



TOWN OF HAYMARKET TOWN COUNCIL
JOINT PUBLIC HEARING- PLANNING COM./CITY COUNCIL
~ AGENDA ~

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

15000 Washington St
Haymarket, VA 20169

Monday, June 29, 2020

7:00 PM

Council Chambers

I. Call To Order

II. Planning Commission Call to Order

III. Pledge of Allegiance

IV. Invocation - Ruth Anne Sawyer

V. Joint Public Hearing- SUP Applications, SUP#2020-001 and SUP#2020-002
14600 Washington Street

1. Notice of Joint Public Hearing

VI. Public Hearing- Proffer Amendment, 14600 Washington Street

1. Notice of Public Hearing - Proffer Amendment 14600 Washington Street

VII. Planning Commission Discussion and Recommendation

1. Consideration of 14600 Washington Street Applications, Proffer Amendment, SUP#2020-001, and SUP#2020-002

VIII. Planning Commission Adjournment

IX. Open Regular Meeting

X. Public Hearing - FY2019-2020 Budget Amendment

1. Notice of Public Hearing - FY 2019-20 Budget Amendment

XI. Citizen's Time

XII. Minute Approval

1. Mayor and Council - Public Hearing/Regular Meeting - Jun 1, 2020 7:00 PM
2. Mayor and Council - Regular Meeting - Jun 8, 2020 7:00 PM

XIII. Agenda Items

1. Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001 and SUP#2020-002
2. Resolution 2020-015 Budget Amendment
3. Cares Act Fund Agreement
4. Debt Payment
5. Appointments
6. Civil Disturbance Equipment Information - Training and Insurance Expenses

XIV. Councilmember Time

1. Steve Shannon
2. Madhu Panthi
3. Chris Morris
4. Robert Day
5. David Leake

XV. Closing Prayer - Ruth Anne Sawyer

XVI. Adjournment

XVII. Continuation Meeting June 30, 2020 at 7:00 pm (As Necessary)

NOTICE TOWN OF HAYMARKET JOINT PUBLIC HEARING

**TOWN OF HAYMARKET- TOWN HALL COUNCIL CHAMBERS, FIRST FLOOR 15000
WASHINGTON STREET, STE. 100**

June 29, 2020 - 7:00 P.M.

Notice is hereby given that the Town of Haymarket Town Council and Planning Commission will conduct a public hearing on the following Special Use Permit Applications. All interested parties are encouraged to present their views at these hearings.

SPECIAL USE PERMIT APPLICATIONS

SUP#2020-001 & SUP#2020-002

To consider special use permit applications filed for 14600 Washington Street: GPIN 7397-19-1734. The applicant is requesting special use permits for the following uses; SUP#2020-001 a drive-through restaurant & SUP#2020-002 for 30 condominium units. The existing zoning for 14600 Washington Street, GPIN 7397-19-1734 is B-1, Town Center. Full text of the Town Zoning Code can be found at <http://www.townofhaymarket.org/index.php/government/ordinance>.

This meeting is being held at 15000 Washington Street, St. 100, in a public facility believed to be accessible to persons with disabilities. Any person with questions on the accessibility of the facility should contact the Clerk of the Council at the above address or by telephone at 703/753-2600. Persons needing interpreter services for the deaf must notify the Clerk of the Council no later than June 22, 2020.

**For additional information, contact the Town Planner, Emily Lockhart at 703/753-2600 or
ELockhart@townofhaymarket.org.**

**NOTICE
TOWN OF HAYMARKET PUBLIC HEARING**

**TOWN OF HAYMARKET- TOWN HALL COUNCIL CHAMBERS, FIRST FLOOR 15000
WASHINGTON STREET, STE. 100**

June 29, 2020 - 7:00 P.M.

Notice is hereby given that the Town of Haymarket Town Council will conduct a public hearing on the following Proffer Amendment Statement. All interested parties are encouraged to present their views at these hearings.

Proffer Amendment Statement for 14550 Washington Street

To consider amending the proffer statement in correlation with rezoning 2013-0528 from 2013; this proffer amendment would reduce the overall size of the recreational field use proffered from 4.51 acres to 2.05 acres. The existing zoning for 14600 Washington Street, GPIN 7397-19-1734 is B-1, Town Center. Full text of the Town Zoning Code can be found at <http://www.townofhaymarket.org/index.php/government/ordinance>.

This meeting is being held at 15000 Washington Street, St. 100, in a public facility believed to be accessible to persons with disabilities. Any person with questions on the accessibility of the facility should contact the Clerk of the Council at the above address or by telephone at 703/753-2600. Persons needing interpreter services for the deaf must notify the Clerk of the Council no later than June 22, 2020.

**For additional information, contact the Town Planner, Emily Lockhart at 703/753-2600 or
ELockhart@townofhaymarket.org.**

**NOTICE OF PUBLIC HEARING
TOWN OF HAYMARKET
FISCAL YEAR 2019-2020 AMENDMENT TO THE ADOPTED BUDGET**

The Haymarket Town Council will hold a public hearing on Monday, June 29, 2020 beginning at 7:00 p.m. at the Haymarket Town Hall, 15000 Washington Street, #100, Haymarket, Virginia 20169, and/or at such other times as to which such hearing may be continued, to consider amending the FY 2019-2020 budget as summarized below. This amendment will increase the adopted budget for Fiscal Year 2019-2020 in the amounts shown below. The new total budget amount will be \$3,078,078.73.

The hearing is being held in a public facility believed to be accessible to persons with disabilities. Any person with questions on the accessibility to the facility should contact the Town Clerk at the above address or by calling 703-753-2600.

Budget Amendment for FY2019-2020 Budget

<u>REVENUE:</u>	<u>Adopted 2019-20 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Public Safety			
Laney Detail	\$ 0	\$ 48,503	\$ 48,503
Donations	\$ 3,000	\$ 12,835	\$ 9,835
 <u>EXPENDITURE:</u>			
Police Department			
Salaries & Wages – Laney Detail	\$ 0	\$ 48,503	\$ 48,503
Town Council			
Salaries & Wages – Regular	\$ 32,100	\$ 22,040	(\$ 10,060)
Police Department			
Uniforms & Supplies	\$ 41,638.95	\$ 51,698.95	\$ 10,060
Donation Expenditure	\$ 3,000	\$ 12,835	\$ 9,835

TOWN OF HAYMARKET

Attachment: Public Notice for FY2020 Budget Amendment for 06.29.2020 FINAL (4508 : Notice of Public Hearing - FY 2019-20 Budget



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, June 1, 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 David Leake called the meeting to order.

I. Call To Order

Due to the COVID 19 pandemic and to comply by the social distancing guidelines passed down by Governor Northam, Councilman Robert Day attended the meeting via Zoom from his home.

1. Zoom Meeting Invite -

<https://us02web.zoom.us/j/84510489358?pwd=EFhKZVpHUUndDbhGazJSVnVGUkJTZz09>

Councilman Chris Morris: Present, Councilman Robert Day: Present, Councilman Connor Leake: Present, Councilman Madhusudan Panthi: Present, Councilman Steve Shannon: Present, Mayor David Leake: Present.

II. Pledge of Allegiance

Mayor David Leake asked everyone to stand for the Pledge of Allegiance.

III. Invocation - Mark Brady, Park Valley Church

Pastor Mark Brady from Park Valley Church thanked the Town Council and Mayor Leake for their dedication and service to the community prior to the giving the invocation.

IV. Public Hearing

1. Notice of Public Hearing

V. Public Hearing Citizens Time

Mayor Leake opened the floor for citizen comments on the public hearing. There were no citizens wishing to address the Town Council for the public hearing.

VI. Close Public Hearing

With no citizen comments, Mayor Leake closed the Public Hearing.

VII. Regular Meeting

VIII. Citizens Time

Mayor Leake opened the floor for citizen comments.

Dottie Leonard, 14801 Washington Street, stated that she is proud of being a part of the Town and complimented the Police Department on their service to the Town of Haymarket. Ms. Leonard also thanked the Town Council, especially those leaving office, for their service.

IX. Consent Agenda

Councilman Shannon moved to approve the Consent Agenda as presented. Councilman Panthi seconded the motion. There was no discussion on the motion.

1. Mayor and Council - Public Hearing - Apr 14, 2020 7:00 PM

Councilman Shannon motioned to approve the Consent Agenda as presented. The motion was seconded by Councilman Panthi. There was no discussion on the motion. The motion carried.

Minutes Acceptance: Minutes of Jun 1, 2020 7:00 PM (Minute Approval)

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Steve Shannon, Councilman
SECONDER: Madhusudan Panthi, Councilman
AYES: Morris, Day, Leake, Panthi, Shannon

2. Mayor and Council - Special Meeting - Apr 14, 2020 7:15 PM
Councilman Shannon moved to accept the Consent Agenda as presented. The motion was seconded by Councilman Panthi. There was no discussion on the motion. The motion carried.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Steve Shannon, Councilman
SECONDER: Madhusudan Panthi, Councilman
AYES: Morris, Day, Leake, Panthi, Shannon

3. Mayor and Council - Special Meeting - Apr 21, 2020 6:00 PM
Councilman Shannon moved to accept the Consent Agenda as presented. The motion was seconded by Councilman Panthi. There was no discussion on the motion. The motion carried.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Steve Shannon, Councilman
SECONDER: Madhusudan Panthi, Councilman
AYES: Morris, Day, Leake, Panthi, Shannon

4. Mayor and Council - Work Session - May 4, 2020 6:00 PM
Councilman Shannon moved to accept the Consent Agenda as presented. The motion was seconded by Councilman Panthi. There was no discussion on the motion. The motion carried.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Steve Shannon, Councilman
SECONDER: Madhusudan Panthi, Councilman
AYES: Morris, Day, Leake, Panthi, Shannon

5. Mayor and Council - Public Hearing/Regular Meeting - May 4, 2020 7:00 PM
Councilman Shannon moved to accept the Consent Agenda as presented. The motion was seconded by Councilman Panthi. There was no discussion on the motion. The motion carried.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Steve Shannon, Councilman
SECONDER: Madhusudan Panthi, Councilman
AYES: Morris, Day, Leake, Panthi, Shannon

6. Mayor and Council - Regular Meeting - May 26, 2020 7:00 PM
Councilman Shannon moved to accept the Consent Agenda as presented. The motion was seconded by Councilman Panthi. There was no discussion on the motion. The motion carried.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Steve Shannon, Councilman
SECONDER: Madhusudan Panthi, Councilman
AYES: Morris, Day, Leake, Panthi, Shannon

X. Agenda Items

1. Resolution 2020-012 BB&T Overpayment Refund Amendment

Councilman Leake moved that the Haymarket Town Council approve an amendment to the Fiscal Year 2019-20 as designated on Resolution # 2020-012, to amend the BB&T Tax Overpayment Refund line item in the amount of \$32,594 by moving this amount from the Administration - Health Insurance line item and Administration - Salary/Wages - Part Time line item. The motion was seconded by Councilman Shannon. The motion carried by roll call vote.

Minutes Acceptance: Minutes of Jun 1, 2020 7:00 PM (Minute Approval)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Connor Leake, Councilman
SECONDER:	Steve Shannon, Councilman
AYES:	Morris, Day, Leake, Panthi, Shannon

XI. Department Reports

Mayor Leake asked to add an agenda item after the Town Attorney Report.

1. Town Administrator Staff Reports

Business Manager Chris Coon asked for any questions on his report. Mr. Coon shared that the speed table is scheduled to be re-installed on June 2nd. Mr. Coon shared that due to some complaints expressed at the County level, VDOT will make the speed table low in height. Mr. Coon also shared that the Jefferson Street sidewalk project has started and work was to continue through out the week. Councilman Morris asked Mr. Coon to expand with more of an explanation on his report. A short discussion followed.

2. Chief of Police Report

Police Chief Kevin Lands asked for any questions from the monthly numbers report. Chief Lands shared with the Town Council information from the protest events that took place in Manassas over the weekend. There was a discussion about providing the police department with riot gear. Mayor Leake stated that he would like to address that item later during the evening's meeting. Chief Lands provided information of the gear needed and the estimated cost to obtain the gear.

Police Chief Lands thanked the Town Council for giving him the opportunity to serve the Town and the Council. He thanked those, particularly the ones not returning to Council, for supporting him and the police department. Chief Lands read a statement to the Town Council on the accomplishments of his officers. The officers were in attendance at the evening's meeting to be recognized as follows:

Officer Davis leads the force in drug detection and arrests. He is the firearms instructor, defensive tactics instructor and teaches women's self defense classes.

Officer O'Neale is the community relations officer and has successfully built community partnerships to organize and put on great events and school outreach programs that resulted in positive interaction between children and the police department.

Officer Hood is one of the night shift officers that works diligently to keep the businesses safe after hours as well as the homes in the community. He has recently has assumed the responsibilities as the evidence room technician.

Officer Burgoon just joined the team and has adapted very quickly to the responsibilities of being a Haymarket police officer.

Officers Anderson and Nugent are the departments part time officers and are invaluable to the team because they are always available to cover shifts when needed or for special events.

Fleet Manager Milstead keeps all the vehicles current on maintenance checks and equipment certifications and installs.

At this time, Chief Lands asked Sargent Jeff Shaver to join him at the podium. Chief Lands shared that Mr. Shaver was a newly appointed sergeant with little or no training when Chief Lands came on board with the Haymarket Police Department. Chief Lands stated that Mr. Shaver picked up quickly on ways to be a leader and was determined to be the best supervisor he could be. Chief Lands continued to state that in the past 3 years Mr. Shaver has grown so much and has gained the respect of the officers in the department. He handles the day to day operations that keeps the department running, as well as being a working sergeant who often patrols the Town of Haymarket. Chief Lands stated that Sergaent Shaver's dedication to the department has been invaluable and Haymarket is lucky to have him. In conclusion, Chief Lands announced that as a result of Sergeant Shaver's hard work and dedication, his determination and leadership skills, his willingness to learn, and the respect that he has gained from the department promoted Mr. Shaver from Sergeant to Lieutenant effective immediately. Police Chief Lands invited a special guest, Jeff's father who is also a police officer and Jeff's mother, to the podium to pin the lieutenant badge on their son. After a standing ovation congratulating Mr. Shaver, the department formed a line to salute and congratulate Lieutenant Shaver.

Lieutenant Shaver gave a small speech and thanked the Council for allowing him to serve the Town of Haymarket for the past 13 years. He stated that he has seen a lot during those years. He stated that he and the officers are honored to serve the Town of Haymarket. Police Chief Lands gave his final comments with an emotional thanks to the Mayor and the Town Council leaving office.

3. Town Treasurer Report

Town Treasurer Roberto asked for any questions on the Treasurer's Report. Mr. Gonzalez shared recent updates on Business License and Meals Tax revenues. Mr. Gonzalez stated that business license revenue exceeded the budget and that with 2 months left in this fiscal year the meals tax revenues are trending to exceed the budget.

Councilman Leake shared that with the projection of ending the year in the black and with Prince William County passing on funds from the Cares Act, the funds are available to look at some CIP items. Mayor Leake mentioned looking at the riot gear equipment for the police department that was part of a discussion earlier. Councilman Leake invited Business Manager Coon to explain the Corona relief fund, or Cares Act and how the funds can be used. Mr. Coon stated that the Town should receive \$147,726 and can be used for necessary expenditures incurred due to public health emergencies with respect to COVID 19, to cover cost that was not accounted for in the budget that was recently approved since March 27th and cost that incurred between March 1 - December 30, 2020. Mr. Coon gave some examples on how the monies can be spent and also shared that it must be spent by December 30, 2020 or the Town would need to return the funds.

4. Town Planner Report

Town Planner Emily Lockhart gave updates from the most recent Architectural Review Board meeting. She stated that at their June meeting, the ARB by-laws will be addressed. Ms. Lockhart also gave updates on the Planning Commission meetings. She stated that the Planning Commission have not currently been having meetings. However, she will be recommending them to have a June meeting to go over the 1 mile review sent from the County. Ms. Lockhart shared some background to the one mile review. Ms. Lockhart stated that, since the weather has been nice, she has walked the streets of the Town and has made note of areas where sidewalk repair needs to be addressed.

Ms. Lockhart also shared that she received two Special Use Permit Applications from QBE at the close of today's business hours. Ms. Lockhart shared with the Town Council the updates on the Pardo House located on Washington Street. She stated that she has given the property owner until June 17th to address the conditions of the property and to secure the premises before issuing zoning violations. Ms. Lockhart shared that Aroma 2, Morais Vineyards, was issued a temporary occupancy permit and should open in the near future. Ms. Lockhart gave updates on the Haymarket Hotel project.

5. Town Engineer Report

Town Planner Emily Lockhart gave the Town Engineer report. She stated that the Jefferson Street sidewalk project has started. There were no other report from the Town Engineer. There was a question about the repaving of Rte.55. Ms. Lockhart stated that she had not heard of any updates. Councilman Steve Shannon stated that he would check with VDOT on the status of the project.

6. Town Attorney Report

Town Attorney Martin Crim gave a brief update on items he was working on. He stated that he was working with Business Manager Coon on the solid waste contract, the outdoor dining policy with businesses during COVID, and working with staff on the Haymarket Hotel Venture easement documents. There was a short discussion on the Haymarket Hotel project and the delay from Prince William County. Mr. Crim asked if the Council would like for him to expand on the explanation of the Cares Act that was discussed previously. Mayor Leake suggested that the Council go into closed session and when they came back into open session, the Cares Act could be discussed at that time.

