



# TOWN OF HAYMARKET TOWN COUNCIL

## WORK SESSION ~ AGENDA ~

David Leake, Mayor  
<http://www.townofhaymarket.org/>

15000 Washington St  
Haymarket, VA 20169

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Tuesday, June 25, 2013

3:00 PM

Council Chambers

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### 1. Call to Order

### 2. Agenda Items

A. Town Council Draft Agenda - July 1, 2013

### 3. Councilmember Time

- A. James Tobias
- B. Milt Kenworthy
- C. David Leake
- D. Mary Lou Scarbrough
- E. Rebecca Bare
- F. Katherine Harnest
- G. Steve Aitken

### 4. Adjournment



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TO: Town of Haymarket Town Council  
SUBJECT: Town Council Draft Agenda - July 1, 2013  
DATE: 06/25/13

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Please find your draft agenda attached.

**ATTACHMENTS:**

- 07-01-2013 TC Packet for Work Session (PDF)



# TOWN OF HAYMARKET TOWN COUNCIL

## REGULAR MEETING ~ AGENDA ~

David Leake, Mayor  
<http://www.townofhaymarket.org/>

15000 Washington St  
Haymarket, VA 20169

Monday, July 1, 2013

7:00 PM

Council Chambers

### 1. Call to Order

### 2. Pledge of Allegiance

### 3. Citizen's Time

### 4. Minutes Acceptance

A. Mayor & Council - Regular Meeting - May 6, 2013 7:00 PM

### 5. Department Reports

- A. Treasurer's Report - Staff
- B. Police Report - Chief James Roop
- C. Town Engineer Report - Holly Montague
- D. Town Planner Report - Marchant Schneider
- E. Building Official's Report - Soil Consultants
- F. Town Manager's Report - Brian Henshaw

### 6. Agenda Items

- A. Town Seal
- B. Jefferson Street Functional Reclassification
- C. Town Center Master Plan
- D. Rose Investments, LLC - Request to Council
- E. 14550 John Marshall Highway - Rezoning Application
- F. Boundary Line Adjustment
- G. Haymarket Baptist Church - Final Site Plan
- H. Haymarket Quilters
- I. Public Works Contract - Brian Henshaw

### 7. Appropriations

- A. Quarterly Appropriations

### 8. Closed Session

- A. Closed Session
- B. Certification of the Closed Session

### 9. Councilmember Time

- A. Steve Aitken
- B. Rebecca Bare - PC Update
- C. Katherine Harnest - ARB Update
- D. Mary Lou Scarbrough
- E. Milt Kenworthy
- F. James Tobias
- G. David Leake

### 10. Adjournment

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)



# TOWN OF HAYMARKET TOWN COUNCIL

## REGULAR MEETING ~ MINUTES ~

David Leake, Mayor  
<http://www.townofhaymarket.org/>

15000 Washington St  
Haymarket, VA 20169

Monday, May 6, 2013

7:00 PM

Council Chambers

A Regular Meeting of the Mayor & Council of the Town of Haymarket, VA, was held this evening in the Board Room, Commencing at 7:00 PM

Mayor David Leake called the meeting to order.

### 1. Call to Order

Councilman Steve Aitken: Present, Councilwoman Rebecca Bare: Present, Councilwoman Katherine Harnest: Present, Councilwoman Mary-Lou Scarbrough: Present, Councilman Milt Kenworthy: Present, Vice Mayor Jay Tobias: Present, Mayor David Leake: Present.

### 2. Pledge of Allegiance

### 3. Moment of Silence - Waco, TX & Boston, MA

### 4. Public Hearing

A. Zoning Text Amendment - B1 Zoning - Funeral Home

Mayor Leake and Chairman Bob Weir open up the joint public hearing for a zoning text amendment proposal to allow funeral homes/mortuary in the B-1 zoning district as a special use.

Planning Commission Roll Call: Weir, Bare, Robinson, Ring (Johnson absent)

Chairman Weir asks for anyone wishing to speak for or against this matter to please come forward.

#### Cliff Blasius

Mr. Blasius is the applicant for this amendment. He worked with the Planning Commission over the last month. The Planning Commission has added the turn lane requirement to the special use requirements. He would like to have this requirement removed from the zoning text. He feels that if it is warranted he would have to install the lane and that the language is not necessary. He respectfully requests that the Council remove this requirement from the text.

Chairman Weir closes the public hearing

Ring motions to forward the proposed zoning text amendment dated April 8, 2013 to the Town Council for approval, Robinson seconds;

**Discussion:** *Robinson agrees with Mr. Blasius that we don't need that stipulation in the wording of the text. Weir would like to note that the special use regulations are necessarily more restrictive than an ordinary use regulation, that is the reason it is called a special use permit and has conditions attached to it. This text was written for a worst case scenario, because it has to be. The turn lane is an issue for him, he feels it has to stay in there. The Planning Commission is charged with insuring that the proposed text that they deliver comports with the Comprehensive Plan and comports with keeping of the character of the Town. PC has spent a lot of time on this, he still does not support this text amendment. Robinson thinks that given the conditions that we have already made, especially where its located, he's not sure that there is a big benefit to the turn lane.*

Bare-Yes, Ring-Yes, Weir-No, Robinson-No, Johnson-Absent

#### MOTION FAILS

The Town Planner adds that when we met with Mr. Blasius last month, he did express his concerns which is why the note was added.

Weir motions to forward the Zoning Text Amendment to the Town Council, as currently written, with a recommendation not to initiate, Bare seconds;

Bare-Yes, Ring-Yes, Weir-Yes, Robinson-Yes, Johnson-Absent

Weir motions to adjourn the special meeting of the Planning Commission, Bare seconds;

Bare-Yes, Ring-Yes, Weir-Yes, Robinson-Yes, Johnson-Absent

## 5. Citizen's Time

**Mr. Glenn Vickers and Keeyana Mahoney**, representing the Boys & Girls Club, are here to talk to Council this evening. There are three facilities located in Prince William County, Dumfries, Dale City, and Manassas. Between the three clubs they are serving about 4,500 children annually. Their mission to create productive citizens. There is a \$30 annual membership fee for everyone. People are looking for opportunities in this area for a place for their children to have fun and be safe. They would love for the Boy's and Girl's club to have a home here in western Prince William County.

### **Mr. Shawn Landry, President and CEO of QBE, LLC**

He has been working on a project to acquire PACE West at 14550 John Marshall Highway. This property is in both Prince William County and within the Town of Haymarket. In late April they executed the final contract with the County. They are now in a time crunch. As the property sits today the county portion is zoned A1. This is creating a lending problem for the property acquisition. So his first step is to get the entire property annexed into the Town. He has met several times with Prince William County and they are in support of the boundary line adjustment. He is here tonight to get the Council's support and to help him move quickly on this process.

## 6. Minutes Acceptance

A. Mayor & Council - Regular Meeting - Mar 4, 2013 7:00 PM

**RESULT: ACCEPTED AS AMENDED [UNANIMOUS]**  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

B. Mayor & Council - Continuation Meeting - Mar 21, 2013 7:00 PM

**RESULT: ACCEPTED [UNANIMOUS]**  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

C. Mayor & Council - Work Session - Apr 9, 2013 7:00 PM

**RESULT: ACCEPTED [UNANIMOUS]**  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

D. Mayor & Council - Work Session - Apr 30, 2013 3:00 PM

**RESULT: ACCEPTED [UNANIMOUS]**  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

E. Mayor & Council - Work Session - Mar 26, 2013 3:00 PM

**RESULT: ACCEPTED [UNANIMOUS]**  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

F. Mayor & Council - Regular Meeting - Apr 1, 2013 7:00 PM

**RESULT: ACCEPTED AS AMENDED [UNANIMOUS]**  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

## 7. Appropriations

### **A. 15026 Washington Street Moving Expenses**

Motion to appropriate \$13, 500 from the Public Works Trash Removal Line Item to 15026 Washington Street Building Improvements/Repairs for a not to exceed budget for telephone system, wiring and security system

**Discussion:** Aitken reminds that this is a not to exceed number and hopefully will come in less once three bids are obtained on each item

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Steve Aitken, Councilman  
**SECONDER:** Rebecca Bare, Councilwoman  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias, Leake

#### B. 15026 Washington Street - Building Improvements

Motion to appropriate \$2,610 from the Public Works Street Cleaning line item to the 15026 Washington Street Building Improvements/Repairs line item; and \$3,600 from 14710 Washington Street Building Improvements/Repairs line item to the 15026 Washington Street Building Improvements/Repairs line item; \$2,240 from 14710 Washington Street Building Improvements/Repairs line item to the 15026 Washington Street Building Improvements/Repairs line item; and \$3,475 from Public Works Snow Removal to 15026 Washington Street Building Improvements/Repairs line item

It is also moved to approve entering into contract with Floor Crafters Home Services for the code work at 15026 Washington Street in the amount of \$2,610; for painting in the amount of \$3,600 to Floor Crafters Home Services; and for carpeting \$2,240 to Valley Floor Company; and for carpentry work \$3,475 to Floor Crafters Home Services

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Rebecca Bare, Councilwoman  
**SECONDER:** Steve Aitken, Councilman  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

#### C. Budget Revisions

Motion to adopt the following budget revisions, per the recommendations provided below:

Line Item	Current Balance	Adopted Budget	Amount Needed	Recommended Line Item
Museum Security System	\$577.50	\$270	\$325	Museum Office Supplies
Operating Expenses: Advertising	\$6,937	\$6,000	\$4,000	Operating Expenses: Audit
Operating Expenses: Printing & Reproduction	\$3,536	\$3,000	\$2,000	Operating Expenses: Worker's Compensation
Operating Expenses: Equip. Repairs/Maintenance	\$1,931	\$1,823	\$1,000	Operating Expenses: Postage
Professional Services: Building Official	\$33,242	\$18,000	\$38,800	Professional Services: Legal
Professional Services: Planner	\$10,980	\$11,025	\$4,000	Professional Services: Pass-thru fees
Professional Fees: Storm Water/Plan Review	\$8,274	\$2,800	\$8,500	Professional Services: Engineering
Travel & Ent./Lodging	\$2,466	\$1,500	\$1,000	Operating Expenses: Training/Education
Public Safety: Salaries	\$290,521	\$354,606	\$10,000	Personnel/Salaries & Wages: TH Staff
15026 Wash. St. Utilities	\$841	\$0	\$1,600	15000 Wash. St. (THB): Utilities
15026 Wash. St. Building Improvements/Repairs	\$767	\$0	\$1,000	Operating Expenses: Commissioner Admin Fee
15000 Wash. St. (Tenants): Janitorial Supplies	\$830	\$0	\$1,100	Operating Expenses: Commissioner Admin Fee
15000 Wash. St. (Tenants): Building Improvements/Repairs	\$6,882	\$3,500	\$5,000	Professional Services: Chief Financial Operator

15000 Wash. St. (Tenants): Building Materials	\$141	\$0	\$500	Professional Services: Engineering
15000 Wash. St. (Tenants): Cleaning	\$5,005	\$4,000	\$2,200	Professional Services: Chief Financial Operator
15000 Wash. St. (Tenants): Leasehold RE Tax	\$1,843	\$900	\$943	Operating Expenses: Commissioner Admin Fee
15000 Wash. St. (Tenants): Utilities	\$6,179	\$3,463	\$4,100	15000 Wash. St. (THB): Utilities
Town Owned Property: Signage	\$205	\$0	\$205	Professional Services: Engineering
15000 Wash. St. (THB): Building Improvements/Repairs	\$8,589	\$5,000	\$5,000	Professional Services: Engineering
15000 Wash. St. (THB): Cleaning	\$4,822	\$3,500	\$2,500	Professional Services: Pass- thru fees
15025 Wash. St: Utilities	\$3,077	\$3,090	\$500	15000 Wash. St. (THB): Utilities
Hulfish: Utilities	\$114	\$0	\$2,200	15000 Wash. St. (THB): Utilities

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Jay Tobias, Vice Mayor  
**SECONDER:** Rebecca Bare, Councilwoman  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

#### D. Award of Contract - Washington St. Phase IA Construction Holly Montague, Town Engineer

**RESULT:** TABLED [UNANIMOUS]  
**MOVER:** Jay Tobias, Vice Mayor  
**SECONDER:** Steve Aitken, Councilman  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

## 8. Department Reports

### A. Building Department Report Soil Consultants, Inc., Interim Building Official

#### B. Treasurer's Report - May 2013

Vice Mayor Tobias informs Council that one of the Town certificate of deposits is maturing. With no objection from Council, he plans to not renew the CD, but withdraw and deposit into the money market account so that those funds are available for use for the street scape construction.

Council has no objection to the transaction

Next budget work session is set for Thursday, May 16, 2013 at 7:30 pm

#### C. Police Report - May 2013 Chief James E. Roop

Tobias asks if we are keeping records of how often we respond to Wal Mart calls. The Chief responds that they keep a record of how many times they assist the county in general. The Chief will start keeping a specific record of responses to the Wal Mart Shopping Center.

#### D. Engineer's Report - Holly Montague

Ms. Montague has received unofficial information that the Town has been approved for the MAP-21 Grant Application that was submitted in March

#### E. Planner's Report - May 2013 Marchant Schneider

## 9. Agenda Items

### A. Mayoral Veto

Motion to override the Mayoral Veto of Resolution #20130401 pertaining to authorized check signers.

**RESULT:** ADOPTED [4 TO 1]  
**AYES:** Rebecca Bare, Katherine Harnest, Milt Kenworthy, Jay Tobias  
**NAYS:** Mary-Lou Scarbrough  
**ABSTAIN:** Steve Aitken

#### B. Town Hall Rental Policy Revision

Motion to approved the amended Town Hall Rental Policy with the correction to the fee at Harrover field, that fee should be \$100. In addition, the following wording should be added As subsection 6 "At times council may consider special waivers of the attached policy to include fees. Such waivers shall be voted on an approved by a majority of Council"

**Discussion:** *Please inform staff to draft a formal application for the waiver of the policy*

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Jay Tobias, Vice Mayor  
**SECONDER:** Milt Kenworthy, Councilman  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

#### C. Zoning Permit Applications

Motion that the Town Council approve Zoning Permit #20130322 for a Blacksmith shops, welding or machine shops, using manual/traditional processes to be located at 15161 Washington Street

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Jay Tobias, Vice Mayor  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

#### D. Haymarket Regional Food Pantry Request

**RESULT:** TABLED [UNANIMOUS]  
**MOVER:** Jay Tobias, Vice Mayor  
**SECONDER:** Milt Kenworthy, Councilman  
**AYES:** Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

#### E. Zoning Text Amendment - Amend B1 Zoning Marchant Schneider, Town Planner

Motion to adopt Zoning Text Amendment #20131221 with a change to item 8A (3) allowing for the possible waiver or assertion by the state that a turn lane is not warranted at the property, additionally, any wording the Town Planner and Town Attorney feel needs to be added.

**Discussion:** *Bare states that this is not a proper use for the B-1 District. Tobias reminds that we are trying to be somewhat compatible with the County, where this use is also allowed in the B-1. The Ordinance will be adopted in its final form at the May 16, 2013 Town Council meeting.*

**RESULT:** ADOPTED [5 TO 1]  
**MOVER:** Jay Tobias, Vice Mayor  
**SECONDER:** Milt Kenworthy, Councilman  
**AYES:** Aitken, Harnest, Scarbrough, Kenworthy, Tobias  
**NAYS:** Rebecca Bare

#### F. Ordinance to Adopt a Transient Occupancy Tax

## 10. Closed Session

#### A. Closed Session

Motion to enter into closed session pursuant to VA 2.2-3711

**A.1.** Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body. **Town**



### Planner and Town Attorney position

**A.3.** Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. **Old Post Office Lease Negotiations and the Hulfish House Lease;**

**A.7.** Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. **Daytime Playtime, Sherwood Forest, Payne Investigation, and Olde Towne Landscaping Contract**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jay Tobias, Vice Mayor
<b>SECONDER:</b>	Katherine Harnest, Councilwoman
<b>AYES:</b>	Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias, Leake

### B. Certification of the Closed Session

Motion certification of the closed session that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Steve Aitken, Councilman
<b>SECONDER:</b>	Rebecca Bare, Councilwoman
<b>AYES:</b>	Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias, Leake

#### Council Directives

Council directs Lisa Baird to enter into final contract negotiations with representatives from Vanderpool, Frostick, and Nishanian, pursuant to the proposed accepted contract terms in an effort for that firm to begin representing the Town as soon as possible.

Direct legal counsel to review the lease with Daytime Playtime and prepare written correspondence in response to their recent settlement offer dated May 6, 2013

Direct staff to look into other companies that submitted proposals in response to the Town's RFP for maintenance services for the Town

#### Hiring of Town Planner

Motion to hire Marchant Schneider as the Town's part-time planner and zoning administrator at a rate of \$40 per hour

**Discussion:** *Add to the motion that we will enumerate to Mr. Schneider all the powers and all the authority that he has currently been tasked with as a consultant, as it pertains to planning and zoning and code enforcement, Motion is amended to include this*

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Rebecca Bare, Councilwoman
<b>SECONDER:</b>	Katherine Harnest, Councilwoman
<b>AYES:</b>	Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

## 11. Councilmember Time

- A. Steve Aitken
- B. Rebecca Bare
- C. Katherine Harnest
- D. Mary Lou Scarbrough

E. Milt Kenworthy

**Vote of No Confidence**

Pursuant to §15.2-1102 of the Code of Virginia, which grants to the Mayors and Town Councils in their respective Towns all powers necessary or desirable to secure and promote the general welfare of the inhabitants of the municipality and the safety, health, peace, good order, comfort, convenience, morals, trade, commerce and industry of the municipality and the inhabitants thereof within the corporate limits of the municipality; and

Because I feel that Mayor David Leake has openly engaged in attempts to undermine the integrity and authority of the Haymarket Town Council by ignoring duly enacted motions, resolutions and ordinances of the Town of Haymarket; and

Because the Mayor continues to withhold information by refusing to return phone calls and emails on a timely basis; and

Because the Mayor has shown a blatant disregard for the truth when confronted by the Council, Citizens and the Newspaper reporters; and

Because I believe that his actions may have placed the Town of Haymarket in jeopardy of violating provisions of the Code of Virginia, Ordinances of the Town of Haymarket and/or other contractual provisions; and

Because multiple residents and business owners have requested that the Council take corrective action to address Mayor David Leake's egregious behavior; and

NOW, THEREFORE, BE IT RESOLVED for the reasons stated herein, that the Council finds that Mayor Leake has demonstrated behavior that is detrimental to the good government and welfare of the Town of Haymarket, its residents and businesses and has neglected his duties. Therefore the Council declares a "Vote of No Confidence" in Mayor David Leake

<b>RESULT:</b>	<b>DEFEATED [3 TO 4]</b>
<b>MOVER:</b>	Milt Kenworthy, Councilman
<b>SECONDER:</b>	Jay Tobias, Vice Mayor
<b>AYES:</b>	Rebecca Bare, Milt Kenworthy, Jay Tobias
<b>NAYS:</b>	Steve Aitken, Katherine Harnest, Mary-Lou Scarbrough, David Leake

F. James Tobias  
G. David Leake

**12. Motion to Adjourn**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Milt Kenworthy, Councilman
<b>SECONDER:</b>	Jay Tobias, Vice Mayor
<b>AYES:</b>	Aitken, Bare, Harnest, Scarbrough, Kenworthy, Tobias

Submitted:

Approved:

\_\_\_\_\_  
Jennifer Preli, Town Clerk

\_\_\_\_\_  
David Leake, Mayor



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TO: Town of Haymarket Town Council  
SUBJECT: Treasurer's Report  
DATE: 07/01/13

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**ATTACHMENTS:**

- Treasurer's Report - July 2013 (PDF)

Town of Haymarket  
 July 2013 Treasurer's Report  
 Year-End FY 2013 Budget vs. Actuals



	FY 2013	
	Current Budget	YTD Actuals
<b>General Fund REVENUE</b>		
General Property Taxes	\$339,163.00	\$343,669.00
Other Local Taxes	\$857,358.00	\$874,173.00
Permits, Fees, Licenses & Proffers	\$231,199.00	\$249,411.00
Fines & Forfeitures	\$70,000.00	\$85,307.00
Miscellaneous	\$13,296.00	\$10,828.00
Revenue from the Commonwealth	\$347,541.00	\$344,201.00
Proceeds from Insurance	\$0.00	\$0.00
Rental (Use of Property)	\$265,000.00	\$270,647.00
<b>Capital Fund REVENUE</b>		
Inter-Governmental (Capital Grants)	\$813,000.00	\$347,079.00
Transfer in Cash Reserves	\$197,808.00	\$0.00
<b>TOTAL REVENUE</b>	<b>\$3,134,365.00</b>	<b>\$2,525,315.00</b>

<b>General Fund EXPENDITURES</b>		
Administration	\$565,180.00	\$502,647.00
Police & Public Safety	\$618,765.00	\$585,931.00
Public Works (Includes buildings & grounds)	\$229,368.00	\$190,918.00
Contributions to other Entities (Proffers)	\$101,220.00	\$101,220.00
Legislative & Advisory	\$34,000.00	\$30,455.00
Museum	\$23,030.00	\$10,860.00
Adjustments & Transfers	\$88,889.00	\$6,400.00
Debt Service	\$238,567.00	\$230,795.00
Miscellaneous Expenditures	\$7,500.00	\$4,862.00
General Reserve	\$0.00	\$0.00
<b>Capital Fund EXPENDITURES</b>		
Washington Street Enhancement	\$936,000.00	\$365,206.00
Washington Street Cash Reserve	\$0.00	\$0.00
Major Building Repairs	\$214,881.00	\$208,782.00
Police Cruiser	\$34,965.00	\$35,000.00
Caboose Enhancement	\$42,000.00	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$3,134,365.00</b>	<b>\$2,273,076.00</b>



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TO: Town of Haymarket Town Council  
SUBJECT: Police Report  
DATE: 07/01/13

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**ATTACHMENTS:**

- Police Report (PDF)

**Town Police Statistics for  
March, April, & May 2013**

Activity	March	April	May	Total
Mileage	5773	4558	5308	15639
Warning Tickets	0	137	137	274
Parking Tickets	2	11	11	24
Uniform Traffic Summons	273	185	185	643
Criminal Felony	0	3	6	9
Criminal Misdemeanor	7	10	15	32
Reports	14	21	16	51
Complaints	326	400	407	1133
Accidents	0	8	6	14
Hours Worked	1159.5	1220	1204	3583.5

During the month of May the Haymarket Police Department staff participated in the following:

- May 11, 2013 Officer Shaver represented the department in Purcellville for their Public Safety Day.
- May 14, 2013 Chief Roop attended the Law Enforcement Memorial Service at the Middletown Academy.
- May 17, 2013 Officer J. M. Davis provided assistance for the National Bike To Work event.
- May 22, 2013 Officer J. T. Davis attended the Bull Run ASAP Advisory meeting.
- May 25, 2013 Chief Roop and Deputy Chief Breeden assisted Stephens City Police Dept. for their Heritage Festival.
- May 26, 2013 the department in conjunction with VA State Police and Prince William Sheriff's Dept. conducted a multi-jurisdictional DUI Checkpoint on Washington Street at Greenhill Crossing. Several Field Sobriety tests were conducted none of which resulted in arrest for DUI. There were a total of 286 vehicles checked and summons written for infractions.

Criminal Stats for May 2013  
Haymarket Police Department

1. Suspicious Person = 8
2. Shots fired = 3
3. Assist Fire and Rescue = 1
4. Larceny = 3
5. Suspicious Vehicles = 8
6. Disorderly = 1
7. Animal Calls = 3
8. Accidents = 9
9. Missing Juvenile = 1
10. Missing Person = 1
11. DUI = 1
12. Loud Music = 1
13. Traffic Obstruction = 2 (1 Cow in Road)
14. Found Property = 1
15. Drunk In Public = 3
16. Alarm Calls = 2
17. Assist PWC = 4
18. Assist VSP = 2
19. Abduction = 1
20. Domestic = 3
21. Call for Service at Wal-Mart = 1 (Animal Cruelty 10 min. on scene)
22. Drugs = 1
23. Suicide Threat = 1






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TO: Town of Haymarket Town Council  
 SUBJECT: Town Engineer Report  
 DATE: 07/01/13

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### **Enhancement Project Update**

The Contractor has started submitting the required documents in order to start the project (bond and insurance certification). The tentative date for issuing the Notice to Proceed is July 3, dependent on the Contractor obtaining the VSMP Permit (grading permit from DCR).

### **MAP 21 Grant**

At the June 19, Commonwealth Transportation Board (CTB) Meeting, the CTB finalized the selections for projects to receive MAP 21 Enhancement Grant Funding. The Town of Haymarket Enhancement Project received the additional \$285,000 that was tentatively allocated (attached).

The funds are available starting the beginning of the federal fiscal year and our VDOT project manager is working on revising the project agreement to reflect this increasing in Enhancement Funding.

