

**FAUQUIER COUNTY PARKS & RECREATION BOARD
JULY 15, 2020**

**6:30 P.M. REGULAR MEETING
WARRENTON COMMUNITY CENTER
430 East Shirley Avenue, Warrenton, VA**

Agenda

- I. Call to Order & Pledge of Allegiance**
- II. Approval of Agenda**
- III. Presentations and Commendations** *(None)*
- IV. Consent Agenda**
 - a. Minutes of March 4, 2020 Board Meeting*
 - b. Appointment to Pedestrian, Bicycle and Greenway Advisory Committee
 - c. Riverside Preserve Memorandum of Understanding
- V. Action Items**
 - a. League and Tournament Fees and New Field Rental Rates to Include CFSC and NFPC Fields
 - b. Revisions to Fees and Charges Policy B 8-1 - Combine County and Non-County Fees*
 - c. Use of Electronic Bikes on Trails/Greenway
 - d. Honorable Tribute Procedure (New)*
- VI. Information Items**
 - a. March - May 2020 Facility Counts*
 - b. Community Development Plans Reviewed April - June 2020*
 - c. January – May 2020 Consolidated Trust Fund*
- VII. Board Time**
- VIII. Closed Session** *(None)*
- IX. Adjournment**

*****Social distancing and face coverings necessary to attend this meeting**
There is no August Meeting.***

****Denotes attachments***

**FAUQUIER COUNTY PARKS & RECREATION BOARD
MARCH 4, 2020**

**6:30 P.M. REGULAR MEETING
WARRENTON COMMUNITY CENTER
430 East Shirley Avenue, Warrenton, VA**

Minutes

Members Present: Chairman Donald P. Johnson, Jr.
Vice Chairman David Graham, Jr.
Treasurer Clayton Lescalleet
Carl Bailey
John Wright

Members Absent: None

Also Present: Director Gary Rzepecki, Superintendents Michael Hanson, Jimmy Lyon and Thomas Shoenuer

Chairman Johnson called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

Approval of Agenda

Mr. Bailey moved to approve the agenda as presented. Mr. Lescalleet seconded and the Board unanimously approved the agenda.

Comments from Citizens

There were no comments.

Presentations and Commendations

Chairman Johnson read the Proclamation designating April 19-25, 2020, as Volunteer Appreciation Week in Fauquier County

Consent Agenda

On motion of Mr. Bailey, seconded by Mr. Wright, the Board approved the January 8, 2020 Board Meeting minutes by unanimous voice vote.

Reports

There were none.

Action Items

Approval of LOEB Grant Application for Vint Hill Community Center Gymnasium

Director Rzepecki explained that the existing flooring at the Vint Hill gym is not an ideal surface for all sports. Staff is applying for a grant through the LOEB Foundation to replace the entire flooring and to install interactive youth and ADA equipment for seniors. The idea is to join different generations together during exercise and play. The concrete beneath the flooring has been leveled which will improve play for all sports and activities including pickleball (the group endorsed the proposed flooring materials), basketball, volleyball and unicycling.

Mr. Lescalleet asked if the 7.5 mm thickness of the material was sufficient.

The proposed project will include the following:

\$92,000	New gym floor (8,540 sq. ft.)
\$7,000	New patrician wall with two doors, upgrade lighting, and miscellaneous work
\$21,000	Five pieces of fitness equipment
\$66,000	Five pieces of interactive electronic equipment

On motion of Mr. Lescalleet seconded by Mr. Bailey, the Board unanimously agreed to authorize staff to apply for a LOEB Foundation grant for \$186,000 to replace the gym floor and improve the area off to the side of the basketball court at the Vint Hill Community Center gymnasium.

Amendments to Marshall Community Center Advisory Committee Bylaws

Mr. Graham stated the proposed amendments would allow the formation of subcommittees comprised of citizens with expertise relevant to the work of particular projects. Subcommittee members will not necessarily be members of the Committee.

On motion of Mr. Bailey and seconded by Mr. Lescalleet, the Board unanimously approved the amendments to the Marshall Community Center Advisory Committee bylaws to become effective immediately.

Issuance of Computers to Board Members

Members briefly discussed preferences for using IPADS for receiving meeting packets and departmental correspondence and FOIA requests as it relates to personal computers and costs associated with purchasing the IPADS. IPADS will be equipped to read departmental information and to send and receive county emails, a determining factor by members.

Mr. Graham was the only Board member who did not request a County-issued IPAD or county email address as he already has one.

Information Items

January 2020 Facility Counts

The Board received the summary.

Community Development Plans Reviewed February 2020

The Board received the report. Mr. Graham questioned why the Arrington Farm plans had not been included in the report. Director Rzepecki clarified that the Department had not yet received the plans for review.

Board of Supervisors March Calendar for FY2021-2022 Budget Work Sessions.

The Board received the calendar. Director Rzepecki advised that Board members could attend any of the scheduled meetings.

Trust Fund

Mr. Bailey asked why there was a large balance in the general fund. Director Rzepecki indicated that there are plans to spend all of the general funds (accounts not having any restrictions) while leaving restricted funds alone. Trust funds expenditures are prioritized based on need and on a first come, first served basis.

Bids and Contracts Meeting Update

Mr. Bailey reported that the Committee met to review new designs for the fishing pier. The Committee recommended moving forward immediately with the project which will enable access to the pier for wheelchairs.

Crockett Park Path Project

Mr. Bailey indicated that some parts of the park are ADA accessible while other parts are not. ADA path construction and paving (involves extensive grading, reconstruction, repair) would negatively affect the visitor attendance (potential park closure) and experience. The other option would be to remove and replace paths with asphalt. The estimate received to pave is \$500,000 but is probably too low. The Committee opted for replacing the tar and chip paths with asphalt.

Director Rzepecki added that there are existing plans to address the ADA issues in the parking lot.

The Board approved proceeding with the pier project and replacing the tar and chip paths with asphalt.

Accessible Picnic Area

Mr. Bailey reported that although there is a small accessible area near the parking lot suitable for a picnic/cookout, a few years ago a flood washed it away. The Committee agreed to renew the area as an accessible picnic area.

The Board then discussed current ADA compliance funding which does not allow the Department to bring every single facility into ADA compliance. The Board agreed that it has to do the best it can to balance accessible facilities with those that are not accessible throughout the county and to maintain existing facilities. He suggested placing appropriate signage at sites and placing maps identifying all trails as being accessible (or not) on the Department's website. Mr. Graham reminded members that projects, other than maintenance, must be ADA compliant.

Board Time

Mr. Graham stated the school system has begun plans on how to mitigate the spread of the Corona virus with the possibility of closing schools and disinfecting. He advised the Department to start planning a course of action with respect to community centers should Fauquier County be hit with its first case of the virus. Chairman Johnson added that plans might need to come from the county level.

Mr. Lescalleet reported the unicycle event at Vint Hill was a great production with large attendance. He congratulated and thanked staff for organizing the event. He asked if there are plans to make broadband available to the public at facilities. Director Rzepecki stated that there are issues with broadband at Vint Hill and the first priority should be to bring service to staff first.

Mr. Bailey thanked Projects Superintendent Michael Hanson for a job well done facilitating the Bids and Contracts meeting.

Director Rzepecki updated the Board on the meeting with Land Planning Design Associates (LPDA) on the Comp Plan Update and current levels of service. Results revealed that there are deficiencies in the number of available facilities and there are a number of facilities in poor condition. The question will be whether to repair or

renovate these facilities. LPDA also indicated deficiencies in programming and marketing but with recent changes, improvements are expected.

Closed Session:

There was none.

Adjournment:

The meeting *adjourned at 7:11 p.m.*

Next Meeting: April 1, 2020 – 6:30pm – Warrenton Community Center

Donald P. Johnson, Jr. Chairman
Parks and Recreation Board

Date

**FAUQUIER COUNTY PARKS & RECREATION BOARD
JULY 15, 2020**

**6:30 P.M. REGULAR MEETING
WARRENTON COMMUNITY CENTER
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AGENDA ITEM

Agenda Item IV.B.

**APPOINTMENTS TO THE PEDESTRIAN, BICYCLE,
& GREENWAY ADVISORY COMMITTEE (PBGAC)**

BACKGROUND

Under the recommendation of Assistant County Attorney Tracy Gallaher, all standing committees of the Parks and Recreation Board are not to meet due to the Covid 19 pandemic. It was recommended that PBGAC essential business only be included in the agenda for consideration of the full Parks and Recreation Board at its meetings.

The Town of Warrenton representative position was vacated in June with Margaret Rice's retirement. The Warrenton Town Manager has recommended the appointment of Brittany "Millie" Latack to fill this position, which expires December 31, 2020.

FINANCIAL IMPACT

There is none. Members serve without compensation.

RECOMMENDATION

It is recommended that the Board appoint Brittany "Millie" Latack to the Pedestrian, Bicycle & Greenway Advisory Committee effective immediately to serve as the Town of Warrenton's representative with her term expiring December 31, 2020.

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AGENDA ITEM

Agenda Item IV.C. **RIVERSIDE PRESERVE COOPERATIVE AGREEMENT**

BACKGROUND

Policy requires Board approval to enter into agreements. This request for approval is to enter into a cooperative agreement by the County of Fauquier, Virginia and the Virginia Department of Wildlife Resources for the purpose of developing multiple public fishing and boating access sites on the Rappahannock River.

This Agreement* shall remain in force for a period of twenty five (25) years from the date of execution. Upon the expiration of the twenty five (25) year term, this Agreement shall automatically renew from year to year. This Agreement may be terminated at any time after the initial twenty five (25) year term by either party with one hundred and eighty (180) days written notice.

FINANCIAL IMPACT

The Department's funds shall only be used for the purposes and activities covered in the Agreement Proposal.

RECOMMENDATION

It is recommended that the Board approve the Riverside Memorandum of Understanding

* Denotes attachment(s)

**COMMONWEALTH OF VIRGINIA
COOPERATIVE AGREEMENT
BY AND BETWEEN
FAUQUIER COUNTY AND THE
VIRGINIA DEPARTMENT OF WILDLIFE RESOURCES**

This **Agreement** entered into this **first day of July, 2020** by the **County of Fauquier, Virginia**, a political subdivision of the Commonwealth of Virginia, hereinafter called the "**County**", and the **Department of Wildlife Resources**, hereinafter called the "**Department**."

WITNESSETH:

WHEREAS, the **Department** and **County** hereby enter into a cooperative agreement dated first day of July, 2020 for the purpose of developing multiple public fishing and boating access sites (hand launch only) on the Rappahannock River, as is detailed in each **EXHIBIT**, herein attached and made a part of this cooperative agreement. Both parties desire to enter into a cooperative agreement by which the parties will provide public fishing and boating access to the Rappahannock River, pursuant to this cooperative agreement (the "**Agreement**") and;

NOW, THEREFORE, in consideration thereof, and of the premises, terms and covenants herein, the **Department** and **County** agree as follows:

- 1) **PRIOR LEASES AND AGREEMENTS:** Any past agreements regarding public access to the Rappahannock River between the **Department** and the **County**, shall be superseded in their entirety by this **Agreement**.
- 2) **TERM OF AGREEMENT:** This **Agreement** shall remain in force for a period of twenty five (25) years from the date of execution. Upon the expiration of the twenty five (25) year term, this **Agreement** shall automatically renew from year to year. This **Agreement** may be terminated at any time after the initial twenty five (25) year term by either party with one hundred and eighty (180) days written notice.
- 3) **USE OF DEPARTMENT FUNDS:** The **Department's** funds shall only be used for the purposes and activities covered in the **Agreement** Proposal.
- 4) **APPLICABLE LAWS:** This **Agreement** shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- 5) **SEVERABILITY:** Each paragraph and provision of this **Agreement** is severable from the entire **Agreement**; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 6) **COLLATERAL CONTRACTS:** Where there exists any inconsistency between this **Agreement** and other provisions of collateral Contractual Contracts, which are made a part of this **Agreement** by, reference or otherwise, the provisions of this **Agreement** shall control.
- 7) **INTEGRATION AND MODIFICATION:** This **Agreement** constitutes the entire **Agreement** between the **Department** and the **County**. No alteration, amendment or modification in the provisions of this **Agreement** shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

- 8) **DISCLAIMER:** Nothing in this **Agreement** shall be construed as authority for either party to make commitments, which will bind the other party beyond the project contained herein. Furthermore, the **County** shall not assign or sub-**Agreement** any work related to this **Agreement** or interest it may have herein without the prior written consent of the **Department**.
- 9) **TERMINATION FOR CAUSE:** Either the **Department** or **County** may terminate the **Agreement** in whole, or in part, at any time, upon written notice to the other party that there has been a failure to comply with the conditions of the **Agreement**. In connection with such termination or recoveries by the parties shall be in accord with the legal rights and liabilities of the parties. However, in the event the **County** elects to terminate said **Agreement** in whole, or in part, the **County**, subject to available funds, shall repay the **Department** the proportionate amount of the **Department's** total investment at the time such termination is effective consistent with the provision found in the following paragraph 10.
- 10) **TERMINATION FOR CONVENIENCE:** The **Department** may terminate the **Agreement** if its funding is terminated. The **County** may terminate the **Agreement** if the Fauquier County Board of Supervisors does not appropriate sufficient funds to permit its performance under the **Agreement**. The **Department** or the **County** may terminate the **Agreement** in whole, or in part, if both parties agree that the continuation of the **Agreement** will not produce beneficial results commensurate with further expenditure of funds. The **Department** and the **County** shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- 11) **COUNTY AGREEMENT:** The **County**, subject to available funding, agrees to:
- a. The land being set aside by this **Agreement**, to include those areas described by each exhibit and herein attached and made part of this agreement, being solely used for the purposes of public boating and fishing access, including but not limited to administrative purposes. Any other uses of the **Access Road/Path, Boat Launch**, and associated amenities must be prior approved by both parties.
 - b. Develop the parcels described in the attached exhibits, in coordination with the **Department**, for public fishing and boating access in general conformance with each individual site plan. The **County** shall be responsible for all costs associated with the development and improvement of the referenced parcels, excluding only the **Access Road/Path** (from the designated parking area to the river), the **Boat Launch**, as well as **Signage** for public use, regulations and safety; to be constructed and maintained by the **Department** as is detailed in paragraph 12a herein.
 - c. Coordinate with the **Department** to establish standards, rules and regulations for appropriate public usage, vehicular access, litter control, sanitation and public conduct for the use of the access site.
 - d. Patrol the access site as it deems appropriate to enforce local laws, rules and other public safety regulations, and direct traffic during peak use times.
 - e. Maintain or have maintained, the costs of which will be fully financed by the **County**, any constructed improvements on the referenced parcels, excluding only the **Access Road/Path, Boat Launch**, as well as **signage** for public use, regulations and safety for the term of this **Agreement**. Such maintenance may include repairs to any structures or improvements on the referenced parcels, maintenance of the parking lot, mowing the grass at established points, removal of trash and garbage, and removal of debris and other routine maintenance necessary for safe public use of the access site.
 - f. Identify and mark the boundaries of the cooperative access site and associated bank

fishing areas.

- g. Provide public parking for boating and fishing access to the river with no fee to the public.

12) DEPARTMENT AGREEMENT: The **Department**, subject to available funding and appropriation by the General Assembly, agrees to:

- a. Cause to be erected an **Access Road/Path** (from the designated parking area to the boat launch location), **Boat Launch**, as well as **signage** for public use, regulations and safety. The **Boat Launch** being defined as the concrete and timber slide used to access the river, with standards herein attached and made part of this cooperative agreement in **Exhibit B**, and to make the necessary improvements to the **Access Road/Path, and Boat Launch** as needed; including being responsible for the costs associated with the **Access Road/Path, and Boat Launch**, improvements. The **Department's** area of responsibility for the purposes of construction and maintenance of these facilities, (excluding mowing and trash/debris removal) extends up to 15 feet on either side of the **Access Road/Path and Boat Launch**. The **Department** further agrees to allow the **County**, in consultation with the **Department**, to erect signs, picnic tables, benches, trash cans, etc. within this area, if needed, so long as the **County** assumes responsibility for their maintenance. The necessity for improvements to all other structures within this area shall be determined solely by the **Department**.
- b. Patrol the access site as it deems appropriate to enforce game, inland fish and boat laws as well as local regulations related to the public use of the access site pursuant to its authority.
- c. Erect and maintain signs related to direction, regulations, and public fishing rights and access.
- d. Manage the fisheries within the river ensuring the fisheries are meeting the demands of the angling public as well as the **Department** is capable. Management activities may include fish population surveys, angler satisfaction surveys, fish stocking programs, and undesirable fish removal. All management activities will be determined by the **Department**.
- e. Coordinate with **County** to develop river access sites in general conformance with the **Exhibits** suitable for the boating and angling public and the citizens of the Commonwealth.

13) THIRD PARTY AGREEMENTS: Third party license agreements for additional access sites will be allowed with the approval of both parties so long as these agreements reflect the lifespan and covenants of this **Agreement**. Individual license agreements with third parties landowners will be developed, signed, and included as attachments to this agreement with individual site plans attached as Exhibits.

