



Office of the Town Manager  
Stephanie Miller

#### Warrenton Town Council

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Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

# STAFF REPORT

<b>Council Meeting Date:</b>	January 13, 2026
<b>Agenda Title:</b>	Warrenton Sports Complex-Fields MOU
<b>Requested Action:</b>	For informational purposes and discuss possible future MOU options
<b>Department / Agency Lead:</b>	Parks and Recreation
<b>Staff Lead:</b>	Kelly Koernig

## EXECUTIVE SUMMARY

The Athey Fields at the Warrenton Sports Complex were developed through a partnership between the Town of Warrenton and the Warrenton Fields Association (WFA), with the goal of expanding access to high-quality athletic facilities for local youth sports. Operational responsibility later transitioned to the Northern Piedmont Sports Club (NPSC), which currently manages programming and field maintenance.

The existing Memorandum of Understanding (MOU), effective January 31, 2007 for a 20-year term, is scheduled to expire on January 31, 2027. As the agreement approaches expiration, Town staff recommend that the Town and NPSC evaluate the current operating model and consider revisions that better reflect present-day community needs, financial impacts, scheduling coordination, and Parks and Recreation service delivery goals.

This report provides background information on the current arrangement, operational responsibilities, and known costs, and outlines potential options for Town Council discussion regarding the future management structure for the Athey Fields and associated amenities.

## BACKGROUND

The Athey Fields at the Warrenton Sports Complex, located on Town-owned property conveyed to the Town in June 2003, were developed through a partnership between the Town of Warrenton and the Warrenton Fields Association (WFA). WFA was formed in 2006 to support the development and maintenance of high-quality athletic fields for local youth sports.

A Memorandum of Understanding (MOU) between the Town and WFA became effective on January 27, 2007, with a term of twenty (20) years. In 2017, a revised draft MOU was prepared but was not formally executed. Following several organizational changes within WFA, the Northern Piedmont Sports Club (NPSC) assumed operational and programming responsibilities for the Athey Fields. NPSC continues to serve as a primary provider of youth and community sports programming in the region.

Based on the original agreement term, the MOU is scheduled to expire on January 27, 2027. In advance of this expiration date, the Town and NPSC will need to work collaboratively to evaluate the current operating model and determine an appropriate long-term approach to scheduling, maintenance responsibilities, public access, and use of the fields. As the agreement approaches expiration, this review provides an opportunity to modernize the structure of the partnership to better reflect current operational needs, community expectations, and Parks and Recreation service delivery goals.

Per the original agreement WFA covered all costs associated with developing, managing and maintaining the fields. Additionally, the following costs are currently associated with the field maintenance and upkeep:

1. Annual Landscaping-\$67,200  
(Note: The contractor has indicated that this amount is expected to increase dramatically in February 2027.)
2. Field Refurbishment (Summer 2025)-\$9,900
3. Annual Field Painting-\$25,000
4. General Maintenance Supplies-\$2,000

NPSC has 1.5 FTEs associated with field maintenance and scheduling. They also rely on volunteers for pre-season setup, post-season clean up, and support during tournament operations.

In addition to the MOU for the fields, the Town and WYSC (now part of NPSC) entered into an agreement for the sand volleyball courts in July 2015, exact date is not noted on signed agreement. This agreement referenced the 2006 field agreement as a subsidiary agreement; however, Town records reflect that the primary MOU was executed on January 31, 2007, making the basis for the 2006 reference unclear. The volleyball agreement specifies that the initial term was one year, after which it would renew for three-year terms unless either party provides written notice to terminate; however, there do not appear to be any additional signed agreements related to the volleyball courts.

Per this agreement, WYSC covered all costs associated with constructing the courts and maintenance of the courts. At some point, the sand volleyball court proposal transitioned to rubber surface material. Based on their financial records, costs currently associated with the courts include the following:

1. Initial volleyball court surface-\$90,629.91
2. Initial concrete for volleyball court-\$111,691
3. Annual Maintenance-\$2,000
4. Solar Lights installation (2020)-\$2,080
5. Handicap Ramp installation (2020)-\$1,900
6. Repairs to concrete footers (2025)-\$7,000
7. Repairs for patio (2025)-\$500

NPSC has .75 FTEs associated with volleyball court maintenance and scheduling.

## **STAFF RECOMMENDATION**

This item is presented for informational purposes and for Town Council discussion regarding potential options for the future management and operation of the Athey Fields and associated amenities. Possible approaches include, but not limited to:

1. Renew current MOU with NPSC with minor changes and shorter term of agreement (ie 1-2 years)
2. Modify current MOU with NPSC to include structural revisions such as town managed scheduling and shorter term of agreement (i.e. 3-5 years)
3. Modify current MOU with NPSC with structural revisions, shorter term of agreement and fee associated with lease.
4. Transition full operation responsibility to the Town to include maintenance, operations and scheduling. This will have a budgetary impact to both parks and recreation revenue and expenditures. Further analysis and stakeholder engagement would be required to refine these estimates and evaluate service impacts.

- a. Potential Revenue:

- i. Field Use Fees-\$36,000-Field Use Fees (Utilizing a rate of \$15/hour/field for the recommended 340 hours of playing time per field per year)

- ii. Field Sponsorships-\$14,000 (\$2000/year/field)
    - TOTAL: \$50,000
  - b. Estimated Expenditures:
    - i. Field Maintenance-increase \$115,000
    - ii. FT Staff-increase \$70,000
    - iii. Purchasing-increase \$45,000 (first year \$42,000 for goals)
    - TOTAL: \$227,000
  - c. Cost Recovery: 22%
5. Renew MOU with NPSC for an additional 20 years permitting further investments in the fields and courts to include artificial turf and new volleyball court surface.

### **Service Level/Collaborative Impact**

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The Athey Fields represent a key component of the Town's overall Parks and Recreation service delivery, supporting youth sports participation, volunteer engagement, regional partnerships, and community health and wellness. The current operating structure with NPSC has allowed the Town to provide broad access to well-maintained athletic facilities with limited direct financial or staffing investment. Under the current structure, scheduling and field utilization are managed primarily by NPSC, with the Town playing a limited administrative role in day-to-day field operations.

As the MOU approaches expiration, potential adjustments to the operating model may affect community access, program delivery, responsiveness to user requests, and the balance of Town- and club-delivered programming. Any future changes to scheduling or maintenance roles would be intended to enhance clarity, coordination, and alignment with Parks and Recreation objectives; however, they may also require additional Town staffing and resources. NPSC is an important community provider of youth sports programming, and continued collaboration will support shared goals related to participation, access, and volunteer engagement.

This evaluation process provides an opportunity to strengthen collaboration, clarify roles and expectations, and ensure that the use of the fields reflects Town priorities, supports equitable community access, and maintains high-quality service standards. Staff will continue to work cooperatively with NPSC to identify a mutually beneficial approach that balances operating efficiency, fiscal responsibility, and community benefit.

### **Policy Direction/Warrenton Plan 2040**

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CF-1: Serve as the central inviting public service center for Town and County residents with a proportionate share of community services provided by other governments, including a fair and reasonable balance in funding sources for community facilities.

CF-1.1: Foster high quality, equitable and accessible community facilities that meet the Town's service requirements and support a high quality of life for the community.

CF-1.3: Ensure that community facilities are accessible to persons in all stages of life and all abilities.

CF-1.5: Encourage the use of community facilities and grounds for community events and public functions.

CF-1.6: Provide efficient, right sized community facilities that meet identified levels of service.

CF-5.1: Implement robust maintenance schedules on community facilities to extend the life of investments.

P-2.1: Provide a dynamic system of safe, interconnected spaces for a variety of public uses that promote healthy, active, recreational activities in spaces throughout the Town. These spaces will reflect the culture, ecology and natural environment of Warrenton.

P-3 All Town residents will have the opportunity to access its recreational assets and natural resources, including public spaces and recreational amenities.

## **Fiscal Impact**

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The fiscal impact associated with Athey Fields is primarily related to maintenance, operations, and any potential revenue generated through field use. Under the current MOU, NPSC covers costs associated with field upkeep, including annual landscaping (\$67,200), field painting (\$25,000), general maintenance supplies (\$2,000), and personnel resources. Additional refurbishment projects and capital improvements, such as summer 2025 landscaping (\$9,900), are also funded by NPSC.

If the Town were to assume greater responsibility for field operations, scheduling, or maintenance, there would likely be an associated increase in expenditures, including:

- Field maintenance: +\$115,000
  - Full-time staff: +\$70,000
  - Purchasing/supplies: +\$45,000
- Total potential expenditures: \$227,000

Potential revenue opportunities for the Town include:

- Field use fees: \$36,000
  - Field sponsorships: \$14,000
- Total potential revenue: \$50,000

Under this scenario, the estimated cost recovery rate would be approximately 22%. These figures are preliminary and would require further analysis to refine assumptions related to use levels, staffing needs and fee structures. Modifications to the MOU that involve the Town managing scheduling or implementing a lease fee may result in different fiscal outcomes depending on the final structure.

## **Legal Impact**

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The original MOU is set to expire on January 31, 2027, requiring a formal review and potential renewal or modification to ensure continued compliance with Town policy and applicable legal requirements. Any revisions to operational responsibilities, scheduling authority, or fee structures need to be documented through a legally binding MOU to clearly define the roles, responsibilities, and obligations of the Town and NPSC. The subsidiary agreement for the volleyball courts should also be reviewed in conjunction with primary field agreement to confirm consistency in terms of use, maintenance responsibilities, and duration. Coordination of the two agreements will help ensure clarity in implementation and long-term operational direction.

## **ATTACHMENTS**

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1. Original 2007 MOU
2. Subsidiary MOU for Volleyball Courts
3. Draft 2017 MOU
4. Spring 2025 Field Layout



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ATTORNEYS AT LAW

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OF COUNSEL  
RICHARD W. GROUX, JR.

February 8, 2007

VIA HAND-DELIVERY

Kenneth McLawhon  
Town Manager  
18 Court Street  
Warrenton, VA 20186

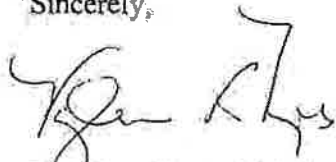
Re: Agreement between Town of Warrenton and Warrenton Fields  
Association, Inc.

Dear Mr. McLawhon:

Enclosed please find the Memorandum of Understanding between the Town of Warrenton and the Warrenton Fields Association. Also enclosed is a copy of the Commercial Property and Commercial General Liability Insurance information for the Warrenton Fields Association.

It has been a pleasure working with you.

Sincerely,



Vaughan Myers, Esquire

Cc: Jim Koehr  
John Schlenker

**MEMORANDUM  
OF UNDERSTANDING  
of the  
Warrenton Fields Association**

**Town of Warrenton, Virginia  
for Development & Management  
of Athey Fields at  
Warrenton Sports Complex**

Rev. 6.5  
January 31, 2007

## Executive Summary

The Warrenton Fields Association (WFA) is a community youth sports coalition, applying for not-for-profit status, formed to coordinate the activities of youth sports organizations and community service organizations in Fauquier County for the furtherance and betterment of recreational opportunities for the youth and citizens of the County. WFA was formed in 2006 in recognition of the opportunity to assist the Town of Warrenton, specifically as it relates to the Athey Fields at the Warrenton Sports Complex, relative to the development of the fields, their maintenance and scheduling. Providing this critical asset will provide a direct benefit to the Town of Warrenton (the "Town") and its citizens by allowing community and county sports and recreational organizations to foster a safe, competitive and attractive venue for hosting local, regional and state-level sporting events. This can be accomplished by laser grading the fields, providing an irrigation system, planting Riviera Bermuda Grass turf, and facilitating ongoing maintenance and scheduling of these fields.

This Memorandum of Understanding ("MOU") addresses multiple areas of mutual concern to WFA Members, the leaders of the Town of Warrenton, and the community in general:

1. Creating and maintaining premium-quality fields for youth and adult recreational opportunities—a critical element in helping our sports organizations have a safe and competitive venue.
2. Delivering fields in a timely basis for the community.
3. Ensuring access for all citizens.
4. Educating citizens that such facilities require financial resources, and creating a structure and framework that accommodates situations when those in need can use the fields for a reduced fee rate, or for free.
5. Providing scheduling services for all interested users.
6. Maintaining fields on an ongoing basis.

## Overall Plan

The Town will provide access to the athletic fields, defined as five full-sized rectangular athletic fields and two small-sized rectangular athletic fields at the Athey Fields complex for WFA programs. This access will be in the form of a lease according to the stipulations stated below for a period of 20 years. In exchange, WFA will develop, manage, and maintain these fields in the complex over the same time period.

WFA will absorb the following costs associated with the construction of these seven fields.

- Professional laser grading of fields
- Planting of rye grass in the summer of 2006
- Planting of high quality Riviera Bermuda Grass in late Spring 2007 to replace the rye grass
- Soccer and Lacrosse clubs will provide goals and nets



It is essential that proper capacity to water these fields, in order to establish and maintain quality turf, is available.

- The Town has the responsibility of providing water to the fields unless the Warrenton Reservoir is below 441.5 foot elevation.
- The Town anticipates developing a lake that will ensure adequate water supply for irrigating the fields.
- If a lake is not available, the Town will provide access to town water via a fire hydrant or other non-potable water system at no cost to WFA.
- WFA will pay for a pump station located in the lake or grey water from Town's Waste Water Treatment Plant. The lake, if completed, may be considered the main water source used for irrigation of the fields on an ongoing basis.

WFA will be responsible for:

- Scheduling all activities on the fields for the duration of this agreement.
- Maintenance of fields (mowing, seeding, aerating, fertilizing, and watering) for the duration of this agreement. WFA will be responsible for maintaining the areas where we plant the Bermuda turf fields, as well as the common area surrounding fields. Maintenance will not include any other facilities, access points, pathways, parking areas, or border areas of the complex, subject to paragraph \_\_ below.