### **Alexandra's Keep Drainage**

The Town Engineer met with DR Horton and their engineer to go over an exhibit they submitted to correct the drainage problems at the townhouses on the lower end of the Alexandra's Keep development. They are proposing to apply additional asphalt to the driveways to create a better defined channel across the driveways farther away from the building, install a rock lined swales to carry water between townhouses, re-grade the back yard and both side yards and modify the inlets in the backyard.

DR Horton is finalizing the revision to submit for formal review and approvals by the Town.

### **ATTACHMENTS:**

- Pages from Attachment\_Agenda\_Item\_6\_FY14\_Final\_TA\_Allocations (PDF)

## 2013 Final Transportation Alternatives Allocations (FY14)

Project Number	Sponsor	Applicant	Allocation Information	
<b>Northern Virginia</b>				
13060	Washington Area COG		project cost	\$0
	Northern Virginia Area TMA Balance Entry Account Amount to Allocate		request amount	\$0
			allocation	\$2,437,363
13034	Fairfax County	Fairfax County	project cost	\$3,223,000
	Continuation of a shared-use asphalt-paved trail along Gunston Road connecting the Pohick Bay Golf Course and the main entrance to Mason Neck State Park.		request amount	\$400,000
			allocation	\$400,000
13035	Fairfax County	Fairfax County	project cost	\$2,328,841
	Construction of a shared-use trail connecting the Occoquan Regional Park and the Laurel Hill Greenway. The proposed segment will be approximately 1850' in length with an 18' cross section, including a 10' shared use path, a 4' natural surface path and the appropriate clear zones for an ADA compliant shared use path.		request amount	\$400,000
			allocation	\$119,347
13005	Town of Vienna	Town of Vienna	project cost	\$415,409
	Pedestrian improvements at the station and W&OD trail crossing including sidewalks, curb ramps and crosswalks.		request amount	\$172,327
			allocation	\$172,000
13052	Town of Clifton	Town of Clifton	project cost	\$728,250
	Construction of sidewalks and related streetscape improvements along Main Street within the historic district improving safety and accessibility for pedestrians and enhancing the function of Main Street as a scenic and historic byway.		request amount	\$281,600
			allocation	\$281,000
13032	Town of Haymarket	Town of Haymarket	project cost	\$3,835,273
	Streetscape improvements along Washington Street including 5-foot on-street bike lanes on both sides of Washington Street, 5-foot brick sidewalks on both sides of Washington Street, curb, decorative street lighting, decorative street trees and related drainage items.		request amount	\$881,733
			allocation	\$285,000
13036	Town of Herndon	Town of Herndon	project cost	\$3,413,146
	Circulation and streetscape improvements including ADA curb cuts, brick sidewalks and crosswalks, planting beds and street trees, historic street lights and other traffic calming measures.		request amount	\$300,000
			allocation	\$150,000





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TO: Town of Haymarket Town Council  
SUBJECT: Town Planner Report  
DATE: 07/01/13

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The Town Planner will update the Town Council on the following items:

1. Permit Log (attached)
2. Recent site plan applications / amendments
3. 1-Mile Developments
4. Code Enforcement
5. General Town Inquiries

**ATTACHMENTS:**

- (2) Zoning Permits For Approval 07-01-13 (PDF)

Date Received	Zoning Permit #	Description of Use	Name of Applicant	Property Address	Date of Approval
5/29/2013	ZP20130529-D	Operation of church & church offices	Living Hope Church	14550 John Marshall Highway	6/19/2013
5/29/2013	ZP20130529-C	Relocating a portion of St. Paul's School to Pace West School	St. Paul's School	14550 John Marshall Highway	6/19/2013
6/10/2013	ZP20130610	12ft x 12ft 144 Sq. ft. ground level deck (10" h) w/ staircase	Josh & Julia Mattox	15008 Gossom Manor Place	6/19/2013
5/28/2013	ZP20130528	Fitness/ Zumba	Soundbox Fitness	15125 Washington St., Ste 200	6/19/2013
5/29/2013	ZP20130529-E	PWC Dept. of Parks & Rec. have used the fields at this location..	PWC Dept. of Parks & Rec.	14550 John Marshall Highway	6/19/2013
6/7/2013	ZP20130607	Business Sign	Contemporary Music Center	4410 Costello Way	
5/31/2013	ZP20130531	115 ft. length fence & 20 ft. x 12 ft.deck	Andrew McFadden	14966 Keavy Place	6/19/2013
5/31/2013	ZP20130531	4 ft. high black ornamental Aluminum Fence	Sean Engles	14963 Keavy Place	6/19/2013
6/4/2013	ZP20130604	St. Paul's Church - Signage	St. Paul's Church	6750 Fayette Street	



---

TO: Town of Haymarket Town Council  
SUBJECT: Building Official's Report  
DATE: 07/01/13

---

**ATTACHMENTS:**

- July 2013 Building Official Report (PDF)



June 22, 2013

The Honorable David Leake, Mayor & the Honorable Council Members of The Town of Haymarket,  
15000 Washington Street, Suite 100  
Haymarket, Virginia 20168

**Re: Monthly Building Code Compliance Inspection Report at  
The Town of Haymarket, Virginia**

Mr. Leake,

In accordance with your request, Soil Consultants Engineering Inc. (SCE) performed building code compliance inspections for the Town of Haymarket. The information contained in this report covers amounts and results of SCE’s inspections from the period of May 28, 2013 thru June 22, 2013. A synopsis of the construction inspections is as follows:

Building	25
Electrical	9
Mechanical	6
Plumbing	9
Finals	2
Rejections	12

The inspections above resulted with the issuance of two (2) Certificates of Occupancies.

Four (4) property condition inspections were conducted during this same time period.

One (1) Stop Work Order was issued to DR Horton for a framing conditions after issuing 6 rejections for the same violation over a period of more than 2 month. On Friday, the 21<sup>st</sup> of June, a warning was issued to DR Horton for failing to submit plans and Building Permits applications for two (2) addresses in Sherwood Forrest in violation of the VaUBC and 09IRC. DR Horton has been verbally made aware, as well as in writing, of the situation multiple times over more than a 30day period. Both violations involved structural changes that could affect the stability of the occupied homes. Once DR Horton was informed by writing that the “STOP WORK – FAILURE TO COMPLY” notices would be posted on the front door’s of the two residences after close of business on the 21<sup>st</sup>, the applications were received by Ms. Wilson with the ToH on Friday afternoon. They will be reviewed and process within the next several days for acceptance.

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

I am in the process of reviewing an the rejected inspection of a natural gas Hot Water Heater to which the permit applicant, **Fairfax Electric, Plumbing & Gas** of Annandale, VA refused and continues to refuse to be present for the inspection as required by various sections of the VaUBC, 09IRC, 09UPC and the 09UMC, as well as other civil and criminal violations. The contractor verbally refused to be present for the inspection both to the property owner and myself. The property owner is the person who contracted the company in question, so ultimately; he is responsible for the contractor’s actions concerning the actual safety of his residence. I conducted a cursory inspection, which was rejected for numerous code violations, but the contractor is required to conduct the safety tests dealing with the natural gas lines in the presence of the “Authority Having Jurisdiction”, i.e. building official. Additional actions are being reviewed to achieve compliance.

Applications submitted with-in the same time frame:

Building	6
Electrical	6
Mechanical	1
Plumbing	3

Of the submitted applications, three (3) were rejected for failing to supply required information then re-submitted by the applicants with the necessary information.

Six (6) Erosion & Sediment inspections have been conducted over the same time span. Some issues remain, but noticeable improvement is taking place.

I am currently reviewing four (4) requests for reviews to existing structures in the town’s boundaries. These project reviews range from a review of an existing plan set to the adding a patio café area to an existing business. These are ongoing and all in their early stages.

The Brian Henshaw, Town Manager, and myself met with Prince William County’s Fire Marshal’s officials on Thursday, June 20<sup>th</sup>. The meeting was very productive and clarified a number of issues. I am sure Mr. Henshaw will brief the council.

Should you have any additional questions, feel free to contact myself.

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Dan Lyons", written in a cursive style.

Dan Lyons, Building Inspector

Cc: Scott Smith, President  
Soil Consultants Engineering, Inc

Doug Smith, Vice President  
Soil Consultants Engineering, Inc

file




---

TO: Town of Haymarket Town Council  
 SUBJECT: Town Manager's Report  
 DATE: 07/01/13

---

**Fire Marshal Inspections:**

- On Thursday, June 20<sup>th</sup>, Dan Lyons (Acting Building Official) and I meet with the Prince William Fire Marshal's Office to discuss the fire inspections process for the Town.
- The main issue we discussed is getting an agreement in place to handle fire inspections for new construction for the Town.
- Back in February of this year Council took action to acknowledge the PW Fire Marshal Office as their Fire Marshal. This process was actually being done in all four Town's within Prince William County.
- During that time, the Town agreed to have PW Fire Marshal Office handle all annual inspections to existing structures. It was also determined that Town would need to enter into an MOU with regard to plan review and new construction inspection for commercial facilities.
- During that time it was determined that creating an MOU with the County led to logistical complications. All new construction inspections are filtered through the County's Building and Inspections Office and in that office they have a division that handles all plan review and inspections for new construction.
- In order for the Town to fall into this process we would need to consider turning over all plan review and inspections over to the county, which would delay the plan review and inspections within the Town up to 8 weeks, potentially. This is not efficient for the Town.
- I have included a "matrix" in your packet with this report that shows what is covered and what is not covered. This was provided by the PW Fire Marshal's Office.

**Recommendation:**

- In the mean time, we have come across a Professional Engineer in the field of Fire Engineering. He is a licensed PE in the state and can provide plan review and inspection for new construction.
- I intend on working out an agreement with Chip Carson, of Carson Associates, Inc who are Fire Protection Engineers and Code Specialists to perform Plan Review and Inspection on as needed basis
- The Fire Marshal's office is handling the routine annual inspections for the Town and we will be working together to establish a process and procedures for turning over new construction that have been issued Certificates of Occupancy over to them for annual inspections.
- Finally, now that this has been presented to us, I will begin to work out a more finalized agreement for handling all building inspection within the Town with Soil Consultants and these other entities.

**Creation of New Position:**

- I am recommending the creation of a new position of Part-Time Administrative Assistant/ Part - Time Museum Curator.
- This would be a full time position for the Town, but fulfills two separate needs.
- We can fully fund the position w/ proposed budget as advertised.
- I am recommending advertising this position as soon as possible as required to fulfill EOE responsibilities.
- I would like to interview and start this position as soon as possible.

**Treasurer Position:**

- The position has been advertised.
- So far we have yet to receive any inquiries, but we still have a week.
- I would ask the Council to appoint a sub-committee for me to work with for the review of the applications and initial interviews.
- I have been looking at a potential contingency plan by working with VML Finances division.
- I would like to go over this possibility with the sub-committee, if no applications are submitted and bring it back to the Council, if necessary if no applications for the position are submitted.

**Enhancement Grant- Streetscape Project:**

- I have been keeping in touch with Holly as we move forward setting up preliminary meetings prior to starting the project.
- We will be scheduling the Pre-Engineering meeting in the coming weeks, once we finalize the contract with the contractor.

**Meeting with Local Officials:**

- I have been busy setting up meetings with various local officials around the Town and throughout the County.

**Coordination of Town of Events:**

- I will be meeting with Gerry Kennedy this week to discuss the Car Show and upcoming events.
- It is my impression that we need to strengthen lines of communication with our event coordinators.
- I intend on making this a priority.
- I will work on scheduling pre and post meetings with event coordinators, the Chief or Deputy Chief and myself to go over any potential issues before the events and issues after each event.
- My intent is to make each event a success for all of Haymarket, those participating and for those who are not.

**Food Pantry:**

- I have not had the opportunity to meet with Pam Stutz yet to discuss the lease renewal.
- I will be scheduling a meeting with her this week and hope to have you all some information prior to the regular council meeting on Monday, July 1<sup>st</sup>.





---

TO: Town of Haymarket Town Council  
SUBJECT: Town Seal  
DATE: 07/01/13

---

The "Official Town Seal", has become extremely worn and is dated 1909, rendering the seal unable to make impression. That seal did not have any design, just wording.

Staff retained Grayson Design Partners to design a new Town Seal. We have provided you a draft of the design this evening.

It is the staff's recommendation that you adopt the attached resolution

**ATTACHMENTS:**

- RES20130701-1 Adoption of Town Seal (DOCX)
- Proposed Seal - TOH (PDF)

RESOLUTION #20130701-1

WHEREAS, The Town of Haymarket is a municipal corporation duly organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, The Town Council of the Town of Haymarket has deemed it in the public interest of the Town to adopt a seal; and

WHEREAS, The Town Council has determined that the seal should represent the historical significance of the Town's Museum as well as displaying the year the Town was established by the Virginia General Assembly

WHEREAS, The Official Town Seal shall be used in connection with all documents, records, publications and other business transactions of the Town;

NOW THEREFORE, BE IT RESOLVED:

That the following Seal is hereby established as the Official Town Seal of the Town of Haymarket, Virginia

Done this 1<sup>st</sup> Day of July, 2013

TOWN OF HAYMARKET, VIRGINIA

BY \_\_\_\_\_  
David Leake, Mayor



ATTEST:

\_\_\_\_\_  
Jennifer Preli, Town Clerk

Voting Aye:  
Voting Nay:  
Abstaining:  
Absent:

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)






---

TO: Town of Haymarket Town Council  
 SUBJECT: Jefferson Street Functional Reclassification  
 DATE: 07/01/13

---

### Background

VDOT is currently in the process of examining and revising the functional classification of the roads in their network. All roads are classified according to their use and traffic demand based on Federal Guidelines. This classification determines if the road is considered urban or rural, it sets the design speed ranges, and it sets the geometry for the road (lane widths, shoulder widths, curb and gutter requirements, curvature allowed, grades allowed, etc).

The draft VDOT plan is to reclassify Old Carolina Road/Jefferson Street from a Local/Unclassified Road to an Urban Collector Road. A Local/Unclassified Road provides a higher degree of access but lower travel mobility-flow. A Collector provides a mixture of access and mobility for through movement and access. This change in classification would make Old Carolina Road/Jefferson Street more consistent with the Town of Haymarket Comprehensive Plan, the Prince William County Comprehensive Plan and the actual function and use of the road.

The only difference in geometry between a Local/Unclassified Road and an Urban Collector road is that the minimum lane width on a Local Road is 10' while on an Urban Collector the minimum lane width is 11'. Currently, Old Carolina Road/Jefferson Street has a range of lane widths from 10' to 12'.

In addition, a Local/Unclassified Road has a maximum *design* speed of 30 mph and an Urban Collector has a maximum *design* speed of 35 mph. The *posted* speed is typically lower than the *design* speed. It should be noted that VDOT is currently designing the Old Carolina Bridge that is part of the I-66 widening for a *design* speed of 35 mph.

Another difference is that a Collector Road is eligible for federal funding programs that Local/Unclassified Roads are not eligible. Specifically, changing the classification will make federal funding available to VDOT for the shared use path that the Town requested be extended off of the bridge.

### VDOT Request

There is currently no timeline for the VDOT adoption of a revised classification on Old Carolina Road/Jefferson Street. VDOT is requesting that both Prince William County and the Town of Haymarket pass resolutions requesting the reclassification of Old Carolina Road/Jefferson Street (and Catharpin Road in Prince William County) from a Local/Unclassified Road to an Urban Collector Road in order to speed up VDOT's adoption of this change. If VDOT is able to expedite the change in the classification of this road, it will make additional federal funding available to VDOT for the widening of Old Carolina Road/Jefferson Street and the additional shared use path requested by the Town that is part of the I-66 widening project.

VDOT has stated that Prince William County has already proceeding with this request for reclassification.

Staff Recommendation:

Since there is no fiscal impact to the Town, VDOT is already in the process of changing the classification and this request will open up funding to pay for the extension of the shared use path that the Town requested, staff recommends that Town Council pass a resolution requesting VDOT change the classification of Old Carolina Road/Jefferson Street from a Local/Unclassified road to a Urban Collector road.

**ATTACHMENTS:**

- RES20130701-2 Jefferson Street Classification (PDF)

RESOLUTION 20130701-2

RESOLUTION OF THE HAYMARKET TOWN COUNCIL TO REQUEST THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECLASSIFY OLD CAROLINA ROAD/JEFFERSON STREET FROM A LOCAL/UNCLASSIFIED ROAD TO A COLLECTOR ROAD IN THE STATE'S FUNCTIONAL CLASSIFICATION SYSTEM –GAINESVILLE MAGISTERIAL DISTRICT

WHEREAS, Old Carolina Road/Jefferson Street (Route 703) is identified as an overburdened north-south route potentially serving as a reliever road for Route 15 in the Town of Haymarket Comprehensive Plan; and

WHEREAS, Old Carolina Road/Jefferson Street (Route 703) is currently classified as a local/unclassified road in the Virginia Department of Transportation (VDOT) Function Classification System; and

WHEREAS, Old Carolina Road/Jefferson Street (Route 703) connects two primary roads and functions as a collector; and

WHEREAS, the VDOT Northern Virginia District staff has recommended that the Town request the changing of the functionality of Old Carolina Road/Jefferson Street (Route 703) from local/unclassified to collectors; and

WHEREAS, if the Town of Haymarket Town Council approves this request, it will be put on the agenda of the Commonwealth Transportation Board for its consideration; and

WHEREAS, in any reclassification of roadway, the Town of Haymarket asks that all existing access and any existing improvement projects be grandfathered to allow prior classification standards;

NOW, THEREFORE, BE IT RESOLVED that the Haymarket Town Council does hereby request the Virginia Department of Transportation to reclassify Old Carolina Road/Jefferson Street (Route 703) from a local/unclassified road to a collector road in the State's Function Classification System in the Gainesville Magisterial District.

Done this 1<sup>st</sup> Day of July, 2013

TOWN OF HAYMARKET, VIRGINIA

BY \_\_\_\_\_  
David Leake, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Preli, Town Clerk  
Voting Aye:  
Voting Nay:  
Abstaining:  
Absent:

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)




---

TO: Town of Haymarket Town Council  
 SUBJECT: Town Center Master Plan  
 DATE: 07/01/13

---

The consultant and focus group have finalized the Haymarket Town Hall Master Plan and will present the Plan to the Town Council on July 1, 2013. The Master Plan provides several layout concepts as well as façade treatments. It is anticipated that the Town Council, Planning Commission, and Architecture Review Board will recommend preferred elements of each concept plan / façade treatment during their respective review of a site plan design. It is recommended that the Town Council accept the Master Plan and direct staff to pursue funding strategies for the design phase of the Master Plan.

#### BACKGROUND

In the fall of 2012 the Town Council awarded a contract to J2 Engineers, Inc. and Land Planning and Design Associates, Inc., to create a Town Center Master Plan to assist the Town in methodical approach to site and facade improvements to the Town Hall Center. A focus group made up of the Town Engineer, Town Planner, and Councilwoman Bare assisted the consultants in developing the plan.

As noted in the Master Plan, the objective of the Master Plan was to develop three site Concept Plans to give the Town of Haymarket options and flexibility to accomplish the following goals:

- Improve vehicular circulation focusing on limiting or significantly inhibiting cut through traffic
- Define and improve pedestrian circulation both in and around the site.
- Mitigate stormwater management through a series of Best Management Practices (BMP) measures allowing for the site runoff to be collected on-site and discharged to existing outfalls offsite.
- Enhance the landscape concept to complement the stormwater solution and provide a primary and secondary landscape to the public spaces.
- Suggest and identify potential Low Impact Development measures to treat on-site runoff
- Enhance the Town Square with landscape and site furnishings
- Provide guidance for architectural improvements to break up the building façade and to provide definition between tenants and uses.
- Maintain or increase available site parking.\
- Identify potential funding sources for follow-on phases of development of the Town Hall Master Plan

#### DRAFT MOTION(S)

- 1.a. I move that the Town Council adopt the Town Hall Center Master Plan;  
 and

- 1.b. I further move that the Council direct staff to create a tentative work plan for implementation of the Master Plan and identify potential funding strategies for the design phase of the Master Plan.

OR

2. I move an alternate motion

**ATTACHMENTS:**

- Final Town Hall Master Plan 062313 (PDF)



# Town of Haymarket

## Town Hall Master Plan

July 1, 2013

Prepared for:

**Town of Haymarket**

15000 Washington Street, Suite 100  
Haymarket, Virginia 20168  
703.753.2600 (Phone)  
703.753.2800 (Fax)

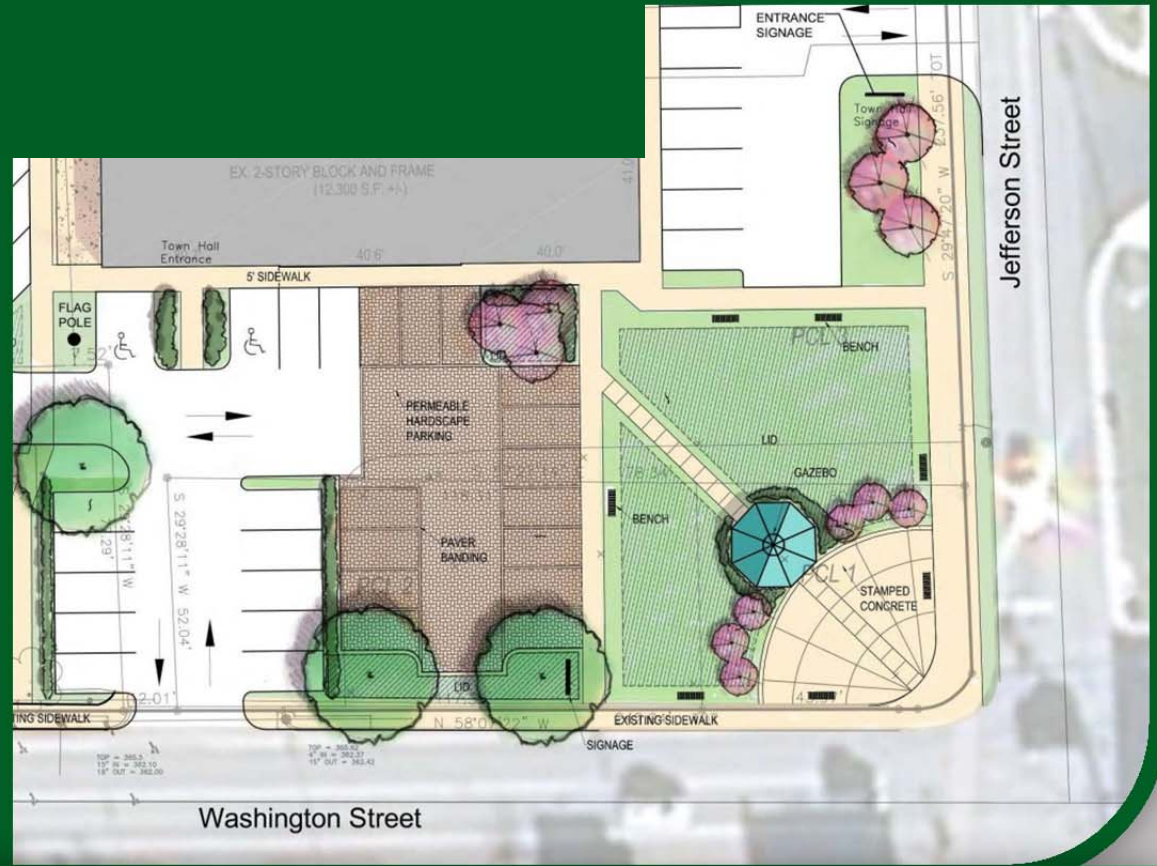
Prepared by:

**J2 Engineers, Inc.**

4080 Lafayette Center Drive, Suite 330  
Chantilly, Virginia 20151  
703.361.1550

**Land Planning & Design Associates, Inc.**

46169 Westlake Drive, Suite 340  
Sterling, VA 20165  
703.437.7907



## Acknowledgments

The Haymarket Town Council adopted the Town Hall Master Plan on July 1, 2013.

### Mayor

David Leake

### Vice Mayor

Jay Tobias

### Town Council

Rebecca Bare

Katherine Harnest

Mary Lou Scarbrough

Milt Kenworthy

Steve Aitken

### Town Hall Master Plan Steering Committee

Rebecca Bare, Councilwoman

Holly Montague, Town Engineer

Marchant Schneider, Town Planner

### Consultants

J2 Engineers, Inc.

James C. Bishoff, PE, Project Manager

Land Planning & Design Associates, Inc.

Zachary Lette, ALSA, L/A Task Leader



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Attachments



### Overview and Existing Conditions

The Town of Haymarket secured the services of J2 Engineers, Inc. (J2) and Land Planning and Design Associates, Inc. (LPDA) to develop concept plans for the revitalization of the Town Hall property.

