



TOWN OF HAYMARKET TOWN COUNCIL
PUBLIC HEARING/REGULAR MEETING
~ AGENDA ~

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

15000 Washington St
Haymarket, VA 20169

Monday, November 2, 2020

7:00 PM

Council Chambers

I. Call To Order

1. Zoom Invite -

<https://us02web.zoom.us/j/87857923170?pwd=TmY0bVRoTUlva3BkcGZaWjlOVHFydz09>

II. Pledge of Allegiance

III. Public Hearing I - Budget Amendment

1. Public Notice Budget Amendment

IV. Public Hearing II - SUP Application 6611 Jefferson Street

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

VI. Close Public Hearings

VII. Open Regular Meeting

VIII. Minute Approval

1. Mayor and Council - Special Meeting - Sep 12, 2020 9:00 AM
2. Mayor and Council - Work Session - Sep 28, 2020 7:00 PM
3. Mayor and Council - Public Hearing/Regular Meeting - Oct 5, 2020 7:00 PM

IX. Agenda Items

1. Consideration of Resolution 2020-019: Budget Amendment
2. Consideration of SUP Application: 6611 Jefferson Street
3. Consideration of Proffer Amendment Application: 14600 Washington Street
4. Cares Act Agreement with PWC IDA
5. Invocation Policy and Guidelines
6. Police Officer Position

X. Liaison Reports

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

XI. 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

XII. Councilmember Time

1. Marchant Schneider
2. Joe Pasanello
3. TracyLynn Pater

4. Steve Shannon
5. Chris Morris
6. Bob Weir
7. Ken Luersen

XIII. Closed Session

XIV. Adjournment



TOWN OF HAYMARKET TOWN COUNCIL

SPECIAL MEETING ~ MINUTES ~

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

15000 Washington St
Haymarket, VA 20169

Saturday, September 12, 2020

9:00 AM

Council Chambers

A Special Meeting of the Mayor and Council of the Town of Haymarket, VA, was held this evening in the Council Chambers, commencing at 9:00 AM.

Mayor Kenneth Luersen called the meeting to order.

I. Walk With the Mayor

Mayor Ken Luersen held his first Walk with the Mayor on Saturday, September 12, 2020 at 9 AM. Council Members present with the Mayor were Councilman Joe Pasanello and Councilman Steve Shannon. Since there were 3 members of Council present and Town business was being discussed, minutes were taken.

II. Discussion on the Walk

The following are the notes Mayor Luersen took while on the walk.

Councilman Pasanello and Mayor Luersen were walking up Fayette Street on the Saturday Mayors walk and Councilman Shannon joined at 6675 Fayette and walked with them to 6600 Fayette Street and back down to the Haymarket Museum. On this walk, all in attendance participated in the following activities:

- Inspected 6655, 6665, and 6675 Fayette Street property in respect to the bond. Everyone commented on the rocky condition of the soil and agreed bond release should not occur until this is corrected. Mayor Luersen took pictures to pass to Town Planner Emily Lockhart to use for her report. This is an agenda item for the September Work Session to be discussed, so no action was authorized or voted on during this walk session.

- Councilman Shannon noted complaints by Sherwood Forest HOA about 6600 Fayette identifying storage shed/garage built and collection of stored items on the property. Councilman Pasanello and Mayor Luersen acknowledged the comments. No further discussion was had on this property during this walk session.

- The surface water drainage channel along Fayette Street was discussed. They reviewed the damaged pipe and vegetation in the channel mentioned in the Town Planners report discussed earlier at the August 31st Work Session and September 8th meeting. Councilman Shannon mentioned how some of the trees along this channel may be imposing on the VDOT right of way and may need to be removed to correct any channel drainage improvement. No action was authorized or voted on during this walk session.

At this point, Councilman Shannon parted ways and Mayor Luersen and Councilman Pasanello continued the Walk with the Mayor session. No minutes were taken from this point on.

Kimberly Henry, Clerk of the Council

Kenneth Luersen, Mayor

Minutes Acceptance: Minutes of Sep 12, 2020 9:00 AM (Minute Approval)



TOWN OF HAYMARKET TOWN COUNCIL

WORK SESSION ~ MINUTES ~

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

15000 Washington St
Haymarket, VA 20169

Monday, September 28, 2020

7:00 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 Ken Luersen invited everyone to stand for the Pledge of Allegiance.

III. Agenda Items

1. Bond Release Discussion - 6655 6665 and 6675 Fayette Street

Town Manager Chris Coon stated that the Town Council had questions regarding the three new homes on Fayette Street and the Bond Release associated with those homes. Mr. Coon stated that he invited the developer from Mastercraft Homes to the meeting to answer any questions that the Town Council has. The developer shared with the Town Council that he is requesting release of the three bonds for the properties on Fayette Street; a surety bond, a landscaping bond, and a erosion and sediment bond. He stated that two of the homes were completed approximately one year ago and the last home was completed approximately six months ago. There were questions to the developer regarding the lack of grass growing on the middle parcel. The developer stated that it was the homeowners responsibility to keep the lawn maintenance up. He stated that he would not re-seed any of the parcels because the lawn was growing at time of sale. He stated, however, he was going to visit the middle parcel and clear out some of the gravel on the property to help get the lawn to grow. He stated that he could provide pictures showing growth. There was a discussion on releasing the surety and landscaping bonds and holding the E and S bond until there was a satisfied solution on the property. Town Planner Emily Lockhart stated that she would agree to releasing the surety and landscaping bonds. Councilman Morris suggested that the staff communicate with the homeowners as well before releasing any bonds. A discussion followed on the recommendation from Mr. Morris.

2. Budget Discussion - Finance Liaisons

Town Treasurer Roberto Gonzalez distributed the actual numbers on the current budget and asked for any questions. Mr. Gonzalez answered several questions on the report. There was a question on the public hearings for the Cares Act budget amendment and the amendment to the current budget public hearing. Mr. Gonzalez stated that the Cares Act public hearing notice was published for the meeting in October and that the budget amendment public hearing will be at the November Regular Meeting. Mr. Gonzalez also updated the Town Council on the Jefferson Street sidewalk project financials.

3. Certificate of Appreciation - Luersen

Mayor Luersen shared that he was very impressed by a young lady from the Haymarket area who was recognized by First Lady Trump to display her artwork commemorating the 100th anniversary of women's suffrage and their right to vote. Mayor Luersen stated that he has invited the young lady to the next Regular Monthly Meeting so that the Town Council can recognized her accomplishments.

4. Discussion on Invocation - Morris

Mayor Luersen shared that he pulled the Invocation off the agendas because of his beliefs of separation between church and state. He stated that Councilman Morris asked for the Town Council to put the item back on the agenda. Mayor Luersen gave the floor to Councilman

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Morris. Mr. Morris stated that since 2014 when the Council's inception of the invocation, there has been various religions giving the invocation other than the Christian religion. He shared that he felt it was good to get faith leaders involved in the community and have them share a little about what their place of worship was doing so that the Town Council could get to know more about them. He expressed his desire to have the invocation back on the agenda. Councilman Pasanello stated that in August of 2014 only the guidelines for the invocation were adopted. Mr. Pasanello suggested that the Council vote on changing the order of business that was established in July when they took office. There was a discussion on the subject. The rest of the Town Council expressed their opinions on the subject. Mayor Luersen stated that he would open this subject up for citizen comments at the next meeting. He also tasked the staff to obtain the guidelines to be addressed and re-established by the Council at the next work session.

5. Town Center Master Plan

Mayor Luersen shared that the reason this subject has been brought up was because of the most recent sidewalk project on Jefferson Street and the construction of the hotel. He stated Councilman Schneider would like to re-visit the Town Center Master Plan that was engineered and drawn up. Mayor Luersen handed the floor over to Councilman Schneider for a presentation of the master plan. Mr. Schneider stated that this drawing was done between 2014-2016 using the current Town Hall property as the Town Center. Mr. Schneider shared that with the hotel coming in, there will be a demand for more outdoor space. He stated that in 2017 a site plan was approved. Mr. Schneider went over the details of the plan through a presentation. After Councilman Schneider's presentation Mayor Luersen informed the Town Council to keep this plan in mind for possible funding in the coming years budget. There was a short discussion on the Council establishing a priority list, fund it and finish each project before moving onto another project on the priority list. There was also a discussion on the center turn lane on Jefferson Street and the connectivity of the sidewalk. There was a short discussion on the sidewalks. Town Planner Emily Lockhart shared there is a site plan for the left turn lane. She shared that she and the Town Engineer submitted that through Prince William County Transportation to try and help get funding. Ms. Lockhart shared that she could have the Town Engineer give the Town Council an update on the subject and tying in the sidewalk with it. A discussion continued on the Town Center Master Plan and the projects already completed or eliminated from the plan and the funding of the project.

6. Small Business Saturday Discussion

Vice Mayor Pater provided information to the Town Council on the shop Small Business Saturday event that would run from November 14 through December 4. Ms. Pater shared the passport program for businesses to participate in. Town Manager Coon answered questions on if this event could be funded with the Cares Act money. Mr. Coon stated that the voucher program that will be addressed later in the meeting can be funded by Cares Act which also incorporates the shop Small Business event.

7. 14600 Washington Street Update

Councilman Weir updated the Town Council on the Planning Commission proffer amendment public hearing for 14600 Washington Street. He stated that after an extended discussion there was a motion to defer further consideration pending some information from the Town Attorney with that motion failing due to a lack of a second. There was a subsequent motion to deny the proffer amendment with that motion passing which will come before the Town Council for a public hearing on November 2. He also stated that the accompanying SUP was deferred to the November Planning Commission meeting pending the decision from the Town Council on the proffer amendment.

8. Planning Commission Vacancy

Town Manager Coon shared that a Planning Commission member resigned prior to the September meeting. There was a discussion on whether to keep the members at 7 or take it back down to 5 members. There was also a discussion on the vacancies on the Board of Zoning Appeals. The Town Council directed the staff to advertise the vacancy for action at the November Regular Meeting.

9. Cares Act Expenditure Items

Town Manager Coon provided some information to the Town Council regarding the Cares Act expenditure items. He gave information on the non profits that can help the residents and the voucher program that can help the businesses and residents. He also provided additional information on picnic tables and trash cans that will be purchased. Mr. Coon gave the breakdown of how he would expend the funds. He asked for Council directive to proceed once

they accept the funds from the County. A short discussion followed. The Town Council directed Mr. Coon to proceed with the plan presented once the funds are accepted at the next Town Council meeting.

10. 2021 Calendar Discussion

After a very short discussion, the Town Council decided not to do a 2021 calendar.

11. Sidewalk Discussion

Mayor Luersen asked Town Manager Coon to provide the information he collected on the pricing on brick sidewalk vs. stamped sidewalk that would look like brick. Mr. Coon shared the quotes for both brick and stamped sidewalk. Mayor Luersen stated that this was just the start of the discussion on whether the Council would like to go with stamped concrete, stamped asphalt or brick for the remainder of the street scapes. A discussion followed on the pros and cons for all options. There was no further action taken or requested on this subject.

12. Quarterly Newsletter Update

Town Planner Lockhart shared that the quarterly newsletter is almost done and will be going out in the mail later that week.

13. Discussion of Displaying Banners

Town Planner Lockhart shared with the Town Council the schedule of when the banners are changed and also when the American flags are hung. Ms. Lockhart also shared that it takes the landscaping contractor an entire day to change out the banners and flags hang. She stated that it cost the Town \$1200 for the change out. She also stated the banners are changed out 6 to 8 times a year. Ms. Lockhart shared that the Town is need of new wreaths for the holiday season. Ms. Lockhart also shared that a significant amount of the banner arms will need to be replaced within two years. A discussion followed. Councilman Weir suggested that the Town Council address the needs for possible funding during the 3rd quarter.

14. Haymarket Hotel Update

Town Planner Lockhart provided a presentation of the Haymarket Hotel and all the updates on the project. Ms. Lockhart also shared that there will be an Erosion and Sediment Inspector for the site. She also stated that the project with estimated to take 14-18 months. She also stated that she will be in close contact with the project manager throughout this time. There were several questions to Ms. Lockhart on the project. There were also questions on how is responsible regarding the utility relocation. Ms. Lockhart stated that she will need to research it. There was a discussion on the sidewalks and the tie in to the Town's already existing sidewalks. There was also a discussion on the turn lane and the utility re-location. Ms. Lockhart stated that the land was deeded. She also stated that the developer provided the brick sidewalk and the landscaping buffer but the decision of responsibility of the turn lane and the re-location of the utilities was not discussed by the previous Council. She stated that she would contact the developer to get the answers to the questions and concerns of the Town Council. A discussion continued on the subject. The concern of the Town Council was that they don't have any funding identified for the scope of work that will be needed to be done nor do they have any idea what the scope of work is. Ms. Lockhart stated that she will bring updates from her conversation with the developer at the Regular Monthly Meeting.

IV. Closed Session

1. Motion - Closed Session

Councilman Weir moved to go into Closed Session Pursuant to Virginia Code § 2.2-3711 (A)(3) for a matter involving acquisition of real property for public purposes; specifically involving property within the Town of Haymarket limits because discussion in an open meeting would adversely affect the Town's bargaining position. Councilman Pasanello seconded the motion. The motion carried.

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

2. Motion of Certification

Councilman Weir moved that Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed in a closed session

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under the provisions of the Virginia Freedom of Information Act as cited in that motion. Vice Mayor Pater seconded the motion. The motion carried by a roll call vote.

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

3. **Statement**

The Town Council directed the Town Manager to instruct the Town Attorney to proceed as suggested.

V. Adjournment

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

1. Motion to Adjourn

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

Submitted:

Approved:

Kim Henry, Clerk of the Council

Ken Luersen, Mayor

Minutes Acceptance: Minutes of Sep 28, 2020 7:00 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, October 5, 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

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. Presentation of Certificate of Excellence

Mayor Luersen invited Charlotte Popelka, a Haymarket area young lady, to the podium so that the Town Council and Prince William County Board of Supervisor Pete Candland could recognize and congratulate her for being chosen by First Lady Melania Trump for her art entry in the Building the Moment: America's youth celebrate the 100th anniversary of the women's suffrage initiative. Mayor Luersen stated that the initiative solicited art work from students grades 3-12 depicting imagery related to the suffrage movement and celebrating the 100th anniversary of the 19th amendment. Mayor Luersen shared that Charlotte's art work was selected to represent the State of Virginia. Mayor Luersen asked Charlotte several questions as how she learned about the initiative and her love for art. At this time, Mayor Luersen, the Town Council, and Supervisor Candland presented Charlotte with a certificate of excellence and a small gift.

IV. Public Hearing Notice and Citizen Comments

Mayor Luersen opened the floor for citizens discussion on the subject of the Cares Act Funds being accepted into the budget. No citizens in attendance wished to address the Town Council on this subject.

V. Public Hearing Adjournment

With no citizen comments, Mayor Luersen closed the public hearing.

VI. Citizens Time

Dottie Leonard, 14801 Washington Street, expressed her concerns about the past couple of Planning Commission meetings. She stated that she felt the Planning Commission liaison from the Town Council has been trying to run the meeting. She also expressed her sadness of not having an invocation at the beginning of the Regular Town Council meetings.

Jim Payne, 6680 Fayette Street, also addressed his concerns on how the Planning Commission meetings were being run. He stated he felt that the Chairman of the Planning Commission had objection on how the meeting was being handled.

VII. Minute Approval

1. Mayor and Council - Work Session - Aug 31, 2020 7:00 PM

Councilman Shannon moved to approve the Work Session minutes from August 31, 2020. The motion was seconded by Councilman Pasanello. The motion carried.

Minutes Acceptance: Minutes of Oct 5, 2020 7:00 PM (Minute Approval)

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

2. Mayor and Council - Regular Meeting - Sep 8, 2020 7:00 PM

Councilman Pasanello moved to approve the Mayor and Council Regular meeting minutes from September 8, 2020. 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

VIII. Agenda Items

1. Consideration of Resolution 2020-018: Budget Amendment

Town Manager Coon shared that this resolution is to accept the Cares Act monies from Prince William County and incorporating those funds into the budget as well as the expense line items. Mr. Coon stated that 2 motions are needed: one for the resolution and the other is for the disbursement plan.

Councilman Pasanello moved that the Haymarket Town Council approve an amendment to the Fiscal Year 2020-2021 as designated on Resolution #2020-018, to appropriate the CARES Act funds line item Revenue and CARES Act Expense line item. The motion was seconded by Councilman Shannon. The motion carried by a roll call vote.

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

2. Motion to Disbursement of Funds

Councilman Shannon moved that the Town of Haymarket approve the CARES Act Fund disbursement plan as presented. The motion was seconded by Councilman Pasanello. A short discussion followed. The motion carried by a roll call vote.

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

3. Bond Release - 6655 6665 and 6675 Fayette Street

Town Planner Lockhart shared that she met with one of the homeowners as a follow up since the previous week Work Session. Ms. Lockhart shared that the homeowner shared that they have had problems with grass growing and also finding debris mixed in the soil. Ms. Lockhart stated that she did a site visit to the property and recommended to postpone the bond release until more information is gathered from the other two properties. Councilman Weir asked for an explanation of the three bonds. Ms. Lockhart provided a description of the bonds. A discussion followed on the conditions of the properties. There was a discussion on releasing the surety bond but delaying the other two bonds. In addition, the Town Council asked to review the photos that were sent from the developer. Ms. Lockhart stated that she would forward the photos and the photos taken from the erosion and sediment inspectors. The developer was asked to the podium for further discussions on the subject of the bonds.

Councilman Weir moved to release the surety bond on 6655, 6665 and 6675 Fayette Street. The motion was seconded by Councilman Morris. Town Manager Coon gave further information on the subject and a discussion followed on the subject. The motion carried.

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

4. Motion - Landscaping Bond

The developer asked if the Council would also consider releasing the landscaping bond. Town Planner Lockhart shared that a portion of the landscaping bond is held in escrow to ensure that the landscaping survives.

Councilman Weir moved that the Council defer action on both the landscaping and E & S bonds for 6655, 6665 and 6675 Fayette Street. Councilman Morris seconded the motion. A discussion followed. The motion carried by a roll call vote.

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

5. First Quarter Budget Amendment and Public Hearing Advertisement

Town Treasurer Gonzalez presented a draft of the amended budget with a request from the Town Council to proceed with a public hearing by decreasing the budget by \$119,929. Mr. Gonzalez stated that he will provide a more detailed report prior to the public hearing with the line items affected. Mr. Gonzalez asked for any questions from the Town Council. Councilman Weir, the finance liaison, gave an brief explanation on how the liaisons came up with the reduction in the budget. A discussion followed on the amended budget presented by Mr. Gonzalez.

The Town Council directed the Town Staff to proceed with advertising for a public hearing at their November Regular Meeting.

IX. Liaison Reports

1. Finance Committee

Councilman Pasanello shared that the Finance Committee is all the members of Council and that the finance meeting is the Work Session. A short discussion followed. Town Treasurer Gonzalez stated that he could meet with any Council Member one on one to explain in detail any line item on the budget that they would have questions on.

2. Police Department

Councilman Morris shared that he asked the Chief for a more detailed monthly report. Mr. Morris shared that the Council will be seeing those changes in the Chiefs report.

3. Architectural Review Board

Councilman Schneider stated that he was not able to attend the last Architectural Review Board meeting. He handed the floor over to Town Planner Lockhart for the updates. Ms. Lockhart shared that the ARB considered one COA application. She also shared that the Board discussed the Town's Gateway and Monument signs in addition to looking at the Town possibly purchasing a "LOVE" sign for the Town Park. She also shared that she asked the Board to start and review the ARB guidelines for editing. Mayor Luersen asked that the ARB start a discussion about the brick sidewalk options at their next meeting.

4. Planning Commission

Councilman Weir gave the Planning Commission updates. He stated that there will be a public hearing for an SUP application for a religious assembly on a property on Jefferson Street. Mr. Weir also gave a brief update on the proposed proffer amendment and SUP for the property on Washington Street. He stated that there was a motion to defer the proffer amendment which failed due to no second on the motion. He continued to state that then there was a motion to deny was made and passed. He stated that there will be a public hearing on this as well. Mr.

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Weir also shared that there is an SUP attached to the proffer amendment which the Planning Commission deferred until action was taken from the Town Council on the proffer amendment application.

The Town Council directed the Town Staff to advertise the public hearings for both the SUP application for a religious assembly and for the Proffer Amendment application for the November Regular Meeting.

5. Business Roundtable/Planning

Vice Mayor Pater gave an update on the next Business Roundtable meeting and the upcoming trunk or treat event. A short discussion followed on the trunk or treat event.

Mayor Luersen shared that Town Manager Coon is working on a communication plan and asked Vice Mayor to be involved with the communication group that is forming.

X. Department Reports

1. Town Administration Staff Report

Town Manager Coon gave his monthly report. He shared that he has finalized the contract with the Cares Act consultant and has sent the contract to the new IT company. He also shared that November 3 - Election Day is now a State Holiday and that the Town Hall office will be closed. He stated that the information will be in the quarterly newsletter, on the website and on social media. Mr. Coon stated that the Planning Commission vacancy will be posted on the website. Mr. Coon shared that Columbia Gas will be in the Town to finish up the line work on Jefferson Street and anticipates finishing up by the end of the week. Mr. Coon stated that once that work is done, the sidewalk project on Jefferson Street should be finished shortly after that. Lastly, Mr. Coon asked the Town Engineer to be at this evening's meeting to answer any questions the Council may have in regards to the hotel plans.

Mayor Luersen complimented Town Planner Lockhart on the work done to the quarterly newsletter. He stated that the communication plan has been his focus and getting information out to the citizens. He stated that the newsletter helps accomplish his vision with communicating to the citizens and to promote Town activities.

There was a short discussion on the Planning Commission vacancy. The consensus was for the Town Council to seek out to fill the vacancy.

There was a discussion on amending the Town Ordinance particularly on the subjects of food trucks, short term rentals such as airbnb's, and defining TOT taxes for airbnb's. After the discussion, the Town Council directed to have the short term rental and TOT related itemed added to the next month's work session for further discussion.

There were status update questions on the IT contract and the status of the crosswalks re-installation.

The Town Council had a discussion with the Town Attorney and Town Engineer on the utility relocations and agreements between the Town and Haymarket Hotel Venture. Town Attorney Crim gave a brief update on previous meetings between previous Town Council and Haymarket Hotel Venture. A lengthy discussion followed on the subjects of the turn lane and the utility relocation. There was also a discussion about setting up a meeting with Haymarket Hotel Venture so that further questions can be asked. A suggestion was made to have 2 representatives from the Town Council meet with the group from Haymarket Hotel Venture to further discuss the subject. No further directive was given.

2. Police Chief Report

Police Chief Lands presented the new report as requested by the Town Council. Chief Lands asked for Town Council opinion on the new reports. In general, the Town Council approved of the Chiefs new reports. There were specific questions to the report. Chief Lands also asked for direction from the Town Council on switching vehicles around in order to keep the mileage about equal. There was a discussion on the subject. There was a directive for the Chief to get the numbers together and bring back at a future meeting.

There was a question about obtaining the data collection from the speed signs at the edge of Town. Chief Lands stated that he could get some of the information that was in the discussion and bring the data to the Town Council at the next meeting.

Police Chief Lands shared with the Town Council that one of his officers gave notice and is leaving the department. He shared that notice of resignation from Office Coire O'Neal with the Town Council effective October 16th. Chief Lands asked for guidance from the Town Council to

advertise the position. A discussion followed on the size of the force in the coming year. There was a consensus of the Town Council to proceed with running the ad.

3. Town Treasurer Report

Town Treasurer Gonzalez shared that the real estate tax invoices have been printed and will be mailed out within the week. Mr. Gonzalez also shared that he is preparing for the annual audit that will be taking place in November. Mr. Gonzalez shared that The Fauquier Bank has merged with Virginia National Bank. He stated that this will effect the Town of Haymarket accounts since they were just moved from Sona Bank to TFB. He stated that not much is know about the merger at this point but that he would bring any updates to the Town Council as they become available to him.

Mr. Gonzalez went over the actual budget report that was presented at the previous work session with some current updates. Mr. Gonzalez suggested going forward that he presents actual reports reflecting the closest date to each meeting. The Town Council was agreeable to Mr. Gonzalez's suggestion.

There were no questions for Mr. Gonzalez on his reports.