## **WFA Responsibilities and Field Scheduling**

- WFA will have priority use of the fields for WFA programs and activities. First priority will be given to Founding Members. Second priority will be given to "Friends" of WFA. There is no fee to become a "Friend" of WFA.
- WFA understands the importance of making the facilities at the Warrenton Sports Complex available to the general public and all Warrenton-area residents and organizations. The general public will be invited to attend our semi-annual scheduling meetings.
- Even though WFA will have priority use of the fields, WFA will actively make these fields available to other groups when they are not needed by WFA members.
- WFA will create a website to help WFA teams and outside clubs and individuals reserve fields and maintain a posted calendar of field activities. Organizations other than WFA and Friends of WFA may be able to make field scheduling requests through this website.
- WFA will be responsible for and will have full authority over maintaining the schedule of all fields, ensuring access to all WFA member and non-member groups under the guidelines stated herein. Semi-annual WFA scheduling meetings will be held at least two weeks prior to the Fauquier County Parks and Recreation's scheduling conflict meetings.
- WFA's phone number and information directing the public on the procedure for scheduling a field will be posted at a central location at Athey Fields.
- WFA will be responsible for maintenance of common areas west of the creek.
- Fields will be open to the general public when not previously reserved, except when they are closed due to inclement weather.
- Field closing authority shall reside with WFA on a day to day basis not to exceed three days in a row. After three consecutive days in which the fields are closed, unless due to an inclement weather issue, the Town's Park Director will be notified and the continued closing will be only with the Director's concurrence. In the event of inclement weather, WFA has full authority to keep the fields closed.



## Town of Warrenton Responsibilities

- The Town will install a gate at the gateway to the fields to help reduce field damage from unauthorized use (when fields are closed for inclement weather) or financial risk from vandals.
- The Town will not charge for water or sewer services.
- The Town will maintain all common areas east of the creek.
- The Town will collect trash from the designated trash collection point, as determined by the Town. The WFA will have responsibility to get all trash from around the fields to that trash collection point
- The Town will maintain the black top pathway around the fields as well as any other facilities or amenities that the Town may see fit to install.
- The Town will make a good faith effort to install and maintain restroom facilities within two years of the commencement of the town's next budget cycle following signing a lease with WFA. These facilities will be open to the general public and athletic field users. Until permanent facilities are installed, the Town may provide portable facilities. The Town would pay all fees associated with the portable facilities.

## Usage Fees

- WFA will be permitted to charge a reasonable usage fee to use the fields. This fee will be the same fee for all Town and County users based on the annual maintenance budget. The WFA board will determine if non-Town, non-County users will be charged a different rate. The fees will help to offset the cost of field development and ongoing maintenance. The usage fee may be waived on a case-by-case basis for organizations that have financial challenges or for one-time events serving the community at large with no financial gain to the sponsoring organization.
- Families / citizens (as opposed to organizations or clubs) using the fields under any reserved arrangement will not be required to pay a fee to enter the complex for field activities. They will be expected to pay all other fees for usage of the pool and other facilities

## Miscellaneous Provisions

- If the Town constructs a concession stand, it will lease it annually to the WFA for a nominal fee, designed to cover the Town's utility costs in operating the concession stand.
- Founding members of WFA may be permitted to construct and maintain sheds for service equipment storage. The location, size, design, and construction material must be pre-approved by the Town and WFA. The storage facility may be used for flags, nets, goals, field lining paint and other such equipment.
- Field name and/or number and sponsor signs may be posted at each playing field. The design of these signs will be consistent throughout. A permanent large billboard sign that identifies the founding and associate organizations plus sponsors and field location map may be centrally located. The Town will have signage approval authority prior to any sign installation.



- WFA members will be permitted to display banners at games and events on a temporary basis (seven days or less). Individual club banners displayed on a permanent basis must be approved by 80% of the WFA Board in accordance with the previous paragraph. The Town will establish sign templates with approved guidelines. The individual Club member's signs will be allowed if they are in conformity with the approved guidelines.
- WFA members will provide a Certificate of Insurance, with the Town of Warrenton named as additional insured, with the minimums below. Organized non-WFA member groups reserving space will be required to provide the same, with both Town of Warrenton and WFA named as additional insured parties:
  1. Comprehensive General Liability with bodily injury limits of \$1,000,000 per occurrence and property damage liability with limits of \$250,000 per occurrence.
  2. Automobile liability combined single limits of \$1,000,000.
  3. Vandalism liability coverage.
- WFA will carry vandalism insurance coverage for protection against vandalism by the general public. Damages caused by other users will be the responsibility of the club, organization, or individual that reserved the field. WFA will be responsible for routine maintenance of the fields, damage caused by WFA member-sponsored events, and normal wear and tear.
- This MOU will be assignable only with Town approval, which approval shall not be unreasonably withheld.

## APPENDIX I, WFA GOVERNANCE

### Mission Statement

The Warrenton Fields Association (WFA) will develop, manage and maintain the athletic fields at the Warrenton Sports Complex in order to provide a safe environment for Fauquier County residents to participate in athletic activities.

### Founding Members

In order to qualify as a founding member of WFA, an organization must contribute at least \$5,000 to the development of the Athey Fields at the Warrenton Town Sports Complex. A commitment in writing was given to WFA by June 6, 2006, from organizations wishing to become Founding Members of WFA. Actual investment dollars must be received within one week of the Town of Warrenton's approval of the lease agreement with WFA. Founding Members will be responsible for creating the WFA in accordance to the framework set forth in this memorandum of understanding. Founding Members will be given field usage priority at the Warrenton Town Sports Complex in proportion to their initial investment in the development of these fields.

WFA contacted all the athletic groups and many community based organizations directly regarding the opportunity to join WFA. WFA gave public notice by running an announcement in the Fauquier Times Democrat.

### The following clubs have met the notification requirement for joining WFA:

Fauquier Youth Lacrosse League (FYLL) - \$10,000 commitment  
 Fauquier County Soccer Club (FCSC) - \$70,000 commitment  
 Warrenton Youth Soccer Club (WYSC) - \$70,000 commitment



### **Friends of WFA**

Friends of WFA are organizations that find value in being associated with the fields at the Warrenton Sports Complex and support WFA's mission of providing quality, safe, athletic fields to the citizens of the Town of Warrenton and Fauquier County. "Friends" are not eligible to hold Board seats, participate in the creation of WFA's By-Laws or have field priority time. However, "Friends" will be able to enjoy the same "member" rates as Founding Members for using the fields. Founding Members are encouraged to make a strong effort to accommodate limited scheduling requests from these organizations. There is no fee for becoming a Friend of WFA. New "Friends" can apply for membership at the two annual meetings.

### **The following organizations have notified WFA of their desire to be "Friends":**

Fauquier Boys and Girls Club  
 Piedmont Futsal Soccer Club  
 Fauquier Girls Softball  
 Fauquier Hospital Foundation  
 St. John's CYO Softball  
 TORCH Home School Group – St. John's Catholic Church  
 FAITH Home School Group  
 REACH Home School Group  
 LIFE Home School Group  
 UNITY Home School Group  
 Warrenton Rugby Association

### **Field Usage**

WFA recognizes the Town's requirement for open access to these fields. Although priority usage will be given to sports clubs based on capital expenditure and membership classification, fields will be available to all Warrenton / Fauquier Groups during non league seasons on a space available basis.

### **Field Liaison**

The Secretary of Warrenton Fields Association, Inc. will serve as liaison to the Town's Park Director, Fauquier County Parks and Recreation and to youth athletic associations in Fauquier County.

### **Field Priority**

It is strongly encouraged that organizations work together to satisfy the needs of all members, but in absence of a separate agreement, the following allocation will control field usage allocation priority.





## Schedule of Field Priority Based on Initial Investment

### Fall Season

Organization	Initial \$ Investment	Priority Field Usage Time	Saturday Hours	Sunday Hours	Weekday Hours
FYLL	10,000	0%	0	0	0
FCSC	70,000	43%	30	18	9
WYSC	70,000	43%	30	18	9
General Public		14%	10	6	3
Total	150,000	100%	70	42	21

### Spring Season

Organization	Initial \$ Investment	Priority Field Usage Time	Saturday Hours	Sunday Hours	Weekday Hours
FYLL	10,000	13%	8	4	2
FCSC	70,000	43%	30	18	9
WYSC	70,000	43%	30	18	9
General Public		1%	2	2	1
Total	150,000	100%	70	42	21

### Priority hours - Assumptions

Saturday – 10 hours per field

Sunday – 6 hours per field

Weekdays – 3 hours per night per field

11 weeks in the spring and 11 weeks in the fall

7 Athletic Fields

FCSC and WYSC will each have three fields for both the fall and spring seasons. Unless the two clubs agree otherwise, they will rotate field usage on an annual basis. FYLL will not need a field for the fall season. Since Lacrosse is a one season sport, they will double their field usage for the spring season.

### Opportunity to Purchase more "Field Priority"

WFA recognizes the importance of developing the Athey Fields as soon as possible

Since all potential members may not have the financial strength or the current need to contribute equal funds, organizations that would like to contribute more, at a later date, will have an opportunity to do so.

Since, FYLL is the only member, out of the three Founding Members, that contributed less than a one third share; they will be given an opportunity to double their field priority time on July 3, 2011. If they opt to double their field priority time, they must give FCSC and WYSC \$5,000 each, plus interest (CPI as published by the Bureau of Labor Statistics) compounded annually. FCSC and WYSC would reduce their share of field priority time equally in response to FYLL increasing their investment.





### **Scheduling Meetings**

WFA will invite all members ("Founding" and "Friends") and the general public to its semi-annual scheduling meetings. The meetings will occur at least two (2) weeks prior to the Fauquier County Parks and Recreation scheduling meetings. Potential new "Friends" need to apply at either of these two meetings.

### **Maintenance Fee**

On a semi-annual basis, the Treasurer of WFA will calculate a budget for maintenance and administration. The treasurer will set hourly rental fees based on total expected expenses divided by field priority hours as determined at the Scheduling Meeting. The order of priority usage is as follows: founding member, friend, other. The hourly fee must be sufficient to cover the entire cost for maintenance and administration. A separate non-member fee will be created for organizations that do not belong to WFA. The non member fee will be \$10 more per hour than the "member rate".

Founding Members are responsible for paying WFA the field maintenance hourly fee, regardless of whether the fields are actually used. If a club has scheduled that time, regardless of whether it was used and regardless of the reason it was not used, it will be responsible for paying this fee. The club is free to let another organization use the fields and is free to charge that organization the same hourly fee, but the WFA member listed on the schedule is the organization ultimately responsible for paying the maintenance fee to WFA. Failure to pay the maintenance fee in a timely manner will result in forfeiture of an equal amount of priority field time scheduled during the next season. For example, if Club A does not pay the hourly rental fee for the fall season, it will forfeit field priority time for the following spring season. Monthly invoices will be sent to members. Payment terms for all members are net, 30 based on the invoice date. A second reminder, and a 10 day grace period, will be given before a club risks forfeiture of field time. If a club is unable to pay the maintenance fee after 90 days of receiving a maintenance invoice, they will be forced to sell their share of "priority time" to the remaining members in proportion to the original percentage of ownership.

An annual field preventive maintenance program will be implemented. Annual field maintenance is anticipated to occur each summer. During annual field maintenance, except in cases of inclement weather or other Town and WFA approved authorized closures, at least two playing fields will remain open on a rotating basis for scheduled use by WFA, Friends of WFA, and non-member groups."

### **WFA Reserves**

WFA must maintain reserves of at least 50% of the annual estimated maintenance expense. In order for WFA to be a healthy organization, it must have adequate reserves.

### **Minimum Quality Standard**

WFA requires the following minimum standard:

- Laser graded fields
- Riviera Bermuda turf (first year will plant rye)
- Annual maintenance plan that will cover all field maintenance (seeding, aerating, mowing, watering and feeding of turf).



## **Initial Expenditure**

- Development of five (5) rectangular athletic fields with minimum dimensions of 110 yards x 70 yards and two (2) small rectangular athletic field with dimensions of 70 yards x 45 yards using the minimum quality standards stated above.
- Maintenance plan for the first three months of the first growing season is included.
- WFA will also be required to provide proper signage at the fields that shows the schedule and includes important contact information.
- Five sets of three level bleachers.
- Creation of WFA web site that lists all members, mission, by-laws, registration fees, contact information and schedules.
- Legal and professional fees associated with the start up of WFA.
- \$20,000 of reserves will be included as part of the initial contribution level from participating organizations.
- The initial estimate of expenses is \$150,000. However, this amount may increase or decrease based on final pricing of the above line items. If the cost exceeds \$150,000, the WFA Board will decide whether to require increased funding from its members or to take cost cutting measures. Cost cutting measures can not include sacrificing the minimum quality standards stated in this MOU. If the initial cost is less than \$150,000, the difference will be used as reserves.

## **Additional Equipment**

Individual clubs will be responsible for providing goals or other equipment unique to their sport.

## **Board of Directors**

- FYLL – 1 director
- FCSC – 3 directors
- WYSC – 3 directors

## **Officers of the Board**

- Chairman
- Vice Chairman and Treasurer
- Secretary

If the percentage of priority time changes in the future, the board seats will change as well. However, no club is permitted to have more than 50% of the seats. A club contributing at least \$10,000 will receive one board seat. A club will receive one board seat for every \$20,000 of funds contributed to develop the Athey fields. No club is permitted to hold more than 3 board seats.

The Board of Directors elects the officers of the Board for one year terms. No single club can have more than one officer of the Board of Directors, unless, at some later date, there are fewer than three founding member clubs. As long as the three current original founding members keep their percentage of funding, the FYLL will always be the secretary. FCSC and WYSC will rotate, in alternate years, the other two officer positions. FCSC will be chairman in "even" years and WYSC will be chairman in "odd" years.



### **WFA Administrator**

A paid administrator will be responsible for coordinating schedules, responding to requests from members, the public and the Town of Warrenton, taking minutes at meetings, maintaining and updating the web site and bulletin board at the Athey Fields, invoicing members and other duties as determined by the WFA Board. The WFA administrator must be approved unanimously by the Board.

### **Annual Report**

The WFA chairman will submit an Annual Report, approved by the WFA Board, to the Warrenton Town Council that summarizes field usage for the previous year within 45 days after year end. WFA will also provide an annual Balance Sheet and Income Statement to the Town Council upon request.

### **Changing By-Laws**

A change to the By-Laws requires a super majority of at least 75% of Board Members.

### **Permanently Selling Field Priority Time**

WFA Members are free to "sell" their field priority time to other founding members. If this is done, the remaining organizations would be given an equal chance to purchase priority field time from the selling organization. The Board seats from the "selling" club would transfer as well. The first opportunity to purchase the additional field priority time is given to the Founding Members. If they are not interested in increasing their field priority time, then the seller may sell their field priority time to a "Friend of WFA".

### **Tournaments and Camps**

Clubs that plan on running camps or tournaments must request field time in advance at the Scheduling Meeting. Priority during official league seasons will be given to regular season games. Priority before the start of a season or after the season will be given to Founding Members that want to run camps or tournaments. For example, if the travel soccer season starts April 1 and lacrosse would like to hold a pre-season tournament in March, lacrosse would be given priority to schedule their tournament. The hourly rates apply regardless of when the tournament or camp occurs.