The Town Hall is an existing 12,300 SF building that features government and private offices, and retail shops within an existing brick clad frame structure. The approximate 1.50 acre site is comprised of five parcels, 5,341-sf, 6,042-sf, 3,003-sf, 12,552-sf and 38,426-sf. The parcels are currently zoned B-1. The site includes three (3) accessory structures: 2 wood frame structures and an approximate 4,200SF 2-story frame structure that currently serves as office space. The two wood frame structures are known as the George Andrew Hulfish House (1874) is approximately 1,440SF and the Old Post Office (1885) is approximately 1,300SF. Both structures underwent renovation in 2011/2012 and are currently being leased by the town.

Like a lot of Towns in Northern Virginia, Haymarket is plagued with high traffic volumes during the morning and evening rush hours. Virginia Route 55, Washington Street serves as the main artery through the Town with Jefferson Street connecting the historic area of Town to new residential developments north and south. Jefferson Street

is one of only two crossings of Interstate 66 between the US 15 and 29 interchanges, Haymarket and Gainesville respectively, making it a popular choice for local traffic wanting to avoid those interchanges during rush hour.

The Town Hall site is located adjacent at the NW corner of Washington Street and Jefferson Street at a signalized intersection. During peak hour times, the back up at the signal makes the Town Hall property an attractive cut-through for travelers wishing to avoid the signal.

Additionally the Town Hall site has significant drainage issues. The rear of the Town Hall structure is prone to flooding in moderate rain events. The site is flat and the finished floor elevations of the primary building in relationship to the parking area will not allow proper drainage around the building.

Finally, the site is nearly completely paved with the exception to a grassy area that serves as the Town Green on the corner of Washington Street and Jefferson Street. Parking spaces are somewhat un-organized and un-defined with speed bumps to deter cut-through traffic and pavement markings being utilized currently.



July 1, 2013



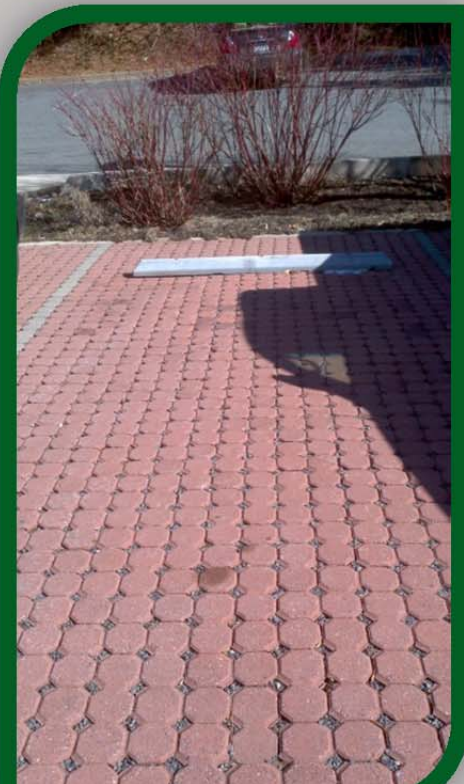
Site Location

July 1, 2013

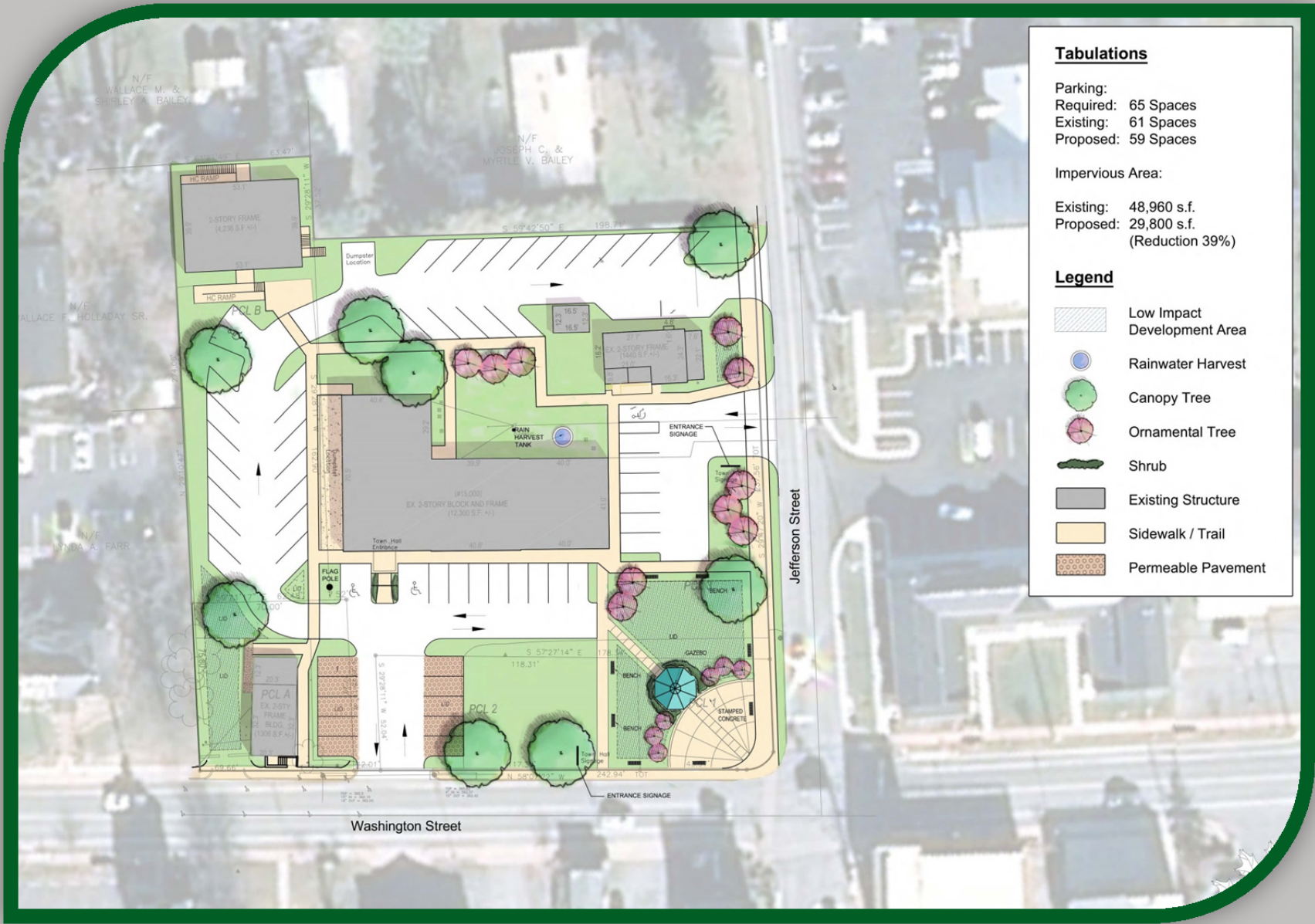
## Goals and Objectives

The objective of the Master Plan was to develop three site Concept Plan that gave the Town of Haymarket options and flexibility to accomplish the following goals:

- Improve vehicular circulation focusing on limiting or significantly inhibiting cut through traffic
- Define and improve pedestrian circulation both in and around the site.
- Mitigate stormwater management through a series of Best Management Practices (BMP) measures allowing for the site runoff to be collected on-site and discharged to existing outfalls offsite.
- Enhance the landscape concept to complement the stormwater solution and provide a primary and secondary landscape to the public spaces.
- Suggest and identify potential Low Impact Development measures to treat on-site runoff. These measures are subject to final engineering.
- Enhance the Town Square with landscape and site furnishings
- Provide guidance for architectural improvements to break up the building façade and to provide definition between tenants and uses.
- Maintain or increase available site parking.



July 1, 2013



**Tabulations**

Parking:  
 Required: 65 Spaces  
 Existing: 61 Spaces  
 Proposed: 59 Spaces

Impervious Area:  
 Existing: 48,960 s.f.  
 Proposed: 29,800 s.f.  
 (Reduction 39%)

**Legend**

- Low Impact Development Area
- Rainwater Harvest
- Canopy Tree
- Ornamental Tree
- Shrub
- Existing Structure
- Sidewalk / Trail
- Permeable Pavement

**One-way Concept Plan - Option A**

July 1, 2013

## One-way Concept Plan – Option A

(Attachment A)

### Site Access

This concept represents one-way site circulation that utilizes the existing entrance from Washington Street and circulates the vehicular moves, north, around the Town Hall and existing on Jefferson Street. Visitors to the site can use parking in front of the Town Hall and can exit back onto Washington Street.

This option reduces the amount of parking spaces, while providing more green space adjacent to the town green along Washington Street.

### Pedestrian Facilities

This concept utilizes the existing sidewalk on Washington Street and creates a pedestrian facility on the west side of Jefferson Street. The proposed sidewalk/trail along Jefferson Street may require a VDOT waiver prior to construction. This will depend on the type of facility being proposed.

The on-site pedestrian network provides connection all the proposed parking areas to the existing structures and provides walkers five points of access to the local pedestrian facilities.

### Drainage and Stormwater Management

This concept proposes to reduce the existing site impervious area by 39%. The site should design a closed drainage system to collect runoff from behind the Town Hall and convey it to one of the two existing outfalls located along Washington Street and Jefferson Street. Surface runoff should be directed to proposed bioretention and pervious pavement areas. Those systems should be designed in a manner that would allow the overflow to enter into the close drainage system and outfall.

### Low Impact Development

However, the reduction of the impervious area is the first step in retrofitting LID measures on the Town Hall site.

This concept identifies use of Rain Harvesting tank for irrigation of the open space at the back of the Town Hall; bioretention area at the corners the parking bays; permeable pavers/pavement in the parking areas, rain gardens around the town greens area and adjacent to the Old Post Office and Hulfish House.

Low Impact Development suggestions will be discussed on page 12.

### Landscaping and Site Furnishings

The concept proposes site signage on both Washington Street and Jefferson Street and suggests a location for a flag pole near the entrance to the Town Hall.

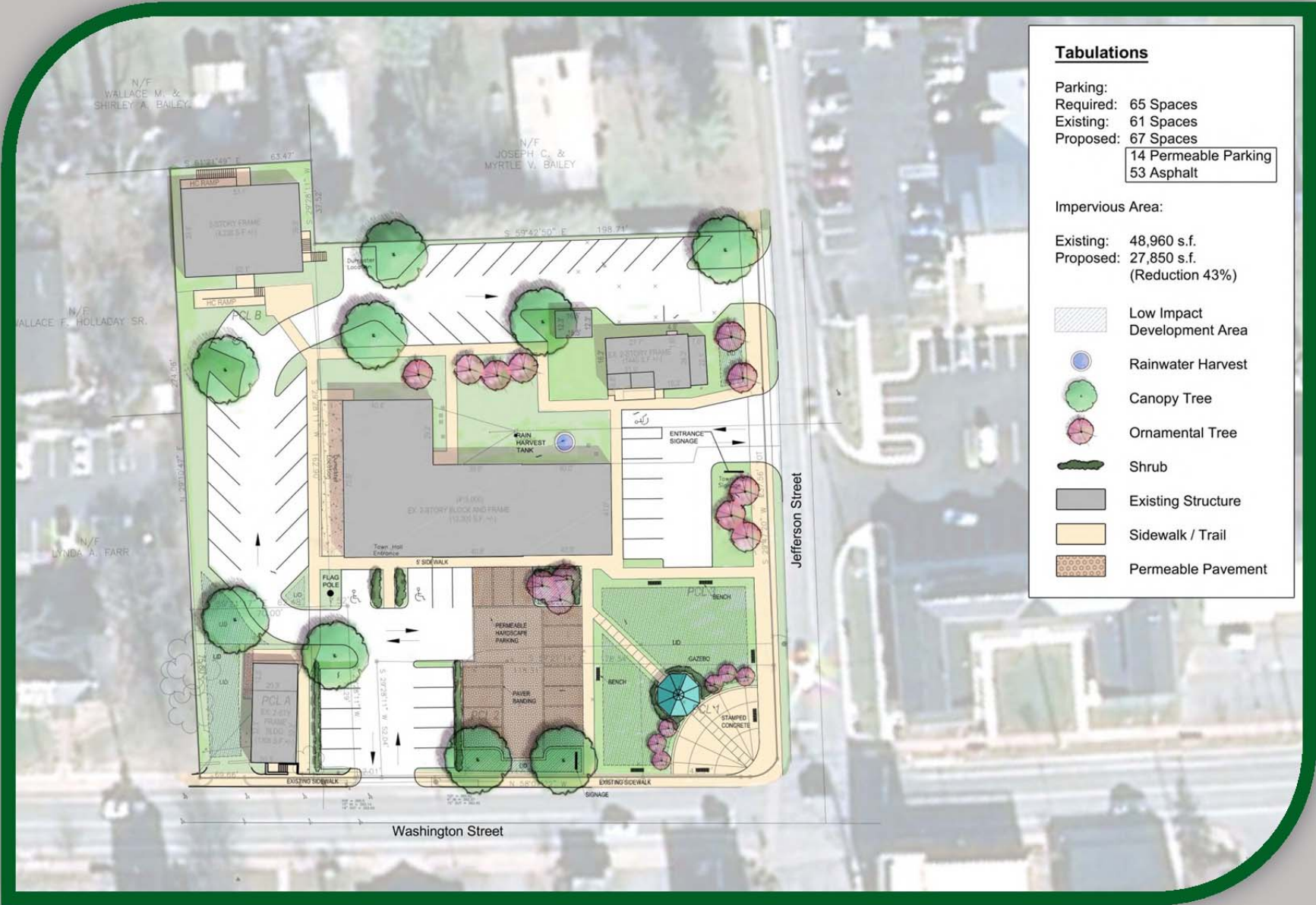
The concept identifies a gazebo, benches and hardscapes at the Washington Street/Jefferson Street intersection.

Screening should be investigated if the trash area is to remain along the west wall of the Town Hall structure. A dumpster location has also been identified at the back of the site.

### Parking

The site requires 65 parking spaces and currently there are estimated to be 61 spaces. This concept proposes 59 spaces.





**Tabulations**

Parking:	
Required:	65 Spaces
Existing:	61 Spaces
Proposed:	67 Spaces
	14 Permeable Parking
	53 Asphalt

Impervious Area:	
Existing:	48,960 s.f.
Proposed:	27,850 s.f.
	(Reduction 43%)

- Low Impact Development Area
- Rainwater Harvest
- Canopy Tree
- Ornamental Tree
- Shrub
- Existing Structure
- Sidewalk / Trail
- Permeable Pavement

# One-way Concept Plan ~ Option B

July 1, 2013

**One-way Concept Plan – Option B**

(Attachment B)

**Site Access**

This concept is similar to Option A that represents one-way site circulation that utilizes the existing entrance from Washington Street and circulates the vehicular moves, north, around the Town Hall and existing on Jefferson Street. Visitors to the site can use parking in front of the Town Hall and can exit back onto Washington Street.

**Parking**

The site requires 65 parking spaces and currently there are estimated to be 61 spaces. This concept proposes 67 spaces.

This option decreases the amount of green space and introduces 14 additional permeable parking spaces for overflow parking. These

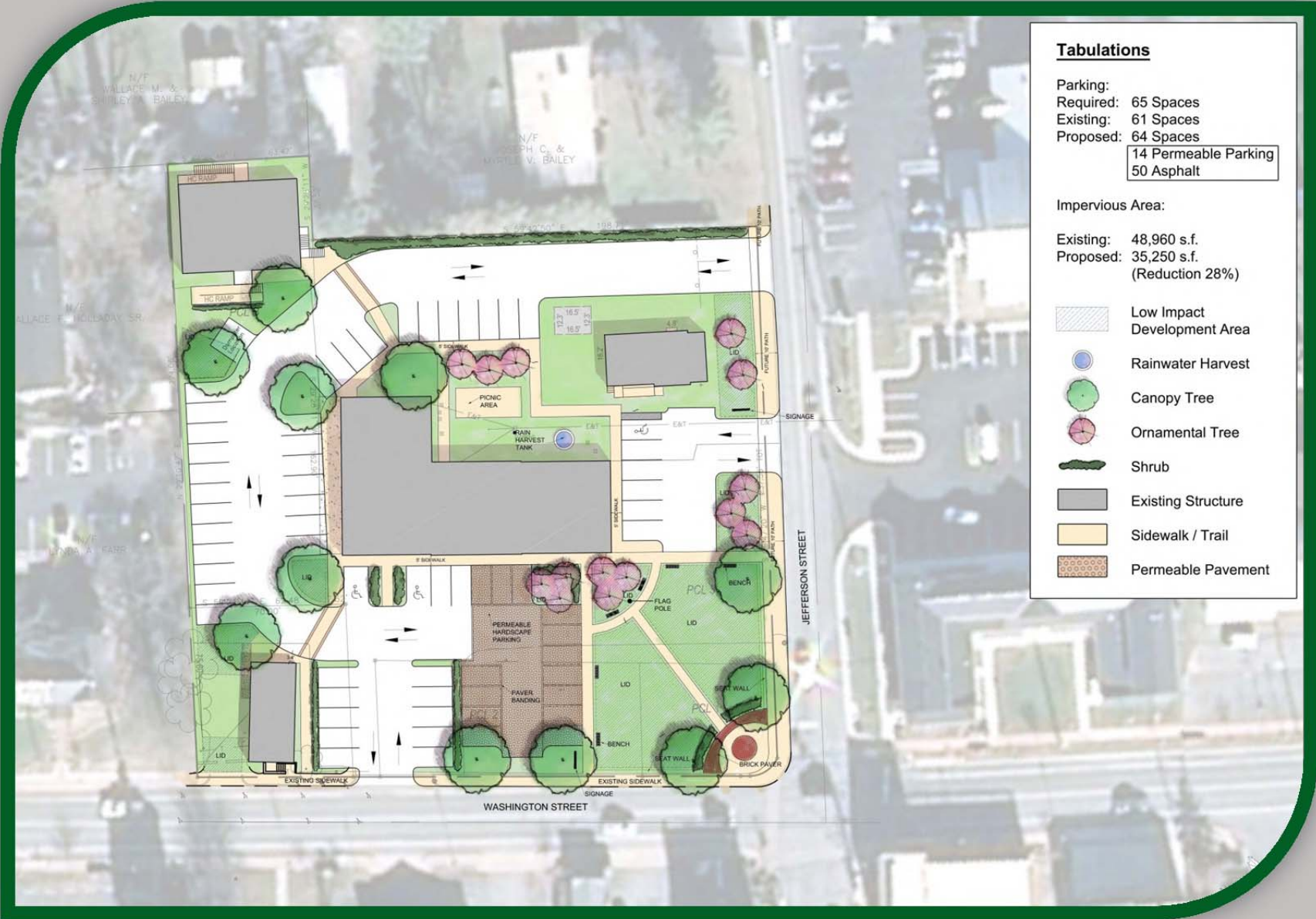
spaces can be designed in a manner to promote the growth of grass or vegetation when not in use and can be used for day to day parking.

As this concept moves to the engineering phase, there should be special considerations given to an irrigation system to enhance growth of the grasses within the permeable parking spaces.

Below are images of products which represent permeable paving alternatives.



July 1, 2013



### Two-way Concept Plan

July 1, 2013

## Two-way Concept Plan

(Attachment C)

### Site Access

This concept represents two-way site circulation that utilizes the existing entrance from Washington Street and circulates the vehicular moves, north, around the Town Hall to an entrance on Jefferson Street.

This option includes elevated crosswalks between the Old Post Office build and the Town Hall, as well as on proposed between the Town Hall and the structure in the northwest corner of the sight. The crosswalks are proposed as traffic calming measures and discourage cut-through movements from Jefferson Street to Washington Street.

### Pedestrian Facilities

This concept utilizes the existing sidewalk on Washington Street and creates a pedestrian facility on the west side of Jefferson Street. The proposed sidewalk/trail along Jefferson Street may require a VDOT waiver prior to construction. This will depend on the type of facility being proposed.

The on-site pedestrian network provides connection all the proposed parking areas to the existing structures and provides walkers five points of access to the local pedestrian facilities.

### Drainage and Stormwater Management

This concept proposes to reduce the existing site impervious area by 39%. The site should design a closed drainage system to collect runoff from behind the Town Hall and convey it to one of the two existing outfalls located along Washington Street and Jefferson Street. Surface runoff should be directed to proposed bioretention and pervious pavement areas. Those systems should be designed in a manner that would allow the overflow to enter into the close drainage system and outfall.

### Low Impact Development

However, the reduction of the impervious area is the first step in retrofitting LID measures on the Town Hall site.

This concept identifies use of Rain Harvesting tank for irrigation of the open space at the back of the Town Hall; bioretention area at the corners the parking bays; permeable pavers/pavement in the parking areas, rain gardens around the town greens area and adjacent to the Old Post Office and Hulfish House.

Low Impact Development suggestions will be discussed on page 12.

### Landscaping and Site Furnishings

The concept proposes site signage on both Washington Street and Jefferson Street and suggests a location for a flag pole between the two parking areas.

The concept identifies sitting walls along Washington and Jefferson Streets. This concept has added a picnic area at the back of the Town Hall

A dumpster location has also been identified at the back of the site. Consideration shall be given to screening types that should not impede two-way circulation.

### Parking

The site requires 65 parking spaces and currently there are estimated to be 61 spaces. This concept proposes 64 spaces of which 14 are identified as permeable parking spaces.

**Low Impact Development Concepts**

The design of a LID parking lot begins with a thorough site analysis taking into consideration existing conditions such as site grades, existing structures and outfalls. Using this information, the LID parking lot design was developed in an efficient layout that reduces impervious surfaces and uses site grading to direct runoff to proposed landscaped areas where LID strategies can be utilized. This study has attempted to

identify LID types and locations to simplify the retro-fit process at the site plan stage.

Bioretention and pervious pavements are the most common LID features utilized for parking lot stormwater management. Bioretention facilities can be configured in nearly any shape and pervious pavements come in a variety of styles, colors and finishes making them flexible ways to achieve the desired performance.



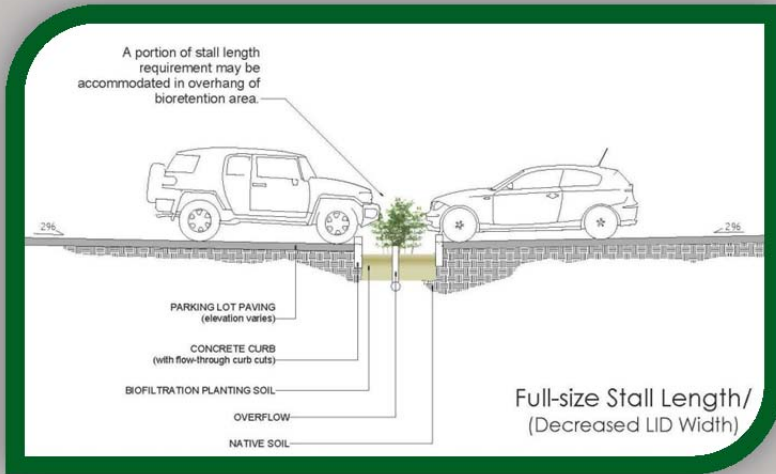
**Bioretention swales:**

Bioretention swales are long and narrow with a gradual longitudinal slope that conveys stormwater. Rain gardens have a flat bottom with sloped sides and can be designed in many shapes and sizes.

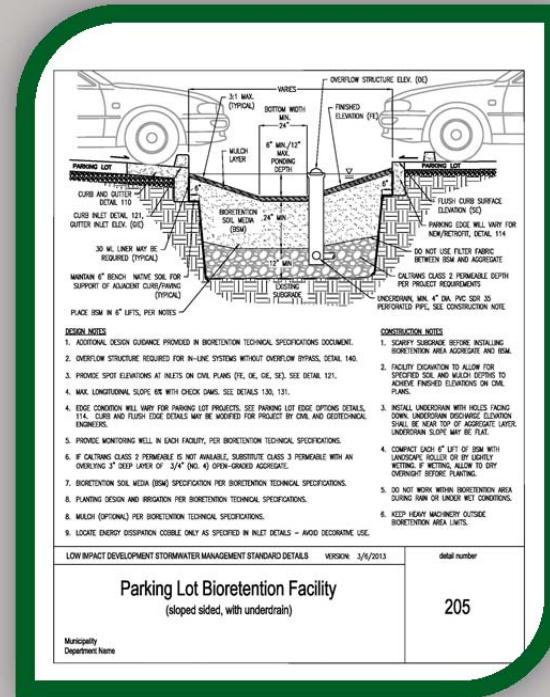


**Bioretention Planter**

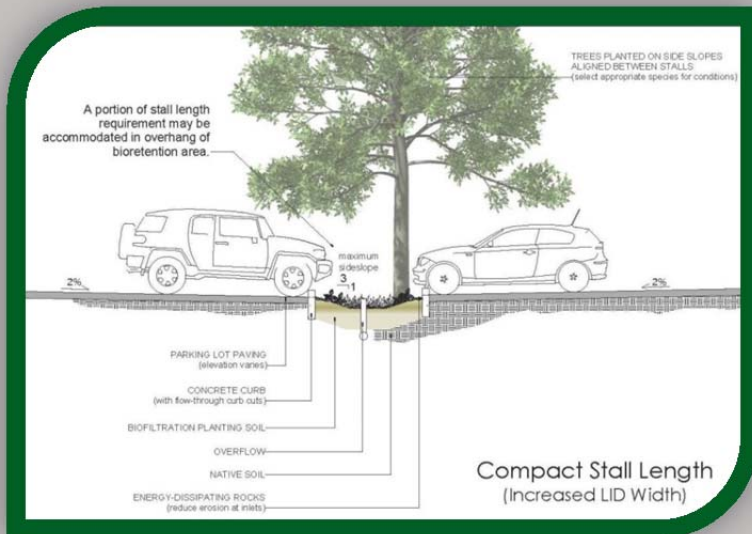
Bioretention or stormwater planters: Small, contained bioretention areas where treated stormwater is infiltrated into the ground (Infiltration Planter) or, discharged to a traditional stormwater drainage system (Flow-Through Planter). Bioretention planters are flat bottomed with consistent soil depth and inundation across the planter. They are often used where space is limited.