4. Town Planner Report

Town Planner Lockhart shared her written report with the Town Council. In addition to the report, Ms. Lockhart shared that the office has received two additional one mile reviews from the County. She stated that she will be sending an email to the Town Council and Planning Commission for comments.

Ms. Lockhart also shared that she is working with the contractor for the Pardo House and will have them at the next ARB meeting.

Ms. Lockhart stated that she has ordered more signs notifying the public to all meetings, including ARB, Planning Commission and Public Hearings. She also shared that pre-sales for the 2020 Christmas ornaments will start this week.

Ms. Lockhart also shared that she has sent out violation notices on overgrown grass.

There was a short discussion on the one mile review.

There was also a question on the amount of trucks parked at the Food Lion parking lot. Ms. Lockhart stated that she will check on the subject.

Ms. Lockhart shared with the Town Council that McDonald's will be coming with new site plans to close the front entrance. She stated that she is in communication with them to get the site plans resubmitted.

Mayor Luersen suggested that since the ARB is made up of primarily new members, make sure Councilman Schneider is present when the representatives from the Pardo House comes to the meeting since Mr. Schneider is familiar with the project.

5. Town Engineer Report

Town Engineer McDaniel was available to answer any questions from the Town Council on her report. There was questions about the Aroma II landscaping buffers. Town Planner Lockhart stated that the landscaping buffers will be going back to the ARB for review.

There was a short discussion on the Karter School that is being built on Washington Street.

6. Town Attorney Report

Town Attorney Crim shared with the Town Council that the Town received a Right of First Offer Notice from Haymarket Property Group. Mr. Crim shared that he spoke the HPG's attorney regarding the offer of \$7.5 million asking price and how they came up with that number. Mr. Crim stated that the attorney stated that HPG would be listing the property for sale at the price of \$7.5 million if the Town does not accept the Right of First Offer. Mr. Crim stated that he would like to finish discussing the subject in closed session. Mr. Crim gave a short explanation on the term of the Right of First Offer and the details outlined in the proffer amendment.

Town Attorney Crim also addressed the questions raised on the TOT tax percentages that was established through an ordinance in spring 2020. He stated that State Code permits a 7% tax. He stated although the code defines in detail the breakdown of percentages reflective to Counties and Cities but not Towns. He stated that Towns does not have any limitations on the amount that they can charge. He stated however that the Town adopted an ordinance breaking down the percentages prior to sign the MOU with the hotel.

XI. Councilmember Time

1. Marchant Schneider

Councilman Schneider did not have any additional comments.

2. Joe Pasanello

Councilman Pasanello did not have any additional comments.

3. TracyLynn Pater

Vice Mayor did not have any additional comments.

4. Steve Shannon

Councilman Shannon thanked the Finance Liaisons for their detailed explanations on the budget. Councilman Shannon wished Officer O'Neale luck on his next endeavors.

5. Chris Morris

Councilman Morris complimented and thanked Chief Lands and Town Manager Coon on the work the staff has done in the past three months.

6. Bob Weir

Councilman Weir did not have any additional comments.

7. Ken Luersen

Mayor Luersen asked Town Manager Coon to share with everyone that NOVANT health asked for a proclamation for Breast Cancer Awareness Month and that the Town usually lights up the museum pink. He stated that this request came in too late for the proclamation but the museum will be lit pink.

Mayor Luersen reminded everyone about the Mayors walk scheduled for the second Saturday of each month.

XII. Closed Session

1. Closed Session

Councilman Weir moved to go into Closed Session Pursuant to VA. Code § 2.2-3711 (A)(3) and (A)(8): the potential acquisition of real property and legal matters requiring advice of counsel; both of those specifically relating to the QBE property and the Right of First Offer Notice. The motion was seconded by Councilman Pasanello. The motion carried.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Joe Pasanello, 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 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.

After the certification, the Town Council instructed the Town Attorney to proceed as directed.

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

XIII. Adjournment

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

Minutes Acceptance: Minutes of Oct 5, 2020 7:00 PM (Minute Approval)

1. Motion to Adjourn

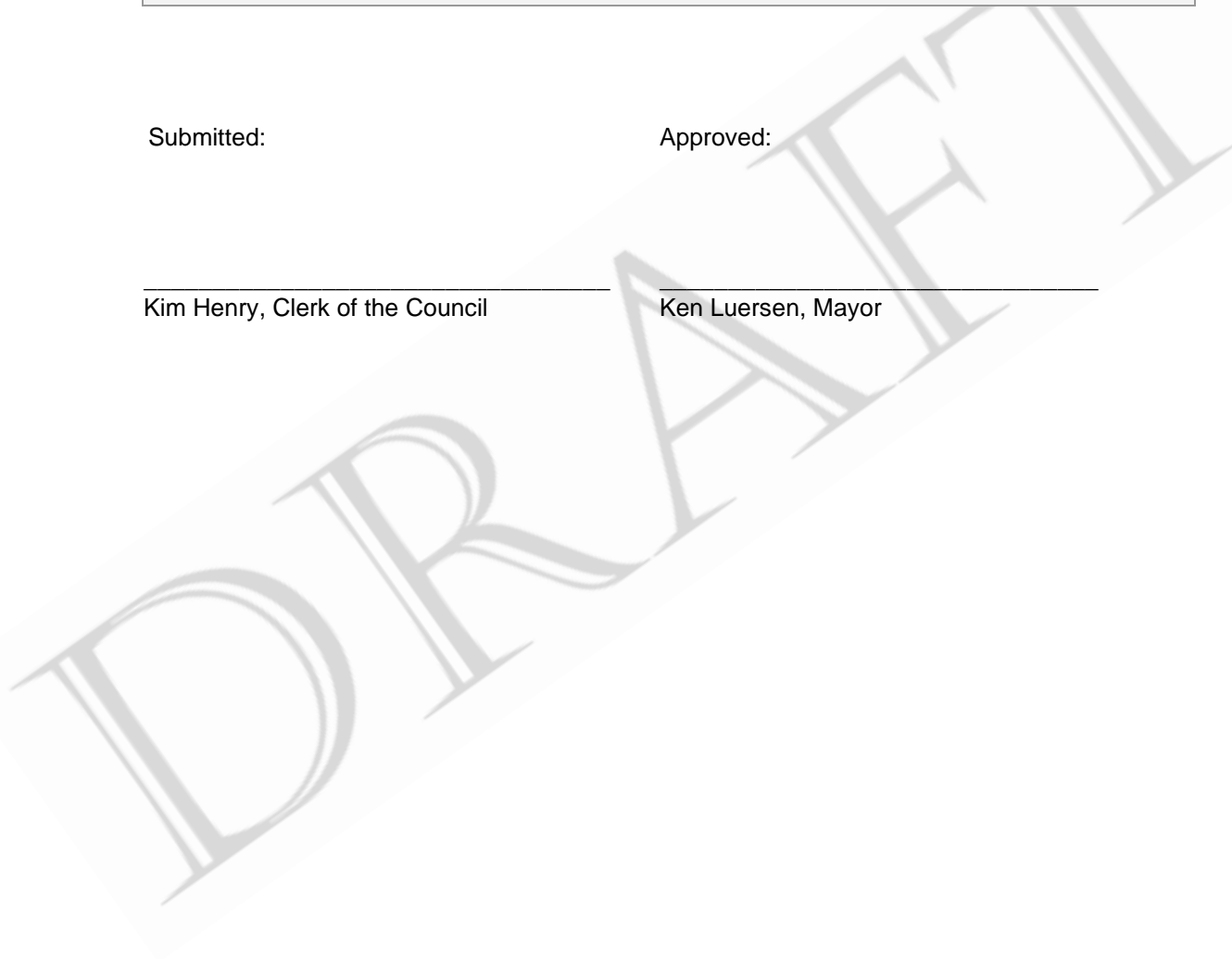
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joe Pasanello, Councilman
SECONDER:	Bob Weir, Councilman
AYES:	Schneider, Morris, Pasanello, Shannon, Weir, Pater

Submitted:

Approved:

Kim Henry, Clerk of the Council

Ken Luersen, Mayor



Minutes Acceptance: Minutes of Oct 5, 2020 7:00 PM (Minute Approval)



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

ROBERTO GONZALEZ
TOWN TREASURER

STAFF REPORT
November 2, 2020

FISCAL YEAR 2020-21 BUDGET AMENDMENT

ISSUE

Virginia Code § 15.2-2507 allows a locality to amend its budget and adjust the aggregate amount to be appropriated during the current fiscal year. However, any amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by advertising a meeting and holding a public hearing prior to acting on the amendment. Since each requested amendment exceeds that amount, a Public Hearing is required. The Council may adopt the amendment at this meeting.

REQUESTED BUDGET AMENDMENT

1. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Bank Stock Tax Revenue line item to adjust for the increase in revenues per prior year trends.

Revenue Source Line Item			
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Other Local Taxes:			
Bank Stock Tax	\$ 12,000	\$ 20,000	\$ 8,000

2. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the VACO/VML Investments Revenue line item to adjust for the increase in revenues per prior year trends.

Revenue Source Line Item			
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Revenue - Use of Money:			
VACO/VML Investments	\$ 0	\$ 10,000	\$ 10,000

- The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Stronger Fitness Revenue line item to adjust for loss of tenant. The tenant had informed the Town they were exercising their right to not renew lease after the budget had been adopted.

Revenue Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Rental (Use of Property):				
Stronger Fitness LLC	\$ 7,184	\$ 828	(\$ 6,356)	

- The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Public Safety – VDOT Detail line item to adjust for additional security work during the paving work. The second amendment is for the Laney Detail line item to adjust the revenue expected for the security work during this fiscal year.

Revenue Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Public Safety:				
VDOT Detail	\$ 0	\$ 2,565	\$ 2,565	
Laney Detail	\$ 0	\$ 71,650	\$ 71,650	

- The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Town Events Revenue line item to adjust for decrease in expected revenues. Due to the current COVID-19 pandemic, the Town will not host the annual Town events for the first quarter of the current fiscal year. This also amends the Events line item on the expenditure side as well.

Revenue Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Town Events	\$ 80,000	\$ 20,000	(\$ 60,000)	
Expenditure Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Events:				
Contractual Services	\$ 80,000	\$ 10,000	(\$ 70,000)	
Events - Other	\$ 0	\$ 10,000	\$ 10,000	

6. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Citations & Accident Reports Revenue line item to adjust for decrease in expected revenues.

Revenue Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Miscellaneous:				
Citations & Accident Reports	\$ 1,000	\$ 0	(\$ 1,000)	

7. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Commonwealth Revenue – Car Rental Reimbursement line item to adjust for decrease in expected revenues, due to the only U-Haul store moving out of Town limits which was the only vendor that generated this revenue for the Town annually. The following amendment is to adjust for the expected revenue reimbursement due to the Town from VDOT for the current Pedestrian Improvement project in fiscal year 2021.

Revenue Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Revenue from Commonwealth:				
Car Rental Reimbursement	\$ 6,500	\$ 0	(\$ 6,500)	
Pedestrian Improvement Grant	\$ 89,571	\$ 68,945	(\$ 20,626)	

8. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Federal Government Revenue – DMV Transportation Safety Grant line item to adjust for increase in expected revenues. The increase is due to additional grants awarded to the Police Department for this fiscal year.

Revenue Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Revenue from Federal Government:				
DMV Transp Safety Grant	\$ 6,000	\$ 14,000	\$ 8,000	

9. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Reserve Funds for CIP line item to remove it from the adopted budget. The Council

wishes to use prior years surplus to fund the Town’s portion of the Jefferson Street project.

Revenue Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Reserve Funds for CIP	\$ 270,000	\$ 0	(\$ 270,000)	

10. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Carry-Over Surplus line item to increase it by \$139,555. The Council wishes to use prior years surplus to fund the Town’s portion of the Jefferson Street project.

Revenue Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Carry-Over Surplus	\$ 0	\$ 139,555	\$ 139,555	

11. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Town Council budget by decreasing Convention & Education line item, Meals & Lodging line item, and Salaries & Wages line items by a total of (\$9,600).

Expenditure Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Town Council:				
Convention & Education	\$ 5,000	\$ 2,500	(\$ 2,500)	
Meals & Lodging	\$ 2,000	\$ 1,000	(\$ 1,000)	
Salaries & Wages - Regular	\$ 32,100	\$ 26,000	(\$ 6,100)	

12. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Town Administration budget by decreasing Printing & Binding line item, Meals & Lodging line item, and Convention & Education line items. This amendment will also increase Salaries & Wages - Regular line item, VRS line item, and Capital Outlay-Machinery/Equip. The decreases are due to current COVID-19 regulations not allowing for in person conferences, which means less funding is needed. The decrease to Printing & Binding is due to not producing a Town Calendar this year. The increase in Salaries/Wages - Regular is to adjust for the increase in Town Administration wages, which was addressed after FY2020-2021 was adopted on May 26, 2020. This adjustment also increased the VRS line item in this current budget. The total adjustment in the Town Administration budget will be \$14,110.

Expenditure Source Line Item			
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Town Administration:			
Salaries/Wages - Regular	\$ 280,830	\$ 290,000	\$ 9,170
VRS	\$ 35,070	\$ 39,010	\$ 3,940
Printing & Binding	\$ 12,000	\$ 10,000	(\$ 2,000)
Meals & Lodging	\$ 6,000	\$ 3,000	(\$ 3,000)
Convention & Education	\$ 10,000	\$ 6,000	(\$ 4,000)
Capital Outlay- Machinery/Equip	\$ 0	\$ 10,000	\$ 10,000

13. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Police Department budget by decreasing Salaries/Wages - OT line item, Holiday Pay line item, Salaries/Wages - Part Time line item, Computer/Internet/Website line item, Miscellaneous line item, Vehicle Fuels line item, Uniforms & Police Supplies line item, Community Events line item to a total of (\$42,500). This amendment will also increase Salaries/Wages - DMV Grant line item, Laney Detail line item, FICA/Medicare line item, and Capital Outlay-Machinery Equipment line item to a total of \$114,571. The Salaries/Wages decrease is due to schedule changes. The decrease to Computer/Internet/Website line item is due to the renegotiated contracts. The decrease to the Miscellaneous line item is due to the department not needing the funds this fiscal year. The decrease in Vehicle Fuels is due to the department no longer implementing a take home vehicle policy. Uniforms & Supplies were also decreased due to making purchases of equipment/supplies in prior years to be used for this fiscal year. Community Events was decreased due to current COVID restrictions not allowing for events to be held this year. The Capital Outlay-Machinery/Equipment is being amended back to the Police Department as this line item tracks the lease cost to of the Police vehicles.

Expenditure Source Line Item			
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Police Department:			
Salaries/Wages - OT Premium	\$ 34,000	\$ 20,000	(\$ 14,000)
Salaries/Wages - Holiday Pay	\$ 17,000	\$ 14,000	(\$ 3,000)
Salaries/Wages - Part Time	\$ 20,000	\$ 16,000	(\$ 4,000)

Salaries/Wages - VDOT	\$	0	\$	2,365	\$ 2,365
Salaries/Wages - DMV Grant	\$	0	\$	13,300	\$ 13,300
Salaries/Wages - Laney Detail	\$	0	\$	64,485	\$ 64,485
FICA/Medicare	\$	36,397	\$	41,591	\$ 5,194
Computer/Internet & Website	\$	14,000	\$	11,000	(\$ 3,000)
Miscellaneous	\$	1,500	\$	0	(\$ 1,500)
Vehicle Fuels	\$	19,000	\$	16,000	(\$ 3,000)
Uniforms & Police Supplies	\$	32,000	\$	20,000	(\$ 12,000)
Community Events	\$	2,000	\$	0	(\$ 2,000)
Capital Outlay - Machinery/Equip	\$	0	\$	31,592	\$ 31,592

14. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Public Works – Town Public Works line item by removing the budgeted amount into Maintenance – Repair/Maintenance Services line item. The Town does not have a Public Works department but does maintain and repair Town properties and buildings. This amendment also includes an appropriation for an Insurance reimbursement that the Town received due to a vehicle accident that damaged a Town light pole.

Revenue Source Line Item					
<u>Line Item</u>		<u>Adopted 2020-21 Budget</u>		<u>Amended Budget</u>	<u>Change</u>
Miscellaneous:					
Reimbursement from Insurance	\$	0	\$	4,783	\$ 4,783
Expenditure Source Line Item					
<u>Line Item</u>		<u>Adopted 2020-21 Budget</u>		<u>Amended Budget</u>	<u>Change</u>
Public Works:					
Town Public Works	\$	50,000	\$	0	(\$ 50,000)
Maint Of Wash St./Grounds	\$	65,000	\$	119,783	\$ 54,783

15. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Real Estate Taxes line item for the Town leased properties. The decrease is to adjust for this change as the Town is now being reimbursed for these taxes by the tenant.

Expenditure Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Maint of Grounds:				
Real Estate Taxes	\$ 4,000	\$ 2,500	(\$ 1,500)	

16. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Consultants - Engineer line item and the Comp Plan line item. The Consultant - Engineer line item will be decreased due to some of the costs being passed to the developer/contractor. The Comp plan line item is being decreased due to minimal editing to the Town comp plan.

Expenditure Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Community Development:				
Consultants - Engineer	\$ 50,000	\$ 30,000	(\$ 20,000)	
Consultants - Comp Plan	\$ 40,000	\$ 15,000	(\$ 25,000)	

17. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Architectural Review Board: Salaries/Wages - Regular line item. The amendment is to address one less meeting a month to the board.

Expenditure Source Line Item				
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>	
Architectural Review Board:				
Salaries/Wages - Regular	\$ 7,830	\$ 5,830	(\$ 2,000)	

18. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Capital Lease - Payment - Principle line item. The amendment is to place the expenditure into the Police Department budget, as it is a Police Department expense.

Expenditure Source Line Item			
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Capital Lease - Payment - Principle	\$ 31,592	\$ 0	(\$ 31,592)

19. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Pedestrian Improvement Project line item. The amendment is to decrease the expenditure for this fiscal year due to more of the work being done in the prior fiscal year.

Expenditure Source Line Item			
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Pedestrian Improvement Project	\$ 339,571	\$ 229,500	(\$ 110,071)

20. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the Blight Mitigation line item. The amendment is to increase the expenditure for this fiscal year.

Expenditure Source Line Item			
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Blight Mitigation - Other	\$ 20,000	\$ 40,000	\$ 20,000

21. The requested amendment to the adopted budget for Fiscal Year 2020-2021 is to amend the CIP Funds Expense line item. The amendment is to increase the expenditure for this fiscal year from the cuts in other expenditure line items in current budget.

Expenditure Source Line Item			
<u>Line Item</u>	<u>Adopted 2020-21 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
CIP Funds Expense	\$ 29,389	\$ 55,894	\$ 26,505

Sample Motion

I move the Haymarket Town Council approve an appropriation to the Fiscal Year 2020-21 as designated on Resolution #2020-019.

*Or
Alternative Motion*

REVENUES	Adopted on 05/26/2020	Changes	Amendment on 06/08/2020	Changes	Amendment on 10/05/2020	Changes	Proposed Amendment on 11/02/2020	Overall Percentage Change
GENERAL PROPERTY TAXES								
Real Estate - Current	\$ 375,326.00		\$ 375,326.00		\$ 375,326.00		\$ 375,326.00	0.0%
Public Service Corp RE Tax	\$ 13,209.00		\$ 13,209.00		\$ 13,209.00		\$ 13,209.00	0.0%
Penalties - All Property Taxes	\$ 1,000.00		\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	0.0%
Total GENERAL PROPERTY TAXES	\$ 389,535		\$ 389,535		\$ 389,535		\$ 389,535	0.0%
OTHER LOCAL TAXES								
Bank Stock Tax	\$ 12,000		\$ 12,000		\$ 12,000	\$ 8,000	\$ 20,000	66.7%
Business License Tax	\$ 195,000	\$ (40,624)	\$ 154,376		\$ 154,376		\$ 154,376	-20.8%
Cigarette Tax	\$ 146,500	\$ (12,500)	\$ 134,000		\$ 134,000		\$ 134,000	-8.5%
Consumer Utility Tax	\$ 158,000		\$ 158,000		\$ 158,000		\$ 158,000	0.0%
Meals Tax - Current	\$ 800,000	\$ (56,124)	\$ 743,876		\$ 743,876		\$ 743,876	-7.0%
Sales Tax Receipts	\$ 140,000	\$ (10,624)	\$ 129,376		\$ 129,376		\$ 129,376	-7.6%
Transient Occupancy Tax	\$ 17,000	\$ (17,000)	\$ -		\$ -		\$ -	-100.0%
Total OTHER LOCAL TAXES	\$ 1,468,500	\$ (136,872)	\$ 1,331,628		\$ 1,331,628		\$ 1,339,628	-9.3%
PERMITS,FEES & LICENESES								
Application Fees	\$ 4,500		\$ 4,500		\$ 4,500		\$ 4,500	0.0%
Inspection Fees	\$ 15,000		\$ 15,000		\$ 15,000		\$ 15,000	0.0%
Motor Vehicle Licenses	\$ 1,900		\$ 1,900		\$ 1,900		\$ 1,900	0.0%
Other Planning & Permits	\$ 25,000		\$ 25,000		\$ 25,000		\$ 25,000	0.0%
Total PERMITS,FEES & LICENESES	\$ 46,400		\$ 46,400		\$ 46,400		\$ 46,400	0.0%
FINES & FORFEITURES								
Fines	\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000	0.0%
Total FINES & FORFEITURES	\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000	0.0%
REVENUE - USE OF MONEY								
Earnings on VACO/VML Investment						\$ 10,000	\$ 10,000	100.0%
Interest on Bank Deposit	\$ 10,000		\$ 10,000		\$ 10,000		\$ 10,000	0.0%
Interest on Bank Deposits								
Total REVENUE - USE OF MONEY	\$ 10,000		\$ 10,000		\$ 10,000	\$ 10,000	\$ 20,000	100.0%
RENTAL (USE OF PROPERTY)								
Total RENTAL (USE OF PROPERTY)	\$ 151,285.00		\$ 151,285.00		\$ 151,285.00	\$ (6,356.00)	\$ 144,929	-4.2%
3160 · CHARGES FOR SERVICES								
Public Safety	\$ -							
Donation/Grants								
VDOT Detail						\$ 2,565.00	\$ 2,565.00	100.0%
Laney Detail	\$ -					\$ 71,650.00	\$ 71,650.00	100.0%
Total Public Safety	\$ -					\$ 74,215.00	\$ 74,215.00	100.0%
Total 3160 · CHARGES FOR SERVICES	\$ -					\$ 74,215.00	\$ 74,215.00	100.0%
REVENUE - TOWN EVENTS								
Revenue - Town Events	\$ 80,000		\$ 80,000		\$ 80,000	\$ (60,000)	\$ 20,000	-75.0%
Total REVENUE - TOWN EVENTS	\$ 80,000		\$ 80,000		\$ 80,000	\$ (60,000)	\$ 20,000	-75.0%
MISCELLANEOUS								
Citations & Accident Reports	\$ 1,000		\$ 1,000		\$ 1,000	\$ (1,000)	\$ -	-100.0%
Reimbursement from Insurance	\$ -					\$ 4,783	\$ 4,783	100.0%
Total MISCELLANEOUS	\$ 1,000		\$ 1,000		\$ 1,000	\$ 3,783	\$ 4,783	378.3%
REVENUE FROM COMMONWEALTH								
599 Law Enforcement Grant	\$ 31,548		\$ 31,548		\$ 31,548		\$ 31,548	0.0%

Attachment: FY2020-2021 Adopted Budget_Amendments Timeline 11.02.2020 (4751 : Consideration of