14) Attachments: (TO BE DEVELOPED)

Attachment A: Exhibit A - Site Plan for Riverside Preserve
Exhibit B - Site Plan for Rector Tract
Exhibit C - Site Plan for Springs Road
Exhibit D – Site Plan for Tapps Ford Road
Attachment B: Boat Access Standards

15) NOTICES: All notices hereunder must be in writing and shall be deemed valid if sent via one of the following methods:

- a. certified mail, return receipt requested;

- b. overnight delivery service

Notices shall be addressed as follows (or to any other address the parties may designate by like notice):

Department: Commonwealth of Virginia
Board of Wildlife Resources
Virginia Department of Wildlife Resources
ATTN: Real Property Mgmt.
7870 Villa Park Drive, Suite 400
Henrico, VA 23228
P.O. Box 90778
Telephone No.: 804-367-2212
Fax No.: 804-367-2311

County: County of Fauquier
ATTN: County Administrator
10 Hotel Street, Suite 204
Warrenton, VA 20186
Telephone No.: 540-422-8001
Fax No.: 540-422-8022

IN WITNESS WHEREOF, the parties have caused this **Agreement** to be duly executed intending to be bound thereby:

By: _____ **Date:** _____
Paul S. McCulla, County Administrator

Approved by motion duly adopted on _____ by the Fauquier County
Board of Supervisors Date

By: _____ **Date:** _____
Ryan Brown, Executive Director
Department of Wildlife Resources

Approved as to Form: _____
Kevin J. Burke, County Attorney

NOTE TO TITLE EXAMINERS: This conservation and open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Return to: Virginia Outdoors Foundation
39 Garrett Street, Suite 200
Warrenton, VA 20186

TAX MAP NO.: 6943-88-4433-000

Exempt from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk's fee under Section 17.1-266

THIS AMENDED AND RESTATED DEED OF GIFT OF EASEMENT (this "Easement"), made this ___ day of _____, 20___, between **BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA**, a body corporate and politic ("Grantor") and the **VIRGINIA OUTDOORS FOUNDATION ("VOF")** an agency of the **COMMONWEALTH OF VIRGINIA**, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns), witnesseth:

WHEREAS, Michael Franck Clayton and Virginia Tuttle Clayton, husband and wife, conveyed a Deed of Gift of Easement to Grantee dated November 5, 2002 and recorded on November 27, 2002 in the Clerk's Office of the Circuit Court of Fauquier County, Virginia, in Deed Book 990, Page 1213 on 230.3480 acres, more or less, located in Fauquier County, Virginia (the "Original Easement"); and

WHEREAS, Michael Franck Clayton and Virginia Tuttle Clayton, husband and wife conveyed the 230.3480 acre, more or less, parcel to Michael Franck Clayton by deed dated October 22, 2003 and recorded on November 4, 2003 in the aforesaid clerk's office in Deed Book 1068, Page 2168; and

WHEREAS, Michael Franck Clayton recorded a Boundary Adjustment Plat dated February 10, 2004 and recorded on April 7, 2004 in the aforesaid clerk's office in Deed Book 1091, Page 2192, which adjusted the internal property boundary lines of the Original Easement resulting in a 209.1730-acre parcel and a 21.1750-acre parcel (the "2004 Subdivision"); and

WHEREAS, Michael Franck Clayton recorded a Boundary Adjustment Plat dated August 27, 2004 and recorded on September 27, 2004 in the aforesaid clerk's office in Deed Book 1120, Page 1001, which transferred a 12.5337-acre, more or less, portion of the 209.1730-acre parcel of the Original Easement to an adjacent VOF easement property (the "2004 Boundary Line Adjustment") reducing the acreage under the Original Easement to 217.8143 (with two allowed parcels, 196.6393 acres and 21.1750 acres); and

WHEREAS, Michael Franck Clayton conveyed the 196.6393-acre parcel to Charles K. MacDonald, Trustee of the Charles K. MacDonald Revocable Trust dated July 22, 1997, by deed dated March 16, 2007 and recorded on March 16, 2007 in the aforesaid clerk's office in Deed Book 1256, Page 371; and

WHEREAS, the Fauquier County Board of Supervisors on October 11, 2018, voted to accept Charles K. MacDonald's offer to donate the 196.6393-acre parcel to the county. The acceptance of the donation of the 196.6393-acre parcel would enable Fauquier County to create a new public park, to be known as Riverside Preserve, and to facilitate public access to the Rappahannock River; and

WHEREAS, Charles K. MacDonald, Trustee of the Charles K. MacDonald Revocable Trust dated July 22, 1997, conveyed the 196.6393-acre parcel (the "Property") to Grantor herein by deed dated October 31, 2018 and recorded on November 1, 2018 in the aforesaid clerk's office in Deed Book 1584, Page 2067; and

WHEREAS, the parties hereto wish to amend, restate, and supersede the Original Easement to allow for the management of the Property as a public park by:

- (i) no longer permitting residential and agricultural uses and their related infrastructure,
- (ii) permitting amenities facilitating public use, including access to the Rappahannock River,
- (iii) adding a specific building envelope to concentrate the infrastructure to support use of the Property as a public park,
- (iv) limiting the cutting of trees on the Property to protect wildlife habitat, and
- (v) increasing the riparian protection zone along the Rappahannock River to protect water quality; and

WHEREAS, a further purpose of this Easement is to bring the language hereof into conformity with the language in the current deed template of Grantee, as set forth throughout the text below; and

WHEREAS, even though the Original Easement contained provisions contemplating the acquisition of tax benefits for the granting of a qualified conservation contribution, this Easement does not contemplate the acquisition of any further tax benefits, and the tax provisions set forth in the Original Easement have been removed hereinbelow; and

WHEREUPON, the parties hereto do hereby agree to amend and restate the Original Easement with the modifications indicated above, as more specifically set forth below, and further agree that the Easement set forth below, replaces and supersedes in every respect the Original Easement, which shall have no further effect upon recordation of this Easement.

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in Fauquier County, Virginia, containing in the aggregate 196.6393 acres, more or less, as further described below and desires

to give, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 Grantee is a governmental agency of the Commonwealth of Virginia and is willing to accept a perpetual open-space easement over the Property as herein set forth.

R-3 Chapter 461 of the Virginia Acts of 1966 provides in part “that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic, and scenic areas, and to conserve land and other natural resources” and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land. The balance of the Chapter is codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the “Open-Space Land Act”).

R-4 Pursuant to the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction, and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agricultural, forestal, or open-space use, all as more particularly set forth below.

R-5 Chapter 525 of the Virginia Acts of 1966, Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space, and recreational lands of the Commonwealth.

R-6 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the County of Fauquier’s Comprehensive Plan amended most recently on July 11, 2019, and the Property is located within an area that falls under the Rural Lands Chapter for Comprehensive Plan guidance.

R-7 This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy to protect its atmosphere, lands, and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

d. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and has concluded that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia; and

(ii) Land use policies of the County of Fauquier as delineated in:

a. its comprehensive plan amended most recently on July 11, 2019, to which plan the restrictions set forth in this Easement conform and which contains the following:

Introduction and Vision Chapter:

Guiding Principle A: The County's natural and cultural heritage are intrinsic to the County's character.

Policies:

1. Preserve the County's cultural, ecological and environmental resources to ensure the continued quality of life within the County for its residents and visitors.
4. Use conservation easements, Purchase of Development Rights and the Land Use Taxation programs to protect these resources.
5. Safeguard the environment with water and air quality and natural resource management.

Guiding Principle B: The County's unique communities, from rural and agricultural to village settlements to urbanized, are integral to the County's collective identity.

Policies:

5. Provide quality recreational and cultural opportunities.

Guiding Principle C: A strong and diverse local economy is necessary for the sustained vitality of the County:

Policies:

7. Diversify and enhance tourism in the County.

Guiding Principle D: Effective public facilities and infrastructure are important components of a thriving community.

Policies:

2. Plan public facilities and infrastructure to meet the needs of the community as it grows.
4. Seek excellent educational and recreational opportunities.

Rural Lands Chapter:

Goal 2: Preserve the rural character of the majority of Fauquier County.

Objective 2.1: Encourage land uses that are intrinsic to the character of Fauquier's Rural Lands.

Action 2.1.2: Continue to support the work of conservation organizations in establishing and holding conservation easements and extinguishing residential development potential.

Action 2.1.4: Focus on the protection of prime agricultural soils, the creation of large contiguous blocks of preserved farmland, key open space resources such as stream valleys, steep wooded slopes and other sensitive environmental areas as a distinct priority in the implementation of open space protection policies.

Objective 2.2: Limit the ability for development that is not complementary to the existing character of Fauquier's Rural Lands.

Objective 2.3: Expand educational opportunities to aid in the optimal utilization of rural land.

Objective 2.4: Maintain the scenic quality of the County's traditional form and settlement pattern.

Action 2.4.3: Work with easement holders to utilize language in conservation easements that would protect the viewsheds and visual resources on eased lands and surrounding scenery.

R-8 The Property lies adjacent to lands protected by open-space easements donated to Grantee and protection of the Property by the restrictions set forth herein contributes to the open-space values of such other lands under easement and the continuity of natural habitat on all these properties under easement.

R-9 The Property has approximately 4,900 linear feet of frontage on the Rappahannock River, being a public water supply source for the City of Fredericksburg and having been designated as a State Scenic River by Act of the General Assembly of the Commonwealth of Virginia on March 25, 1976. The restrictions set forth herein help protect the water quality and scenic value of the river.

R-10 The Property contains tributaries to and fronts on the Rappahannock River – Carter Run Stream Conservation Unit, identified by the Virginia Department of Conservation and Recreation, Division of Natural Heritage as a conservation site, providing habitat for two rare mussels – the yellow lance (*Elliptio lanceolata*) and the green floater (*Lasmigona subviridis*). The yellow lance and green floater are considered species globally rare and of concern by both the Commonwealth and the U.S. Fish and Wildlife Service. Protection of the Property herein by limiting intensive development and impervious surfaces thereon helps to preserve the habitat for these mussels and other aquatic animals and plants.

R-11 The Virginia Department of Game and Inland Fisheries has indicated that the portion of the Rappahannock River adjacent to the Property has been designated as State Threatened and Endangered Waters of a very high conservation need, and the riparian protection zones and limitation of structures within 200 feet of the river helps protect the water quality of the river.

R-12 The Property is located within the Rappahannock River Watershed, an area planned for special environmental protection in the Fauquier County Comprehensive Plan and in the Critical Areas Report prepared by the Division of State Planning and Community Affairs for the General Assembly of the Commonwealth of Virginia. The restrictions set forth herein help to protect the environment in such watershed.

R-13 The Property is within the regional Chesapeake Bay Watershed and contributes in a relatively undeveloped state to the goals of the Chesapeake Bay Preservation Act Sections 10.1-2100 *et seq.* of the Code of Virginia (1950), as amended, and supports the land conservation goals of the interstate Chesapeake Bay Program and Federal Executive Order 13508 (5/19/09), the strategy of which is to permanently protect two million acres in the Bay watershed by 2025.

Further with respect to the Chesapeake Bay watershed, an open-space easement on the Property contributes to the “Goals and Outcomes” of the 2014 Chesapeake Watershed Agreement, to which Governor McAuliffe affirmed the Commonwealth’s commitment on June 16, 2014, as a member of the Chesapeake Executive Council, making Virginia a partner in the agreement among six states, the District of Columbia, The Chesapeake Bay Commission, and seven federal agencies. The limitation on development of the Property by the restrictions set forth herein helps achieve the following goals contained in such agreement:

- Land Conservation Goal: By 2025, protect an additional two million acres of lands throughout the watershed. . . and reduce the rate of conversion of agricultural lands, forests, and wetlands as well as the rate of changing landscapes from more natural lands that soak up pollutants to those that are paved-over, hardscaped or otherwise impervious.
- Water Quality Goal: Reduce pollutants to achieve the water quality necessary to support the aquatic living resources of the bay and its tributaries and protect human health.
- Sustainable Fisheries Goal: Protect, restore, and enhance finfish, shellfish, and other living resources, their habitats and ecological relationships to sustain all fisheries and provide for a balanced ecosystem in the watershed and the bay.

- Vital Habitats Goal: Continually improve stream health and function throughout the watershed. . . Restore 900 miles per year of riparian forest buffer and conserve existing buffers until at least 70 percent of the riparian areas throughout the watershed are forested.
- Public Access Goal: Expand public access to the bay and its tributaries through existing and new local, state and federal parks, refuges, reserves, trails and partner sites.

R-14 The Property is predominately forestland and provides habitat for wildlife, bird, and plant species, and protection of the Property in a relatively undeveloped state hereunder contributes to air and water quality and helps preserve wildlife habitat.

R-15 The Property lies within the Mosby Heritage Area, formed in 1995 to increase awareness of the historic, cultural, and natural qualities of an approximately 1,600 square mile area, the Mosby Heritage Area being the first heritage area designated in the Commonwealth of Virginia. Limiting intensive development of the Property contributes to the protection of the rural and historic character of the landscape in the area.

R-16 The Virginia Department of Conservation and Recreation has developed the Virginia Natural Landscape Assessment project (the “VNLA”) as part of the Virginia Conservations Lands Needs Assessment to identify, prioritize and link natural lands as targets for protective activities, such as the adoption of conservation easements and the restoration of habitat. The VNLA has identified approximately 84% of the Property as having an ecological core of very high integrity. Limiting development of the Property herein helps to protect these natural lands.

R-17 The Property contributes to the Rappahannock-Rapidan Regional Featured Project, to “Implement the Upper Rappahannock River Water Trail and provide water access along the other regional rivers and tributaries”, as outlined in the 2018 Virginia Outdoors Plan prepared by the Virginia Department of Conservation and Recreation. This Rappahannock-Rapidan Regional Featured Project is a collaboration between multiple state agencies, local entities, and non-profits in the region.

R-18 The Property is the first public river access point on the Rappahannock River in Fauquier County and is the first step in expanding public river access in the region. The restrictions set forth below allow for amenities facilitating public use of the river.

R-19 The Property has approximately 1,250 linear feet of frontage on State Route 688, a Virginia Scenic Byway, and protection hereunder will help maintain the scenic and rural viewshed from State Route 688 for the traveling public.

R-20 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-21 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-22 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-23 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, and in consideration of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant, and convey to Grantee for the public purposes set forth in Section I below an open-space easement in gross over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of 196.6393 acres, more or less, located in the Marshall Magisterial District in Fauquier County, Virginia, fronting on State Route 688, to-wit:

“ALL THAT certain lot or parcel of land lying and being situate in Marshall Magisterial District, Fauquier County, Virginia containing 196.6393 acres, more or less, as shown on the plat prepared by James G. Butler, Jr., Land Surveyor, dated August 27, 2004, entitled ‘Boundary Adjustment Plat Between PIN 6953-09-3373-000 (Lot 1) and PIN 6953-17-2928-000, Portion of the Property of Michael Frank Clayton’ (correctly spelled Franck) recorded September 27, 2004 in Deed Book 1120 at page 1001 among the land records of Fauquier County, Virginia.”

AND BEING the same property acquired by Grantor from Charles K. MacDonald, Trustee of the Charles K. MacDonald Revocable Trust dated July 22, 1977 by deed dated October 31, 2018 and recorded in the aforesaid clerk in Deed Book 1584, Page 2067.

The Property is shown as PIN 6943-88-4433-000 among the land records of the County of Fauquier, Virginia. **Even if the Property may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.**

SECTION I -PURPOSES

The conservation purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Section IV below, and include the Property’s open-space, scenic, natural, and recreational values.

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria, the further conservation purpose of this Easement is preservation of land for natural habitat and biological diversity, natural resource-based outdoor recreation or education, watershed preservation, preservation of scenic open space, and preservation of open space designated by local government.

Grantor covenants that no acts or uses are currently being conducted or will be conducted on the Property which are: (i) inconsistent with the conservation purposes of the donation or (ii) consistent with the conservation purposes of the donation, but are destructive of other significant conservation interests unless such acts or uses are necessary for the protection of the conservation interests that are the subject of the donation.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property and the restrictions that Grantee is hereby entitled to enforce are and shall be as follows:

1. DIVISION.

(i) Separate conveyance of a portion of the Property or division of the Property is prohibited. For purposes of this Easement, division of the Property includes, but is not limited to, recordation of a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

(ii) The acquisition of a *de minimis* portion of the Property adjacent to State Route 688 for minor road improvements shall not be considered a division of the Property, and neither the acquisition of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such conveyance or taking, which approval shall be contingent upon the project including all reasonable actions, such as making landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Grantor reserves its separate right to approve such acquisition. Use of the Property for such a project is limited to minor improvements to Route 688 in its present alignment, including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road. Such improvements could include, but are not limited to, the addition or renovation of the park entrance, ditches, box culverts, drainage swales, side slopes, curbing, re-grading, or enhancements, such as pull-offs, bike lanes, and restoration projects. For the purpose of this paragraph, "minor road improvements" does not include the addition of new travel lanes, except bike lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement.

2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.

(i) **Buildings, structures, amenities, roads, and utilities.** No buildings, structures, amenities, roads, or utilities, other than the following, are permitted on the Property, provided, however, that certain permitted buildings and structures are subject to the siting restrictions set forth in Section II Paragraph 2(iii) below:

(a) **Buildings, structures, and amenities.** Buildings, structures, and amenities supporting property management, passive public recreation activities and nature-based scientific or educational activities which are consistent with the conservation purpose of this Amended Easement and which will not impair the conservation values protected herein, such as a visitor center, educational classrooms, pavilions, information kiosks, bathroom facilities, maintenance facilities.

(b) **Roads, driveways, and trails.**

(1) Private, impervious or pervious roads to serve permitted buildings and structures for permitted uses and activities, such as facilitating public access;

(2) Pervious trails and walkways, including, but not limited to, hiking, biking, and equestrian trails;

(3) Impervious trails and walkways as necessary to comply with the Americans with Disabilities Act and its regulations (the “ADA”);

(4) Footbridges for crossing streams or wetlands.

(c) **Utilities and alternative energy structures.**

(1) Public or private utilities within existing rights-of-way therefor, consistent with any recorded instrument granting such rights-of-way;

(2) Public or private utilities to serve permitted buildings, structures, or activities on the Property;

(3) Alternative energy structures used to harness natural renewable energy sources, such as sunlight, water, or biomass, to serve permitted buildings, structures, or activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment.

(d) **Parking facilities.**

(1) Pervious-surfaced parking facilities that serve permitted buildings or structures and permitted activities;

(2) Impervious-surfaced parking areas are only permitted within the designated Building Envelope unless they are necessary to comply with the ADA. Such impervious surfaced parking areas are subject to the prior written approval of Grantee. All impervious parking areas are subject to the impervious cover limitations set below.

(e) **Signs.** Signs (but not billboards or other signs larger than 32 square feet in area).

(f) **Family cemetery.** A family cemetery exists on the Property as indicated on the sketch attached hereto as Exhibit A. Said cemetery shall not be expanded beyond the boundary delineated on Exhibit A unless prior written approval for such expansion has been obtained from Grantee.

(ii) **Construct, use and maintain.** Grantor shall have the right to construct and use any buildings, structures, amenities, roads, driveways, trails, and utilities permitted in Section II, Paragraph 2(i) above and to repair, maintain, renovate, expand, and replace any permitted buildings, structures, amenities, roads, driveways, trails, and utilities on the Property, within the limitations set forth in this Easement.