Bioretention Detail 1



Bioretention Detail 3



Bioretention Detail 2

**Rainwater Harvesting**

Rainwater harvesting is the capture, diversion, and storage of rainwater for landscape irrigation and other uses. This section of the plan will outline rain harvesting for landscape uses because they:

Rainwater harvesting can reduce the use of drinking water for landscape irrigation. Water harvesting not only reduces dependence on groundwater and the amount of money spent on water, but it can reduce onsite flooding.

Rainwater is the best source of water for plants because it is free of salts and other minerals that can be harmful to root growth.

Rainwater harvesting can be incorporated into the landscaping of the Town Hall site plan. The limitations of water harvesting systems are few and are easily met by good planning and design.

This concept will be evaluated at time of final engineering.



### Landscape and Green Space Design

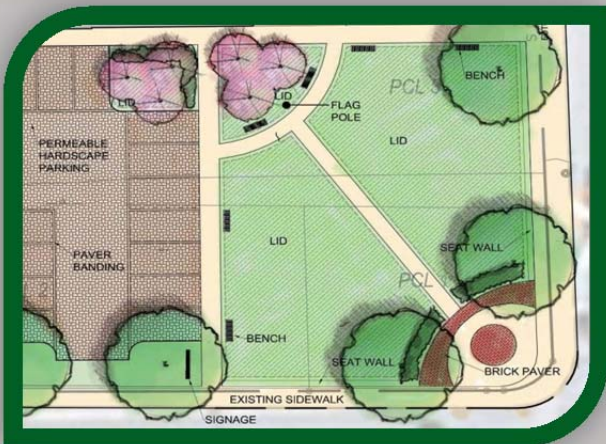
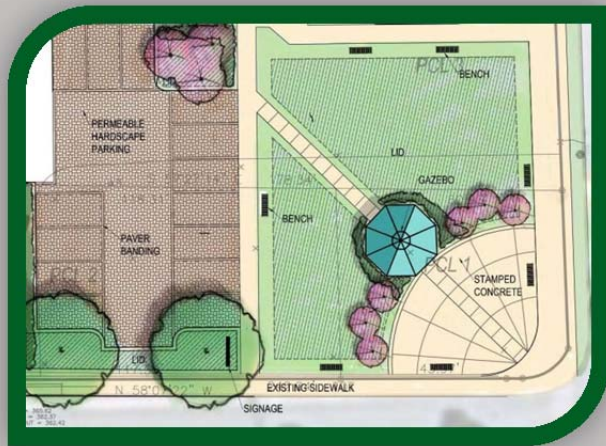
As mentioned in the analysis and goals the site has limited grade making stormwater management a challenge. The proposed concepts utilize BMP and Low Impact Development features in landscape areas to treat runoff. These areas were designed to fit into the landscape and green space areas to enhance the site visually and functionally. Canopy and understory trees will flank building and parking spaces providing for shade and visual breaks in the building facades.

The town green concept formalizes a central meeting space for the Town Hall property. This space can be used to host festivals, concerts

and Town events. All of the concept development plans allow for open areas: turf and hardscape, small structures, site furnishings and convertible spaces that can be used for overflow parking and events.

It is the intention of the design that the town green be a keystone feature of the property and an icon for the Town.

At the engineering stage, special attention is required to regrade the public area behind the town hall to eliminate site flooding. The design may require modifications to the rear entrance into the building to promote drainage.



Public area and rear entrance location behind the Town Hall



## Architecture

The existing building houses a number of retail, office and government uses on two floors. The existing building lacks any type of breaks in the building facades making wayfinding and the definition of space challenging. The goal of the Concept Plan is to provide illustrations and graphics as a guideline for the Town in pursuing building improvements. The goal is to provide independent entrance looks to the building and to give it the appearance of 3 to 4 separate façade

designs. The team was also tasked with making the Town Hall government function of the building look more like a government building. This was accomplished with suggesting dormers, porticos, porches, lighting, masonry upgrades, and painting with color schemes that complemented other areas of the building and other buildings in Town.





## Funding and Implementation

There are a number of funding strategies for developing the property proposed in the Concept Plans including:

- Community Development Block Grants (CDBG)
- Department of Environmental Quality (DEQ) grants for stormwater improvements
- MAP – 21 Transportation Enhancements Grants

The Town should also pursue assistance from groups like the Virginia Downtown Development Association (VDDA) and Metropolitan Washington Council of Governments (MWCOG).

The Town may also consider funding portions of the project through their Capital Improvements Program and proffer contributions for developments entering the community.

A phased approach should be considered to implement the suggested strategies.

This plan should serve as supporting documentation when applying for grants and funding of these improvements



July 1, 2013



# Attachments




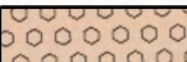


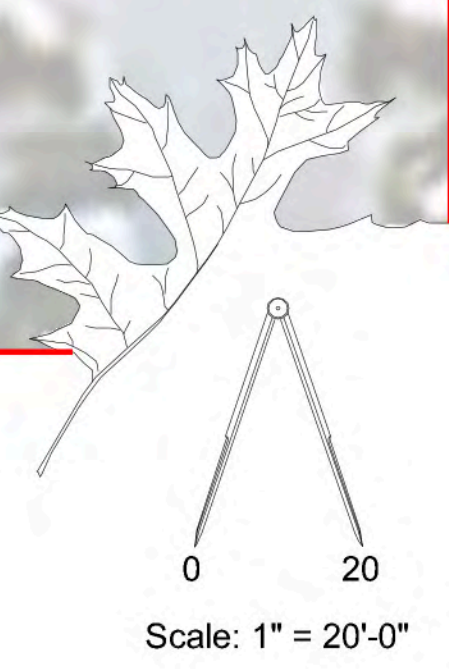
**Tabulations**

Parking:  
 Required: 65 Spaces  
 Existing: 61 Spaces  
 Proposed: 59 Spaces

Impervious Area:  
 Existing: 48,960 s.f.  
 Proposed: 29,800 s.f.  
 (Reduction 39%)

**Legend**

-  Low Impact Development Area
-  Rainwater Harvest
-  Canopy Tree
-  Ornamental Tree
-  Shrub
-  Existing Structure
-  Sidewalk / Trail
-  Permeable Pavement







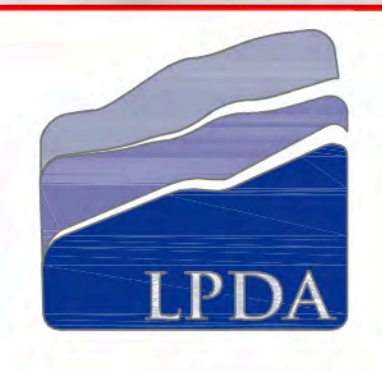
**Tabulations**

Parking:	
Required:	65 Spaces
Existing:	61 Spaces
Proposed:	67 Spaces
	14 Permeable Parking
	53 Asphalt

**Impervious Area:**

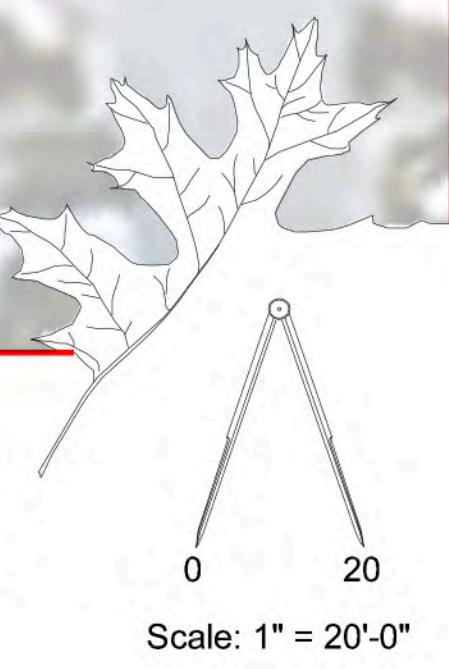
Existing:	48,960 s.f.
Proposed:	27,850 s.f.
	(Reduction 43%)

-  Low Impact Development Area
-  Rainwater Harvest
-  Canopy Tree
-  Ornamental Tree
-  Shrub
-  Existing Structure
-  Sidewalk / Trail
-  Permeable Pavement



Town of Haymarket  
**Haymarket Town Hall**  
 Haymarket, Virginia

Date: March 2013  
*One-Way Conceptual Plan - Option B*





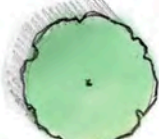
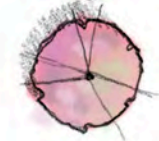






**Tabulations**

Parking:  
 Required: 65 Spaces  
 Existing: 61 Spaces  
 Proposed: 64 Spaces

14 Permeable Parking
50 Asphalt

Impervious Area:  
 Existing: 48,960 s.f.  
 Proposed: 35,250 s.f.  
 (Reduction 28%)

-  Low Impact Development Area
-  Rainwater Harvest
-  Canopy Tree
-  Ornamental Tree
-  Shrub
-  Existing Structure
-  Sidewalk / Trail
-  Permeable Pavement







Before








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TO: Town of Haymarket Town Council  
 SUBJECT: Rose Investments, LLC - Request to Council  
 DATE: 07/01/13

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**Terry O'Grady, representing Rose Investments, LLC, has submitted a request to permit temporary occupancy of a recreation use at 6630 James Madison Highway during review of requisite site plans (preliminary and final) and subsequent construction of required improvements. Mr. O'Grady is petitioning the Council on behalf of Bull Run Academy of Gymnastics (see attached narratives).**

#### BACKGROUND

In November 2012, the Town Council approved temporary occupancy requests at 6612 James Madison Highway and 6630 James Madison Highway. The two property owners proposed to relocate Synder Baseball from 6612 James Madison Highway ("Lomardozzi Building") to 6630 James Madison Highway ("Rose Building"). Existing tenants within the Lomardozzi building were to expand into the space vacated by Snyder Baseball. An interim parking plan identified parking within a shared access easement between the two buildings for use by Synder Baseball and existing tenants within the Rose Building. Both properties required improvements in conjunction with the proposal. Temporary occupancy of both buildings was conditioned upon the property owners' compliance with the Town's Zoning Ordinance within a defined period of time. Specific to 6630 James Madison Highway, the Town Council conditioned the following:

1. *Temporary occupancy will not be permitted by the building inspector and a zoning permit will not be issued by the Town Council until the property owner has submitted a Preliminary Site Plan Application and the improvements listed below are completed.*
  - a. *Striping of parking areas / handicapped parking areas identified on the interim parking plan within the shared access easement.*
  - b. *Building inspector requirements for tenant up-fit.*
  - c. *Clean up and/or screening of outdoor storage building materials / equipment stored on the property.*
2. *The Final Site Plan shall be submitted by the property owners within 6 months of the Town Council approval of the Preliminary Site Plan. Construction of the site improvements required by the final site plan shall be completed within 12 months of Town Council approval of the final site plan. An occupancy permit will be issued upon completion of the required improvements. Failure of the property owner to complete the required improvements within the timeline prescribed above will result in the suspension of the temporary occupancy permit and a zoning violation notice will be issued to the property owner and tenant.*

A preliminary site plan was submitted in March 2013 and is currently under review by staff. An issue of note is the possible requirement to improve the site entrance at Route 15. Due to the existing uncontrolled shared access at Route 15 and given the potential for increased trips over those present at the site, staff has recommended that any consideration of the request be approved by VDOT.

Stormwater facilities exist on the site. A shared access easement between the subject building and the

adjacent warehouse to the north is paved. The balance of the property is surfaced with gravel.

#### TOWN REQUIREMENTS

The subject property (Haymarket Industrial Park) is zoned I-1. Recreation, commercial, indoor, fitness and sports activities are permitted "by-right" within the I-1 Zoning District (Section 58-257(16)).

Within the I-1 Zoning District, a change of use from a previous user (i.e. storage warehouse to indoor recreation facility) requires preparation of a site plan in accordance with Article III of the Zoning Ordinance (Site Plan Requirements) and completion of improvements required by the site plan prior to building occupancy. Preparation of such plan would evaluate compliance of the proposal with the development requirements of the Zoning Ordinance to include vegetative screening / buffering standards, height/setback/lot coverage requirements, lighting, and parking.

#### DRAFT MOTION(S)

- 1.a. I move that the Town Council approve a temporary occupancy permit for 11,900 square feet of recreation, commercial, indoor, fitness and sports activities at 6630 James Madison Highway, EXPRESSLY CONDITIONED UPON THE FOLLOWING:

Temporary occupancy will not be permitted by the building inspector and a zoning permit will not be issued by the Zoning Administrator until the following requirements are completed:

1. Correspondence from VDOT to the Town stating road improvements on Route 15 at the entrance easement to the subject property are not required during the period of temporary occupancy.
  2. Building inspector requirements for tenant up-fit, to include requirements for ADA.
  3. Clean up and/or screening of outdoor storage of building materials / equipment stored on the property.
- 1.b. I further moved that a Final Site Plan shall be submitted by the property owners no later than December 31, 2013 and an approval of the Final Site Plan diligently pursued thereafter. Construction of the site improvements required by the final site plan shall be completed within 12 months of Town Council approval of the Final Site Plan. An occupancy permit will be issued upon completion of the required improvements. Failure of the property owner to complete the required improvements within the timeline prescribed above will result in the suspension of the temporary occupancy permit and a zoning violation notice will be issued to the property owner and tenant.

OR,

2. I move an alternate motion.

#### **ATTACHMENTS:**

- (2) Rose Letter to Mayor of Haymarket 6-20-13 (PDF)
- (3) BRAG Business Plan (PDF)
- (4) 06 20 13 - Zoning Permit (PDF)

June 20, 2013

Honorable David Leake  
Mayor, Town of Haymarket  
and Members of the City Council  
P.O. Box 1230  
Haymarket, VA 20168

Dear Mayor Leake and Council Members,

This is a request of the Council to waive the requirement of a Final Site Plan approval of a by right use of the 11,900 square feet of the Rose warehouse (as identified in the zoning application) and allow temporary occupancy with conditions for both temporary and permanent use.

You will recall that Rose Investments, LLC and John Lombardozi on behalf of Parcel A1, LLC petitioned the Council at its meeting of November 13, 2012 to allow temporary occupancy of 11,900 square feet of the Rose warehouse in the same space as herein requested. The Council granted the request imposing certain conditions on each party. For Rose, the Council required it to submit a Final Site Plan within six months of the approval of the Preliminary Site Plan. Additionally the construction of site improvements was to be completed within 12 months of Town Council approval of the Final Site Plan.

As we advised you at your last meeting on February 6, 2013, Mr. Lombardozi abruptly and unilaterally terminated all further lease and easement discussions thus presenting us with different development challenges.

However, Rose went forward and submitted a preliminary plan to staff on March 27, 2013 for its review. All the parking is accommodated on the Rose property. Comments on the plan were recently obtained and staff and our engineers, Rinker Design Associates, are communicating toward their accomplishment. Significant among them are the VDOT and FEMA components. It is necessary to determine whether parking in the flood plain will trigger a requirement to submit an analysis through FEMA. Additionally, we must determine whether VDOT will require any Route 15 entrance modifications prior to or independent of its plans. Both have substantial financial impact.

Rose continued to pursue the goal of finding an attractive tenant with similar needs. Accordingly, we have been in active, friendly and fruitful discussions with Mary and Drew Henry, owners of the Bull Run Academy of Gymnastics. We understand that

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

the Council has been furnished with its business plan which fleshes out their proposed use.

The project, a youth based local athletic facility primarily for girls, we submit, recommends itself to the town as a positive contribution to its identity. It is planned that “pick up and drop off” will be accomplished in the ingress/egress easement. We expect that plan to accommodate the immediate need. As the Academy is a start up venture (as opposed to Snyder Baseball) we expect that its needs will not exceed our present capacity on site and installation of the improvements will be in place as the Academy’s demand increases. The Henrys will be at your meeting to more fully outline their vision and respond to your questions.

Any necessary parking will be furnished directly in front of the building and along its west side. Lighting can be installed on the building front and side where circumstances indicate.

We also recognize that certain improvements may be required by the building inspector at the time of occupancy.

It is anticipated that a Final Site Plan can be submitted to staff not later than 31 December 2013 and that the improvements will be installed within one year of the approval by the Council of the Final Site Plan.

Long range planning is complicated and frustrated by VDOT’s I-66/Route 15 improvements and access management plan. It affects the subject property by the proposed taking of the vacant acre next to A la Carte and in front on Mr. Lombardozzi’s property. It likewise will only allow access to the A la Carte building from a newly designed entrance. Its effect on both the front and rear parcels is purely conjectural at this point. The VDOT plan as it impinges on the Rose property is without a precedent to look back to guide us now. Furthermore because of its uniqueness it may not be relied upon by others in the future.

We submit that granting our request provides the Town with a much improved site which includes a substantial community enhancing facility for teenage recreation. Indeed, we suggest this use is preferable to other permitted uses requiring less parking and fewer site improvements. The landlord fills long vacant space. The tenant achieves an objective otherwise unavailable to it. And we suggest the proposal constitutes a victory on a number of levels for Haymarket as well. Your favorable consideration will be appreciated.

Very Truly Yours,

Paul Terrence O’Grady

# **BUSINESS PLAN**

## **Bull Run Academy of Gymnastics**

**Mary and Drew Henry, Owner**

**May 29, 2013**

# 1. EXECUTIVE SUMMARY

## 1.1 Product

The Bull Run Academy of Gymnastics (BRAG) will provide high quality instruction in the sports of artistic gymnastics and cheerleading for recreation and competitive customers in accordance with USA Gymnastics (USAG) and USA Federation for Sport Cheering (USA Cheer) guidelines.

## 1.2 Customers

The target audience for the Bull Run Academy of Gymnastics will be children ages 18 months to 18 years of age with interest in the sports of gymnastics, tumbling, trampoline, and cheerleading that reside in the general geographic area between Leesburg, Centreville, Manassas, Warrenton, and The Plains Virginia.

## 1.3 What Drives Us

The Bull Run Academy of Gymnastics intends to develop a registered client base of 300 students by the end of the first year of business. Operating as the only competitive gymnastics facility in the greater Haymarket and Gainesville area and drawing from over 65 private and public schools within a 10 mile radius, the Bull Run Academy of Gymnastics anticipates increasing the number of registered students by an average of 125 students each following year with an ultimate capacity of 1000 students.



## **2. COMPANY DESCRIPTION**

### **2.1 Mission Statement**

Commencing in August 2013, the Bull Run Academy of Gymnastics provides superior quality instruction in the sports of gymnastics and cheerleading to build self-esteem, confidence, and athletic excellence in the local youth of the Haymarket-Gainesville, Virginia area.

### **2.2 Principal Members**

Mary Henry - Owner, Program Director, and Head Coach

Drew Henry - Business Manager

### **2.3 Legal Structure**

Bull Run Academy of Gymnastics will operate as a subsidiary of My Turn, Limited Liability Corporation (LLC).

## 3. MARKET RESEARCH

### 3.1 Industry

The sports industry of gymnastics and cheerleading are distinct though not mutually exclusive:

- According to USA Gymnastics, the average gymnastics business has over 500 students and there are over five million 6 year old and older gymnastics participants in the United States. More than 110,000 athletes and professionals are members of USA Gymnastics. USA Gymnastics has more than 90,000 athletes registered in competitive programs, as well as more than 20,000 professional, instructor and club members. Throughout the year, USA Gymnastics provides educational opportunities for coaches and judges, as well as gym club owners and administrators, through regional Congresses, the National Congress and Trade Show and USA Gymnastics University. Over 4,000 competitions and events throughout the United States are sanctioned annually. USA Gymnastics is headquartered in Indianapolis, Indiana, and has expanded very quickly in its 30-plus years.
- Cheerleading's roots are closely tied to American football. The first intercollegiate game was played in 1869, between Princeton University and Rutgers University in New Jersey, and by the 1880s, Princeton had formed an all-male pep club. A graduate of Princeton, Thomas Peebles, took the Princeton cheers to the University of Minnesota, where football and fight songs were becoming very popular. Cheerleading grew from there. It was not until 1923 that women were allowed to cheer for the first time, at the University of Minnesota. During this decade, cheerleaders added tumbling and stunts to their routines, and a University of Oregon cheerleader used flashcards for the first time. Although women were joining teams in the '20s, it was not until the '40s that they joined in large numbers, since so many college-aged men went off to fight in World War II. In 1948, Southern Methodist University cheerleader Lawrence "Herkie" Herkimer held the first summer cheerleading clinic at Sam Houston State Teacher's College (now State University), and went on to develop his signature "Herkie" jump, the spirit stick and the pom pon, all cheerleading staples to this day. In 1961, he incorporated the National Cheerleaders Association (NCA). By the 1960s, cheerleading could be found in virtually every high school and grade school across the country, and pee wee and youth leagues had developed as well. In 1974, Jeff Webb (who had been general manager of NCA) founded Universal Cheerleaders Association (UCA), which taught higher level skills. The '80s decade brought the launch of many more event companies, as well as AACCA (American Association of Cheerleading Coaches and Administrators), in 1987, the first association devoted to teaching safety to coaches and advisors. UCA has grown into Varsity Spirit Corporation, encompassing 17 cheerleading event, apparel and service companies. All-star cheerleading started in the late '80s, and grew rapidly through the '90s. All-star cheerleading focused on athletic training and competition performances, as opposed to school-based cheerleading, which still encompassed leadership and spirit qualities. Today, many companies offer both scholastic and all-star categories, and some companies focus primarily on all-star cheerleading. The original purpose of cheerleading is still relevant in today's world, even with the increasing popularity of competition. Cheerleaders are the promoters of your school and community. They are a key marketing tool to the athletics programs that they support, and they create the community patriotism we call "school spirit." Most importantly, they are tomorrow's leaders who through the development of athletic skills, leadership, and teamwork will be vital members of the community in the future. The sports cheer industry has served many generations of cheerleaders and dancers around the

world. They move forward each year with enthusiasm and dedication to teams and coaches. Their commitment to the development of excellence is recognized as they teach leadership development, strong support of school athletic teams, pursuit of skills excellence and safety, and the always important teamwork. These core principles are the fundamentals necessary for each young athlete to act with integrity, inspire excellence in others, and become the leaders of tomorrow.

### 3.2 Customers

The Bull Run Academy of Gymnastics plans to market to the parents of children, 18 months to 18 years of age, with incomes over \$75,000 a year that reside within approximately ten miles of Haymarket, Virginia. Our target customers are interested in Bull Run Academy of Gymnastics providing quality instruction in gymnastics and cheerleading from professional, safety certified instructors in a safe, clean, and modern facility. The customers of Bull Run Academy of Gymnastics will also want to avoid traveling to more distant gymnastics facilities to avoid traffic congestion typically encountered in the greater Washington, DC and northern Virginia areas.

### 3.3 Competitors

GMS Gymnastics Institute in Manassas and Woods Gymnastics in Warrenton are considered to be the primary competition to the Bull Run Academy of Gymnastics.

- GMS Gymnastics is located approximately eight miles from Haymarket. GMS is an established family owned gym with 28 years of experience. GMS offers recreational and competitive gymnastics and cheerleading programs for both boys and girls. According to the GMS website, GMS has 1000 students enrolled. GMS advertises predominantly in the Bull Run Observer and provides a discount of \$15 to new gymnasts.
- Woods Gymnastics is located approximately thirteen miles from Haymarket. Woods is a family owned gym with over five years experience. Woods offers girls recreational and competitive gymnastics programs. Woods total enrollment is not known, but estimated to be approximately 500 students. Woods is not known to advertise in the Haymarket and Gainesville areas.

### 3.4 Competitive Advantage

The Bull Run Academy of Gymnastics has several advantages over other companies attempting to control similar market share within the Haymarket-Gainesville area:

- The owner/operator of the Bull Run Academy of Gymnastics, Mary Henry, has experience coaching competitive gymnastics in Kentucky, Tennessee, California, North Carolina, and Virginia and the countries of Japan and Chile.