Town of Haymarket
 Adopted Budget FY2021
 July 1, 2020 to June 30, 2021

Car Rental Reimbursement	\$	6,500		\$	6,500		\$	6,500	\$	(6,500)	\$	-	-100.0%	
Communications Tax	\$	117,000		\$	117,000		\$	117,000	\$		\$	117,000	0.0%	
Personal Property Tax Reimburse	\$	18,627		\$	18,627		\$	18,627	\$		\$	18,627	0.0%	
Railroad Rolling Stock	\$	1,500		\$	1,500		\$	1,500	\$		\$	1,500	0.0%	
PEDESTRIAN IMPROVEMENT GRANT	\$	89,571		\$	89,571		\$	89,571	\$	(20,626)	\$	68,945	-23.0%	
Total REVENUE FROM COMMONWEALTH	\$	264,746		\$	264,746		\$	264,746	\$	(27,126.00)	\$	237,620	-10.2%	
REVENUE FROM FEDERAL GOVERNMENT														
DMV Grant - Tranp Safety Grant	\$	6,000		\$	6,000		\$	6,000	\$	8,000	\$	14,000	133.3%	
Total REVENUE FROM FEDERAL GOVERNMENT	\$	6,000		\$	6,000		\$	6,000	\$	8,000	\$	14,000	133.3%	
Reserves for Capital Improvement Project	\$	270,000		\$	270,000		\$	270,000	\$	(270,000)	\$	-	-100.0%	
Carry-Over Surplus									\$	139,555	\$	139,555	100.0%	
TOTAL REVENUE	\$	2,737,466		\$	2,600,594		\$	2,600,594	\$		\$	2,480,665	-10.4%	
EXPENDITURES														
ADMINISTRATION														
Convention & Education	\$	5,000		\$	5,000		\$	5,000	\$	(2,500)	\$	2,500	-50.0%	
FICA/Medicare	\$	2,000		\$	2,000		\$	2,000	\$		\$	2,000	0.0%	
Meals and Lodging	\$	2,000		\$	2,000		\$	2,000	\$	(1,000)	\$	1,000	-50.0%	
Mileage Allowance	\$	250		\$	250		\$	250	\$		\$	250	0.0%	
Salaries & Wages - Regular	\$	32,100		\$	32,100		\$	32,100	\$	(6,100)	\$	26,000	-19.0%	
Total TOWN COUNCIL	\$	41,350		\$	41,350		\$	41,350	\$	(9,600)	\$	31,750	-23.2%	
TOWN ADMINISTRATION														
Salaries/Wages-Regular	\$	280,830		\$	280,830		\$	280,830	\$	9,170	\$	290,000	3.3%	
Salaries/Wages - Part Time - Other	\$	50,000		\$	25,000		\$	25,000	\$		\$	25,000	0.0%	
Total Salaries/Wages - Part Time	\$	50,000	\$	(25,000)	\$	25,000		\$	25,000		\$	25,000	-50.0%	
FICA/Medicare	\$	24,257		\$	24,257		\$	24,257	\$		\$	24,257	0.0%	
VRS	\$	35,070		\$	35,070		\$	35,070	\$	3,940	\$	39,010	11.2%	
Health Insurance	\$	49,195		\$	49,195		\$	49,195	\$		\$	49,195	0.0%	
Life Insurance	\$	3,852		\$	3,852		\$	3,852	\$		\$	3,852	0.0%	
Disability Insurance	\$	2,631		\$	2,631		\$	2,631	\$		\$	2,631	0.0%	
Unemployment Insurance	\$	2,800		\$	2,800		\$	2,800	\$		\$	2,800	0.0%	
Worker's Compensation	\$	400		\$	400		\$	400	\$		\$	400	0.0%	
Gen Property/Liability Ins.	\$	15,000		\$	15,000		\$	15,000	\$		\$	15,000	0.0%	
Accounting Services	\$	8,000		\$	8,000		\$	8,000	\$		\$	8,000	0.0%	
Printing & Binding	\$	12,000		\$	12,000		\$	12,000	\$	(2,000)	\$	10,000	-16.7%	
Advertising	\$	12,000		\$	12,000		\$	12,000	\$		\$	12,000	0.0%	
Computer, Internet &Website Svc	\$	23,650		\$	23,650		\$	23,650	\$		\$	23,650	0.0%	
Postage	\$	4,000		\$	4,000		\$	4,000	\$		\$	4,000	0.0%	
Telecommunications	\$	7,500		\$	7,500		\$	7,500	\$		\$	7,500	0.0%	
Mileage Allowance	\$	1,000		\$	1,000		\$	1,000	\$		\$	1,000	0.0%	
Meals & Lodging	\$	6,000		\$	6,000		\$	6,000	\$	(3,000)	\$	3,000	-50.0%	
Convention & Education	\$	10,000		\$	10,000		\$	10,000	\$	(4,000)	\$	6,000	-40.0%	
Miscellaneous	\$	1,000		\$	1,000		\$	1,000	\$		\$	1,000	0.0%	
Books, Dues & Subscriptions	\$	16,000		\$	16,000		\$	16,000	\$		\$	16,000	0.0%	
Office Supplies	\$	6,500		\$	6,500		\$	6,500	\$		\$	6,500	0.0%	
Equipment Rental	\$	4,075		\$	4,075		\$	4,075	\$		\$	4,075	0.0%	
Capital Outlay-Machinery/Equip	\$	-		\$	-		\$	-	\$	10,000	\$	10,000	100.0%	
Advertising - Tourism	\$	7,300		\$	(7,300)		\$	-	\$		\$	-	-100.0%	
Total TOWN ADMINISTRATION	\$	583,060	\$	(32,300)	\$	550,760		\$	550,760	\$	14,110	\$	564,870	-3.1%

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Town of Haymarket
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 July 1, 2020 to June 30, 2021

LEGAL SERVICES									
Legal Services	\$	70,000	\$	70,000	\$	70,000	\$	70,000	0.0%
Total LEGAL SERVICES	\$	70,000	\$	70,000	\$	70,000	\$	70,000	0.0%
INDEPENDENT AUDITOR									
Auditing Services	\$	16,000	\$	16,000	\$	16,000	\$	16,000	0.0%
Total INDEPENDENT AUDITOR	\$	16,000	\$	16,000	\$	16,000	\$	16,000	0.0%
Total ADMINISTRATION	\$	710,410	\$	678,110	\$	678,110	\$	682,620	-2.6%
PUBLIC SAFETY									
POLICE DEPARTMENT									
Salaries & Wages - Regular	\$	419,405	\$	419,405	\$	419,405	\$	419,405	0.0%
Salaries & Wages - OT Premium	\$	34,000	\$	34,000	\$	34,000	\$	20,000	-41.2%
Salaries & Wages - Holiday Pay	\$	17,000	\$	17,000	\$	17,000	\$	14,000	-17.6%
Salaries & Wages - Part Time	\$	20,000	\$	20,000	\$	20,000	\$	16,000	-20.0%
Salaries & Wages - VDOT	\$	-	\$	-	\$	-	\$	2,365	100.0%
Salaries & Wages - DMV Grant	\$	-	\$	-	\$	-	\$	13,300	100.0%
Salaries & Wages - Laney Detail	\$	-	\$	-	\$	-	\$	64,485	100.0%
FICA/MEDICARE	\$	36,397	\$	36,397	\$	36,397	\$	41,591	14.3%
VRS	\$	45,816	\$	45,816	\$	45,816	\$	45,816	0.0%
Health Insurance	\$	56,057	\$	56,057	\$	56,057	\$	56,057	0.0%
Life Insurance	\$	5,652	\$	5,652	\$	5,652	\$	5,652	0.0%
Disability Insurance	\$	2,000	\$	2,000	\$	2,000	\$	2,000	0.0%
Unemployment Insurance	\$	3,000	\$	3,000	\$	3,000	\$	3,000	0.0%
Workers' Compensation Insurance	\$	16,450	\$	16,450	\$	16,450	\$	16,450	0.0%
Line of Duty Act Insurance	\$	5,000	\$	5,000	\$	5,000	\$	5,000	0.0%
Legal Services	\$	24,000	\$	24,000	\$	24,000	\$	24,000	0.0%
Computer, Internet & Website	\$	14,000	\$	14,000	\$	14,000	\$	11,000	-21.4%
Postage	\$	500	\$	500	\$	500	\$	500	0.0%
Telecommunications	\$	10,000	\$	10,000	\$	10,000	\$	10,000	0.0%
General Prop Ins (Vehicles)	\$	3,800	\$	3,800	\$	3,800	\$	3,800	0.0%
Convention & Education	\$	5,000	\$	5,000	\$	5,000	\$	5,000	0.0%
Miscellaneous	\$	1,500	\$	1,500	\$	1,500	\$	-	-100.0%
Books Dues & Subscriptions	\$	13,000	\$	13,000	\$	13,000	\$	13,000	0.0%
Office Supplies	\$	5,000	\$	5,000	\$	5,000	\$	5,000	0.0%
Vehicle Fuels	\$	19,000	\$	19,000	\$	19,000	\$	16,000	-15.8%
Vehicle Maintenance/Supplies	\$	11,000	\$	11,000	\$	11,000	\$	11,000	0.0%
Uniforms & Police Supplies	\$	32,000	\$	32,000	\$	32,000	\$	20,000	-37.5%
Community Events	\$	2,000	\$	2,000	\$	2,000	\$	-	-100.0%
Capital Outlay-Machinery/Equip	\$	-	\$	-	\$	-	\$	31,592	100.0%
Total POLICE DEPARTMENT	\$	801,577	\$	801,577	\$	801,577	\$	876,013	9.3%
34100 - BUILDING OFFICAL									
Erosion & Sedimentation	\$	15,000	\$	15,000	\$	15,000	\$	15,000	0.0%
BUILDING OFFICIAL	\$	15,000	\$	15,000	\$	15,000	\$	15,000	0.0%
Total PUBLIC SAFETY	\$	816,577	\$	816,577	\$	816,577	\$	891,013	9.1%
PUBLIC WORKS									
Town Public Works	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	-	-100.0%
Street Beautification - HF	\$	2,213.00	\$	2,213.00	\$	2,213.00	\$	2,213.00	0.0%
REFUSE COLLECTION									
Trash Removal Contract	\$	86,625.00	\$	86,625.00	\$	86,625.00	\$	86,625.00	0.0%

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Total REFUSE COLLECTION	\$	86,625.00		\$	86,625.00		\$	86,625.00		\$	86,625.00		\$	86,625.00		0.0%
MAINT OF 15000 Wash St./Grounds																
Repairs/Maintenance Services	\$	65,000		\$	65,000		\$	65,000	\$	54,783	\$	119,783				84.3%
Maint Svc Contract-Pest Control	\$	3,000		\$	3,000		\$	3,000			\$	3,000				0.0%
Maint Svc Contract-Landscaping	\$	35,000		\$	35,000		\$	35,000			\$	35,000				0.0%
Maint Svc Contract Snow Removal	\$	7,000		\$	7,000		\$	7,000			\$	7,000				0.0%
Maint Svc Cont- Street Cleaning	\$	6,500		\$	6,500		\$	6,500			\$	6,500				0.0%
Electric/Gas Services	\$	16,500		\$	16,500		\$	16,500			\$	16,500				0.0%
Electrical Services-Streetlight	\$	5,500		\$	5,500		\$	5,500			\$	5,500				0.0%
Water & Sewer Services	\$	3,000		\$	3,000		\$	3,000			\$	3,000				0.0%
Janitorial Supplies	\$	2,000		\$	2,000		\$	2,000			\$	2,000				0.0%
Real Estate Taxes	\$	4,000		\$	4,000		\$	4,000	\$	(1,500)	\$	2,500				-37.5%
Total 43100 · MAINT OF 15000 Wash St./Grounds	\$	147,500		\$	147,500		\$	147,500	\$	53,283	\$	200,783				36.1%
Total PUBLIC WORKS	\$	286,338.00		\$	286,338.00		\$	286,338.00	\$	53,283	\$	289,621.00				18.6%
PARKS, REC & CULTURAL																
70000 · HAYMARKET CUMMUNITY PARK																
Grounds Maintenance/Repairs (Park Dev.)	\$	58,000.00	\$	(38,000)	\$	20,000.00		\$	20,000.00		\$	20,000.00				-65.5%
Total 70000 · HAYMARKET CUMMUNITY PARK	\$	58,000.00	\$	(38,000)	\$	20,000.00		\$	20,000.00		\$	20,000.00				-65.5%
EVENTS																
Contractual Services	\$	80,000		\$	80,000		\$	80,000	\$	(70,000)	\$	10,000				-87.5%
EVENTS - Other	\$	-							\$	10,000	\$	10,000				100.0%
Total EVENTS	\$	80,000		\$	80,000		\$	80,000	\$	(60,000)	\$	20,000				-75.0%
MUSEUM																
Advertising	\$	750		\$	750		\$	750			\$	750				0.0%
Telecommunications	\$	2,200		\$	2,200		\$	2,200			\$	2,200				0.0%
Books, Dues & Subscriptions	\$	250		\$	250		\$	250			\$	250				0.0%
Office Supplies	\$	250		\$	250		\$	250			\$	250				0.0%
Exhibits & Programs	\$	1,700		\$	1,700		\$	1,700			\$	1,700				0.0%
Total MUSEUM	\$	5,150		\$	5,150		\$	5,150		0	\$	5,150				0.0%
Total PARKS, REC & CULTURAL	\$	143,150.00		\$	105,150.00		\$	105,150.00	\$	(60,000.00)	\$	45,150.00				-41.9%
COMMUNITY DEVELOPMENT																
PLANNING COMMISSION																
Salaries & Wages - Regular	\$	5,670		\$	5,670		\$	5,670			\$	5,670				0.0%
FICA/Medicare	\$	500		\$	500		\$	500			\$	500				0.0%
Consultant - Engineer	\$	50,000		\$	50,000		\$	50,000	\$	(20,000)	\$	30,000				-40.0%
Consultant - Comp Plan	\$	40,000		\$	40,000		\$	40,000	\$	(25,000)	\$	15,000				-62.5%
Mileage Allowance	\$	250		\$	250		\$	250			\$	250				0.0%
Meals & Lodging	\$	700		\$	700		\$	700			\$	700				0.0%
Convention/Education	\$	1,500		\$	1,500		\$	1,500			\$	1,500				0.0%
Total PLANNING COMMISSION	\$	98,620		\$	98,620		\$	98,620	\$	(45,000)	\$	53,620				-45.6%
ARCHITECTURAL REVIEW BOARD																
Salaries & Wages - Regular	\$	7,830		\$	7,830		\$	7,830	\$	(2,000)	\$	5,830				-25.5%
FICA/Medicare	\$	850		\$	850		\$	850			\$	850				0.0%
Convention & Education	\$	2,000		\$	2,000		\$	2,000			\$	2,000				0.0%
Total ARCHITECTURAL REVIEW BOARD	\$	10,680		\$	10,680		\$	10,680	\$	(2,000)	\$	8,680				-18.7%
BOARD OF ZONING APPEALS																
Salaries & Wages - Regular	\$	1,325		\$	1,325		\$	1,325			\$	1,325				0.0%
FICA/Medicare	\$	98		\$	98		\$	98			\$	98				0.0%
Convention & Education	\$	500		\$	500		\$	500			\$	500				0.0%
Total BOARD OF ZONING APPEALS	\$	1,923		\$	1,923		\$	1,923			\$	1,923				0.0%

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Total COMMUNITY DEVELOPMENT	\$ 111,223		\$ 111,223		\$ 111,223	\$ (47,000)	\$ 64,223	-42.3%
NON-DEPARTMENTAL								
DEBT SERVICE								
General Obligation Bond - Prin	\$ 166,144.00		\$ 166,144.00		\$ 166,144.00		\$ 166,144.00	0.0%
General Obligation Bond - Int	\$ 16,500.00		\$ 16,500.00		\$ 16,500.00		\$ 16,500.00	0.0%
Capital Lease Pmt	\$ 31,592		\$ 31,592		\$ 31,592	\$ (31,592)	\$ -	-100.0%
Total DEBT SERVICE	\$ 214,236		\$ 214,236		\$ 214,236	\$ (31,592.00)	\$ 182,644	-14.7%
Total NON-DEPARTMENTAL	\$ 214,236		\$ 214,236		\$ 214,236	\$ (31,592.00)	\$ 182,644	-14.7%
PEDESTRIAN IMPROVEMENT PROJECT								
PEDESTRIAN IMPROVEMENT PROJECT	\$ 339,571		\$ 339,571		\$ 339,571	\$ (110,071)	\$ 229,500	-32.4%
Total PEDESTRIAN IMPROVEMENT PROJECT	\$ 339,571		\$ 339,571		\$ 339,571	\$ (110,071)	\$ 229,500	-32.4%
94107 · BLIGHT MITIGATION								
Building Official/Engr.	\$ 20,000		\$ 20,000		\$ 20,000	\$ 20,000	\$ 40,000	100.0%
Total 94107 · BLIGHT MITIGATION	\$ 20,000		\$ 20,000		\$ 20,000	\$ 20,000	\$ 40,000	100.0%
94108 · CIP FUND EXPENSE								
CIP FUND EXPENSE	\$ 95,961	\$ (66,572)	\$ 29,389		\$ 29,389	\$ 26,505	\$ 55,894	-41.8%
Total 94108 · CIP FUND EXPENSE	\$ 95,961	\$ (66,572)	\$ 29,389		\$ 29,389	\$ 26,505	\$ 55,894	-41.8%
TOTAL EXPENSES	\$ 2,737,466		\$ 2,600,594		\$ 2,600,594		\$ 2,480,665	-10.4%
Other Income / Expense								
Other Income								
50000 · CARES Act Funds	\$ -		\$ -	\$ 295,452	\$ 295,452		\$ 295,452	100.0%
Total Other Income				\$ 295,452	\$ 295,452		\$ 295,452	100.0%
Other Expense								
97000 · CARES Act Expenses	\$ -		\$ -	\$ 295,452	\$ 295,452		\$ 295,452	100.0%
Total Other Expense				\$ 295,452	\$ 295,452		\$ 295,452	100.0%
Revenues	\$ 2,737,466		\$ 2,600,594		\$ 2,896,046		\$ 2,776,117	1.4%
Expenditures	\$ 2,737,466		\$ 2,600,594		\$ 2,896,046		\$ 2,776,117	1.4%

Attachment: FY2020-2021 Adopted Budget_Amendments Timeline 11.02.2020 (4751) : Consideration of



Emily K. Lockhart
Town Planner and Zoning Administrator

MEMORANDUM

TO: Planning Commission

FROM: Emily K. Lockhart

DATE: October 28, 2020

SUBJECT: **SUP#2020-003, Iglesia Cristiana, 6611 Jefferson Street, Church Use in B-1**

Application Summary:

Applicant, Gerry Kennedy, with Kennedy Haymarket Properties, has applied for a Special Use Permit for Iglesia Cristiana Church to operate at 6611 Jefferson Street.

Background for Special Use Permit:

- Request for a special use permit for a church use in the Town Center District, B-1
- Applicant is requesting use permit for up to 100 parishioners
- Zoning Ordinance Parking Requirement for Religious Assembly uses 1 space per 4 seats

The applicant has provided the SUP application and a brief narrative.

The Zoning Ordinance requires the following standards are considered and met prior to approval.

- (1) *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.*
- (2) *The proposed use shall be in accordance with the general purpose and intent of the applicable zoning district requirements.*
- (3) *The proposed use shall not adversely affect the use or values of surrounding properties and structures.*
- (4) *The proposed use shall not adversely affect the health, safety or general welfare of persons residing or working in the neighborhood.*
- (5) *Pedestrian and vehicular traffic generated by the proposed use shall not be hazardous or conflict with the existing and anticipated traffic in the neighborhood.*
- (6) *Utility, drainage, parking, loading and other necessary facilities provided to serve the proposed use shall be adequate.*

Comprehensive Plan Excerpts

Historical Walking Central Portion of Town

This portion of Haymarket houses the old Town Hall, now the Haymarket museum, and the historic old post office. Development here should be carefully considered and should reflect the architecture that lines Washington Street and defines historic Haymarket. Architectural styles and building sizes should include Colonial, Federalist, and Folk Victorian with Greek revival and Italianate architectural details. Visual interest should be encouraged through the use of height variations ranging from one to three stories. Retail and professional buildings should be arranged in a “walk-around” manner, with parking off-site. In essence, development in this area should create a town center with a historical feel in which residents and visitors can walk, shop, eat, conduct business and relax. Restoration of the old post office will be required as part of any development plan. Consideration must be made to the utility of maintaining town hall in this portion of town or moving it to another location. From this point in town, all other structures should begin to look “newer”.

Town Planner Analysis of Impacts

- (1) 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.*

Response: The Comprehensive Plan provides the following statement for the purpose and the intent of the Neighborhood Town Center as proposed in the 2008 Comprehensive Plan:

Neighborhood/Town Center – Development of a center within the Town is proposed to provide a convenient focus for community activities and services such as neighborhood stores, offices and restaurants. A cluster of dwellings, stores, and local institutions has grown at the intersection of Washington Street and Jefferson Street as a result of convenient location, traffic flow, and nearby residential development. In addition, some portions of Washington Street west from the intersection of Washington Street and Hunting Path are proposed as Neighborhood/Town Center commercial areas with a visual connection of brick sidewalks and period street furniture.

Features of community development needed to strengthen Haymarket’s Town Center include:

- 1. Provisions for expansion of retail stores and offices serving Town residents in a manner consistent with an appropriate village character for the Center;*
- 2. Provision of additional off-street parking and loading facilities to serve commercial development, including a public parking lot to limit parking needs at individual sites;*
- 3. Preservation of architecturally significant structures including older residential and commercial structures as well as the Old Town Hall and Old Post Office buildings;*
- 4. Beautification activities including additional landscaping, new street furniture (lights, benches, trashcans) and brick sidewalks;*

5. *The elimination of distracting signs;*
6. *Repair and improve maintenance of sidewalks serving the residents adjacent to the Town Center;*
7. *The construction of new structures that are carefully integrated with older, existing buildings and do not overpower the existing Streetscape or pose a threat to the center's character.*

With the above intent in mind, it is the Town Planner's understanding that the religious assembly use would fit with the village character of the town center, allowing for an active use on the weekends for residents and the greater community.

- (2) *The proposed use shall be in accordance with the general purpose and intent of the applicable zoning district requirements.*

Response: The Zoning Ordinance provides the following statement for the purpose and the intent of the Town Center Business District;

ARTICLE X. - TOWN CENTER DISTRICT B-1
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.

It is the Town Planner's understanding that the religious assembly will meet the criteria for the developmental aspects of the B-1 District. The religious assembly provides a historic village use.

- (3) *The proposed use shall not adversely affect the use or values of surrounding properties and structures.*

The proposed use is in the structure located at 6611 Jefferson Street. The entry into the space is located on the eastern most façade, the rear of the structure, on the ground level. The entry does not front Jefferson Street.

There is no indication the proposed-mixed-use structure will decrease the values of the surrounding properties, however for the most accurate information an additional study on the economic value would need to be performed. There is an indication that the residential property located at 6610 Jefferson Street could be affected by the church's traffic flow before and after services. The service and use hours are outside of the typical 9-5 business day, M-F. The hours of operation will be Wednesday evenings, Saturday afternoon and evenings and Sunday evenings.

The proposed use shall not adversely affect the health, safety or general welfare of persons residing or working in the neighborhood.

There is no indication of any adverse effects on the health, safety, or general welfare of the persons residing or working in the neighborhood based on the SUP Package submitted for the religious assembly.

(4) Pedestrian and vehicular traffic generated by the proposed use shall not be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The applicant has stated that the congregation is currently small in size however, hopes to grow to 100 parishioners. This would require 25 parking spaces minimum.

The vehicular traffic along Jefferson Street may be impacted during certain times of the day when the parishioners are awaiting traffic to turn into and out of the parking lot. Furthermore, the surrounding residential properties, 6610 Jefferson St and the apartments at 6601 Jefferson Street, may possibly be impacted by the vehicles leaving the property after the evening services, due to headlights in windows, or a higher volume of vehicles.

(5) Utility, drainage, parking, loading and other necessary facilities provided to serve the proposed use shall be adequate.

Town Planner has requested a parking layout map for the property to demonstrate the proper parking requirements have been met and will be provided. Other utilities have already been installed and in use by previous tenants.

Planner Recommendation:

The Planning Commission has recommended approval with the following motion – ***“Councilman Weir moved that the Planning Commission to forward SUP #2020-003 to the Town Council for Public Hearing with the following recommended conditions: 1). 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; 2). The applicant provides a parking plan prior to the publication of the agenda on which the Town Council hearing for the SUP appears. Commissioner Beyenne seconded the motion. The motion carried by a roll call vote.”***

The following items were up for discussion at the Planning Commission in regard to conditions to the SUP.

Th applicant has provided updated information for the Special Use Permit, to include updated hours of operation. The Pastor has confirmed the following hours;

Wednesday 7PM – Prayer 1 Hour

Saturday	7PM – Service 2 Hours
Sunday	4PM – Service 2 Hours

The applicant, originally, stated hours of operation were Sundays from 9:00 am to 1:00 pm.