### **Termination**

The Town of Warrenton and WFA agree that it is their respective intent that this MOU be in place and that both parties agree to make all reasonable efforts to carry out their duties as outlined herein. If either party wants to end this MOU and the working relationship between the parties, they may do so only after the following events have occurred:

1. At least two (2) meetings between the parties has occurred to determine what issues can and should be resolved;
2. If the Town terminates this MOU or the working relationship it establishes, the Town will provide WFA with six months advance notice;
3. If WFA terminates this MOU, WFA will provide the Town with six months advance notice or forfeit any re-imbursement the Town would otherwise provide for expenditures WFA can document;
4. If the Town terminates this MOU or the working relationship it establishes, the Town will reimburse WFA for WFA's capital expenditures as determined by a mutually agreed upon Certified Public Accountant in accordance with generally accepted accounting principles and standard depreciation schedules.



The organization I represent understands and supports this Memorandum of Understanding.

**Founding Members:****Initial Investment**

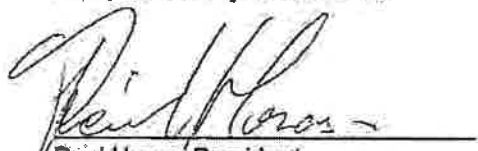
Lori Hudson, Chairman  
Fauquier Youth Lacrosse League

\$10,000



Tim Schulke, President  
Fauquier County Soccer Club

\$70,000

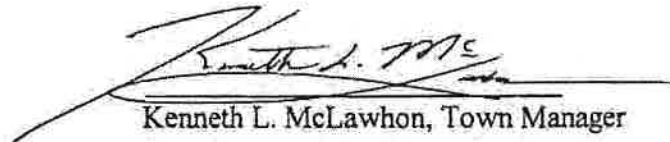


Raul Heras, President  
Warrenton Youth Soccer Club

\$70,000



  
Attest

  
Kenneth L. McLawhon, Town Manager

Approved as to Form:

  
Whitson W. Robinson, Town Attorney



**BY-LAWS  
OF  
WARRENTON FIELDS ASSOCIATION, INC.**

**ARTICLE I -- ORGANIZATION**

1. **Name.** The name of the organization shall be WARRENTON FIELDS ASSOCIATION, INC.
2. **Fiscal Year.** The fiscal year of the organization shall begin on the first day of January and end on the last day of December in each year.

**ARTICLE II -- PURPOSE**

This organization has been organized for the following purpose:

The corporation is organized as a qualified amateur sports organization exclusively to foster national or international sports competition, and primarily to support and develop amateur athletes for national or international competition in sports within the meaning of, and as an exempt organization under, section 501(c)(3) of the Internal Revenue Code.

**ARTICLE III -- MEMBERSHIP**

Membership in this organization is comprised of the following two membership categories each of which is initially comprised of the listed organizations:

1. **FOUNDING MEMBERS** are those organizations that cooperated to establish and fund the Warrenton Fields Association, Inc. This membership category is fixed. No new members are eligible for this status.
  - A. Fauquier Youth Lacrosse League ("FYLL")
  - B. Fauquier County Soccer Club ("FCSC")
  - C. Warrenton Youth Soccer Club ("WYSC")
2. **ASSOCIATED MEMBERS** are those organizations that support the establishment and operation of the Warrenton Fields Association, Inc. and have asked to be admitted to membership. This membership category is open to new members.

**ARTICLE IV -- VOTING**

Founding Member organizations shall be the only members allowed to vote, hold office, or board seats in WARRENTON FIELDS ASSOCIATION, INC.

Associated Member organizations will enjoy the member rates equal to those of Founding Members for the use of the organization's facilities.

#### ARTICLE IV – MEETINGS

1. Annual Meeting.

The annual membership meeting of this organization shall be held on the \_\_\_ day of \_\_\_\_\_ each and every year except if such day is a legal holiday, in which case, the Board of Directors shall fix the day not more than two weeks from the date fixed by these By-Laws.

The Secretary shall mail a notice, to each member in good standing at its address as it appears in the membership roll book of the organization, telling the time and place of such annual meeting.

2. Special Meetings.

Special Meetings of this organization may be called by any two founding organizations on thirty (30) days written notice to all members. Only business within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

No other business than that specified in the notice may be transacted at such special meeting.

#### ARTICLE V – MANAGEMENT

The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened in accordance with these bylaws or by its chairman after due notice to all the directors of such meeting.

#### ARTICLE VI – BOARD OF DIRECTORS

1. Only Founding Members are eligible for seats on the Board of Directors. There shall be seven (7) seats on the Board of Directors of the organization. FYLL shall have one board seat; FCSC and WYSC shall have three seats each on the Board of Directors. The directors of the organization shall be appointed by their respective organizations pursuant to that organization's bylaws and shall serve one year terms to commence on January 1<sup>st</sup> each year.
2. In the event that a Founding Member dissolves, its board seat(s) shall be distributed or eliminated, as follows:



- a. If the dissolving Founding Member is FYLL, its board seat will be eliminated.
  - b. If the dissolving Founding Member is FCSC or WYSC, then the remaining soccer club will receive two additional seats on the Board of Directors and FYLL will receive one additional seat.
3. In the event that Founding Members merger their organizations the number of Board Members shall remain at seven as allocated at number one above based on the original Founding Members as though no merger had occurred.
  4. Vacancies on the Board of Directors shall be filled by the founding organization from which the vacancy occurred and the designee shall serve for the balance of the then current year.
  5. The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.
  6. Sixty-six (66%) percent of the members of the Board of Directors shall constitute a quorum .
  7. Each director shall have one vote .. An act of the Board of Directors, except as otherwise required by these By-Laws, requires a majority vote of the board members present at a regular, or duly called, meeting.
  8. The Board of Directors shall elect the officers of the organization for one year terms. ,
  9. A director may be removed by action of the Board of Directors when sufficient cause exists for such removal.

#### ARTICLE VII – OFFICERS

1. Number. There shall be three officers of the organization – a President/Chairman of the Board, Vice Chairman/Treasurer, and a Secretary. No founding organization shall occupy more than one officer position at any given time.
2. Chairman of the Board/President. The President shall preside at all membership meetings. He shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each annual meeting of the organization an annual report of the work of the organization. He shall appoint all committees, temporary or permanent. He shall see all books, reports and certificates required by law are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the organization.
3. Vice Chairman. The Vice Chairman shall in the event of the absence or inability of the President/Chairman to exercise his office become acting president



of the organization with all the rights, privileges and powers as if he had been the duly elected president.

4. Secretary. The Secretary shall keep the minutes and records of the organization in appropriate books. It shall be his duty to file any certificate required by any statute, federal or state. He shall give and serve all notices to members of the organization. He shall be the official custodian of the records of this organization. He may be one of the officers required to sign the checks and drafts of the organization. He shall present to the membership at any meetings any communication addressed to him as Secretary of the organization. He shall submit to the Board of Directors any communications which shall be addressed to him as Secretary of the organization. He shall attend to all correspondence of the organization and shall exercise all duties incident to the office of secretary. He shall coordinate with all other Fauquier County youth athletic organizations for field scheduling.
5. Treasurer. The Treasurer shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization. He must be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it. He shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting. He shall exercise all duties incident to the office of Treasurer.
6. Salaries. No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the organization for duties other than as director or officer.

#### ARTICLE VIII – SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary for the conduct of the business of the organization.

#### ARTICLE IX – DISPUTE RESOLUTION

Where disputes among the founding members of the organization arise and/or decisions of the Board of Directors are appealed, the members will submit the dispute to binding mediation by the Piedmont Dispute Resolution Center, Warrenton, Virginia, its successors or assigns.

#### ARTICLE X – DISSOLUTION

In the event of dissolution of the corporation, to the extent possible under the Federal and State rules applicable to non-profit corporations, assets shall be distributed to the Town of Warrenton for a public purpose. Any assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction in Fauquier County to such eligible organization or organizations which said Court shall determine is organized and operated exclusively for such purposes.

#### ARTICLE XI – AMENDING THE BYLAWS

These By-Laws may be amended by a super-majority of seventy-five (75%) percent vote of the Board of Directors at a meeting of the Board specifically called for that purpose.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

## NOTICE

All notices and other communications under this Agreement shall be in writing to the address set forth below:


1. If to the organization:

Attention: Jim Koehr, Secretary

Address: P.O. Box 1247  
Warrenton, VA 20188

2. If to a member, the address set forth for that Member on Exhibit A hereto.
3. Such notices and other communications shall be deemed effective (a) if sent by United States Postal Service, first class, postage pre-paid, certified or registered, return-receipt requested, and addressed in accordance herewith; or (b) if sent by any other method, upon actual receipt thereof by the party to receive such notice or other communication.

Adopted this 23<sup>rd</sup> day of January, 2007, by:

  
FAUQUIER YOUTH LACROSSE LEAGUE ("FYLL")  
Its: President

  
FAUQUIER COUNTY SOCCER CLUB ("FCSC")  
Its: President

  
WARRENTON YOUTH SOCCER CLUB ("WYSC")  
Its: President

EXHIBIT A

MEMBER'S ADDRESSES:

FAUQUIER YOUTH LACROSSE LEAGUE  
PO Box 3439  
Warrenton, Virginia 20188

FAUQUIER COUNTY SOCCER CLUB  
PO Box 3351  
Warrenton, Virginia 20188

WARRENTON YOUTH SOCCER CLUB  
PO Box 3134  
Warrenton, Virginia 20188

## **AMENDMENT TO THE BY-LAWS OF THE WARRENTON FIELDS ASSOCIATION**

THE BYLAWS OF THE WARRENTON FIELDS ASSOCIATION are hereby amended and entered into as of April 16, 2009 by and among WARRENTON FIELDS ASSOCIATION, INC, a Virginia Corporation (the "Association"), FAUQUIER COUNTY SOCCER CLUB ("FCSC"), WARRENTON YOUTH SOCCER CLUB ("WYSC"), and FAUQUIER YOUTH LACROSSE LEAGUE ("FCYLL") (each individually, a "FOUNDING MEMBER", and collectively, the "FOUNDING MEMBERS")

**Amendment to Article III – Membership, Section 1** – Replace this section in its entirety with the following:

1. FOUNDING MEMBERS, originally intended as those organizations that cooperated to establish and fund the Warrenton Fields Association, Inc, will be now be limited to the following two members:

- A. Fauquier County Soccer Club ("FCSC")
- B. Warrenton Youth Soccer Club ("WYSC")

This membership category remains fixed, and no additional members are eligible for this status.

The two remaining FOUNDING MEMBERS, FCSC and WYSC, have refunded in the initial contribution made by the Fauquier County Youth Lacrosse League ("FCYLL"), with an equal share coming from each.

**Amendment to Article VI – Board of Directors, Sections 1 through 4** – Replace these sections in their entirety with the following:

1. There shall be seven (7) seats on the Board of Directors of the organization:
  - A. Fauquier County Soccer Club ("FCSC") shall have three seats
  - B. Warrenton Youth Soccer Club ("WYSC") shall have three seats
  - C. The final board seat will be filled by an At-Large member appointed jointly by the two founding members

The board members from the two FOUNDING MEMBERS shall be appointed by their respective organizations pursuant to that organization's bylaws and shall serve one year terms to commence on January 1<sup>st</sup> each year.

The At-Large Member shall be appointed by majority of vote of six (6) other board members and shall serve one year terms to commence on January 31<sup>st</sup> each year.

Should the six (6) new board members each year are unable to identify an At-Large Member able to receive a majority of the votes, the At-Large Member from

the previous year will be automatically appointed until a replacement is found that gets a majority vote.

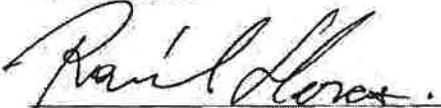
2. In the event that a FOUNDING MEMBER dissolves, both the three (3) board seats of the dissolving FOUNDING MEMBER and the At-Large Seat shall immediately revert to the remaining FOUNDING MEMBER.
3. In the event that the FOUNDING MEMBERS merger their organizations, the number of board seats shall remain at seven (7) with all seven (7) being immediately reappointed by the new merged organization. The At-Large Seat will be eliminated.
4. Vacancies on the Board of Directors shall be filled by the FOUNDING MEMBER from which the vacancy occurred, or by a majority vote of the FOUNDING MEMBERS if the vacancy occurs in the At-Large Seat.

**Amendment to Article VII – Officers, Section 1 – Replace this section in their entirety with the following:**

1. There shall be three officers of the organization – a President/Chairman of the Board, Vice Chairman/Treasurer, and a Secretary.

WARRENTON FIELDS ASSOCIATION, INC.

By:   
FAUQUIER COUNTY SOCCER CLUB ("FCSC")  
Its: President

  
WARRENTON YOUTH SOCCER CLUB ("WYSC")  
Its: President

  
FAUQUIER COUNTY LACROSSE LEAGUE ("FCYL")  
Its: President

### **Debt Cancellation Agreement**

As of April 16, 2009, Fauquier County Youth Lacrosse League does hereby affirm that it is FCYLL as stated on the list of liabilities for Fauquier County Soccer Club. Further, FCSC hereby releases FCYLL from the debt and/or liabilities owed by FCYLL to FCSC in the amount of \$5,000. The debt is satisfied in full.

Fauquier County Soccer Club



By: Tim Schulke, President

Fauquier County Youth Lacrosse League



By:

## **Memorandum of Understanding**

**Between  
The Town of Warrenton, Virginia  
and  
The Warrenton Fields Association**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Town of Warrenton and the Warrenton Fields Association (WFA) regarding the management and maintenance of the athletic fields located on a portion of 65.45 acres of real property owned by the Town located at 800 Waterloo Road, Parcel ID: 6974-64-6885-000 and recorded in Fauquier County Deed Book 1035 and Page 2041.

### **Background**

This MOU shall replace the MOU executed by the Town and the WFA on January 31, 2007. It is appended for reference.

### **Purpose**

The continued partnership between the Town and the WFA is mutually beneficial for the ongoing maintenance, operation, scheduling, improvement and preservation of the athletic fields. Improvements in facilities and operational conditions have changed since the execution of the first MOU in 2007. This MOU takes these changes into consideration and accordingly updates the respective partnership responsibilities.

### **Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from the Town and WFA. This MOU shall become effective upon signature by the authorized officials from the Town and WFA and will remain in effect for a term of ten (10) years, or until modified or terminated by any one of the partners by mutual consent. At the end of the term, the Warrenton Fields Association has the first right of refusal on the option to renew for up to two additional five (5) year terms under the same conditions delineated in this MOU.