At this time, Mayor Leake moved the Closed Session up on the agenda.

XII. Closed Session - As Needed

1. Motion to Enter Into Closed Session

Councilman Leake moved to enter into Closed Session pursuant to Virginia Code 2.2-3711 (A)(1) to discuss a personnel matters involving the assignment, appointment,

promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the Town; specifically dealing with the Town Business Manager. The motion was seconded by Councilman Panthi. The motion carried.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Connor Leake, Councilman
SECONDER: Madhusudan Panthi, Councilman
AYES: Morris, Day, Leake, Panthi, Shannon

2. Certification of Closed Session

Councilman Shannon moved that the Council certified 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 under the provisions of the Virginia Freedom of Information Act as cited in that motion. The motion was seconded by Councilman Leake. The motion carried by a roll call vote.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Steve Shannon, Councilman
SECONDER: Connor Leake, Councilman
AYES: Morris, Day, Leake, Panthi, Shannon, Leake

3. Motion from Closed Session

Councilman Leake moved to direct the Town Attorney to work with the Mayor and Town Council to draft an employment contract for Mr. Coon as Town Manager. Councilman Shannon seconded the motion. The motion carried by a roll call vote.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Connor Leake, Councilman
SECONDER: Steve Shannon, Councilman
AYES: Morris, Day, Leake, Panthi, Shannon

XIII. COVID Wage

At this time, Councilman Panthi left the meeting.

Mayor Leake addressed the COVID wage agenda item that he added to the evening's agenda. Mayor Leake asked Business Manager Coon to share the information he received on the Cares Act and the possibility of paying a differential wage or hazardous pay to those who worked with the public during the shutdown. Mr. Coon shared that other localities have provided additional pay using the Cares Act funds due to the fact that they were essential workers to maintain the functions of the Town. Mayor Leake also asked the Town Attorney for interpretation of the act. Mr. Crim stated that he anticipates that the hazard pay differential would be a permitted expense. He shared that numerous localities are paying those who having day to day contact with the public because they were putting their lives at risk for COVID 19. He also shared that although the criteria is not very detailed, the general guidelines are that it has to be an un-budgeted expense and has to deal directly with the COVID crisis, and it cannot be used for loss revenue. He continued to state that it could be used for protective equipment, the cost to de-contaminate spaces and for hazard pay differential. Mayor Leake suggested that the Council consider paying the differential from the current budget then once the funds are disbursed from the County, those funds would go back into the budget. Mr. Coon stated that the fund of \$147,000+ would be coming from the County within the month. There was a short discussion on the hazard pay differential, hours worked and rate of pay.

1. Motion for COVID 19 differential pay

Councilman Morris moved to pay a hazard pay differential to be reimbursed from the Cares Act funds for Town Staff having contact with the public for the time period from March 12 through June 30. Councilman Shannon seconded the motion. Discussion followed on extending the payment after July 1 with the new Town Council and the timeline on expected disbursement of funds from the Cares Act. The motion carried by a roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Morris, Councilman
SECONDER:	Steve Shannon, Councilman
AYES:	Chris Morris, Robert Day, Connor Leake, Steve Shannon
ABSENT:	Madhusudan Panthi

XIV. Civil Disturbance Gear

1. Approval to Purchase Civil Disturbance Gear

Mayor Leake asked Police Chief Lands to provide information he gathered for the protective riot gear equipment. Chief Lands stated that he would have to order for various companies to get what he needs to provide the department with the right equipment. He stated that he would need approximately \$15,000. Mayor Leake asked if the Council would want to take any action on this item.

Councilman Shannon moved to authorize the Chief of Police to purchase civil disturbance gear for the Haymarket Police Department for the amount not to exceed \$17,000. The motion was seconded by Councilman Morris. Councilman Leake stated that this purchase would put the police department over budget for uniforms. Councilman Leake stated that there would need to be an amendment to fund that line item. Councilman Morris stated that he would like the Chief to gather more research. A discussion followed on that subject. The motion carried by a roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Shannon, Councilman
SECONDER:	Chris Morris, Councilman
AYES:	Chris Morris, Robert Day, Connor Leake, Steve Shannon
ABSENT:	Madhusudan Panthi

XV. Councilmember Time

1. Steve Shannon

Councilman Shannon congratulated Mr. Shaver on his promotion to Lieutenant. Mr. Shannon stated that he would save his remaining comments for the final meeting.

2. Connor Leake

Councilman Leake did not have any additional comments to add.

3. Madhu Panthi

Councilman Panthi left the meeting early and did not provide any additional comments.

4. Chris Morris

Councilman Morris stated that he was impressed by how many people came out and voted at the last election.

5. Robert Day

Councilman Day stated he would like to save his comments for the final meeting.

6. David Leake

Mayor Leake thanked the staff for their hard work,

XVI. Adjournment

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

1. Motion to Adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Shannon, Councilman
SECONDER:	Connor Leake, Councilman
AYES:	Chris Morris, Robert Day, Connor Leake, Steve Shannon
ABSENT:	Madhusudan Panthi

Submitted:

Approved:

Kimberly Henry, Clerk of the Council

David Leake, Mayor

Minutes Acceptance: Minutes of Jun 1, 2020 7:00 PM (Minute Approval)



TOWN OF HAYMARKET TOWN COUNCIL

REGULAR MEETING ~ MINUTES ~

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

15000 Washington St
Haymarket, VA 20169

Monday, June 8, 2020

7:00 PM

Council Chambers

A 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 David Leake called the meeting to order.

I. Call To Order

1. Zoom Invite -

<https://us02web.zoom.us/j/89651111079?pwd=UTUzZUJZc0hZb3Rjb0cvamtZNFhyUT09>

Vice Mayor Chris Morris: Present, Councilman Connor Leake: Absent, Councilman Steve Shannon: Present, Councilman Madhusudan Panthi: Present, Councilman Robert Day: Present, Mayor David Leake: Present.

II. Pledge of Allegiance

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

III. Notice of Public Hearing

The purpose of the public hearing was an amendment to decrease the adopted FY20-21 budget by 5%. Business Manager Coon explained some line item changes but stated that the end total would remain the same. Mayor Leake opened the floor for citizen comment at this time.

1. Notice of Public Hearing

IV. Citizens Time for Public Hearing

There were no citizens wishing to address the Town Council on the subject of the public hearing.

V. Close Public Hearing

With no citizens wishing to address the Town Council, Mayor Leake closed the public hearing.

VI. Agenda Items

1. Resolution 2020-013

Business Manager Chris Coon explained that there would be a slight change in the meals tax, business license, sales tax and cigarette tax in order to remove the TOT tax. He also stated that the expenditures from tourism will also be removed, an expense from debt obligation and CIP funding would be removed.

Councilman Shannon moved that the Haymarket Town Council approve an amendment to the Fiscal Year 2020-21 as designated in Resolution #2020-013, to reduce revenue line items for meals tax, business license tax, sales tax receipts, and cigarette tax and for expenditure line items Administration - Salaries & Wages - Part-Time, Haymarket Community Park, and CIP funding in the amount of \$136,872 from the adopted budget. This amendment will make the adopted budget for Fiscal Year 2020-2021 total \$2,600,594. Councilman Panthi seconded the motion. Mr. Coon asked to amend the motion to add the line items as discussed.

Councilman Shannon amended his motion to include Mr. Coon's amendments to the revenue and expenditures as discussed earlier. Councilman Panthi seconded the amended motion. The motion carried by a roll call vote.

Minutes Acceptance: Minutes of Jun 8, 2020 7:00 PM (Minute Approval)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Shannon, Councilman
SECONDER:	Madhusudan Panthi, Councilman
AYES:	Chris Morris, Steve Shannon, Madhusudan Panthi, Robert Day
ABSENT:	Connor Leake

2. Resolution 2020-014

Mayor Leake stated that this resolution is adjusting the current 2019-2020 budget. Mayor Leake shared that 3 HVAC units needed to be replaced in the Town owned buildings. He stated that monies needed to be switched around to fund the line item that would cover that expense.

Councilman Shannon moved that the Haymarket Town Council approve an amendment to the Fiscal Year 2019-20 as designated on Resolution #2019-014, to amend the Maintenance Of 15000 Wash. St. - Repairs/Maintenance line item by increasing \$18,000 by moving this amount from the Town Public Works line item. Councilman Panthi seconded the motion. Councilman Morris raised his concerns on the procedures used when getting bids on to replace the unites. A discussion followed on Mr. Morris' concerns. **After a lengthy discussion, the motion carried by a roll call vote.**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Shannon, Councilman
SECONDER:	Madhusudan Panthi, Councilman
AYES:	Chris Morris, Steve Shannon, Madhusudan Panthi, Robert Day
ABSENT:	Connor Leake

3. Debt Service Discussion

Business Manager Chris Coon shared with the Town Council information on the Town's debts and loans. Mr. Coon shared that all the Town's interest on current loans are below 3.5%. Mayor Leake stated that when the Town Council adopted the previous tax rates, there was a very good indication that there would be a surplus in revenue and that it was agreed upon to cut down some of the debt with the surplus. He continued to state that as the budget year comes closer to the end, there would be a better indicator on what can be paid. He stated that this was for discussion on what the Town Council would like to consider so that decisions can be made at the last meeting in June. Mr. Coon reminded the Town Council that anything more than 1% of the budget would require a public hearing. A discussion followed on the subject of paying the debt services.

Councilman Morris asked that more information be given to the Town Council at the next meeting in regards to insurance and training required from the purchase of the Civil Disturbance equipment that was recently approved.

VII. Closed Session

1. Motion to go into Closed Session

Councilman Shannon moved to go into Closed Session pursuant to Virginia Code § 2.2-3711 (A)(1) to discuss a personnel matter involving the assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the Town; specifically dealing with the Town Business Manager. Councilman Morris seconded the motion. The motion carried.

RESULT:	ADOPTED [3 TO 0]
MOVER:	Steve Shannon, Councilman
SECONDER:	Chris Morris, Vice Mayor
AYES:	Chris Morris, Steve Shannon, Madhusudan Panthi
ABSENT:	Connor Leake
RECUSED:	Robert Day

2. Certification

Councilman Shannon moved that the 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 under the provisions of the Virginia Freedom of Information Act cited in that motion. Councilman Panthi seconded the motion. The motion carried by a roll call vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Morris, Vice Mayor
SECONDER:	Steve Shannon, Councilman
AYES:	Morris, Shannon, Panthi, Day, Leake
ABSENT:	Connor Leake

3. Motion to Appoint Town Manager

Councilman Morris moved to appoint Chris Coon as Town Manager with a salary of \$75,000 annually effective immediately and to enter into a contract as presented by the Town Attorney today. Councilman Shannon seconded the motion. The motion carried.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Morris, Vice Mayor
SECONDER:	Steve Shannon, Councilman
AYES:	Chris Morris, Steve Shannon, Madhusudan Panthi, Robert Day
ABSENT:	Connor Leake

VIII. Adjournment

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

1. Motion to Adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Shannon, Councilman
SECONDER:	Madhusudan Panthi, Councilman
AYES:	Chris Morris, Steve Shannon, Madhusudan Panthi, Robert Day
ABSENT:	Connor Leake

Submitted:

Approved:

Kimberly Henry, Clerk of the Council

David Leake, Mayor

Minutes Acceptance: Minutes of Jun 8, 2020 7:00 PM (Minute Approval)

June 25, 2020

Emily Lockhart, Town Planner
Town of Haymarket
15000 Washington Street #100
Haymarket, Virginia 20169

RE: QBE Business Park SUP 2020 – 0001 & SUP 2020 – 0002

Dear Emily,

Enclosed herein please find the following documents in support of the Special Use Permit request for QBE Business Park located at 14600 Washington Street:

1. Executed Special Use Permit Application 2020 – 0001
2. Executed Special Use Permit Application 2020 – 0002
3. Development Narrative (dated June 15, 2020)
4. Conditions of Approval SUP2020-001 (dated June 24, 2020)
5. Conditions of Approval SUP2020-002 (dated June 15, 2020)
6. General Development Plan (dated June 18, 2020)

Please let me know if you have any questions.

Sincerely,

Shawn Landry
Shawn.Landry@QBE.net
(703) 498 - 8650

June 15, 2020

Haymarket Properties Group, LLC
 GPIN: 7397-19-1734
 Development Narrative

PROPERTY AND AREA OVERVIEW

Haymarket Properties Group, LLC (the "**Applicant**"), has submitted two Special Use Permit application (the "**Application**") on approximately 8.8 acres (the "**Property**") that includes a portion of the Tax Parcels described as GPIN: 7397-19-1734. These two Special Use Permits will be utilized in conjunction with a site plan amendment to the currently approved site plan dated June 7th, 2017. The new site plan will be amended as depicted in the General Development Plan (GDP) dated June 18, 2020. The applicant no longer wishes to add additional stories to the current building on site.

The Property currently has a 33,458 square feet multiuse building, known as the Old Pace West School and is located on the north side of Washington Street, the eastern most side of the Town of Haymarket. The proposed development will be accessed from Washington Street and Bleight Drive

The land uses adjacent to the proposed development include single-family attached homes zoned R-1 located directly to the west and south, and townhomes zoned R-2 to the north.

SPECIAL USE PROPOSAL

Under SUP 2020 – 0002 the applicant proposes to develop 53,250 square feet of the Property zoned B-1 via special use permit to allow thirty (30) residential condominium dwelling units. The proposed plan locates the residential condominiums on the 3rd and 4th floor of the new proposed multiuse building as shown on the GDP.

Under SUP 2020 – 0001 the applicant proposes to develop a restaurant with drive thru window at the south eastern most pad. This restaurant would be no more than 3,200 square feet with outside seating.

The maximum building height will be four stories not to exceed 50 feet as allowed by right under the Towns zoning ordinance.

COMPREHENSIVE PLAN COMPLIANCE

Under the Town of Haymarket Zoning Ordinance, Sec 58-1.7 Special Uses

(D) A special use shall be approved if its design, location, construction, method of operation, special characteristics and other aspects satisfy the following standards:

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."*

The Comprehensive Plan calls for a mix of residential and non-residential land uses that will provide an economically and fiscally balanced land use strategy. Uses that generate high fiscal costs, such as residential development, must be balanced by uses that generate a positive revenue stream, such as employment uses. (Page 5, 2008 Comprehensive Plan)

However, because the school is not the direct responsibility of the Town, 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 are a residents. (Page 104, 2008 Comprehensive Plan)

The 8.8-acre site was rezoned to B-1 in August of 2013 when a portion of the site was annexed from the county during a boundary line adjustment. The Property is ideal for a combination of commercial and residential development as shown on the GDP. The Property's frontage on Washington Street lends to a combination of residential and commercial development. Its location provides convenient access for residents to I-66, Rt-29, and Rt15 for commuting to points east and north, such as the Leesburg, Ashburn, Fairfax, Tysons Corner and Washington D.C. The Property's frontage on Washington Street makes it ideal for neighborhood commercial development that will be patronized by residents and others. The depth of the Property from Washington Street to I-66 renders it suitable the sort of mixed development proposed by the GDP.

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

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.

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

The Property layout is intended to complement and blend in with the existing neighboring uses. The new construction will be subject to review by the Architectural Review Board to insure it is in keeping with being value additive to the community.

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

The proposed SUP uses for the Property takes into consideration the natural environmental features. In particular, preserving the two ball fields to the north, which the applicant looks forward to continuing to lease to Prince William County Parks and Recreation for their use.

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."*

The project proposes connecting pedestrian street sidewalks to current sidewalks located on Bleight Drive and Washington Street. The project will also include internal sidewalks. Vehicular traffic generated by the proposed use will have two vehicular ingress / egress points on Washington Street and Bleight Drive as approved in the original site plan dated June 7, 2017.

6. *"Utility, drainage, parking, loading, and other necessary facilities provided to serve the proposed use shall be adequate." "*

The project will provide all required drainage, onsite infrastructure, storm water management, as well as parking. All design requirements will meet the Town of Haymarket's zoning ordinance.

Summary

The proposed Special Use Permits and future site plan amendment honors the Comprehensive Plan goal of a balanced program for future land use to ensure the health, welfare, and safety of the Town and its residents by striking an appropriate balance between residential and commercial development that promotes the health, safety, and welfare of the new and existing residents. It does so by allowing healthy residential and commercial opportunities in a pedestrian friendly unified development.

The applicant respectfully requests favorable consideration of the applicant by the Staff, Planning Commission, and the Town Council.

Conditions of Approval
SUP 2020 – 0002
June 15, 2020

1. LANDUSE

- 1.1 Development shall be in substantial accord with the Generalized Development and Special Use Permit Plan entitled "QBE Business Park" prepared by The KDL Group and dated June 18, 2020 (the "GDP") with the size, construction details and locations of buildings, roadways and other features being approximate subject to final engineering at site plan and with the color, construction materials and appearance of structures being subject to the issuance of certificates of appropriateness by the Town of Haymarket ("Town") Architectural Review Board (ARB) at advertised public meetings.
- 1.2 Residential Condominium Development on the Property shall not exceed 30 condominium units in the location generally shown on the GDP.
- 1.3 Development of the Property shall be in general conformity with the GDP. Precise locations of roads, lot lines, lot widths and depths, utility lines, and other features generally depicted on the GDP will be determined at the time of site or subdivision plan approval.