Town Planner has requested the applicant provide proof of occupancy for the space so that the maximum allowed participants per the Fire Marshal can be determined.

Other areas for concern and or discussion with the Planning Commission is the provided parking (is the parking adequate with the religious assembly as well as other tenants?) and the hours of operation. Is there a need to restrict the hours of operation to end at a certain time to allow flexibility for the church and protect the surrounding residents from disturbance? Example; if Saturday night service extends beyond 9:00 pm and the congregation does not leave the property until 10:00 pm or later will this ultimately disturb the surrounding residences?

The Planner is in support of the approval of the SUP with the condition that the applicant must provide an occupancy permit prior to opening of the facility.

Draft Motion:

“I move 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.”

Or Alternate Motion.



SUP# _____

SPECIAL USE PERMIT APPLICATION

NOTE: This application must be filled out completely and all submission requirements must be met before the application can be accepted and scheduled for review/Public Hearing.

NAME OF BUSINESS/APPLICANT: KHP, LLC.

SITE ADDRESS: 6611 JEFFERSON ST, HAYMARKET VA 20169

ZONING DISTRICT: R-1 R-2 B-1 B-2 I-1 C-1 **SITE PLAN PROPOSED:** Yes No

PROPOSED USE(S): OFFICE & RELIGIOUS ASSEMBLY **CODE SECTION(S) #:** 58-1.7(d) & 58-10.3

BRIEF DESCRIPTION OF ACTIVITY: *In the space below or in an attached narrative, please describe in detail the proposed activity including size and type of proposed/existing structures, hours of operation, type of clientele, number of vehicles anticipated to visit the site during an average workday and any other changes that will affect the nature or appearance of the structure(s) or site.*
See attached narrative

Supporting Documentation (attached): Narrative (addressing criteria of Section 58-9(a)) Plan/Plat

(58-1.7(d))

ADDITIONAL INFORMATION FOR HOME OCCUPATIONS (SUBJECT TO SECTION 58-16):

TYPE OF STRUCTURE: SFD TH **TOTAL FLOOR AREA OF MAIN STRUCTURE:** 14,200 (sq. ft.)

FLOOR AREA DEVOTED TO HOME OCCUPATION: 0 (sq. ft.)

NUMBER / TYPE OF VEHICLES: 17 for Sunday Religious Assembly - 1 per 4 seats - 68 total seats

NUMBER / TYPE OF EQUIPMENT AND METHOD OF STORAGE (i.e. garage, accessory storage, etc.):
N/A

OFF-STREET PARKING SPACES PROVIDED: 47 **NO. OF EMPLOYEES WORKING FROM SITE:** _____

FEE: \$500 Residential \$200 Residential In-Home Business
 \$350 Commercial (no land disturbance) \$1,500 Commercial (land disturbance)

APPLICANT/PERMIT HOLDER INFORMATION		PROPERTY OWNER INFORMATION	
KENNEDY HAYMARKET PROPERTIES, LLC		KENNEDY HAYMARKET PROPERTIES, LLC	
Name PO BOX 795		Name PO BOX 795	
Address HAYMARKET VA 20168		Address HAYMARKET VA 20168	
City 703 929 2121	State VA	City 703 929 2121	State VA
Phone#(s) sheehanwp@gmail.com		Phone#(s) SHEEHANWP@GMAIL.COM	
Email Address		Email Address	

Attachment: 2-SPECIAL USE PERMIT signed APPLICATION (version 3) (4752 : Consideration of SUP Application: 6611 Jefferson Street)



TOWN OF HAYMARKET SPECIAL USE PERMIT APPLICATION

SUP# _____

APPLICANT / PROPERTY OWNER CONSENT

*****REQUIRED*****

I, as owner or authorized agent for the above-referenced parcel, do hereby certify that I have the authority to make the foregoing application and that the information provided herein or attached hereto is correct and a true representation of the activity and method of operation described. Construction of any improvements described herein and as shown on the attached plat, plan and/or specifications will comply with the ordinances of the Town of Haymarket, any additional restrictions and/or conditions prescribed by the Planning Commission or the Town Council, and all other applicable laws.

Patrick Sheehan

dotloop verified
07/28/20 4:57 PM EDT
Y3RH-P2G1-H3IY-XE05

Patrick Sheehan

dotloop verified
07/28/20 4:57 PM EDT
AM1L-CDXQ-ETQB-FHSV

Applicant Signature

Property Owner Signature

Date

Date

OFFICE USE ONLY

DATE FILED: _____ FEE AMOUNT: _____ DATE PAID: _____

DATE TO ZONING ADMINISTRATOR: _____ STAFF REVIEW COMPLETE: _____

APPLICABLE ZONING ORDINANCE SECTION(S) / RECOMMENDED CONDITIONS:

ZONING ADMINISTRATOR

DATE

DATE TO PLANNING COMMISSION: _____ PUBLIC HEARING DATE: _____

RECOMMEND APPROVAL RECOMMEND DENIAL NO RECOMMENDATION

RECOMMENDED CONDITIONS:

CHAIRMAN

DATE

DATE TO TOWN COUNCIL: _____ PUBLIC HEARING DATE: _____

APPROVED DENIED

CONDITIONS:

Attachment: 2-SPECIAL USE PERMIT signed APPLICATION (version 3) (4752 : Consideration of SUP Application: 6611 Jefferson Street)



KENNEDY HAYMARKET PROPERTIES, LLC
 P.O. Box 795
 Haymarket, VA 20168

Narrative Regarding Application for Special Use Permit for Religious Assembly 6611 Jefferson St., Haymarket, VA 20169

This brief is submitted in connection with Special Use Permit application for Religious Assembly for tenant use in leased space at 6611 Jefferson St., Haymarket VA 20169

The following items are noted in support of this application in compliance with criteria of Section 58-1.7(d):

- 6611 Jefferson is a commercial building in the Town Center B-1 Zoning District providing General Business and Office Space to its tenants. This building has a history of religious assembly usage almost from its construction. In the past the building was owned and occupied by Shepherd of The Hills Church, who sold the property to Kennedy Haymarket Properties in 2006 and remained in the facility for several years after the sale. Space was also occupied for several years by St. Katherine Drexel Catholic Church. The building accommodates small religious gatherings very nicely, without disturbing other tenants or occupants of the surrounding area.
- Off street parking is more than adequate for the Religious Assembly usage which will occur primarily on Sundays when other tenants are not in the building. Calculated at 1 parking space per 4 seats of design capacity (Sec. 58-6.1) total Special Use parking requirements for Religious Assembly is 17 parking spaces with maximum capacity of 68 seats.
- Religious Assembly Special Use Permit is requested for space in the building which will occur primarily on Sunday, a day of the week when other tenants are not present.
- Religious Assembly is believed to be in concert with the general intent of zoning district requirements. Sec. 58-10.3 Special Uses of the Haymarket Virginia Code of Ordinances identifies Religious Assembly as an acceptable use for Town Center B-1 via Special Use Permit.
- The proposed use of Religious Assembly is not believed to adversely affect the use or values of surrounding properties and structures. Additionally, Religious Assembly usage has no adverse effect on the health, safety or general welfare of persons residing or working in the neighborhood.
- Pedestrian and vehicular traffic generated by the proposed Religious Assembly use will occur primarily on Sunday and is not deemed hazardous or in conflict with the existing and anticipated traffic in the neighborhood.



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[Get Adobe Reader Now!](#)



KENNEDY HAYMARKET PROPERTIES, LLC
P.O. Box 795
Haymarket, VA 20168

Emily Lockhart
Town Planner & Zoning Administrator
Town of Haymarket
15000 Washington St.
Haymarket, VA 20169

September 22, 2020

Subject: Parking Plan 6611 Jefferson ST. SUP for Religious Assembly

Ms. Lockhart:

Enclosed please find Parking Plan in connection with Special Use Permit for Religious Assembly at 6611 Jefferson St, Haymarket VA. 20169,

Best regards,


Gerry Kennedy for KHP

cc: Chris Coon, Town Manager
KHP File

Attachment: 5- Parking Plan (4752 : Consideration of SUP Application: 6611 Jefferson Street)

6611 Jefferson ST. Haymarket, VA 20169

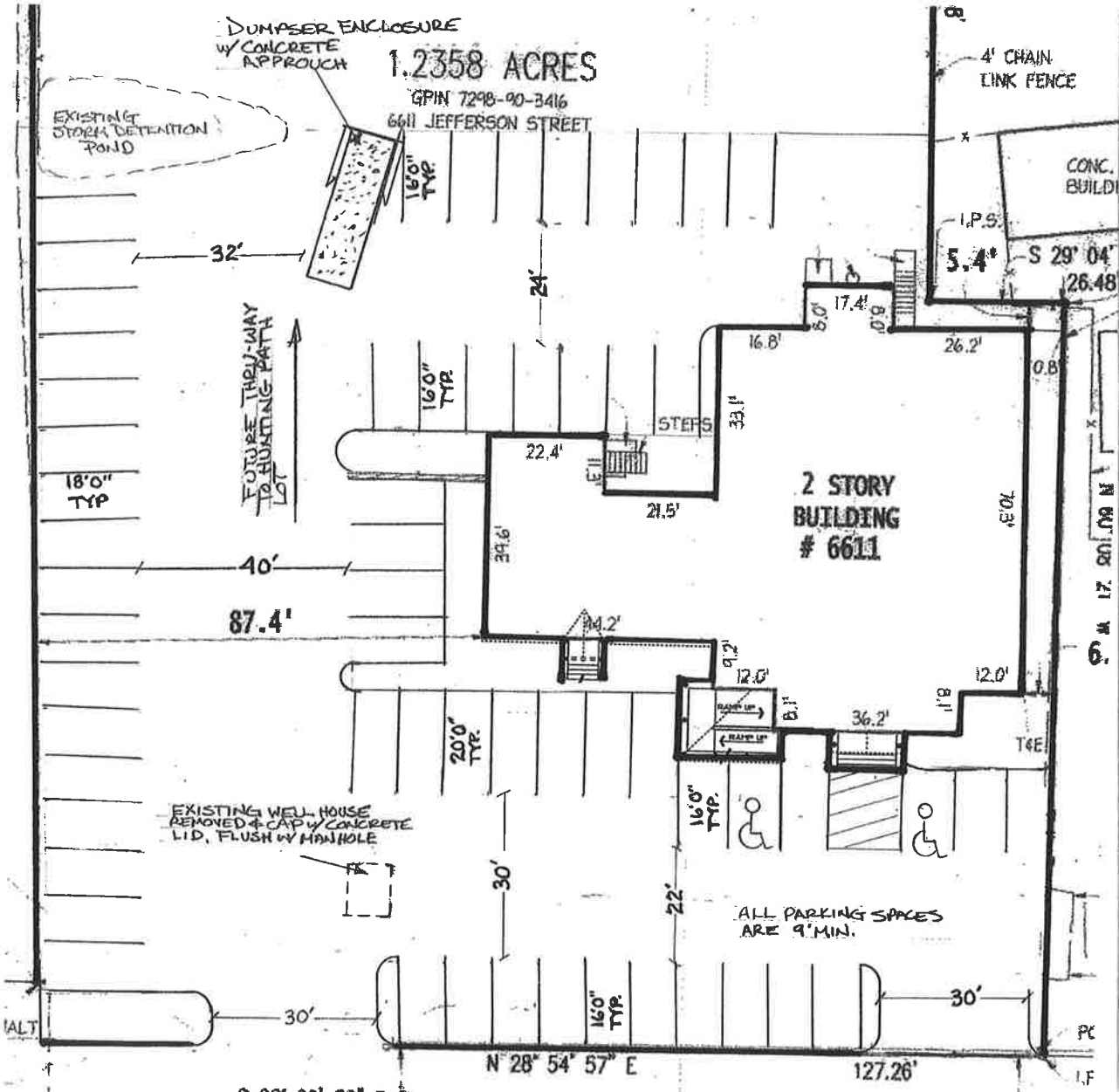
There are four leasable spaces in the 6611 Jefferson Facility, Second Floor: Suite 301 & 303; Ground Floor: 100; Basement: Suite 103. Parking demands are as follows:

<u>Suite #</u>	<u>PrimaryUse</u>	<u>High Use Parking Demand (# of Cars)</u>
<u>Primary Hours of Parking Demand</u>		
301	Office	5 – 8
Mon – Fri	8 am – 5 pm	
303	Family Counseling	4 – 8
Mon – Sat	Anytime 8 am – 9 pm	
100	Family & Youth Counseling	8 – 12
Mon – Sat	8 am – 5 pm	
103 (Basement)	Church Religious Assembly	<u>12 – 15</u>
Wed 7 pm – 8 pm; Sat 7 pm – 9 pm; Sun 4 pm – 6 pm		
TOTAL SIMULTANEOUS DAMAND:		29 – 43
TOTAL PARKING SPACES THIS SITE:		59
EXCESS PARKING PLACES @ PEAK DEMAND::		16

Narrative:

1. The 6611 Jefferson St Building is under-utilized both in terms of occupancy and parking, even at full tenancy. While this trend began with COVID-19, it is expected to remain in effect POST-COVID-19 and for the long term view. Tenants have converted portions of their business and employees to remote management. Technologies like Zoom and Tele-Medecine have been widely employed and are planned to remain in effect after the COVID Pandemic ends.
2. Suite 100 is utilizing Tele-Medicine techniques and have stated that they will actively continue to do so POST-COVID-19. The same is true for Suite 303. Suite 301 is currently vacant and parking projections are based upon full use of the space without benefit of remote communication techniques. Suite 103 (Religious Assembly) is projected at existing capacity plus 33% to insure sufficient parking capability.
3. Calculations above show High Use Parking Demand as simultaneous demand. In actuality this is not the case. Religious Assembly High Parking Demand primarily occurs during off-hours from the rest of the 6611 Jefferson St tenants.
4. Existing simultaneous parking demand can increase by 35% and not exceed existing parking space availability.

Attachment: 5- Parking Plan (4752 : Consideration of SUP Application: 6611 Jefferson Street)



Parking Plan – Special Use Permit for Religious Assembly

6611 Jefferson ST. Haymarket, VA 20169



KENNEDY HAYMARKET PROPERTIES, LLC
Haymarket, VA 20168

Attachment: 5- Parking Plan (4752 : Consideration of SUP Application: 6611 Jefferson Street)



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.



TOWN OF HAYMARKET PLANNING COMMISSION

PUBLIC HEARING/REGULAR MEETING ~ MINUTES ~

Emily Lockhart, Town Planner
<http://www.townofhaymarket.org/>

15000 Washington Street, Suite 100
Haymarket, VA 20169

Monday, September 21, 2020

7:00 PM

Council Chambers

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

Chairman Matt Caudle 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, Commissioner Aayush Kharel attended this evening's meeting via Zoom meeting from his home.

1. Zoom Invite -

<https://us02web.zoom.us/j/84205609560?pwd=AEpLOEhvUWIDdFVEM3IzenpGYUtuUT09>

Chairman Matt Caudle: Present, Commissioner Aayush Kharel: Present, Councilman Bob Weir: Present, Commissioner Robert Hallet: Present, Commissioner Jackie Walker: Present, Commissioner Alexander Beyene: Present, Commissioner Thomas Utz: Absent.

II. Pledge of Allegiance

Chairman Matt Caudle invited everyone to stand for the Pledge of Allegiance followed by a moment of silence.

After the moment of silence, Chairman Caudle stated that the Van Metre site plan will be moved to the first item on agenda items for the sake of time for the representatives.

III. Public Hearing Notice and Public Comment

1. Public Hearing Notice 1 - SUP 6611 Jefferson Street

Chairman Caudle opened the public hearing for the SUP application to consider a religious assembly at 6611 Jefferson Street. Mr. Caudle opened the floor for public comment.

Mr. Jerry Kennedy, the property owner, addressed the Planning Commission requesting the application be approved with recommendation to move forward to the Town Council. He stated that the building served as a church for a long time. He shared that the church would occupy the basement of the building which was used by the Haymarket Food Pantry and that the church would have very little impact on the building since it has a small congregation. He also stated that because the church operates at off hours, such as Wednesday and Saturday evenings and Sunday mornings, it would have minimal effect on the other businesses occupying the building. There were no other citizens wishing to address the Planning Commission on this subject.

At this time, Chairman Caudle closed this Public Hearing.

2. Public Hearing Notice 2 - Proffer Amendment 14600 Washington Street

Chairman Caudle opened the Public Hearing for the Proffer Amendment application for 14600 Washington Street. Mr. Caudle opened the floor for public comment.

Jim Payne, owner of A Dog's Day Out located at 6680 Fayette Street, stated that he thinks the lease with PWC Parks and Rec should be ironed out prior to considering the application.

Justin Brandel, 67 Sycamore Park Drive, expressed his safety concerns of excessive traffic onto Bleight Drive.

At this time, Town Planner Emily Lockhart and Town Manager Chris Coon read the emails submitted to the Town on this subject. The following are the names, addresses and a short comment on the topic.

Jim McGuire asked that the Commission to deny the application.

Nick Pulire, 6740 Bleight Drive, asked that the Commission to deny the application.

Ronald Phillips, Sr., 6700 Sycamore Park Drive, asked that the Commission to deny the application.

Joseph ManGoong, 6744 Bleight Drive, asked that the Commission to deny the application.

Greg and Yvette Teriie, Dogwood Park Lane, asked that the Commission to deny the application.

Attachment: 1.5 Draft PC Minutes (4753 : Consideration of Proffer Amendment Application: 14600 Washington Street)

Dave O'Mara, 6717 Sycamore Park Drive, asked that the Commission to deny the application.
 Cathy Pasanello, 6895 Track Court, asked that the Commission to deny the application.
 Julian Pulire, 6740 Bleight Drive, asked that the Commission to deny the application.
 Dionel Zapata, 6736 Bleight Drive, asked that the Commission to deny the application.
 Debbie Dallesandro, 14947 Madison Ct., asked that the Commission to deny the application.
 James and Maureen Carroll, asked that the Commission to deny the application.
 John Tuell, asked that the Commission to deny the application.
 William Wallace, 14808 Cypress Park Lane, asked that the Commission to deny the application.
 Larry Schultz, 6732 Bleight Drive, asked that the Commission to deny the application.

Chairman Caudle closed the public hearing after Ms. Lockhart read the entirety of emails read into the record.

At this time Dottie Leonard, 14801 Washington Street, stated that she did not have the opportunity to speak on the subject of the SUP application for religious assembly. Chairman Caudle allowed Ms. Leonard to speak on the SUP public hearing even though that public hearing was already closed. Ms. Leonard spoke in favor of the SUP application. Ms. Leonard also commented on the Proffer Amendment application. She spoke in favor to approve the proffer amendment application as presented.

**** All email correspondence are attached at the end of the minute record ****

IV. Public Hearing Adjournment

1. Motion to adjourn the public hearing.

Chairman Caudle asked for a motion to adjourn the public hearing. **Commissioner Hallet moved to adjourn the public hearing with a second by Councilman Weir. The motion carried.**

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Caudle, Kharel, Weir, Hallet, Walker, Beyene
ABSENT:	Thomas Utz

V. Citizens Time

Chairman Caudle opened the floor for Citizen's Time. There were no citizens wishing to address the Planning Commission at this time.

VI. Agenda Items

1. Van Metre Site Plan: 14850, 14860 Washington St, 6701 Hunting Path Rd

Chairman Caudle invited the representatives from Van Metre to give their site plan presentation. Town Planner Emily Lockhart gave a brief report on the Van Metre project for 14850, 14860 Washington Street and 6701 Hunting Path. Ms. Lockhart shared that Van Metre received SUP approval for 38 town homes on this property from the Town Council earlier in the year and is present at this evening's meeting to present the site plans of the project to the Planning Commission. Ms. Lockhart stated that this is the opportunity for the Planning Commission to see the plans and ask questions.

At this time, Deborah Harrover from Van Metre gave the site plan presentation to the Planning Commission.

There were questions on tying in the sidewalk from Longstreet Commons to the development. Ms. Harrover stated that they would be tying into the Longstreet Commons development. There were also questions on approved SUP. Commissioner Beyenne stated that he would like to go on record with his concerns on the amount of vehicles per day that the study indicated. Ms. Harrover responded that the engineer did not give the correct estimate. Ms. Harrover stated that she would give the correct estimate once she receives them from the engineer.

With no further questions, Chairman Caudle thanked the representatives for their presentation. Ms. Lockhart stated that she would send any questions to the representatives before their next site plan presentation in October or November.

There was no action taken at this time.

2. Consideration of SUP: 6611 Jefferson Street

The Planning Commission considered the Special Use Permit application for 6611 Jefferson Street. There was a short discussion on the Town Planners recommendation.

Councilman Weir moved that the Planning Commission to forward SUP #2020-003 to the Town Council for Public Hearing with the following recommended conditions: 1). 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; 2). The applicant provides a parking plan prior to the publication of the agenda on which the Town Council hearing for the SUP appears. Commissioner Beyenne seconded the motion. The motion carried by a roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Alexander Beyene, Commissioner
AYES:	Caudle, Kharel, Weir, Hallet, Walker, Beyene
ABSENT:	Thomas Utz

3. Consideration of Proffer Amendment: 14600 Washington Street

Town Planner Emily Lockhart gave a brief history on the Proffer Amendment application that went before a joint public hearing with the Town Council on June 29, 2020. Ms. Lockhart shared that the application request changed from 4.51 acres to 0 acres. Ms. Lockhart explained that once the change was discovered, the public hearing was re-advertised with the correct acreage change. Ms. Lockhart stated that the applicant submitted updated documents and gave updated information in regards to the proffered land and its use. Town Planner Lockhart stated that the applicant was present to answer any questions. Chairman Caudle invited the applicant to the podium.

Connor Leake, president of Haymarket Properties Group, stated that he would like to give the power point presentation since there the Planning Commission has new members. There was a short recess with the attempt to get the Power Point presentation could be accessed on the screen. Mr. Leake introduced Keith Lowery, a partner of Haymarket Properties Group prior to giving a vocal presentation until the Power Point was being accessed on the screen. Mr. Leake shared how Haymarket Properties Group, HPG, acquired the property and in 2014 did a boundary line adjustment to bring the entire property into the Town. He continued to state that the property was then re-zoned from residential to B-1. He also stated that at that time, HPG entered into a 10 year proffer agreement with Prince William Parks and Rec in which they would have use of the recreational fields. Mr. Leake stated that the end of the 10 years, HPG could market the property for one year at fair market value that is not the same price of what the County is paying. He continued to state that if no one comes into an agreement during that time, HPG would have the right to develop the property. He stated that HPG would like to tie the proffer in direct correlation with the lease. Mr. Leake stated that they would like to amend the proffer to allow development where the front ball fields currently sit and if the County would like to extend the lease in 2024, they would consider having a conversation at the time. At the end of his presentation, Mr. Leake answered questions from the Planning Commission.

Chairman Caudle clarified that HPG would develop the front portion of the property leaving the back portion near Dogwood Park Lane undeveloped and would remain ball fields. Mr. Leake confirmed that the plan is better detailed in the General Development Plan that was submitted and that HPG also has a concurrent Special Use Permit application submitted to the Town. Mr. Leake also shared information of an email conversation with Prince William Parks and Rec on the subject of the back portion of the property. Commissioner Beyenne questioned why Parks and Rec did not share that information with the Town Planner when she had a conversation with them. There was a discussion on subject on the back portion of the property and the proffer amendment statement submitted on June 24th. Commissioner Beyenne questioned the current lease with Parks and Recreation and the terms of lease. There was a lengthy discussion on the proffer amendment application that was submitted. Councilman Weir shared that he was part of

Attachment: 1.5 Draft PC Minutes (4753 : Consideration of Proffer Amendment Application: 14600 Washington Street)

a recent conversation between the Town and Seth Hendler-Voss from Parks and Rec on the County's intended use of the ball fields. Chairman Caudle read an email from Mr. Hendler-Voss of Parks and Rec dated April 2018 into the record regarding the use of the ball fields. Mr. Caudle asked Mr. Leake if he had received any recent communication with Mr. Hendler-Voss. Mr. Leake stated that he received information from Mr. Hendler-Voss in regards to the proposed GDP and the intent of the ball fields. Town Planner Lockhart stated that she could reach out to Mr. Hendler-Voss for written documentation on the conversation with the Town. Commissioner Beyenne also read a recent email into the record from Mr. Hendler-Voss dated July 15, 2020. The emails read by Mr. Caudle and Mr. Beyenne will be attached to the minutes. There was a lengthy discussion on the emails provided and the Town's conversation with Parks and Rec regarding land use and the future plans of any ball fields in the Haymarket area. Mr. Lowery stated that HPG was not invited to the conversation. Ms. Lockhart stated that since this was a discussion between the Town Attorney and HPG's attorney, she felt that the Town Attorney should be invited to the next meeting to discuss the subject further. Councilman Weir stated that the Commission needs to address the application at hand, which is the amendment to the proffer that was established in 2013 which eliminates the first paragraph of the proffer. A discussion followed.