- Mrs. Henry is currently the Head Gymnastics Coach of the Battlefield High School Gymnastics Team where she lead the team to a 1st place finish in the Virginia Cedar Run District competition, as well as being the Cedar Run District seasonal champions, 1st Runner-up at the Northwest Regional Competition, and a 5th place finish at the Virginia State High School Gymnastics competition.
- She has three years experience as the program director for two Master's School of Gymnastics facilities in the Nashville, TN area.
- She has experience as the aquatics and gymnastics director for the Asheville-Buncombe County YMCA in Asheville, NC.
- She has nine years of experience as a certified USAG judging official and member of the National Association of Women's Gymnastics Judges (NAWGJ).
- The results from a Virginia Department of Transportation study indicate traffic along the Interstate 66 corridor will increase between 10 and 66 percent by 2040 which will make travel to other gymnastic facilities outside the Gainesville-Haymarket area increasingly difficult for potential clients.
- Prince William County and Haymarket zoning restrictions severely limit the number of available areas and buildings where competing gymnastics facilities could be located.

### 3.5 Regulation

The Bull Run Academy of Gymnastics will operate under the guidelines, regulations, and ordinances of USA Gymnastics, the USA Federation for Sport Cheering, the city of Haymarket, Prince William County, and the Commonwealth of Virginia.

- USA Gymnastics is the sole national governing body for the sport of gymnastics in the United States. This designation comes from the United States Olympic Committee, and the International Gymnastics Federation (FIG). USA Gymnastics sets the rules and policies that govern gymnastics in the United States. USA Gymnastics has many responsibilities, including selecting and training the United States Gymnastics Teams for Olympic Games and World Championships; promoting and developing gymnastics on a grassroots and national level; and serving as a resource center for member clubs, fans and gymnasts throughout the United States. The organization has programs in men's and women's artistic gymnastics, rhythmic gymnastics, trampoline and tumbling and acrobatic gymnastics.
- The USA Federation for Sport Cheering is the national governing body for sport cheering. USA Cheer exists to serve the cheer community, including club cheering (All Star) and traditional school based cheer programs. USA Cheer has three primary objectives: help grow and develop interest and participation in Cheer throughout the United States; promote safety and safety education for cheer in the United States; and, represent the United States of America in international cheer competitions.

## 4. PRODUCT/SERVICE LINE

### 4.1 Product or Service

The Bull Run Academy of Gymnastics provides instruction for recreational and competitive gymnastics and cheerleading.

- Gymnastics is an extraordinary sport that develops flexibility, strength, grace, discipline, physical control, coordination, confidence, creativity, leadership, a healthy body and positive self-esteem. Through hard work and dedication, gymnasts can improve their abilities and possibly even represent the United States in major competitions. Athletes' goals and objectives vary when participating in the sport of gymnastics. Different goals for gymnasts include participating in a weekly gymnastics class for fun and recreation, performing in exhibitions, competing for a high school team, competing in a Junior Olympic program, earning a college scholarship, or even making a World Championship team.
- Cheerleading instills in young people the values and habits that will enable them to compete, endure, and become successful in life: preparation, dedication, tenacity, perseverance, self-sacrifice, teamwork, and leadership to name but a few. These are the values they will need to navigate the difficult transitions of life: from child to adolescent to young adult to parent to senior citizen. These are the values they will draw upon to preserve their marriages, their families, and their jobs. And these are the values that Bull Run Academy of Gymnastics wishes to instill in young people through their participation in cheerleading.

### 4.2 Pricing Structure

Each Bull Run Academy of Gymnastics student is assessed a \$60 annual registration fee to offset administrative and insurance costs. The fee structure for participation in a period of instruction is based on the length of the period of instruction per week and the skill level of the athlete. Advanced level athletes require instructors with more experience and generally participate in the longer sessions. There are generally eight students per an instructor in each session.

- 50 minutes - \$74.00 per month
- 60 minutes - \$80.00 per month
- 90 minutes - \$99.00 per month
- 2 hours - \$162.00 per month
- 3 hours - \$174.00 per month
- 4 hours - \$187.00 per month

### **4.3 Product/Service Life Cycle**

The Bull Run Academy of Gymnastics is an initial start-up business. However, the owner/operator of the Bull Run Academy of Gymnastics, Mary Henry, has experience coaching competitive gymnastics in Kentucky, Tennessee, California, North Carolina, and Virginia within the United States and the countries of Japan and Chile. She is currently the Varsity Head Gymnastics Coach at Battlefield High School. The owner also has 9 years of experience as a certified USAG judging official and member of the National Association of Women's Gymnastics Judges (NAWGJ). The owner also has experience as an aquatics and gymnastics director the Asheville-Buncombe County YMCA in Asheville, NC and has been program director for two gymnastics programs for the Master's School of Gymnastics in the Nashville, TN area.

### **4.4 Intellectual Property Rights**

None.

### **4.5 Research & Development**

None.

## 5. MARKETING & SALES

### 5.1 Growth Strategy

Gymnastics is a service oriented business limited only by the size of the facility, instructor availability, and the demographics of the local population. The Haymarket-Gainesville area is one of the fastest growing areas in the Northern Virginia area. Our plan is to grow with the population by expanding the number of classes as demand necessitates. Marketing plans include traditional advertising via the phone book, direct mailings, and local newspaper as well as establishing a website. Less traditional advertising methods will include featuring students in the local festival parades, volunteering at the local schools to discuss gymnastics during gym classes, offering discounts to any child involved in the local "Grizzly" football league, offering group discounts to local pre-schools businesses; recruiting cheerleading squads from the local schools to work out as a squad; sponsoring local sports "team" so that BRAG banners will be placed in local youth sports venues.

### 5.2 Communication

The majority of communication with current customers will be through social media such as the Bull Run Academy of Gymnastics website, Facebook, twitter, and LinkedIn. However, the most important form of communication is face to face between the owner, instructors, and parents. Because gymnastics is a service oriented business, the children's parents understandably have a strong desire to be informed of their child's progress.

### 5.3 Prospects

The best way to market a gymnastics business is by having quality instructors. The owner, Mary Henry, has extensive experience training instructors at all levels of the sport. She develops detailed weekly lesson plans so all instructors will have a detailed understanding of current and future objectives for the gymnasts and the business. This in turn provides uniform instruction which results in the student learning at a faster pace. Parents expect to see results for the price they pay for instruction. Gymnastics is a results oriented based business; parents are more likely to continue paying for the service provided when their children display progress. The less turnover in customers, the more successful the gym.



ZONING PERMIT #:

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

ZONING PERMIT APPLICATION

ZONING ACTIVITY: [X] New Construction [ ] Alteration/Repair [ ] Addition [ ] Sign [X] New Tenant/Use [X] Change of Use [ ] Relocation

NAME OF BUSINESS/APPLICANT: MyTurn LLC 3/8 Bull Run Academy of Gymnastics

PROPOSED USE: Sports Indoor Size (Sq. Ft./Length) of Construction: 11,900 sq. ft.

SITE ADDRESS: 6630 James Madison Highway Parcel ID #: 7298-60-7638

Subdivision Name: Lot Size: 1.9254

ZONING DISTRICT: [ ] R-1 [ ] R-2 [ ] B-1 [ ] B-2 [X] T-1 [ ] C-1 Site Plan Required: [X] Yes [ ] No

Special Use Permit Required: [ ] Yes [X] No Homeowners Association (HOA) Approval: [ ] Yes [X] No

Off-street Parking: Spaces Required: for this use 45 Spaces Provided: To be constructed 45

BRIEF DESCRIPTION OF ACTIVITY: (i.e. previous use, type and dimensions of signs, height/length of fencing, etc.) Space now vacant, was lumber reload facility served by rail. New use will provide quality instruction in gymnastics and cheer leading for building self-esteem, confidence and athletic skill.

Supporting Documentation (attached): [X] Narrative [X] Plan/Plat [ ] Specification Sheet

FEE: [ ] \$25.00 Residential [X] \$50.00 Commercial

CERTIFICATE OF APPROPRIATENESS

ADDITIONAL DESCRIPTION: (i.e. color, type of material, font style, etc.)

Supporting Documentation (attached): [ ] Specification Sheet [ ] Photograph(s)

PERMIT HOLDER INFORMATION Gymnastics MyTurn LLC 3/8 Bull Run Academy of Gymnastics 14081 Burnley Glen Ct Haymarket VA 20169 703-753-1971 dmhenry1@earthlink.net
PROPERTY OWNER INFORMATION ROZE INVESTMENTS, LLC c/o Paul T. OGrady 208 Buxton Rd. Falls Church VA 22046 703-534-5744 agradypt@aol.com



**APPLICANT / PROPERTY OWNER SIGNATURE \*\*\*\*\*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 is correct. Construction of improvements described herein and as shown on the attached plat, plan and/or specifications will comply with the ordinances of the Town of Haymarket and any additional restrictions and/or conditions prescribed by the Architectural Review Board (ARB), Planning Commission, or the Town Council and all other applicable laws.

Mary L. Hill  
Applicant Signature

Rope Investments, LLC  
By Paul Terrence O'Grady  
Property Owner Signature

**\*\*\*OFFICE USE ONLY\*\*\* ZONING PERMIT #: \_\_\_\_\_**

Date Filed: \_\_\_\_\_ Fee Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_

**DATE TO ARCHITECTURAL REVIEW BOARD (ARB): \_\_\_\_\_**

APPROVED  DISAPPROVED  TABLED UNTIL: \_\_\_\_\_  DEFERRED UNTIL: \_\_\_\_\_

ARCHITECTURAL REVIEW BOARD CHAIR: \_\_\_\_\_  
SIGNATURE PRINT

CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_

**DATE TO PLANNING COMMISSION: \_\_\_\_\_**

APPROVED  DISAPPROVED  TABLED UNTIL: \_\_\_\_\_  DEFERRED UNTIL: \_\_\_\_\_

PLANNING COMMISSION (where required): \_\_\_\_\_  
SIGNATURE PRINT

CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_

**DATE TO TOWN COUNCIL: \_\_\_\_\_**

APPROVED  DISAPPROVED  TABLED UNTIL: \_\_\_\_\_  DEFERRED UNTIL: \_\_\_\_\_

TOWN COUNCIL (where required): \_\_\_\_\_  
SIGNATURE PRINT

CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_




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TO: Town of Haymarket Town Council  
 SUBJECT: 14550 John Marshall Highway - Rezoning Application  
 DATE: 07/01/13

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**QBE Global, LLC, dba Haymarket Properties Group, LLC, has submitted a Zoning Map Amendment Application to rezone the former PACE West School property, encompassing approximately 8.8 acres, from the R-1 Residential Zoning District to the B-1 Commercial Zoning District. The application is being co-processed with a boundary line adjustment application, also submitted by QBE Global, LLC, to bring the entirety of the PACE West property with the Town's corporate limits. At its June 4 meeting, the Town Council instructed staff to schedule joint public hearing with the Planning Commission. The public hearing is scheduled for June 27, 2013. At its June 17 meeting, the Planning Commission scheduled a second public hearing on the application for July 8, 2013.**

#### BACKGROUND

The Applicant is the contract purchaser of the former PACE West School property. The Applicant has received zoning approval to permit continued use of the recreation fields (by PWC Department of Parks and Recreation) and school (St. Paul's School) under the R-1 zoning district. The Applicant has also received zoning approval to permit a church use within the building and has filed a special use permit for limited professional office use. Existing parking spaces on the property exceed the Zoning Ordinance standard.

The school and church use is expected to continue until such time as the Applicant requires the entire building for its headquarters. The Applicant has proffered continued use of the recreation fields so long as a public or private partner is willing to enter into a commercially reasonable form of lease agreement. If for a period of one year no parties agree to lease, the property owner will have the option to continue to maintain the fields or develop the property under the by-right zoning. The Applicant has also proffered to complete a final site plan for the property once office use exceeds 40% of the building.

A rezoning of the property would preclude development of single-family residential units and townhouse units. The park, school, and church uses would be permitted to continue to operate under the B-1 zoning district as "grandfathered" uses. The entire property would be assessed a commercial real estate tax.

#### ISSUES FOR CONSIDERATION

The Planning Commission is to consider whether the amendments are in furtherance of the public necessity, convenience, general welfare, and good zoning practice; to consider whether the amendments are consistent with the Town's Comprehensive Plan; and to consider the impact of the amendments on the services, character, and needs of the community.

Section 58-429 further states the proposed amendments shall be considered with reasonable consideration of the following matters:

- (1) Existing use and character of the area;
- (2) Suitability of the property for various uses;

- (3) Trends of growth or change;
- (4) Current and future requirements of the town as to land for various purposes as determined by population and economic studies and other studies;
- (5) Transportation requirements of the community and the town's requirements for parks, playgrounds, recreation areas, other public services, or the conservation of natural resources and preservation of floodplains; and
- (6) Conservation of properties and their values and the encouragement of most appropriate use of land throughout the town.

#### COMPREHENSIVE PLAN - TRANSITIONAL COMMERCIAL LAND USE

The subject 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 58-176 of the Zoning Ordinance states the intent of the B-1 zoning district as follows:

*"The town center district B-1 provides primarily for retail shopping and personal services uses 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 its compatibility with its residential surroundings."*

#### DRAFT MOTION(S)

##### Planning Commission

1. I move that the Planning Commission forward REZ#20130528, Haymarket Properties Group, LLC, 14550 John Marshall Highway, to a future meeting for further consideration.

Or,

2. I move that the Planning Commission forward REZ#20130528, Haymarket Properties Group, LLC, 14550 John Marshall Highway, to the Town Council with a recommendation of [approval] [denial] based on the following findings: \_\_\_\_\_.

Or, 3. I move an alternate motion

##### Town Council

1. I move that the Town Council REZ#20130528, Haymarket Properties Group, LLC, 14550 John

Marshall Highway, to a future meeting for further consideration.

Or, 2. I move an alternate motion

**ATTACHMENTS:**

- (2) QBE REZONING APPLICATION - COMPLETE (PDF)
- (3) 06-17-13 QBE - REVISED PROFFER (PDF)



May 28, 2013

Mayor Leake and Members of the Town Council  
15000 Washington St., Suite 100  
Haymarket, VA 20169

Dear Mayor Leake and Members of the Town Council:

As a follow-up to yesterday's meeting, I am including a new application package for rezoning the Pace West property from its current zoning of residential and agricultural to a zoning designation of 100% commercial use. In addition, a boundary line adjustment will be submitted for approval and subsequent public hearing notice on or about June 20, 2013.

I thank the Mayor and the Town Council for their assistance and attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Shaun G. [unclear]".



- Check Appropriate Item(s):
- Amendment to Zoning Map
  - Zoning Text Amendment

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 zoning map amendments, it is the land, which is covered by the application.

- 1) Number and Street: 14550 John Marshall Highway, Haymarket, VA 20169
- 2) Present Zoning: R1 (Town), A1 (PWC) 3 Acres: 8.8
- 4) Legal Description of Property (Omit for zoning text amendment) – Attach if necessary.  
See attached MEtes & Bounds description and rezoning plat

**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: None
- 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: \_\_\_\_\_ c) Former Application No. \_\_\_\_\_  
d) What was the disposition of the case? \_\_\_\_\_  
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: 15000 Washington Street, Suite 200, Haymarket, VA 20169  
Phone Number: 571-766-1022
- 2) Agent Information (if any):  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

- 3) Owners of all property included in this application (omit for zoning text change):
  - Name: Prince William County Schools
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  - Name: QBE Global, LLC
  - Address: 15000 Washington Street, Suite 200, Haymarket, VA 20169
  - Phone Number: 571-766-1022
  - Name: Haymarket Properties Group, LLC
  - Address: 15000 Washington Street, Suite 200, Haymarket, VA 20169
  - Phone Number: 571-766-1022
  - 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: \_\_\_\_\_
  - See attached Contract, Section 4.
  - 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.

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

**Part 2** – Complete **ONLY** portion(s) 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: R1 (Town) b) Proposed Zoning: B1 (Town)  
 c) Existing Use: School / Recreation  
 d) Proposed Use: General Office / Recreation
- 2) a) The following are submitted with this application:  
 Preliminary Site Plan  Rendering or Perspective  Other  
 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? Requesting amendment to the B1 Zoning District, Section 58-177
- 2) What is the nature of the proposed change? Permit church use
- 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.

**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**: [Signature]
  - b) Signature of **agent** (if any): N/A
  - c) Date: 7 June 2013 Notary Seal
- 2) a) Signed and sworn before me this: 7 June 2013  
 b) Signature of **Notary**: [Signature]  
My commission expires January 31, 2015

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)




**Attachment 1**

**Sec. 58-423 Conflict of Interest Statement:**

Pursuant to Town Code Section 58-423, QBE Global, LLC and all associated entities declare that no member of the council or the commission has an interest in such property, whether individually, by ownership of stock in a corporation owning such land or by partnership, or whether a member of the immediate household of any member has such interest.

Signature of Applicant:  Date: 7 June 2013

Signed and sworn before me this: 7 June 2013

Signature of Notary:  Notary Seal:

*My commission expires January 31, 2015.*

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

**Attachment 2**

**Rezoning Narrative**

**Background**

QBE Global, LLC is the contract purchaser on the property owned by the Prince William County School Division, known as the PACE West School. The property, which under the School Board's ownership has been exempt from taxation, lies partly within the Town of Haymarket and partly within the County. The property is approximately 8.8 acres, a majority of it, including most of the main building, lies within the Town.

QBE's plan is to share and sub-lease portions of the building to allow other local companies to grow and prosper until we can fully utilize the space, which is projected to be over the next 5-10 years. As our company grows, so does the number of people we will employ, which generates income for the economy and revenue for the tax bases of both the Town and the County. Our plan for public space use will allow for the County Parks and Recreation use of the fields. QBE is currently working with the County Parks and Recreation to propose adequate access and parking for the efficient use of the sports fields.

We think this project can only come to fruition on the scale and within the time frame we envision if the entire parcel is placed within the Town's boundaries. As such, we have petitioned the Town Council to initiate a Boundary Line Adjustment Agreement with Prince William County. The Town is a good choice because it is our intent that this project harmonize with other land uses and businesses nearby in the Town, and we already have business operations which will continue in the Town. We believe that our plans will produce a project that will benefit the public consistent with the Town and County's community goals.

QBE is excited about this project because it will contribute to the economy, will provide reliable access to the fields for recreation, and will allow us to grow as a corporate citizen of both the County and the Town. As such, we are also requesting to co-process a rezoning of the Pace West Property as described below.

We look forward to discussing our ideas with the Town and the Board, and hope that the Town and the Board will give favorable and expedited consideration to our request for Boundary Line Adjustment and Rezoning Application so the project can move ahead.

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)



## Proposal

The Property is currently zoned A-1 on the County side and R-1 on the Town side. QBE proposes rezoning from R-1 to B-1 to occur after the Boundary Line Adjustment.

## Justification

Sec. 58-429 - Matters to be considered in reviewing proposed amendments.

This Application gives reasonable consideration of the following factors:

- (1) **Existing use and character of the area:** The property has historically been used as a school and parks (as an extension of the school) since 1935 and was decommissioned at the end of the school year in June 2012. On April 18<sup>th</sup> the School Board executed a sales contract, in acceptance of the plan QBE Global submitted that QBE Global would revitalize the building and maintain the Parks in a lease back to the Prince William County Parks and Recreation department. The existing use and maintenance of the property has been lacking and fallen into a state of disrepair – both the parks / landscaping and the building itself.
- (2) **Suitability of the property for various uses:** As the property sits today it is suited exactly for the proposed use, as well we have developed a long term growth plan that will allow for expansion without the disruption of the Parks use. The building will support the corporate headquarters of QBE, QBE Global, Rise Up Prince William and MLP as well as the Private school of St. Paul's School. These functions are inline with the current building and property with minimal impacts.
- (3) **Trends of growth or change:** This property has not changed its footprint for over 4 decades. The proposal will continue to protect its continued use and allow for the substantial growth of the intended businesses.
- (4) **Current and future requirements of the town as to land for various purposes as determined by population and economic studies and other studies:** The future use is in line with the Town's comprehensive plan in the protection of the park and the historic underpinning the building has within the town.
- (5) **Transportation requirements of the community and the town's requirements for parks, playgrounds, recreation areas, other public services, or the conservation of natural resources and preservation of floodplains:** The transportation within this site will relieve other strained residential areas that are currently impacted by housing the School in a densely populated area. This property was designed to handle surge School traffic to include an existing VDOT turn lane on John Marshall highway and the ability to house almost 60 vehicles for "drop/pickup" type of traffic. This transition is ideal for the community as the School will grow and prosper within the Town limits. As well, the Proposed Corporate Headquarters are low impact type businesses. These (QBE) are administrative offices that house demonstration facilities to display next generation technology to their customer base. The HQ for Rise Up Prince William will also be located at this location that is dedicated to Non-Profit community improvement activities that target Prince William County. The sustainment plan adds the largest planned park within the town's limits and the transition to a corporate partnership and will relieve a significant burden on the tax base; and

- (6) **Conservation of properties and their values and the encouragement of most appropriate use of land throughout the town:** This property today is becoming dilapidated causing property values to be negatively impacted. The original and current intent is to develop a partnership between the entities operating within the space, the building ownership, and a public entity to maintain the open space, the current entity is the Prince William County Parks and Recreation. This plan will allow for a Corporate / Public partnership and the immediate improvement to some major areas of disrepair improving the aesthetics of the building and property. This will create a change from being a negative impact to an attraction to the Town and improvement on the values within the Town. QBE intends to meet its obligations sales contract provided in Exhibit A.

In General this proposal aligns with the Town's Comprehensive Plan. The Town's Comprehensive Plan designates the property within the Town as Public / Semi-Public use. Regarding the PACE West School area, the Plan directs that "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."

## Zoning Text Amendment Request

### Proposal

QBE Global proposes to amend Section 58-177 as follows:

*Sec. 58-177. A building or land in the B-1 district shall be used exclusively for one or more of the following uses:*

*(23) Church*

### Justification

QBE Global intends to make the school immediately available to the below listed tenants/uses. The proposed rezoning will allow for commercial use by-right. School use will continue the use already permitted in the building. The requested church use along with the continued school and park use will provide the public/semi-public uses to the community consistent with the Town's Comprehensive Plan (see Justification above).

QBE will also note that although several of the below tenants are tax exempt entities, the property will be held in private ownership and therefore will pay the full real estate and property tax to the Town and County.

<i>Proposed Tenant</i>	<i>Monthly Expected Operating Hours</i>	<i>Square Footage</i>	<i>Weighted Use Measurement</i>
<b>QBE Global / MLP / Rise Up Prince William</b>	(8-5 M-F) ~160 Hours	6605	25%
<b>QBE LLC</b>	(8-5 M-F) ~160 Hours	1905	7%
<b>St. Paul's School</b>	(7-7 M-F) ~240 Hours	12,137	68%
<b>Living Hope Church</b>	8-12 Sunday ~16 Hours	2080	1%

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)



### Attachment 3

#### Proffer Statement

To: Town of Haymarket  
 Applicant: QBE Global, LLC / Haymarket Properties Group, LLC  
 RE: Rezoning Application to rezone Property located at 14550 John Marshall Highway, Haymarket, VA 20169, Parcel ID#: GPIN 7397-19-1734 ("Property") from R-1 to B-1  
 Date: June 7, 2013

Pursuant to Section 15.1-491(a) of the Code of Virginia, the undersigned hereby proffers that in the event the Application for rezoning the subject Property from R-1 to the B-1 district is granted by the Haymarket Town Council, Haymarket, Virginia, as requested, the use and development of the Property shall be in conformance with the below provisions. In the event the above referenced rezoning is not granted as applied for by Applicant, this Proffer Statement and these proffers shall be automatically withdrawn and be null and void.

In consideration of this application to B1 Zoning and discussions with the Town and the County, QBE Global would commit to the following provisions.

1. **Park Preservation:** *Owners intent, in accordance with the ratified Sales Contract attached hereto as Exhibit A, is to maintain public-use of the fields adjacent to the building, attached hereto as Exhibit B, so long as a public or private partner is willing to enter into a commercially reasonable form of lease agreement. However, if for a period of one year no parties public or private agree to lease, owner will consider options to maintain the fields or be free to develop a plan that is inline with the by-right proposed zoning.*
2. **Site Plan Improvements:** *QBE will work with the Town to complete a Final Site Plan for the Property by the end of calendar year 2013. Based on the outcome of the negotiated Final Site Plan, QBE will work a schedule of implementation of all requirements in support of compliance of the Final Site Plan within 5 years of the Final Site Plan approval.*
3. **Effective Date:** *QBE would request that the effective date of the rezoning would take place subsequent to the final execution of the Boundary Line Adjustment.*
4. **Controlling Entity:** *QBE / QBE Global is in the process of creating the entity that will Purchase and operate the property, this is done for liability reasons, the name of the entity and future owner of the property is Haymarket Properties Group, LLC – VA SCC filing certificate is located in Exhibit C. The owners are the same as QBE / QBE Global.*

"I hereby proffer on behalf of QBE Global, LLC / Haymarket Properties Group, LLC, that the development and/or use of the subject Property of this application shall be in strict accordance

with the conditions set forth in this submission, unless an amendment thereto is mutually agreed upon by the Town Council and the undersigned.”