### **Executive Summary**

The Warrenton Fields Association (WFA) is a community youth sports coalition, with 501(c)(3) not-for-profit status, formed to coordinate the activities of youth sports organizations and community-service organizations in Fauquier County for the furtherance and betterment of recreational opportunities for the youth and citizens of the County. WFA was formed in 2006 in recognition of the opportunity to assist the Town of Warrenton, specifically as it relates to the



Athey Fields at the Warrenton Sports Complex, relative to the development of the fields, their maintenance and scheduling. Providing this critical asset provides a direct benefit to the Town of Warrenton (the “Town”) and its citizens by allowing community and county sports and recreational organizations to foster a safe, competitive and attractive venue for hosting local, regional and state-level sporting events. This has been accomplished by laser grading the fields, planting ggrass turf, and facilitating ongoing maintenance and scheduling of these fields.

This Memorandum of Understanding (“MOU”) addresses multiple areas of mutual concern to WFA Members, the leaders of the Town of Warrenton, and the community in general.

1. Creating and maintaining premium-quality fields for youth and adult recreational opportunities—a critical element in helping our sports organizations have a safe and competitive venue.
2. Ensuring access for all citizens.
3. Educating citizens that such facilities require financial resources, and creating a structure and framework that accommodates situations when those in need can use the fields for a reduced fee.
4. Providing scheduling services for all interested users.
5. Maintaining fields on an ongoing basis.

### **Plan of Development**

The Town will provide access to the athletic fields, defined as five full-sized rectangular athletic fields and two small-sized rectangular athletic fields at the Athey Fields complex for WFA programs. This access will be in the form of a lease according to the stipulations stated below for a period of 10 years. In exchange, WFA will develop, manage, and maintain these fields in the complex over the same time period.

WFA will absorb the following costs associated with maintenance and improvement of these seven fields.

- Maintain professional laser grading of fields
- Maintenance, over-seeding and replacement of high quality turf
- Soccer clubs will provide goals and nets
- The Town will provide access to town water via a fire hydrant, unless the Warrenton Reservoir is below 441.5 foot elevation. Town water will be metered.
- The WFA will pay for the water used from the existing hydrant at the most current Town commodity rate (\$5.13/1,000 gallons as of January 2016).
- Should, at some future date, the WFA determines that it is practical to install and operate a pump station from the lake, the top four (4) feet of the lake will be available as long as the WFA complies with all terms of the Water Withdrawal Plan and provides all logs and required paperwork monthly to the Parks and Recreation Director.

## **WFA Responsibilities and Field Scheduling**

- WFA will have priority use of the fields for WFA programs and activities. First priority will be given to Founding Members.
- WFA understands the importance of making the facilities at the Warrenton Sports Complex available to the general public and all Warrenton-area residents and organizations. Even though WFA will have priority use of the fields, WFA will make these fields available to other groups when they are not needed by WFA members.
- Fields may be used by the Town of Warrenton for the annual 4<sup>th</sup> of July event on the Friday preceeding the holiday each year. The Town will be responsible for clean up after this event and agrees to repair any damage caused by the event.
- WFA will create a website to help WFA teams and outside clubs and individuals to request permits to reserve fields..
- WFA will be responsible for and will have full authority over maintaining the schedule of all fields, ensuring access to all WFA member and non-member groups under the guidelines stated herein.
- WFA will be responsible for maintenance of common areas immediately around the fields west of the creek. The WFA is not responsible for bush hogging the large hill and the area beyond. (See the Mowing Map in Appendix II)
- WFA has the authority to close fields due to inclement weather. WFA will ensure that notification is posted announcing such closures to any organization scheduled to use the fields during the periods of closure.

WFA is responsible for monitoring the use of the permanent bathrooms during authorized league practices and games to prevent misuse and vandalism. The Town reserves the right to close the bathrooms for misuse or vandalism or periodically for refurbishment and repair, as needed.

## **Town of Warrenton Responsibilities**

- The Town is responsible for cleaning, restocking and maintaining the restroom facility.
- The Town will maintain a gate at the gateway to the fields to help reduce field damage from unauthorized use (when fields are closed for inclement weather) or financial risk from vandals.
- The Town will pay for all current and future utilities except those related to field lighting and water.
- The Town will maintain all common areas east of the creek.
- The Town will collect trash from the designated trash collection point. The WFA will have responsibility to get all trash from around the fields to that trash collection point. The WFA will ensure that all trash is picked up and secured in the trash area after each day of play.

- The Town will maintain the black top pathway around the fields as well as any other facilities or amenities that the Town may see fit to install.
- The Town will be responsible for all roads and parking, and will allow registered athletic field users to use the parking lot..
- The Town will pay any real estate taxes.
- The permanent bathrooms will be open to the general public and athletic field users from March 1<sup>st</sup> through the Hunt Country Classic on the weekend before Thanksgiving. The Town reserves the right to close the bathrooms for misuse or vandalism or periodically for refurbishment and repair, as needed.

### **Usage Fees**

- WFA will be permitted to charge a reasonable usage fee to use the fields. The WFA board will determine if non-Town, non-County users will be charged a different rate. The fees will help to offset the cost of field development and ongoing maintenance. The usage fee may be waived on a case-by-case basis for organizations that have financial challenges or for one-time events serving the community at large with no financial gain to the sponsoring organization.
- Families/citizens (as opposed to organizations or clubs) using the fields under any reserved arrangement will not be required to pay a fee to enter the complex for field activities. Families/citizens, as well as organizations or clubs, will still be required to have a permit from the WFA to use the fields. They will be expected to pay all other fees for usage of the pool and other facilities.

### **Miscellaneous Provisions**

- Founding members of WFA have been permitted to construct and maintain sheds for service equipment storage. Requests for any additional sheds must have location, size, design, and construction material pre-approved by the Town. The storage facilities will be used for flags, nets, goals, field lining paint and other such equipment. Sheds will be maintained in good condition.
- Field name and/or number and sponsor signs have been posted at each playing field. The design of these signs will remain consistent throughout. The Town will have signage approval authority for any additional signage requested. No signs or banners may be posted without prior written (e-mail accepted) approval by the Town.
- WFA members will be permitted to display banners at games and events on a temporary basis (three days or less). The Town will establish sign templates with approved guidelines. The individual Club member's signs will be allowed if they are in conformity with the approved guidelines.
- WFA members will provide a Certificate of Insurance, with the Town of Warrenton named as additional insured, with the minimums below. Organized non-WFA member

groups reserving space will be required to provide the same, with both Town of Warrenton and WFA named as additional insured parties:

1. Comprehensive General Liability with bodily injury limits of \$500,000 per occurrence and property damage liability with limits of \$100,000 per occurrence.
  2. Vandalism liability coverage.
- WFA will carry vandalism insurance coverage for protection against vandalism by the general public. Damages caused by other users will be the responsibility of the club, organization, or individual that reserved the field. WFA will be responsible for routine maintenance of the fields, damage caused by WFA member-sponsored events, and normal wear and tear.
  - The Town agrees to allow temporary lighting for no more than a total of 60 hours from September 1 through the weekend before Thanksgiving and another 60 hours from March 1 through June 15th. This approval is granted to the WFA for Monday – Thursday plus scheduled tournaments.
  - All Food Trucks and Food Vendors must comply with the Town's ordinances and must be approved in advance by the Town.
  - WFA will provide all schedules to the Parks and Recreation Director at least two months in advance of each season.
  - Should the opportunity to develop an artificial turf field become available, terms of maintenance and control of that field will be separately addressed in a supplemental agreement.

## **Termination**

The Town of Warrenton and WFA agree that it is their respective intent that this MOU be in place and that both parties agree to make all reasonable efforts to carry out their duties as outlined herein. If either party wants to end this MOU and the working relationship between the parties, they may do so only after the following events have occurred:

1. At least two (2) meetings between the parties has occurred to determine what issues can and should be resolved;
2. If the Town terminates this MOU or the working relationship it establishes, the Town will provide WFA with six months advance notice;
3. If WFA terminates this MOU, WFA will provide the Town with six months advance notice or forfeit any re-imbursement the Town would otherwise provide for expenditures WFA can document;
4. If the Town terminates this MOU or the working relationship it establishes, the Town will reimburse WFA for WFA's capital expenditures as determined by a mutually agreed upon Certified Public Accountant in accordance with generally accepted accounting principles and standard depreciation schedules.

## Contact Information

Town of Warrenton  
Brannon Godfrey  
Town Manager  
18 Court Street  
Warrenton, Virginia 20186  
Telephone: 540-347-1101  
E-mail: [bgodfrey@warrentonva.gov](mailto:bgodfrey@warrentonva.gov)

Warrenton Fields Association  
James G. Koehr  
PO Box 1247  
Warrenton, VA 20188  
Telephone: 540-379-8328  
E-mail: [jim@koehrfamily.com](mailto:jim@koehrfamily.com)  
\_\_\_\_\_

For the Town of Warrenton:

\_\_\_\_\_ Date:  
Brannon Godfrey  
Town Manager

For the Warrenton Fields Association

\_\_\_\_\_ Date:  
James G. Koehr

## **Appendix I – 2007 Memorandum of Understanding**

**FALLON, MYERS & MARSHALL, LLP**

ATTORNEYS AT LAW

110 MAIN STREET • WARRENTON, VIRGINIA 20186

TELEPHONE: (540) 349-4633 • FACSIMILE: (540) 349-4163 • E-MAIL: [staff@fmmatty.com](mailto:staff@fmmatty.com)

MERLE W. FALLON  
VAUGHAN R. MYERS  
NIKKI L. MARSHALL

\_\_\_\_\_  
OF COUNSEL  
RICHARD W. GROUX, JR.  
\_\_\_\_\_

February 8, 2007

**VIA HAND-DELIVERY**

Kenneth McLawhon  
Town Manager  
18 Court Street  
Warrenton, VA 20186

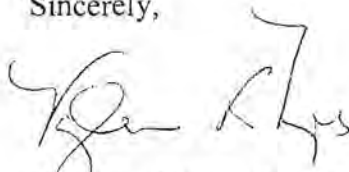
Re: Agreement between Town of Warrenton and Warrenton Fields  
Association, Inc.

Dear Mr. McLawhon:

Enclosed please find the Memorandum of Understanding between the Town of Warrenton and the Warrenton Fields Association. Also enclosed is a copy of the Commercial Property and Commercial General Liability Insurance information for the Warrenton Fields Association.

It has been a pleasure working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Vaughan Myers".

Vaughan Myers, Esquire

Cc: Jim Koehr  
John Schlenker

**MEMORANDUM  
OF UNDERSTANDING  
of the  
Warrenton Fields Association**

**Town of Warrenton, Virginia  
for Development & Management  
of Athey Fields at  
Warrenton Sports Complex**

Rev. 6.5  
January 31, 2007



## Executive Summary

The Warrenton Fields Association (WFA) is a community youth sports coalition, applying for not-for-profit status, formed to coordinate the activities of youth sports organizations and community service organizations in Fauquier County for the furtherance and betterment of recreational opportunities for the youth and citizens of the County. WFA was formed in 2006 in recognition of the opportunity to assist the Town of Warrenton, specifically as it relates to the Athey Fields at the Warrenton Sports Complex, relative to the development of the fields, their maintenance and scheduling. Providing this critical asset will provide a direct benefit to the Town of Warrenton (the "Town") and its citizens by allowing community and county sports and recreational organizations to foster a safe, competitive and attractive venue for hosting local, regional and state-level sporting events. This can be accomplished by laser grading the fields, providing an irrigation system, planting Riviera Bermuda Grass turf, and facilitating ongoing maintenance and scheduling of these fields.

This Memorandum of Understanding ("MOU") addresses multiple areas of mutual concern to WFA Members, the leaders of the Town of Warrenton, and the community in general:

1. Creating and maintaining premium-quality fields for youth and adult recreational opportunities—a critical element in helping our sports organizations have a safe and competitive venue.
2. Delivering fields in a timely basis for the community.
3. Ensuring access for all citizens.
4. Educating citizens that such facilities require financial resources, and creating a structure and framework that accommodates situations when those in need can use the fields for a reduced fee rate, or for free.
5. Providing scheduling services for all interested users.
6. Maintaining fields on an ongoing basis.

## Overall Plan

The Town will provide access to the athletic fields, defined as five full-sized rectangular athletic fields and two small-sized rectangular athletic fields at the Athey Fields complex for WFA programs. This access will be in the form of a lease according to the stipulations stated below for a period of 20 years. In exchange, WFA will develop, manage, and maintain these fields in the complex over the same time period.

WFA will absorb the following costs associated with the construction of these seven fields.

- Professional laser grading of fields
- Planting of rye grass in the summer of 2006
- Planting of high quality Riviera Bermuda Grass in late Spring 2007 to replace the rye grass
- Soccer and Lacrosse clubs will provide goals and nets



It is essential that proper capacity to water these fields, in order to establish and maintain quality turf, is available.

- The Town has the responsibility of providing water to the fields unless the Warrenton Reservoir is below 441.5 foot elevation.
- The Town anticipates developing a lake that will ensure adequate water supply for irrigating the fields.
- If a lake is not available, the Town will provide access to town water via a fire hydrant or other non-potable water system at no cost to WFA.
- WFA will pay for a pump station located in the lake or grey water from Town's Waste Water Treatment Plant. The lake, if completed, may be considered the main water source used for irrigation of the fields on an ongoing basis.

WFA will be responsible for:

- Scheduling all activities on the fields for the duration of this agreement.
- Maintenance of fields (mowing, seeding, aerating, fertilizing, and watering) for the duration of this agreement. WFA will be responsible for maintaining the areas where we plant the Bermuda turf fields, as well as the common area surrounding fields. Maintenance will not include any other facilities, access points, pathways, parking areas, or border areas of the complex, subject to paragraph \_\_ below.

## **WFA Responsibilities and Field Scheduling**

- WFA will have priority use of the fields for WFA programs and activities. First priority will be given to Founding Members. Second priority will be given to "Friends" of WFA. There is no fee to become a "Friend" of WFA.
- WFA understands the importance of making the facilities at the Warrenton Sports Complex available to the general public and all Warrenton-area residents and organizations. The general public will be invited to attend our semi-annual scheduling meetings.
- Even though WFA will have priority use of the fields, WFA will actively make these fields available to other groups when they are not needed by WFA members.
- WFA will create a website to help WFA teams and outside clubs and individuals reserve fields and maintain a posted calendar of field activities. Organizations other than WFA and Friends of WFA may be able to make field scheduling requests through this website.
- WFA will be responsible for and will have full authority over maintaining the schedule of all fields, ensuring access to all WFA member and non-member groups under the guidelines stated herein. Semi-annual WFA scheduling meetings will be held at least two weeks prior to the Fauquier County Parks and Recreation's scheduling conflict meetings.
- WFA's phone number and information directing the public on the procedure for scheduling a field will be posted at a central location at Athey Fields.
- WFA will be responsible for maintenance of common areas west of the creek.
- Fields will be open to the general public when not previously reserved, except when they are closed due to inclement weather.
- Field closing authority shall reside with WFA on a day to day basis not to exceed three days in a row. After three consecutive days in which the fields are closed, unless due to an inclement weather issue, the Town's Park Director will be notified and the continued closing will be only with the Director's concurrence. In the event of inclement weather, WFA has full authority to keep the fields closed.