Since there were several questions on the application and in particular the lease agreement with Prince William County Parks and Rec, there was a suggestion to invite the representative from Parks and Rec to the next meeting along with the Town Attorney. Town Manager Coon stated that he will invite the Town Attorney to next meeting to answer questions of the Planning Commission.

Councilman Weir moved to defer for consideration of the rezoning #20130528 and associated SUP 2020-002 until our next regularly scheduled meeting on October 19, 2020. This motion failed for a lack of a second.

4. Motion: A Resolution to promote the health, safety or general welfare of the Public

Councilman Weir moved to approve the following resolution. The motion was seconded by Commissioner Beyenne. A discussion followed. There was a 5 minute recess for the resolution to be distributed and reviewed by all Planning Commission members. After the recess, Chairman Caudle stated that he wanted to go on record that the Commission was voting on something that they don't have total clarity on asked for a roll call vote after the review of the resolution from the Planning Commission. The motion carried by a roll call vote.

Whereas, the Haymarket Planning Commission is empowered to review land use applications to ensure the health, safety or general welfare of the public, and

Whereas, the enumeration of particular powers by the Charter of the Town of Haymarket shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the Haymarket Planning Commission shall have and may exercise all powers which, under the constitution and laws of this state, it would be competent for the Charter specifically to enumerate, and

Whereas, for the purpose of promoting the health, safety or general welfare of the public and of further accomplishing the objectives of Code of Virginia, § 15.2-2200, chapter 58 was adopted as the zoning ordinance of the town, and

Whereas, a portion of the police power of the commonwealth has been delegated to the town, to be exercised reasonably in determining the manner of its development. The state legislature has left much discretion to the town in making such determinations, relying on the local governing body's knowledge of local conditions and the needs of its individual communities. Public necessity, health, safety, convenience, general welfare, and good zoning practice provide guiding factors for the council in its quest to exercise its legislative mandate in formulating a reasonable policy of town planning for the general good and welfare, and

Whereas, the Virginia Code a zoning ordinance may include provisions for the granting of special exceptions and the governing body of any city, county or town may reserve unto itself the right to issue such special exceptions, and

Whereas the Supreme Court of Virginia has consistently held the exercise of that power to be a legislative, rather than an administrative act. A fortiori, the decision of the legislative body, when framing its zoning ordinance, to place certain uses in the special exception or conditional use category, is a legislative action (Board of Supervisors of Fairfax County v. The Southland Corporation, 224 Va. 514; 297 S.E.2d 718; 1982), and

Whereas, the Haymarket Planning Commission has reviewed a proposed proffer amendment to REZ #201030528, and

Whereas, in the proffer amendment statement dated June 1, 2020, the Applicant amended the proffered acreage for park preservation from 4.51 to 2.06 acres, and

Whereas, in the proffer amendment statement dated June 24, 2020, the Applicant amended the proffered acreage for park preservation from 4.51 to 0 acres, and

Whereas, the current deed of lease for use of the park acreage entered into between Haymarket Properties Group, LLC and the Board of County Supervisors of Prince William County, Virginia will not expire until at least August 13, 2023, and

Whereas, the proffers dated August 1, 2013 provided that the recreational fields will be maintained for recreational field use 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, and

Whereas, the Applicant intends to terminate the recreational use as early as August 13, 2023, and

Whereas, upon information and belief, the Applicant has not entered into a contract to sell the Project, and

Whereas, the Prince William County Parks and Recreation Department asserts that it is currently making use of all of the proffered fields, desires to continue such use and is lacking in additional park acreage in the western portion of Prince William County, and

Whereas, the Applicant has not fully complied with the conditions of the 2013 proffer statement, and

Whereas, the Planning Commission finds that each of the foregoing grounds can be deemed severable, and

Whereas, as a matter of good zoning practice the approval the proposed amendment to REZ#20130528 would not serve the health, safety or general welfare of the public;

NOW, THEREFORE, BE IT RESOLVED by the Haymarket Planning Commission, that in order to promote the health, safety or general welfare of the public, it is recommended that proposed proffer amendment to REZ#20130528 be denied.

RESULT:	ADOPTED [5 TO 1]
AYES:	Kharel, Weir, Hallet, Walker, Beyene
NAYS:	Matt Caudle
ABSENT:	Thomas Utz

5. QBE SUP Application 30 Condos: 14600 Washington Street
Councilman Weir moved that the Planning Commission defer consideration of SUP #2020-002 to a date uncertain pending final action by the Town Council on the proffer amendment to REZ20130528. Commissioner Beyenne seconded the motion. Chairman

Attachment: 1.5 Draft PC Minutes (4753 : Consideration of Proffer Amendment Application: 14600 Washington Street)

Caudle asked for the written draft to the motion. There was a discussion on the date of the meeting.

Councilman Weir amended the motion that the Planning Commission defer consideration of SUP #2020-002 to the meeting on November 16, 2020 pending final action by the Town Council on the proffer amendment to REZ20130528. Commissioner Hallet seconded the amended motion. There was a question from Town Staff if the Town Council did not take final action at their November meeting. The discussion continued on the subject. The motion carried by a roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Robert Hallet, Commissioner
AYES:	Caudle, Kharel, Weir, Hallet, Walker, Beyene
ABSENT:	Thomas Utz

VII. Minute Approval

1. Planning Commission - Regular Meeting - Aug 17, 2020 7:00 PM

Councilman Weir moved to approve the minutes from August 17, 2020. Commissioner Hallet seconded the motion. The motion carried.

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Caudle, Kharel, Weir, Hallet, Walker, Beyene
ABSENT:	Thomas Utz

VIII. New Business

Town Planner Emily Lockhart updated the Planning Commission on the Jefferson Street project.

IX. Old Business

Town Planner Emily Lockhart stated that she would be available to the Planning Commission on the Van Metre first submission of the site plan that was presented earlier in the evening. She also stated to send her any concerns or questions that she could forward to Van Metre so that they can address them at the October meeting.

Ms. Lockhart also shared that staff was to meet with the representative from VDOT regarding the replacement of the crosswalks from the recent paving on Washington Street.

Lastly Ms. Lockhart shared that she was preparing notices of violation to several properties in Town.

X. ARB Updates

Commissioner Kharel gave the ARB updates. He stated that there was a discussion of the Town obtaining a Virginia LOVE sign to bring more people into Town, how it would be utilized and involving more people in the Town. He also shared the ARB will be looking at the Town gateway and monument signs.

XI. Town Council Updates

Councilman Weir gave the Town Council updates. He shared that the Planning Commission will probably be amending the zoning ordinance in the near future.

XII. Adjournment

With no further business before the Planning Commission, Councilman Weir moved to adjourn with a second by Commissioner Hallet. The motion carried.

1. Motion to Adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Weir, Councilman
SECONDER:	Robert Hallet, Commissioner
AYES:	Caudle, Kharel, Weir, Hallet, Walker, Beyene
ABSENT:	Thomas Utz

Submitted:

Approved:

Kim Henry, Clerk of the Council

Matt Caudle, Chairperson

DRAFT

Attachment: 1.5 Draft PC Minutes (4753 : Consideration of Proffer Amendment Application: 14600 Washington Street)

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:

Attachment: 2- 14600 Washington_Proffer Condition Amendment-Final (4753 : Consideration of Proffer Amendment Application : 14600

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 or 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 (4753 : Consideration of Proffer Amendment Application: 14600

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

Attachment: 2- 14600 Washington_Proffer Condition Amendment-Final (4753 : Consideration of Proffer Amendment Application: 14600

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 surplused 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

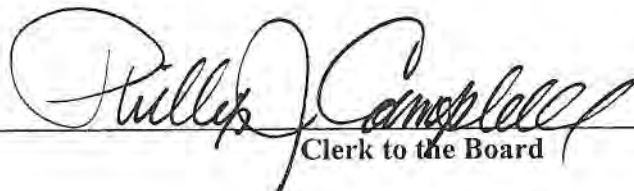
Absent from Vote: None

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]

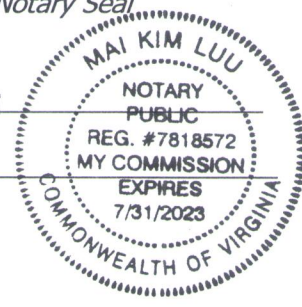
b) Signature of **agent** (if any): _____

c) Date: 7-27-2020

Notary Seal

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

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



Attachment: 3- 14600 Washington_Proffer Condition Amendment-Final v2 (4753 : Consideration of Proffer Amendment Application: 14600

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

APPROVED:

[Signature]
 Mayor, Town of Haymarket

August 5, 2013
 Date

Attachment: 4- PACE 14600 Washington St. 08-05-2013 Proffer (4753 : Consideration of Proffer Amendment Application: 14600 Washington

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

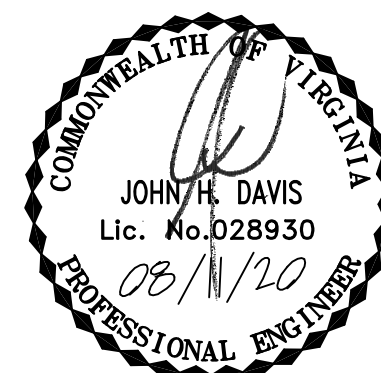
I, JOHN H. DAVIS, A PROFESSIONAL ENGINEER IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE LAND EMBRACED ON THIS SITE IS NOW IN THE NAME OF:

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

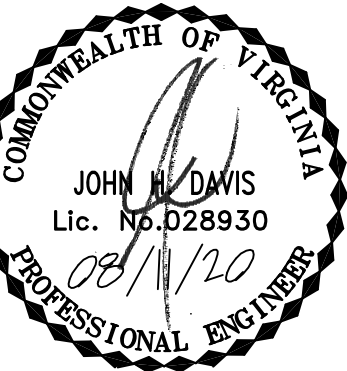
DIRECTOR OF PLANNING

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

DWG PATH: S:\PROJECTS\SPACE WEST SCHOOL VENG\SKETCH PLAN\DELIVERABLES\GDP-01-COVER.dwg

Attachment: QBE BUSINESS PARK GDP 08-11-20 (4753) : Consideration of Proffer Amendment Application: 14600 Washington Street

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)

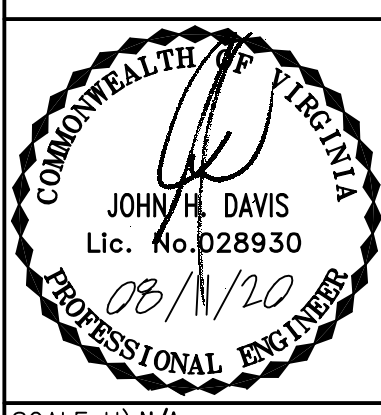
QBE BUSINESS PARK			
SITE TABULATIONS			
ZONING			B-1
PARCEL: GPIN 7397-19-1734			
GROSS SITE AREA	8.8353 AC (384,867 SF)		
		REQUIRED	PROVIDED
BUILDABLE LOT COVERAGE	85% (MAX.)		74.30%
BUILDING HEIGHT	4-STORIES (50' MAX.)		50' (MAX.)
FLOOR AREA RATIO	NO MAXIMUM		N/A
SETBACK/YARD REQUIREMENTS			
FRONT 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
112,260 G.S.F. COMMERCIAL/RETAIL	1/30,000 UP TO 70,000 SF PLUS 1/100,000 SF THEREAFTER		2.00
30 RESIDENTIAL (CONDOMINIUM)	NONE		0.00
TOTAL			2.00

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

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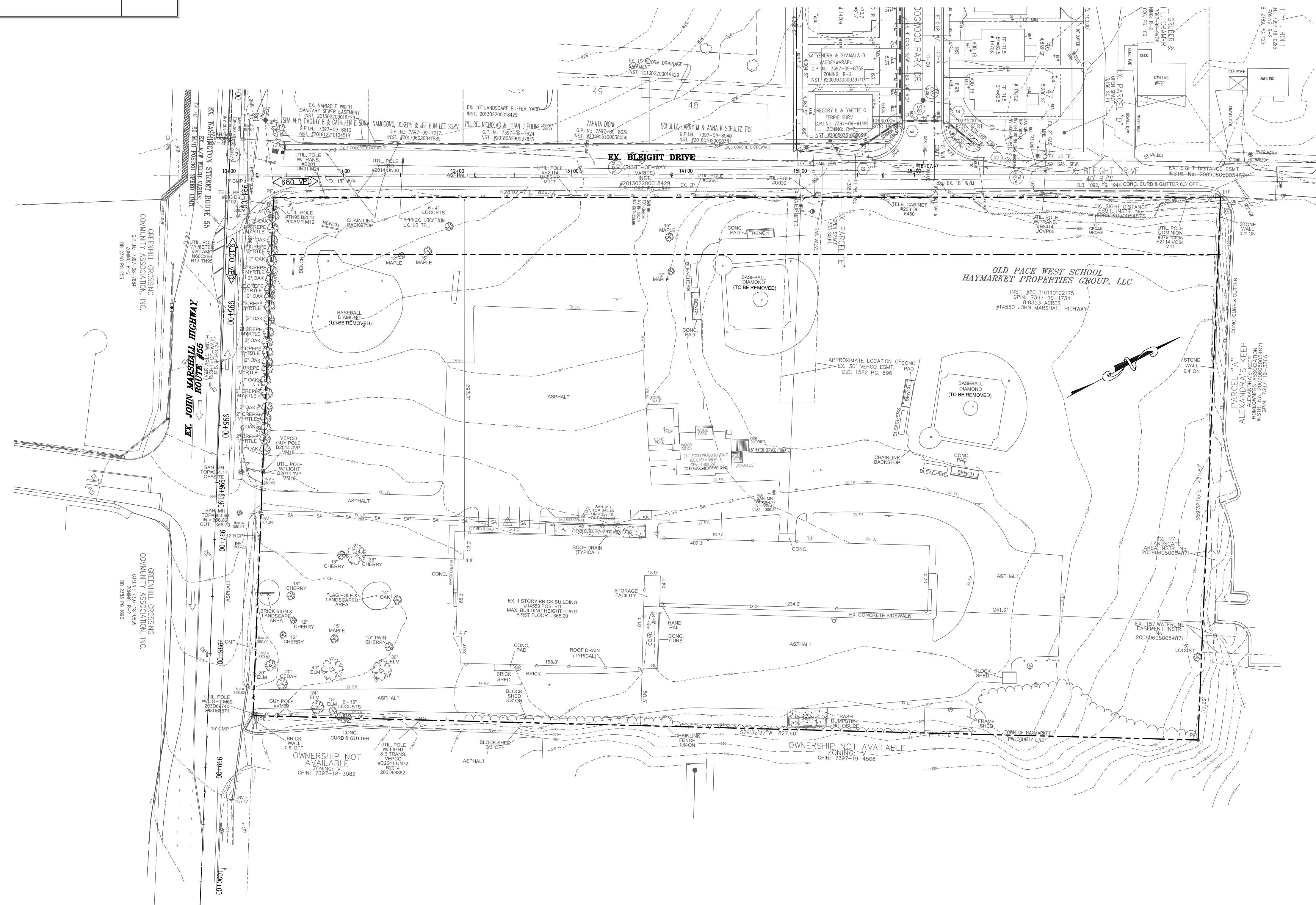
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SITE TABULATIONS
QBE BUSINESS PARK
 GENERAL DEVELOPMENT PLAN
 TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA



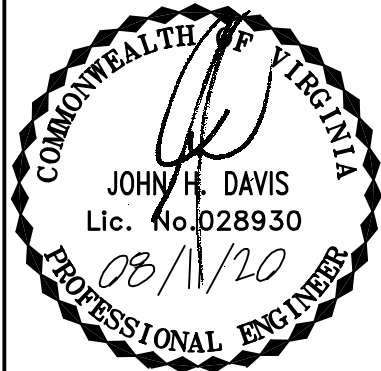
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REVISION BLOCK		
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SYMBOL LEGEND	
•	BOLLARD
⊕	CLEANOUT
⊞	COMMUNICATIONS HANDHOLE
⊞	ELECTRIC JUNCTION BOX
EM	ELECTRIC METER
GM	GAS METER
GV	GAS VALVE
GW	GUY POLE
W	GUY WIRE
☆	LIGHT POLE
⊗	MONITORING 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



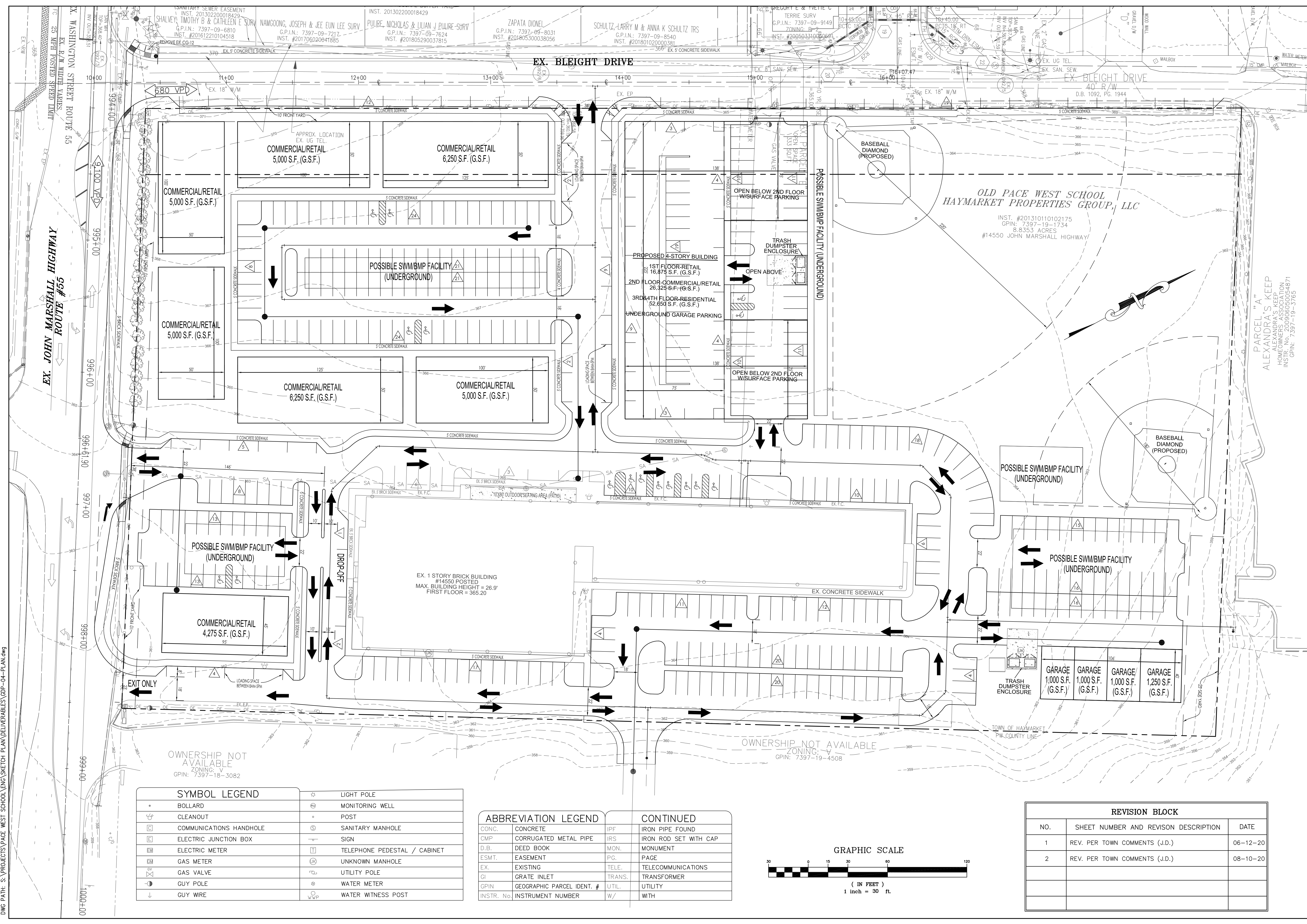
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EXISTING CONDITIONS
QBE BUSINESS PARK
 GENERAL DEVELOPMENT PLAN

TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

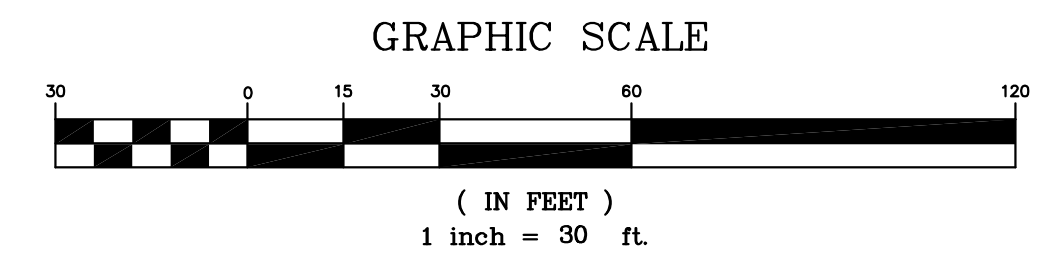
Attachment: QBE BUSINESS PARK GDP 08-11-20 (4753 : Consideration of Proffer Amendment Application: 14600 Washington Street)



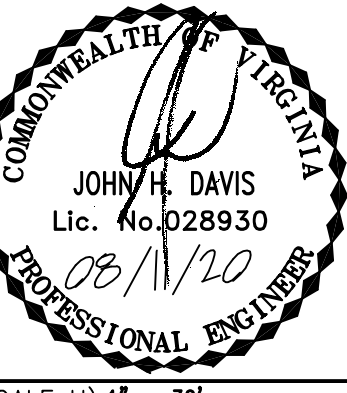
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W/	WITH