2. ARCHITECTURAL DESIGN, SIGNAGE AND LANDSCAPING

- 2.1 Architectural details of the multiuse building housing the condominium units will be determined through the issuance of certificates of appropriateness issued by the ARB.

3. STORMWATER MANAGEMENT

- 3.1 Storm water management for the Property shall employ best management practices ("BMP").
- 3.2 Storm water retention shall be provided at site plan as approved by the Town.
- 3.3 Storm water management facilities shall be maintained by the appropriate owners' associations provided below.

4. CREATION OF CONDO ASSOCIATION

- 4.1 The Property shall be made subject a condo association that shall be created and be made responsible for the maintenance and repair of common areas, including common open space that may be established in accordance with the requirements of the Town zoning ordinance. The COA shall be granted such other responsibilities, duties and powers as a customary for such associations, or as may be required to affect the purposes for which the COA is created. Such COA shall also be granted sufficient powers that may be necessary, by regular dues, special dues or assessments, to raise revenue sufficient to perform the duties assigned hereby, or by the documents creating the association.

5. TRANSPORTATION

5.1 The Applicant will construct a brick pedestrian street sidewalk along the southern edge of the property, on the northern side of Washington Street.

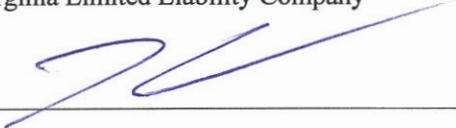
6. CONTINGENT

6.1 This Special Use Permit is contingent upon removal or amendment of the current proffer statement dated August 1, 2013 and a site plan amendment.

SIGNATURE ON FOLLOWING PAGE

APPLICANT

HAYMARKET PROPERTIES GROUP, LLC
a Virginia Limited Liability Company

By: 

Name: Keith Lowry

Title: member

Date: 6-25-2020

Attachment: 14600 Washington_SUP Narrative - Final (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001

Conditions of Approval
SUP 2020 – 0001
June 24, 2020

1. LANDUSE

- 1.1 Development of the Special Use Permit shall be in general accordance with the Generalized Development and Special Use Permit Plan entitled "QBE Business Park" prepared by The KDL Group and dated June 18, 2020 (the "GDP") with the final location being somewhere on the southern side of the depicted yellow line. Construction details and locations of buildings, traffic flow, stacking plan, roadways and other features being approximate subject to final engineering per the Town of Haymarket's Zoning Ordinance and approved by the Planning Commission. The color, construction materials and appearance of structures being subject to the issuance of certificates of appropriateness by the Town of Haymarket ("Town") Architectural Review Board (ARB) at advertised public meetings.
- 1.2 Restaurant will be no larger than 3,200 square feet and offer outside seating.

2. ARCHITECTURAL DESIGN, SIGNAGE AND LANDSCAPING

- 2.1 Architectural details of the multiuse building housing the condominium units will be determined through the issuance of certificates of appropriateness issued by the ARB.

3. STORMWATER MANAGEMENT

- 3.1 Storm water management for the Property shall employ best management practices ("BMP").
- 3.2 Storm water retention shall be provided at site plan as approved by the Town.
- 3.3 Storm water management facilities shall be maintained by the appropriate owners' associations provided below.

4. CONTINGENT

- 6.1 This Special Use Permit is contingent upon a site plan amendment to the Site Plan approved June 7, 2017.

SIGNATURE ON FOLLOWING PAGE

APPLICANT

HAYMARKET PROPERTIES GROUP, LLC
a Virginia Limited Liability Company

By: [Signature]

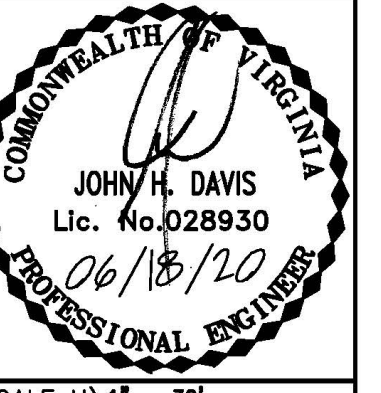
Name: Keith Loring

Title: member

Date: 6-25-2020

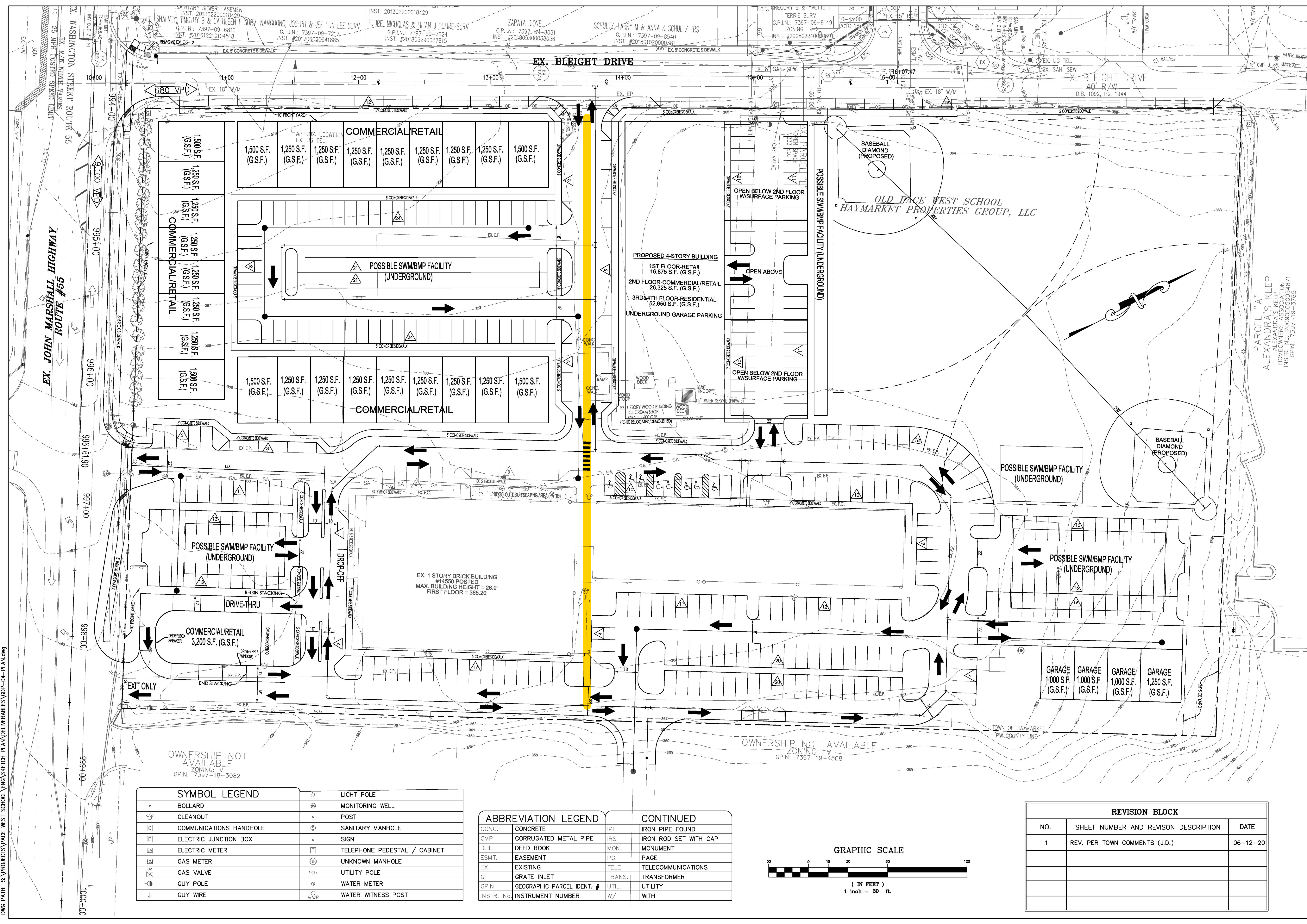
THE KDL GROUP LLC
P.O. BOX 809
HAYMARKET, VA 20169
PHONE 703 763-7592 FAX 703 763-7593
www.kdlgroup.com

GENERAL DEVELOPMENT PLAN
OBE BUSINESS PARK
GENERAL DEVELOPMENT PLAN
TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA



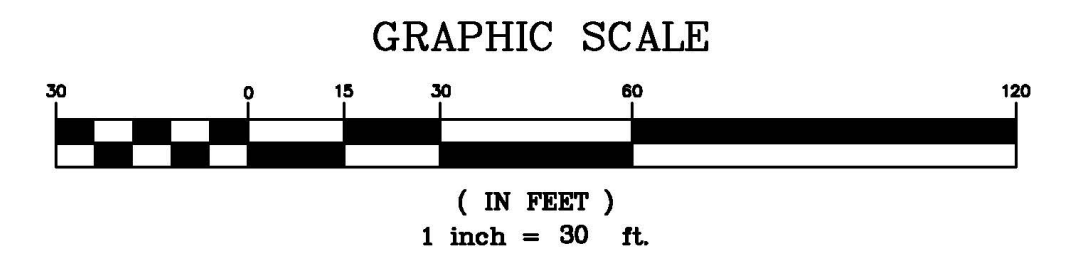
SCALE: H) 1" = 30'
V) N/A
DATE: MAY 2020
CHECKED:
DRAWN: JHD
FILE NO: PRE-018-HAY
SHEET NO.
4 OF 4

Attachment: 14600 Washington_SUP Narrative - Final (4526 - Consideration of 14600 Washington Street - Profiler Amendment, SUP#2020-001 and SUP#2020-002)



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

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



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

DWG PATH: S:\PROJECTS\FACE WEST SCHOOL\ENG\SKETCH PLAN\DELIVERABLES\GDP-04-PLAN.dwg

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: 14600 Washington_Proffer Condition Amendment-Final (4526 : Consideration of 14600 Washington Street - Proffer Amendment,

DEED OF LEASE

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

Landlord and Tenant hereby covenant and agree as follows.

1. Basic Lease Provisions.

The following terms shall have the meanings set forth below.

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

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

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

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

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

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

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

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

2. *Intentionally Deleted*

3. *Lease of the Premises; Term.*

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

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

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

4. *Acceptance of Premises.*

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

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

5. *Rent.*

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

6. *Termination Right.*

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

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

7. *Utilities and Services.*

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

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

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

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

8. *Intentionally Deleted*

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

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

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

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

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

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

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

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

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

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

10. Alterations by Tenant.

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

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

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

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

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

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

11. Tenant's Personal Property.

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

12. Signs.

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

13. Assignment and Subletting.

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

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

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

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

14. Insurance.

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

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

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

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

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

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

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

15. *Liability of Landlord.*

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

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

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

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

16. *Damage or Destruction.*

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

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

17. *Condemnation.*

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

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

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

18. *Default; Landlord's Remedies.*

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

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

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

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

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

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

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

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

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

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

19. Rules and Regulations.

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

20. Subordination.

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

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

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

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

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

21. *Estoppel Certificates; Financial Statements.*

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

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

22. *Hold-Over.*

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

23. *Quiet Enjoyment.*

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

24. *Parking.*

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

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

25. Rights Reserved by Landlord.

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

26. Miscellaneous.

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

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

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

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

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

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

Attachment: 14600 Washington_Proffer Condition Amendment-Final (4526 : Consideration of 14600 Washington Street - Proffer Amendment,

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

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

D. Intentionally Deleted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(signatures begin on next page)

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

LANDLORD:

HAYMARKET PROPERTIES GROUP, LLC
A Virginia limited liability company

WITNESS/ATTEST:

By: *Michael Marsden* (Seal)
Name: Michael J. Marsden
Title: Member

TENANT:

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

WITNESS/ATTEST:

By: *Cory A Stewart* (Seal)
Name: Cory A Stewart
Title: Chairman

[Corporate Seal]

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

EXHIBIT A
PREMISES



MOTION: CADDIGAN

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

SECOND: PRINCIPI

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

ACTION: APPROVED

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

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

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

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

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

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

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

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

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

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

ATTACHMENT: Lease Agreement

Votes:

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

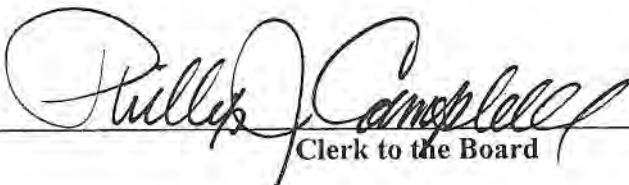
Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

Parks and Recreation Director

ATTEST: 
Clerk to the Board

Attachment: 14600 Washington_Proffer Condition Amendment-Final (4526 : Consideration of 14600 Washington Street - Proffer Amendment,

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

ENGINEER'S CERTIFICATE

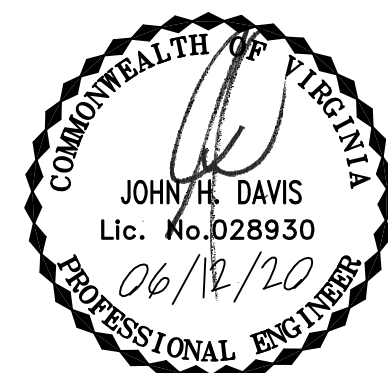
I, JOHN H. DAVIS, A PROFESSIONAL ENGINEER IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE LAND EMBRACED ON THIS SITE IS NOW IN THE NAME OF:

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 12th DAY OF JUNE 2020.

(Signature)



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

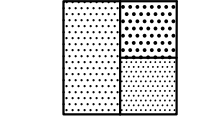
APPROVAL BLOCK

DIRECTOR OF PLANNING

DATE

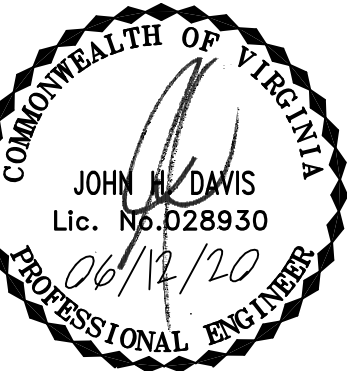
REVISION BLOCK		
NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE
1	REV. PER TOWN COMMENTS (JD)	06-12-20

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 4

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: (PER SECTION 58-181)	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)

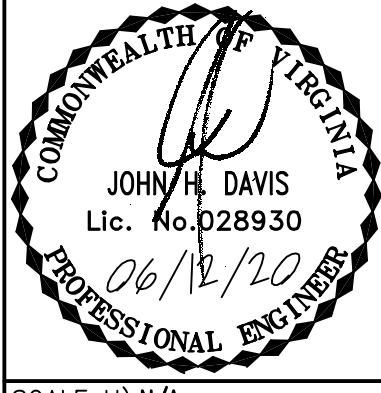
QBE BUSINESS PARK			
SITE TABULATIONS			
ZONING			B-1
PARCEL: GPIN 7397-19-1734			
GROSS SITE AREA	8.8353 AC (384,867 SF)		
	REQUIRED		PROVIDED
BUILDABLE LOT COVERAGE	85% (MAX.)		74.30%
BUILDING HEIGHT	4-STORIES (50' MAX.)		50' (MAX.)
FLOOR AREA RATIO	NO MAXIMUM		NA
SETBACK/YARD REQUIREMENTS			
FRONT 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
109,485 G.S.F. COMMERCIAL/RETAIL	1 SPACE PER 300 S.F. OF GROSS FLOOR AREA	364.95	
3,200 G.S.F. RESTAURANT/DRIVE-THRU	1 SPACE PER 100 S.F. OF GROSS FLOOR AREA	32.00	
30 RESIDENTIAL (CONDOMINIUM)	1.5 SPACES PER D.U.	45.00	
TOTAL		441.95	376 SPACES (SURFACE PARKING) 66 SPACES (UNDERGROUND PARKING)