## Town of Warrenton Responsibilities

- The Town will install a gate at the gateway to the fields to help reduce field damage from unauthorized use (when fields are closed for inclement weather) or financial risk from vandals.
- The Town will not charge for water or sewer services.
- The Town will maintain all common areas east of the creek.
- The Town will collect trash from the designated trash collection point, as determined by the Town. The WFA will have responsibility to get all trash from around the fields to that trash collection point
- The Town will maintain the black top pathway around the fields as well as any other facilities or amenities that the Town may see fit to install.
- The Town will make a good faith effort to install and maintain restroom facilities within two years of the commencement of the town's next budget cycle following signing a lease with WFA. These facilities will be open to the general public and athletic field users. Until permanent facilities are installed, the Town may provide portable facilities. The Town would pay all fees associated with the portable facilities.

## Usage Fees

- WFA will be permitted to charge a reasonable usage fee to use the fields. This fee will be the same fee for all Town and County users based on the annual maintenance budget. The WFA board will determine if non-Town, non-County users will be charged a different rate. The fees will help to offset the cost of field development and ongoing maintenance. The usage fee may be waived on a case-by-case basis for organizations that have financial challenges or for one-time events serving the community at large with no financial gain to the sponsoring organization.
- Families / citizens (as opposed to organizations or clubs) using the fields under any reserved arrangement will not be required to pay a fee to enter the complex for field activities. They will be expected to pay all other fees for usage of the pool and other facilities

## Miscellaneous Provisions

- If the Town constructs a concession stand, it will lease it annually to the WFA for a nominal fee, designed to cover the Town's utility costs in operating the concession stand.
- Founding members of WFA may be permitted to construct and maintain sheds for service equipment storage. The location, size, design, and construction material must be pre-approved by the Town and WFA. The storage facility may be used for flags, nets, goals, field lining paint and other such equipment.
- Field name and/or number and sponsor signs may be posted at each playing field. The design of these signs will be consistent throughout. A permanent large billboard sign that identifies the founding and associate organizations plus sponsors and field location map may be centrally located. The Town will have signage approval authority prior to any sign installation.



- WFA members will be permitted to display banners at games and events on a temporary basis (seven days or less). Individual club banners displayed on a permanent basis must be approved by 80% of the WFA Board in accordance with the previous paragraph. The Town will establish sign templates with approved guidelines. The individual Club member's signs will be allowed if they are in conformity with the approved guidelines.
- WFA members will provide a Certificate of Insurance, with the Town of Warrenton named as additional insured, with the minimums below. Organized non-WFA member groups reserving space will be required to provide the same, with both Town of Warrenton and WFA named as additional insured parties:
  1. Comprehensive General Liability with bodily injury limits of \$1,000,000 per occurrence and property damage liability with limits of \$250,000 per occurrence.
  2. Automobile liability combined single limits of \$1,000,000.
  3. Vandalism liability coverage.
- WFA will carry vandalism insurance coverage for protection against vandalism by the general public. Damages caused by other users will be the responsibility of the club, organization, or individual that reserved the field. WFA will be responsible for routine maintenance of the fields, damage caused by WFA member-sponsored events, and normal wear and tear.
- This MOU will be assignable only with Town approval, which approval shall not be unreasonably withheld.

## APPENDIX I, WFA GOVERNANCE

### Mission Statement

The Warrenton Fields Association (WFA) will develop, manage and maintain the athletic fields at the Warrenton Sports Complex in order to provide a safe environment for Fauquier County residents to participate in athletic activities.

### Founding Members

In order to qualify as a founding member of WFA, an organization must contribute at least \$5,000 to the development of the Athey Fields at the Warrenton Town Sports Complex. A commitment in writing was given to WFA by June 6, 2006, from organizations wishing to become Founding Members of WFA. Actual investment dollars must be received within one week of the Town of Warrenton's approval of the lease agreement with WFA. Founding Members will be responsible for creating the WFA in accordance to the framework set forth in this memorandum of understanding. Founding Members will be given field usage priority at the Warrenton Town Sports Complex in proportion to their initial investment in the development of these fields.

WFA contacted all the athletic groups and many community based organizations directly regarding the opportunity to join WFA. WFA gave public notice by running an announcement in the Fauquier Times Democrat.

### The following clubs have met the notification requirement for joining WFA:

Fauquier Youth Lacrosse League (FYLL) - \$10,000 commitment  
 Fauquier County Soccer Club (FCSC) - \$70,000 commitment  
 Warrenton Youth Soccer Club (WYSC) - \$70,000 commitment



### **Friends of WFA**

Friends of WFA are organizations that find value in being associated with the fields at the Warrenton Sports Complex and support WFA's mission of providing quality, safe, athletic fields to the citizens of the Town of Warrenton and Fauquier County. "Friends" are not eligible to hold Board seats, participate in the creation of WFA's By-Laws or have field priority time. However, "Friends" will be able to enjoy the same "member" rates as Founding Members for using the fields. Founding Members are encouraged to make a strong effort to accommodate limited scheduling requests from these organizations. There is no fee for becoming a Friend of WFA. New "Friends" can apply for membership at the two annual meetings.

### **The following organizations have notified WFA of their desire to be "Friends":**

Fauquier Boys and Girls Club  
 Piedmont Futsal Soccer Club  
 Fauquier Girls Softball  
 Fauquier Hospital Foundation  
 St. John's CYO Softball  
 TORCH Home School Group – St. John's Catholic Church  
 FAITH Home School Group  
 REACH Home School Group  
 LIFE Home School Group  
 UNITY Home School Group  
 Warrenton Rugby Association

### **Field Usage**

WFA recognizes the Town's requirement for open access to these fields. Although priority usage will be given to sports clubs based on capital expenditure and membership classification, fields will be available to all Warrenton / Fauquier Groups during non league seasons on a space available basis.

### **Field Liaison**

The Secretary of Warrenton Fields Association, Inc. will serve as liaison to the Town's Park Director, Fauquier County Parks and Recreation and to youth athletic associations in Fauquier County.

### **Field Priority**

It is strongly encouraged that organizations work together to satisfy the needs of all members, but in absence of a separate agreement, the following allocation will control field usage allocation priority.





## Schedule of Field Priority Based on Initial Investment

### Fall Season

Organization	Initial \$ Investment	Priority Field Usage Time	Saturday Hours	Sunday Hours	Weekday Hours
FYLL	10,000	0%	0	0	0
FCSC	70,000	43%	30	18	9
WYSC	70,000	43%	30	18	9
General Public		14%	10	6	3
Total	150,000	100%	70	42	21

### Spring Season

Organization	Initial \$ Investment	Priority Field Usage Time	Saturday Hours	Sunday Hours	Weekday Hours
FYLL	10,000	13%	8	4	2
FCSC	70,000	43%	30	18	9
WYSC	70,000	43%	30	18	9
General Public		1%	2	2	1
Total	150,000	100%	70	42	21

### Priority hours - Assumptions

Saturday – 10 hours per field

Sunday – 6 hours per field

Weekdays – 3 hours per night per field

11 weeks in the spring and 11 weeks in the fall

7 Athletic Fields

FCSC and WYSC will each have three fields for both the fall and spring seasons. Unless the two clubs agree otherwise, they will rotate field usage on an annual basis. FYLL will not need a field for the fall season. Since Lacrosse is a one season sport, they will double their field usage for the spring season.

### Opportunity to Purchase more "Field Priority"

WFA recognizes the importance of developing the Athey Fields as soon as possible

Since all potential members may not have the financial strength or the current need to contribute equal funds, organizations that would like to contribute more, at a later date, will have an opportunity to do so.

Since, FYLL is the only member, out of the three Founding Members, that contributed less than a one third share; they will be given an opportunity to double their field priority time on July 3, 2011. If they opt to double their field priority time, they must give FCSC and WYSC \$5,000 each, plus interest (CPI as published by the Bureau of Labor Statistics) compounded annually. FCSC and WYSC would reduce their share of field priority time equally in response to FYLL increasing their investment.



### **Scheduling Meetings**

WFA will invite all members ("Founding" and "Friends") and the general public to its semi-annual scheduling meetings. The meetings will occur at least two (2) weeks prior to the Fauquier County Parks and Recreation scheduling meetings. Potential new "Friends" need to apply at either of these two meetings.

### **Maintenance Fee**

On a semi-annual basis, the Treasurer of WFA will calculate a budget for maintenance and administration. The treasurer will set hourly rental fees based on total expected expenses divided by field priority hours as determined at the Scheduling Meeting. The order of priority usage is as follows: founding member, friend, other. The hourly fee must be sufficient to cover the entire cost for maintenance and administration. A separate non-member fee will be created for organizations that do not belong to WFA. The non member fee will be \$10 more per hour than the "member rate".

Founding Members are responsible for paying WFA the field maintenance hourly fee, regardless of whether the fields are actually used. If a club has scheduled that time, regardless of whether it was used and regardless of the reason it was not used, it will be responsible for paying this fee. The club is free to let another organization use the fields and is free to charge that organization the same hourly fee, but the WFA member listed on the schedule is the organization ultimately responsible for paying the maintenance fee to WFA. Failure to pay the maintenance fee in a timely manner will result in forfeiture of an equal amount of priority field time scheduled during the next season. For example, if Club A does not pay the hourly rental fee for the fall season, it will forfeit field priority time for the following spring season. Monthly invoices will be sent to members. Payment terms for all members are net, 30 based on the invoice date. A second reminder, and a 10 day grace period, will be given before a club risks forfeiture of field time. If a club is unable to pay the maintenance fee after 90 days of receiving a maintenance invoice, they will be forced to sell their share of "priority time" to the remaining members in proportion to the original percentage of ownership.

An annual field preventive maintenance program will be implemented. Annual field maintenance is anticipated to occur each summer. During annual field maintenance, except in cases of inclement weather or other Town and WFA approved authorized closures, at least two playing fields will remain open on a rotating basis for scheduled use by WFA, Friends of WFA, and non-member groups."

### **WFA Reserves**

WFA must maintain reserves of at least 50% of the annual estimated maintenance expense. In order for WFA to be a healthy organization, it must have adequate reserves.

### **Minimum Quality Standard**

WFA requires the following minimum standard:

- Laser graded fields
- Riviera Bermuda turf (first year will plant rye)
- Annual maintenance plan that will cover all field maintenance (seeding, aerating, mowing, watering and feeding of turf).



## Initial Expenditure

- Development of five (5) rectangular athletic fields with minimum dimensions of 110 yards x 70 yards and two (2) small rectangular athletic field with dimensions of 70 yards x 45 yards using the minimum quality standards stated above.
- Maintenance plan for the first three months of the first growing season is included.
- WFA will also be required to provide proper signage at the fields that shows the schedule and includes important contact information.
- Five sets of three level bleachers.
- Creation of WFA web site that lists all members, mission, by-laws, registration fees, contact information and schedules.
- Legal and professional fees associated with the start up of WFA.
- \$20,000 of reserves will be included as part of the initial contribution level from participating organizations.
- The initial estimate of expenses is \$150,000. However, this amount may increase or decrease based on final pricing of the above line items. If the cost exceeds \$150,000, the WFA Board will decide whether to require increased funding from its members or to take cost cutting measures. Cost cutting measures can not include sacrificing the minimum quality standards stated in this MOU. If the initial cost is less than \$150,000, the difference will be used as reserves.

## Additional Equipment

Individual clubs will be responsible for providing goals or other equipment unique to their sport.

## Board of Directors

- FYLL – 1 director
- FCSC – 3 directors
- WYSC – 3 directors

## Officers of the Board

- Chairman
- Vice Chairman and Treasurer
- Secretary

If the percentage of priority time changes in the future, the board seats will change as well. However, no club is permitted to have more than 50% of the seats. A club contributing at least \$10,000 will receive one board seat. A club will receive one board seat for every \$20,000 of funds contributed to develop the Athey fields. No club is permitted to hold more than 3 board seats.

The Board of Directors elects the officers of the Board for one year terms. No single club can have more than one officer of the Board of Directors, unless, at some later date, there are fewer than three founding member clubs. As long as the three current original founding members keep their percentage of funding, the FYLL will always be the secretary. FCSC and WYSC will rotate, in alternate years, the other two officer positions. FCSC will be chairman in "even" years and WYSC will be chairman in "odd" years.





### **WFA Administrator**

A paid administrator will be responsible for coordinating schedules, responding to requests from members, the public and the Town of Warrenton, taking minutes at meetings, maintaining and updating the web site and bulletin board at the Athey Fields, invoicing members and other duties as determined by the WFA Board. The WFA administrator must be approved unanimously by the Board.

### **Annual Report**

The WFA chairman will submit an Annual Report, approved by the WFA Board, to the Warrenton Town Council that summarizes field usage for the previous year within 45 days after year end. WFA will also provide an annual Balance Sheet and Income Statement to the Town Council upon request.

### **Changing By-Laws**

A change to the By-Laws requires a super majority of at least 75% of Board Members.

### **Permanently Selling Field Priority Time**

WFA Members are free to "sell" their field priority time to other founding members. If this is done, the remaining organizations would be given an equal chance to purchase priority field time from the selling organization. The Board seats from the "selling" club would transfer as well. The first opportunity to purchase the additional field priority time is given to the Founding Members. If they are not interested in increasing their field priority time, then the seller may sell their field priority time to a "Friend of WFA".

### **Tournaments and Camps**

Clubs that plan on running camps or tournaments must request field time in advance at the Scheduling Meeting. Priority during official league seasons will be given to regular season games. Priority before the start of a season or after the season will be given to Founding Members that want to run camps or tournaments. For example, if the travel soccer season starts April 1 and lacrosse would like to hold a pre-season tournament in March, lacrosse would be given priority to schedule their tournament. The hourly rates apply regardless of when the tournament or camp occurs.