CONTINUED	
IPF	IRON PIPE FOUND
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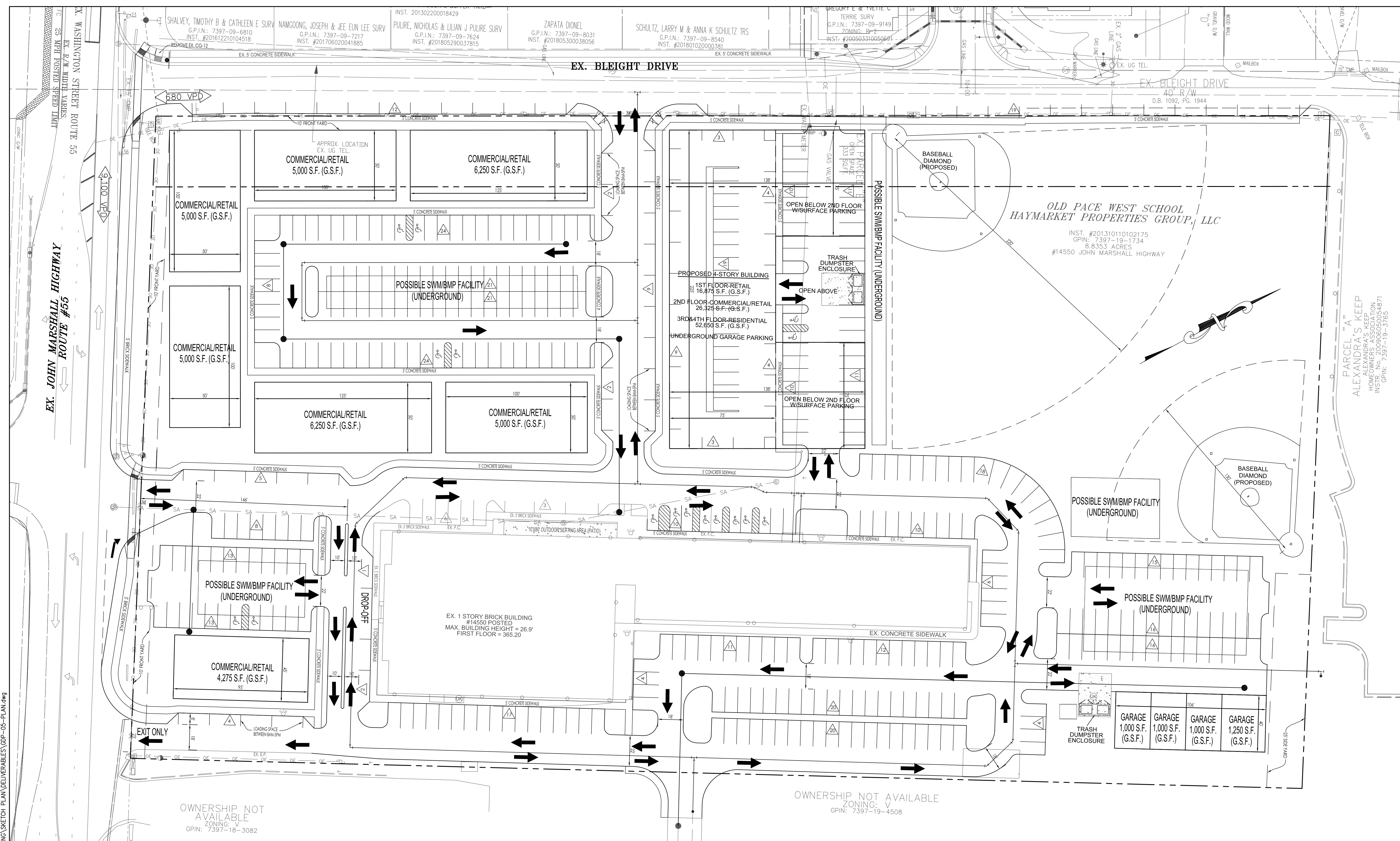
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THE KDL GROUP LLC
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GENERAL DEVELOPMENT PLAN
OBE BUSINESS PARK
 GENERAL DEVELOPMENT PLAN

TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

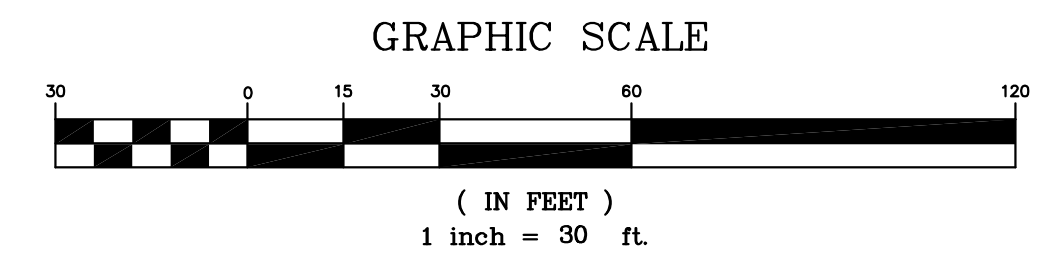
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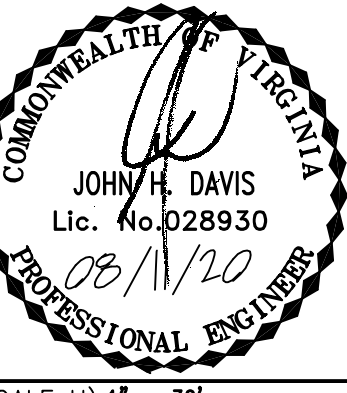
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GEOMETRIC LAYOUT
OBE BUSINESS PARK
 GENERAL DEVELOPMENT PLAN

TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

Attachment: OBE BUSINESS PARK GDP 08-11-20 (4753 : Consideration of Proffer Amendment Application: 14600 Washington Street)



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

Christopher S. Coon
Town Manager

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Chris Coon, Town Manager
DATE: October 28, 2020
SUBJECT: Agreement with the Industrial Development Authority of Prince William County

Background:

The COVID-19 shut down and restrictions of non-essential businesses has severely impacted businesses in the Town of Haymarket. The purpose of the Business Grant program would be to provide some immediate financial resources to the Town businesses negatively affected due to the COVID-19 pandemic. We also wanted to provide the residents vouchers to receive assistance with necessary items from Town businesses to help both the residents and businesses. It is necessary for the Town to partner with the IDA to be able to disburse the allocated funds to the Town businesses.

Fiscal Impact: Currently \$160,000 of the \$295,452 CARES ACT Funds received by the Town are allocated for the Business Grants and the Voucher Program. The Town would transfer the full \$160,000 if both programs are fully utilized. However less could be transferred depending on the number of qualified Grant Applications received and the number of Vouchers used.

Staff Recommendation:

Staff recommends Town Council approve the Agreement with the Industrial Development Authority of Prince William County.

Draft Motion:

1. *"I move the Town of Haymarket approve the Agreement with the Industrial Development Authority of Prince William County as presented"*

Or,

2. Alternate Motion

Attachment: IDA Agreement Memo (4756 : Cares Act Agreement with PWC IDA)

Legislative Prayer Policy

Being mindful of the responsibility of all levels of government, as enumerated in Article I, § 16 of the Constitution of Virginia, with the intent to always comply with applicable law and to avoid conferring any particular privileges or advantages on the basis of religion, the Town Council chooses to solemnize its meetings and to create an opportunity to reflect on its responsibilities towards all citizens by inviting representatives of religious organizations in Prince William County to provide an invocation at the beginning of each of its regular meetings, in accordance with the following guidelines:

These guidelines are intended to make sure that any prayer given is sensitive and nurturing to all religious beliefs, traditions and customs in a pluralistic environment. The prayer should be sensitive to all religions and non-religions. Violations of these guidelines may result in the representative not being invited to offer a prayer in the future. These guidelines call for prayer that:

- Seeks the highest common denominator without compromise of conscience;
- (*Calls upon a divine presence*)(*Calls on God*)on behalf of the group as a whole and avoids individual petitions;
- Invocation is limited to 3 minutes;
- Uses forms and vocabulary that allow persons of difference faiths to give assent to what is said;
- Uses universal, inclusive terms for the deity rather than proper names for divine manifestations. Some opening ascriptions are: “Mighty God,” “Our Maker,” “Source of All Being,” or “Creator and Sustainer.” Possible closing words include “Hear Our Prayer,” “In Thy Name,” “or simply “Amen”; and
- Remains faithful to the purposes of acknowledging divine presence and seeking blessing; not preaching, arguing, or testifying.

The Town of Haymarket would like to thank you for your participation with the invocation. Please sign below or respond via email to _____ to acknowledge your receipt of these guidelines.

Signature: _____

Date: _____

Attachment: invocation guidelines (4754 : Invocation Policy and Guidelines)

SECTION 4 – AGENDA

Section 4-1. Preparation

- A. The Town Clerk shall prepare an agenda for the regularly scheduled meetings conforming to the order of business specified in Section 5-1 entitled "Order of Business".
- B. Any Council member may request that items be placed on a meeting agenda by contacting the Clerk at least seven (7) days prior to the Council meeting for which they wish the item scheduled. The Clerk shall place requested items on the agenda for the next regular meeting or work session, as appropriate, following the request.
- C. Any member of the public may request that items be placed on a meeting agenda by contacting the Clerk at least seven (7) days prior to the Council meeting for which they wish the item scheduled. Items that are based upon a statutory requirement will automatically be placed on the agenda by the Clerk. Requests for items that do not have a statutory requirement may only be added to the agenda if a member of Council agrees to sponsor such request.
- D. All items which are requested to be placed on the agenda and which have not been submitted within the prescribed deadline shall be placed on the following regular work session agenda for consideration.
- E. Nothing herein prohibits the Council from adding items to the agenda, provided that such a request is in the form of a motion, voted upon by a majority of the Council. Members must use discretion in requesting the addition of items on the agenda. It is considered desirable to have items listed on the published agenda.
- F. Unless required by law, no item will be scheduled for a public hearing unless by the vote of a majority of the Council to hold a public hearing on the item.

Section 4-2. Delivery of Agenda

The Council meeting package, including the agenda and related materials, shall be delivered to each member of the Council and the Town Attorney one week prior to the Monday work session and one week prior to the Monday regular Council meeting . Such materials shall be posted to the Town website on those dates.

Section 4-3. Copies

The Town Clerk shall prepare or cause to be prepared extra copies of the meeting package and shall make the same available to the public and the press in the Town Hall for public inspection.

Section 4-4. Internet

The Town Clerk shall post the agenda for all Town meetings and work sessions on the Internet for public information as promptly as possible.

SECTION 5 -- ORDER OF BUSINESS FOR COUNCIL MEETINGS

Section 5-1. Order of Business

A. At regular meetings of the Council on the 1st Monday of the month, the order of business shall generally be as follows:

- 1. *Call to Order*
- 2. *Pledge of Allegiance*
- 2-3. *Invocation*
- 3-4. *Public Hearings (if any)*
- 4-5. *Approval of the meeting minutes*
- 5-6. *Citizens' Time*

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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 September 28 to October 2, 2020

Administration

- Meetings
 - Held Staff Meeting (Emily, Kim, Roberto, and Chris)
 - Held Town Council Work Session Meeting (Emily, Kim, Roberto, and Chris)
 - Met with Town Attorney (Chris)
 - Met with Novant Health regarding CARES ACT Funds (Chris)
 - Met with ACTS regarding CARES ACT Funds (Chris)
 - Met Security Cameras Contractors (Chris)
 - Met Website Contractors (Chris)
 - Met with Miles Friedman for CARES ACT Programs (Chris)
 - Met with Prince William County IDA for CARES ACT Programs (Chris)
- New Items/Businesses
 - No New Business
 - Researching information for Town Council Members
 - Crosswalks
 - Sidewalks
 - Hotel
 - Purchase Private Property for Public Use
 - Columbia Gas work should be done October 5, 2020

Town Staff

- Completed and Mailed Newsletters
- Started Farmers Market
- Site Plan Review
- Hotel Research
- Finished ARB Minutes
- Working on Planning Commission and ARB Agenda
- Prepared Public Announcement for Budget Amendment
- Completed Real Estate Invoices

Town Council Tasks

- Sent separately

Town Expenses

Date	Vendor	Description	Amount
10/02/2020	Anthem Blue Cross	Health Insurance	\$ 8,752.00

Attachment: Manager's Report 92820 (4740 : Town Administration Report)



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

CHRISTOPHER S. COON
TOWN MANAGER

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TOWN TREASURER

KIMBERLY A. HENRY
TOWN CLERK

TOWN MANAGER'S REPORT

Week of October 5 to 9, 2020

Administration

- Meetings
 - Held Staff Meeting (Emily, Kim, Roberto, and Chris)
 - Held Town Council Regular Meeting (Emily, Kim, Roberto, and Chris)
 - Met with Town Attorney (Chris)
 - Met Security Cameras Contractors (Chris)
 - Met Website Contractor (Chris)
 - Met with Miles Friedman for CARES ACT Programs (Chris)
 - Met with Sign Maker, In Town Business (Emily)
- New Items/Businesses
 - No New Business
 - Researching information for Town Council Members
 - Columbia Gas work should now be completed on October 12, 2020
 - Started Lighting the Town Museum Pink for Breast Cancer Awareness
 - Working on CARES ACT Disbursement Plan
 - Sent Finalized Contract to the Computer Doctor
 - Received Approved CARES ACT forms from Town Attorney

Town Staff

- Put out Signs for Farmers Market
- Hotel Research
- Working on Town Council Meeting Minutes
- Completed Real Estate Invoices
- Preparing for Audit
- Worked on Private Property for Public Use Item
- Worked on Zoning Updates

Town Council Tasks

- Sent separately

Town Expenses

Date	Vendor	Description	Amount
10/09/2020	Republic Services	October 2020 service	\$7,082.18

Attachment: Manager's Report 10520 (4740 : Town Administration Report)



Town of Haymarket
15000 Washington Street, #100
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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 12 to 16, 2020

Administration

- Meetings
 - Held Staff Meeting (Emily, Kim, Roberto, and Chris)
 - Met with Town Attorney (Chris)
 - Held Business Round-table Meeting (Vice-Mayor, Emily, and Chris)
 - Met Website Contractor (Chris)
 - Met with CARES ACT Voucher designer (Chris)
 - Met with Haymarket-Gainesville Rotary Club (Chris)
 - Met with Miles Friedman for CARES ACT Programs (Chris)
 - Met with VDOT (Emily)
- New Items/Businesses
 - No New Business
 - Researching information for Town Council Members
 - Columbia Gas work was completed on October 15, 2020
 - Started CARES ACT Disbursement Plan
 - Executed Contract with the Computer Doctor, Scheduled appointment
 - Scheduling Meeting with Private Property Owners for potential purchase

Town Staff

- Requested meeting with Hotel Owner/Developer
- Completed Planning Commission Meeting Minutes
- Completed and Mailed Real Estate Invoices
- Preparing for Audit
- Completed Staff Report for 1st Quarter Budget Amendment
- Worked on Private Property for Public Use Item
- Worked on Zoning Updates
- Attended American Planning Association Conference (Virtually)
- Researched Personnel Policy on Sick Leave
- Researched and Sent Invocation Guidelines

Town Council Tasks

- Sent separately

Town Expenses

Date	Vendor	Description	Amount
10/16/2020	Miles Friedman	Cares Act Consultant	\$ 3,200.00
10/16/2020	Vanderpool, Frostick, Nishanian	Legal	\$ 7,364.00
10/16/2020	Rinker Designs	Pedestrian Improvement	\$ 5,999.96
10/16/2020	House of Mercy	Cares Act Expense	\$ 10,000.00
10/16/2020	Haymarket Food Pantry	Cares Act Expense	\$ 10,000.00
10/16/2020	Novant Health Foundation	Cares Act Expense	\$ 15,000.00
10/16/2020	ACTS	Cares Act Expense	\$ 30,000.00

Attachment: Manager's Report 101220 (4740 : Town Administration Report)



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 19 to 23, 2020

Administration

- Meetings
 - Held Staff Meeting (Emily, Kim, Roberto, and Chris)
 - Met with Town Attorney (Chris)
 - Held Citizen/Communication Meeting (Vice-Mayor, Emily, and Chris)
 - Met with CARES ACT Voucher designer (Chris)
 - Met with Haymarket-Gainesville Rotary Club (Chris)
 - Met with Previous and Current IT Contractor for service hand-off (Chris)
 - Met with PWC IDA for CARES ACT Disbursement Agreement (Chris)
 - Visited Town Businesses for CARES ACT Programs (Miles and Chris)
 - Met with VDOT and Allan Myers Rep. (Emily and Chris)

- New Items/Businesses
 - No New Business
 - Received Application for Planning Commission Vacant Seat
 - Researching information for Town Council Members
 - M&F Finalizing Jefferson Street Work
 - Started CARES ACT Disbursement Plan
 - Vouchers have been designed; Should be received and mailed late next week
 - Scheduled additional appointment with Computer Doctor
 - Scheduling Meeting with Private Property Owners for potential purchase

Town Staff

- Prepared Work Session Agenda
- Preparing for Audit
- Worked on Private Property for Public Use Item
- Worked on Zoning Updates
- Sent Zoning Violations
- Researched Personnel Policies
- Sent Letters to Homeowners on Fayette Street for Landscape insight

Town Council Tasks

- Sent separately

Town Expenses

No Expenses exceeded \$3,000.

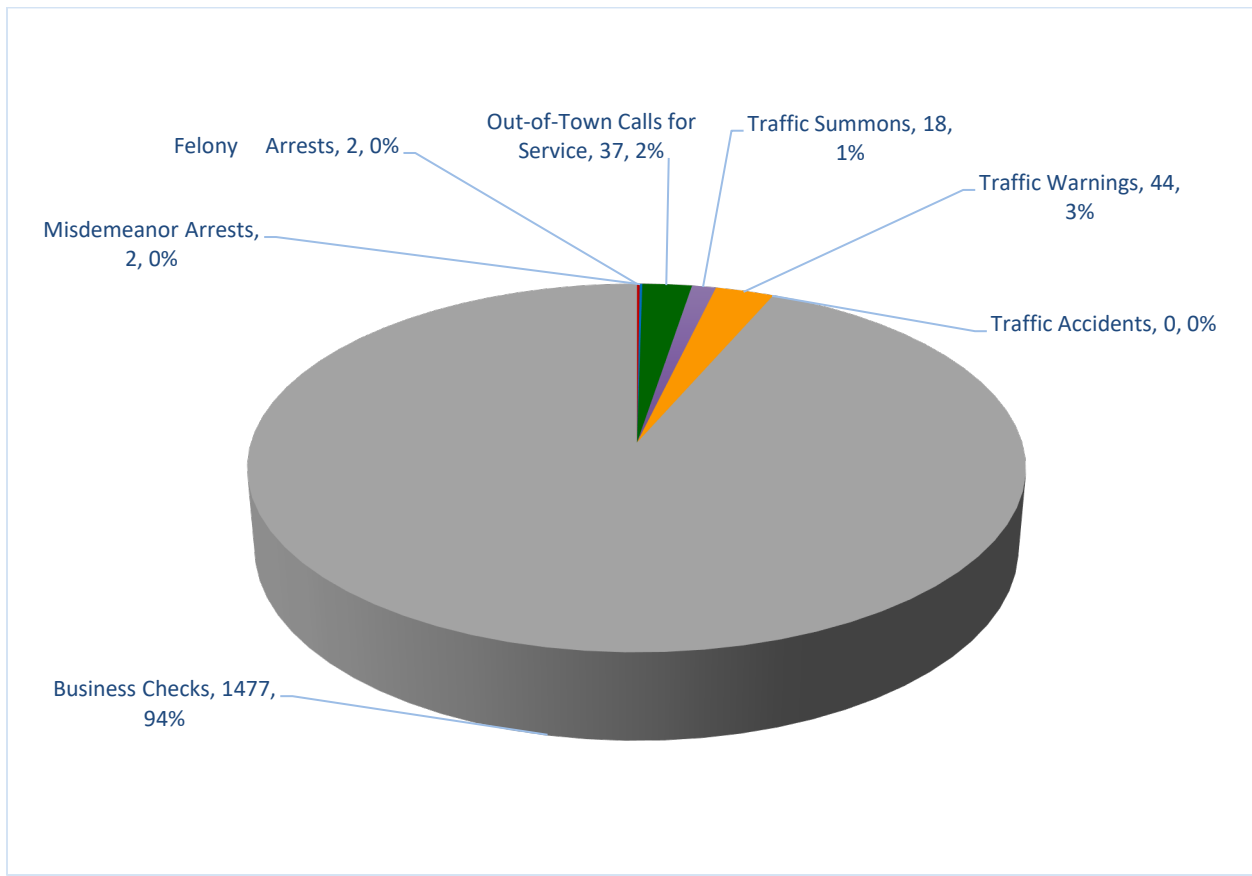


HAYMARKET POLICE DEPARTMENT



To: Mayor Luersen and Council Members
From: Chief Lands
Date: 10-25-2020
Subject: Monthly Report for October 2020

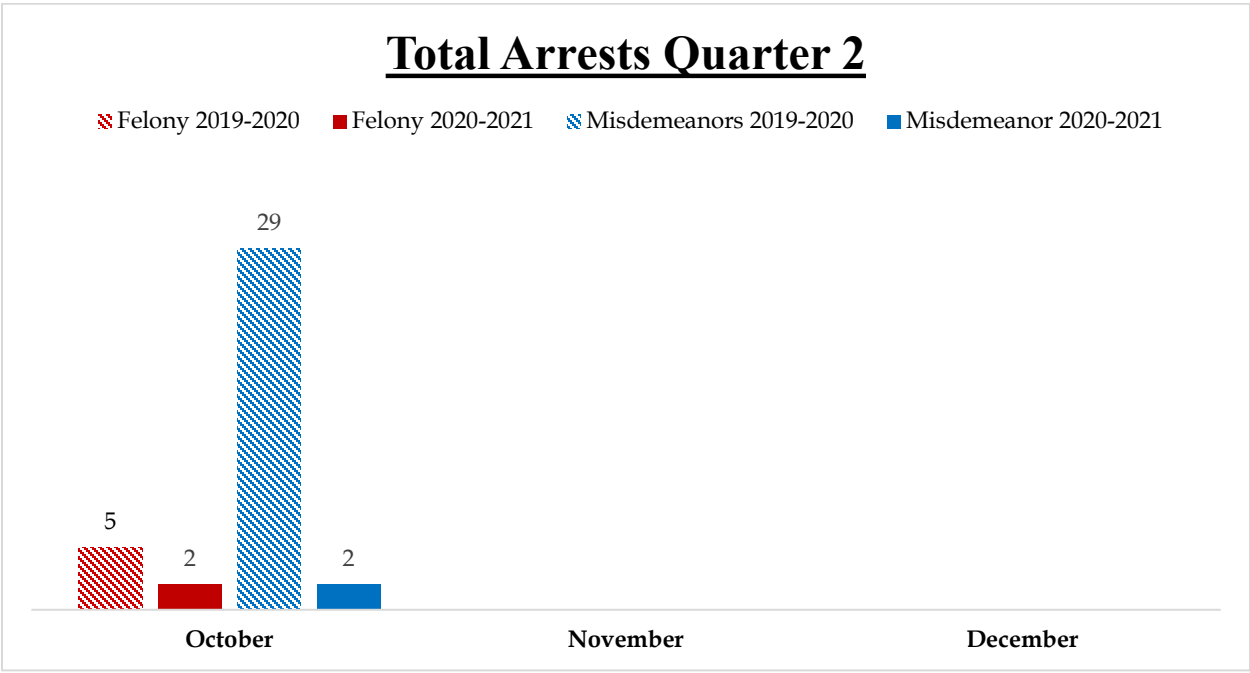
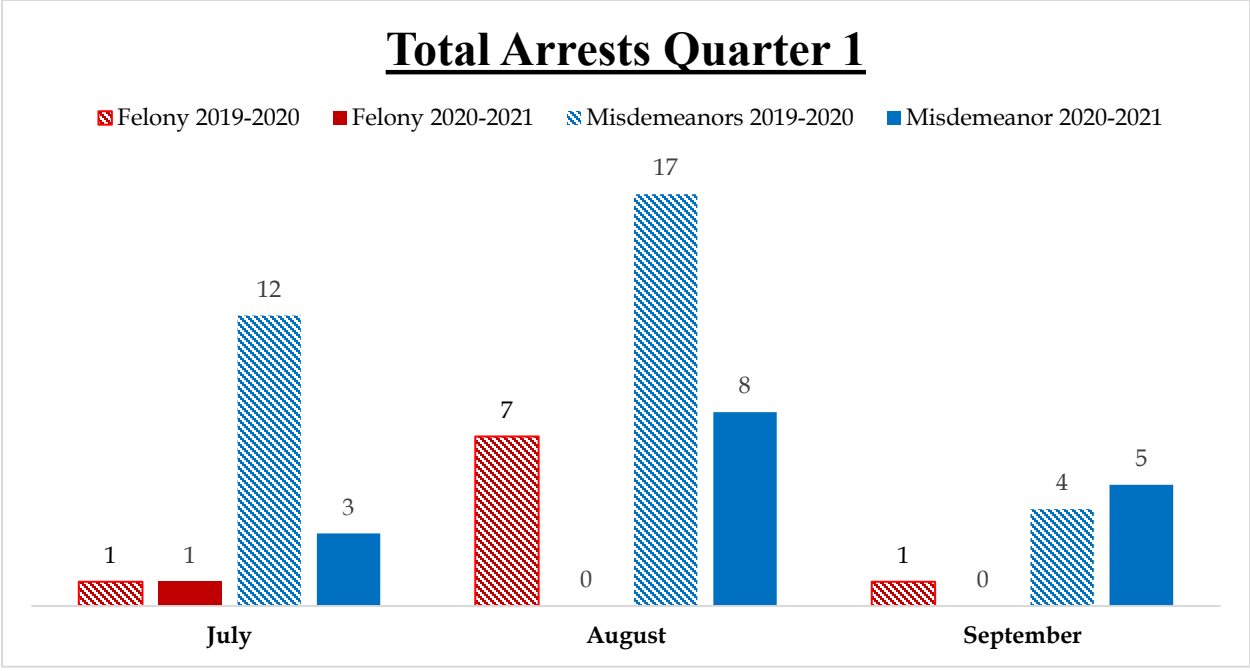
October Statistics