(iii) **Siting of buildings and structures.** To protect the scenic and natural values of the Property:

(a) No buildings or structures larger than 500 square feet in ground area, and not to exceed an aggregate of 4,000 square feet in total ground area, shall be constructed outside the designated Building Envelope shown on Exhibit A unless prior written approval for such construction has been obtained from Grantee.

(b) No buildings or structures shall be constructed within 200 feet of the bank of the Rappahannock River. This prohibition shall not apply to the construction or maintenance of (i) fencing, (ii) stream and/or wetland crossings for pedestrians and vehicles, (iii) two kayak/canoe launches for recreational use to facilitate public access to the Rappahannock River, and (iv) structures related to public use such as raised walkways and kiosks and equipment such as benches and picnic tables. (See Section II, Paragraph 5(i) for further restrictions on improvements in the Riparian Protection Zones).

(iv) **Impervious coverage limitation.** For the purpose of this paragraph, the impervious coverage is the roof area measured in square feet of the buildings and structures set forth in Section II, Paragraph 2(i)(a), (c)(3), (d)(2) and the ground area of all other impervious surfaces, excluding linear surfaces, such as roads, pervious parking areas, trails, walls, fences, and boardwalks. Impervious surfaced parking areas will count towards the impervious coverage limitation. The impervious coverage shall not exceed $\frac{2}{3}$ of 1% (~57,100 square feet) of the total area of the Property.

3. INDUSTRIAL AND COMMERCIAL ACTIVITIES ON THE PROPERTY.

Industrial or commercial activities on the Property are limited to the following: (i) nature-based educational or scientific activities, natural resource management activities, and passive public recreational activities, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein. (By way of illustration, but not limitation, passive public recreational activities include walking, hiking, photography, bird watching, and nature study);

(ii) activities, other than those already permitted in (a), that can be, and in fact are, conducted within permitted buildings without material alteration to their external appearance, provided that such activities to be conducted in buildings exceeding 2,500 square feet in ground area are subject to the written approval of Grantee, which approval shall take into consideration the impact of the activities and any proposed associated infrastructure improvements on the conservation values of the Property;

(iii) activities to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration, and biodiversity mitigation, provided that such activities are not in conflict or inconsistent with the conservation purposes of or the restrictions set forth in this Easement and that prior written approval for same shall have been obtained from Grantee. Grantee is not responsible for monitoring any such activities and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Subject to Grantee's approval, Grantor is free to participate in same in Grantor's discretion and to retain any remuneration derived therefrom;

(iv) outdoor activities that do not permanently alter the physical appearance of the Property and that do not impair the conservation values of the Property herein protected.

4. MANAGEMENT OF FOREST.

- (i) No timbering shall be permitted on the Property other than for the following purposes:
- (a) cutting of trees necessary for construction and maintenance of permitted infrastructure;
 - (b) cutting of trees necessary for the maintenance of the family cemetery and cemetery access area;
 - (c) removal of trees posing an imminent hazard to the health or safety of persons or property;
 - (d) removal of invasive trees or other invasive species; and
 - (e) removal of trees that are diseased, storm-damaged, or have died naturally.

In general, the current forest cover on the Property shall be maintained and remain in its natural state. The 2018 aerial image of the Property located in the 2020 Baseline Documentation Report (BDR) documents the forest cover at the time of this Easement. Existing clearings are permitted to be maintained as shown on Exhibit B.

5. RIPARIAN PROTECTION ZONES.

To protect water quality and natural habitat, Riparian Protection Zones (RPZs) shall be maintained on the Property as shown on Exhibit A and as shown in the BDR.

Such zones are made up of a 50-foot riparian buffer along the bank of the Rappahannock River, as measured from the top of the bank and along each bank of the perennial streams shown on Exhibit A, as measured from the top of the banks of the streams.

(i) Within the RPZs there shall be:

- (a) no buildings or other substantial structures constructed, except as permitted in Section II Paragraph 5(ii) below;
- (b) no new impervious roads without Grantee's approval;
- (c) no storage of manure, fertilizers, chemicals, machinery, or equipment;
- (d) no removal of trees, except
 - (1) removal of invasive species,
 - (2) removal of dead or diseased trees,
 - (3) removal of trees posing a threat to human health or safety,
 - (4) minimal removal of trees for the purpose of maintaining existing roads,
 - (5) minimal removal of trees for construction and maintenance of new permitted roads, trails, stream crossings, and any other structures permitted in subparagraph (ii) below; and
- (e) no plowing, cultivation, filling, dumping, or other earth-disturbing activity, except as may be reasonably necessary for the activities set forth in Section II Paragraph 5(ii) below.

(ii) Permitted within the RPZs are:

- (a) erosion control or restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (iii) above;
- (b) fencing along or within the RPZ;
- (c) construction and maintenance of stream crossings (including improvements over the RPZ to access crossings) for pedestrians and vehicles, which crossings minimize obstruction of water flow;
- (d) creation and maintenance of trails and roads without hard surfaces, and maintenance of existing trails and existing and new permitted roads;
- (e) creation and maintenance of natural habitat and small wildlife plots;
- (f) planting of trees, shrubs, grasses, or other vegetation;

- (g) construction and maintenance of two kayak/canoe launches for recreational use to facilitate public access to the Rappahannock River; and
- (h) construction and maintenance of structures related to public use such as raised walkways and kiosks.

(iii) Subsequent to the Effective Date, the Rappahannock River and the perennial streams may meander or change course naturally, or as a result of the restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (iii) above. In such event, the RPZs shall remain the same width, but move relative to the movement of the Rappahannock River and the perennial streams. Any buildings or structures that were outside of the original RPZs and are determined to be within the new RPZs shall not be considered in violation of these restrictions and may be maintained and replaced at such locations, but not enlarged.

6. GRADING, BLASTING, FILLING AND MINING.

(i) Grading, blasting, filling, or earth removal shall not materially alter the topography of the Property except (a) for restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(iii) above, (b) for erosion and sediment control pursuant to an erosion and sediment control plan, or (c) as required in the construction of permitted buildings, structures, roads, driveways, trails, and utilities. Grantee may require appropriate sediment and erosion control practices to be undertaken for buildings, structures, roads, driveways, trails, or utilities that require Grantee's approval in Section II, Paragraph 2(i) above, as a condition of such approval.

(ii) Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in subparagraphs (a) through (c) above require 30 days' prior notice to Grantee. Surface mining on the Property, subsurface mining from the surface of the Property, drilling for oil or gas or other minerals on the Property, and dredging on or from the Property are prohibited.

SECTION III – ENFORCEMENT

1. RIGHT OF INSPECTION. Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.

2. ENFORCEMENT.

(i) Grantee, in accepting this Easement, commits to protecting the conservation purposes of the Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (a) to require restoration of the Property to its condition on

the Effective Date or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the provisions of this Easement; (b) to recover any damages arising from non-compliance; (c) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth herein; (d) to require Grantor to replant or pay for the replanting of trees on the Property in the event that Grantor harvests timber in violation of any restrictions set forth in Section II above; (e) to enjoin non-compliance by temporary or permanent injunction; and (f) to pursue any other appropriate remedy in equity or at law. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee.

(ii) Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (a) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (b) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.

(iii) Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance, and documentation retained in the office of Grantee, including, but not limited to, the BDR, describes the condition and character of the Property at the time of the conveyance. The BDR may be used to determine compliance with and enforcement of the terms of this Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the BDR contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee as required by Treasury Regulation Section 1.170A-14(g)(5)(i).

SECTION V – GENERAL PROVISIONS

- 1. DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, Grantor and its successors in title to the Property, or any portion thereof or interest therein, and Grantee and its successors or assigns, and shall continue as a servitude running in

perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

2. **PUBLIC ACCESS.** This Easement will benefit the public as described above. The public shall have access to the Property at times set and in locations designated by Grantor, subject to Grantor's reasonable restrictions to ensure the security of the Property, its scenic and natural resources, and the safety of visitors. Notwithstanding the above, Grantor retains the right to exclude the public from the Property or any portion thereof in case of emergency or disaster (for as long as is necessary to abate the emergency or disaster), for maintenance of the Property, and as necessary for resource management and protection.
3. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (i) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (ii) Grantor has all right and authority to give, grant and convey this Easement, (iii) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deeds of trust liens, or other liens not subordinated to this Easement, and (iv) no consent of any third party is required for Grantor to enter into this Easement, (v) each person and/or entity signing on behalf of Grantor is authorized to do so.
4. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.
5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, has been or shall be proffered or dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; proffered or dedicated as open space in, or as part of, any real estate development plan; or proffered or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.
6. **CONSTRUCTION.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common-law rule that covenants restricting the free use of land are disfavored and must be strictly construed), it is the intent of the parties hereto that this Easement and all language contained herein shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policies and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Easement (to protect the conservation values of the Property and prevent the exercise of reserved rights in a way that would impair such values) and that would render the

provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purposes of and not expressly prohibited by this Easement are permitted on the Property.

7. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or the conveyance or limit the Easement's enforceability in any way.
8. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is Main Street Centre, 600 East Main Street, Suite 402, Richmond, Virginia 23219, and any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently 10 Hotel Street, Warrenton, VA 20186.

Grantor shall notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.

In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right, which may have an adverse effect on the conservation interests associated with the Property as encumbered by this Easement. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purposes of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purposes of this Easement.)

Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

9. **GOODS AND SERVICES.** By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.
10. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
11. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity and (ii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act.

12. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the conveyance of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the restrictions of this Easement bears to the value of the Property as a whole.
13. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space.
14. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property by an amended deed of easement, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purposes of this Easement, or (iii) reduce the protection of the conservation values. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of Fauquier County, Virginia.
16. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, or access or utility easements over the Property. Such cost recovery charges shall be determined and periodically adjusted by its Board of Trustees, as set forth in a published fee schedule.
17. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
18. **SEVERABILITY.** It is the express intent of the parties hereto that all provisions of this Easement be considered and construed as part of the whole and that no provision shall be applied in isolation without consideration of the overall purposes of this Easement. Nevertheless, if any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.
29. **ENTIRE AGREEMENT.** This instrument, Exhibit A, and Exhibit B set forth the entire agreement of the parties with respect to this Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Easement.
20. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in a manner consistent with the provisions of Section V, Paragraph 6 above in order to give maximum effect to its conservation purposes.
21. **RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS**

This Easement cites various state statutes applicable to open-space easements. In the event that such statutes are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes most closely corresponding to those cited herein and carrying out the purposes recited herein.

22. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Fauquier, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
23. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.
24. **DEFINITIONS.** For purposes of this Easement, the phrase "Effective Date" shall mean the date upon which this Easement was first put to record in the Office of the Clerk of the Circuit Court of Fauquier County, Virginia. The words "currently" or "existing" shall mean currently or existing on the Effective Date. Time shall be calculated in calendar days, not business days.

WITNESS the following signatures and seals:

[Counterpart signature pages follow.]

[Counterpart signature page 1 of 2 of Easement]

GRANTOR
Board of Supervisors of Fauquier County, Virginia

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, _____ of the Board of
Supervisors of Fauquier County, Virginia.

.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

APPROVED AS TO FORM:

County Attorney

[Counterpart signature page 2 of 2 of Easement]

ACCEPTED:

VIRGINIA OUTDOORS FOUNDATION

By: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, a Deputy Director/Staff Attorney of the Virginia Outdoors Foundation.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

77°55'30"W

77°55'0"W

38°42'30"N

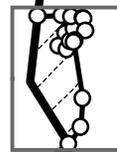
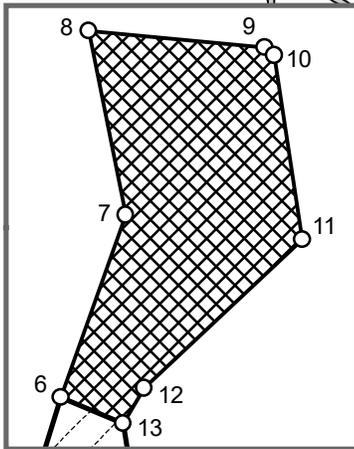
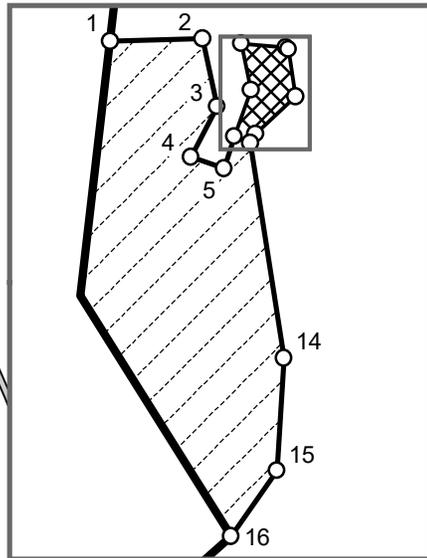
38°42'30"N

38°42'0"N

38°42'0"N

38°41'30"N

EXHIBIT A



Point	Latitude	Longitude	Point	Latitude	Longitude
1	38.702793	-77.919721	11	38.702631	-77.919067
2	38.702795	-77.919392	12	38.702528	-77.919211
3	38.702606	-77.919345	13	38.702503	-77.919231
4	38.702468	-77.91944	14	38.701903	-77.919122
5	38.702433	-77.919324	15	38.70159	-77.919154
6	38.702522	-77.919286	16	38.70141	-77.91932
7	38.70265	-77.919225	17	38.702623	-77.915778
8	38.702781	-77.919256	18	38.702311	-77.915019
9	38.702767	-77.919097	19	38.700301	-77.916366
10	38.702761	-77.919089	20	38.700613	-77.917125

Legend

- Riverside Preserve Amendment
- Family Cemetery
- Cemetery Access Area
- 200ft Restricted Build Zone
- 50' Riparian Protection Zone
- Building Envelope
- County Boundary
- Secondary Road
- GPS Points

77°55'30"W

77°55'0"W

Projection: Lambert Conformal Conic
 GCS North America 1983
 Datum: D North America 1983

Map created 05/01020 by Tyler McGilvery.
 Source data provided by VBMP RCL - roads; VOF - all else.
 Family Cemetery & Cemetery access area based on site visit
 & VGIN Aerial imagery acquired 2018.
 VGIN 2018 Aerial imagery © Commonwealth of Virginia.
 This map is for general reference and display purposes only.

Special Conditions Map

Fauquier County

Riverside Preserve

FAU-01942-01133 Amendment
 196.64 acres



1:9,000

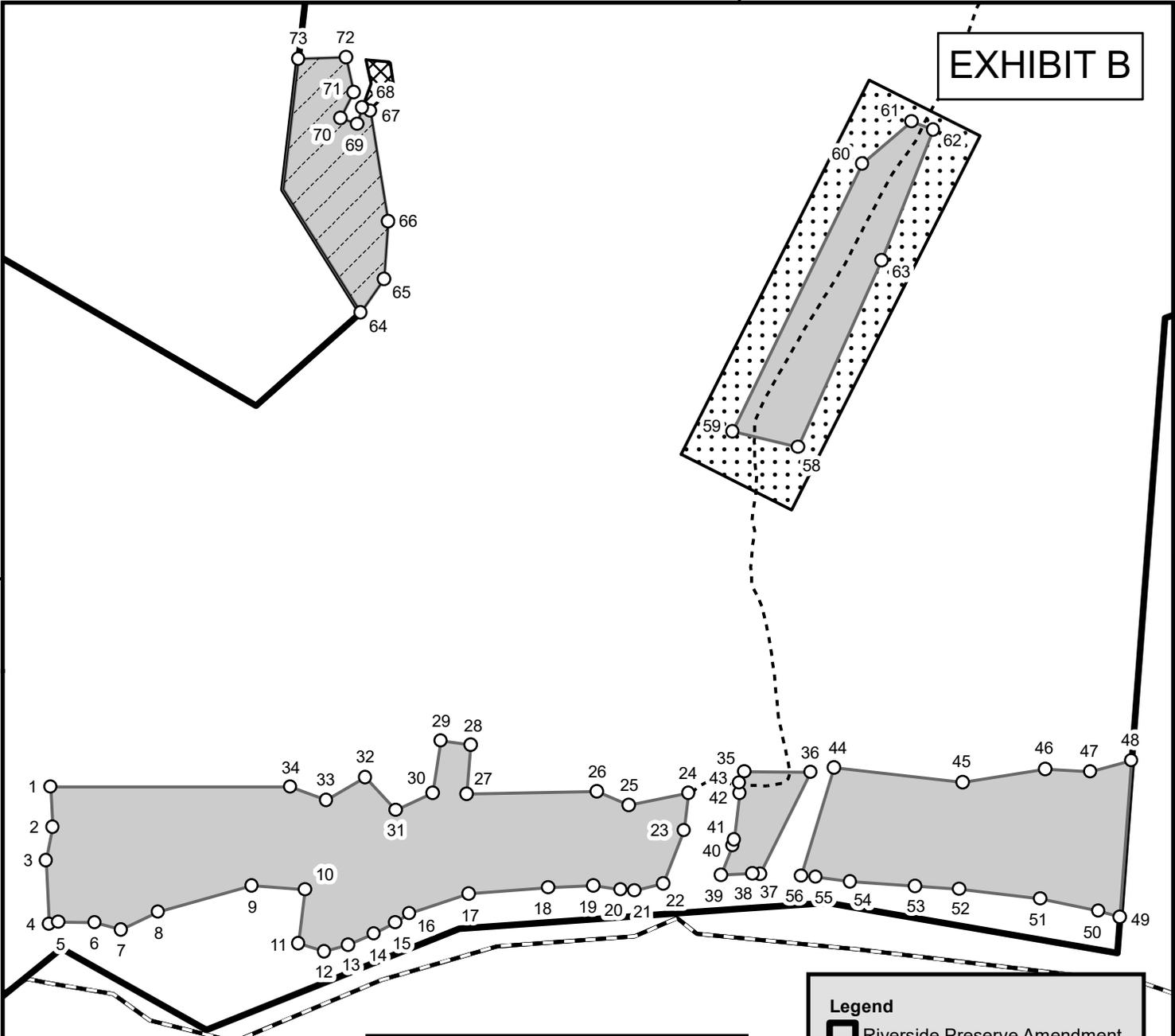


77°55'0"W

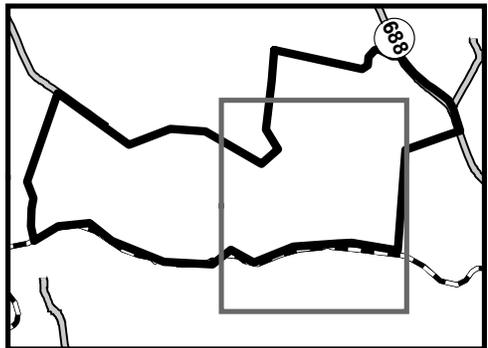
EXHIBIT B

38°42'0"N

38°42'0"N



See following page -
EXHIBIT B GPS POINTS
TABLE



Legend

- Riverside Preserve Amendment
- Family Cemetery
- Cemetery Access Area
- Building Envelope
- Existing Clearings
- County Boundary
- Secondary Road
- Existing Road
- GPS Points

77°55'0"W

Projection: Lambert Conformal Conic
GCS North America 1983
Datum: D North America 1983

Map created 06/03/2020 by Tyler McGilvery.
Source data provided by VBMP RCL - roads; VOF - all else.
Existing Forest Cover, Family Cemetery, & Cemetery access
area based on site visit & VGIN Aerial imagery acquired 2018.
VGIN 2018 Aerial imagery © Commonwealth of Virginia.
This map is for general reference and display purposes only.