### **Termination**

The Town of Warrenton and WFA agree that it is their respective intent that this MOU be in place and that both parties agree to make all reasonable efforts to carry out their duties as outlined herein. If either party wants to end this MOU and the working relationship between the parties, they may do so only after the following events have occurred:

1. At least two (2) meetings between the parties has occurred to determine what issues can and should be resolved;
2. If the Town terminates this MOU or the working relationship it establishes, the Town will provide WFA with six months advance notice;
3. If WFA terminates this MOU, WFA will provide the Town with six months advance notice or forfeit any re-imbursement the Town would otherwise provide for expenditures WFA can document;
4. If the Town terminates this MOU or the working relationship it establishes, the Town will reimburse WFA for WFA's capital expenditures as determined by a mutually agreed upon Certified Public Accountant in accordance with generally accepted accounting principles and standard depreciation schedules.



The organization I represent understands and supports this Memorandum of Understanding .

**Founding Members:****Initial Investment**

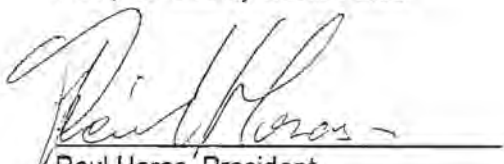
Lori Hudson, Chairman  
Fauquier Youth Lacrosse League

\$10,000



Tim Schulke, President  
Fauquier County Soccer Club

\$70,000

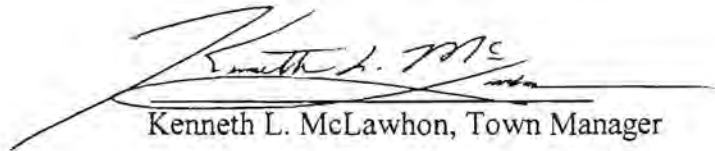


Raul Heras, President  
Warrenton Youth Soccer Club

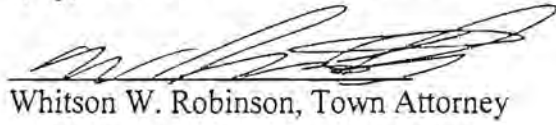
\$70,000



  
Attest

  
Kenneth L. McLawhon, Town Manager

Approved as to Form:

  
Whitson W. Robinson, Town Attorney



**BY-LAWS  
OF  
WARRENTON FIELDS ASSOCIATION, INC.**

**ARTICLE I -- ORGANIZATION**

1. **Name.** The name of the organization shall be WARRENTON FIELDS ASSOCIATION, INC.
2. **Fiscal Year.** The fiscal year of the organization shall begin on the first day of January and end on the last day of December in each year.

**ARTICLE II -- PURPOSE**

This organization has been organized for the following purpose:

The corporation is organized as a qualified amateur sports organization exclusively to foster national or international sports competition, and primarily to support and develop amateur athletes for national or international competition in sports within the meaning of, and as an exempt organization under, section 501(c)(3) of the Internal Revenue Code.

**ARTICLE III -- MEMBERSHIP**

Membership in this organization is comprised of the following two membership categories each of which is initially comprised of the listed organizations:

1. **FOUNDING MEMBERS** are those organizations that cooperated to establish and fund the Warrenton Fields Association, Inc. This membership category is fixed. No new members are eligible for this status.
  - A. Fauquier Youth Lacrosse League ("FYLL")
  - B. Fauquier County Soccer Club ("FCSC")
  - C. Warrenton Youth Soccer Club ("WYSC")
2. **ASSOCIATED MEMBERS** are those organizations that support the establishment and operation of the Warrenton Fields Association, Inc. and have asked to be admitted to membership. This membership category is open to new members.

**ARTICLE IV -- VOTING**

Founding Member organizations shall be the only members allowed to vote, hold office, or board seats in WARRENTON FIELDS ASSOCIATION, INC.

Associated Member organizations will enjoy the member rates equal to those of Founding Members for the use of the organization's facilities.

#### ARTICLE IV – MEETINGS

1. Annual Meeting.

The annual membership meeting of this organization shall be held on the \_\_\_ day of \_\_\_\_\_ each and every year except if such day is a legal holiday, in which case, the Board of Directors shall fix the day not more than two weeks from the date fixed by these By-Laws.

The Secretary shall mail a notice, to each member in good standing at its address as it appears in the membership roll book of the organization, telling the time and place of such annual meeting.

2. Special Meetings.

Special Meetings of this organization may be called by any two founding organizations on thirty (30) days written notice to all members. Only business within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

No other business than that specified in the notice may be transacted at such special meeting.

#### ARTICLE V – MANAGEMENT

The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened in accordance with these bylaws or by its chairman after due notice to all the directors of such meeting.

#### ARTICLE VI – BOARD OF DIRECTORS

1. Only Founding Members are eligible for seats on the Board of Directors. There shall be seven (7) seats on the Board of Directors of the organization. FYLL shall have one board seat; FCSC and WYSC shall have three seats each on the Board of Directors. The directors of the organization shall be appointed by their respective organizations pursuant to that organization's bylaws and shall serve one year terms to commence on January 1<sup>st</sup> each year.
2. In the event that a Founding Member dissolves, its board seat(s) shall be distributed or eliminated, as follows:

- a. If the dissolving Founding Member is FYLL, its board seat will be eliminated.
  - b. If the dissolving Founding Member is FCSC or WYSC, then the remaining soccer club will receive two additional seats on the Board of Directors and FYLL will receive one additional seat.
3. In the event that Founding Members merger their organizations the number of Board Members shall remain at seven as allocated at number one above based on the original Founding Members as though no merger had occurred.
  4. Vacancies on the Board of Directors shall be filled by the founding organization from which the vacancy occurred and the designee shall serve for the balance of the then current year.
  5. The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.
  6. Sixty-six (66%) percent of the members of the Board of Directors shall constitute a quorum .
  7. Each director shall have one vote .. An act of the Board of Directors, except as otherwise required by these By-Laws, requires a majority vote of the board members present at a regular, or duly called, meeting.
  8. The Board of Directors shall elect the officers of the organization for one year terms. ,
  9. A director may be removed by action of the Board of Directors when sufficient cause exists for such removal.

#### ARTICLE VII – OFFICERS

1. Number. There shall be three officers of the organization – a President/Chairman of the Board, Vice Chairman/Treasurer, and a Secretary. No founding organization shall occupy more than one officer position at any given time.
2. Chairman of the Board/President. The President shall preside at all membership meetings. He shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each annual meeting of the organization an annual report of the work of the organization. He shall appoint all committees, temporary or permanent. He shall see all books, reports and certificates required by law are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the organization.
3. Vice Chairman. The Vice Chairman shall in the event of the absence or inability of the President/Chairman to exercise his office become acting president



of the organization with all the rights, privileges and powers as if he had been the duly elected president.

4. Secretary. The Secretary shall keep the minutes and records of the organization in appropriate books. It shall be his duty to file any certificate required by any statute, federal or state. He shall give and serve all notices to members of the organization. He shall be the official custodian of the records of this organization. He may be one of the officers required to sign the checks and drafts of the organization. He shall present to the membership at any meetings any communication addressed to him as Secretary of the organization. He shall submit to the Board of Directors any communications which shall be addressed to him as Secretary of the organization. He shall attend to all correspondence of the organization and shall exercise all duties incident to the office of secretary. He shall coordinate with all other Fauquier County youth athletic organizations for field scheduling.
5. Treasurer. The Treasurer shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization. He must be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it. He shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting. He shall exercise all duties incident to the office of Treasurer.
6. Salaries. No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the organization for duties other than as director or officer.

#### ARTICLE VIII – SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary for the conduct of the business of the organization:

#### ARTICLE IX – DISPUTE RESOLUTION

Where disputes among the founding members of the organization arise and/or decisions of the Board of Directors are appealed, the members will submit the dispute to binding mediation by the Piedmont Dispute Resolution Center, Warrenton, Virginia, its successors or assigns.

#### ARTICLE X – DISSOLUTION

In the event of dissolution of the corporation, to the extent possible under the Federal and State rules applicable to non-profit corporations, assets shall be distributed to the Town of Warrenton for a public purpose. Any assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction in Fauquier County to such eligible organization or organizations which said Court shall determine is organized and operated exclusively for such purposes.

#### ARTICLE XI – AMENDING THE BYLAWS

These By-Laws may be amended by a super-majority of seventy-five (75%) percent vote of the Board of Directors at a meeting of the Board specifically called for that purpose.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



## NOTICE

All notices and other communications under this Agreement shall be in writing to the address set forth below:


1. If to the organization:


Attention: Jim Koehr, Secretary

Address: P.O. Box 1247  
Warrenton, VA 20188

2. If to a member, the address set forth for that Member on Exhibit A hereto.
3. Such notices and other communications shall be deemed effective (a) if sent by United States Postal Service, first class, postage pre-paid, certified or registered, return-receipt requested, and addressed in accordance herewith; or (b) if sent by any other method, upon actual receipt thereof by the party to receive such notice or other communication.

Adopted this 23<sup>rd</sup> day of January, 2007, by:

  
FAUQUIER YOUTH LACROSSE LEAGUE ("FYLL")  
Its: President

  
FAUQUIER COUNTY SOCCER CLUB ("FCSC")  
Its: President

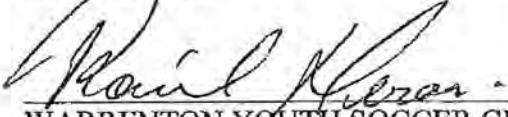
  
WARRENTON YOUTH SOCCER CLUB ("WYSC")  
Its: President

EXHIBIT A

MEMBER'S ADDRESSES:

FAUQUIER YOUTH LACROSSE LEAGUE  
PO Box 3439  
Warrenton, Virginia 20188

FAUQUIER COUNTY SOCCER CLUB  
PO Box 3351  
Warrenton, Virginia 20188

WARRENTON YOUTH SOCCER CLUB  
PO Box 3134  
Warrenton, Virginia 20188

## **AMENDMENT TO THE BY-LAWS OF THE WARRENTON FIELDS ASSOCIATION**

THE BYLAWS OF THE WARRENTON FIELDS ASSOCIATION are hereby amended and entered into as of April 16, 2009 by and among WARRENTON FIELDS ASSOCIATION, INC, a Virginia Corporation (the "Association"), FAUQUIER COUNTY SOCCER CLUB ("FCSC"), WARRENTON YOUTH SOCCER CLUB ("WYSC"), and FAUQUIER YOUTH LACROSSE LEAGUE ("FCYLL") (each individually, a "FOUNDING MEMBER", and collectively, the "FOUNDING MEMBERS")

**Amendment to Article III – Membership, Section 1** – Replace this section in its entirety with the following:

1. FOUNDING MEMBERS, originally intended as those organizations that cooperated to establish and fund the Warrenton Fields Association, Inc, will be now be limited to the following two members:
  - A. Fauquier County Soccer Club ("FCSC")
  - B. Warrenton Youth Soccer Club ("WYSC")

This membership category remains fixed, and no additional members are eligible for this status.

The two remaining FOUNDING MEMBERS, FCSC and WYSC, have refunded in the initial contribution made by the Fauquier County Youth Lacrosse League ("FCYLL"), with an equal share coming from each.

**Amendment to Article VI – Board of Directors, Sections 1 through 4** – Replace these sections in their entirety with the following:

1. There shall be seven (7) seats on the Board of Directors of the organization:
  - A. Fauquier County Soccer Club ("FCSC") shall have three seats
  - B. Warrenton Youth Soccer Club ("WYSC") shall have three seats
  - C. The final board seat will be filled by an At-Large member appointed jointly by the two founding members

The board members from the two FOUNDING MEMBERS shall be appointed by their respective organizations pursuant to that organization's bylaws and shall serve one year terms to commence on January 1<sup>st</sup> each year.

The At-Large Member shall be appointed by majority of vote of six (6) other board members and shall serve one year terms to commence on January 31<sup>st</sup> each year.

Should the six (6) new board members each year are unable to identify an At-Large Member able to receive a majority of the votes, the At-Large Member from

the previous year will be automatically appointed until a replacement is found that gets a majority vote.

2. In the event that a FOUNDING MEMBER dissolves, both the three (3) board seats of the dissolving FOUNDING MEMBER and the At-Large Seat shall immediately revert to the remaining FOUNDING MEMBER.
3. In the event that the FOUNDING MEMBERS merger their organizations, the number of board seats shall remain at seven (7) with all seven (7) being immediately reappointed by the new merged organization. The At-Large Seat will be eliminated.
4. Vacancies on the Board of Directors shall be filled by the FOUNDING MEMBER from which the vacancy occurred, or by a majority vote of the FOUNDING MEMBERS if the vacancy occurs in the At-Large Seat.


**Amendment to Article VII – Officers, Section 1** – Replace this section in their entirety with the following:

1. There shall be three officers of the organization – a President/Chairman of the Board, Vice Chairman/Treasurer, and a Secretary.

WARRENTON FIELDS ASSOCIATION, INC.

By:

  
FAUQUIER COUNTY SOCCER CLUB ("FCSC")  
Its: President

  
WARRENTON YOUTH SOCCER CLUB ("WYSC")  
Its: President

  
FAUQUIER COUNTY LACROSSE LEAGUE ("FCYLL")  
Its: President

### Debt Cancellation Agreement

As of April 16, 2009, Fauquier County Youth Lacrosse League does hereby affirm that it is FCYLL as stated on the list of liabilities for Fauquier County Soccer Club. Further, FCSC hereby releases FCYLL from the debt and/or liabilities owed by FCYLL to FCSC in the amount of \$5,000. The debt is satisfied in full.