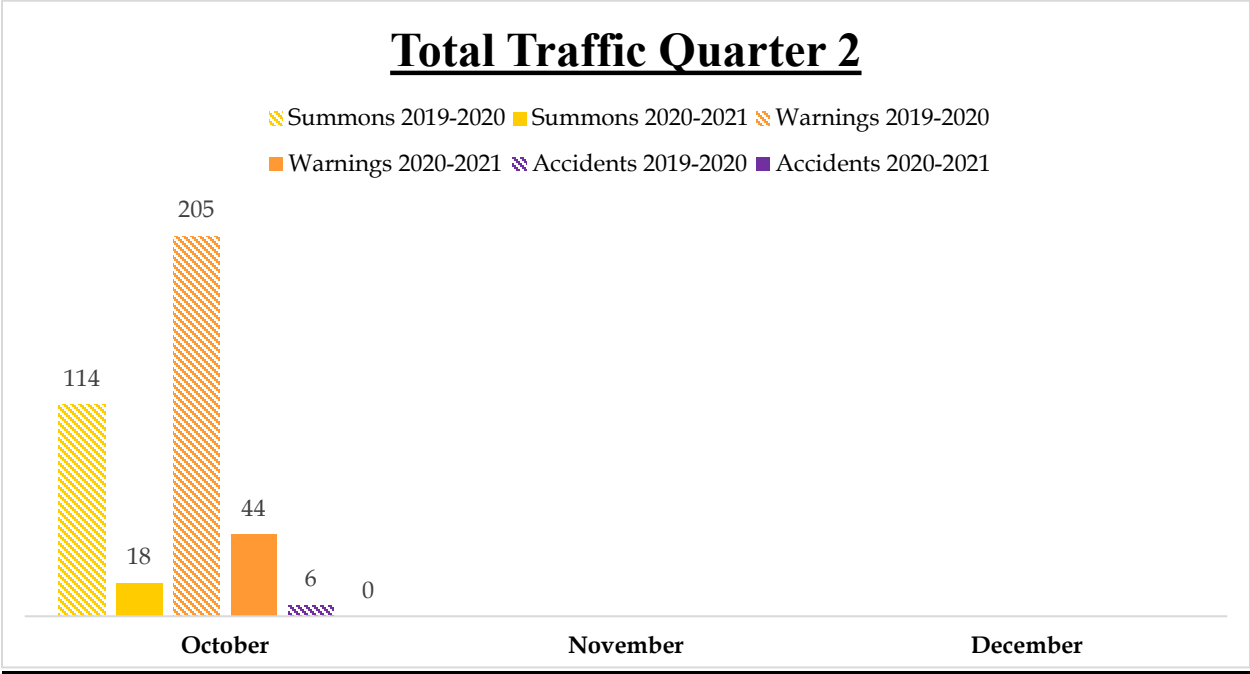
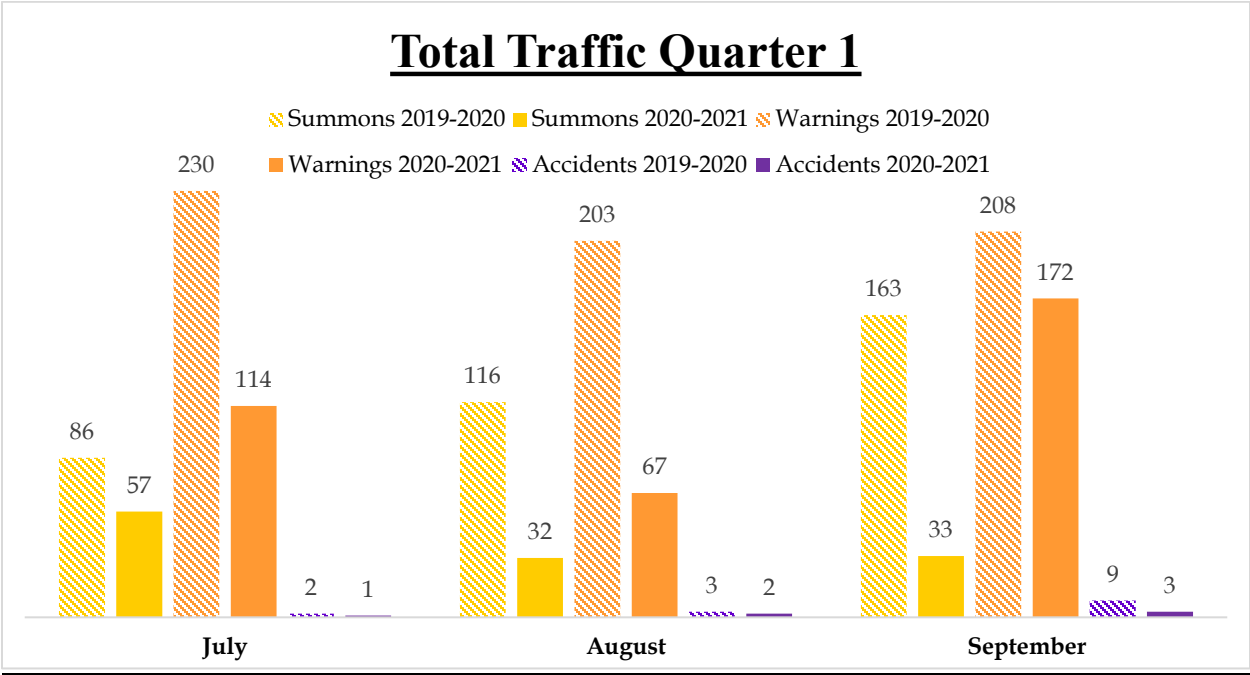
Points of Interests:

- Halloween Patrols
- Business Roundtable
- Open Position Applications

Attachment: Monthly Council Report October 20 PD (4741 : Police Chief Report)

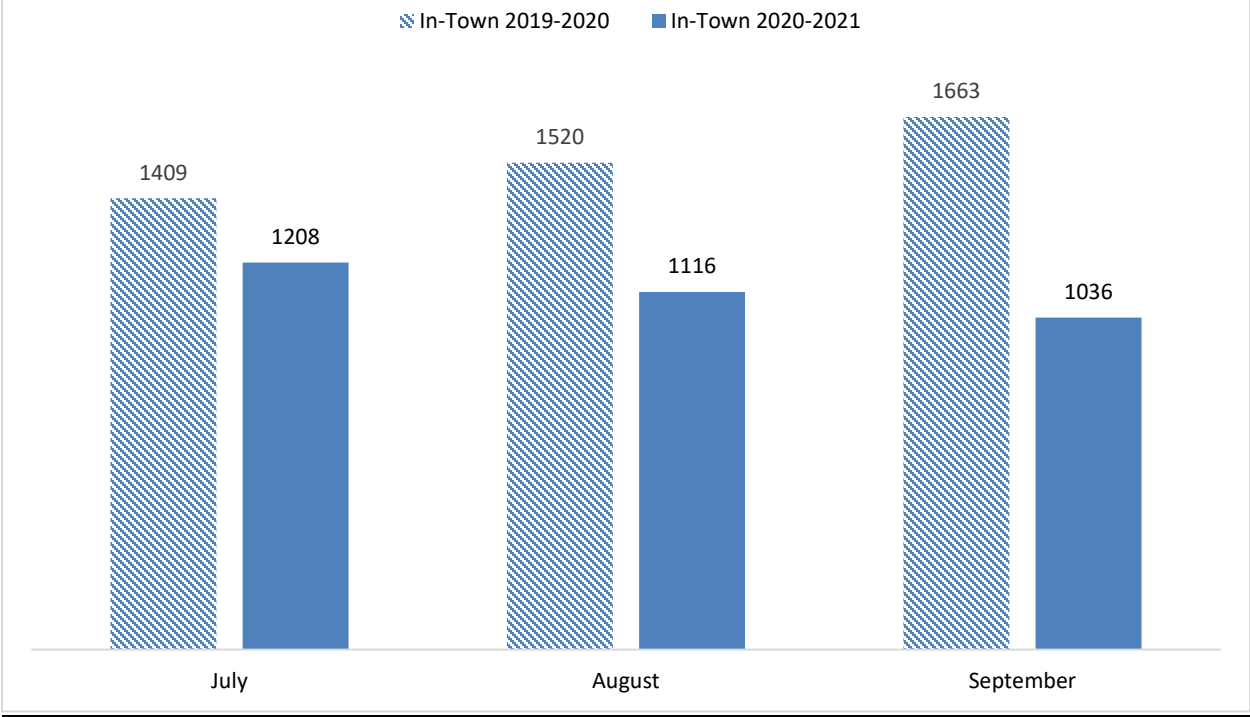


Attachment: Monthly Council Report October 20 PD (4741 : Police Chief Report)

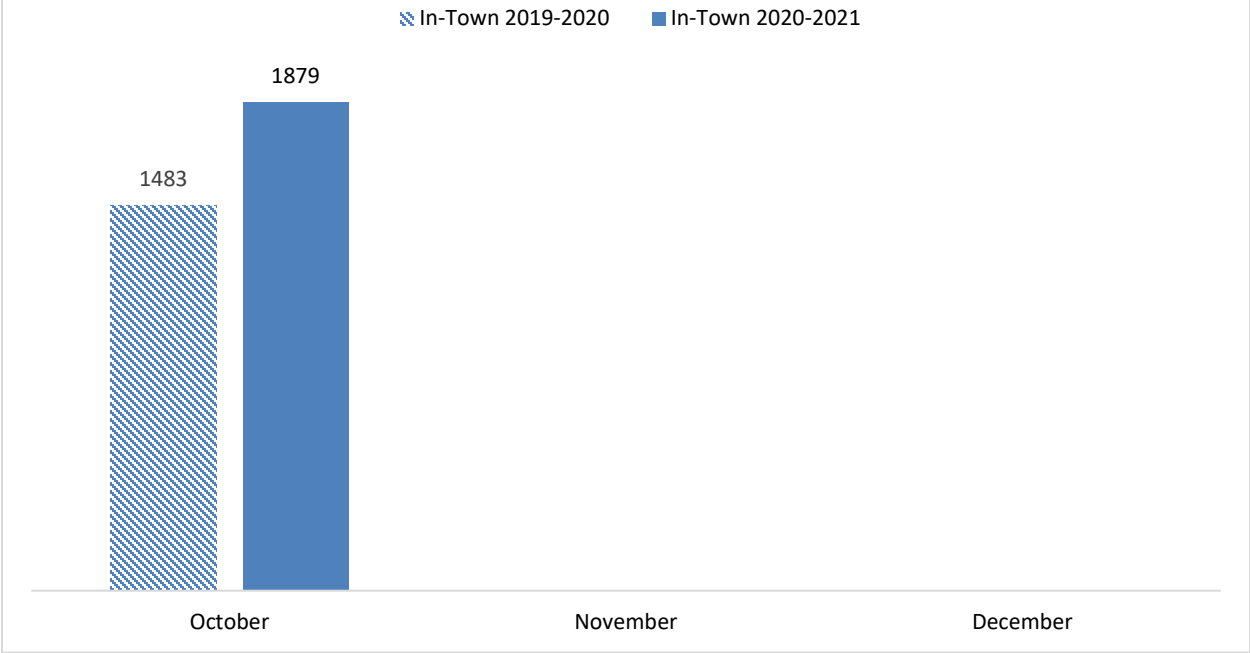


Attachment: Monthly Council Report October 20 PD (4741 : Police Chief Report)

Total In-Town Calls for Service Quarter 1

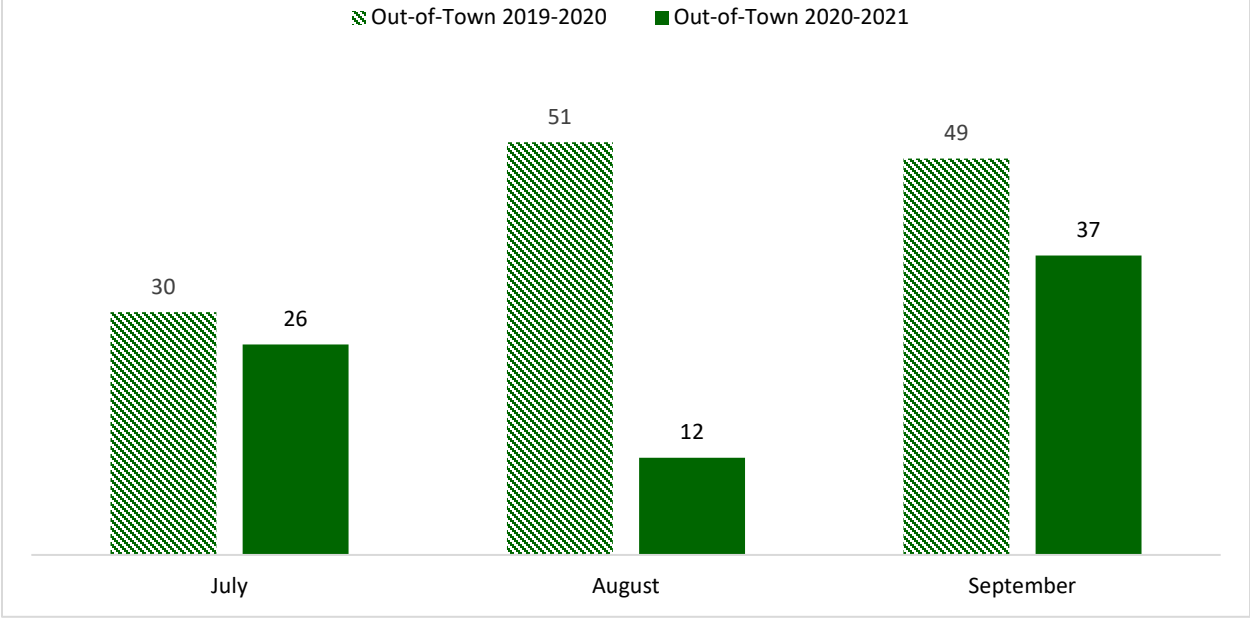


Total In-Town Calls for Service Quarter 2

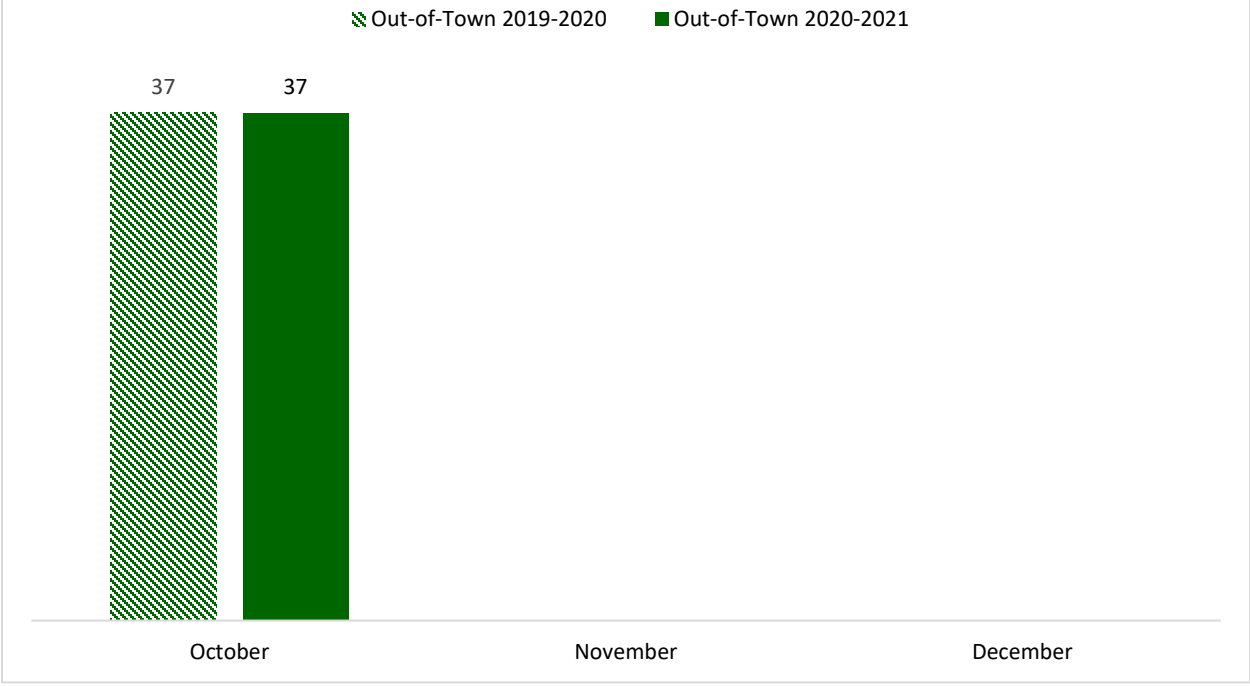


Attachment: Monthly Council Report October 20 PD (4741 : Police Chief Report)

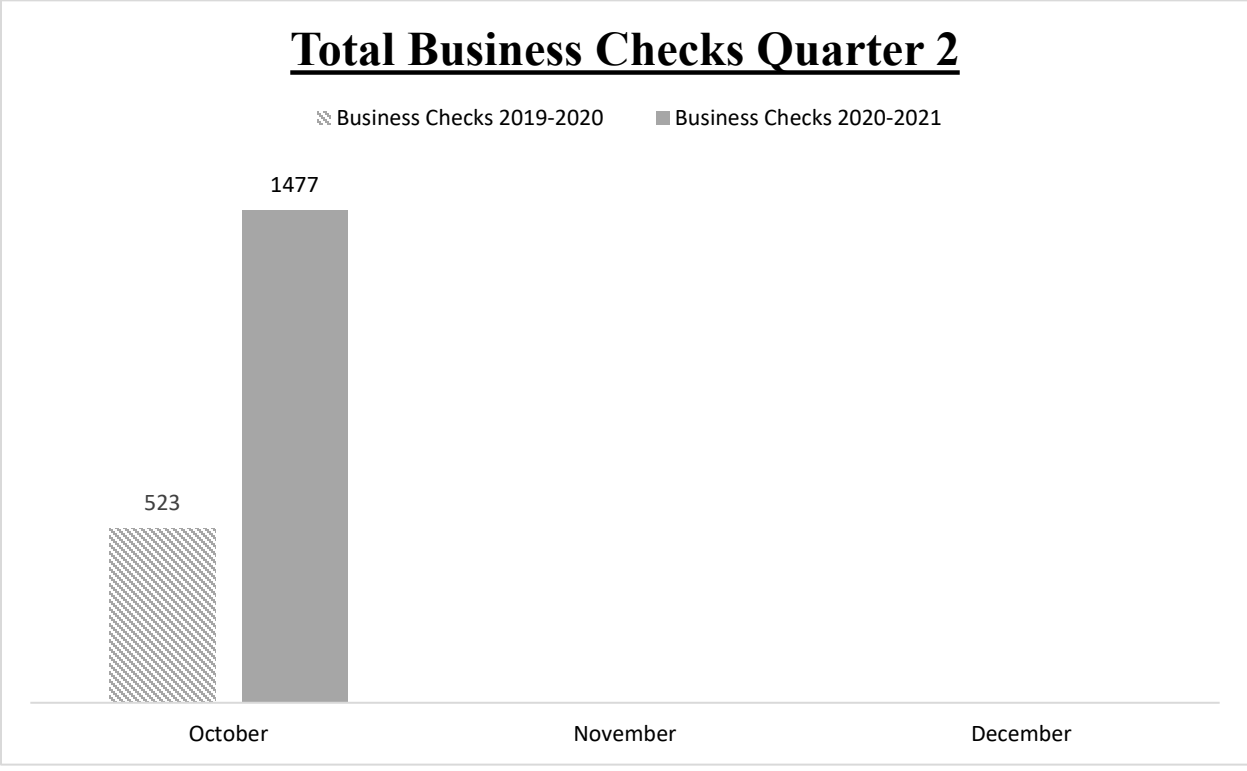
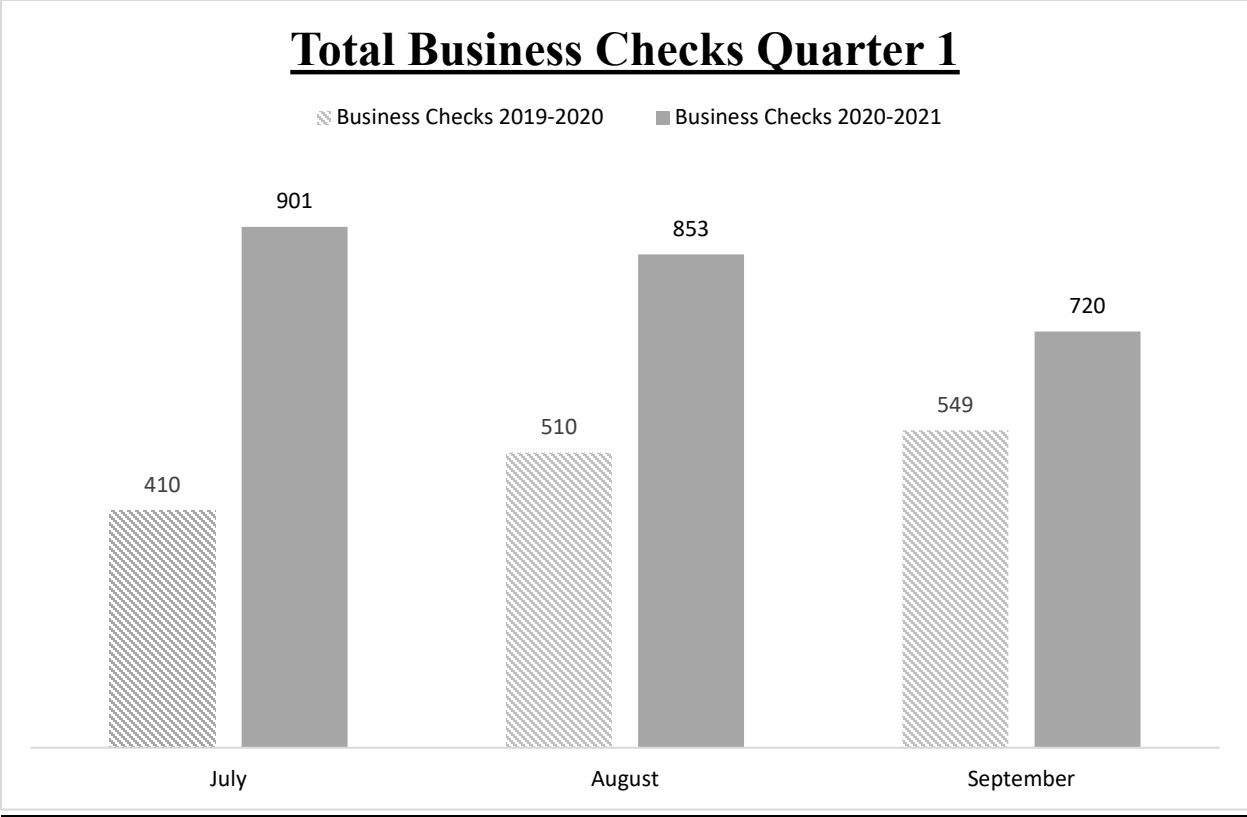
Total Out-of-Town Calls for Service Quarter 1



Total Out-of-Town Calls for Service Quarter 2



Attachment: Monthly Council Report October 20 PD (4741 : Police Chief Report)



Attachment: Monthly Council Report October 20 PD (4741 : Police Chief Report)

October Vehicle Maintenance and Fuel Costs

Vehicle Number	Ending Milage	Fuel Costs	Maintenance Costs	Maintenance Work
1	84,649	\$250.71	\$70.82	Oil Change
2	49,554	\$156.29	\$0	None
3	32,873	\$241.19	\$114.85	Oil Change/Wiper blade Replacement
4	55,203	\$196.73	\$0	None
5	60,959	\$266.04	\$0	None
6	76,147	\$200.87	\$70.82	Oil Change
7	77,426	\$39.60	\$0	None
Totals		\$1,351.43	\$256.49	

October West End Speed Sign

Total # of Vehicles	Lowest Speed	Highest Speed	Average Speed	25th Percentile	50th Percentile	85th Percentile
154063	15	75	24	21	24	30

October East End Speed Sign

Total # of Vehicles	Lowest Speed	Highest Speed	Average Speed	25th Percentile	50th Percentile	85th Percentile
182452	15	75	26	22	27	31

Attachment: Monthly Council Report October 20 PD (4741 : 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
November 02, 2020

Highlights:

- The financials attached actuals as of October 27, 2020.
- Worked on staff report addressing quarterly budget amendment
- Real Estate payments are beginning to be received
- Continue to prepare for Auditors onsite visit on November 9th 2020
- Worked on termination paperwork for Police Department employee
- Worked with Laney manager to address detail agreement, they have increased the contract amount for the detail work. I have attached a copy of the agreement in this months report.
- Joined a webinar to learn about the new system change that will take place next year with the Town's Insurance provider.