Existing Forest Cover Map
Fauquier County
Riverside Preserve
FAU-01942-01133 Amendment
196.64 acres



1:3,600



Exhibit B GPS Point Table

Fauquier County – Riverside Preserve
FAU-01942-01133 Amendment

Geographic Coordinate System: GCS_North_American_1983

Point	Latitude	Longitude	Point	Latitude	Longitude
1	38.698868	-77.921523	37	38.69833	-77.916625
2	38.698651	-77.921514	38	38.698332	-77.916679
3	38.69847	-77.921562	39	38.698326	-77.916895
4	38.698124	-77.921547	40	38.698484	-77.916812
5	38.698133	-77.921486	41	38.698518	-77.916801
6	38.698126	-77.921233	42	38.698771	-77.916758
7	38.698087	-77.92105	43	38.698826	-77.91676
8	38.698178	-77.920792	44	38.698898	-77.916102
9	38.698312	-77.920143	45	38.698807	-77.915214
10	38.698285	-77.919775	46	38.698871	-77.914642
11	38.697995	-77.919827	47	38.698853	-77.914329
12	38.697948	-77.919648	48	38.698909	-77.914044
13	38.697982	-77.919482	49	38.698062	-77.914144
14	38.69804	-77.919303	50	38.698096	-77.914291
15	38.6981	-77.919156	51	38.698167	-77.914693
16	38.698147	-77.919055	52	38.698228	-77.91525
17	38.698248	-77.918643	53	38.698248	-77.915556
18	38.698275	-77.918092	54	38.698281	-77.916004
19	38.698282	-77.917779	55	38.698307	-77.91624
20	38.698257	-77.917591	56	38.698313	-77.916342
21	38.69825	-77.917497	58	38.700641	-77.916311
22	38.698285	-77.917296	59	38.700732	-77.916764
23	38.698572	-77.917145	60	38.702172	-77.915835
24	38.698776	-77.917111	61	38.702395	-77.91549
25	38.698713	-77.917527	62	38.70235	-77.915341
26	38.698791	-77.917745	63	38.701645	-77.915712
27	38.698789	-77.918646	64	38.70141	-77.91932
28	38.699056	-77.918613	65	38.70159	-77.919154
29	38.699081	-77.918818	66	38.701903	-77.919122
30	38.698798	-77.918882	67	38.702503	-77.919231
31	38.69871	-77.919139	68	38.702522	-77.919286
32	38.69889	-77.919343	69	38.702433	-77.919324
33	38.69877	-77.919619	70	38.702468	-77.91944
34	38.698844	-77.919863	71	38.702606	-77.919345
35	38.698886	-77.916724	72	38.702795	-77.919392
36	38.698876	-77.916262	73	38.702793	-77.919721

(OFFICE USE ONLY)

Date
received:

EASEMENT DISCLOSURE

Donation of an Open-Space Easement to the Virginia Outdoors Foundation

Donation of an open-space easement is an act of land protection which will permanently affect how your land may be used in the future. An easement donation is voluntary, and you may change your mind about the donation at any time until the easement is signed and recorded. All restrictions on the use of the property that you are agreeing to are contained in the deed of easement, and, upon recordation, will become permanently binding on you and all subsequent owners of the property. Information related to the donation that you provide to the Virginia Outdoors Foundation (VOF) and other information in your VOF file will be a matter of public record and will be subject to Freedom of Information Act requests.

Fauquier County, Virginia has agreed to enter into this deed of easement in strict accordance with its ordinances and regulations.

I acknowledge that the Office of the County Administrator, Fauquier County, Virginia has received a copy of this disclosure.

FAUQUIER COUNTY, VIRGINIA

By: _____

Date: _____



COVER PAGE FOR VOF FEE PROCESSING

APPLICANT The applicant may be a property owner, the owner's representative or the organization that intends to undertake the activity. VOF will direct its communication to the person, address, phone and email listed here. If multiple contact persons are essential, attach a page with names/info.					
Applicant Name		Fauquier County/Paul McCulla			
Applicant's Title and/or Business Name		County Administrator			
Mailing Address		10 Hotel Street, 2nd floor			
City	Warrenton	State	VA	Zip	20186
Phone Number <i>(with area code)</i>	Home				
	Office	540-422-8003			
	Mobile	540-878-6535			
Email	paul.mcculla@fauquiercounty.gov				

PROPERTY INFORMATION Describe where the property is located and its size.			
Property Address <i>(or road, if no address)</i>		8150 Leeds Manor Road	
Locality <i>(County/City)</i>	Fauquier County	Acreage in the VOF easement	196.64

PROPERTY OWNER(S)	
<ul style="list-style-type: none"> List all owners and part-owners. Include any parties who have an interest in the eased property (e.g. registered agent or trustee, banks/lenders, lien holders, and/or neighbors whose land is under the same deed of open-space easement, if applicable). Include title or descriptor of owner as pertains to their ownership (e.g. trustee, LLC member, lien holder, managing partner, spouse) A current means of contact, phone and/or email, is required. 	
Name	Fauquier County Title
Phone and/or Email	
Name	Title
Phone and/or Email	
Name	Title
Phone and/or Email	
Name	Title
Phone and/or Email	
Name	Title
Phone and/or Email	
Name	Title
Phone and/or Email	
Continue list on an additional sheet of paper if necessary.	



AUTHORIZATION Read all of the following carefully before signing.	
<p>A fee is due with this application to cover VOF review. See the instruction block on page one of each application form for the particular dollar amount and explanation of the cost recovery fee.</p> <p>Please make checks payable to "Virginia Outdoors Foundation" and mail with this signed application to:</p> <p style="text-align: center;">VOF Finance Office 900 South Main Street Blacksburg, VA 24060</p> <p>Applications will be reviewed promptly upon receipt. To avoid delays in processing, complete and sign this cover page AND an application form.</p> <p>I hereby authorize Virginia Outdoors Foundation to begin review of the information or activities I have described herein. I certify that this document and all attachments were prepared under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete.</p>	
Applicant Signature	Date

OPTIONAL AUTHORIZATION	
<ul style="list-style-type: none"> Complete this section <u>only</u> if applicant is NOT the landowner. This section is <u>not</u> required for Form 3 (Access/Utility Easement) or Form 5 (Present Condition Report). 	
Certification of authorization to allow applicant to act on landowner's behalf:	
I, _____, hereby certify that I have (LANDOWNER NAME)	
authorized _____ to act on my behalf (APPLICANT NAME)	
and take all actions necessary to the processing, issuance, and acceptance of this cover page and any attached application form(s).	
As landowner, I acknowledge that I am ultimately responsible for adherence to any and all special conditions attached to approvals that are granted.	
Landowner Signature	Date
Applicant Signature	Date
This section is optional. Sign here only if applicant is not the landowner.	

VOF OFFICE USE ONLY				DATE RECEIVED
Form	1	<input type="checkbox"/>	Boundary Line Adjustment	VOF Control Number(s)
	2	<input type="checkbox"/>	Commercial Ecosystem Service Project	
	3	<input type="checkbox"/>	Access/Utility Easement	
	4	<input type="checkbox"/>	Easement Amendment	
	5	<input type="checkbox"/>	Present Condition Report for Property Sale	
	6	<input type="checkbox"/>	Oil and Gas Drilling Plan Review	
	7	<input type="checkbox"/>	1704 Conversion/Diversion	
				Comments



EASEMENT AMENDMENT APPLICATION

INSTRUCTIONS

GENERAL

This form is provided to facilitate a request for the Virginia Outdoors Foundation (VOF) to amend one of its open space easements.

After initial discussion with VOF staff, please complete this application to describe your amendment request. No payment is required to submit this application.

Once staff has completed an analysis of your application, if you wish to proceed, there will be a fee of \$1,500. In addition, there will be a Baseline Documentation Report (BDR) fee of \$3,000-\$3,500 if applicable. This fee may be reduced for amendments that on balance significantly improve the conservation values of an existing easement.

APPLICANT

Applicant Name		Fauquier County/Paul McCulla			
Applicant's Title and/or Business Name		County Administrator			
Mailing Address		10 Hotel Street, 2nd floor			
City	Warrenton	State	VA	Zip	20186
Phone Number (with area code)	Home				
	Office	540-422-8003			
	Mobile	540-878-6535			
Email	paul.mcculla@fauquiercounty.gov				

ATTORNEY CONTACT INFORMATION

Name	Tracy Gallehr				
Mailing address	10 Hotel street, 2nd floor				
City	Warrenton	State	VA	Zip	20186
Phone number (with area code)	540-422-8012				
Email	tracy.gallehr@fauquiercounty.gov				

SURVEYOR CONTACT INFORMATION (if applicable)

Name					
Mailing address					
City		State		Zip	
Phone number (with area code)					
Email					

EASEMENT AMENDMENT APPLICATION

AMENDMENT TYPE

Please describe the amendment you are requesting in detail.

Please describe the amendment you are requesting and how it will change the existing easement. The purpose(s) for an amendment could include, among other things, the following:

- (1) correction of ambiguous language in the original deed,
- (2) upgrading of the language in the original deed to conform to the current template,
- (3) adding acreage to the property under easement,
- (4) further restricting rights reserved to the landowner, or
- (5) reconfiguring the size of parcels that are permitted to be divided from the original property put under easement.

WHEREAS, the parties hereto wish to amend, restate, and supersede the Original Easement to allow for the management of the Property as a public park by:

- (i) no longer permitting residential and agricultural uses and their related infrastructure,
- (ii) permitting amenities facilitating public use, including access to the Rappahannock River,
- (iii) adding a specific building envelope to concentrate the infrastructure to support use of the Property as a public park,
- (iv) limiting the cutting of trees on the Property to protect wildlife habitat, and
- (v) increasing the riparian protection zone along the Rappahannock River to protect water quality; and

WHEREAS, a further purpose of this Easement is to bring the language hereof into conformity with the language in the current deed template of Grantee, as set forth throughout the text below; and

WHEREAS, even though the Original Easement contained provisions contemplating the acquisition of tax benefits for the granting of a qualified conservation contribution, this Easement does not contemplate the acquisition of any further tax benefits, and the tax provisions set forth in the Original Easement have been removed.

COUNTY TAX PARCEL NUMBERS		
PARCELS WITHIN THE EXISTING OPEN SPACE EASEMENT		
Tax Map Parcel #	County/City acreage	Notes (if some explanation is needed)
6943-88-4433-000	196.64	
NEW PARCELS BEING ADDED TO EXISTING OPEN SPACE EASEMENT (if applicable)		
Tax Map Parcel #	County/City acreage	Notes (if some explanation is needed)

Continue list on an additional sheet of paper if necessary.

IMPORTANT INFORMATION FOR THE APPLICANT	
Please sign below to acknowledge that you have read and understand the following information.	
<p>Amendment of an open-space easement is voluntary, and you may decide not to make the amendment at any time until the amended deed is signed and delivered to the Virginia Outdoors Foundation (VOF) for recordation. The amended deed of easement may set forth the amendments agreed upon and restate the entire easement, superseding the original easement (the long form); or the amended deed of easement may just modify, add to or delete provision(s) of the original easement and incorporate by reference all the provisions in the original easement that are to remain applicable to your property (the short form).</p> <p>In certain cases in which the amendment may result in a private benefit to you, VOF may require an appraisal of the easement as amended. Also, if you intend to take a federal tax deduction or claim a state tax credit for an amended deed of gift of easement, you will need to engage an independent appraiser to determine the value of the gift. VOF strongly recommends the use of a Certified General Appraiser.</p> <p>If there is a deed of trust or mortgage on the property that will be encumbered by the amended easement, the holder must subordinate the deed of trust or mortgage to the amended easement so that the amended easement will continue to protect the property after sale in the event of a foreclosure. In addition, subordination by the holder is necessary for the gift of any portion of the amended easement to be tax deductible under federal tax law. You or your attorney should contact the mortgage holder prior to submission of the draft easement to staff for review and transmission to the board, as soon as a final draft of the easement is complete, as the subordination process may take some time.</p> <p>The Virginia Outdoors Foundation does not provide legal or tax advice. You should consult with your advisors on estate planning, real estate and tax matters and have an attorney assist you in the drafting and review of the amendment throughout the process. You will also need your attorney to review with you the effect of the amended easement on your estate plan and future use of the property.</p> <p>All the information related to the amendment that you provide to VOF will become a matter of public record, and, as such, is subject to Freedom of Information Act (FOIA) requests.</p>	
I acknowledge that I have read the above information and understand the issues presented.	
Applicant Signature	Date

**FAUQUIER COUNTY PARKS & RECREATION BOARD MEETING
JULY 15, 2020**

6:30 P.M. REGULAR MEETING

**WARRENTON COMMUNITY CENTER
430 East Shirley Avenue, Warrenton, VA**

AGENDA ITEM

Agenda Item VII.A. **LEAGUE AND TOURNAMENT FEES AND NEW FIELD
RENTAL RATES**

BACKGROUND

At its August 28 meeting, the Hall of Honor Committee discussed the fees charged to county and out-of-county teams for field use.

It was noted that non-county teams have complained that out-of-county fees are excessive. The Committee agreed that out-of-county teams should be charged the in-county rate for field use when available with the understanding that County teams would still have priority use.

FINANCIAL IMPACT

Staff will monitor revenue and impacts from reducing the rate charged to out-of-county teams using county fields and report back to the Board at a later time.

RECOMMENDATION

It is recommended that the Board determine sports field fees for the Central Fauquier Sports Complex for:

Turf Field Rentals - \$75 per hour at all times including league practices

Natural Grass Rectangles and Diamonds - \$15 per hour for rentals

Full Day Tournament Rentals All fields – \$140 per field per day (turf not included)

Half Day Tournament Rentals All fields – \$90 per field per day (turf not included)

Attachment:

Central Fauquier Sports Complex Fee Discussion

Central Fauquier Sports Complex Fee Discussion

CFSC Maintenance Costs and Cost Recovery:

- Diamond Fields – \$12,309 annual maintenance cost/1,050 playable hours available = \$11.72 per hour
- Rectangle Fields - \$13,914 annual maintenance cost/1,050 playable hours available = \$13.25 per hour
- Artificial Turf - \$9,090 annual maintenance cost/ 1,050 playable hours available from = \$8.66 per hour (but doesn't take into account replacement costs)

* Playable hours per field = 35 hours per week x 30 weeks = 1,050 hours

* Turf field playable hours remain consistent with others since no lights to extend play time

Potential CFSC Fees:

When comparing to Local Jurisdictions sports field fees, the following could be a starting point for a discussion on CFSC field costs.

Turf Field Rentals - \$75 per hour at all times including league practices

Natural Grass Rectangles and Diamonds - \$15 per hour for rentals

Full Day Tournament Rentals All fields – \$140 per field per day (turf not included)

Half Day Tournament Rentals All fields – \$90 per field per day (turf not included)

**FAUQUIER COUNTY PARKS & RECREATION BOARD MEETING
JULY 15, 2020**

6:30 P.M. REGULAR MEETING

**WARRENTON COMMUNITY CENTER
430 East Shirley Avenue, Warrenton, VA**

AGENDA ITEM

Agenda Item VI.B.

**REVISIONS TO POLICY B 8-1, FEES AND CHARGES –
REMOVAL OF NON-COUNTY FEES AND DISCUSSION
OF CFSC FIELD FEES**

BACKGROUND

Due to updated parks and recreation industry trends on revenue philosophy, feedback from the local community, and lack of use of out of county fees, the discussion has been presented to remove all out of county fees for related Parks and Recreation sites. Staff would anticipate participation numbers to increase across the board when excessive out of county fees are removed. Fauquier County residents will be given priority for registration.

Related to sports fields, at its August 28 meeting, the Hall of Honor Committee discussed the fees charged to county and out-of-county teams for field use.

It was noted that non-county teams have complained that out-of-county fees are excessive. The Committee agreed that out-of-county teams should be charged the in-county rate for field use when available with the understanding that County teams would still have priority use.

FINANCIAL IMPACT

Staff will monitor revenue and impacts on participation and usage from reducing the rate charged to out-of-county users and report back to the Board at a later time.