By: \_\_\_\_\_  
Shawn M. Landry  
CEO, QBE Global, LLC  
Managing Partner, Haymarket Properties Group, LLC

**APPROVED:**

\_\_\_\_\_  
Mayor, Town of Haymarket

\_\_\_\_\_  
Date

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)



**Attachment 4**

**Metes & Bounds**

**Rezoning Plat**

**ALTA Survey**

**BLA Plat**

**2005 PWC Site Plan**

**Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)**





## Metes & Bounds

Metes and Bounds Property Description  
 Of the land of  
 The County School Board of Prince William County  
 "PACE West School"  
 GPIN: 7397-19-1734  
 (Deed Book 97 at Page 445)  
 (Deed Book 99 at Page 260)  
 (Deed Book 177 at Page 503)  
 Town of Haymarket, Virginia  
 May 23, 2013

Beginning at an iron pipe found at the southwest corner of the land of Trusted Management and Services, LLC, the northern right-of-way line of John Marshall Highway (Route 55) and is further identified as the southeast corner of the property herein described.

Thence, departing said land of Trusted Management and Services, LLC and running with the said northern right-of-way line of John Marshall Highway, **N 59°39'41" W a distance of 454.00 feet** to an iron rod set at the intersection of the northern line of said John Marshall Highway and the eastern right-of-way line of Bleight Drive.

Thence, departing said John Marshall Highway and running with the eastern right-of-way line of said Bleight Drive, **N 28°02'47" E a distance of 829.12 feet** to an iron rod set at the eastern right-of-way line of Bleight Drive and the southwest corner of Parcel "A", Alexandra's Keep being the land of Alexandra's Keep Homeowners Association.

Thence, departing said eastern right-of-way line of Bleight Drive and running with said Parcel "A" and the same line continued with the aforementioned land of Trusted Management and Services, LLC, **S 59°32'55" E a distance of 475.67 feet**, crossing over an iron pipe found at 416.38 feet, to an iron pipe found at the aforementioned land of Trusted Management and Services, LLC.

Thence, continuing with the aforementioned land of Trusted Management and Services, LLC, **S 29°32'37" W a distance of 827.60 feet** to the point of beginning.

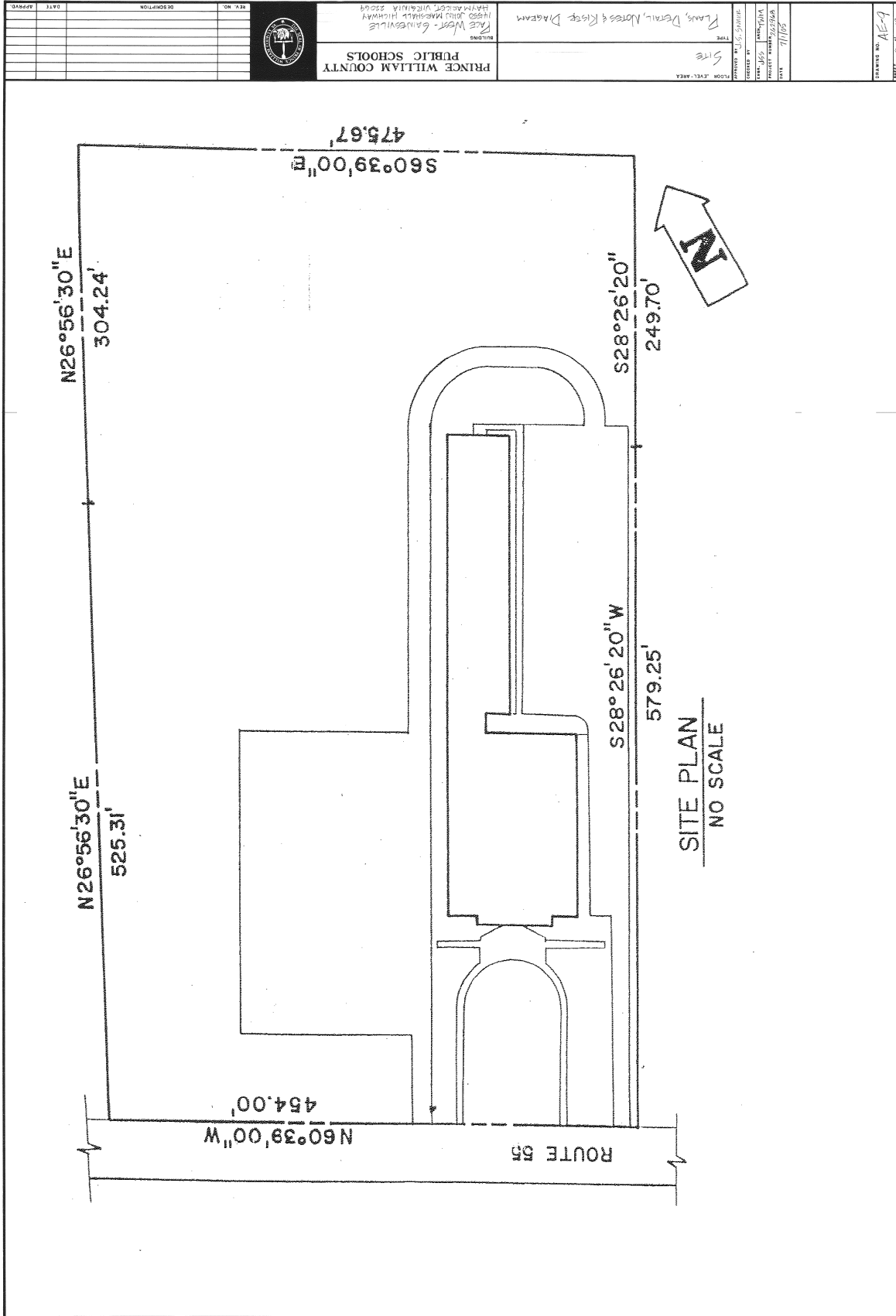
Containing 384,867 square feet or 8.8353 acres of land more or less.







# 2005 PWC Schools Site Plan



## Exhibit A

### Commercial Purchase Agreement

This Commercial Purchase Agreement (the "Agreement") is dated 18 Apr 2013 2013 ("Contract Date"), between Prince William County School Board ("Seller") and QBE Global, LLC, a Virginia limited liability company ("Purchaser"). The parties acknowledge that no broker represents Seller and that RE/MAX Allegiance ("Selling Broker") represents Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. Sale of Property. Purchaser agrees to buy and Seller agrees to sell the land containing 8.825 acres (with 6.825 acres currently in the Town of Haymarket), all improvements thereon, and all rights and appurtenances thereto belonging, located in the Town of Haymarket/County of Prince William, Virginia, with a street address of 14550 John Marshall Highway Haymarket, VA, together with all right, title, and interest of the Seller in and to easements, covenants, privileges, licenses, and other rights appurtenant to the property; any and all systems, fixtures, and other personal property used in connection with the operation of the improvements on the property, and to the extent assignable, all licenses, permits, warranties, authorizations, approvals, variances, of certificates of occupancy relating to the current use and operation of the improvements on the land included within the property; and all architectural, engineering, construction, landscape and other drawings, plans or specifications relating to the property in Seller's possession or under its control (collectively, the "Property").

2. Purchase Price. The purchase price for the Property is one million three hundred ninety-five thousand and 00/100 Dollars (\$1,395,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement upon fulfillment of all conditions for Settlement, and recordation of the deed of conveyance, which shall be promptly completed, subject to the prorations and adjustments described herein, as follows:

A. Deposit. Purchaser shall make a deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Deposit") to be held by Esquire Settlement Services, 2080 Old Bridge Road, Lake Ridge, VA 22192 (the "Escrow Agent"). Purchaser will pay the Deposit to the Escrow Agent within 5 business days after this Agreement is fully executed by both parties. If Purchaser fails to pay the Deposit as set forth herein, then Seller may terminate this Agreement by written notice to Purchaser and neither party shall have any further obligation hereunder. The Deposit may be held in an interest bearing account, and shall be deposited in a federally insured institution. The Deposit shall be applied towards the Purchase Price at Settlement. If Settlement does not occur, the Deposit shall be paid as provided herein.

B. Balance. The balance of the Purchase Price shall be paid in cash by Purchaser at Settlement by certified funds or bank wire.

3. Settlement.

A. Settlement of Property. Settlement of the purchase and sale of the Property shall be made at the Escrow Agent, or as otherwise mutually agreed-to by the parties, on the one (1)

year anniversary of the execution of this Agreement, ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of any liens, encumbrances, conditions and restrictions which Seller agrees to correct/resolve pursuant to Paragraph 5 hereof, and those which are to be released and/or satisfied in accordance with Paragraph 5, subsections (i) and (ii) hereof;

(ii) An affidavit for the benefit of Purchaser and its title insurer, to the reasonable satisfaction of Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto and such other items as are customary in an owner's affidavit;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) A HUD-1 settlement statement;

(vi) such evidence of power and authority of the Individual Sellers to consummate the transaction contemplated under this Agreement as the Title Company may reasonably require

(vii) a GAP indemnity to the extent required to effect Closing

(viii) a certificate from Seller stating that the representations and warranties made by Seller in Section 6 of this Agreement are true and correct in all material respects as of the Settlement;

(ix) such other documents as may reasonably be required of Seller to effect Settlement in accordance with the provisions hereof.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax, any costs incurred in releasing any liens or encumbrances that are Title Objections, and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, Grantee's tax, survey expenses, lender fees and all other settlement expenses incurred by Purchaser. Real estate taxes, utilities, rent, CAM and assessments and other costs related to the Property, as applicable, shall be prorated between Seller and Purchaser

as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. The Property is sold and shall be conveyed in "AS IS" condition as of the date of this Agreement. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees and warrants to maintain the Property (including any equipment and systems therein) in good condition and repair until Settlement, but in all events in no worse condition than as of the date of execution of this Agreement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems and shall execute any assignment with respect to the same. Between the date of this Agreement and Settlement, Seller will not, without in each instance first obtaining the written consent of the Purchaser: (1) voluntarily grant, create, assume or permit to exist any lien, encumbrance, easement, covenant, condition, right-of-way or restriction upon the Property other than the Title Objections; (2) execute any new leases, modify or terminate any existing leases, with respect to all or any portion of the Property; or (3) voluntarily take any action adversely affecting the title to the Property as it exists on the date of this Agreement.

4. Feasibility.

A. From the execution of this Agreement until Settlement or termination as provided herein, Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests and surveys as are desirable to Purchaser in its sole and absolute discretion; (ii) seek a boundary adjustment of the Property with the Town of Haymarket and Prince William County and zoning information and approvals from the local governing authority concerning Purchaser's intended use of the Property and rezoning of the same; (iii) apply for lender financing to acquire the Property; and (iv) make such investigations, inspections, tests, and studies with respect to the Property as Purchaser may deem necessary or advisable, including, without limitation, appraisal, title examination, survey, architectural, engineering, parking, environmental, marketing, and economic feasibility studies.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property, and (v) any other books and records related to the Property. Items (i) through (v) are collectively referred to as the "Materials".

C. During the period of ninety (90) days following the full execution of this Agreement (the "Feasibility Period"), Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions



of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, except with the express consent of the Seller.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any physical damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller. The foregoing indemnity shall not apply to any pre-existing conditions on the Property.

E. Seller agrees to cooperate reasonably with Purchaser in Purchaser's attempt to adjust the boundary of the Property with the Town of Haymarket and Prince William County, and in Purchaser's efforts to rezone the Property to an office use. Seller further agrees to cooperate reasonably with Purchaser's attempt, if any, to obtain a temporary occupancy permit allowing for occupancy of the Property for office use. Seller acknowledges that any forms, applications or other documentation related to the rezoning and boundary adjustment shall be in its name and that it will be required, in certain instances, to execute any of such documentation. Seller covenants to cooperate reasonably with any undertakings related to the boundary adjustment and rezoning and to execute any and all documents necessary for the same within three (3) business days after receipt (which receipt need not be in accordance with the notice requirements set forth herein). Approval of any such documentation by Seller shall not be unreasonably withheld, conditioned or delayed, time being of the essence.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property ("Title Commitment"). Within sixty (60) days after the Contract Date, Purchaser shall advise Seller by written notice ("Title Objection Notice") of any objections that Purchaser may have as to the matters reflected in Purchaser's Title Commitment and survey (collectively, "Title Objections(s)"). Any matters reflected in Purchaser's Title Commitment to which Purchaser does not object shall be referred to herein as the "Permitted Exceptions." At or prior to Settlement, Seller shall release and/or satisfy (i) all deed of trust liens, mechanics' liens and other monetary liens and encumbrances encumbering the Property, and (ii) new title matters arising after the date of the Title Commitment that are not approved by Purchaser in writing; and Escrow Agent if requested by Purchaser, shall apply Seller's Closing proceeds in furtherance of Seller's obligations under this paragraph. In the event Purchaser does not timely give a Title Objection Notice, Purchaser shall be deemed to have accepted title, as reflected in Purchaser's Title Commitment. Within seven (15) days after delivery of a Title Objection Notice to Seller, Seller shall advise Purchaser by written notice ("Seller Title Notice") that Seller elects to either:

A. undertake at its expense corrective action and proceed to resolve the Title Objection(s), in which case settlement on the Property shall be extended as reasonably necessary to allow completion of corrective action; or

B. not remedy the Title Objection(s), in which event Purchaser may either waive such Title Objection(s) and proceed to settlement, or terminate this Agreement, in which event Purchaser shall receive a return of the full Deposit, and thereafter neither party shall have any

continuing obligation hereunder to the other, except for the surviving obligations pursuant to the indemnity provisions of Paragraphs 4D, 10, and 11. Purchaser shall advise Seller as to whether it will terminate or proceed to settlement under this Agreement within thirty (30) days after Purchaser's receipt of the Seller Title Notice that Seller will not remedy the Title Objections (regardless of whether the Feasibility Period has at such time expired). Purchaser, at its own expense and option, shall be permitted to cure any Title Objections that Seller does not wish to remedy, in the event that Purchaser does not terminate this Agreement and proceeds to settlement. Settlement will not be extended or conditioned on this cure.

C. Seller's failure to timely deliver Seller's Title Notice within said 15 Days after Purchaser's delivery of Title Objection(s) shall be deemed an election by Seller not to remedy those Title Objections; provided, however, that in the event Seller fails to timely deliver the Seller's Title Notice, Purchaser shall not be required to make the selection set forth in paragraph 5 (B) hereof (regardless of whether the Feasibility Period has expired) until a notice from Seller is received requesting that an exercise of Purchaser's rights under paragraph 5 (B) be made, in which event such Seller request shall be deemed to be the Seller's Title Notice for purposes of timing under paragraph 5 (B).

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to the following conditions precedent being satisfied, or otherwise waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D.

A. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

D. The Seller shall have timely performed all covenants and obligations required by this Agreement to be performed or complied with by the Seller on or before the Settlement.

E. At Settlement, (a) the Seller's collective fee simple title to the Property shall be marketable, good of record and in fact, and free and clear of all liens, encumbrances, and subject only to the waived Title Objections.

F. There shall not have occurred since the execution of this Agreement any adverse change in the amount or presence of any Hazardous Materials on or in the vicinity of the

Property (including the land, surface and subsurface soil, surface water, ground water and improvements, if any).

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to [select one]:  a municipal water and sewer system and has utility meters installed within the Property **OR**  a well and septic system located on the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except as set forth on **SCHEDULE A**.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

J. Violation Notice. Seller has not received any notice of any violation of any zoning, building, fire or other regulatory law, statute or ordinance relating to the Property and to Seller's knowledge the Property and the use of the Property is in compliance with all such laws, statutes and ordinances.

K. No Condemnation. Seller has not received any notice of any pending or threatened condemnation, eminent domain or zoning proceeding affecting the Property and to Seller's knowledge no such proceeding is pending or threatened.

L. Authority. The individuals signing this Agreement on behalf of the Seller are properly authorized to sign this Agreement and by so signing this Agreement do hereby bind the Seller; and no other signatures are necessary on the part of Seller to execute this Agreement and to make this a valid, binding, and enforceable agreement against Seller.

M. Insurance. There is currently in full force and effect with respect to the Property insurance and Seller shall maintain such insurance in its current form through Settlement.

N. Real Estate Taxes. Seller has received a notice of reassessment for real estate tax purposes of the Property for the 2012 and 2013 tax years and is not aware of any special assessment affecting the Property.

The representations and warranties made by Seller in this Agreement shall be accurate in all material respects on and as of Settlement with the same effect as though they had been made or given on or as of Settlement.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially or adversely affects the use of the Property as of Settlement, Purchaser shall be entitled, at its option, to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. If Purchaser is not entitled to terminate this Agreement under this Section 8, all applicable casualty loss insurance proceeds shall be paid to Purchaser at Settlement (or assigned to Purchaser if not previously).

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D.,

10 and 11. In the event Purchaser does not so terminate this Agreement, Seller shall not make a settlement of any claims related to such condemnation and shall assign to Purchaser all its rights in and to the condemnation proceeds.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising, testing investigating and making other findings related to the Property.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Selling Broker. Selling Broker shall be paid by Purchaser a fee of 3% of the Purchase Price at Settlement. The Seller shall have no responsibility for any payment to Selling Broker and Purchaser shall indemnify and hold Seller harmless from all liability, expense, loss, cost or damage, including reasonable attorney's fees, that may arise by reason of any claim by Selling Broker, unless the same arises out of Seller's default hereunder.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient or delivery is rejected, or three (3) business days after deposit with U.S. Mail and one (1) business day after deposit with a courier service.

For the Seller: Prince William County Public Schools  
ATTN: David Cline  
Edward L. Kelly Leadership Center  
14715 Bristow Road  
Manassas, VA 20112

*With copies to:* James Fagan, General Counsel  
Edward L. Kelly Leadership Center  
14715 Bristow Road  
Manassas, VA 20112

Gifford R. Hampshire, Esq  
Blankingship & Keith, P.C.  
Suite 201  
9300 West Courthouse Road  
Manassas, Va. 20110

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

For Purchaser: Shawn Landry and Mike Marsden  
15000 Washington Street  
Suite 200  
Haymarket, Va. 20169

*With a copy to:* Womble Carlyle Sandridge & Rice, LLP  
ATTN: Julia Kreyskop  
8065 Leesburg Pike, 4<sup>th</sup> floor  
Vienna, VA 22182

13. Default.

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. **Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages.** If the Deposit is retained as liquidated damages, Seller agrees to pay one-half of the Deposit to the Selling Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity and to damages, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s), then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be

amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument signed by both parties to this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement by Purchaser to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. Upon such assignment, Purchaser shall be released from liability hereunder. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

F. Survival of Representations. The representations, warranties and covenants contained in this Agreement shall remain operative and, except as otherwise provided herein, shall survive Settlement under this Agreement for a period of one (1) year.

15. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller.

16. Right of First Offer. During the first five (5) years after Settlement, Purchaser shall not sell the Property to any person or entity, other than to Purchaser's affiliate (provided in such event that such affiliate does not seek rezoning of the Property), unless Purchaser has complied with the provisions of this Section. In the event Purchaser decides to offer the Property for sale, Purchaser shall first notify Seller of Purchaser's intention and state the price at which Purchaser is willing to sell the Property. Seller shall have thirty (30) days after receipt of such notice in which to either accept or reject Purchaser's offer to sell the Property or offer to purchase the Property at a lesser price, which in all events shall be the fair market value of the Property. Failure by Seller to accept Purchaser's offer or to offer a lesser price within said thirty (30)-day period shall be deemed to constitute a rejection of Purchaser's offer. If Seller rejects Purchaser's offer to sell the Property or Seller does not accept Purchaser's offer, then Purchaser may sell and convey the Property to a third party, provided that (i) such sale is for a price not less than the price at which the Property was offered by Purchaser to Seller or the lesser price offered by Seller to Purchaser, and (ii) Purchaser and said third party enter into a bona fide, written agreement having as its sole subject matter the purchase and sale of the Property. The provisions of this Section shall be effective until the earlier to occur of (i) the sale of the Property to Seller, Seller's successors in ownership of the Property, or a third party pursuant to the provisions hereof, or (ii) the date which is five (5) years after Settlement.

17. Lease of Fields. At Settlement, Purchaser shall use good faith efforts to negotiate and enter into a customary and commercially reasonable form of lease agreement with Prince William County for use of the fields (the "Leased Property") located on the Property (the "Lease") for recreational sports purposes. The Lease shall be for a term of five (5) years and the other terms thereof shall be satisfactory to Purchaser, in its sole discretion. The Lease shall provide for Purchaser's right to terminate the Lease in the event that the Property is conveyed to any other party for consideration, such termination to be effective as of the consummation of the conveyance. In no event shall Prince William County be considered a third party beneficiary of this Agreement or this Paragraph 17.

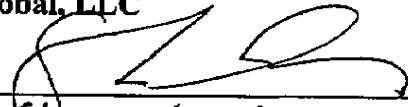
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Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)




Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

**Purchaser:**  
QBE Global, LLC

By:   
Name: Shawn Landry  
Title: President / CEO  
Date: 18 APR 2013

**Seller:**  
Prince William County School Board

By:   
Name: MILTON C. JOHNS  
Title: CHAIRMAN AT LARGE  
Date: 4/5/13

**Selling Company's Name and Address**

RE/MAX Allegiance  
5100 Leesburg Pike #200  
Alexandria, Va, 22302

**Purchaser's Agent's Name:** Roberta Radun  
Agent's tel. no.: 571-224-5940  
Fax no.: 866-256-6879  
Agent's email: roberta.radun@rmxtalk.com

Escrow Agent signs this Agreement to acknowledge its obligations herein.


**Esquire Settlement Services**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

**Purchaser:**  
QBE Global, LLC

By:   
Name: Stephen Landry  
Title: President/CEO  
Date: 18 Apr 2013

**Seller:**  
Prince William County School Board

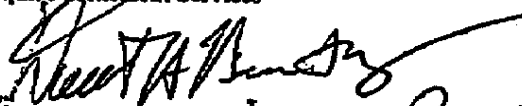
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Selling Company's Name and Address**

RE/MAX Allegiance  
5100 Leesburg Pike #200  
Alexandria, Va, 22302

Purchaser's Agent's Name: Roberta Radun  
Agent's tel. no.: 571-224-5940  
Fax no.: 866-256-6879  
Agent's email: roberta.radun@rmxtalk.com

**Esquire Settlement Services**

By:   
Printed Name: DANIEL H. BORINSKY  
Title: president + Authorized Agent.

Escrow Agent signs this Agreement to acknowledge its obligations herein.

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

**SCHEDULE A**

**LEASES, AGREEMENTS AND CONTRACTS**  
**FOR TENANTS AND OTHER PARTIES**  
**IN POSSESSION OF THE PROPERTY**

**List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.**

[none]

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

Schedule A

**SCHEDULE B**  
**CONTRACTS RELATING TO THE PROPERTY**  
**(Not terminable at will)**

[none]

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

Schedule B

### Exhibit B – Park Detail



Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

Office of the Clerk

June 3, 2013

SHAWN LANDRY  
15000 WASHINGTON ST.  
SUITE 200  
HAYMARKET, VA 20169

RECEIPT

RE: Haymarket Properties Group, LLC

Á

Á D: S4573319

Á DCN: 13-06-03-5694

Dear Customer:

This is your receipt for \$100.00 to cover the fee(s) for filing articles of organization for a limited liability company with this office.

The effective date of the filing is June 3, 2013.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck  
Clerk of the Commission

RECEIPTLC  
LLNCD  
CISECOM

P.O. Box 1197, Richmond, VA 23218-1197  
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630  
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk  
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, JUNE 3, 2013

The State Corporation Commission has found the accompanying articles submitted on behalf of Haymarket Properties Group, LLC

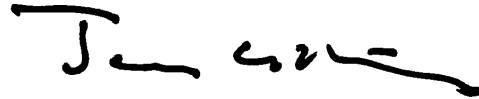
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective June 3, 2013.

STATE CORPORATION COMMISSION

By



James C. Dimitri  
Commissioner

DLLCACPT  
CISECOM  
13-06-03-5694

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

**ARTICLES OF ORGANIZATION  
OF  
HAYMARKET PROPERTIES GROUP, LLC**

The undersigned, pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, states as follows:

1. The name of the limited liability company is Haymarket Properties Group, LLC.
2. The purpose for which the limited liability company is formed is to engage in any lawful business, purpose or activity for which a limited liability company may be formed under the Virginia Limited Liability Company Act.
3. The name of the limited liability company's initial registered agent is Shawn Landry. The initial registered agent is an individual who is a resident of Virginia and a member or manager of the limited liability company.
4. The address of the limited liability company's initial registered office, which is identical to the business office of the initial registered agent, is 15000 Washington St., Suite 200, Haymarket, VA 20169. The initial registered office is located in Prince William County, Virginia.
5. The address of the limited liability company's principal office where the records of the limited liability company are to be kept is 15000 Washington St., Suite 200, Haymarket, VA 20169.