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

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

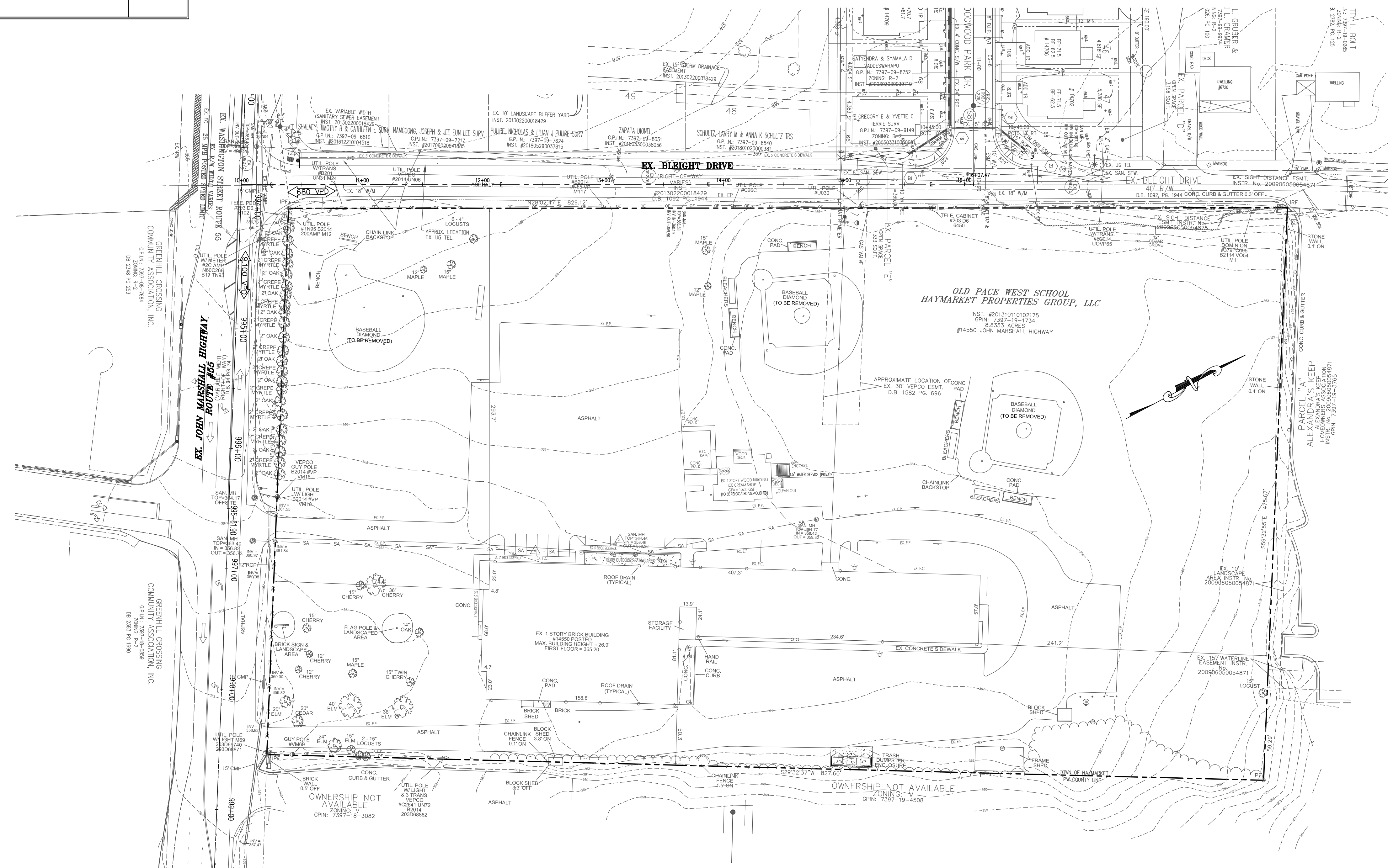
THE KDL GROUP LLC
 P.O. BOX 809
 HAYMARKET, VA 20168
 PHONE 703 763-7592 FAX 703 763-7593
 www.kdlgroup.com

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



SCALE: H) N/A
 V) N/A
 DATE: MAY 2020
 CHECKED:
 DRAWN: JHD
 FILE NO: PRE-018-HAY
 SHEET NO.
 2 OF 4

REVISION BLOCK		
NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE
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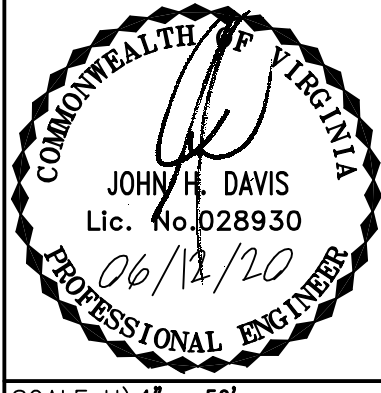


SYMBOL LEGEND	
	BOLLARD
	CLEANOUT
	COMMUNICATIONS HANDHOLE
	ELECTRIC JUNCTION BOX
	ELECTRIC METER
	GAS METER
	GAS VALVE
	GUY POLE
	GUY WIRE
	LIGHT POLE
	MONITORING WELL
	POST
	SANITARY MANHOLE
	SIGN
	TELEPHONE PEDESTAL / CABINET
	UNKNOWN MANHOLE
	UTILITY POLE
	WATER METER
	WATER WITNESS POST

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



GRAPHIC SCALE
 (IN FEET)
 1 inch = 100 ft.



SCALE: H) 1" = 50'
V) N/A
DATE: MAY 2020
CHECKED:
DRAWN: JHD
FILE NO: PRE-018-HAY
SHEET NO.
3 OF 4

EXISTING CONDITIONS
QBE BUSINESS PARK
 GENERAL DEVELOPMENT PLAN

TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

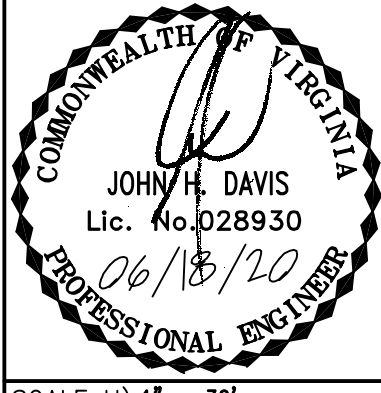
THE KDL GROUP LLC
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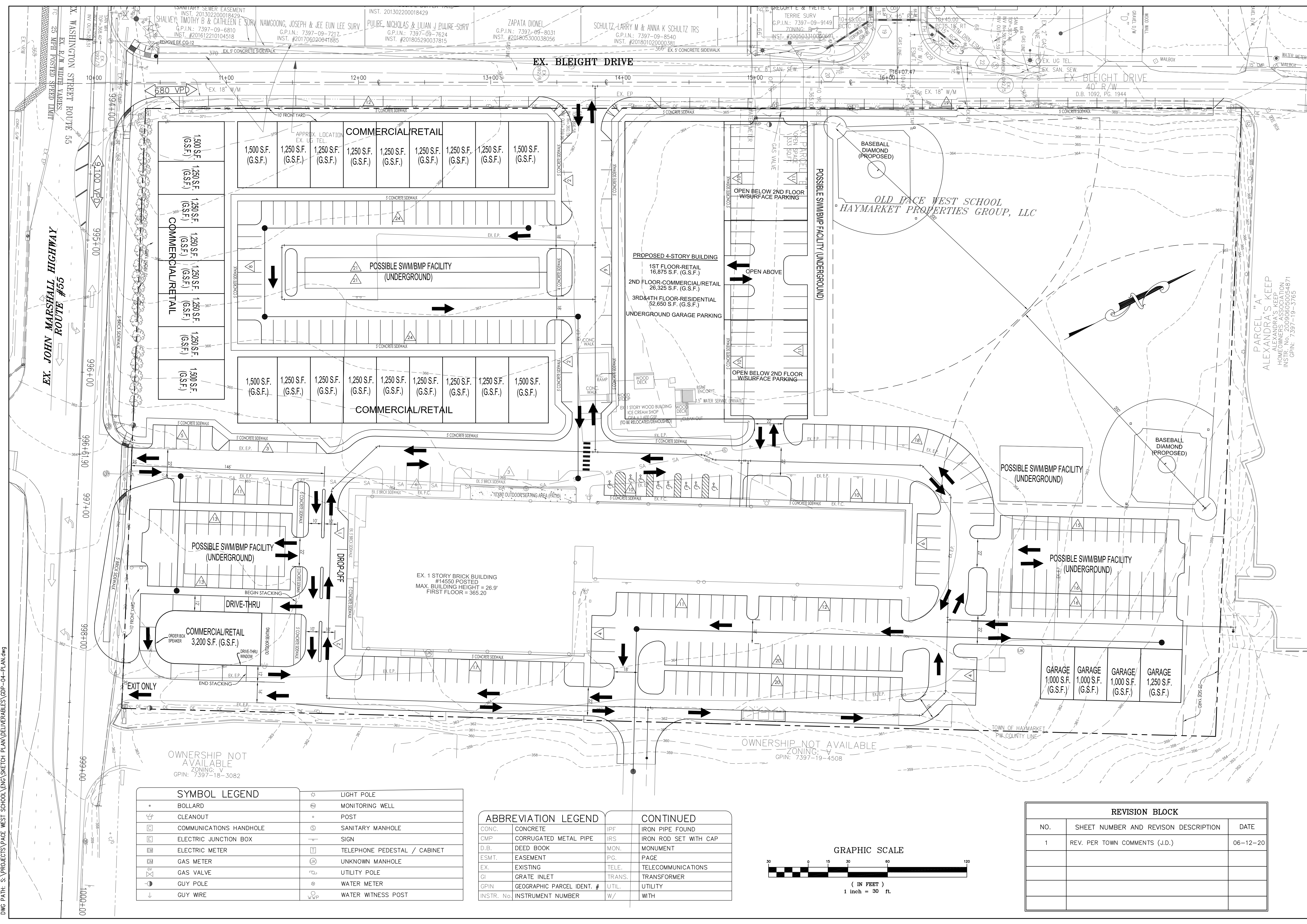
GENERAL DEVELOPMENT PLAN
QBE BUSINESS PARK
GENERAL DEVELOPMENT PLAN

TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA

Attachment: QBE BUSINESS PARK GDP 06-18-20 (4526 - Consideration of 14600 Washington Street - Profiler Amendment, SUP#2020-001 and SUP#2020-002)

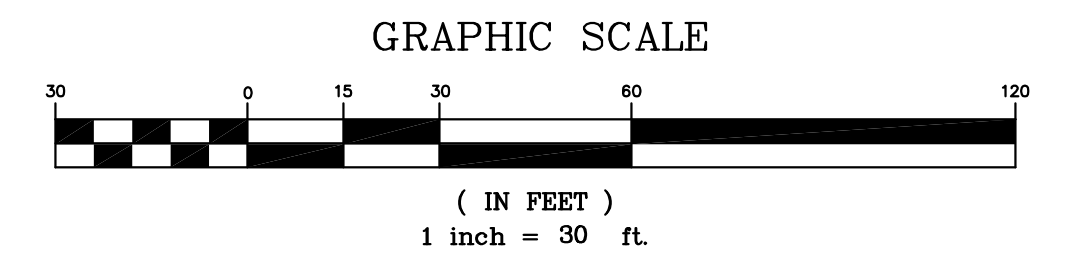


SCALE: H) 1" = 30'
V) N/A
DATE: MAY 2020
CHECKED:
DRAWN: JHD
FILE NO: PRE-018-HAY
SHEET NO.
4 OF 4



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

ABBREVIATION LEGEND		CONTINUED	
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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



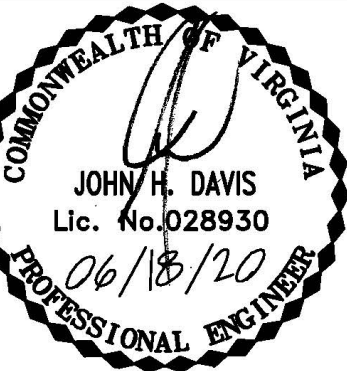
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NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE
1	REV. PER TOWN COMMENTS (J.D.)	06-12-20

DWG PATH: S:\PROJECTS\PACE WEST SCHOOL VENG\SKETCH PLAN\DELIVERABLES\GDP-04-PLAN.dwg

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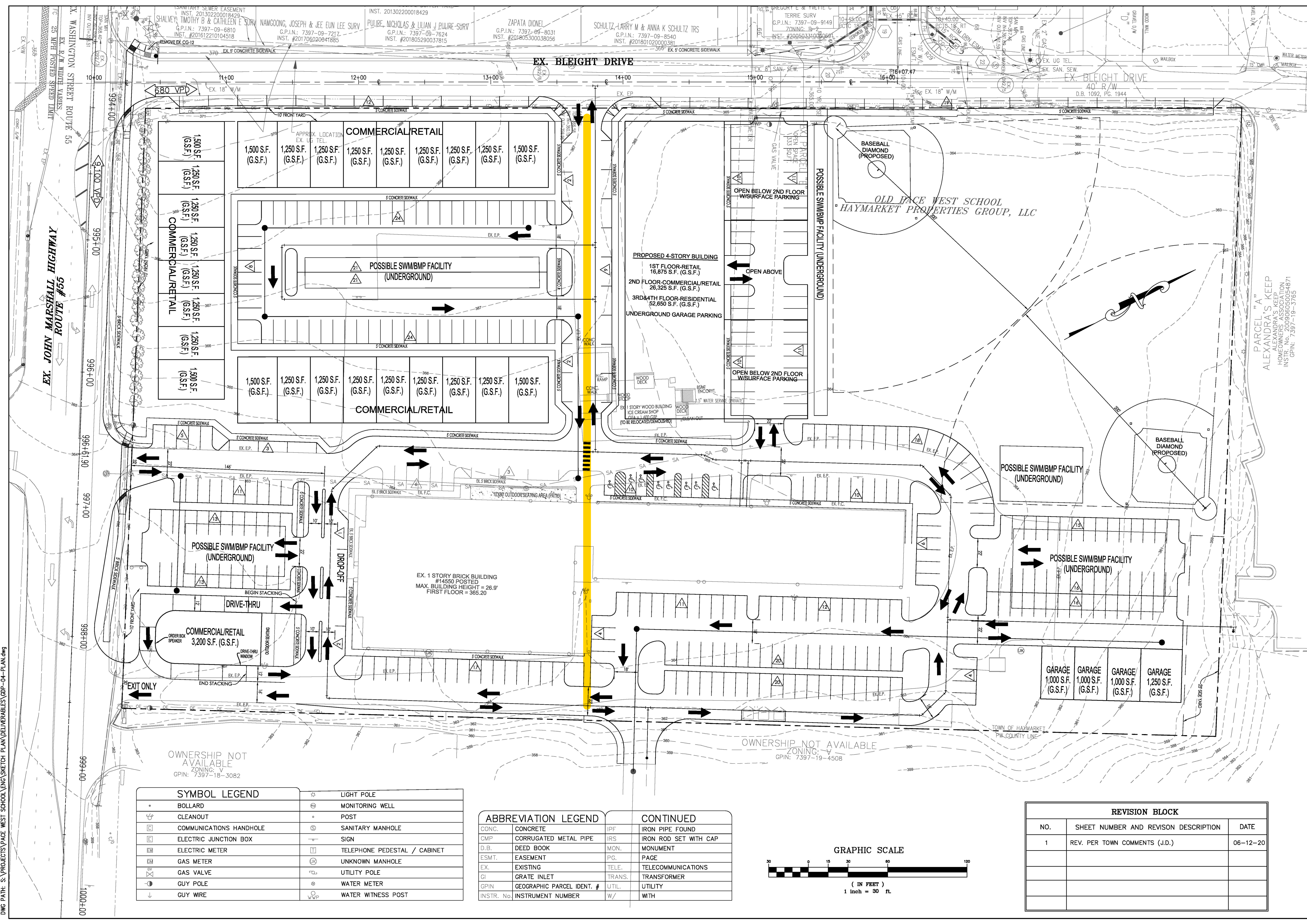
GENERAL DEVELOPMENT PLAN
OBE BUSINESS PARK
GENERAL DEVELOPMENT PLAN

TOWN OF HAYMARKET PRINCE WILLIAM COUNTY, VIRGINIA



SCALE: H) 1" = 30'
V) N/A
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SHEET NO.

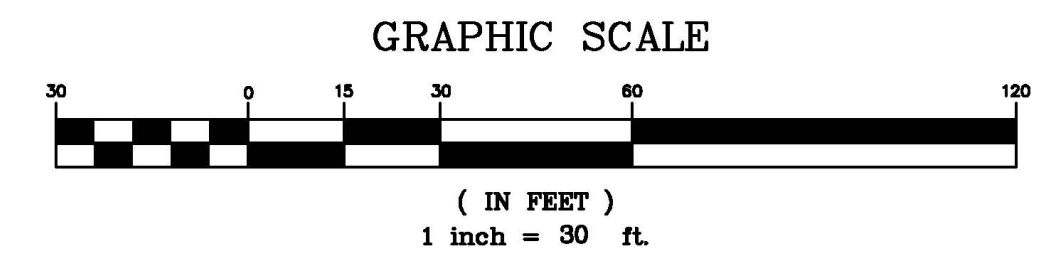
Attachment: OBE BUSINESS PARK GOP 06-18-20 Yellow Line (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001 and SUP#2020-002)



SYMBOL LEGEND	
	BOLLARD
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	COMMUNICATIONS HANDHOLE
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	ELECTRIC METER
	GAS METER
	GAS VALVE
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TRANS.	TRANSFORMER
UTIL.	UTILITY
W/	WITH

CONTINUED	
CONC.	CONCRETE
CMP	CORRUGATED METAL PIPE
D.B.	DEED BOOK
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UTIL.	UTILITY
W/	WITH



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

DWG PATH: S:\PROJECTS\FACE WEST SCHOOL VENG SKETCH PLAN\DELIVERABLES\GOP-04-PLAN.dwg



THE KDL GROUP LLC

June 12, 2020

Ms. Emily K. Lockhart
 Town Planner and Zoning Administrator
 Town of Haymarket
 P.O. Box 1230
 Haymarket, Virginia 20168

**Re: QBE Business Park
 SUP#2020-001 and SUP#2020-002**

Dear Ms. Lockhart:

This letter is in regards to the comments dated June 9, 2020 for the above-referenced application. The following is a summary of our responses to each of the concerns.