RECOMMENDATION

It is recommended that the Board approve revisions to Policy B 8-1*, Fees and Charges, to eliminate all out of county fees associated with Parks and Recreation services. Fauquier County residents will be given priority to ensure they have

access prior to non-Fauquier County residents. Also, it is recommended the Board discusses and evaluates new proposed Fees for CFSC complex

*** denotes attachment**

FAUQUIER COUNTY PARKS & RECREATION
POLICY

TITLE: Fees and Charges

FILE #: B 8-1

DATE PROPOSED: 3/5/86

DATE APPROVED/REVISED: 3/5/86, 12/3/86, 10/7/87, 7/3/91, 8/16/91, 4/2/92 6/3/92, 7/1/92, 8/5/92, 2/3/93, 8/4/93, 5/4/94, 2/16/95, 3/1/95, 5/3/95, 8/2/95(changes in policy effective 1/1/96), 3/6/96, 6/5/96, 1/7/98, 5/6/98, 12/2/98, 3/3/99, 4/7/99, 11/3/99,12/1/99, 1/5/00, 5/3/00, 7/5/00, 10/4/00, 10/3/01, 12/5/01, 1/2/02(effective 7/1/02), 2/6/02, 4/3/02, 10/2/02, 11/6/02, 2/5/03, 4/2/03, 7/2/03 9/3/03, 10/1/03, 2/4/04, 4/7/04, 6/2/04, 9/1/04, 12/1/04, 8/3/05,12/7/05, 2/1/06 4/5/06, 5/1/06, 5/3/06, 5/8/06, 7/12/06, 9/13/06, 2/7/07, 3/7/07, 5/2/07, 11/7/07, 12/5/07, 2/6/08, 9/3/08, 11/5/08, 1/7/09, 4/1/09, 5/6/09, 9/2/09, 1/6/10, 3/3/10, 4/7/10, 10/6/10, 12/1/10, 4/6/11, 7/13/11, 10/5/11, 11/2/11, 1/4/12, 4/11/12, 8/1/12, 9/4/13, 9/3/14 (effective 1/1/15), 12/3/14, (effective 1/1/15), 1/7/15 (effective 1/1/15), 2/4/15, 3/4/15, 7/15/15, 11/4/15, 3/2/16, 7/6/16, 2/28/17, 9/6/17, 11/20/17, 12/13/17, 3/7/18, 5/2/18, 6/6/18, 7/3/18, 11/14/18, **07/15/20**

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I. <u>Discretionary Application</u>	Page 16

PURPOSE: In order to provide a system of leisure services in the most efficient manner possible, a plan for financing of those services is imperative. This plan ideally will consist of an efficient mix of revenue generation opportunities and cost containment measures. Fees and charges are one of the revenue generators that are but one part of the mix and should always be viewed as such. **The Department will assist those needing assistance and will prioritize Fauquier County residents over non – residents**

A. ~~Philosophy—The County shall endeavor to provide services or portions thereof that are difficult or impossible for most citizens to provide within their own means. Other items associated with each service that relate directly to that service shall be borne by the user. All fees and charges shall be made most affordable to the youth and elderly of the community with secondary considerations to special needs and families.~~

B. Inability to pay

1. Programs

- a. Waivers - Citizens who would be unable to participate due to cost may participate in one program per program session (excluding trips, special events, tickets, multiple sessions of a program, and other activities as designated by the Board or the Director) at a cost, except for supplies, extra items, etc., that is established on a sliding scale and with written certification as to eligibility. Waivers may not be used in conjunction with scholarships. A person may only use waiver or scholarship in a program session.

(Procedure): Citizens whose families are at 50% or below of the median monthly income as established by the Virginia Department of Social Services (see table at Attachment E) shall be entitled to receive up to \$50 off the price of a program as outlined within this policy. Foster children, for the purposes of this policy shall be treated as an independent person from the family with which they live. Those at 50% of the median monthly income or below shall receive up to \$10 off, 40% or below up to \$20 off, 30% or below up to \$30 off, 20% or below up to \$40 off, 10% or below up to \$50 off. Participant Income Screening Forms shall be signed by the applicant who shall affirm its validity and accuracy. The Department shall submit the form to the Social Services Department for verification, as deemed appropriate and needed. Completed screening forms shall be kept at the counter in the region office in a latched notebook and labeled for confidentiality.

The Subsidy Management Procedure for processing waivers can be found in each site's "Class Solutions Parks and Recreation Software Quick Reference."

- b. Scholarships - For citizens who do not meet the criteria above, the Department shall maintain a scholarship fund supported by contributions. See Trust Fund Policy B 18-8.

2. Facility Day Passes

- a. Pools – The Department shall provide the Department of Social Services with 200 day passes per month and Fauquier Family Shelter with 20 day passes per month during the summer season for access to pools to serve those in need. An amount of not more than 40 day passes may be carried over to the following month. The Director will have the authority to approve other such day passes, and also be charged with establishing a system for distribution and reporting for that system.

(Procedure): All day passes (example attached) will have the current season year and sequential numbers imprinted. The Office Manager Administrative Manager will order, receive and coordinate with Department of Social Services and Fauquier Family Shelter to distribute all day passes as well as require that they be signed out after numbers and amounts are confirmed on a form provided by the Department. Distribution of discretionary passes will occur monthly, one week prior to usage month. At the end of the season the Office Manager will request that all unused day passes be returned to the Department for tracking and record keeping. Reporting and recording keeping will be the responsibility of the Office Manager.

C. Permits

1. General

(Procedure): Any event that ends at the close of business one day and continued at the opening of business the following day can be considered a continuation of the same event for permit purposes, fee calculations, etc. unless otherwise noted herein.

Changes to Permits:

If only the date and/or time is changed the permit will be processed, in accordance with policies and procedures, with no additional fee. A change in place will be treated as a new permit.

2. Special Event Permit - \$15 per event, \$35 for 3 or more like events in the same year applied for on the same permit.
 - a. Fauquier County governmental organizations shall complete the Special Event Permit form but shall not be charged a fee.
 - b. Town of Warrenton governmental organizations shall complete the Special Event Permit form to use the Warrenton Community Center but shall not be charged a fee.
3. Vendor Permits
 - a. General Vendor Permit - \$20 per application. Non-profit (501 (c) 3) in-county and out of county sports groups will not be charged the fee. See also D. Facilities concerning fundraising activities. Permits shall be issued for up to 12 months duration.
 - b. Farmers’ Market Permit \$20 (Section D does not apply)
4. Special Schedule Permit - \$15 per event
5. Water Withdrawal Permit for Germantown Lake – no fee
6. Fishing Tournament Permit – no fee
7. Special Needs Permit – no fee
8. Animals In Park Permit – no fee

D. Facilities

1. General
 - a. Fundraising
 - (1) For-profit individual/organization/group – 25% of net proceeds from the event shall be returned to the Parks and Recreation Department.
 - (2) Non-profit organization/group – 10% of net proceeds from the event shall be returned to the Parks and Recreation Department if the funds are collected on site; the organization/group is not obligated to return any portion of the proceeds if the funds are collected on non-park property.
 - b. Basetimes
 - (1) Minimum base-time of 1 or 2 full hours as noted with all additional time rounded up to the next ½ hour where ½ hour is noted. No other proration is allowed.
 - c. Scheduling
 - (1) For scheduling see C8.
(Procedure): Any event that ends at the close of business one day and continued at the opening of business the following day can be considered a continuation of the same event for permit purposes, fee calculations, etc.
 - d. Outdoor rentable facility:
Facility plus any affiliated structures/areas (e.g. bleachers, scoreboards with ballfield) and 10 feet around facility. Additional space for activities (e.g. practice space, moon bounce, caterer, etc.) may be set up in non-rentable spaces on a space available basis (day of event).

2. Specific Facilities

<u>Facility</u>	<u>Public</u> <u>Event^a</u>	<u>Semi</u> <u>public^a</u>	<u>Private^a</u>	<u>Non-</u> <u>county^a</u>
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a. Warrenton Community Center

Meeting Room	\$9.00/hr (\$4.50 ea add ½ hr)	\$13.00/hr (\$6.50 ea add ½ hr)	\$18.00/hr (\$9.00 ea add ½ hr)	\$25.00/hr (\$12.50 ea add ½ hr)
Arts/Crafts Rm	\$16.00/hr (\$8.00 ea add ½ hr)	\$23.00/hr (\$11.50 ea add ½ hr)	\$32.00/hr (\$16.00 ea add ½ hr)	\$44.00/hr (\$22.00 ea add ½ hr)
Auditorium	\$38.00/2hr (\$9.50 ea add ½ hr)	\$58.00/2hr (\$14.50 ea add ½ hr)	\$76.00/2hr (\$19.00 ea add ½ hr)	\$108.00/2hr (\$27.00 ea add ½ hr)

- (1) Fauquier County governmental agencies shall not be charged a fee for usage of above a meeting room or auditorium in the conduct of official County business.
- (2) Town of Warrenton governmental agencies shall not be charged a fee for use of a meeting room or auditorium in the conduct of official Town business.
- (3) Fauquier County organized nonprofit groups may use meeting room once per year (up to 2 hrs) at no charge.

b. Marshall Community Center

	<u>Public</u>	<u>Semi-Public</u>	<u>Private</u>	<u>Non-county</u>
Large Meeting Rooms	\$18.00/hr (\$9.00 ea add ½ hr)	\$26.00/hr (\$13.00 ea add ½ hr)	\$36.00/hr (\$18.00 ea add ½ hr)	\$50.00 (\$25.00 ea add ½ hr)
Pottery Classroom	\$7.00/hr (\$3.50 ea add ½ hr)	\$10.00/hr (\$5.00 ea add ½ hr)	\$13.00/hr (6.50 ea add ½ hr)	\$19.00/hr (9.50 ea add ½ hr)
John Marshall Room	\$11.00/hr (\$5.50 ea add ½ hr)	\$16.00/hr (\$8.00 ea add ½ hr)	\$21.00/hr (7.50 ea add ½ hr)	\$31.00/hr (10.50 ea add ½ hr)
Salem Study Room	\$5.00/hr (\$2.50 ea add ½ hr)	7.00/hr (\$3.50 ea add ½ hr)	\$10.00/hr (\$5.00 ea add ½ hr)	\$14.00/hr (\$7.00 ea add ½ hr)
Activity room	\$23.00/hr (\$11.50 ea add ½ hr)	\$35.00/hr (\$17.50 ea add ½ hr)	\$44.00/hr (\$22.00 ea add ½ hr)	\$65.00/hr (\$32.50 ea add ½ hr)
Aud/Gym	\$44.00/2hr (\$11.00 ea add ½ hr)	\$64.00/2hr (\$16.00 ea add ½ hr)	\$88.00/2hr (\$22.00 ea add ½ hr)	\$128.00/2hr (\$32.00 ea add ½ hr)
Café	\$7.00/hr (\$3.50 ea add ½ hr)	10.00/hr (\$5.00 ea add ½ hr)	\$13.00/hr (\$6.50 ea add ½ hr)	\$19.00/hr (\$9.50 ea add ½ hr)
Kitchen/Café	\$38.00/2hr (\$9.50 ea add ½ hr)	\$58.00/2hr (\$14.50 ea add ½ hr)	\$76.00/2hr (\$19.00 ea add ½ hr)	\$108.00/2hr (\$27.00 ea add ½ hr)

- (1) Fauquier County governmental agencies shall not be charged a fee for usage of a meeting room, activity room or auditorium/gym in the conduct of official County business.
- (2) Fauquier County organized nonprofit groups may use a meeting room once per year (up to 2 hrs.) at no charge.

- (3) Priority Gym Users – The fees for priority gym users will be based on direct costs and established by the Director. Discounts are not applicable.
(Procedure): The fee for priority gym users is \$30 an hour (to be effective for reservations made after 1/6/06).
- (4) Volunteers of the Fauquier County Fire and Rescue Companies may use the basketball court during the Center’s scheduled open hours when the court is not otherwise reserved or programmed. Upon completion of the addition/connector to the Marshall Community Center the days and hours available for use under this policy will convert to the same as Vint Hill Community Center
(Procedure): Volunteers wishing to use the basketball court must;
 - a. *Call just prior to coming to the gym to confirm availability.*
 - b. *Furnish their own equipment including balls, pumps, needles to inflate ball, etc.*
 - c. *Limit play to Fire and Rescue Company volunteers by showing Volunteer Fire and Rescue identification before entering the gym. Privileges will be suspended for the remainder of the day if anyone other than approved Volunteers are allowed entry by Volunteers.*
 - d. *Sign a Responsibility Form that states those playing are responsible for their own safety and hold the Department harmless for any injuries to players. Form also states that the players must follow the rules as stated in the policy and are responsible for repair of any damage they cause to the facility.*
 - e. *Must be 18 years old or older.*
- (5) All current permanent employees of Fauquier County and those Fauquier County government retirees who retain health insurance through Fauquier County may use the fitness room when it is not otherwise reserved or programmed free of charge upon presenting valid identification.

c. Vint Hill

	<u>Public</u>	<u>Semi Private</u>	<u>Private</u>	<u>Non-county</u>
Pool				\$380.00/2hr (\$95.00 ea add ½ hr)
Gym 6 a.m. – 12 p.m. Sunday; 6 a.m. – 9 a.m. Monday-Saturday; 6 p.m. – 11 p.m. Saturday & Sunday.	\$58.00/2hr (\$ 14.50 ea add ½ hr)	\$88.00/2hr (\$22.00 ea add ½ hr)	\$114.00/2hr (\$28.50 ea add ½ hr)	\$160.00/2hr (\$40.00 ea add ½ hr)
Gym 10 p.m. – 11 p.m. Monday-Friday	\$29.00/hr	\$44.00/hr	\$57.00/hr	\$80.00/hr
Racquetball	\$7.00/hr (\$3.50 ea add ½ hr)	\$10.00/hr (\$5.00 ea add ½ hr)	\$13.00/hr (\$6.50 ea add ½ hr)	\$20.00/hr (\$10.00 ea add ½ hr)
Wallyball	\$13.00/hr (\$6.50 ea add ½ hr)	\$19.00/hr (\$9.50 ea add ½ hr)	\$25.00/hr (\$12.50 ea add ½ hr)	\$38.00/hr (\$19.00 ea add ½ hr)

Activity Room	\$23.00/hr (\$11.50 ea add ½ hr)	\$35.00/hr (\$17.50 ea add ½ hr)	\$44.00/hr (\$22.00 ea add ½ hr)	\$65.00/hr (\$32.50 ea add ½ hr)
Conference Rm	\$7.00/hr (\$3.50 ea add ½ hr)	\$10.00/hr (\$5.00 ea add ½ hr)	\$13.00/hr (\$6.50 ea add ½ hr)	\$19.00/hr (\$9.50 ea add ½ hr)
Theater	\$100.00/2hr (\$25.00 ea add ½ hr)	\$152.00 2hr (\$38.00 ea add ½ hr)	\$204.00/2hr (\$57.00 ea add ½ hr)	\$304.00/2hr (\$76.00 ea add ½ hr)

- (1) Fauquier County governmental agencies shall not be charged a fee for usage of an activity room, conference room or theater in the conduct of official County business.
- (2) Fauquier County organized nonprofit groups may use a meeting room once per year (up to 2 hrs.) at no charge.
- (3) Priority Gym Users – The fees for priority gym users will be based on direct costs and established by the Director. Discounts are not applicable.
(Procedure): The fee for priority gym users is \$30 an hour (to be effective for reservations made after 1/6/06).
- (4) Volunteers of the Fauquier County Fire and Rescue Companies may use the Center’s basketball court Monday through Friday, 9 a.m. to 2 p.m., when the court is not otherwise reserved or programmed.
(Procedure): Volunteers Fire and Rescue Companies wishing to use the basketball courts must;
 - a. *Limit play to Fire and Rescue Company volunteers by showing Volunteer Fire and Rescue identification before entering the gym. Privileges will be suspended for the remainder of the day if anyone other than approved Volunteers are allowed to enter by Volunteers.*
 - b. *Sign a Responsibility Form that states those playing are responsible for their own safety and hold the Department harmless for any injuries to players. Form also states that the players must follow the rules as stated in the policy and are responsible for repair of any damage they cause to the facility.*
 - c. *Must be 18 years old or older.*
- (5) All current permanent employees of Fauquier County and those Fauquier County government retirees who retain health insurance through Fauquier County may use the fitness room when it is not otherwise reserved or programmed free of charge upon presenting valid identification.
- (6) Storage space fee of \$5/month per square foot (calculated on total space not just footprint) for facility renters to store bulky or hard to items that are to be used during rental periods. Space is on a first come, first serve basis coordinated by the Facility Manager.

d. Northern Fauquier Community Park

	<u>Public Event^a</u>	<u>Semi public^a</u>	<u>Private^a</u>	<u>Non-county^a</u>
Meeting Room	\$18.00/hr (\$9.00 ea add ½ hr)	\$25.00/hr (\$12.50 ea add ½ hr)	\$36.00/hr (\$18.00 ea add ½ hr)	\$51.00/hr (\$25.50 ea add ½ hr)
e. <u>Ballfields</u>	<u>Public Event^a</u>	<u>Semi public^a</u>	<u>Private^a</u>	<u>Non-county^a</u>
NFCP Baseball/Softball Fields	\$16.00/hr	\$16.00/hr	\$16.00/hr	\$25.00/hr (10-40% non-county) \$32.00/hr (41-80% non-county) \$38.00/hr (81-100% non-county)
NFCP Football Fields	\$32.00/hr	\$32.00/hr	\$32.00/hr	\$51.00/hr (10-40% non-county) \$57.00/hr (41-80% non-county) \$64.00/hr (81-100% non-county)
NFCP Soccer Fields	\$17.00/hr	\$17.00/hr	\$17.00/hr	\$28.00/hr (10-40% non-county) \$34.00/hr (41-80% non-county) \$40.00/hr (81-100% non-county)
Fields used with lights (metered)	\$12.00/hr	\$14.00/hr	\$16.00/hr	\$38.00/hr (10-40% non-county) \$44.00/hr (41-80% non-county) \$51.00/hr (81-100% non-county)
Fields used with lights (non-metered)	\$32.00/ night	\$38.00/ night	\$44.00/ night	\$95.00/night (10-40% non-county) \$114.00/night (41- 80% non-county) \$133.00/night (81- 100% non-county)

Fields other than NFPC without lights
 free free free \$13.00/hr (10-40% non-county)
 \$19.00/hr (41-80% non-county)
 \$25.00/hr (81-100% non-county)

f. <u>Basketball Courts</u>	<u>Public Event^a</u>	<u>Semi public^a</u>	<u>Private^a</u>	<u>Non-county^a</u>
Lights (metered)	\$3.00/hr	\$3.00/hr	\$3.00/hr	\$3.00/hr

g. <u>Tennis Courts</u> * see Policy C.8.C.4				
Per Court	\$7.00/hr	\$10.00/hr	\$13.00/hr	N/A
Lights (metered)	\$3.00/hr	\$3.00/hr	\$3.00/hr	\$3.00/hr

h. Entrance/Access Fees - Suspended due to Covid 19 7/10/20

- (1) C.M. Crockett Park Entrance
 County residents: Free
 Non-County resident: \$7.00 car up to 8 people + \$1.00/person over 8 (excluding program participants and transportation personnel with appropriate identification; weekday camp programs as approved by the Region Manager.)
- (2) Vint Hill Village Green Community Center Access Fees

	<u>Gym Access</u>	<u>Fitness Access</u>	<u>Both</u>
Daily (county/non-county)		---	
Youth 4 and under	---	---	---
Youth 5-12	\$3.00 -\$4.50	---	---
Youth 13-17	\$3.00 -\$4.50	---	\$4.50/\$7.00
Adult 18 and up	---	---	\$6.00/\$9.00
Adult 18 and up (9am – Noon; Mon- Fri)	---	---	\$5.00/\$7.50
Monthly		---	
Youth 4 and under	---	---	---
Youth 5-12	\$25.00 /\$37.50	---	---
Youth 13-17	---	---	\$32.00/\$48.00
Adult 18 and up	---	---	\$40.00/\$60.00
Six Month		---	
Youth 4 and under	---	---	---
Youth 5-12	\$112.00 /\$168.00	---	---
Youth 13-17	---	---	\$134.00/\$201.00
Adult 18 and up	---	---	\$180.00/\$270.00
Twelve Month		---	
Youth 4 and under	---	---	---

Youth 5-12	\$200.00/\$300.00	---	---
Youth 13-17	---	---	\$256.00/\$384.00
Adult 18 and up	---	---	\$320.00/\$480.00

- (a) Monthly, six month and twelve month fees are available ~~only to county residents~~ **the public**.
- (b) Access fees may be purchased for up to one year maximum.
- (c) Monthly fees based on calendar months and shall not be prorated for partial months.
- (d) A refund will only be given in the event that a pass holder permanently moves their residence outside of Fauquier County. The pass holder must submit legitimate verification of the move. No refunds on monthly fees. Refunds for six and twelve month passes will be figured using the monthly fee up to the month of the move.
- (e) Pass Extensions: Requests for extensions must be made prior to the absence and passes must be deactivated by the ~~Region Manager~~ **Superintendent**. Only one extension per year may be granted a pass holder. Only absences of greater than four weeks will be considered. Pass extensions will only be permitted if the pass holder becomes physically unable to use the services or military status is modified to active. The pass holder must prove such disability by a doctor’s certificate or activation of military service with submission of military orders. A Region Manager’s approval is required to approve the extension based on the listed criteria.
- (f) Gym passes may only be used at the designated facility but passes for both gym and fitness access purchased for the Vint Hill Village Green Community Center may also be used to access the Marshall Community Center fitness room.
- (g) Passes are non-transferable.