**ORGANIZER:**

/s/ Dr. Shawn Landry Date: June 3, 2013  
Dr. Shawn Landry



**From:** Mike Marsden [mike.marsden@qbe.net]  
**Sent:** Monday, June 17, 2013 5:54 PM  
**To:** Dr. Shawn Landry; Marchant Schneider  
**Subject:** Proffer

Pursuant to Section 15.1-491(a) of the Code of Virginia, the undersigned hereby proffers that in the event the Application for rezoning the subject Property from R-1 to the B-1 district is granted by the Haymarket Town Council, Haymarket, Virginia, as requested, the use and development of the Property shall be in conformance with the below provisions. In the event the above referenced rezoning is not granted as applied for by Applicant, this Proffer Statement and these proffers shall be automatically withdrawn and be null and void.

In consideration of this application to B1 Zoning and discussions with the Town and the County, QBE Global would commit to the following provisions.

1. **Park Preservation:** *Owners intent, in accordance with the ratified Sales Contract attached hereto as Exhibit A, is to maintain public-use of the fields adjacent to the building, attached hereto as Exhibit B, so long as a public or private partner is willing to enter into a commercially reasonable form of lease agreement. However, if for a period of one year no parties public or private agree to lease, owner will consider options to maintain the fields or be free to develop a plan that is inline with the by-right proposed zoning. The one year period will begin after written notice to the Town of Haymarket that no lease exists.*
2. **Site Plan Improvements:** *QBE will work with the Town to complete a Final Site Plan for the Property once QBE's office use exceeds 40% of the entire available space. With this final site plan QBE will provide an implementation schedule in support of all site plan requirements*
3. **Controlling Entity:** *QBE / QBE Global is in the process of creating the entity that will Purchase and operate the property, this is done for liability reasons, the name of the entity and future owner of the property is Haymarket Properties Group, LLC – VA SCC filing certificate is located in Exhibit C. The owners are the same as QBE / QBE Global.*

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




---

TO: Town of Haymarket Town Council  
 SUBJECT: Boundary Line Adjustment  
 DATE: 07/01/13

---

At its June 3 meeting, the Town Council discussed the Boundary Line Adjustment (BLA) request. Citing expectations that the entirety of the PACE West school was to be utilized by QBE Global, LLC, that the recreation fields were to continue to be made available, and that the property was to be rezoned to a business district, the Town Council first voted against the application. The Council subsequently reconsidered its decision following an offer by the Applicant to submit a rezoning application for business use and further clarify the continued use of the recreation fields. The Council also instructed staff to forward a letter to the Board of County Supervisors stating the Town's interest and support in initiating the BLA based on the Applicant's pursuit of the rezoning and that the recreation fields will be used by the Prince William County Parks and Recreation Department for the foreseeable future.

Should the Council and the BOCS support the agreement, public hearings are required by both governing bodies. A tentative public hearing by the Town Council is scheduled for June 27, 2013. Staff has drafted a Resolution for the Town Council requesting the BOCS support for the BLA agreement. Also included is a draft BLA Agreement and cover letter for the package of documents (see attached). The Town Attorney has reviewed the documents.

#### BACKGROUND

QBE Global, LLC, contract purchaser of PACE West school, has submitted a Boundary Line Adjustment (BLA) request to adjust the corporate boundary between Prince William County and the Town in order to place the entirety of the PACE West School within Haymarket (see attached QBE letter dated May 3, 2013). The existing corporate boundary currently bifurcates the PACE West School building. The request involves the Town Council entering into an agreement with the Prince William County Board of County Supervisors (BOCS) to adjust the corporate boundary. The Town has previously executed two such agreements in 2000 (Sheetz and Rose/Millwork property) and in 2005 (Robinson's Paradise). When adjusted into the Town, the property will automatically zone to Residential District R-1. QBE intends to move several uses into the building under the R-1 designation (school, church, limited office) on an interim basis and make the recreation fields available to Prince William County Parks and Recreation through a lease agreement. QBE has also submitted a rezoning application to rezone the property from R-1 to B-1.

#### TOWN R-1 ZONING AND PLANNED PUBLIC / SEMI-PUBLIC USES.

Development within the R-1 District is limited to single-unit dwellings plus certain additional uses such as schools, parks, churches and certain public facilities to serve the community. Limited professional offices are also permitted by special use permit.

The Town's Comprehensive Plan designates the property within the Town as Public / Semi-Public use. Regarding the PACE West School area, the Plan directs that *"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.”*

While the school building is being made available in a limited capacity to community-serving uses such as schools and churches, the balance of the property is being leased to Prince William County Parks and Recreation in a manner consistent with the R-1 zoning district and Planned Public / Semi Public Use.

#### ANTICIPATED DEVELOPMENT PROGRAM

As noted above, QBE's short-term goal is to pursue certain non-residential uses within the R-1 zoning district that are permitted by-right (school, church) and by special use permit (limited office) in order to immediately occupy the school building and begin upgrades to the physical plant. The recreation fields will continue to be made available to the public. It is anticipated that QBE Global, within a reasonable period of time, will consolidate its affiliates and/or subsidiaries into the school building. This plan will require a rezoning of the property to a commercial use (currently under review). It is expected that the rezoning process will address continued use of the recreation fields as well as address the timing of site upgrades to meet current development standards (i.e. streetscape, parking, lighting, landscaping, etc.). Traffic impact and compatibility with adjacent residential uses will be addressed during the site plan process.

#### DRAFT MOTION(S)

1. I move that the Town Council adopt Resolution RES#20130627 - 1;

OR

2. I move an alternate motion

#### ATTACHMENTS

1. Town Council correspondence to Chairman Corey A. Stewart
2. Town Council Resolution - BLA Request for PACE West
3. Town-County BLA Agreement
4. Town Council Cover Letter to BOCS RE: BLA
5. QBE Global correspondence dated May 3, 2013
6. Graphic - PACE West School
7. Plat - BLA Area
8. Metes and Bounds - BLA Area

#### **ATTACHMENTS:**

- (2) 06-04-2013 BLA Interest to Initiate Leake-Stewart (PDF)
- (3) DRAFT TC RESOLUTION-BLA PACE WEST\_ REVISED 06-27-13 (PDF)
- (4) DRAFT TOWN-COUNTY BLA AGREEMENT\_ REVISED 06-27-13 (PDF)
- (5) DRAFT TC COVER LETTER TO BOCS-BLA \_REVISED 06-28-13 (PDF)
- (6) QBE BLA REQUEST 05-03-13 (PDF)
- (7) Pace\_West\_School\_Existing\_Boundary\_GRAPHIC (PDF)
- (8) PLAT - PACE WEST, BLA AREA (PDF)
- (9) Metes and Bounds PACE WEST - BLA AREA (PDF)



The Town of  
**HAYMARKET**  
 Established in 1799

Mr. Corey A. Stewart  
 Chairman at- Large  
 Prince William County  
 Board of Supervisors  
 1 County Complex Court  
 Prince William, Virginia 22192

Mr. Stewart: *Corey*

On behalf of the Town of Haymarket, it is our intent to express our support and interest in initiating a boundary line adjustment at the PACE West School located in Haymarket at 14550 John Marshall Highway. Our support is based on the following:

1. The applicant will file and pursue a rezoning of the property to a business district.
2. The ball fields will continue to be used by the Prince William County Parks and Recreation Department for the foreseeable future.

It is our impression that the potential owners/ applicants are willing to work with the Town on these issues and therefore the Town supports the boundary line adjustment with the County on that basis. It is the Town's intent to work with the County throughout this process and I would encourage you to contact the Town if you have any questions or concerns.

Sincerely,

David M. Leake  
 Mayor

CC: Ms. Melissa S. Peacor, County Executive  
 Mr. Phillip J. Campbell, Assistant to County Executive/ Board of Supervisors Clerk

## RESOLUTION 20130627 - 1

### RESOLUTION OF THE HAYMARKET TOWN COUNCIL STATING ITS INTEREST IN ENTERING INTO AN AGREEMENT WITH PRINCE WILLIAM COUNTY AUTHORIZING ADJUSTMENTS TO THE CORPORATE BOUNDARY LINE OF THE TOWN OF HAYMARKET RE: PACE WEST SCHOOL PROPERTY

WHEREAS, QBE Global, LLC is the contract purchaser on the property owned by the Prince William County School Division, known as the PACE West School, GPIN 7397-19-1734; and

WHEREAS, the Town boundary of the Town of Haymarket bifurcates the PACE West School building resulting in the majority of the property, including recreation fields utilized by the Prince William County Department of Parks & Recreation, being located within the Town; and

WHEREAS, QBE Global, LLC by letter dated May 3, 2013, has petitioned the Haymarket Town Council requesting support of QBE Global's efforts to redevelop the property and allow for continued use of the recreation fields; specifically, support for a boundary line adjustment to include the entire property within the Town of Haymarket's corporate limits; and

WHEREAS, the proposed boundary line adjustment would cause approximately 2.0783 acres of property located within Prince William County to be added to the Town of Haymarket; and

WHEREAS, in accordance with Code of Virginia Section 15.2-3106, *et seq.*, two localities may, by agreement, relocate a common boundary line; and

WHEREAS, QBE Global, LLC established its corporate headquarters within the Town of Haymarket in 2008 and has since been a good corporate citizen to the Town and County and, as such, the Haymarket Town Council wishes to retain QBE Global as a contributing resource to the community; and

WHEREAS, the Comprehensive Plan of the Town of Haymarket designates the portion of the property within the Town limit's as Public / Semi Public use and directs that "...close coordination must be maintained with the Prince William County School Board and the County Board of Supervisors so that the full potential [of PACE West School] may be explored as a social, business and recreational center for the Town and adjoining area residents"; and

WHEREAS, the Haymarket Town Council has determined that QBE Global's proposal is consistent with the Town's land use vision and would be a mutually beneficial arrangement for both the County and the Town; and

WHEREAS, the proposed boundary line adjustment would eliminate the cost of duplicative development review and permitting by both jurisdictions and would expedite QBE Global's effort to repurpose the Pace West School building and property for benefit of the community; and

WHEREAS, a proposed agreement in the form attached hereto as Exhibit A has been drafted by staff for the Town of Haymarket, addressing the parcel lying partially in the Town and partially within the County; and

WHEREAS, the Haymarket Town Council held a public hearing on the boundary line adjustment and draft agreement on June 27, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Haymarket Town Council does hereby request that the Board of County Supervisors, authorize a public hearing to consider an agreement between Prince William County and the Town of Haymarket for a boundary line adjustment in the general form of Exhibit A.

Done this 27<sup>th</sup> day of June, 2013

TOWN OF HAYMARKET, VIRGINIA

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Voting Aye: \_\_\_\_\_

Voting Nay: \_\_\_\_\_

Abstaining: \_\_\_\_\_

Absent: \_\_\_\_\_

DRAFT

**AGREEMENT BETWEEN  
PRINCE WILLIAM COUNTY AND THE TOWN OF HAYMARKET FOR  
2013 BOUNDARY LINE ADJUSTMENT**

**THIS AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Board of County Supervisors of Prince William County, a political subdivision of the Commonwealth of Virginia, (the “County”), and the Town of Haymarket, a Municipal Corporation of the Commonwealth of Virginia, (the “Town”).

**WITNESSETH:**

**WHEREAS**, the Town has identified a certain location more particularly described herein and on the plat attached hereto and incorporated herein as Exhibit A, wherein adjustment of the existing Town/County boundary is desired; and

**WHEREAS**, the County and the Town have agreed to enter into this Agreement to adjust the Town/County boundary line, pursuant to Code of Virginia Section 15.2-3106, et seq., which provides for the adjustment of boundaries between localities by agreement;

**WHEREAS**, the County and Town have properly advertised the adoption of this agreement, in accordance with Section 15.2-3107 VA Code Ann;

**NOW, THEREFORE**, in consideration of the foregoing, the County and the Town agree as follows:

1. The County/Town boundary shall be adjusted as provided herein in accordance with the procedures set forth in Sections 15.2-3106, et seq., VA Code Ann.

2. The boundary between the County and Town shall be adjusted so that the following area will be included within the jurisdiction of the Town:

All that certain area containing approximately 2.0783 Acres (90,530 sq. ft.) contained within GPIN 7397-19-1734 (owned by the County School Board of Prince William County) as described in the attached metes and bounds property description and as shown on the attached plat entitled "PLAT SHOWING A BOUNDARY LINE ADJUSTMENT OF THE TOWN OF HAYMARKET CORPORATE LINE ON THE LAND OF THE COUNTY SCHOOL BOARD OF PRINCE WILLIAM COUNTY THE TOWN OF HAYMARKET, VIRGINIA" as prepared by William G. Lippy, Jr., land surveyor, Rice Associates, Manassas, Virginia and dated May, 2013 (stamped 5-23-13). The metes and bounds property description and the plat are incorporated by this reference.

3. The County and the Town shall cooperate in the production of all exhibits necessary to effect the aforesaid boundary adjustment.

4. The County and the Town shall jointly petition the Circuit Court of Prince William County seeking the aforesaid adjustments to the County/Town boundary, and the County Attorney and the Town Attorney are hereby authorized to execute such a petition on behalf of the County and Town respectively.

**WHEREFORE**, in consideration of the foregoing, the authorized representatives of the County and the Town have executed this Agreement in duplicate on behalf of the parties on the date and year first hereinabove written.

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

---

**COREY A STEWART, CHAIRMAN**

ATTEST



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CLERK TO THE BOARD

**TOWN OF HAYMARKET, VIRGINIA**

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**DAVID LEAKE, MAYOR**

ATTEST:

---

TOWN CLERK

June 28, 2013

Board of County Supervisors  
Prince William County Government  
1 County Complex Court  
Prince William, VA 22192

**VIA E-Mail / U.S. Mail**

**RE: AGREEMENT WITH PRINCE WILLIAM COUNTY AUTHORIZING  
ADJUSTMENTS TO THE CORPORATE BOUNDARY LINE CONCERNING PACE  
WEST SCHOOL**

Dear Chairman Stewart and County Board of Supervisors:

Request

Attached is a Resolution passed by the Town Council on June 27, 2013 requesting that the Board of County Supervisors (“BOCS”) hold a public hearing regarding an agreement with the Town of Haymarket to adjust the corporate boundary between the County and the Town. The request is initiated on behalf of QBE Global, LLC which, as you are aware, is the contract purchaser for the PACE West School in Haymarket. The existing corporate boundary bifurcates the PACE West School building. This condition presents multiple challenges to the redevelopment of the property. The Council believes there is mutual benefit to both the County and the Town should the entirety of the PACE West School property be incorporated into the Town and the property developed in the manner described in the attached correspondence from QBE Global to the Town Council dated May 3, 2013.

Town R-1 Zoning and Planned Public / Semi-Public Uses

The Council would note for the BOCS that the portion of the property within the Town corporate limits is zoned Residential District R-1. The Haymarket Town Code states additional lands incorporated into the Town are to be automatically classified as R-1. Development within the R-1 District is limited to single-unit dwellings plus certain additional uses such as schools, parks, churches and certain public facilities to serve the community. Limited professional offices are also permitted by special use permit.

The Town’s Comprehensive Plan designates the property within the Town as Public / Semi-Public use. Regarding the PACE West School area, the Plan directs that *“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.”*

### Town Historic District

The subject property is also located with the Town’s Old and Historic Haymarket District Overlay and the school building is designated a historic building within the Overlay. Improvements to the property and building will require a Certificate of Appropriateness from the Town’s Architecture Review Board (ARB).

### Existing Conditions

The PACE West School property is situated at the easternmost boundary of the Town. The property is bordered by public streets to the south (Washington Street) and west (Bleight Drive). A small-lot single-family development (Haymarket Station) and several townhouse units (Greenhill Crossing) are located across Washington Street opposite the school. A second small-lot single-family development (Villages of Haymarket) and the Town-owned Harrover properties face PACE West across Bleight Drive. A twelve unit townhome community (Alexandra’s Keep) has been recently developed along the northern boundary. A small commercial center (Haymarket Professional Building) is located east of the property within the County (zoned M-2 and planned Commercial Employment Center). Near that commercial center is the school building, which is on the property’s eastern boundary. The recreation fields screen and separate the school building from the surrounding residential developments.

### Anticipated Development Program

It is understood that QBE Global’s short-term goal is to pursue certain non-residential uses that are permitted by-right and by special use permit within the R-1 zoning district in order to immediately occupy the school building and begin upgrades to the physical plant. The recreation fields existing on the property are to be made available to the Prince William County Department of Parks & Recreation by lease agreement. It is anticipated that QBE Global, within a reasonable period of time, will consolidate its affiliates and/or subsidiaries into the school building. This plan will require a rezoning of the property to a commercial use (currently under review). It is expected that the rezoning process will address continued use of the recreation fields as well as address the timing of site upgrades to meet current development standards (i.e. streetscape, parking, lighting, landscaping, etc.). Traffic impact and compatibility with adjacent residential uses will be addressed during the site plan process.

The Town looks forward to working with the County on the enclosed Boundary Line Adjustment Request. Should the BOCS have any questions or require further information, please contact the Haymarket Town Manager, Brian Henshaw, at 703.753.2600.

Very Truly Yours,

Town Council of Haymarket, Virginia

Enclosures

cc: Members of the Haymarket Town Council  
Members of the Haymarket Planning Commission  
Pete Candland, Gainesville District Supervisor  
Dr. Shawn Landry, QBE Global, LLC  
Jennifer Preli, Town Clerk



May 3, 2013

Mayor David Leake  
And The Haymarket Town Council  
c/o Jennifer Preli, Town Clerk  
PO Box 1230  
Haymarket, VA 20168

Dear Mayor Leake and Haymarket Town Council:

QBE Global, LLC is the contract purchaser on the property owned by the Prince William County School Division, known as the PACE West School. The property, which under the School Board's ownership has been exempt from taxation, lies partly within the Town of Haymarket and partly within the County. The property is approximately 8.8 acres, a majority of it, including most of the main building, lies within the Town.

QBE's plan is to share and sub-lease portions of the building to allow other local companies to grow and prosper until we can fully utilize the space, which is projected to be over the next 5-10 years. As our company grows, so does the number of people we will employ, which generates income for the economy and revenue for the tax bases of both the Town and the County. Our plan for public space use will allow for the County Parks and Recreation use of the fields within a long term lease. QBE is currently working with the County Parks and Recreation to propose adequate access and parking for the efficient use of the sports fields.

We think this project can only come to fruition on the scale and within the time frame we envision if the entire parcel is placed within the Town's boundaries. This would ease the land use approval process, because only one governing body would be involved. Further, given the relative scale of this project to the Town and its workload and this project to the County and its workload, the Town's process can address this project on a shorter time line than the County's, and at less cost to us as property owner. The Town is also a good choice because it is our intent that this project harmonize with other land uses and businesses nearby in the Town, and we already have business operations which will continue in the Town. As a constituent of the Town, QBE is of course also a constituent of the County, but allowing the Town to manage the land use process for this property will further the connections between this project and the Town which are important to the success of the project. In this particular case, we believe that the Town's land use regulations and our plans will produce a project that will benefit the public consistent with the Board's intentions as the governing body of the County.

QBE is requesting the former PACE West School's boundary lines to be adjusted so that the entire property is located within the Town of Haymarket's corporate limits.

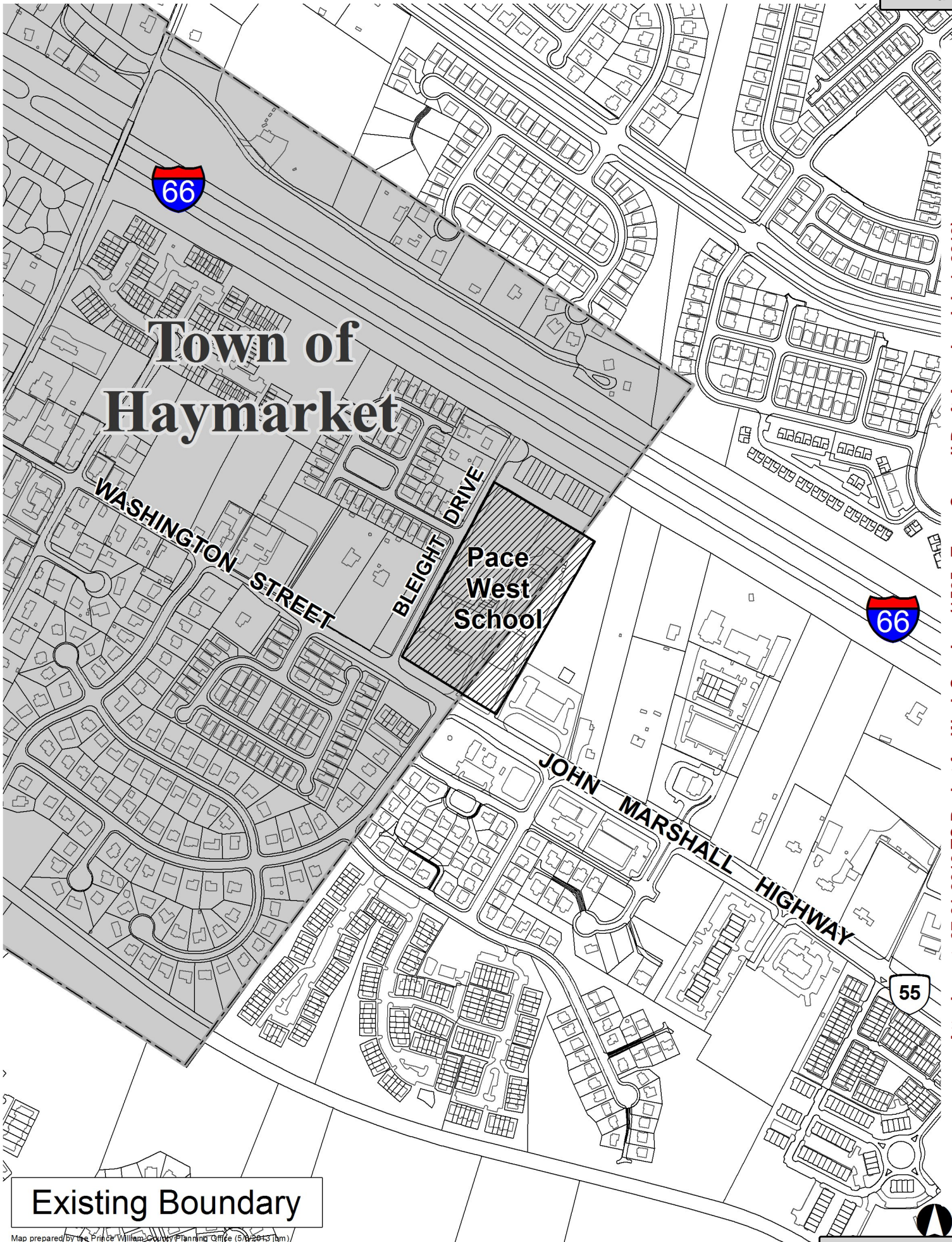
QBE is excited about this project because it will contribute to the economy, will provide reliable access to the fields for recreation, and will allow us to grow as a corporate citizen of both the County and the Town.

We look forward to discussing our ideas with the Board and the Town, and hope that the Board and Town will give favorable and expedited consideration to our request for boundary line adjustment so the project can move ahead.

Sincerely,

Dr. Shawn Landry  
President

# Town of Haymarket



Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)

Existing Boundary

Map prepared by the Prince William County Planning Office (5/9/2013 jsm)





Metes and Bounds Property Description  
 On that portion of the land within Prince William County  
 The County School Board of Prince William County  
 "PACE West School"  
 GPIN: 7397-19-1734  
 (Deed Book 97 at Page 445)  
 (Deed Book 99 at Page 260)  
 (Deed Book 177 at Page 503)  
 Town of Haymarket, Virginia  
 May 23, 2013

Beginning at an iron pipe found at the southeast corner of the land of Parcel "A", Alexandra's Keep being the land of Alexandra's Keep Homeowners Association and the land of Trusted Management and Services, LLC, and the northern property line of the County School Board of Prince William County.

Thence, departing said Parcel "A" and running with the said land of Trusted Management and Services, LLC the following two (2) bearings and distances:

1. **S 59°32'55" E a distance of 59.29 feet**, to an iron pipe found,
2. **S 29°32'37" W a distance of 827.60 feet** to an iron pipe found at the southwest corner of the said land of Trusted Management and Services, LLC and the northern right-of-way line of John Marshall Highway (Route 55).