831 Crossbridge Drive
Spring, TX 77373
Phone: 281-540-6615
Fax: 281-973-3564
Purchasing@laneydrilling.com

Requested by:

P.O. #: PO-08210 CO 1
P.O. DATE: 10/27/2020
QUOTE #:

VENDOR:	TOWN OF HAYMARKET 15000 WASHINGTON STREET SUITE 100 HAYMARKET, VA 20169	SHIP TO:	TOWN OF HAYMARKET 15000 WASHINGTON STREET SUITE 100 HAYMARKET, VA 20169
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SHIPPING METHOD	TERMS
	NET 30 DAYS

VENDOR ITEM CODE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
HOURLY RATE \$50.00/ PER HR	SECURITY SERVICES, HOURS: 7pm-7am (MONDAY-SATURDAY. (12 hrs). SUNDAY: 7am - 7am MONDAY (24 hrs)	150,000.00	\$ 1.00	\$ 150,000.00
			TOTAL	\$ 150,000.00

CO 1 is to : (1) add funding \$30,000.00, (2) Increase the NTE value from \$120,000.00 to \$130,000.00.

IMPORTANT:

Purchase Order Numbers must appear on all invoices, packing slips, etc. Invoices without a Purchase Order Number referenced will be returned to vendors.

Invoices must be mailed to the company billing address below or e-mailed to APInvoices@laneydrilling.com.

Billing address:
Laney Directional Drilling
831 Crossbridge Drive
Spring, TX 77373

Attachment: Treasurer Report and Financials for 11.02.2020 (4742 : 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	13,271.42	13,209.00	100.47%	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	381,857.13	389,535.00	98.03%	
3120 · OTHER LOCAL TAXES				
				Tax will be collected around early to mid May 2021
3120-01 · Bank Stock Tax	0.00	12,000.00	0.0%	
3120-02 · Business License Tax	3,697.23	154,376.00	2.4%	
3120-03 · Cigarette Tax	37,828.08	134,000.00	28.23%	Collections up to September 30, 2020
3120-04 · Consumer Utility Tax	38,197.96	158,000.00	24.18%	Collections up to August 31, 2020
3120-05 · Meals Tax - Current	214,783.54	743,876.00	28.87%	Collected meals tax up to September 30, 2020 (at 3 months we should be at 25%) This revenue is only for July 2020; this revenue is behind 3 months. It is collected by the County and distributed by County to Towns/Cities.
3120-06 · Sales Tax Receipts	12,338.38	129,376.00	9.54%	
3120-07 · Penalties (Non-Property)	2,590.31			
3120-08 · Interest (Non-Property)	34.69			
Total 3120 · OTHER LOCAL TAXES	309,470.19	1,331,628.00	23.24%	
3130 · PERMITS,FEES & LICENSESES				
3130-01 · Application Fees	475.00	4,500.00	10.56%	
3130-02 · Inspection Fees	0.00	15,000.00	0.0%	
3130-03 · Motor Vehicle Licenses	315.50	1,900.00	16.61%	
3130-05 · Other Planning & Permits	3,734.30	25,000.00	14.94%	
3130-06 · Pass Through Fees	2,748.60			Pass through revenue
Total 3130 · PERMITS,FEES & LICENSESES	7,273.40	46,400.00	15.68%	
3140 · FINES & FORFEITURES				
3140-01 · Fines	13,389.55	50,000.00	26.78%	Collection up to September 30, 2020
Total 3140 · FINES & FORFEITURES	13,389.55	50,000.00	26.78%	
3150 · REVENUE - USE OF MONEY				
3150-01 · Earnings on VACO/VML Investment	574.28			
3150-03 · Interest on Bank Deposits	1,598.61	10,000.00	15.99%	
Total 3150 · REVENUE - USE OF MONEY	2,172.89	10,000.00	21.73%	
3151 · RENTAL (USE OF PROPERTY)				
3151-01 · Suite 200 Stronger Fitness LLC	828.33	7,184.00	11.53%	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	3,520.54	10,433.00	33.74%	
3151-06 · Suite 204 MAC-ISA	2,240.00	6,720.00	33.33%	
3151-07 · Haymarket Church Suite 206	13,987.40	33,570.00	41.67%	
3151-08 · 15020 Washington Realty	6,587.50	32,937.50	20.0%	1st Two months of abatement per renewed lease; 10 yr lease with 2% annual escalation
3151-09 · 15026 Copper Cricket	7,156.80	20,851.00	34.32%	
3151-11 · Cupcake Heaven and Cafe LLC	10,718.00	32,797.00	32.68%	
3151-12 · Haymarket Coffee Company LLC	650.00			new tenant
Total 3151 · RENTAL (USE OF PROPERTY)	48,487.08	151,285.00	32.05%	
3160 · CHARGES FOR SERVICES				
FOIA Receipts	23.00			
3160-01 · Public Safety				
3160-03 · VDOT Detail	1,350.00			
3160-05 · Laney Detail	53,750.00			
Total 3160-01 · Public Safety	55,100.00	0.00	100.0%	
Total 3160 · CHARGES FOR SERVICES	55,123.00	0.00	100.0%	
3165 · REVENUE - TOWN EVENTS				
3165-01 · Revenue - Town Events	19,048.57	80,000.00	23.81%	
3165-02 · Farmer's Market	125.00	0.00	100.0%	
Total 3165 · REVENUE - TOWN EVENTS	19,173.57	80,000.00	23.97%	
3180 · MISCELLANEOUS				
3180-00 · Convenience Fee	0.90	0.00	100.0%	

Attachment: Treasurer Report and Financials for 11.02.2020 (4742 : Town Treasurer Report)

3180-01 · Citations & Accident Reports	0.00	1,000.00	0.0%	
3180-04 · Reimbursement from Insurance	4,782.74	0.00	100.0%	Reimbursement for damaged Light pole
Total 3180 · MISCELLANEOUS	4,783.64	1,000.00	478.36%	
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	0.00	6,500.00	0.0%	
3200-05 · Communications Tax	24,941.36	117,000.00	21.32%	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	86.68%	
3200-14 · Pedestrain Improvement Grant	43,090.34	89,571.00	48.11%	
Total 3200 · REVENUE FROM COMMONWEALTH	105,845.88	264,746.00	39.98%	
3300 · REVENUE FROM FEDERAL GOVERNMENT				
3300-01 · DMV Transp Safety Grant	1,514.52	6,000.00	25.24%	
Total 3300 · REVENUE FROM FEDERAL GOVERNMENT	1,514.52	6,000.00	25.24%	
3500 · Reserve Funds For CIP	0.00	270,000.00	0.0%	
	949,090.85	2,600,594.00	36.5%	
Gross Profit	949,090.85	2,600,594.00	36.5%	
01 · ADMINISTRATION				
11100 · TOWN COUNCIL				
111001 · Convention & Education	0.00	5,000.00	0.0%	
111002 · FICA/Medicare	535.89	2,000.00	26.8%	
111003 · Meals and Lodging	0.00	2,000.00	0.0%	
111004 · Mileage Allowance	0.00	250.00	0.0%	
111005 · Salaries & Wages - Regular	7,075.00	32,100.00	22.04%	
Total 11100 · TOWN COUNCIL	7,610.89	41,350.00	18.41%	
12110 · TOWN ADMINISTRATION				
1211001 · Salaries/Wages-Regular	101,647.15	280,830.00	36.2%	
1211003 · Salaries/Wages - Part Time	2,142.00	25,000.00	8.57%	
1211004 · FICA/Medicare	8,666.65	24,257.00	35.73%	
1211005 · VRS	11,198.81	35,070.00	31.93%	
1211006 · Health Insurance	10,937.97	49,195.00	22.23%	
1211007 · Life Insurance	1,295.36	3,852.00	33.63%	
1211008 · Disability Insurance	699.76	2,631.00	26.6%	
1211009 · Unemployment Insurance	607.62	2,800.00	21.7%	
1211010 · Worker's Compensation	256.00	400.00	64.0%	
1211011 · Gen Property/Liability Ins.	14,123.00	15,000.00	94.15%	Front loaded cost to Town
1211012 · Accounting Services	363.70	8,000.00	4.55%	
1211014 · Printing & Binding	2,047.60	12,000.00	17.06%	
1211015 · Advertising	859.24	12,000.00	7.16%	
1211016 · Computer, Internet &Website Svc	2,563.09	23,650.00	10.84%	
				Update: News letters and Real Estate tax
1211017 · Postage	1,498.27	4,000.00	37.46%	Invoices were mailed out
1211018 · Telecommunications	1,787.28	7,500.00	23.83%	
1211019 · Mileage Allowance	0.00	1,000.00	0.0%	
1211020 · Meals & Lodging	100.00	6,000.00	1.67%	
1211021 · Convention & Education	1,590.00	10,000.00	15.9%	
1211022 · Miscellaneous	0.00	1,000.00	0.0%	
1211024 · Books, Dues & Subscriptions	2,630.12	16,000.00	16.44%	
1211025 · Office Supplies	641.70	6,500.00	9.87%	
1211026 · Equipment Rental	1,358.28	4,075.00	33.33%	payments up to August 31, 2020
Total 12110 · TOWN ADMINISTRATION	167,013.60	550,760.00	30.32%	
12210 · LEGAL SERVICES				
1221001 · Legal Services	12,170.29	70,000.00	17.39%	
1221002 · Legal - Pass Through Fees	1,471.80			
Total 12210 · LEGAL SERVICES	13,642.09	70,000.00	19.49%	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	188,266.58	678,110.00	27.76%	

Attachment: Treasurer Report and Financials for 11.02.2020 (4742 : Town Treasurer Report)

03 · PUBLIC SAFETY

31100 · POLICE DEPARTMENT

3110001 · Salaries & Wages - Regular	144,028.34	419,405.00	34.34%
3110003 · Salaries & Wages - OT Premium	3,769.83	34,000.00	11.09%
3110004 · Salaries & Wages - Holiday Pay	4,476.72	17,000.00	26.33%
3110005 · Salaries & Wages - Part Time	7,950.00	20,000.00	39.75%
3110006 · Salaries & Wages - VDOT	2,430.00	0.00	100.0%
3110007 · Salary & Wages - DMV Grant	3,533.88	0.00	100.0%
3110008 · Salaries & Wages - Laney Detail	49,575.00	0.00	100.0%
3110020 · FICA/MEDICARE	15,304.16	36,397.00	42.05%
3110021 · VRS	15,088.40	45,816.00	32.93%
3110022 · Health Insurance	19,404.36	56,057.00	34.62%
3110023 · Life Insurance	1,873.28	5,652.00	33.14%
3110024 · Disability Insurance	709.28	2,000.00	35.46%
3110025 · Unemployment Insurance	138.55	3,000.00	4.62%
3110026 · Workers' Compensation Insurance	15,605.00	16,450.00	94.86%
3110027 · Line of Duty Act Insurance	4,969.00	5,000.00	99.38%
3110028 · Legal Services	6,609.60	24,000.00	27.54%
3110032 · Computer, Internet & Website	573.25	14,000.00	4.1%
3110033 · Postage	57.40	500.00	11.48%
3110034 · Telecommunications	2,945.17	10,000.00	29.45%
3110035 · General Prop Ins (Vehicles)	3,609.00	3,800.00	94.97%
3110038 · Convention & Edu. (Training)	562.12	5,000.00	11.24%
3110039 · Miscellaneous	0.00	1,500.00	0.0%
3110040 · Annual Dues & Subscriptions	7,672.33	13,000.00	59.02%
3110041 · Office Supplies	327.79	5,000.00	6.56%
3110042 · Vehicle Fuels	4,509.56	19,000.00	23.74%
3110043 · Vehicle Maintenance/Supplies	2,572.41	11,000.00	23.39%
3110045 · Uniforms & Police Supplies	3,133.18	32,000.00	9.79%
3110046 · Community Events	0.00	2,000.00	0.0%

Total 31100 · POLICE DEPARTMENT 321,427.61 801,577.00 40.1%

34100 · BUILDING OFFICIAL

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

Total 03 · PUBLIC SAFETY

321,427.61 816,577.00 39.36%

04 · PUBLIC WORKS

4110001 · Town Public Works	1,619.05	50,000.00	3.24%
4110002 · Street Beautification - HF	0.00	2,213.00	0.0%

43200 · REFUSE COLLECTION

4320001 · Trash Removal Contract	21,579.36	86,625.00	24.91%
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Total 43200 · REFUSE COLLECTION 21,579.36 86,625.00 24.91%

43100 · MAINT OF 15000 Wash St./Grounds

4310001 · Repairs/Maintenance Services	13,205.12	65,000.00	20.32%
4310002 · Maint Svc Contract-Pest Control	310.00	3,000.00	10.33%
4310003 · Maint Svc Contract-Landscaping	8,987.42	35,000.00	25.68%
4310004 · Maint Svc Contract Snow Removal	0.00	7,000.00	0.0%
4310005 · Maint Svc Cont- Street Cleaning	1,300.00	6,500.00	20.0%
4310007 · Electric/Gas Services	4,101.87	16,500.00	24.86%
4310008 · Electrical Services-Streetlight	1,306.86	5,500.00	23.76%
4310009 · Water & Sewer Services	624.85	3,000.00	20.83%
4310010 · Janitorial Supplies	10.27	2,000.00	0.51%
4310011 · Real Estate Taxes	722.06	4,000.00	18.05%

Total 43100 · MAINT OF 15000 Wash St./Grounds 30,568.45 147,500.00 20.72%

Total 04 · PUBLIC WORKS

53,766.86 286,338.00 18.78%

07 · PARKS, REC & CULTURAL

70000 · HAYMARKET COMMUNITY PARK

7000001 · Grounds Maintenance/Repairs	269.05	20,000.00	1.35%
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Total 70000 · HAYMARKET COMMUNITY PARK 269.05 20,000.00 1.35%

71110 · EVENTS

7111003 · Contractual Services	5,471.50	80,000.00	6.84%
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Total 71110 · EVENTS 5,471.50 80,000.00 6.84%

72200 · MUSEUM

Front loaded cost to Town

Front loaded cost to Town

Front loaded cost to Town

Front loaded cost to Town

Expenses up to September 30, 2020

1st half payment to County

Attachment: Treasurer Report and Financials for 11.02.2020 (4742 : Town Treasurer Report)

7220009 · Advertising	0.00	750.00	0.0%	
7220012 · Telecommunications	399.24	2,200.00	18.15%	
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	33.31%	Civil War Trails Plaque
Total 72200 · MUSEUM	965.56	5,150.00	18.75%	
Total 07 · PARKS, REC & CULTURAL	6,706.11	105,150.00	6.38%	
08 · COMMUNITY DEVELOPMENT				
81100 · PLANNING COMMISSION				
8110001 · Salaries & Wages - Regular	1,065.00	5,670.00	18.78%	
8110002 · FICA/Medicare	86.83	500.00	17.37%	
8110003 · Consultants - Engineer	4,270.95	50,000.00	8.54%	
8110004 · Consultants - Comp Plan	0.00	40,000.00	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	14.43%	
8110009 · Engineer - Pass Through	2,637.50	0.00	100.0%	to help track costs that are paid by the developer/contractor
Total 81100 · PLANNING COMMISSION	8,276.68	98,620.00	8.39%	
81110 · ARCHITECTURAL REVIEW BOARD				
8111001 · Salaries & Wages - Regular	825.00	7,830.00	10.54%	
8111002 · FICA/Medicare	63.11	850.00	7.43%	
8111005 · Convention & Education	0.00	2,000.00	0.0%	
Total 81110 · ARCHITECTURAL REVIEW BOARD	888.11	10,680.00	8.32%	
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	9,164.79	111,223.00	8.24%	
09 · NON-DEPARTMENTAL				
95100 · DEBT SERVICE				
9510002 · General Obligation Bond - Prin	158,300.00	166,144.00	95.28%	Front loaded cost to Town
9510003 · General Obligation Bond - Int	9,098.45	16,500.00	55.14%	Front loaded cost to Town
9510005 · Capital Lease Pmt - Principal	15,796.19	31,592.00	50.0%	Front loaded cost to Town (1 of 2 payments)
Total 95100 · DEBT SERVICE	183,194.64	214,236.00	85.51%	
Total 09 · NON-DEPARTMENTAL	183,194.64	214,236.00	85.51%	
94103 · PEDESTRIAN IMPROVEMENT PROJECT	46,223.01	339,571.00	13.61%	
94105 · PERSONNEL				
EMPLOYEE BENEFITS				
6560 · Payroll Processing Fees	0.02			
Total EMPLOYEE BENEFITS	0.02			
Total 94105 · PERSONNEL	0.02			
94107 · BLIGHT MITIGATION				
9410701 · Building Official/Engr.	0.00	20,000.00	0.0%	
94107 · BLIGHT MITIGATION - Other	171.24			for Public Notice
Total 94107 · BLIGHT MITIGATION	171.24	20,000.00	0.86%	
94108 · Capital Improvement Funds Expens	0.00	29,389.00	0.0%	
Total Expense	808,920.86	2,600,594.00	31.11%	
Net Ordinary Income	140,169.99	0.00	100.0%	Net Income of Operational Budget
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	68,380.00	295,452.00	23.14%	Cares act expenses
Total Other Expense	68,380.00	295,452.00	23.14%	
Net Other Income	227,072.00	0.00	100.0%	Net income of CARES Act funds
Net Income	367,241.99	0.00	100.0%	Total net income/loss of both Operational Budget and CARES Act budget combined

Attachment: Treasurer Report and Financials for 11.02.2020 (4742 : Town Treasurer Report)

Town of Haymarket
Statement of Net Position
As of October 27, 2020

	Oct 27, 20
ASSETS	
Current Assets	
Checking/Savings	
10000 · Cash & Cash Equivalents	1,780,870.39
11000 · CD's & Money Market Funds	55.60
11010 · Virginia Investment Pool	330,084.00
Total Checking/Savings	2,111,009.99
Accounts Receivable	
12000 · Accounts Receivable	514,274.97
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	514,085.19
Other Current Assets	
11499 · Undeposited Funds	468.64
12012 · Local Accounts Receivable-Other	-2,917.49
12099 · Allowance for Doubtful Accounts	-103,775.64
Total Other Current Assets	-106,224.49
Total Current Assets	2,518,870.69
Fixed Assets	
12500 · General Property	4,343,848.91
12600 · Rental Property	1,401,944.03
Total Fixed Assets	5,745,792.94
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	8,387,710.63
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	22,496.24
Total Accounts Payable	22,496.24
Credit Cards	
20040 · Town Credit Card	-89.94
20042 · PD Credit Card - SONA 0277	-7,736.22
Total Credit Cards	-7,826.16
Other Current Liabilities	
20096 · Deferred Revenue - Other	10,000.00
20500 · Sales Tax Payable	65.60
21000 · Payroll Liabilities	3,393.93
22000 · Security Deposits	11,138.42
22010 · Escrow Deposits	64,068.00
Total Other Current Liabilities	88,665.95
Total Current Liabilities	103,336.03

Town of Haymarket
Statement of Net Position
As of October 27, 2020

	Oct 27, 20
Long Term Liabilities	
20080 · Accrued Interest Payable	9,621.55
23000 · Accrued Leave	26,892.84
25000 · General Obligation Bonds	911,600.00
25010 · Captial Leases Payable	91,593.64
29100 · Deferred Inflow - Pension Msmnt	89,749.00
29500 · Net OPEB Liability	45,000.00
29600 · Deferred Inflow - OPEB	8,000.00
	1,182,457.03
Total Long Term Liabilities	
Total Liabilities	1,285,793.06
Equity	
34110 · Net OPEB Activity Offset	-47,882.00
34000 · Net Pension Activity Offset	28,180.00
30000 · Unrestricted Net Assets	2,042,292.67
31000 · Restricted Net Assets	6,000.00
32000 · Investment in Capital Assets	5,747,060.14
33000 · Amt Long Term Obligations	-1,040,975.23
Net Income	367,241.99
	7,101,917.57
Total Equity	
TOTAL LIABILITIES & EQUITY	8,387,710.63

Attachment: Treasurer Report and Financials for 11.02.2020 (4742 : Town Treasurer Report)

Town Planner Task List October 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

ARB Meeting was canceled for October due to no agenda items scheduled. At the upcoming November meeting it is expected that Van Metre will attend to present their Architectural Package for Robinson's Village.

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						
"LOVE" Sign	Town Planner will work with the ARB to develop a plan/program for a Virginia LOVE sign to be installed in Town						
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						

Board of Zoning Appeals

No Activity for October 2020

Planning Commission

The October Planning Commission Meeting was canceled due to a lack of quorum. The Clerk of Council is working with the Planning Commission to reschedule the meeting to discuss the Zoning Text Amendment. The Van Metre site plan that was scheduled will be rescheduled for the next Planning Commission meeting.

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
Crossroads Village Center	15150 Washington Street	Emily/Katie	Fall 2017		Sep-18	May-19	The Final Site Plan has been signed, awaiting bonding on the property prior to work beginning. UPDATE: Property Owner met with Mayor Ken Luersen, Marchant Schneider and Town Planner to discuss the current status of the project and the next steps 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. A Secor submission is currently being worked on and will go to the Planning Commission on 9/21. 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 November Planning Commission Meeting.

Zoning Text Amendment	Working with the Planning Commission Liaison to review the Zoning Ordinance and draft a Zoning Text Amendment. Draft changes will be ready to present to the Planning Commission in October						
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Comprehensive Plan	Staff will work on a Comprehensive Plan draft to submit to the Planning Commission later in 2020, following the Zoning Text Amendment.						
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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

Attachment: Town Planner Report Nov 2020 (4743 : Town Planner Report)

Pardo House, 14881 Washington St	Staff has advertised the property per the blight ordinance in the local paper. UPDATE: Owner needs financially 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		
6800 & 6804 Fayette Street	Property @ the corner of Jefferson and Fayette Street. A friendly email was sent to the property owner requested the grass be cut. If no response is received to the email within 24 hours, a Zoning Violation Letter will be issued.	
6604 & 6608 Jefferson Street	A friendly email was sent to the property owner requested the grass be cut. If no response is received to the email within 24 hours, a Zoning Violation Letter will be issued.	
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.	

Task	Assigned To	Date Task Started	Last worked on	Action Needed By	Actual End Date	Comments
Active Projects						
Robinson Village	Katie/Emily	8/13/2020	10/26/2020	Applicant		-2nd submission comments provided 10/26
Pedestrian Improvements Project	Katie	7/14/2014	10/26/2020	Contractor		-Columbia Gas work complete. Construction restarted. Progress meetings to restart 10/30 -RDA requested change order to extend CEI services -Remaining work includes installing final pipe runs, asphalt mill/overlay and surface restoration, installing traffic detector loops, pipe inspections and misc. site clean up items
Haymarket Hotel Venture, LLC Preliminary Site Plan	Katie/Emily	9/6/2019	10/23/2020	Applicant		-Preconstruction meeting held onsite 9/10. Waiting on VDOT permit. Town E&S inspections ongoing
Karter School	Katie/Emily	8/20/2020	9/25/2020	Applicant		-Site plan submitted. Engineering comments to be distributed by ~9/29
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

Attachment: 2020-10 Oct Engineer's Reports_KMM (4744 : Town Engineer Report)

Task	Assigned To	Date Task Started	Last worked on	Action Needed By	Actual End Date	Comments
Active Projects						
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
Jeffreson/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
McDonalds	Katie/Emily	2/12/2019	4/10/2019	Applicant		-Minor Engineering comments provided 4/10/19 -PC conditionally approved plan 4/22/19

Attachment: 2020-10 Oct Engineer's Reports_KMM (4744 : 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