(3) Marshall Community Center Access Fees

	<u>Gym Access</u>	<u>Fitness Access</u>	<u>Both</u>
Daily (county/non-county)			
Youth 4 and under	---	---	---
Youth 5-12	---	---	---
Youth 13-17	---	\$4.00/ \$6.00	---
Adult 18 and up	---	\$5.00/ \$7.50	---
Monthly	---		---
Youth 4 and under	---	---	---
Youth 5-12	---	---	---
Youth 13-17	---	\$25.00/ \$37.50	---
Adult 18 and up	---	\$30.00/ \$45.00	---
Six Month	---		---
Youth 4 and under	---	---	---
Youth 5-12	---	---	---
Youth 13-17	---	\$115.00/ \$172.50	---
Adult 18 and up	---	\$135.00/ \$202.50	---
Twelve Month	---		---
Youth 4 and under	---	---	---
Youth 5-12	---	---	---
Youth 13-17	---	\$210.00/ \$315.00	---

Adult 18 and up --- \$245.00/~~\$367.50~~ ---

- (a) Monthly, six month and twelve month fees are available ~~only to county residents~~ **the public.**
- (b) Access fees may be purchased for up to one year maximum.
- (c) Monthly fees based on calendar months and shall not be prorated for partial months.
- (d) A refund will only be given in the event that a pass holder permanently moves their residence outside of Fauquier County. The pass holder must submit legitimate verification of the move. No refunds on monthly fees. Refunds for six and twelve month passes will be figured using the monthly fee up to the month of the move.
- (e) Pass Extensions: Requests for extensions must be made prior to the absence and passes must be deactivated by the Region Manager. Only one extension per year may be granted a pass holder. Only absences of greater than four weeks will be considered Pass extensions will only be permitted if the pass holder becomes physically unable to use the services or military status is modified to active. The pass holder must prove such disability by a doctor’s certificate or activation of military service with submission of military orders. A Region Manager’s approval is required to approve the extension based on the listed criteria.
- (f) Passes may only be used at the designated facility.
- (g) Passes are non-transferable.

i. Shelters

	½ day (opening 2:00/2:30 closing)	Full Day
Panorama (100)	\$135.00	\$205.00
Hollyview (40)	\$50.00	\$75.00
Friendship (20)	\$25.00	\$38.00
Bluebird/Cedar Shade (10)	\$13.00	\$19.00
Tent (20x20 relocated on CMCP)	\$160.00	\$190.00
Vint Hill #1 (75)	\$95.00	\$140.00
Bandstand (32)	\$40.00	\$60.00
Monroe Park (60)	\$70.00	\$105.00
Oak Glen (40)	\$50.00	\$75.00
Shoreside (40)	\$50.00	\$75.00
Sunset (40)	\$50.00	\$75.00
Sunrise (40)	\$50.00	\$75.00
Streamsong (40)	\$50.00	\$75.00
Lakeview Pavilion (175)	\$220.00	\$330.00
Farmstead (250)	\$310.00	\$465.00
Watersedge Pavilion (175)	\$240.00	\$360.00

j. Amphitheaters

Crockett Park (700)	\$146.00	\$215.00
The Dell (300)	\$70.00	\$105.00

k. Boat Launch Fees

County resident: Free ~~Non-county resident: \$3~~

l. Boat Storage Fees

\$95/yr per boat. Applies only to canoes, jon boats and row boats

m. Vint Hill Pool

<u>Daily Rates</u>	<u>Age</u>	<u>Admission</u>
	Under 2	---
	2-11 yrs	\$4.50
	12-59 yrs	\$5.50
	60 and older	\$4.50
After 5pm	Each person	\$4.00
<u>Seasonal Discount Pass</u>		
(10 uses)	2-11 yrs	\$36.00
	12-59 yrs	\$44.00
	60 and older	\$36.00
(20 uses)	2-11 yrs	\$63.00
	12-59 yrs	\$77.00
	60 and older	\$63.00

1. Pool discount pass expires on Labor Day of year issued.
2. Pool discount passes are transferable.
3. Pool discount passes are nonrefundable.
4. Unused visits will not be refunded or prorated.
5. Discount passes may be recharged at full value and cost of 10 or 20 punch pass. Partial recharging is not permitted.
6. Discounted passes may not be used for entry to pool special events.
7. Discount passes may only be used for entry by participant within age limit of pass.

Seasonal Unlimited Pass

<u>Family Size:</u>	
Individual	\$180.00
Family of Two	\$335.00
3 rd Additional	\$130.00
4 th Additional	\$105.00
5 th Additional	\$80.00
6 th + Additional	\$55.00

1. Season pass only valid for season issued.
2. Season passes are non-transferable.
3. Season passes are non-refundable.
4. Season passes may be used for entry to public special events offered by the Department
5. Season passes do not guarantee admission if capacity has been reached.
6. Season passes are only valid for a member of the same household living at the same address

Procedure: Passes may be purchased at Vint Hill Village Green Community Center and at the Pools at Vint Hill and at other designated locations.

n. Vint Hill Racquetball Courts

- (1) Hourly fees are \$13.00/\$20.00
- (2) Passes
 - (a). Racquetball Plus Discount Pass

1. Racquetball Plus discount passes may only be recharged for full cost and hours per pass plan.
2. Racquetball Plus pass may be recharged for \$105.00/\$157.50 for 20 court hours.
3. Racquetball Plus pass holder may reserve non-prime time (9am – 5pm, Monday thru Friday) court hours in advance of requested date (except when classes are being held). Prime-time court hours may be reserved no earlier than 24 hours prior to the requested reservation time.
4. Racquetball Plus pass holders may book one court
5. Racquetball Plus passes are nontransferable.
6. Racquetball Plus passes are nonrefundable.
7. Racquetball Plus passes cannot be extended.

(b) Racquetball Preferred Pass

1. Racquetball Preferred discount pass may only be recharged for full cost and hours per pass plan.
2. Racquetball Preferred pass may be recharged for \$160.00/\$240.00 for 20 hours.
3. Racquetball Preferred pass holder may reserve court hours in advance without restriction (except when classes are being held).
4. Racquetball Preferred passes are nontransferable.
5. Racquetball Preferred passes are nonrefundable.
6. Racquetball Preferred passes cannot be extended.

(c) Racquetball Plus and Preferred Passes

1. Racquetball pass hours expire two years from date of purchase.
2. Partial recharging of racquetball passes is not permitted.
3. Court reservations must be cancelled a minimum of 24 hours prior to requested court reservation time. To cancel a reservation the pass holder must speak directly with a site supervisor or the Region Manager. Failure to cancel reservation per above policy will result in pass holders account being charged for reserved time.
4. Pass holder client account will be charged at time of reservation request.
5. Racquetball passes may not be used for wallyball.

o. Marshall Community Center Pottery Studio Pass Fees

	<u>County</u>	<u>Non-County</u>
1 month	\$65.00	\$99.00
3 months	\$175.00	—
6 months	\$330.00	—
12 months	\$625.00	—

(1) Fees are non-refundable

p. Schoolhouse #18

	Semi-public ^a	Private ^a	<u>Non-county</u>
<u>Public Event^a</u>			

\$24.00/2hrs	\$36.00/2hrs	\$50.00/2hrs	\$74.00/2hrs
\$6.00 each	\$9.00 each	\$12.50 each	\$18.50 each
added ½ hr.)	added ½ hr.)	added ½ hr.)	added ½ hr.)

- (1) Fauquier County governmental agencies shall not be charged a fee for usage of this facility in the conduct of official County business.
- (2) Fauquier County organized nonprofit groups may use this facility once per year (up to 2 hrs) at no charge.
- (3) Fauquier Heritage and Preservation Foundation and the Master Gardeners may use the facility free of charge for their meetings and activities for which the organizations do not charge a fee.

q. <u>Park/Facility</u>	1/2 day_	
	<u>(opening-1:00p/1:30p-closing)</u>	<u>Full Day</u>
C.M. Crockett Park	\$3,810	\$6,350

- (1) Park Rental Fees shall include the following:
 - (a). All Entrance Fees
 - (b). Up to 1,250 persons maximum
 - (c). Appropriate staffing
 - (d). All shelters, amphitheater, and those areas of the park designated as public areas.

E. Equipment

Rental fees shall be established by the Director on an case-by-case basis considering the purpose for each fee. A copy of those fees shall be attached to this policy for ongoing reference.

- 1. Mist Tent - shall not be rented. May be made available outside of department only with approval of Director. For in-department use sections may use but shall contribute \$50 to CMCP improvement Trust Fund - scheduling to be responsibility of CMCP Manager.
- 2. Any and all equipment not noted herein for rental and/or loan is not available for non-departmental use.

F. Programs

- 1. Base Fee Calculation:
 - a. Programs that have only pre-registration and that may result in significant financial loss may be cancelled (except when cancellations are not within Departmental control or poses specific risks to participants, e.g. weather, etc.)
 - b. All youth programs shall be planned on a direct cost break-even status based on a minimum number for participation.
 - c. All adult programs shall be planned to cover both direct and indirect costs on a break-even basis for the minimum number for participation.
 - d. Determination of costs:
 - Direct Costs – any staffing, facility, equipment, supplies, etc. costs that are directly attributable to the events need only cover direct costs.
 - Indirect Costs - Use 35% of direct costs.
 - e. Free Programs – Allowable exceptions to the policy:
 - (1) State/multi-state/national campaigns that require free access or that require no additional local charge may be offered as free programs, e.g. Hershey, NYSCA
 - (2) Program deemed priority by the Parks and Recreation Board for meeting specific community needs may be offered as free programs.
 - (3) Programs that involve special major investments by others that address Parks and Recreation goals and that do not incur additional significant

Parks and Recreation costs may be offered as free programs, e.g. Learning Tree, Greenway programs funded by the Town of Warrenton.

- (4) 10% of the expected revenue as determined by the regional program budget may be used to create programming that addresses community needs and offset costs associated with those free regional programs and events.

Supplemental fee charges do not apply to free programs.

2. Supplemental Fee Charges **Registration Priority:**

- a. ~~Non-residents~~ – Since the Department is funded by Fauquier County taxpayers to provide recreational opportunities for residents of the County, all County residents or those paying personal and/or real estate property taxes to the County are eligible for participation **and will be given priority for all registrations.** ~~Non-residents however, shall pay the appropriate fee plus an additional 15% when the majority of indirect costs are being borne by the user through the fee and 50% when the majority of indirect costs are being borne by the County. Athletic teams with rosters of less than 10% non-residents shall pay the resident rate, those with 10-40% shall pay either 5% or additional as defined above, those with 41%–80% shall pay either 10 to 40% additional, and those with 81% or more shall pay either 15 or 50% additional.~~
- b. Indirect Costs:
- (1) All theme park tickets shall be sold at department costs plus \$2.00.
- c. Indoor facility use fees – For all indoor programs held in Fauquier County Parks and Recreation Department facilities an indoor facility use fee of \$.75 per hour per participant shall be added to the program fee.
(Procedure): Calculations shall be included on the program analysis form for each region. Each region will submit the program analysis form to the Office Administrative Specialist within 30 days of the end of each session. Using the program analysis form the Administrative Specialist will process the paper work to transfer collected fees to recovered costs for the facilities budgets in each region.
- d. Credit card cost recovery – Fee based programs shall include a 2% surcharge and added to the base program fee to recover credit card processing fees charged to the department. (Included in the overall fee increase in 2015).
- e. Promotional Surcharge – To help cover the cost of promotion of departmental services the following charges shall be included in the establishment of fees:
- (1) \$1 per registration for all programs
 - (2) \$.50 per person for all special events
 - (3) \$1 for each facility booking
 - (4) \$.50 for each ticket sold

G. All concession items shall be sold as follows:

1. Vending
 - a. 20oz. Plastic bottle items sold at department cost plus 107% rounded to the nearest .25.
 - b. Vending items in machines with varying costs will be sold at average cost of highest and lowest items plus 107% rounded to the nearest 25.
2. Prepackaged
 - a. All prepackaged items (candy, clothing, nature gifts, tackle, etc.) will be sold at department cost plus 127% rounded to the next .09.
3. Prepared
 - a. All prepared items (hot dogs, pretzels, shave ice, etc.) will be sold .21 above the average cost for the item in a convenience store rounded up to the next .09.

H. Payment

Rentals - Payment for all rentals shall be made at the time of acceptance of reservation, with acceptance contingent upon payment.

Payment Process Exceptions:

- 1) Multiple events (3 or more), payment is requested for first use with payment for each succeeding event to be made at least one event in advance.
- 2) Multiple use of ballfield lights (metered systems only) monthly based on actual usage.
(Procedure): Meter to be read the first of each month and processed as Account Receivable. Invoices are payable the last day of the month following the month of actual usage.

Metered Lights – Invoices not paid by the last day of the month in which the invoice is received shall result in termination of use of lights.

I. Discounts

1. Business Discount Programs – An employee benefit program for businesses located in Fauquier County. Program criteria include:

- a. Discounts apply to any and all programs paid for by the business, access fees, park entrance fees and drop-in programs.
- b. Discounts of approximately 25%, exact amount to be determined by region leader for ease of administration.
- c. Business must reside in Fauquier County.
- d. Annual business fee for inclusion in the program is \$1 per employee with a \$25 minimum. Fee is based on total number of employees in the business.
- e. Fees collected under item d. will be deposited into marketing trust fund.
- f. Discounts cannot be used in conjunction with any other discounts.
- g. The Director is authorized to sign the attached Business Discount Agreement, acting on behalf of the Parks and Recreation Board, prior to inclusion in the program.

(Procedure):

A. *Department-wide notification and tracking*

1. ~~Region~~ Superintendents shall forward completed paper work and copy of receipt to Director.
2. A carbon copy of the agreement, after it is signed by the Director, along with the employee roster shall be sent to the Administrative Specialist.
3. All regions are notified immediately by Administrative Specialist by memo along with an employee roster.

B. *Business Employee Discounts*

1. Discount rates will be set by Director as defined in the Business Discount Policy (B8-1, H) and recorded in FCPRD Business Discount Fees chart.
2. Each region should ensure that the approximately 25% employee discount for a non-county resident is not less than that of a county resident's regular non-discounted rate.
3. When rounding to the approximately 25% discount, rounding is defined as the amount closest to one-quarter increments, i.e. \$ 4.50 less 25% discount is \$1.125 and would be rounded to \$1.25 discount, with total discounted cost of \$3.25.
4. Price Look Up (PLU) numbers shall be set up in Class System to provide business usage reports.

C. *Business Discount Fees*

1. All sites shall be able to receive any annual business fees from a participating business, as defined in the policy. Annual

participation fees are to be deposited into the Marketing Trust Fund.

D. Reporting

- 1. The ~~Region~~ Superintendent is responsible for completing the attached monthly report submitted to the Director with a carbon copy to the Administrative Specialist by the 5th of each month for the previous month*
- 2. The ~~Region~~ Superintendent is responsible for completing the attached annual report submitted to the Director at the end of the calendar year.*

E. Accounting

- 1. The Administrative Specialist is responsible for recording and tracking all annual participation fees collected from the Business Discount Program.*
 - a. Each site will use a reporting slip as provided by the Administrative Specialist attached to the cash report and copied for their own records.*
- 2. The Administrative Specialist is to be the point of contact for the businesses if there are issues/concerns/questions on a Business Discount Program account.*
- 3. The Administrative Specialist is responsible for notifying businesses by mail that the annual membership is 30 days from expiration.*

F. Information

- 1. All data received from businesses will be housed at one central location, FCPRD Administrative Offices 320 Hospital Drive, Suite 6, Warrenton, VA and maintained by the Administrative Specialist.*
2. Discounts authorized under I.2. – see attachment B

J. Exceptions/Discretionary Application of Policy

1. The Director may waive fees for events within the authority of this policy that address a serious social issue.
2. The Director may exercise flexibility in these fees to establish special package rates in order to accommodate groups and special requests. Those rates shall be attached to this policy for ongoing reference.
3. School Cooperation Agreement considerations:
 - a. Components of the Cooperative Agreement with the School System shall be automatically included as part of this policy.