Zoning Ordinance:

(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: Note #15 has been added under General Notes on the cover sheet.

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

Response: Note #16 has been added under General Notes on the cover sheet.

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

Response: Note #17 has been added under General Notes on the cover sheet.

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

Response: Note #18 has been added under General Notes on the cover sheet.

(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.

Response: Note #19 has been added under General Notes on the cover sheet.

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

Response: Note #20 has been added under General Notes on the cover sheet.

Use and Design Standards:

Drive-thru facilities.

The following general standards shall apply to all drive-thru facilities:

(1) All drive-thru entrances must be at least 50 feet from an intersection. The distance is measured along the property line from the junction of the two street lot lines to the nearest edge of the entrance.

Response: The distance from the drive-thru entrance to the entrance has been labeled on sheet 4.

(2) Drive-thru facilities shall be located and designed so that vehicular circulation does not conflict with traffic movements in adjacent streets, service drives, and/or parking areas.

Response: The dedicated drive-thru lane has been located so as not to conflict with traffic movements along adjacent streets, service drives and/or parking spaces.

- (3) Off-street stacking spaces shall be provided in accordance with the following requirements:
- a. Stacking spaces shall not interfere with travelway traffic or designated parking spaces.
 - b. Stacking spaces shall be at a minimum of eighteen (18) feet in length.
 - c. Stacking spaces shall be located to the side or rear of the principle structure and shall not be adjacent to any street right-of-way.
 - d. Off-street stacking spaces shall be provided in accordance with the following table:

Stacking Space Requirements		
TYPE OF ACTIVITY	REQUIRED NUMBER OF STACKING SPACES	START POINT FOR STACKING SPACES
Financial Institutions - automated teller machine	3	Teller machine
Financial Institutions - bank teller lane	3	Teller window/tube
Professional Personal Service - dry-cleaning/laundry	3	Cleaner/laundry window
Retail Sales - pharmacy	3	Pharmacy window
Restaurant	6	Order box/speaker
	4*	Pick-up window
Other	To be determined by Town. Such determination shall consider any study prepared by an engineer or other qualified design professional.	
* These spaces are required in addition to the stacking spaces required to be located behind the order box/speaker and shall be located between the pickup window and the order box/speaker.		

- Response:**
- a. The stacking spaces along the dedicated drive-thru lane have been located so as not to interfere with travelway traffic or designated parking spaces.
 - b. The 18' minimum length stacking spaces have been labeled on sheet 4.
 - c. The stacking spaces have been located along the side and rear of the principal structure outside of the required 10' front yard.
 - d. A total of four (4) stacking spaces have been provided between the pick-up window and order box/speaker. An additional six (6) stacking spaces have been provided behind the order box/speaker.

General Development Plan:

- **Page 3 GDP: Existing conditions is not an accurate depiction of the current site and needs to be updated to show ALL existing conditions. See below items to name a few.**
 - Does not show Cookies and Cream Structure
 - Does not show the removal of the playgrounds
 - Does not show the recent site plan amendment for Zandra's
 - Does not show the curb/gutter work and additional parking along the building
 - The eastern tree line has been significantly modified
 - Does not show the storage sheds located in the north eastern corner
 - Does not depict the frontage changes
 - Adjoining and abutting property descriptions incomplete
 - Existing dumpster not depicted

Response: The existing Cookies and Cream structure has been labeled on the existing conditions plan on sheet 3. The existing playground has been labeled "to be removed" on sheet 3. The site improvements associated with the recent site plan amendment have been shown as existing on sheet 3. The recently installed curb and gutter and additional parking have been shown as existing on sheet 3. The eastern tree line has been revised on sheet 3. The storage sheds located in the northeastern corner have been labeled on sheet 3. The frontage changes have been shown as existing on sheet 3. The adjoining property information labels have been revised on sheets 3 and 4. The existing dumpster enclosure has been labeled on sheet 3.

- **No Scale on the GDP**

Response: The horizontal scale has been added on sheets 3 and 4.

- **No North Arrow on the GDP**

Response: The North Arrow has been shown on sheets 3 and 4.

- **Page 4 GDP: Proposed conditions**

- Parking Spaces are not delineated on the plan
- No delineation of travelways on the plan
- Points of Ingress/Egress are not clearly delineated with one- or two-way travel ways
- Are the parallel parking spaces proposed on Bleight Drive for private use only? Cannot restrict parking on a public right of way. Provide additional information
- Sidewalks/Pedestrian Walkways are not depicted along right of ways or within property
- No dumpsters shown on the plan for retail, restaurant, commercial or residential uses
- No handicap parking shown on plan

Response: The parking spaces have been delineated on sheet 4. Additional travelway directional arrows have been added on sheet 4. The proposed parallel parking spaces along Bleight Drive are for public use and have been included in the parking tabulations as the spaces are located within 500 feet of the subject development. The existing and proposed sidewalks have been depicted on sheet 4. The existing dumpster location has been depicted on sheets 3 and 4. Additional dumpster locations will be evaluated at the time of site plan submission. The existing handicapped parking spaces have been shown on sheets 3 and 4. Additional handicapped parking spaces may be proposed at the time of site plan submission.

- **Parking Tabulation**

- Need to include restaurant parking requirements, as it differs from the Commercial parking.
- Retail Store parking is 1 per 250 SF of GFA, not 1 per 300 SF of GFA
- Retail store parking requires the following for loading zones; None for the first 10,000 SF then 1/30,000 up to 70,000 SF **plus** 1/100,000 SF thereafter. Please include the proper loading zones and ensure adequate travelways for the loading zone
- Office parking is 1 per 300 SF of GFA

Response: The restaurant parking requirements have been added to the Site Tabulations on sheet 2. The retail parking requirements have been applied based on the proposed retail users being part of an overall shopping center. Loading spaces will be evaluated and located accordingly at the time of site plan submission. The commercial/retail parking requirements, to include office parking, have been applied at the rate of 1 space per 300 GFA on sheet 2.

- **SUP#2020-001, Drive Thru Request**

- No stacking spaces shown on the plan, see above table for requirements
- No delineation of travelways on parcel
- Vehicular Ingress/Egress not shown on plan
- Pedestrian Ingress/Egress not shown on plan
- Dumpster location not shown on plan
- No indication of the drive thru window location
- No proposed signage for vehicular traffic or pedestrians
- 32 parking spaces required, please clarify the location of the required parking spaces
- No information of the hours of operation
- No reference to the front of the structure or the main entry
- No elevations of the structure provided

Response: The required drive-thru stacking spaces have been depicted on sheet 4. All existing/proposed travelways have been shown on sheets 3 and 4. The existing/proposed vehicular ingress/egress locations have been shown on sheets 3 and 4. The existing/proposed pedestrian sidewalks have been labeled on sheets 3 and 4. The existing dumpster enclosure has been labeled on sheet 3. Additional dumpster locations will be evaluated at the time of site plan submission. The drive-thru window has been labeled on sheet 4. Street signs will be proposed at the time of site plan submission. The restaurant parking requirements have been added to the Site Tabulations on sheet 2. The reserved parking spaces will be established with the Commercial Owner's Association documents. Hours of operation will conform to applicable Zoning Ordinance requirements at the time of Zoning/Building Permit issuance. The building front and main entry will be established with the building architectural plans to be provided with the Architectural Review Board application.

- **SUP#2020-002, 30 Residential Condominiums**
 - No square footage for the third and fourth floor provided
 - Is residential parking reserved? If so, where?
 - How many bedrooms per unit? Variety of unit types?
 - Expected number of residents in the building?
 - Will residential amenities be provided?
 - No elevations of the 4-story structure provided
 - Where is residential access on the building? Is residential access restricted and separate from the commercial access?
 - Will the structure have an elevator?
 - Will the structure have trash dumpsters or a trash service? Dumpsters should be shown on the plan
 - Will dumpsters be shared with the retail/commercial tenants?
 - Will the underground garage parking have public access?
 - No green space for residents
 - Will the property have a Condo Owner Association? Who maintains the common space?
 - Show full building footprint on plan
 - No information on the hours of operation for the commercial spaces on the first and second floors as well as the entire site
 - Will visitor parking be provided for the residential condominiums?

Response: The proposed Gross Square Footage for the third and fourth floors have been provided on sheet 4. Reserved residential parking spaces will be established with the Residential Property Owners Association. Residential unit types, to include number of bedrooms and number of residents, will be established at the time of Zoning/Building Permit application. Residential amenities will include the nearby Town Park and adjacent Existing/Proposed Ballfields along with convenience to proposed shopping /restaurants. The building architectural plans, to include building elevations, will be provided at the time of Architectural Review Board application. At this time, it is contemplated that residential building access will be provided at the parking garage level via elevator/stairs. The existing dumpster location has been depicted on sheets 3 and 4. Additional dumpster locations will be evaluated at the time of site plan submission. The underground parking garage will be provided for residents and proposed commercial/retail uses. Residents will have access to adjacent green space areas when ballfields are not in use and will have pedestrian access to the nearby Town Park. The residents and commercial/retail users will be part of an overall Commercial and Residential Property Owners Association that will maintain the common areas. The full building footprint has been made more bold for clarity on sheet 4. Hours of operation will conform to applicable Zoning Ordinance requirements at the time of Zoning/Building Permit issuance. Visitor parking spaces will be established with the Residential Property Owners Association.

- **Development Narrative Comments**

- Provide the date of the current GDP in the first paragraph
- Special Use Proposal states that outdoor seating will be provided. Outdoor seating is not depicted on the GDP. Update GDP to depict the outdoor seating
- Development Narrative states the project will preserve 3 ballfields to the north of the property – only 2 ballfields are shown on the proposed plan. Update the GDP to depict the proper number of ballfields

Response: Defer to Applicant for response.

- **Proffer Amendment Statement**

- Provide the approved 2018 Proffer Amendment for review

Response: Defer to Applicant for response.

- **Conditions of Approval**

- Transportation 5.1. – Sidewalks and other street enhancements are required per the Zoning Ordinance

Response: Defer to Applicant for response.

- **Other Comments**

- No traffic impact analysis provided. The traffic will be significantly impacted by the proposed changes
- No elevations for the SUPs provided
- No environmental analysis or stormwater calculations
- No outside agencies comments received yet. VDOT, PWCSA, PWC
- No additional proffers provided or considered for Schools, Fire Department, Public Safety, Transportation
- Can Bleight Drive handle the increased traffic flow and the addition of the parallel parking?
- No turn lanes provided on Washington Street for the entry points
- Provide clarification on the north eastern apartment, is the apartment on the first floor? If so, a SUP will be required for this residential space.

Response: Adequate traffic capacity has been established with the previously approved QBE Business Park Final Site Plan (17-Hay01-R00). The building architectural plans, to include building elevations, will be provided at the time of Architectural Review Board application. Stormwater Management/Best Management Practices requirements will be met at the time of site plan submission and VSMP permit registration. Outside referral agency reviews will be conducted at the time of site plan submission. It is the Applicant's understanding that Cash Contributions/Proffers are not required for a Special Use Permit application. Adequate traffic capacity along Bleight Drive has been established with the previously approved QBE Business Park Final Site Plan (17-Hay01-R00). Turn lanes, if required, will be proposed at the time of site plan

THE KDL GROUP, LLC
 P.O. BOX 609 · HAYMARKET · VA 20168
 PHONE 703 753-7592 FAX 703 753-7593
 WWW.KDLGROUP.COM

QBE Business Park
Ms. Emily K. Lockhart
June 12, 2020
Page 9 of 9

submission and based on VDOT input. The proposed apartment along the northeastern corner of the site has been revised to garage use on sheet 4.

Please find one (1) set of the revised General Development Plan enclosed for further review. If you should have additional questions regarding this application, please call me at your earliest convenience.

Very truly yours,

John H. Davis, P.E.
Managing Member

JHD/jhd

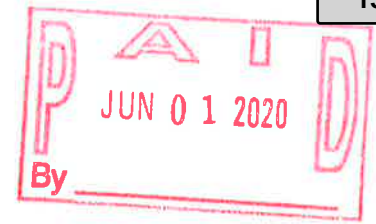
Enclosures

Cc: Shawn Landry– Haymarket Properties Group, LLC

S:\PROJECTS\PACE WEST SCHOOL\ADMIN\LETTERS\RESPONSE LETTER16 TOWN SUP 2020-001 06-12-20.doc

THE KDL GROUP, LLC
P.O. BOX 609 · HAYMARKET · VA 20168
PHONE 703 753-7592 FAX 703 753-7593
WWW.KDLGROUP.COM

Attachment: KDL GROUP RESPONSE LETTER 06-12-20 (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001



RECEIVED JUN 01 2020

June 1, 2020

Emily Lockhart, Town Planner
 Town of Haymarket
 15000 Washington Street #100
 Haymarket, Virginia 20169

RE: QBE Business Park SUP 2020 – 00___ & SUP 2020 – 00___

Dear Emily,

Enclosed herein please find the following documents in support of the Special Use Permit request for QBE Business Park located at 14600 Washington Street:

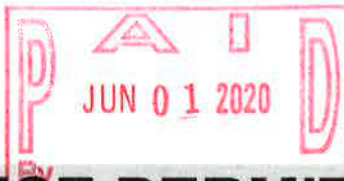
1. Executed Special Use Permit Application 2020 – 00___
2. Executed Special Use Permit Application 2020 – 00___
3. Development Narrative (dated June 1, 2020)
4. Conditions of Approval (dated June 1, 2020)
5. General Development Plan (dated May 31, 2020)

Please let me know if you have any questions.

Sincerely,

Shawn Landry
 Shawn.Landry@QBE.net
 (703) 498 - 8650

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer



SUP# 2020-001

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: Haymarket Properties Group, LLC

SITE ADDRESS: 14600 Washington Street Haymarket, Virginia 20169

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

PROPOSED USE(S): Restaurant with a drive thru window CODE SECTION(S) #: 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. Please see attached narrative and GDP.*

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

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

TYPE OF STRUCTURE: SFD TH TOTAL FLOOR AREA OF MAIN STRUCTURE: _____ (sq. ft.)

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

NUMBER / TYPE OF VEHICLES: _____

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

OFF-STREET PARKING SPACES PROVIDED: _____ 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
Haymarket Properties Group, LLC	Haymarket Properties Group, LLC
Name	Name
14600 Washington Street Suite 137	14600 Washington Street Suite 137
Address	Address
Haymarket, Virginia 20169	Haymarket, Virginia 20169
City State Zip	City State Zip
(703) 498 - 8650	(703) 498 - 8650
Phone#(s)	Phone#(s)
Shawn.Landry@QBE.net	Shawn.Landry@QBE.net
Email Address	Email Address

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer



TOWN OF HAYMARKET
SPECIAL USE PERMIT APPLICATION

SUP# 2020-001

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.

Applicant Signature

Property Owner Signature

Date

Date

*****OFFICE USE ONLY*****

DATE FILED: June 01, 2020 FEE AMOUNT: \$1,500.00 DATE PAID: June 01, 2020

DATE TO ZONING ADMINISTRATOR: June 08, 2020 STAFF REVIEW COMPLETE: _____

APPLICABLE ZONING ORDINANCE SECTION(S) / RECOMMENDED CONDITIONS:

June 09, 2020 - Initial Review, application is incomplete. See attached notes.

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: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer

RECEIVED JUN 01 2020



SUP# 2020-002



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: Haymarket Properties Group, LLC

SITE ADDRESS: 14600 Washington Street Haymarket, Virginia 20169

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

PROPOSED USE(S): Multi-Family Dwelling (Condominiums) **CODE SECTION(S) #:** 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. Please see attached narrative and GDP.

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

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

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

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

NUMBER / TYPE OF VEHICLES: _____

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

OFF-STREET PARKING SPACES PROVIDED: _____ **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
Haymarket Properties Group, LLC	Haymarket Properties Group, LLC
Name	Name
14600 Washington Street Suite 137	14600 Washington Street Suite 137
Address	Address
Haymarket, Virginia 20169	Haymarket, Virginia 20169
City State Zip	City State Zip
(703) 498 - 8650	(703) 498 - 8650
Phone#(s)	Phone#(s)
Shawn.Landry@QBE.net	Shawn.Landry@QBE.net
Email Address	Email Address

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer



TOWN OF HAYMARKET
SPECIAL USE PERMIT APPLICATION

SUP# 2020-002

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.

Applicant Signature

Property Owner Signature

Date

Date

[Signature]
06/01/2020

[Signature]
06/01/2020

*****OFFICE USE ONLY*****

DATE FILED: June 01, 2020 FEE AMOUNT: \$1,500.00 DATE PAID: June 01, 2020

DATE TO ZONING ADMINISTRATOR: June 08, 2020 STAFF REVIEW COMPLETE: _____

APPLICABLE ZONING ORDINANCE SECTION(S) / RECOMMENDED CONDITIONS:
June 09, 2020 - Initial Review, application is incomplete, see attached notes

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: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer



June 1, 2020

Haymarket Properties Group, LLC
GPIN: 7397-19-1734
Development Narrative

PROPERTY AND AREA OVERVIEW

Haymarket Properties Group, LLC (the "**Applicant**"), has submitted two Special Use Permit application (the "**Application**") on approximately 8.8 acres (the "**Property**") that includes a portion of the Tax Parcels described as GPIN: 7397-19-1734. These two Special Use Permits will be utilized in conjunction with a site plan amendment to the currently approved site plan dated June 7th, 2017. The new site plan will be amended as depicted in the General Development Plan (GDP). The applicant no longer wishes to add additional stories to the current building on site. This GDP reduces the overall square footage of the development.