Fauquier County Soccer Club



By: Tim Schulke, President

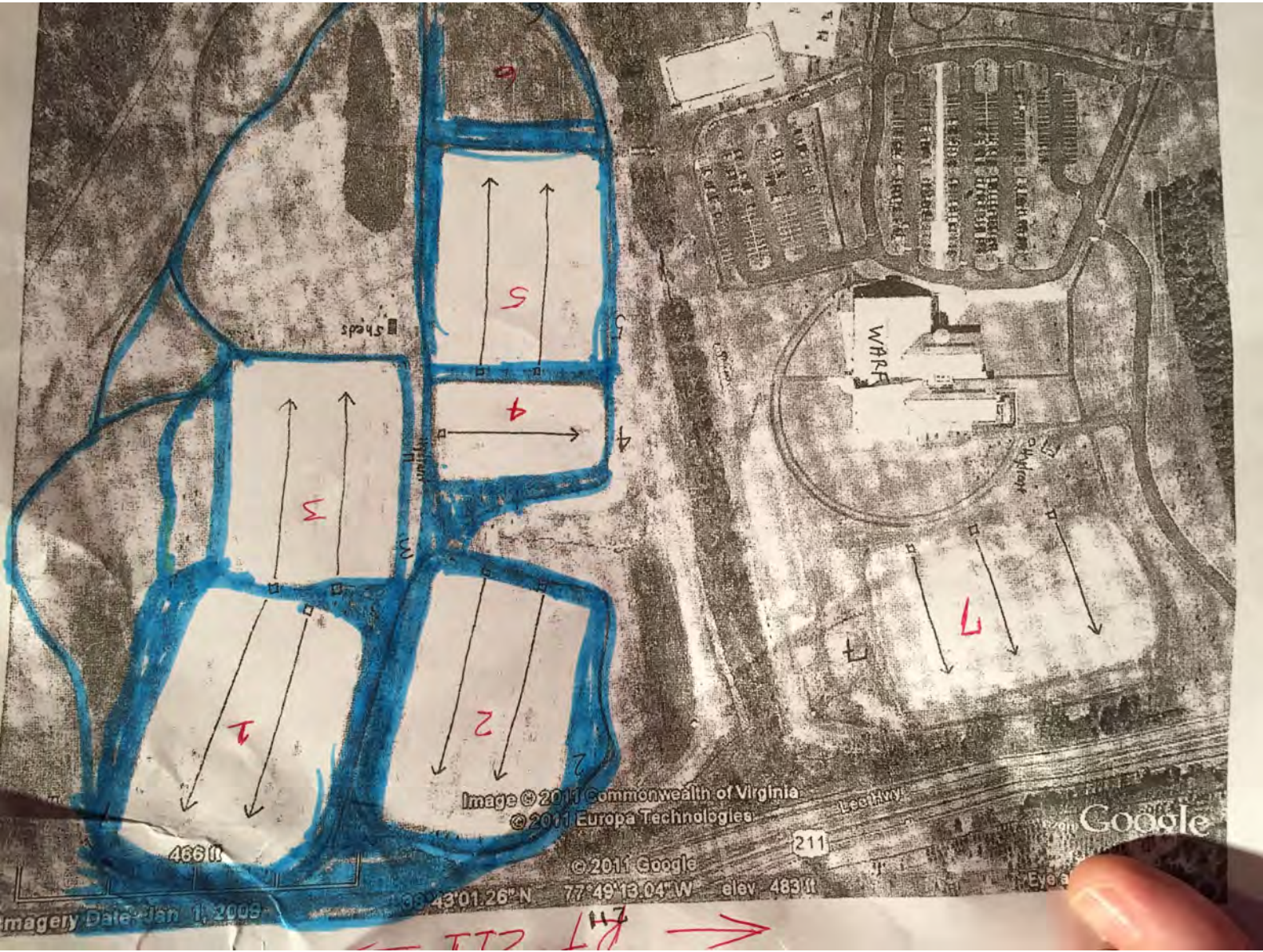
Fauquier County Youth Lacrosse League



By:

## **WFA Athey Complex Mowing Map**





## **Appendix III – Water Withdrawal Plan**



**Comprehensive Water Withdrawal Plan  
for  
Warrenton Aquatic and Recreation Facility  
Town of Warrenton, Virginia**

Prepared for:  
Town of Warrenton  
360 Falmouth Street  
Warrenton, Virginia 20186

For Use by:  
Warrenton Aquatic and Recreation Facility  
800 Waterloo Road  
Warrenton, Virginia 20186

Prepared by:  
Angler Environmental  
12811 Randolph Ridge Lane  
Manassas, Virginia 20109

October 2012

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VII.	Changes to Water Quality Conditions .....	5

## List of Attachments

Attachment A:	Irrigation Infrastructure Details
Attachment B:	Turfgrass Management Map
Attachment C:	Water Budget Tables and Graphs
Attachment D:	Irrigation Withdrawal Data Form
Attachment E:	Irrigation Monitoring Spreadsheet
Attachment F:	Drought Management Data

## **I. General Plan Information**

Facility Name: Warrenton Aquatic and Recreation Facility  
Facility Address: 800 Waterloo Road, Warrenton, Virginia 20186  
Plan Coordinator: Margaret Rice, Director, Warrenton Aquatic and Recreation Facility  
Phone Number: (540) 349-2520  
Email Address: mrice@warrentonva.gov  
Additional Contact: Edward Tucker, Director of Public Works and Utilities  
Phone Number: (540) 347-1858  
Email Address: etucker@warrentonva.gov

## **II. Introduction**

This Comprehensive Water Withdrawal Plan (CWWP) is being implemented on the Warrenton Aquatic and Recreation Facility (WARF) as part of an overall management strategy that will help maintain the ecological, aesthetic, and functional integrity of the proposed pond. The WARF pond is intended to serve multiple functions, including an irrigation source for the athletic fields, a recreational amenity feature for the community, and a stormwater management feature for the overall facility. Thus, the water withdrawal plan for the lake must consider all of these uses, and the specific needs and limitations associated with each. The general intent is to minimize the use of the pond as an irrigation source to the greatest extent possible, to preserve the integrity of the aquatic community within, and downstream, of the pond.

The following sections address each of the conditions stipulated in the Virginia Department of Environmental Quality (DEQ) permit for this plan.

## **III. Irrigation Infrastructure**

### **A. Water Withdrawal**

Details pertaining to the water withdrawal infrastructure are provided on the construction plan sheets included as Attachment A. Sheet 4 depicts the location of the irrigation pipe within the pond, Sheet 5 provides a profile of the irrigation pipe, including the intake device and the fixed connection for the irrigation system, and Sheet 6 provides detail drawings of the intake structure and irrigation system connection.

### **B. Irrigation Delivery and Usage**

Irrigation usage will be limited to the turfgrass management areas, which are depicted in green on the *Turfgrass Management* map, included as Attachment B. When irrigation from the pond is required, a mobile irrigation pump will be attached at the fixed withdrawal connection location and hoses will be deployed to deliver the water to a movable sprinkler head. No permanent pumps, pipes, or sprinkler heads are installed at the WARF site.

The irrigation pump and sprinkler heads currently in use at the WARF have a maximum instantaneous flow capacity of 80 gallons per minute (gpm). At that maximum irrigation rate the flow velocity at the pond intake structure will be 0.11 feet per second (fps), as demonstrated below:

Intake Screen Area:  $1' \times 0.5' \times 3.1416 (\pi) = 1.57\text{sf}$   
Maximum Irrigation Rate:  $80\text{gpm} = 1.33\text{gps} = 0.18\text{cfs}$   
Velocity at Intake Structure:  $0.18\text{cfs} / 1.57\text{sf} = 0.11\text{fps}$

If permanent or other mobile irrigation infrastructure is used at the WARF in the future, this equipment will have a maximum instantaneous flow capacity no greater than 175 gpm so that the flow velocity at the pond intake structure does not exceed the permitted limit of 0.25fps, as demonstrated below:

$$0.25\text{fps} \times 1.57\text{sf} = 0.39\text{cfs} = 2.92\text{gps} = 175\text{gpm}$$

#### **IV. Irrigation Usage**

A detailed water availability and usage (water budget) study was prepared as part of the permitting process for the WARF lake project. This study was refined several times throughout the timeframe that the project was under review by the DEQ and the U.S. Army Corps of Engineers (Corps). The water budget study incorporated project specific data related to hydrology inputs, such as precipitation and stream flow, as well as losses, including evapotranspiration and downstream releases through the proposed flow-bypass device, and projected average irrigation demands for the anticipated turfgrass type and acreage on a monthly and yearly basis. The water budget model was also used to analyze onsite consumptive water use and the resultant effects on pond depths, as well as downstream flow conditions for several on-line and off-line pond options, including scenarios with hydrology contributions from stream diversions and groundwater wells. The results of this study were used to help define design parameters for several elements of the pond, such as the elevation and size of the flow-bypass device, and to establish monthly and daily limits for water withdrawal, which are reflected in the DEQ permit. The final version of all pertinent data related to the water budget analysis, as well as a detailed discussion of the results of the study, is presented in the *Joint Permit Application and Permit Support Document* submitted to the DEQ and Corps in August 2010.

The purpose of creating the water budget was to evaluate several different on-line and off-line pond design options that sought to balance water inputs (rainfall, runoff, well input, and stream flow) with outputs (evaporation and irrigation withdrawals), so that the effectiveness of each option from an irrigation standpoint could be evaluated along with the capacity to meet other project objectives (recreation, stormwater management, aesthetics, etc.). A computer model was used to evaluate each parameter over a 15-year historical period of record to understand how the system would function long-term. The model performed a daily balance and provided monthly and annual summaries of the water budget. Key components of the evaluation included: 1) irrigation demands and evaporation, 2) captured stream flow into the pond, 3) pond volume, 4) rainfall, and 5) pond draw down.

By performing an evaluation on a daily basis, daily and seasonal variations in the climate could be evaluated using a very precise method. Daily irrigation demands were estimated using computed potential evapotranspiration (ET) and turf grass demands. First, evapotranspiration values were multiplied by turf grass factors. Turf grass areas were multiplied by adjusted ET to determine volumetric irrigation demands. The monthly average rainfall was computed using daily rainfall data from the National Climate Data Center (NCDC) station for Warrenton, Virginia for the period of record from 1980-1995. The rainfall contributions were deducted from the monthly summary of irrigation demands to obtain the demands after rainfall contributions. Daily stream flow to the pond was estimated using historical gage data from a USGS station on Battle Run, near Laurel Mills, Virginia for the period of record from 1980 to 1995. Daily flows were scaled from the 18 square mile drainage area of Battle Run at the gage station to the 304-acre watershed for the pond. Based on this analysis, mean annual flow (MAF) to the pond was estimated to be 0.54 cfs. Angler also conducted a cross-section survey and flow analysis on the

onsite stream to corroborate the theoretical data. The field verified stream flow rates were determined to be 0.46 cfs and 0.49 cfs at the two surveyed cross-sections, which correlates very well with the computed MAF.

The original water budget analysis reflected assumed project conditions that were subsequently modified based on design changes that were incorporated at the request of the DEQ and the Virginia Department of Game and Inland Fisheries (DGIF). The irrigation budget for both the in-line and off-line pond alternatives were remodeled to more accurately reflect actual proposed conditions. The pertinent results of this revised water budget analysis are presented in tables and graphs included as Attachment C. This information more clearly supports, both directly and indirectly, previous conclusions that:

- given the agreed-to design modifications, downstream flow will not be substantially affected by the construction of the proposed pond, and in fact will be appreciably enhanced during a significant portion of most years, including drier periods when the stream would otherwise have very low or no flow.
- off-line pond options would require stream inputs that would affect downstream flows in much the same way as the in-line pond, but without being able to accommodate other uses, such as recreation, environmental enhancement, and education.
- off-line pond options would require additional costs associated with the continuous operation and maintenance of a groundwater well(s) and/or an in-stream diversion device.

## **V. Irrigation Monitoring**

### **A. Data Collection**

Water usage from the pond for irrigation purposes will be monitored so that the turf watering benefits, in terms of athletic field playability, safety, and maintenance can be balanced with water needs within the pond for ecological, recreational, and aesthetic functions. In addition, this data will be used to ensure that irrigation withdrawals do not exceed the daily and monthly consumptive use limits established by the DEQ permit.

The following information will be recorded on each day that water is withdrawn from the pond for irrigation of the athletic fields:

- Date
- Time
- Identity of the pump operator and data recorder
- Time the pump was turned on and off
- Rate in gallons per minute (GPM) at which the pump was operated
- Hours of operation

An *Irrigation Withdrawal Data Form*, which can be used to record the pertinent information during watering operations, has been created and is provided as Attachment D.

### **B. Data Analysis**

The irrigation usage data will be entered on the *Irrigation Monitoring* spreadsheet (Attachment E) to compare with previous results and track long-term trends. A Microsoft Excel file of this spreadsheet has been created to facilitate data entry and analysis.

## **VI. Emergency Drought Management Plan**

As a condition of the DEQ permit, the permittee agreed to implement a drought management plan that would require a reduction in irrigation withdrawals when water levels within the pond reach a specified elevation above the invert of the flow-bypass device. This water conservation measure is additional to the daily and monthly withdrawal restrictions imposed by the DEQ permit, and is intended to further protect the ecological integrity of the pond and the downstream aquatic environment, even during drought conditions.

A model was created to predict the drawdown of the pond under worst-case scenario drought conditions. The baseline conditions of the model assume that there is no inflow to the pond from the upstream drainage area. Outflow from the flow-bypass orifice is factored in at the required rate of 0.15 cubic feet/second (cfs), and losses due to evapotranspiration are considered using average climatic data for the Warrenton area in July. Using these assumptions, two irrigation scenarios were evaluated to determine a predicted drawdown timeframe from the normal pool elevation of 480.00 feet to the elevation of the irrigation intake device at 474.17 feet.

In the first scenario, which assumes that no irrigation reduction measures are implemented, water from the pond is withdrawn at a constant rate of 0.25-inch per day. Under these conditions, including zero recharge from upstream drainage area, the pond elevation is predicted to drop to the level of the irrigation intake device in approximately 23 days. Under the drought management scenario, and assuming the same baseline conditions, the initial irrigation rate of 0.25-inch per day is reduced to 0.10-inch per day when the pond elevation drops below 479.00 feet. Similarly, the allowed irrigation rate is further reduced to 0.02-inch per day when the pond elevation drops below 476.00. By implementing this step-wise reduction in allowed irrigation, the model predicts that the timeframe required for the pond level to drop to the elevation of the irrigation intake device is extended by nearly 30 percent, to 32 days. Details on both of the modeled scenarios are provided as Attachment F.

It is acknowledged that in practice, irrigation of the athletic fields will not occur on a daily basis, as analyzed in the model. However, weekly use of water from the pond at a rate equivalent to the daily usage assumed in the drought management scenario will achieve the same intended conservation results. It is also important to reiterate that the model used to predict pond drawdown for the drought management plan assumes an unlikely worst-case scenario, as it is improbable that the region would experience more than 30 days without precipitation that would provide some amount of hydrologic recharge to the pond. Nevertheless, by using the variable irrigation rate described above, which is tied to easily discernible triggers (e.g., pond elevation), WARF staff will be able to better manage the water resources within the pond during drought conditions.

In addition to the project specific drought management measures outlined above, the irrigation of the athletic fields at the WARF will adhere to the following prohibitions and exceptions to uses from all sources of water effective when the Governor of Virginia or the Virginia Drought Coordinator declares a Drought Emergency.