^a For definitions see Policy C8.

^b Must be supervised-by-a parent-approved chaperone.

	Field Rates (per hour if not noted)	Notes
Town of Warrenton		
All Athletic Fields (excludes Athey fields)	\$25 per hour	Town does not have rental rate for Athey fields as it is operated by WFA through 20205
Culpeper County		
Diamond Fields	\$5 residents (private) \$10 non-resident (private) \$3 residents (non-profit) \$6 non-resident (non-profit)	
Grass Rectangular Field	\$5 residents (private) \$10 non-resident (private) \$3 residents (non-profit) \$6 non-resident (non-profit)	
Grass Rectangular Game Fields (sports complex)	\$11 residents (private) \$22.50 non-resident (private) \$7.50 residents (non-profit) \$12.50 non-resident (non-profit)	
Prince William County		
All natural grass athletic fields	\$25 per day	Charges participant fees to leagues - \$8 for youth, \$12 for adults as well as seasonal team fees \$430 for youth and \$640 for adults
Synthetic Field (Prime)	\$100	Charges \$50 (sactioned) or \$150 (unsactioned) per field per day for tournaments and also required \$25 deposit per field prior to event.
Synthetic Field (Non-Prime)	\$80	
*Prime - weekdays after 5pm and all day on weekends/holidays		
Loudoun County		
All Park and Sportsplex Fields (non profit)	\$120 per day	Only offers full day rentals if outside of league allocations, no hourly rates. Charges \$12 per player for youth participant fees as part of allocations.
All Park and Sportsplex Fields (for profit)	\$180 per day per day	
Fairfax County Park Authority		
Grass Field - Unlit	\$45	Charges Leagues per participant fees of \$8 per person for rectangles, \$5.50 per person for diamonds, and \$30 per person for out of county residents in place of hourly rate. Also, charges application fees of \$50 for tournaments.
Grass Field - Lighted	\$70	
Synthetic Field - Unlit	\$100	

Synthetic Field - Lighted	\$125	
Stafford County		
Grass Field	\$35	
Synthetic Field	\$42.50	
Spotsylvania County		
All fields (per field rate)	\$17 (for games) \$10 (for practices)	
Town of Herndon		
All Athletic Fields (including synthetic turf)	\$20	
All Athletic Fields - Lighted	\$24	
City of Manassas		
Athletic Field - Unlit	\$4.75	
Athletic Field - Lighted	\$6.50	
Arlington County		
Diamond Field - Lighted	\$55 residents \$110 non-residents	
Diamond Field - Unlit	\$35 residents \$70 non-residents	
Grass Rectangular Field - Lighted	\$55 residents \$110 non-residents	
Grass Rectangular Field - Unlit	\$35 residents \$70 non-residents	
Synthetic Field - Lighted	\$130 residents \$260 non-residents	
Synthetic Field - Unlit	\$105 residents (prime) \$210 non-residents (prime) \$65 residents (non-prime) \$130 non-residents (non-prime)	
*Prime hours Weekdays after 4pm & Weekends ALL DAY		

**FAUQUIER COUNTY PARKS & RECREATION BOARD MEETING
JULY 15, 2020**

6:30 P.M. REGULAR MEETING

**WARRENTON COMMUNITY CENTER
430 East Shirley Avenue, Warrenton, VA**

AGENDA ITEM

Agenda Item VI.C.

USE OF ELECTRONIC BIKES ON TRAILS/GREENWAY

BACKGROUND

Some local bike shops are starting to sell electrical assisted bikes. The Sheriff's Office has looked at using e bikes to patrol our parks and trails and might be interested in using them if they can be purchased for them.

Assistant County Attorney Tracy Gallaher recommended that if the Board decides in favor of allowing these bikes on trails or roads, it should coordinate with the Town of Warrenton and use the same make and model.

Use of e bikes would require the Board of Supervisors to amend the Parks Ordinance as motorized bikes are not allowed.

Each member of the Pedestrian, Bicycle and Greenway Advisory Committee (PBGAC) was polled by staff to ascertain their expertise and recommendations on whether e bikes should be allowed and if so, which class of bike (defined below) should be used*. Discussions among PBGAC members was not allowed in the poll and all responses were directed to one staff member only.

1. "Class one" means an electric power-assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour;

2. "Class two" means an electric power-assisted bicycle equipped with a motor that may be used exclusively to propel the bicycle and that ceases to provide assistance

when the bicycle reaches the speed of 20 miles per hour;
and

3. "Class three" means an electric power-assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour.

FINANCIAL IMPACT

None

RECOMMENDATION

It is recommended that the Board approve the use of Class I and II E- Bikes on trails/roads, but not on the Warrenton Branch Greenway.

Attachment:

PBGAC poll comments

PBGAC Poll – e-Bikes

6/24/20

Poll questions asked: Are you in favor of e-bicycles on the greenway or trails? Yes or No

If yes, what class of bikes are you in favor of?

YES TO E BIKES - 8

1. "Class one" means an electric power-assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour: **Hicklin (ok with class 1 only), Johnson (ok with class 1 or class 2), Tate (ok with class 1 and class 2), Silberbauer (ok with class 1 or class 2) Tate (class 1)**

Comments: Given there are significant grades on several trails around town, Class one Ebikes would be appropriate **(Mitchell)**

2. "Class two" means an electric power-assisted bicycle equipped with a motor that may be used exclusively to propel the bicycle and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour
3. "Class three" means an electric power-assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour: **Williams, Silberbauer**

Comments:

Class 1

I am an advocate for e-Bikes and support and encourage a provision to allow Class 1 only. Pedal assist extends the riding opportunity for many aging and disabled cyclists. I like to use the term "pedal assist" to describe these bikes. They are not motorized vehicles. **(Hicklin)**

My preference would be a 1 or 2. I think a speed of almost 30 mph on a multiuser trail is too fast. **(Johnson)**

Class 3

Unless we plan to ban all bicycles, I move that we allow "Class 3" e-Bikes. I know that I was not asked for an explanation, however, I want offer my reasoning to anyone interested in knowing. I believe that an e-bike that is mechanically governed to not exceed 28 miles per hour, will be well under the top speed

attained by any strong bicyclist. Therefore, if the question is speed, I think it is futile and frivolous to assign arbitrary classes related to speed. While on the surface, it may appear to have some beneficial consequences, it does not address the issue of non-governance of unassisted pedaling power. So how can we achieve our trail safety concerns without discriminating against a certain segment of class of trail users? **(Leon)**

I'd also add that class 3 may be ok as well with stipulations or rules whereby speed should be reduced when approaching other pedestrians. Likely a re-evaluation every so often to ensure the continued safety of all. **(Silberbauer)**

Too high of speeds in the type 3 for any mixed use trail. If we had a bike specific trail that would be different. **(Johnson)**

NO TO e-BIKES -2:

No e bikes at this point. The greenway is flat, they're not necessary and create a slippery slope of allowing motorized vehicles, something I vehemently oppose. **(Mary)**

I do not think e bikes belong on the path. I see people with small kids and dogs on the path all the time and feel this would be a dangerous addition. Given the gentle grade on the Greenway, and access to several other roads that parallel it. I'm against allowing Ebikes on it as it seems unnecessary. **(Molly)**

If they were allowed, I'd opt for the lowest level Class One. **(Mitchell)**

Note: Discussions among PBGAC members were not allowed in this email poll and all responses were directed to Liz Watkins only, given to the Director and included as an attachment in the July 2020 Parks and Recreation Board Book.

**FAUQUIER COUNTY PARKS & RECREATION BOARD MEETING
JULY 15, 2020**

6:30 P.M. REGULAR MEETING

**WARRENTON COMMUNITY CENTER
430 East Shirley Avenue, Warrenton, VA**

AGENDA ITEM

Agenda Item VI.D.

HONORALE TRIBUTES PROCEDURE

BACKGROUND The purpose of the Honorable Tributes procedure* is to establish a process to recognize individuals, families, organizations, businesses, and/or other groups that request recognition from the Department for having provided benefit(s) to parks and/or recreation in Fauquier County but have not met Hall of Honor criteria or who do not qualify for naming or plaque requests.

Tribute requests are open to residents or non-residents.

The Hall of Honor Committee shall administer the business and affairs of Honorable Tribute nomination applications to include selection and recognition of resident or non-residents and/or other groups.

All selected nominations will be posted to the Department's website in perpetuity.

**FINANCIAL
IMPACT**

Staff time to load documents on to the website

RECOMMENDATION

It is recommended that the Board approve the Honorable Tributes Procedure

Attachment:

Honorable Tributes Procedure
Honorable Tributes Nomination Form

FAUQUIER COUNTY PARKS & RECREATION
PROCEDURE

TITLE: Honorable Tributes

FILE #: N 30

DATE PROPOSED: 07/15/20

DATE APPROVED/REVISED: 07/15/20

PURPOSE: *Establishment of a process to recognize individuals, families, organizations, businesses, and/or other groups that request recognition from the Department for having provided benefit(s) to parks and/or recreation in Fauquier County but have not met Hall of Honor criteria.*

- A. *The Hall of Honor Committee (the Committee) shall administer the business and affairs of Tribute nomination applications to include selection and recognition of resident or non-residents and/or other groups.*

Procedures

1. *Nominations – The Committee will accept all requests for recognition. All requests are to be submitted using the Honorable Tribute nomination form available online or upon request at Fauquier County Parks & Recreation offices.*
 - a. *Criteria for Selection*
 1. *All nominees must be of good character and reputation.*
 2. *The nominee must have made important contributions, development, advancement or improvement towards parks and/or recreation in the county that enhanced either the Department or Fauquier County Residents.*
 - b. *Required Materials*
 1. *Summary of nominee’s accomplishments, contributions and/or efforts in relation to the criteria. Include:*
 - i. *What the nominee did and who benefitted*
 - ii. *Duration of work/service performed*
 - iii. *What area of the county benefitted*
 - iv. *Who the nominee was affiliated with at the time*
 2. *Nominee’s bio or background, in brief, to relate to the tribute request*
 3. *Documentation to support criteria and nomination, such as:*
 - i. *Awards for contributions*
 - ii. *Newspaper article acknowledgement(s)*
 - iii. *Website URL where contributions are mentioned*
 - iv. *Character references (at least 2)*
 - v. *Picture of nominee and/or related picture of facility, team, or sport the nominee helped build/create.*
 - c. *Types of nominees may include, but are not limited to, organizations and individuals (Fauquier County residents or non-residents).*
 - d. *Timetable - Nominations may be received any time. Nominations must be delivered to the attention of the Parks & Recreation Administrative Associate who will forward the nomination to the Director and Hall of Honor Committee. Selection will be considered in a closed session of the Committee. All nominations will remain*

confidential. All nominees, regardless of selection, will be notified by letter from the Committee Chairman.

- e. Posting resident or non-resident Honorable Tributes – All selected nominations will be posted to the Department’s website in perpetuity.
 - 1. The nomination form and all supporting documentation will be forwarded to the Programming/Marketing/Communications Superintendent (by the Administrative Associate for posting on the Departmental website under the Recognition/Honorable Tribute section.**



FAUQUIER COUNTY HONORABLE TRIBUTE

Nomination Form

Date of application _____

NOMINEE INFORMATION

Name _____
First *Middle Initial* *Last*

Organization (if applicable) _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Email address _____

What Parks & Recreation contribution(s) is the nominee best known for (include separate page if needed)?

CRITERIA FOR INCLUSION ON P&R WEBSITE

1. All nominees must be of good character and reputation.
2. The nominee must have made important contributions, development, advancement or improvement towards the mission of Fauquier County Parks & Recreation that enhanced either the Department or residents of Fauquier County.

REQUIRED MATERIALS: (Please attach to each nomination)

- Summary of nominee's accomplishments, contributions and/or efforts in relation to the criteria. Include duration of work/service performed, what area in the county benefitted, who the nominee was affiliated with at the time, what nominee did and who benefitted.
- Nominee's Bio or background, in brief, to relate to the tribute request.
- Documentation to support criteria and nomination, such as awards for contributions, newspaper article acknowledgement(s), websites where contributions are mentioned,

character references (at least 2), picture of nominee and/or related picture of facility, team, or sport the nominee helped build/create.

Please list below those items you would like returned from list above.

NOMINATOR'S INFORMATION

Name _____
First Middle Initial Last

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Email _____

Relationship to Nominee _____

I certify that I understand the guidelines and criteria for inclusion to the Fauquier County Parks & Recreation Tribute and the information I have included in the nomination application is accurate and truthful.

Signature _____ Date _____

Please submit nomination forms to:
Fauquier County Parks & Recreation
Parks and Recreation Tribute Request
320 Hospital Drive, Suite 6
Warrenton, VA 20186
Attn: Liz Watkins
or liz.watkins@fauquiercounty.gov

Only those nominations made on the official form, including all required material, will be accepted.

All nomination support documentation requested to be returned will be returned after the selection process to the nominator.

Fauquier County Parks and Recreation Department Monthly Facility, Program, Service Totals
Update as of March 30, 2020 (FY20)

Central Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		Mar Total Facility Users	FYTD Total Facility Users	FY19 Mar Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
W.C.C. (Indoor)			4	98	98	3,816	979	10,673
Warrenton Branch Greenway ²	1,686				1,686	38,704	6,858	38,091
Caboose ^{8 & 10}		0			0	175	0	479
White's Mill ^{2&10}	2				2	1,368	216	1,619
LFCC Connector ^{2&10}	61				61	2,280	295	2,243
Woods at Warrenton ²								
Whippoorwill ²	583				583	4,976	419	3,513
Silver Cup ²	2,648				2,648	5,312	0	1,433
Rady Park ²	4,130				4,130	23,876	184	13,903
Jamison Farm Trail ²	2,146				2,146	8,144	910	6,330
Riverside Preserve Entrance ⁵	2,295				2,295	9,683		
Sub Total		0	4	98	13,649	98,334	9,861	78,284

Eastern Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		Mar Total Facility Users	FYTD Total Facility Users	FY19 Mar Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
VHVGCC (Indoor) ³	2,231		1	12	2,231	35,014	4,805	37,090
VHFS Pk. ^{6&10}	124				124	13,301	2,118	13,907
Pools (Active Net data)	0		0	0	0	10,066	0	9,481
VH Theater on the Green			12	720	720	8,885	1,530	6,880
Brookside ²	2,075				2,075	9,760	1,475	10,752
Sub Total		0	13	732	5,150	77,026	9,928	78,110

Northern Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		Mar Total Facility Users	FYTD Total Facility Users	FY19 Mar Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
M.C.C. (Indoor)		1,213	38	561	1,213	23,061	3,592	28,187
NFCP ⁶	23,885		0	0	23,885	172,689	17,322	119,410
School House #18 ⁷								
Upperville Park ⁶	1,740		0	0	1,740	12,522	1,140	10,948
Sub Total		1,213	38	561	26,838	208,272	22,054	158,545

Southern Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		Mar Total Facility Users	FYTD Total Facility Users	FY19 Mar Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
Crockett Park ⁵	18,879		0	0	18,879	90,264	11,871	94,281
John Marshall Birthplace Pk ¹	280				280	1,350	145	1,575
Monroe Park (Indoor) ⁴	333				333	4,874	453	7,155
Monroe Park (Outdoor) ⁵	2,721		0	0	2,721	11,931	2,100	16,243
Riverton ²	965				965	4,500	706	5,027
Disc Golf ¹	354				354	2,213	275	944
Cedar Lee SRTS ²	1,399				1,399	7,300		
Faller SRTS ²	1,540				1,540	7,626		
Sub Total		0	0	0	26,138	125,184	15,097	118,070

Grand Totals	0	1,213	55	1,391	71,775	508,816	56,940	433,009
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NOTES:

- ¹JMBP is a pedestrian counter. DataNet calculation divides by 2 to account for pedestrians entering and exiting a single entrance.
- ²WBG, White's Mill, LFCC, Woods at Warrenton, Whippoorwill, Silver Cup, Rady Pk, Jameson, Brookside and Riverton are pedestrian counters. DataNet calculation for pedestrians entering these facilities uses a standard of 1 as it counts each person.
- ³VHVGCC (indoor) is a pedestrian counter. DataNet calculation uses a standard of one and divides by two to account for people entering and exiting a single entrance.
- ⁴Monroe Pk indoor is an infrared pedestrian counter which counts visitors entering and exiting the same door. Manager calculation divides by 2 the count taken from the counter to account for pedestrians entering and exiting a single entrance. Indoor counts are not included in subtotals because they are already included in outdoor counts.
- ⁵Monroe Park and CMCP outdoor counts the cars coming in as they enter the park. DataNet calculation uses a standard of 3 person per car.
- ⁶NFCP, Upperville & VHFS Pk. are car counters. DataNet calculation multiplies using the standard of 3 per car then divides by 2 to account for cars entering and exiting a single entrance.
- ⁷School House #18 only counts monthly rentals and programs held. People counts are conducted quarterly.
- ⁸Manual counts provided by Friends of the Caboose April - October
- ⁹Value of volunteer hour per Independent Sector equals \$25.43
- ¹⁰Data collection error; No data available on certain times/dates.

Data reflects all indoor facility closures during the Covid 19 situation on March 14.