The Property currently has a 33,458 square feet multiuse building, known as the Old Pace West School and is located on the north side of Washington Street, the eastern most side of the Town of Haymarket. The proposed development will be accessed from Washington Street and Bleight Drive

The land uses adjacent to the proposed development include single-family attached homes zoned R-1 located directly to the west and south, and townhomes zoned R-2 to the north. detached

SPECIAL USE PROPOSAL

Under SUP 2020 – 00___ the applicant proposes to develop 53,250 square feet of the Property zoned B-1 via special use permit to allow thirty (30) residential condominium dwelling units. The proposed plan locates the residential condominiums on the 3rd and 4th floor of the new proposed multiuse building as shown on the GDP.

Under SUP 2020 – 00___ the applicant proposes to develop a restaurant with drive thru window at the south eastern most pad. This restaurant would be no more than 3,200 square feet with outside seating.

The maximum building height will be four stories, not to exceed 50 feet, as allowed by right under the Town's zoning ordinance.

COMPREHENSIVE PLAN COMPLIANCE

Under the Town of Haymarket Zoning Ordinance, Sec 58-1.7 Special Uses

(D) A special use shall be approved if its design, location, construction, method of operation, special characteristics and other aspects satisfy the following standards:

- 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."

The Comprehensive Plan calls for a mix of residential and non-residential land uses that will provide an economically and fiscally balanced land use strategy. Uses that generate high fiscal costs,

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer

such as residential development, must be balanced by uses that generate a positive revenue stream, such as employment uses. (Page 5, 2008 Comprehensive Plan)

The 8.8-acre site was rezoned to B-1 in August of 2013 when a portion of the site was annexed from the county during a boundary line adjustment. The Property is ideal for a combination of commercial and residential development as shown on the GDP. The Property's frontage on Washington Street lends to a combination of residential and commercial development. Its location provides convenient access for residents to I-66, Rt-29, and Rt15 for commuting to points east and north, such as the Leesburg, Ashburn, Fairfax, Tysons Corner and Washington D.C. The Property's frontage on Washington Street makes it ideal for neighborhood commercial development that will be patronized by residents and others. The depth of the Property from Washington Street to I-66 renders it suitable the sort of mixed development proposed by the GDP.

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

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.

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

The Property layout is intended to complement and blend in with the existing neighboring uses. The new construction will be subject to review by the Architectural Review Board to insure it is in keeping with being value additive to the community.

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

The proposed SUP uses for the Property takes into consideration the natural environmental features. In particular, preserving the three ball fields to the north, which the applicant looks forward to releasing to Prince William County Parks and Recreation for their use.

Generalized Development Plan demonstrates
ONLY 2 ball fields.

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."*

The project proposes connecting pedestrian street sidewalks to current sidewalks located on Bleight Drive and Washington Street. The project will also include internal sidewalks. Vehicular traffic generated by the proposed use will have two vehicular ingress / egress points on Washington Street and Bleight Drive as approved in the original site plan dated June 7, 2017.

6. *"Utility, drainage, parking, loading, and other necessary facilities provided to serve the proposed use shall be adequate." "*

The project will provide all required drainage, onsite infrastructure, storm water management, as well as parking. All design requirements will meet the Town of Haymarket's zoning ordinance.

Summary

The proposed Special Use Permits and future site plan amendment honors the Comprehensive Plan goal of a balanced program for future land use to ensure the health, welfare, and safety of the Town and its residents by striking an appropriate balance between residential and commercial development that promotes the health, safety, and welfare of the new and existing residents. It does so by allowing healthy residential and commercial opportunities in a pedestrian friendly unified development.

The applicant respectfully requests favorable consideration of the applicant by the Staff, Planning Commission, and the Town Council.

Proffer Amendment Statement
14550 John Marshall Highway
June 1, 2020

**PROFFER AMENDMENT
STATEMENT**

RECEIVED JUN 08 2020

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

The undersigned hereby offer a proffer amendment to a proffer statement dated August 1, 2013 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 that was 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 commits to the following provisions:

1. **Recreational Field Use** : Applicant will maintain and make available for recreational field use approximately 2.05 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.
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.

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer

RECEIVED JUN 08 2020

Proffer Amendment Statement
14550 John Marshall Highway
June 1, 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

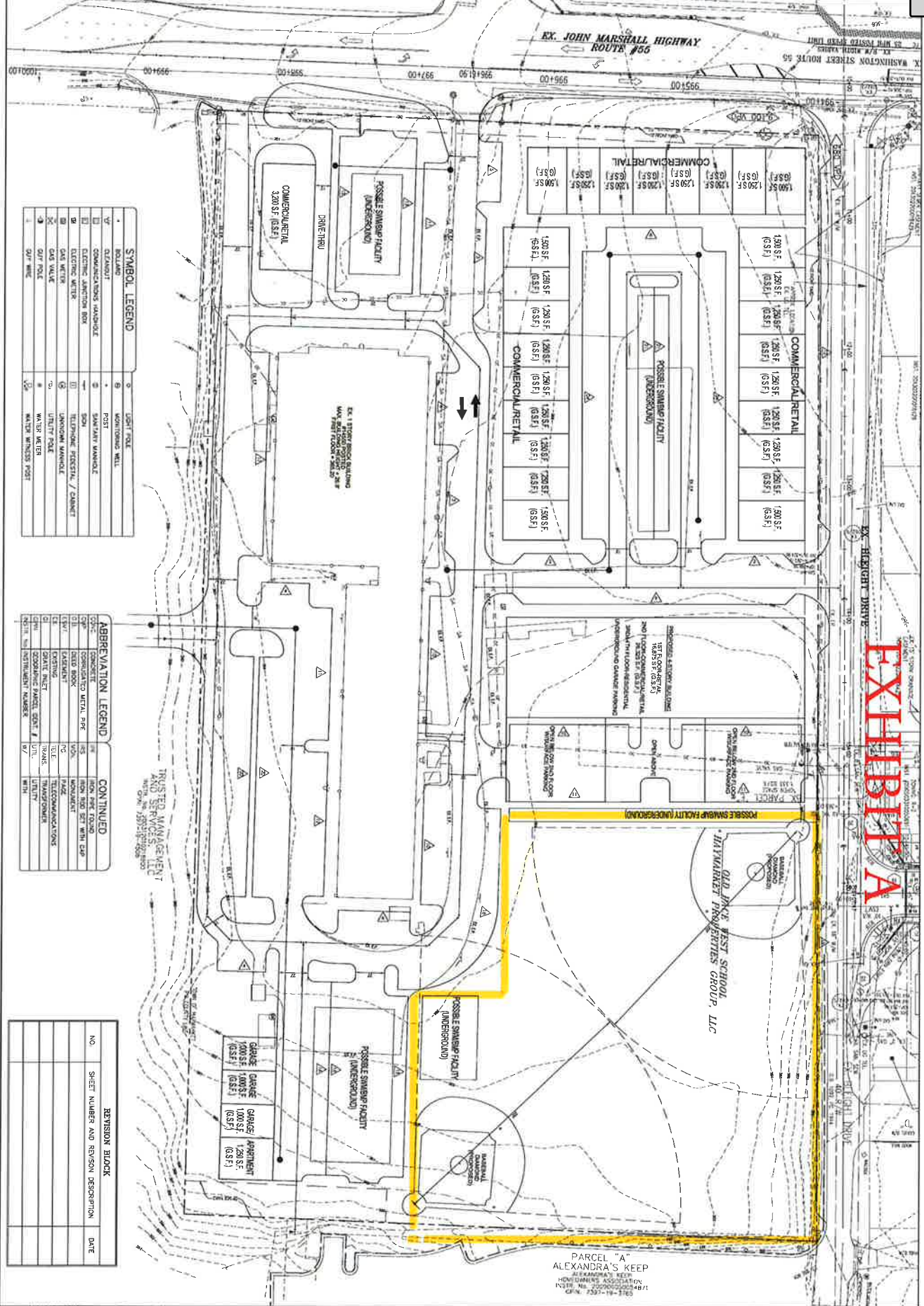
APPROVED:

Mayor, Town of Haymarket

Date: _____

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer

DWG PATH: S:\PROJECTS\PAQ WEST S000\UNCS\SKETCH PLAN\KVL\TABLES\CDP-04-PLAN.dwg



SYMBOL LEGEND

1	ROADWAY	3	LIGHT POLE
2	LANDSCAPE	4	WOODINGED HILL
3	COMMUNICATIONS MANHOLE	5	POST
4	ELECTRIC MANHOLE	6	SPRAY PAINT MANHOLE
5	ELECTRIC MANHOLE BOX	7	SEWER
6	ELECTRIC METER	8	TELEPHONE ELECTRICAL / CABLE
7	DATA METER	9	UNION BURN MANHOLE
8	DATA VALVE	10	UTILITY POLE
9	DATA POLE	11	WATER METER
10	DATA WIRE	12	WATER METER POST

ABBREVIATION LEGEND

1	CONCRETE	16	IRON PIPE TROUGH
2	ASBESTOS CEMENT	17	NON PIPE TROUGH
3	STEEL PIPE	18	WIRE MESH WITH CAP
4	STEEL BOX	19	WIRE MESH
5	ASBESTOS	20	FACE
6	EXHAUST	21	TELECOMMUNICATIONS
7	GRAVE	22	ROADS
8	GRAVE PANEL SIGN	23	THAW/DRAINAGE
9	GRAVE INTRUSION NUMBER	24	UTILITY
10		25	WELL

REVISION BLOCK

NO.	SHEET NUMBER AND REVISION DESCRIPTION	DATE



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

THE KDL GROUP LLC
 P.O. BOX 609
 HAYMARKET, VA 20155
 PHONE: 703 763-7696 FAX: 703 763-7698
 www.kdlgroup.com

EXHIBIT A

RECEIVED JUN 08 2020

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer

RECEIVED JUN 08 2020

Conditions of Approval
 SUP 2020 – 00 ____
 June 8, 2020

1. LANDUSE

- 1.1 Development shall be in substantial accord with the Generalized Development and Special Use Permit Plan entitled "QBE Business Park" prepared by The KDL Group and dated May 31, 2020 (the "GDP") with the size, construction details and locations of buildings, roadways and other features being approximate subject to final engineering at site plan and with the color, construction materials and appearance of structures being subject to the issuance of certificates of appropriateness by the Town of Haymarket ("Town") Architectural Review Board (ARB) at advertised public meetings.
- 1.2 Residential Condominium Development on the Property shall not exceed 30 condominium units in the location generally shown on the GDP.
- 1.3 Development of the Property shall be in substantial conformity with the GDP. Precise locations of roads, lot lines, lot widths and depths, utility lines, and other features generally depicted on the GDP will be determined at the time of site or subdivision plan approval.

2. ARCHITECTURAL DESIGN, SIGNAGE AND LANDSCAPING

- 2.1 Architectural details of the multiuse building housing the condominium units will be determined through the issuance of certificates of appropriateness issued by the ARB.

3. STORMWATER MANAGEMENT

- 3.1 Storm water management for the Property shall employ best management practices ("BMP").
- 3.2 Storm water retention shall be provided at site plan as approved by the Town.
- 3.3 Storm water management facilities shall be maintained by the appropriate owners' associations provided below.

4. CREATION OF CONDO ASSOCIATION

- 4.1 The Property shall be made subject a condo association that shall be created and be made responsible for the maintenance and repair of common areas, including common open space that may be established in accordance with the requirements of the Town zoning ordinance. The COA shall be granted such other responsibilities, duties and powers as a customary for such associations, or as may be required to affect the purposes for which the COA is created. Such COA shall also be granted sufficient powers that may be necessary, by regular dues, special dues or assessments, to raise revenue sufficient to perform the duties assigned hereby, or by the documents creating the association.

RECEIVED JUN 08 2020

5. TRANSPORTATION

5.1 The Applicant will construct a brick pedestrian street sidewalk along the southern edge of the property, on the northern side of Washington Street.

6. CONTINGENT

6.1 This Special Use Permit is contingent upon removal or amendment of the current proffer statement dated August 1, 2013 and a site plan amendment.

SIGNATURE ON FOLLOWING PAGE

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer

RECEIVED JUN 08 2020

June 8, 2020

APPLICANT

HAYMARKET PROPERTIES GROUP, LLC
a Virginia Limited Liability Company

By: 

Name: SHAWN LINDSEY

Title: MANAGING DIRECTOR

Date: JUNE 8, 2020

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer

★ Withdrawn and Resubmitted to fix two errors.

Conditions of Approval
SUP 2020 – 00____
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June 8, 2020

APPLICANT

RECEIVED JUN 08 2020

HAYMARKET PROPERTIES GROUP, LLC
a Virginia Limited Liability Company

By: [Signature]
Name: Keith Lacey
Title: Managing partner
Date: 6-8-2020

Attachment: Original Application Packet - 14600 Washington Street, QBE (4526 : Consideration of 14600 Washington Street - Proffer

- 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: _____

Attachment: Proffer Amendment Application (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001 and

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: 2.05 Acres of recreation field use. Remove 2.46 Acres from the 4.51 proffered acreage.
- 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: \$ _____
 b) Estimated completion date: _____
- 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

Attachment: Proffer Amendment Application (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001 and

- 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.

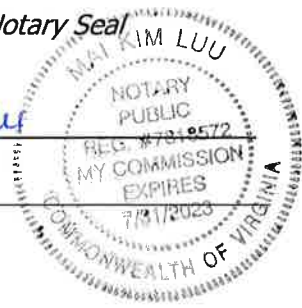
1) To the best of my knowledge, I hereby affirm that all information in this application and any attached material and documents are true:

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

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

c) Date June 17 2020

Notary Seal



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

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

June 1, 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 to remove 2.46 acres from the 4.51 acres proffered for recreational field use in a proffer statement dated August 1, 2013. This would leave 2.05 acres of recreation field use. HPG would not be changing the zoning of the acreage, it has been and will continue to be zoned B-1.



PRINCE WILLIAM COUNTY, VIRGINIA
REAL ESTATE ASSESSMENTS

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- [Address Search](#)
- [GPIN/Account Search](#)
- [Sales Search](#)

14600 WASHINGTON ST
7397-19-1734

General Info Notes Map

Property Information

Account Number	090813	Property Address:
Owner Name	HAYMARKET PROPERTIES GROUP LLC	14600 WASHINGTON ST
Owner Address	14600 WASHINGTON ST HAYMARKET VA 20169	HAYMARKET VA 20169
Use Code	390 Other Retail	

Description
FORMER PACE WEST SCHOOL (OLD) FORMALLY GAINESVILLE ELEMENTARY SCHOOL

Assessment Info		2020 Assessment	
Neighborhood	04331 Office Building	Land - Market Value	\$1,775,300
Fire House	13 - Town of Haymarket	Land - Use Value	\$0
Special District		Impr - Market Value	\$1,918,900
Zoning	General Business	Total - Market Value	\$3,694,200
Acres	8.8353		

<< Previous Card Card 1 of 2 Next Card >>

Building Section 001 - Occupancy 001					
Year Built	1935	Year Remodel	0	Occupancy	356 Classroom (Schools) Elem & Sec
Section Area	3764	Story Height	16	Number of Stories	1
Building Section 001 - Occupancy 002					
Year Built	1935	Year Remodel	0	Occupancy	358 Gymnasium (School) Elem&Sec
Section Area	4078	Story Height	16	Number of Stories	1
Building Section 002 - Occupancy 001					
Year Built	1935	Year Remodel	0	Occupancy	344 Office Building
Section Area	7745	Story Height	13	Number of Stories	1
Building Section 002 - Occupancy 002					
Year Built	1935	Year Remodel	0	Occupancy	530 Cafeteria
Section Area	2582	Story Height	13	Number of Stories	1
Building Section 003 - Occupancy 001					
Year Built	1935	Year Remodel	0	Occupancy	356 Classroom (Schools) Elem & Sec
Section Area	5066	Story Height	13	Number of Stories	1
Building Section 004 - Occupancy 001					
Year Built	1935	Year Remodel	0	Occupancy	356 Classroom (Schools) Elem & Sec
Section Area	8632	Story Height	11	Number of Stories	1

Card - 1 Card - 2

Improvements

IMPR Type	Description	Area
Addition	XSL Concrete Slab-in4-6in Reinforced	5000
Addition	XCW Canopy-Wood Frame	126
Addition	XCS Canopy-Steel Frame	70
Addition	XCS Canopy-Steel Frame	32
Addition	XCS Canopy-Steel Frame	48
Addition	XPV Asphalt Paving	80000

Attachment: Proffer Amendment Application (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001 and

Other Improvement	SS1 Storage Shed	84
Other Improvement	SS1 Storage Shed	120
Other Improvement	SS1 Storage Shed	120
Other Improvement	SS1 Storage Shed	150
Other Improvement	SS1 Storage Shed	96
Other Improvement	SS1 Storage Shed	120