Thence, departing said land of Trusted Management and Services, LLC and running with the said northern right-of-way line of John Marshall Highway, **N 59°39'41" W a distance of 159.53 feet** to a point at the northern line of said John Marshall Highway.

Thence, departing said John Marshall Highway and running through the land of the County School Board of Prince William County, **N 36°27'44" E a distance of 832.38 feet** to the point of beginning.

Containing 90,530 square feet or 2.0783 acres of land more or less




---

TO: Town of Haymarket Town Council  
 SUBJECT: Haymarket Baptist Church - Final Site Plan  
 DATE: 07/01/13

---

The Trustees of Haymarket Baptist Church have submitted a final site plan to construct a sanctuary addition and parking lot improvements at 14820 Washington Street. The Town Council held a joint public hearing in April 1, 2013 regarding alternative perimeter landscaping and a waiver of parking lot landscaping associated with the final site plan. At its June meeting, the Planning Commission forwarded the site plan and associated alternative buffers and waiver of parking lot landscaping requirements to the Town Council with a recommendation of approval.

#### BACKGROUND

The Town Council approved the corresponding preliminary site plan in 2008. As noted above, the final site plan proposes a sanctuary addition and paved parking for the church and pre-school. The Church and Town Staff continue to coordinate the timing of the proposed improvements with the ongoing streetscape improvements along Washington Street. The Church has proposed alternative vegetative screens and buffer yards as described in the attached narrative.

Pursuant to Sections 58-699(c) and 58-703(f) of the Town Code, the Town Council may consider waivers, reductions, modifications, or alternative Landscaping, Screening, Buffering, Open Space, and Streetscape requirements proposed in conjunction with a final site plan. Specifically, the Applicant is requesting alternative buffer yards to the buffer yards required by Sections 58-701 and 58-702 and a waiver of perimeter parking lot landscaping required by Section 58-703.

#### DRAFT MOTIONS

1.a. I move that the Town Council approve final site plan FSP#20081212, Haymarket Baptist Church - Building Addition and Parking Expansion, prepared by Ross, France, and Ratliff, LTD, dated May 15, 2007, sealed May 16, 2013, BUT EXPRESSLY CONDITIONED UPON THE FOLLOWING:

1. Recordation of a Stormwater Management Facilities Maintenance Agreement providing for maintenance of all such facilities without cost to the Town for all on-site (and off-site, if applicable) stormwater facilities to be installed in conjunction with the development of the subject property; and,
2. Payment of all costs, fees and expenses due the Town. and

1.b. I further move that the Town Council, pursuant to Sections 58-699(c) and 58-703(f) of the Town Code, approve the alternative buffer yards and waiver of perimeter parking lot landscaping as depicted on Sheet 6 of FSP#20081212;

and

1.c. I further move that the Town Council approve the record plat titled "Record Plat Showing Consolidation and Various Easements the Property of Trustees of Haymarket Baptist Church, prepared by Ross, France, Ratliff, LTD, dated July 7, 2008, and its associated Deed of Consolidation and Easement, subject to, BUT EXPRESSLY CONDITIONED UPON THE

## FOLLOWING:

1. Recordation of all plats and documentation in a form and substance as approved by the Town Attorney; and
2. Payment of all costs, fees and expenses due the Town; and
3. The foregoing two conditions to be completed and satisfied within 180 days of the date of Town Council approval, otherwise the approval to be void and of no further effect.

OR, 2. I move an alternate motion

## ATTACHMENTS:

- 2 - Screen\_Modification\_Request 02-06-13 (PDF)
- 3 - SHEET 6 - LANDSCAPE PLAN (PDF)



## Ross, France & Ratliff, Ltd.

8802 SUDLEY ROAD • MANASSAS, VIRGINIA 20110-4731 • 703-361-4188 • FAX 703-361-6353

**Thomas A. Dougher**  
President

**Charles E. Ross**  
**Joe H. France**

**R. Michael Massey II**  
Vice President, Secretary

**Larry J. Ratliff**  
Vice President, Treasurer

February 6, 2013

*Via Courier*

R. Marchant Schneider  
Town Planner  
Town of Haymarket  
P.O. Box 1230  
Haymarket, VA 20168

Re: Haymarket Baptist Church  
Alternative Screens and Modifications Request

Dear Marchant:

As a follow-up to our recent meeting and on behalf of Haymarket Baptist Church (the "Church"), attached please find an 11x17 copy of the Landscape Plan, dated May 15, 2007, last revised January 25, 2013, which is sheet 6 of 10 of the site plan.

Pursuant to Section 58-699(c) and Section 58-703(f) of the Town Code, and on behalf of the Church, we formally request approval of the alternative screen provided along the Church's western property line, and approval of a waiver of any perimeter parking lot landscaping requirement along a portion of the property's eastern property line. The specific requests are as follows:

1. Modification to Section 58-701 and -702, Buffer Yard. Zoning Ordinance § 58-702 requires a 25' opaque screen between B-1 and R-1 zoned properties. As depicted on the Landscape Plan, the Church is proposing a 6' tall wooden fence along the entirety of its western property line to satisfy the buffer yard requirement, which will provide a completely opaque screen in this location. Currently, there is a 6' tall fence along the boundary with GPIN 7397-09-0555, and a new 6' tall fence is proposed along the boundary with GPIN 7397-09-1178. The Church's request is justifiable because i) the use of the property is compatible with the B-1 zoning of the commercial properties, i.e. it is dissimilar from a traditional residential use, ii) there is insufficient room to provide a 25' buffer considering the location of the existing Church structure and the location of the proposed stormwater management facility and tot lot, and iii) additional buffer area is

being installed adjacent to the R-2 zoning district along the northern property boundary. The additional buffer is shown on attached sheet 6.

2. Modification to Section 58-703(b),(c) or (d), Perimeter Parking Lot Landscaping. It is questionable whether perimeter parking lot landscaping is even required for the Church's eastern property line, since there is not a public street adjacent to this property line (per § 58-703(c)), or another parking lot (per § 58-703(d)). Nonetheless, the Church requests a waiver of the perimeter parking lot landscaping requirement, to the extent one is determined to exist, so that no landscaping is required along that portion of the eastern property line where the Town's new storm drainage pipe will be located. There is insufficient room to accommodate both the storm drain pipe and perimeter landscaping. Additionally, the Church permits parking in its lot during Haymarket Day, and perimeter parking lot landscaping would frustrate passage to the Town's adjacent property. Please note that landscaping is provided along the eastern property line where it can be installed.

Please do not hesitate to let me know if you should have any questions or need additional information. I appreciate your assistance in this regard.

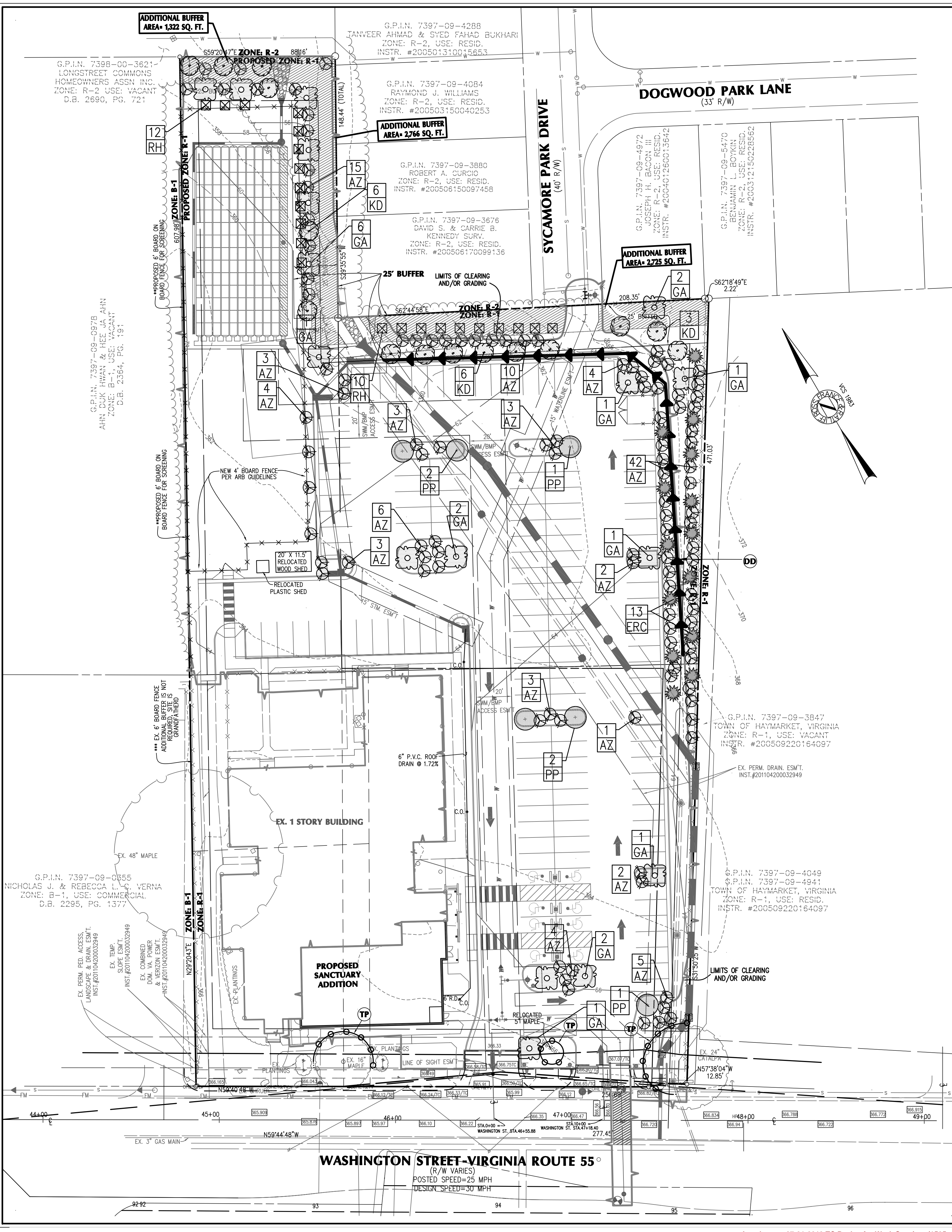
Very truly yours,



R. Michael Massey II, P.E., L.S.

Enclosure

cc: Mrs. Otelia Frazier, People of Hope Committee, Haymarket Baptist Church  
Michael J. Coughlin, Esq.  
Jessica Sacksteder



**BUFFER NARRATIVE**

**PROJECT DESCRIPTION:**  
 THIS SITE CONSISTS OF 3.36 ACRES FOR HAYMARKET BAPTIST CHURCH OF WHICH 2.60 ACRES WILL BE DISTURBED FOR A BUILDING ADDITION, PARKING EXPANSION, AND AN UNDERGROUND DETENTION SYSTEM. THE SITE IS LOCATED ON THE NORTH SIDE OF WASHINGTON STREET IN HAYMARKET. THE SITE IS PRESENTLY DEVELOPED AS A CHURCH. THERE IS A WOODED AREA TO THE NORTH ALONG THE ADJOINING SINGLE FAMILY PROPERTIES WHICH PROVIDES A BUFFER.

**SCREENING AND BUFFER YARD MATRIX:**

**SITE ZONE R-1**  
 \*THE NORTHERN PART OF THE SITE IS R-1 ZONE AND ADJOINING LAND USE ZONED R-2, A 10 FOOT BUFFER YARD WITH A TRANSPARENT SCREENING IS REQUIRED. THE PLAN PROPOSED A 25 FOOT WIDE BUFFER YARD WITH A TRANSPARENT SCREENING. AN ADDITIONAL 15 FOOT WIDE BUFFER YARD IS PROPOSED THROUGHOUT THE NORTHERN SIDE TO HELP AREAS WHERE THE STANDARD CANNOT BE MET.

**\*\*THE NORTHWESTERN PART OF THE SITE PROPOSED R-1 ZONE (EXISTING ZONE B-1) AND ADJOINING LAND USE ZONED B-1, A 25 FOOT WIDE BUFFER YARD WITH AN OPAQUE SCREENING IS REQUIRED. HOWEVER THE UNDERGROUND STORMWATER MANAGEMENT IS PROVIDED 5 FEET OUTSIDE THE PERIMETER OF ADJOINING AREA AND A 6 FOOT BOARD ON BOARD FENCE HAS BEEN PROPOSED AS AN ALTERNATIVE SCREENING.**

**\*\*\*THE SOUTHWESTERN PART OF THE SITE EXISTING ZONED R-1, AND ADJOINING LAND USE ZONED B-1, A 25 FOOT WIDE BUFFER YARD WITH AN OPAQUE SCREENING IS REQUIRED. HOWEVER THERE IS NO IMPROVEMENT IN THIS AREA AND AN EXISTING 6 FOOT BOARD ON BOARD FENCE HAS BEEN PROVIDED AS AN ALTERNATIVE SCREENING METHOD. NO ADDITIONAL METHOD IS APPLIED.**

THE EASTERN PART OF THE SITE ZONED R-1, AND ADJOINING LAND USE ZONED R-1, NO BUFFER IS REQUIRED

**NOTE:**

1. THE OWNER OF FEE TITLE TO ANY PROPERTY ON WHICH PLANT MATERIAL HAS BEEN ESTABLISHED IN ACCORDANCE WITH AN APPROVED LANDSCAPE/PLANTING PLAN, SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE APPROVED PLANT MATERIAL, AS REQUIRED BY THE ORDINANCE.
2. THE WASHINGTON STREET IMPROVEMENT PLAN PHASE 1A PROJECT WILL MEET THE STREETSCAPE REQUIREMENTS OF SECTIONS 58-713 THROUGH 58-526 AS PART OF THE BUILDING ADDITION AND PARKING LOT EXPANSION. SEE ZONING DETERMINATION ON SHEET 3.

**"SCREENING AND BUFFER YARD MATRIX. SITE LAND USE IS: R-1 AND ADJOINING LAND USE IS: R-2 SCREEN A (SA)**

G.P.I.N. 7398-00-3621, 7397-09-4288, 7397-09-4084, 7397-09-3880, 7397-09-3676, 7397-09-4972

REQUIRED BUFFER WIDTH: 10'	PROVIDED BUFFER WIDTH: 25'
REQUIRED BUFFER AREA: 4,450 SQ. FT.	PROVIDED BUFFER AREA: 6,813 SQ. FT.
TYPE OF PLANT: ALT.1	
1/1000 SQ.FT. CANOPY TREES, 4450/1000 = 5 REQUIRED	9 PROVIDED
1/500 SQ.FT. ORNAMENTAL TREES, 4450/500 = 9 REQUIRED	14 PROVIDED
0 EVERGREEN TREES, = 0	
1/100 SQ.FT. SHRUBS, 4450/100 = 45 REQUIRED	48 PROVIDED
<b>TOTAL NUMBER OF TREES REQUIRED</b>	<b>59 REQUIRED 70 PROVIDED</b>

**"SCREENING AND BUFFER YARD MATRIX. PROPOSED SITE LAND USE IS: R-1 AND ADJOINING LAND USE IS: B-1 SCREEN C (SC) G.P.I.N. 7397-09-0978**

REQUIRED BUFFER WIDTH: 25'

**\*\*\*THE STANDARD BUFFER CANNOT BE MET PURSUANT TO SECTION 58-702. PER SECTION 58-699(d), AN ALTERNATE SCREEN IS PROVIDED BY A 6 FOOT BOARD ON BOARD FENCE ADJACENT TO G.P.I.N. 7397-09-0978 AND ADDITIONAL BUFFER AREAS ADJACENT TO THE R-2 ZONING DISTRICTS ALONG THE NORTHERN PROPERTY BOUNDARY.**

SEE BUFFER NARRATIVE. THIS SHEET.

**"SCREENING AND BUFFER YARD MATRIX. EXISTING SITE LAND USE IS: R-1 AND ADJOINING LAND USE IS: B-1 SCREEN C (SC) G.P.I.N. 7397-09-0355**

REQUIRED BUFFER WIDTH: 25'

**\*\*\*THE STANDARD BUFFER CANNOT BE MET PURSUANT TO SECTION 58-702. PER SECTION 58-699(c), AN ALTERNATE SCREEN IS PROVIDED BY AN EXISTING 6 FOOT BOARD ON BOARD FENCE ADJACENT TO G.P.I.N. 7397-09-0355 AND ADDITIONAL BUFFER AREAS ADJACENT TO THE R-2 ZONING DISTRICTS ALONG THE NORTHERN PROPERTY BOUNDARY.**

SEE BUFFER NARRATIVE. THIS SHEET.

**SCHEDULE C**  
 PARKING LOT INTERIOR PLANTING

- 1) AREA OF PARKING: 61,017 SQ. FT.
- 2) INTERIOR LANDSCAPED AREA REQUIRED: 3,051 SQ. FT. (5%)  
 INTERIOR LANDSCAPED AREA PROVIDED: 3,946 SQ. FT. (6.5%)  
 INTERIOR PARKING: 61,017 SQ. FT. (GROSS) 5% = 3,051 SQ. FT. REQUIRED  
 = 3,721 SQ. FT. PROVIDED

PARKING SPACES PROVIDED: 143  
 CANOPY TREES REQUIRED: 1/10 SPACES=14  
 CANOPY TREES PROVIDED: 15  
 SHRUBS REQUIRED: 3/10 SPACES=43  
 SHRUBS PROVIDED: 43

**SCHEDULE E**  
 PARKING LOT PERIMETER AREA G.P.I.N. 7397-09-3847

REQUIREMENT: 2 TREES AND 6 SHRUBS FOR EVERY 30 LINEAR FEET OF LANDSCAPE PARKING STRIP.

- 1) LENGTH OF LANDSCAPE PARKING STRIP: 340 FT.
- 2) NUMBER OF PLANTS REQUIRED:  
 340 FT./30 FT.=11 (22 TREES & 66 SHRUBS)  
 \*LENGTH OF LANDSCAPE STRIP PROVIDED = 220\*
- 3) NUMBER OF PLANTS PER REQUIRED PROVIDED LENGTH:  
 210 FT./30 FT. = 7 (14 TREES & 42 SHRUBS)

\*THE STANDARD PERIMETER PARKING LOT LANDSCAPE CANNOT BE MET PURSUANT TO SECTION 58-702(g). PER SECTION 58-703(f), AN ALTERNATE SCREEN IS PROVIDED ADJACENT TO G.P.I.N. 7397-09-3847 DUE TO DRAINAGE INFRASTRUCTURE ASSOCIATED WITH THE WASHINGTON STREET IMPROVEMENT PLAN PHASE 1A AND PEDESTRIAN INTERCONNECTIVITY WITH THE ADJACENT TOWN OWNED PROPERTIES.

**SCHEDULE H - LANDSCAPE LEGEND**

SYMBOL	BOTANICAL NAME	COMMON NAME	HEIGHT	CALIPER	QUANTITY
<b>LARGE DECIDUOUS TREES</b>					
	FRAXINUS PENNSYLVANIA	GREEN ASH	10'-12' (HT.)	2.5 INCHES	17
	PRUNUS CERASIFERA	PURPLE PLUM	10'-12' (HT.)	2.5 INCHES	6
<b>SHRUBS</b>					
	VARIUS SPECIES	AZALEA	1'-2' (HT.)		110
	VARIUS SPECIES	RHODODENDRUM	1'-2' (HT.)		22
<b>SMALL EVERGREEN TREES</b>					
	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	6'-8' (HT.) W/ FULL BRANCHING		13
<b>ORNAMENTAL</b>					
	CORNUS KOUSA	KOUSA DOGWOOD	5'-6' (HT.)		15

**PLANTING PROCEDURES:**  
 ALL GROUND COVERS, SHRUBS AND TREES SHALL BE PLANTED FOLLOWING ACCEPTED AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND PROCEDURES. ALL TREES THAT REQUIRED STAKING SHALL BE STAKED ACCORDING TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS, AND ALL VEGETATION SHALL BE WATERED AT THE TIME OF INSTALLATION ACCORDING TO THEIR SIZE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADEQUATE WATERING AND MAINTENANCE OF THE PLANTS.

CHK:	RAM	DIS:	RAM	DWN:	JWK	MSL
REVISION						
DATE						

**HAYMARKET BAPTIST CHURCH**  
 TOWN OF HAYMARKET  
 PRINCE WILLIAM COUNTY, VIRGINIA

**LANDSCAPE PLAN**

Ross, France & Ratliff, Ltd.  
 CIVIL ENGINEERING - LAND SURVEYING  
 8802 SUDLEY ROAD  
 MANASSAS, VIRGINIA 20109  
 (703) 361-4188 FAX (703) 361-6353

COMMONWEALTH OF VIRGINIA  
 R. MICHAEL MASSEY, II  
 No. 23856  
 PROFESSIONAL ENGINEER

SHEET 6 OF 10  
 FILE NO.: SP #1592

SCALE: 1"=30'  
 CONTOUR INTERVAL = 2'  
 MAY 15, 2007

**THIS DRAWING FOR LANDSCAPE PURPOSES ONLY**



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TO: Town of Haymarket Town Council  
SUBJECT: Haymarket Quilters  
DATE: 07/01/13

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Please see the attached special request from the Haymarket Quilter's regarding the rental of Town Hall

**ATTACHMENTS:**

- Haymarket Quilters - Special Request (PDF)

V. APPEAL OF FEES

At times the Town Council may consider waivers of the above fees by formal application, and the majority approval vote by Town Council.

REQUEST FOR WAIVER OF FEES

I am hereby requesting a waiver of the Town Hall Rental Fees, for the following reason: (please provide your intended use of the Town Hall and your reasoning for wanting a waiver of said fees):

*Haymarket Quilters Unlimited requests a waiver of fees. We had a verbal agreement with the former town manager and mayor that we could use the hall on Saturdays during the day about 4 times a year for no fee. We gladly made the quilt - at least 60 hours of work and donated new tables.*

*I am personally planning to donate 2 more tables which are of use for all groups and events.*

*Pat Widener*  
Applicant Printed Name

*Pat Widener, President Haymarket Quilters*  
Applicant Signature

*6/18/13*  
Date of Appeal

*4-5 times a year Unlimited*  
Date Requested for Town Hall Use

*We are a non-profit group and our events at the hall are open to the public.*  
\*\*\*\*\*

Date presented to Town Council: \_\_\_\_\_

Town Council's decision on Waiver Request:

Waiver Granted: \_\_\_\_\_

Waiver Denied: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*to the public. Thanks for considering our requests. We often use the hall for charity quilts*

Attachment: 07-01-2013 TC Packet for Work Session (1525 : Town Council Draft Agenda - July 1, 2013)





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TO: Town of Haymarket Town Council  
SUBJECT: Public Works Contract  
DATE: 07/01/13

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#### BACKGROUND

In February of 2013, the Council requested that the staff investigate the possibility of entering into agreement with one contractor who would provide the Town with various maintenance related services. These services would include, but not be limited to the general maintenance of town properties which would include HVAC, Plumbing, Electrical, mowing and landscaping, snow removal and other projects as assigned.

Bids were received and processed. The Council at the time instructed the staff to enter into negotiations with the lowest of four bidders. The first and second bidder did not respond to repeated contact from Town staff. Council also asked staff to look at the cost comparison of employing various contractors to perform individual tasks versus having one contractor perform all tasks. Once these numbers were researched, it was determined that switching from multiple contractors to just one contractor to cover all of the Town's maintenance needs was essentially the same cost and therefore due to the qualifications and the convenience of working with only one company, made better sense at this time.

#### RECOMMENDATION

It is recommended that the Town Council authorize the Town Manager to enter into contract with Genesis Contracting, LLC for the purpose of Landscaping, Street beautification, grounds and facility maintenance for a period of 3 years commencing on July 15, 2013 with an annual review and renewal clause based upon performance and satisfaction. The draft contract has been included in your agenda packet.



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TO: Town of Haymarket Town Council  
SUBJECT: Quarterly Appropriations  
DATE: 07/01/13

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Pursuant to Policy #20100816 adopted by the Town Council on August 16, 2010, it is requested that the Council appropriate the following:

Police & Public Safety: \$171,874; Administration: \$97,457; Public Works: \$46,527; Legislative & Advisory:\$13,004; Museum: \$8,745; Debt Service: \$247,647; Miscellaneous: \$7,500; Capital Fund Expenditures/Washington Street Construction: \$2,339,623; Capital Fund Expenditures/Washington Street Cash Reserves: \$160,233



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TO: Town of Haymarket Town Council  
SUBJECT: Closed Session  
DATE: 07/01/13

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The Virginia State Code allows for government entities to enter into closed session discussions for specific purposes outlined in VA §2.2-3711. The Haymarket Town Council will enter into closed session discussions this evening for the following purpose:

A3. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. Food Pantry Lease



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TO: Town of Haymarket Town Council  
SUBJECT: Certification of the Closed Session  
DATE: 07/01/13

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§ 2.2-3712. Closed meetings procedures; certification of proceedings.

Certification: To the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.