Programs with Registration Fee							
	# Offered	# Held	Success %	FY20 Mar # Participants	FY20 TD	FY19 Mar # Participants	FY19 TD
Departmentwide	36	3	8%	13	2,242	277	2,334
Year to Date Totals	476	289	61%		2,242		2,334

Special Events							
	# Offered	# Held	Success %	FY20 Mar # Participants	FY20 TD	FY19 Mar # Participants	FY19 TD
Departmentwide	0	0	0%	0	8,308	69	8,459
Year to Date Totals	387	248	64%		8,308		8,459

Free Programs/Activities							
	# Offered	# Held	Success %	FY20 Mar # Participants	FY20TD	FY19 Mar # Participants	FY19 TD
Departmentwide	1	1	100%	6	2,142	46	1,409
Year to Date Totals	91	87	96%		2,142		1,409

Services							
			FY20 Mar # Equip Rentals	FY20 TD		FY19 Mar # Rentals	FY19 TD
Departmentwide			7	953		85	1,366

7 - VHCC

Creative Use of Resources									
	# Donated Items	\$ Donated	Total \$ Donated YTD	Grant \$	Total Grant \$ YTD	CDI Hours	Volunteer Hours	Trustee Hours	Total Hours
Programming & Promotions	0	\$0	\$10,024	\$0	\$0	0	0	0	0
Maint/Ops JL	0	\$0	\$14,040	\$0	\$0	15	0	0	15
Maint/Ops TS	0	\$0	\$649,347	\$0	\$0	0	0	0	0
Projects MH	0	\$0	\$3,594	\$0	\$0	0	0	0	0
Monthly Totals	0	\$0		\$0		15	0	0	15
Year to Date Totals	59		\$677,005		\$0	226	688	0	913

⁹Value of all CDI, Volunteer & Trustee hours YTD \$23,218

TOTAL VALUE OF CREATIVE RESOURCES YTD \$700,222

Fauquier County Parks and Recreation Department Monthly Facility, Program, Service Totals
Update as of April 30, 2020 (FY20)

Central Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		Apr Total Facility Users	FYTD Total Facility Users	FY19 Apr Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
W.C.C. (Indoor)			0	0	0	3,816	903	11,576
Warrenton Branch Greenway ²	5,579				5,579	44,283	8,155	46,246
Caboose ⁸		0			0	175	43	522
White's Mill ^{2 & 10}	27				27	1,395	281	1,900
LFCC Connector ^{2 & 10}	133				133	2,413	372	2,615
Woods at Warrenton ²								
Whippoorwill ²	1,306				1,306	6,282	670	4,183
Silver Cup ²	772				772	6,084	358	1,791
Rady Park ²	5,173				5,173	29,049	184	14,087
Jamison Farm Trail ²	3,101				3,101	11,245	1,385	7,715
Riverside Preserve Entrance ⁵	2,897				2,897	12,580		
Sub Total		0	0	0	18,988	117,322	12,351	90,635

Eastern Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		Apr Total Facility Users	FYTD Total Facility Users	FY19 Apr Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
VHVGCC (Indoor) ³	327		0	0	327	35,341	3,856	40,946
VHFS Pk. ^{6 & 10}	0				0	13,301	2,077	15,984
Pools (Active Net data)	0		0	0	0	10,066	0	9,481
VH Theater on the Green			0	0	0	8,885	340	7,220
Brookside ²	3,034				3,034	12,794	1,872	12,624
Sub Total		0	0	0	3,361	80,387	8,145	86,255

Northern Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		Apr Total Facility Users	FYTD Total Facility Users	FY19 Apr Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
M.C.C. (Indoor)		0	0	0	0	23,061	3,126	31,313
NFCP ⁶	23,879		0	0	23,879	196,568	21,658	141,068
School House #18 ⁷			0	0				
Upperville Park ^{6 & 10}	1,121		0	0	1,121	13,643	1,764	12,712
Sub Total		0	0	0	25,000	233,272	26,548	185,093

Southern Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		Apr Total Facility Users	FYTD Total Facility Users	FY19 Apr Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
Crockett Park ⁵	21,726		0	0	21,726	111,990	19,884	114,165
John Marshall Birthplace Pk1	339				339	1,689	273	1,848
Monroe Park (Indoor) ⁴	0				0	4,874	1,424	8,579
Monroe Park (Outdoor) ⁵	2,502		0	0	2,502	14,433	3,324	19,567
Riverton ²	1,640				1,640	6,140	896	5,923
Disc Golf ¹	720				720	2,933	326	1,270
Cedar Lee SRTS ²	2,010				2,010	9,310		
Faller SRTS ²	1,795				1,795	9,421		
Sub Total		0	0	0	30,732	155,916	24,703	142,773

Grand Totals	0	0	0	0	78,081	586,897	71,747	504,756
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NOTES:

- ¹JMBP is a pedestrian counter. DataNet calculation divides by 2 to account for pedestrians entering and exiting a single entrance.
- ²WBG, White's Mill, LFCC, Woods at Warrenton, Whippoorwill, Silver Cup, Rady Pk, Jameson, Brookside and Riverton are pedestrian counters. DataNet calculation for pedestrians entering these facilities uses a standard of 1 as it counts each person.
- ³VHVGCC (indoor) is a pedestrian counter. DataNet calculation uses a standard of one and divides by two to account for people entering and exiting a single entrance.
- ⁴Monroe Pk indoor is an infrared pedestrian counter which counts visitors entering and exiting the same door. Manager calculation divides by 2 the count taken from the counter to account for pedestrians entering and exiting a single entrance. Indoor counts are not included in subtotals because they are already included in outdoor counts.
- ⁵Monroe Park and CMCP outdoor counts the cars coming in as they enter the park. DataNet calculation uses a standard of 3 person per car.
- ⁶NFCP, Upperville & VHFS Pk. are car counters. DataNet calculation multiplies using the standard of 3 per car then divides by 2 to account for cars entering and exiting a single entrance.
- ⁷School House #18 only counts monthly rentals and programs held. People counts are conducted quarterly.
- ⁸Manual counts provided by Friends of the Caboose April - October
- ⁹Value of volunteer hour per Independent Sector equals \$25.43
- ¹⁰Data collection error; No data available on certain times/dates.

Programs with Registration Fee							
	# Offered	# Held	Success %	FY20 Apr # Participants	FY20 TD	FY19 Apr # Participants	FY19 TD
Departmentwide	0	0	0%	0	8,308	486	2,820
Year to Date Totals	476	289	61%		8,308		2,820

Special Events							
	# Offered	# Held	Success %	FY20 Apr # Participants	FY20 TD	FY19 Apr # Participants	FY19 TD
Departmentwide	0	0	0%	0	8,308	856	9,315
Year to Date Totals	387	248	64%		8,308		9,315

Free Programs/Activities							
	# Offered	# Held	Success %	FY19 Apr # Participants	FY20 TD	FY19 Apr # Participants	FY19 TD
Departmentwide	0	0	0%	0	2,142	184	1,539
Year to Date Totals	91	87	96%		2,142		1,539

Services							
			FY20 Apr # Equip Rentals	FY20 TD		FY19 Apr # Rentals	FY19 TD
Departmentwide			0	953		276	1,642

Creative Use of Resources									
	# Donated Items	\$ Donated	Total \$ Donated YTD	Grant \$	Total Grant \$ YTD	CDI Hours	Volunteer Hours	Trustee Hours	Total Hours
Programming & Promotions	0	\$0	\$10,024	\$0	\$0	0	0	0	0
Maint/Ops JL	0	\$0	\$14,040	\$0	\$0	0	0	0	0
Maint/Ops TS	0	\$0	\$649,347	\$0	\$0	0	0	0	0
Projects MH	0	\$0	\$3,594	\$0	\$0	0	0	0	0
Monthly Totals	0	\$0		\$0		0	0	0	0
Year to Date Totals	59		\$677,005		\$0	226	688	0	914

⁹Value of all CDI, Volunteer & Trustee hours YTD \$23,230

TOTAL VALUE OF CREATIVE RESOURCES YTD \$700,235

Fauquier County Parks and Recreation Department Monthly Facility, Program, Service Totals
 Update as of May 31, 2020 (FY20)

Central Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		May Total Facility Users	FYTD Total Facility Users	FY19 May Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
W.C.C. (Indoor)			0	0	0	3,816	921	12,497
Warrenton Branch Greenway ²	5,667				5,667	49,950	6,945	53,191
Caboose ⁸		0			0	175	0	522
White's Mill ²	304				304	1,699	379	2,279
LFCC Connector ²	456				456	2,869	326	2,941
Woods at Warrenton ²								
Whippoorwill ²	846				846	7,128	759	4,942
Silver Cup ²	1,100				1,100	7,184	507	2,298
Rady Park ²	4,693				4,693	33,742	5,420	19,507
Jamison Farm Trail ²	2,418				2,418	13,663	1,304	9,019
Riverside Preserve Entrance	3,569				3,569	16,149	4,958	95,593
Sub Total		0	0	0	19,053	136,375	21,519	202,789

Eastern Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		May Total Facility Users	FYTD Total Facility Users	FY19 May Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
VHVGCC (Indoor) ³	287				287	35,628	4,256	45,202
VHFS Pk. ⁶	2,509				2,509	15,810	1,804	17,788
Pools (Active Net data)					0	10,066	1,593	11,074
VH Theater on the Green					0	8,885	1,650	8,870
Brookside ²	3,101				3,101	15,895	2,008	14,632
Sub Total		0	0	0	5,897	86,284	11,311	97,566

Northern Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		May Total Facility Users	FYTD Total Facility Users	FY19 May Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
M.C.C. (Indoor)					0	23,061	3,252	34,565
NFCP ⁶	32,029				32,029	228,597	23,829	164,897
School House #18 ⁷								
Upperville Park ⁶	1,696				1,696	15,339	1,797	14,509
Sub Total		0	0	0	33,725	266,997	28,878	213,971

Southern Region Facility Totals								
	Facility Users	Facility Users (Physical Count)	Not Included in Physical Count		May Total Facility Users	FYTD Total Facility Users	FY19 May Total Facility Users	FY19 Total Facility Users
			# Rentals	Persons				
Crockett Park ⁵	36,036				36,036	148,026	20,949	135,114
John Marshall Birthplace Pk1	146				146	1,835	181	2,029
Monroe Park (Indoor) ⁴					0	4,874	1,314	8,579
Monroe Park (Outdoor) ⁵	2,904				2,904	17,337	2,811	22,378
Riverton ²	1,393				1,393	7,533	346	6,269
Disc Golf ¹	2,155				2,155	5,088	690	1,960
Cedar Lee SRTS ²	2,266				2,266	11,576	956	956
Faller SRTS ²	2,376				2,376	11,797	1,929	1,929
Sub Total		0	0	0	47,276	203,192	27,862	170,635

Grand Totals	0	0	0	0	105,951	692,848	89,570	684,961
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NOTES:

- ¹JMBP is a pedestrian counter. DataNet calculation divides by 2 to account for pedestrians entering and exiting a single entrance.
- ²WBG, White's Mill, LFCC, Woods at Warrenton, Whippoorwill, Silver Cup, Rady Pk, Jameson, Brookside and Riverton are pedestrian counters. DataNet calculation for pedestrians entering these facilities uses a standard of 1 as it counts each person.
- ³VHVGCC (indoor) is a pedestrian counter. DataNet calculation uses a standard of one and divides by two to account for people entering and exiting a single entrance.
- ⁴Monroe Pk indoor is an infrared pedestrian counter which counts visitors entering and exiting the same door. Manager calculation divides by 2 the count taken from the counter to account for pedestrians entering and exiting a single entrance. Indoor counts are not included in subtotals because they are already included in outdoor counts.
- ⁵Monroe Park and CMCP outdoor counts the cars coming in as they enter the park. DataNet calculation uses a standard of 3 person per car.
- ⁶NFCP, Upperville & VHFS Pk. are car counters. DataNet calculation multiplies using the standard of 3 per car then divides by 2 to account for cars entering and exiting a single entrance.
- ⁷School House #18 only counts monthly rentals and programs held. People counts are conducted quarterly.
- ⁸Manual counts provided by Friends of the Caboose Mayil - October
- ⁹Value of volunteer hour per Independent Sector equals \$25.43
- ¹⁰Data collection error; No data available on certain times/dates.

Programs with Registration Fee							
	# Offered	# Held	Success %	FY20 May # Participants	FY20 TD	FY19 May # Participants	FY19 TD
Departmentwide	0	0	0%	0	8,308	403	3,223
Year to Date Totals	476	289	61%		8,308		3,223

Special Events							
	# Offered	# Held	Success %	FY20 May # Participants	FY20 TD	FY19 May # Participants	FY19 TD
Departmentwide	0	0	0%	0	8,308	1,628	10,798
Year to Date Totals	387	248	64%		8,308		10,798

Free Programs/Activities							
	# Offered	# Held	Success %	FY20 May # Participants	FY20 TD	FY19 May # Participants	FY19 TD
Departmentwide	0	0	0%	0	2,142	249	1,842
Year to Date Totals	91	87	96%		2,142		1,842

Services							
			FY20 May # Equip Rentals	FY20 TD		FY19 May # Rentals	FY19 TD
Departmentwide			465	1,418		477	2,119

Creative Use of Resources									
	# Donated Items	\$ Donated	Total \$ Donated YTD	Grant \$	Total Grant \$ YTD	CDI Hours	Volunteer Hours	Trustee Hours	Total Hours
Programming & Promotions	0	\$250	\$10,274	\$0	\$0	0	0	0	0
Maint/Ops JL	0	\$0	\$14,040	\$0	\$0	0	27	0	27
Maint/Ops TS	0	\$0	\$649,347	\$0	\$0	0	0	0	0
Projects MH	0	\$0	\$3,594	\$0	\$0	0	0	0	0
Monthly Totals	0	\$250		\$0		0	27	0	27
Year to Date Totals	59		\$677,255		\$0	226	715	0	941

⁹Value of all CDI, Volunteer & Trustee hours YTD **\$23,917**

TOTAL VALUE OF CREATIVE RESOURCES YTD \$701,172



FAUQUIER COUNTY PARKS AND RECREATION

Community Development Plans Reviewed by the Parks & Recreation Department April - June 2020

The Department's comments were submitted to Community Development as noted below:

Name of Memo	Location	Type of Submission	Proposed Action	Magisterial District	Departmental Comments
Nissley Property--Cedar Run Farm	6531 Schoolhouse Rd Bealeton (between Rt. 28 & Remington Road)	Pre-Application-- Special Exception	Residential Rezoning from I-1, R-1 and R-4 to R-4	Cedar Run	No comments
SPARC Research Expansion Project	7915-77-5430-000	Pre-Application-- Major Site Plan	Major Site Plan	Scott	No comments
Falcon Ridge	4431 Broad Run Church Rd.	Pre-Application	Construction of a 10 lot residential subdivision	Scott	Are there plans to provide a sidewalk or trail so school children would have an option to walk or bike to school?
Nathan's Dairy Bar at Vint Hill Village	7915-65-5274-000 / 6862 Johnson Dr Warrenton, VA 20187	Minor Site Plan	Minor Site Plan	Scott	no comments
17/66 Cul-De-Sac	6979-27-7269-000, 6979-27-2284-000, 6979-36-3830-000, 6979-27-6131-000	New Infrastructure Plan	Construct Cul De Sac to service additional parcels.	Marshall	Previous comments satisfactorily addressed
Fox Haven Subdivision, Phase I	6889-74-2503-000, 6889-54-9297-000 / 6594 Catlett Road Bealeton, VA 22712	New Construction Plan	Construction Plan	Lee	Previous comments satisfactorily addressed
Sterling Valley Subdivision	7904-38-9985-000, 7904-28-4409-000 / 7442 Mt Sterling Farm Rd Warrenton, VA 20187, 7483 Elmores Ln Warrenton, VA 20187	Pre-App-- Construction Plan/1st submission	Construction Plan	Cedar Run	Connections Plan shows a trail along Dumfries Rd (Rt 605)
Avenir Properties, LLC	Located along Union Church Road and South River Road (Route 632)	Pre-Application site plan	Subdivide the 28,5480-acre parcel into six (6) lots and one (1) residue with associated grading, utilities and stormwater management facilities.	Lee	no comments

Frederickson Property	Located off Balls Mill Road (Route 663), Midland, and Cedar Run Magisterial District.	Pre-app Special exemption	Waiver of the public street requirement for one new lot and allow it and the residue parcel to have frontage and access from an existing unnamed private street.	Cedar Run	no comments
Rider Industrial Park Lot 3	6981-32-6367-000 9705 Rider Way, Opal	Major Site Plan	Construct two industrial multi unit buildings, 7,200 SF and 3,600 SF, with associated parking and storage.	Cedar Run	No comments
Arby's Mintbrook	6899-18-3742-000 / 10633 Bowers Run Dr Bealeton, VA 22712	Pre- app/site plan	Code of Development Site Plan	Lee	Previously proposed 10ft asphalt trail is on the plans
Calverton Storage & Parking	7911-74-1815-000 / 4236 Catlett Rd Midland, VA 22728	Major Site Plan	Catlett Calverton Waste Water Collection and Treatment System	Cedar Run	No comments
Rider Industrial Park Lot 7	9705 Rider Way, Opal	Major Site Plan	Construction of a 4,000 SF multi tenant building with associated parking and storage.	Cedar Run	No comments
Schoolhouse Manor-	6531 Schoolhouse Rd.	Residential rezoning/new	Residential Rezoning from I-1, R-1 and R-4 to R-4.	Lee	Applicant is proposing a trail system throughout the development and a trail along Schoolhouse Rd. They will also provide a crosswalk to connect to the Cedar Lee Middle School Trail. We are recommending all proffer dollars to Parks & Recreation go towards a bridge crossing of Bowen's Run. This would connect Fox Meade subdivision and Cedar Lee Middle School.
Hilton Home2 Suites at Mintbrook	Wolcott St. & Hall St. (northwest of intersection of Rt. 17 and Rt. 28)	Site Plan/Code of Development	Code of Development Site Plan	Lee	Comments related to trees in the parking lot

Falcon Ridge	4431 Broad Run Church Rd.	Construction Plan	Construction of a 10 lot residential subdivision	Scott	Agree with the trail waiver that the proposed trail in the Connections plan for Broad Run Church should be on the opposite side of the road where C. Hunter Ritchie Elementary School is.
Windsor Court	8209 Leighton Forest Rd. Warrenton (behind Home Depot)	Construction Plan	Subdivide the parcel into four into 2-3 acre single-family detached lots and one residential of approx. 40 acres	Marshall	The plan shows a slightly different alignment through the Alwington Farms Property than the layers show on the original connections plan (GIS layer which is on the map). However, the segment of the trail that comes off Leighton Forest Rd., and connects near the elementary school seems to be about the same and still travels through the top left corner of the 'remainder parcel'.
Mill Run Business Park	in New Baltimore on Telephone Road,	Site Plan / Major -1st submission	Construct a total of 5 gravel lots w/improvements & parking	Scott	No comments
Uxbridge Holdings, LLC	8721 Meetze Rd	Site Plan / Major	Proposed greenhouse on 191 acres	Cedar Run	No comments
Foster Forge School	6016 Lee Hwy	Pre-app/Special exception	Seeks a Category 5 Special Exception to allow a Primary School.	Scott	No comments