Assessment History

Reason	Year	Land	Use	IMPR	Total
General Reassessment	2019	\$1,730,100	\$0	\$1,896,300	\$3,626,400
General Reassessment	2018	\$1,730,100	\$0	\$1,521,700	\$3,251,800
General Reassessment	2017	\$1,730,100	\$0	\$1,358,700	\$3,088,800
General Reassessment	2016	\$1,083,500	\$0	\$1,871,800	\$2,955,300
General Reassessment	2015	\$1,083,500	\$0	\$1,972,900	\$3,056,400
General Reassessment	2014	\$1,273,100	\$0	\$1,832,500	\$3,105,600
General Reassessment	2013	\$1,268,500	\$0	\$1,491,000	\$2,759,500
General Reassessment	2012	\$2,169,900	\$0	\$2,895,900	\$5,065,800
General Reassessment	2011	\$2,169,900	\$0	\$2,895,900	\$5,065,800
General Reassessment	2010	\$2,169,900	\$0	\$2,895,900	\$5,065,800
General Reassessment	2009	\$2,712,400	\$0	\$3,247,400	\$5,959,800
General Reassessment	2008	\$3,191,000	\$0	\$3,505,400	\$6,696,400
General Reassessment	2007	\$2,659,100	\$0	\$3,469,500	\$6,128,600
General Reassessment	2006	\$2,312,300	\$0	\$3,195,700	\$5,508,000
General Reassessment	2005	\$1,895,300	\$0	\$2,866,400	\$4,761,700
General Reassessment	2004	\$1,516,200	\$0	\$2,605,800	\$4,122,000
General Reassessment	2003	\$1,014,200	\$0	\$2,481,700	\$3,495,900
General Reassessment	2002	\$881,900	\$0	\$2,397,800	\$3,279,700
General Reassessment	2001	\$852,100	\$0	\$1,449,800	\$2,301,900
General Reassessment	2000	\$823,300	\$0	\$1,400,800	\$2,224,100
General Reassessment	1999	\$807,200	\$0	\$1,373,300	\$2,180,500
General Reassessment	1998	\$807,200	\$0	\$1,373,300	\$2,180,500
General Reassessment	1997	\$807,200	\$0	\$1,388,500	\$2,195,700
General Reassessment	1996	\$807,200	\$0	\$1,403,700	\$2,210,900

Transfer History

Date	Sale Amount	Owner	Transfer Type	Conveyance Number
2013/10/11	\$1,395,000	HAYMARKET PROPERTIES GROUP LLC	XE	201310110102175
1900/01/01	\$0	PWC SCHOOL BOARD		0177-0503

[Click here for transfer type code descriptions](#)

Last Updated: 6/16/2020

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Attachment: Proffer Amendment Application (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001 and



PRINCE WILLIAM COUNTY, VIRGINIA

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14600 WASHINGTON ST
7397-19-1734

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Special District		Impr - Market Value	\$1,918,900
Zoning	General Business	Total - Market Value	\$3,694,200
Acres	8.8353		

<< Previous Card Card 2 of 2 Next Card >>

Building Section 001 - Occupancy 001					
Year Built	1925	Year Remodel	0	Occupancy	350 Restaurant
Section Area	1591	Story Height	8	Number of Stories	1

Card - 1 Card - 2

Improvements

IMPR Type	Description	Area
Addition	XSL Concrete Slab-in4-6in Reinforced	5000
Addition	XCW Canopy-Wood Frame	126
Addition	XCS Canopy-Steel Frame	70
Addition	XCS Canopy-Steel Frame	32
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Attachment: Proffer Amendment Application (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001 and

13.1.g

General Reassessment	2002	\$881,900	\$0	\$2,397,800	\$3,279,700
General Reassessment	2001	\$852,100	\$0	\$1,449,800	\$2,301,900
General Reassessment	2000	\$823,300	\$0	\$1,400,800	\$2,224,100
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2013/10/11	\$1,395,000	HAYMARKET PROPERTIES GROUP LLC	XE	201310110102175	
1900/01/01	\$0	PWC SCHOOL BOARD		0177-0503	

[Click here for transfer type code descriptions](#)

Last Updated: 6/16/2020

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Attachment: Proffer Amendment Application (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001 and

Entity Information

Entity Information

Entity Name: Haymarket Properties Group, LLC	Entity ID: S4573319
Entity Type: Limited Liability Company	Entity Status: Active
Formation Date: 06/03/2013	Reason for Active Status:
VA Qualification Date: 06/03/2013	Status Date: 02/24/2016
Industry Code: 0 - General	Period of Perpetual Duration:
Jurisdiction: VA	Annual Report Due Date: N/A
Registration Fee Due Not Required Date:	Charter Fee: N/A

Registered Agent Information

RA Type: Individual	Locality: PRINCE WILLIAM COUNTY
RA Qualification: Member or Manager of the Limited Liability Company	
Name: SHAWN LANDRY	Registered Office Address: 14600 WASHINGTON ST, HAYMARKET, VA, 20169 - 0000, USA

Principal Office Address

Address: 14600 WASHINGTON
ST, HAYMARKET, VA,
20169 - 0000, USA

Principal Information

Management Structure: N/A

Filing History

RA History

Name History

Previous Registrations

Garnishment Designees

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Attachment: Proffer Amendment Application (4526 : Consideration of 14600 Washington Street - Proffer Amendment, SUP#2020-001 and



Emily K. Lockhart
Town Planner and Zoning Administrator

MEMORANDUM

TO: Planning Commission and Town Council

FROM: Emily K. Lockhart

DATE: June 26, 2020

SUBJECT: Staff Report for SUP#2020-001- Restaurant with a Drive-thru, SUP#2020-002 – 30 Residential Condominiums, Proffer Amendment, Development Narrative and QBE Generalized Development Plan

Application Summary:

Applicant, Haymarket Properties Group has submitted the attached Special Use Permit application for a restaurant with a drive-thru and 30 residential condominiums to be located at 14600 Washington Street, Haymarket. The applicant has a Proffer Amendment application before the Town Council to modify the approved 2013 Proffer on the property.

The applicant has provided a Development Narrative, Proposed General Development Site Plan, Conditions of Approval and a Proffer Amendment. The documents were modified and resubmitted June 25, 2020.

The Zoning Ordinance requires the following standards to be 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.*

In addition, all Restaurants with a Drive-Thru within Town Limits must follow these Use & Design Standards (Sec 58 -19.2.)

Drive-thru facilities.

The following general standards shall apply to all drive-thru facilities:

- (1) *All drive-thru entrances must be at least 50 feet from an intersection. The distance is measured along the property line from the junction of the two street lot lines to the nearest edge of the entrance.*
- (2) *Drive-thru facilities shall be located and designed so that vehicular circulation does not conflict with traffic movements in adjacent streets, service drives, and/or parking areas.*
- (3) *Off-street stacking spaces shall be provided in accordance with the following requirements:*
 - a. *Stacking spaces shall not interfere with travelway traffic or designated parking spaces.*
 - b. *Stacking spaces shall be at a minimum of eighteen (18) feet in length.*
 - c. *Stacking spaces shall be located to the side or rear of the principle structure and shall not be adjacent to any street right-of-way.*
 - d. *Off-street stacking spaces shall be provided in accordance with the following table:*

Stacking Space Requirements		
TYPE OF ACTIVITY	REQUIRED NUMBER OF STACKING SPACES	START POINT FOR STACKING SPACES
Financial Institutions - automated teller machine	3	Teller machine
Financial Institutions - bank teller lane	3	Teller window/tube
Professional Personal Service - dry-cleaning/laundry	3	Cleaner/laundry window
Retail Sales - pharmacy	3	Pharmacy window
Restaurant	6	Order box/speaker
	4*	Pick-up window
Other	To be determined by Town. Such determination shall consider any study prepared by an engineer or other qualified design professional.	
* These spaces are required in addition to the stacking spaces required to be located behind the order box/speaker and shall be located between the pickup window and the order box/speaker.		

Please see the below Town Planner Comments, dated 6/9/2020, regarding the SUP Applications, Generalized Development Plan, Development Narrative, Conditions of Approval and Proffer Amendment.

The Development Package is Incomplete and needs to address the following comments:

General Development Plan:

- **Page 3 GDP: Existing conditions is not an accurate depiction of the current site and needs to be updated to show ALL existing conditions. See below items to name a few.**
 - Does not show Cookies and Cream Structure
 - Does not show the removal of the playgrounds
 - Does not show the recent site plan amendment for Zandra's
 - Does not show the curb/gutter work and additional parking along the building
 - The eastern tree line has been significantly modified
 - Does not show the storage sheds located in the north eastern corner
 - Does not depict the frontage changes
 - Adjoining and abutting property descriptions incomplete
 - Existing dumpster not depicted
- **No Scale on the GDP**
- **No North Arrow on the GDP**
- **Page 4 GDP: Proposed conditions**
 - Parking Spaces are not delineated on the plan
 - No delineation of travelways on the plan
 - Points of Ingress/Egress are not clearly delineated with one- or two-way travel ways
 - Are the parallel parking spaces proposed on Bleight Drive for private use only? Cannot restrict parking on a public right of way. Provide additional information
 - Sidewalks/Pedestrian Walkways are not depicted along right of ways or within property
 - No dumpsters shown on the plan for retail, restaurant, commercial or residential uses
 - No handicap parking shown on plan
- **Parking Tabulation**
 - Need to include restaurant parking requirements, as it differs from the Commercial parking.
 - Retail Store parking is 1 per 250 SF of GFA, not 1 per 300 SF of GFA
 - Retail store parking requires the following for loading zones; None for the first 10,000 SF then 1/30,000 up to 70,000 SF **plus** 1/100,000 SF thereafter. Please include the proper loading zones and ensure adequate travelways for the loading zone
 - Office parking is 1 per 300 SF of GFA

- **SUP#2020-001, Drive Thru Request**
 - No stacking spaces shown on the plan, see above table for requirements
 - No delineation of travelways on parcel
 - Vehicular Ingress/Egress not shown on plan
 - Pedestrian Ingress/Egress not shown on plan
 - Dumpster location not shown on plan
 - No indication of the drive thru window location
 - No proposed signage for vehicular traffic or pedestrians
 - 32 parking spaces required, please clarify the location of the required parking spaces
 - No information of the hours of operation
 - No reference to the front of the structure or the main entry
 - No elevations of the structure provided

- **SUP#2020-002, 30 Residential Condominiums**
 - No square footage for the third and fourth floor provided
 - Is residential parking reserved? If so, where?
 - How many bedrooms per unit? Variety of unit types?
 - Expected number of residents in the building?
 - Will residential amenities be provided?
 - No elevations of the 4-story structure provided
 - Where is residential access on the building? Is residential access restricted and separate from the commercial access?
 - Will the structure have an elevator?
 - Will the structure have trash dumpsters or a trash service? Dumpsters should be shown on the plan
 - Will dumpsters be shared with the retail/commercial tenants?
 - Will the underground garage parking have public access?
 - No green space for residents
 - Will the property have a Condo Owner Association? Who maintains the common space?
 - Show full building footprint on plan
 - No information on the hours of operation for the commercial spaces on the first and second floors as well as the entire site
 - Will visitor parking be provided for the residential condominiums?

- **Development Narrative Comments**
 - Provide the date of the current GDP in the first paragraph
 - Special Use Proposal states that outdoor seating will be provided. Outdoor seating is not depicted on the GDP. Update GDP to depict the outdoor seating

- Development Narrative states the project will preserve 3 ballfields to the north of the property – only 2 ballfields are shown on the proposed plan. Update the GDP to depict the proper number of ballfields
- **Proffer Amendment Statement**
 - Provide the approved 2013 Proffer Amendment for review
- **Conditions of Approval**
 - Transportation 5.1. – Sidewalks and other street enhancements are required per the Zoning Ordinance
- **Other Comments**
 - No traffic impact analysis provided. The traffic will be significantly impacted by the proposed changes
 - No elevations for the SUPs provided
 - No environmental analysis or stormwater calculations
 - No outside agencies comments received yet. VDOT, PWCSA, PWC
 - No additional proffers provided or considered for Schools, Fire Department, Public Safety, Transportation
 - Can Bleight Drive handle the increased traffic flow and the addition of the parallel parking?
 - No turn lanes provided on Washington Street for the entry points
 - Provide clarification on the north eastern apartment, is the apartment on the first floor? If so, a SUP will be required for this residential space.

Planner Recommendation:

The application is incomplete and missing the above items. Please review the comments and provide responses or additional information for the application.

Town Planner Review of SUP#2020-001, Proposed Drive-Thru Use at 14600 Washington Street.

SUP Request Summary: the applicant proposes to develop a restaurant with drive thru window at the south eastern most pad. This restaurant would be no more than 3,200 square feet with outside seating.

The Zoning Ordinance requires the following standards to be 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.*

While the Comprehensive Plan calls for a mix of residential and commercial development in this area and the Neighborhood/Town Center areas, the Drive-Thru use would impact the area beyond the intended mixed-use development.

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

Zoning Ordinance, 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."

The proposed use of a restaurant with a drive thru window at the southeastern pad site is not in accordance with the general purpose of the Town Center District, as stated above. The Town Center District is intended to attractive pedestrian shoppers, tourism and local convenience. The addition of a drive-thru restaurant at the southeastern pad site would significantly increase traffic volumes/vehicular trips per day and reduce the attraction of pedestrian users. The *"range, size, hours of operation, lighting, signs and other developmental aspects of permitted uses"* are not clearly defined in the application and thus at this time the Planning Commission and Town Council have limited information to restrict these aspects.

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

The proposed drive-thru restaurant use has the potential to adversely affect the use or values of the surrounding properties and structures. Traffic impacts, hours of operation, lighting, and other developmental aspects will impact the surrounding B-1 and R-1 zoning districts. Additional information regarding the traffic impacts and other developmental aspects would be necessary to appropriately determine the

adverse effects on the surrounding uses and properties. The applicant has stated in the Conditions of Approval that the Drive-Thru Use would be located somewhere south of the yellow line provided on the most recent GDP (6/25/2020). Staff would recommend the Planning Commission and the Town Council consider all impacts the drive-thru would have within the larger proposed area, and request of the applicant a more defined location be designated prior to approval.

The existing commercial uses on site will potentially be negatively affected based on the layout of the drive-thru stacking lanes and entry and exit points. The stacking for the drive-thru is proposed to stack along three sides of the structure. The layout does not show a clear exit point for the drive-thru, thus leaving multiple opportunities for congestion on site. In addition, a new drop off point for the dance studio is shown on site along a potential exit lane for the drive-thru, these uses and traffic maneuvers will cause conflicting issues depending on time of day for drop-offs and the stacking/exiting of the drive-thru. This is one example of the traffic/parking layout concerns Staff has for the proposed developmental plan.

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

The proposed drive-thru as shown on the General Development Plan has indications that the use may adversely affect the health, safety, or general welfare of the adjacent properties or surrounding residential communities. The traffic impact, hours of operation, lighting, noise, proximity to Washington Street, and other developmental aspects raise concern for the surrounding residential zoning districts and the overall character of the eastern end of Town.

- (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.*

The vehicular traffic along Washington Street will be impacted with the addition of a drive-thru restaurant as well as the increased vehicular trips per day from the increased on site developments. Proper traffic studies and impact analysis shall be prepared along with projected vehicle trips per day.

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

Utilities, drainage, loading zones and other necessary facilities will be addressed at the site plan phase, currently there is no indication that the General Development Plan addresses all of these utilities adequately. Parking has been clearly delineated on the General Development Plan, to include underground garage parking at the residential condominium structure. The proposed parking is not designated for the drive-thru restaurant; the site is utilizing a shared parking concept to meet the needs.

Planner Recommendation:

The application has raised concerns regarding the impact to the traffic on Washington Street/Bleight Drive, impacts to the surrounding residential properties, drive-thru stacking, on site traffic maneuvers and additional concerns regarding the layout of the proposed use. Additional information and discussion with the applicant, Town Engineer and outside agencies would begin to address these concerns. As the Town Planner, I recommend the Planning Commission and the Town Council receive feedback from the public and work with the applicant to address the citizens' concerns. Additional information and review time may be needed prior to a decision being made on the application.

- Citizens have submitted comments to Staff via email due to inability to attend Monday's meeting. Comments will be sent to the Planning Commission and Town Council, as well as provided at the public hearing on Monday, June 29 at 7:00 pm.

Town Planner Review of SUP#2020-002, Proposed Residential Condominiums at 14600 Washington Street.

SUP Request Summary: *“the applicant proposes to develop 53,250 square feet of the Property zoned B-1 via special use permit to allow thirty (30) residential condominium dwelling units. The proposed plan locates the residential condominiums on the 3rd and 4th floor of the new proposed multiuse building as shown on the GDP.”*

The Zoning Ordinance requires the following standards to be 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.*

The Comprehensive Plan calls for a mix of residential and commercial uses to facilitate long term economic potential and positive growth for the Town. The residential condominiums would be in accordance with the intent to blend the residential and commercial uses in the Town Center Zoning Districts.

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

Zoning Ordinance, 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.”

The proposed use of the 3rd and 4th floors of the multi-use building for residential condominiums is not clearly defined as the intent of the Town Center District, B-1, as stated above. However, the addition of the residential units may provide an opportunity to blend the Town Center district with the surrounding residential district to create a less intrusive blending of the districts.

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

The proposed uses for the structure are in keeping with the intent of the zoning district and will blend the residential units with surrounding residential districts. However, the significantly increased volume of vehicle trips per day on the site due to the structure may adversely affect the surrounding properties. Additional information regarding the traffic impacts would be necessary to appropriately determine the adverse effects on the surrounding uses and properties.

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 adjacent and surrounding residential properties could be affected by the development's traffic flow and commercial uses during the pm hours. However, the proposed commercial development is a by-right use.

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

The proposed addition of residential condominiums shows no indication of adversely affecting the health, safety, or general welfare of the adjacent properties or surrounding residential communities. However, there is indication that the increased traffic volume due to vehicular trips per day from the site may impact the residential communities that currently utilize Bleight Drive.

- (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.*

The vehicular traffic along Bleight Drive will be impacted with the new entry/exit and added vehicular trips per day. Proper traffic studies and impact analysis shall be prepared along with projected vehicle trips per day. Since Bleight Drive is currently a lower-volume route, primarily serving the residential communities of Villages of Haymarket, Alexandra's Keep and single family homes on Bleight, it will be pertinent to not impede traffic, rather the improvements shall enhance the movement and flow through the proposed site, existing roadway and intersection.

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

Utilities, drainage, loading zones and other necessary facilities will be addressed at the site plan phase, currently there is no indication that the General Development Plan addresses all of these utilities adequately. Parking has been clearly delineated on the General Development Plan, to include underground garage parking at the residential condominium structure.

Planner Recommendation:

The request for 30 residential condominiums located at 14600 Washington Street would provide an opportunity for the Town to blend the surrounding residential zoning district with the B-1 property. The units have the potential to create a "live/work/play" style environment; one that is often found in downtowns or cities. The Town Planner is in support of the residential units with the condition that the applicant fully address the concerns of

traffic impacts, egress/ingress, dumpster screening and other developmental aspects that may directly affect the surrounding houses.

The application has raised concerns regarding the impact to the traffic on Washington Street/Bleight Drive, impacts to the surrounding residential properties, on site traffic maneuvers and additional concerns regarding the layout of the proposed use. Additional information and discussion with the applicant, Town Engineer and outside agencies would begin to address these concerns. As the Town Planner, I recommend the Planning Commission and the Town Council receive feedback from the public and work with the applicant to address the citizens' concerns. Additional information and review time may be needed prior to a decision being made on the application.

- Citizens have submitted comments to Staff via email due to inability to attend Monday's meeting. Comments will be sent to the Planning Commission and Town Council, as well as provided at the public hearing on Monday, June 29 at 7:00 pm.

Proffer Amendment Review

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.

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 Planning Commission and Town Council shall take into consideration the significant change the acceptance of the proffer amendment would have on the property. Currently, the proffer restricts 4.51 acres to recreational use on the property. The Proffer Amendment would condense the recreational use of the property to 2.05 acres in the rear of the property, allowing B-1 development on the other portion of the property that was previously restricted.

Town Planner recommends the Planning Commission and the Town Council take into consideration the citizens' comments and concerns and request additional information from the property owner to ensure all concerns are addressed prior to approval or denial.



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

ROBERTO GONZALEZ
TOWN TREASURER

STAFF REPORT
June 29, 2020

FISCAL YEAR 2019-20 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 expenditure exceeds that amount, a Public Hearing is required. The Council may adopt the amendment at this meeting.

REQUESTED BUDGET AMENDMENT

1. The requested appropriation to the adopted budget for Fiscal Year 2019-2020 is to amend the Public Safety - Laney Detail Revenue & Police Department - Salary & Wages - Laney Detail expenditure line item for Detail work the Laney Group contracted with the Town of Haymarket Police Department. This detail is for overnight security of one of the sites for the new power line work being done within the Town limits. The requested amendment will increase the overall adopted budget by \$48,503.00.

Revenue Source Line Item

<u>Line Item</u>	<u>Adopted 2019-20 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Public Safety			
Laney Detail	\$ 0	\$48,503	\$48,503

Expenditure Source Line Item

<u>Line Item</u>	<u>Adopted 2019-20 Budget</u>	<u>Change</u>	<u>Amended Budget</u>
Police Department			
Salary & Wages - Laney Detail	\$ 0	\$ 48,503	\$48,503

2. The requested appropriation to the adopted budget for Fiscal Year 2019-2020 is to amend the Public Safety - Donations & Police Department - Donation expenditure line item for the additional donations the Police Department has received in this current fiscal year. The requested amendment will increase the overall adopted budget by \$9,835.00.

Revenue Source Line Item			
<u>Line Item</u>	<u>Adopted 2019-20 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Public Safety			
Donations/Grants	\$3,000	\$ 12,835	\$ 9,835
Expenditure Source Line Item			
<u>Line Item</u>	<u>Adopted 2019-20 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Police Department			
Donation Expenditure	\$3,000	\$ 12,835	\$ 9,835

- The requested amendment to the adopted budget for Fiscal Year 2019-2020 is to amend the Town Council – Salary & Wages-Regular & Police Department – Uniforms & Supplies expenditure line item. This amendment will cover the cost of the Civil Disturbance Equipment the Town Council approved on June 1, 2020. The requested amendment will not increase the overall adopted budget, as it is only moving existing funds from one line item to the other in the amount of \$10,060.00 to cover the cost of the new Police Department equipment.

Expenditure Source Line Item			
<u>Line Item</u>	<u>Adopted 2019-20 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Town Council			
Salaries & Wages – Regular	\$ 32,100	\$ 22,040	(\$10,060)
Expenditure Source Line Item			
<u>Line Item</u>	<u>Adopted 2019-20 Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Police Department			
Uniforms & Supplies	\$ 41,638.95	\$ 51,698.95	\$10,060

Sample Motion

I move the Haymarket Town Council approve an appropriation to the Fiscal Year 2019-20 as designated on resolution #2020-015, to amend the Public Safety – Laney Detail and the Public Safety - Donations/Grants revenues line item by increasing by a total of \$58,338 and increasing Police Dept. – Salaries & Wages – Laney Detail expenditure line item by \$48,503 and increasing Police Dept. – Uniforms & Supplies expenditure line item by \$9,835 and amend Police Dept. – Uniforms & Supplies by moving \$10,060 from Town Council – Salaries & Wages – Regular line item.

Or

Alternative Motion



RESOLUTION 2020-015

FISCAL YEAR 2019-2020 BUDGET AMENDMENT

WHEREAS, The Haymarket Town Council did adopt the Fiscal Year 2020 Budget on June 03, 2019, and

WHEREAS, Fiscal Year 2020 Budget did not fund Public Safety – Laney Detail revenue line item, Council will appropriate \$48,503, and

WHEREAS, The proposed budget appropriation will fund Police Dept. – Salaries & Wages – Laney Detail expenditure line item by \$48,503; and

WHEREAS, Fiscal Year 2020 Budget Funded Public Safety – Donations/Grants revenue line item for \$3,000, Council will now amend \$9,835, and

WHEREAS, The proposed budget appropriation will increase Police Dept. – Donation Expenditure line item by \$9,853; and

WHEREAS, Fiscal Year 2020 Budget Funded Town Council – Salaries & Wages - Regular \$32,100 expenditure line item, Council will now amend \$10,060, and

WHEREAS, The proposed budget amendment will increase Police Dept. – Uniforms & Supplies expenditure line item by \$10,060; and

WHEREAS, the Town has advertised and held a public hearing, as required by Virginia §15.2-2507;

NOW THEREFORE, BE IT RESOLVED that the Haymarket Town Council amends the Fiscal Year 2019-2020 Budget as reflected below:

Revenue Source Line Item

Line Item	Adopted 2019-20 Budget	Amended Budget	Change
Public Safety			
Laney Detail	\$ 0	\$ 48,503	\$ 48,503
Donations/Grants	\$ 3,000	\$ 12,835	\$ 9,835

Expenditure Source Line Item

Line Item	Adopted 2019-20 Budget	Amended Budget	Change
Town Council			
Salaries & Wages – Regular	\$ 32,100	\$ 22,040	(\$10,060)
Police Department			
Salaries & Wages – Laney Detail	\$ 0	\$ 48,503	\$ 48,503
Donation Expenditure	\$ 3,000	\$ 12,835	\$ 9,835
Uniforms & Supplies	\$ 41,638.95	\$ 51,698.95	\$ 10,060

Done this 29th Day of June 2020

Motion By:
 Seconded By:
 Ayes:
 Nays:
 Absent:

ATTEST:

Kimberly Henry, Clerk of Council



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: June 24, 2020
SUBJECT: Coronavirus Relief Fund Allocation and Certification

Background:

The CARES Act allocated funding for state and local government based on U.S. Census population estimates, including towns. Prince William County has been notified they would receive \$41,034,915 allocated share of Coronavirus Relief Fund from the Commonwealth of Virginia. The funding received from the state included funding intended for the Towns. The Town of Haymarket's portion of that calculated amount will be \$147,726. We need to accept these revenues and complete a "Certification for Receipt of Coronavirus Relief Funds by a Town" form to receive the funds.

Staff Recommendation:

Staff recommends accepting the funds and completing all necessary forms.

Draft Motion:

1. *I move to accept the revenues from the Coronavirus Relief Fund from Prince William County and authorized the Town Mayor, Town Manager, and Town Treasurer sign the Certification for Receipt of Coronavirus Relief Funds by a Town form.*

Or,

2. Alternate Motion


Attachment: Coronavirus Relief Fund Memo (4518 : Cares Act Fund Agreement)



The Board of County Supervisors
Ann B. Wheeler, Chair
Victor S. Angry, Vice Chair
Andrea O. Bailey
Kenny A. Boddye
Pete Candland
Margaret Angela Franklin
Jeanine M. Lawson
Yesli Vega

May 26, 2020

TO: Mayor, Town of Dumfries
Mayor, Town of Haymarket
Mayor, Town of Occoquan
Mayor, Town of Quantico

FROM: Christopher E. Martino 
County Executive

RE: Coronavirus Relief Fund Allocation and Certification

As I am sure you are aware, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) of 2020 was enacted to provide stimulus funding to address the COVID-19 pandemic. Under the CARES Act, state and local governments were allocated funding from the Coronavirus Relief Fund (CRF) based on U.S. Census population estimates, including towns. Prince William County has been notified we will soon receive our \$41,034,915 allocated share of CRF funding from the Commonwealth of Virginia. Because the population data for the County included the populations of the towns within its borders (Dumfries, Haymarket, Occoquan and Quantico), the funding received from the state includes funding intended for the Towns. The state guidelines specifically state, "Counties must ensure that an equitable share of CRF funds it receives are shared with and granted to each town within its jurisdiction." As such, the County has allocated funding to the four towns based on the most recently available 2018 U.S. Census population data that includes towns as follows:

	Population	%	Calculated Amount
Dumfries	5,234	1.12%	\$451,384
Haymarket	1,715	0.37%	\$147,726
Occoquan	1,089	0.24%	\$94,380
Quantico	524	0.11%	\$45,138
Prince William	457,673	98.16%	\$40,296,287
Total	466,235	100.00%	\$41,034,915

Just as with the funds retained by the County, the funds granted to towns must be spent in accordance with the same federal requirements and the same documentation must be retained for audit purposes. A copy of the 21 pages of guidance provided to counties and cities by the Commonwealth is attached for your reference.

Attachment: Memo to Towns - CARES Act 2020 (1) (002) (4518 : Cares Act Fund Agreement)

As a condition of acceptance of these funds, you must certify your intent to use the funds for qualifying expenses and acknowledge that you will return funds to the County if it is determined that any of the funds were spent for purposes that do not qualify.

The County will release the funds to the Treasurer of your town once you have reviewed the attached guidelines, signed the attached "*Certification for Receipt of Coronavirus Relief Funds by a Town*" and returned the signed form to the County's Director of Finance/CFO at:

Prince William County Government
Attn: Michelle L. Attreed
1 County Complex Court, Suite 235
Prince William, VA 22192

To expedite payment, a scanned copy can be emailed to mattreed@pwcgov.org with an original signed copy to follow by U.S. mail. If you have any questions, please call the County's Director of Finance/CFO, Michelle L. Attreed at (703) 792-6752.

Attachments

cc: Board of County Supervisors
County Attorney
DCXOs
Director of Finance/CFO
Budget Director

Certification for Receipt of Coronavirus Relief Funds by a Town

We the undersigned represent the Town of _____ and we certify that:
(town name)

1. We have the authority to request direct payment on behalf of the town from Prince William County ("the County") revenues from the Coronavirus Relief Fund (CRF) pursuant to Section 601(b) of the Social Security Act, as added by Section 5001 of the Coronavirus, Aid, Relief and Economic Security Act, Pub. L. No 116-136, div. A, Title V (March 27, 2020).
2. We understand the County will rely on this certification as a material representation for making a direct payment to the town.
3. The town's proposed uses of the funds received as direct payment from the County under Section 601(b) of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the town; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
4. Any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the town, must be returned to the County no later than December 30, 2020. If such funds are not returned to the County within 30 days of December 30, 2020, the town understands the County will recoup the funds through withholding from other revenue sources collected on behalf of the town.
5. We understand the town will not receive continued funding from the County beyond December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.
6. Funds received as direct payment from the County pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
7. Any CRF funds expended by the town in any manner that does not adhere to official federal guidance shall be returned to the County within 30 days of a finding that the expenditure is disallowed, and that the County is entitled to invoke withholding from other revenue sources collected on behalf of the town to recover any and all funds that are not repaid within 30 days of a finding that the expenditures are disallowed.
8. As a condition of receiving the CRF funds pursuant to this certification, the town shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to the County upon request.

- 9. The town must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit. The town agrees it will provide the County with a complete accounting for the funds it receives from the County within 60 days of December 30, 2020, in a form and manner specified by the County for audit purposes.
- 10. Any funds provided pursuant to this certification cannot be used as revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
- 11. Any CRF funds received pursuant to this certification will not be used for expenditures for which the town has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation or guideline.
- 12. Any interest earned on the CRF funds granted by the County to the town will only be used to fund additional expenses as identified in item 3 of this certification or will be returned to the County in accordance with the provision enumerated by item 4 of this certification.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

Town Mayor

Town Manager

Town Treasurer

(printed name of official)

(printed name of official)

(printed name of official)

Signature:

Signature:

Signature:

Date: _____

Date: _____

Date: _____

Attachment: Memo to Towns - CARES Act 2020 (1) (002) (4518 : Cares Act Fund Agreement)



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

ROBERTO GONZALEZ
TOWN TREASURER

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Roberto Gonzalez, Town Treasurer
DATE: June 26, 2020
SUBJECT: Debt Payment

Background:

Town Council had discussed utilizing surplus funds to pay outstanding debt. Currently the Town is in good financial position and should close out the year with surplus funds. Due to the advertising requirement for budget amendments Town Council can only direct \$30,000 to one of the Town's Debts without advertisement and a public hearing. This is within the 1% of the overall Current Budget.

Expenditure Source Line Item

Line Item	Adopted 2019-20 Budget	Amended Budget	Change
Blight Mitigation	\$ 50,000	\$ 20,000	\$30,000
Debt Service			
General Obligation Bond			
Loan 1 (2.15% Rate)	\$ 218,600.00		
Loan 2 (2.35% Rate)	\$ 434,800.00		
Loan 3 (3.25% Rate)	\$ 100,900.00		
Capital Lease Pmt (1.97% Rate)	\$ 63,184.76		

Draft Motion:

1. I move to approve spending \$30,000 from Unrestricted Reserves (Blight Mitigation) to pay _____
- Or,
2. Alternate Motion



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: June 26, 2020
SUBJECT: Appointments

Background:

The Town Council appoints members to the Planning Commission, Architectural Review Board, and the Board of Zoning Appeals. Please see the members, terms, and vacant positions below. Architectural Review Board terms are for 3 years and Planning Commission terms are for 4 years.

Planning Commission			
Matt	Caudle	Chairman	7/2/18 - 6/30/22
VACANT		Commissioner	term expires 6/4/21
Steve	Shannon	Council Liaison	7/1/2018 - 6/3/20
Pearl	Carter-bush	Commissioner	11/4/19 - 6/30/22
Aayush	Kharel	Commissioner	7/1/16 - 6/30/19
Architectural Review Board			
VACANT		Council Liaison	
Ken	Luersen	Chairman	7/6/15 - 7/5/19
Marchant	Schneider	Board Member	11/3/14 - 11/2/18
Julia	Cabrera-Woscek	Board Member	term expires 6/30/20
Aayush	Kharel	PC Liasion	7/1/16 - 6/30/19
Board of Zoning Appeals			
Matthew	Gallagher	Chairman	term expires 1/30/20
Eric	Mathews	Board Member	term expires 1/31/21
Don	Meeks	Board Member	term expires 3/5/22
John	King	Board Member	term expires 1/31/23
Daniel	Magill	Board Member	term expires 1/31/24

Attachment: Appointment Memo (4501 : Appointments)

Draft Motion:

1. I move to appoint _____ to the Planning Commission for the term that expires 6/4/21.

2. I move to appoint _____ to the Architectural Review Board for a 3-year term beginning on June 29, 2020 and expiring June 28, 2023.

Or,

3. Alternate Motion