- Unrestricted irrigation of athletic fields is prohibited.
- Athletic fields may be irrigated between the hours of 9:00 p.m. and 10:00 a.m. at a rate not to exceed one inch per application or more than a total of one inch in multiple applications

during any ten-day period. All irrigation water must fall on playing surfaces with no outlying areas receiving irrigation water directly from irrigation heads.

- Localized dry areas that show signs of drought stress and wilt (curled leaves, foot-printing, purpling) may be syringed by the application of water for a cumulative time not to exceed fifteen minutes during any twenty four hour period. Syringing may be accomplished with an automated irrigation system or with a hand held hose equipped with an automatic shutoff device at the minimum rate necessary.
- Athletic fields may be irrigated between the hours of 9:00 p.m. and 10:00 a.m. during necessary overseeding, sprigging or resodding operations at the minimum rate necessary for a period that does not exceed 60 days. Irrigation rates during this restoration period may not exceed one inch of applied water in any seven-day period. Syringing is permitted during signs of drought stress and wilt (curled leaves, foot-printing, purpling).
- All allowed athletic field irrigation must be applied in a manner to assure that no runoff, puddling or excessive watering occurs.
- Irrigation is prohibited on athletic fields that are not scheduled for use within the next 120-day period.
- Water may be used for the daily maintenance of pitching mounds, home plate areas and base areas with the use of hand held containers or hand held hoses equipped with an automatic shutoff device at the minimum rate necessary.
- Skinned infield areas may utilize water to control dust and improve playing surface conditions utilizing hand held containers or hand held hoses equipped with an automatic shutoff device at the minimum rate necessary no earlier than two hours prior to official game time.

## **VII. Changes to Water Quality Conditions**

As designed and constructed, it is anticipated that the pond will improve onsite and downstream water quality. First, and most importantly, the pond complies with all State and local stormwater management regulations, and will provide stormwater quantity attenuation and water quality improvement for runoff generated at the project site, as well as the approximate 304-acre upstream watershed. An in-line pond, particularly one that is designed to accommodate stormwater management function like the pond at the WARF site, traps sediment, nutrients and other contaminants that would otherwise continue to move downstream and degrade water quality.

In addition, the applicant has worked with the DEQ and the DGIF to implement several project modifications that will further ensure that onsite and downstream water quality are protected to the greatest extent practicable. These improvements include the planting of a native vegetation buffer around the pond, as well as the implementation of this CWWP, an Integrated Management Plan (IMP), and a Water Quality Monitoring Plan (WQMP). The IMP outlines practices for the use of chemical and/or biological agents at the facility for athletic field maintenance while the WQMP will help to identify any potential water quality issues that may adversely affect downstream resources, so that corrective measures can be taken.

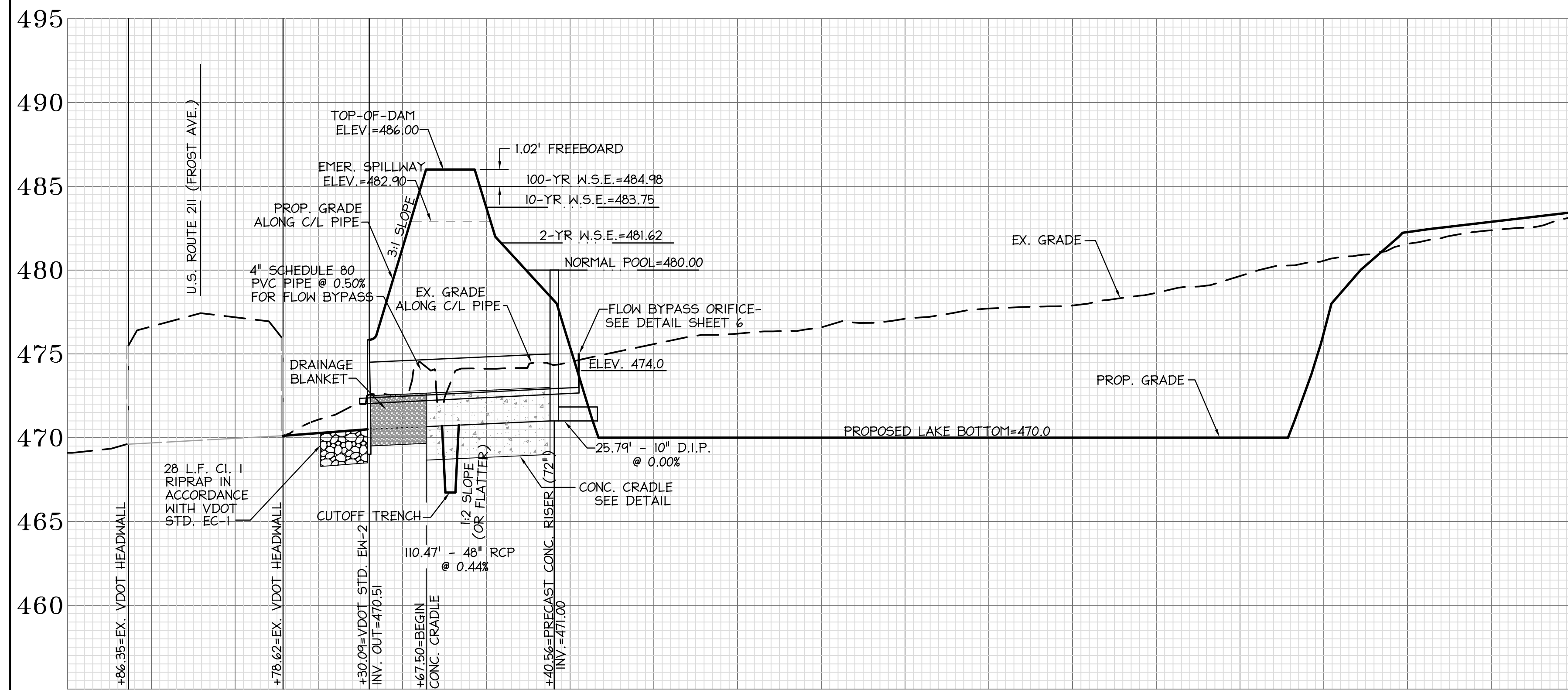
As outlined in the WQMP, water samples will be collected and analyzed on a quarterly basis at the WARF site. These samples will be collected from above and below the pond, near the upstream and downstream property limits respectively, to allow for comparison of water chemistry parameters within stream flow entering and exiting the WARF site. If analysis of a water quality sample collected from below the pond indicates that a DEQ reference standard for one of the sampled parameters has been exceeded, the plan coordinator will evaluate the water quality monitoring results in conjunction with the recent irrigation usage data to determine if the water quality impairment may be the result of irrigation activities. If it is determined that the use of water from the pond for turfgrass watering is adversely affecting downstream water quality, irrigation withdrawals from the pond will be suspended until further testing demonstrates that water leaving the pond does not exceed any of the DEQ reference standards for the sampled parameters.



## **Attachment A**

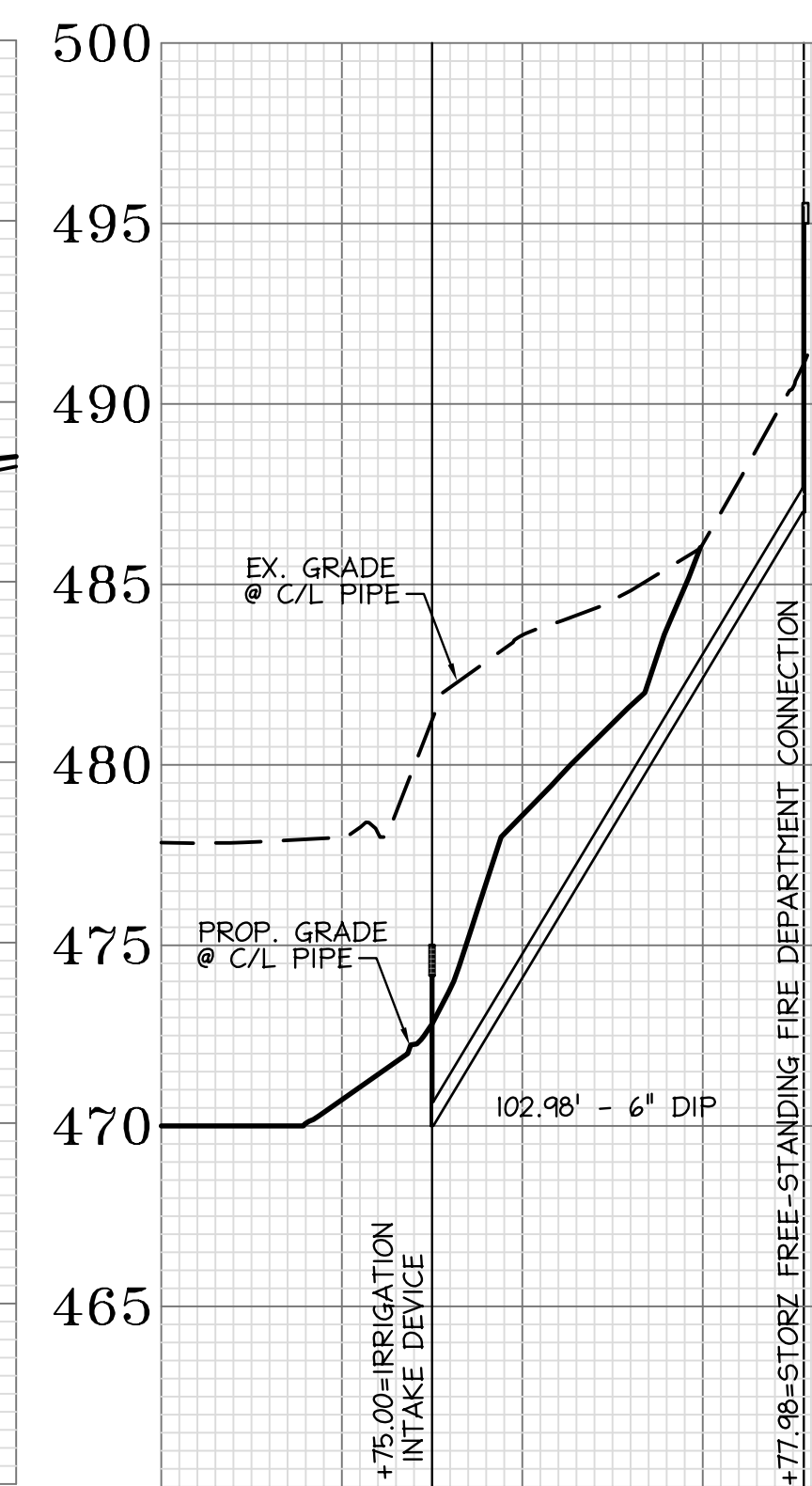
### **Irrigation Infrastructure Details**





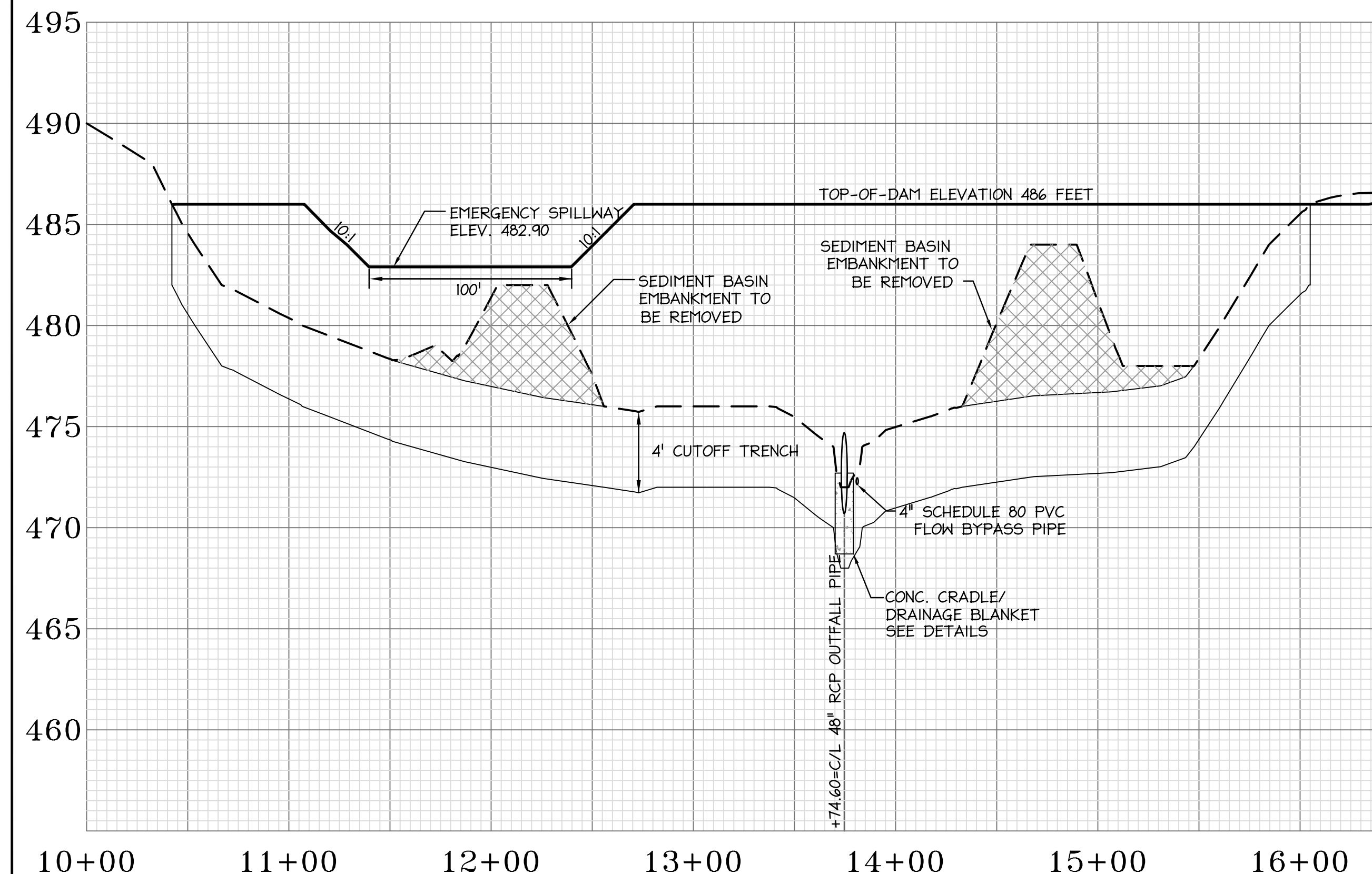
LAKE PROFILE

SCALE: 1"=5' VERT.  
1"=50' HORIZ.



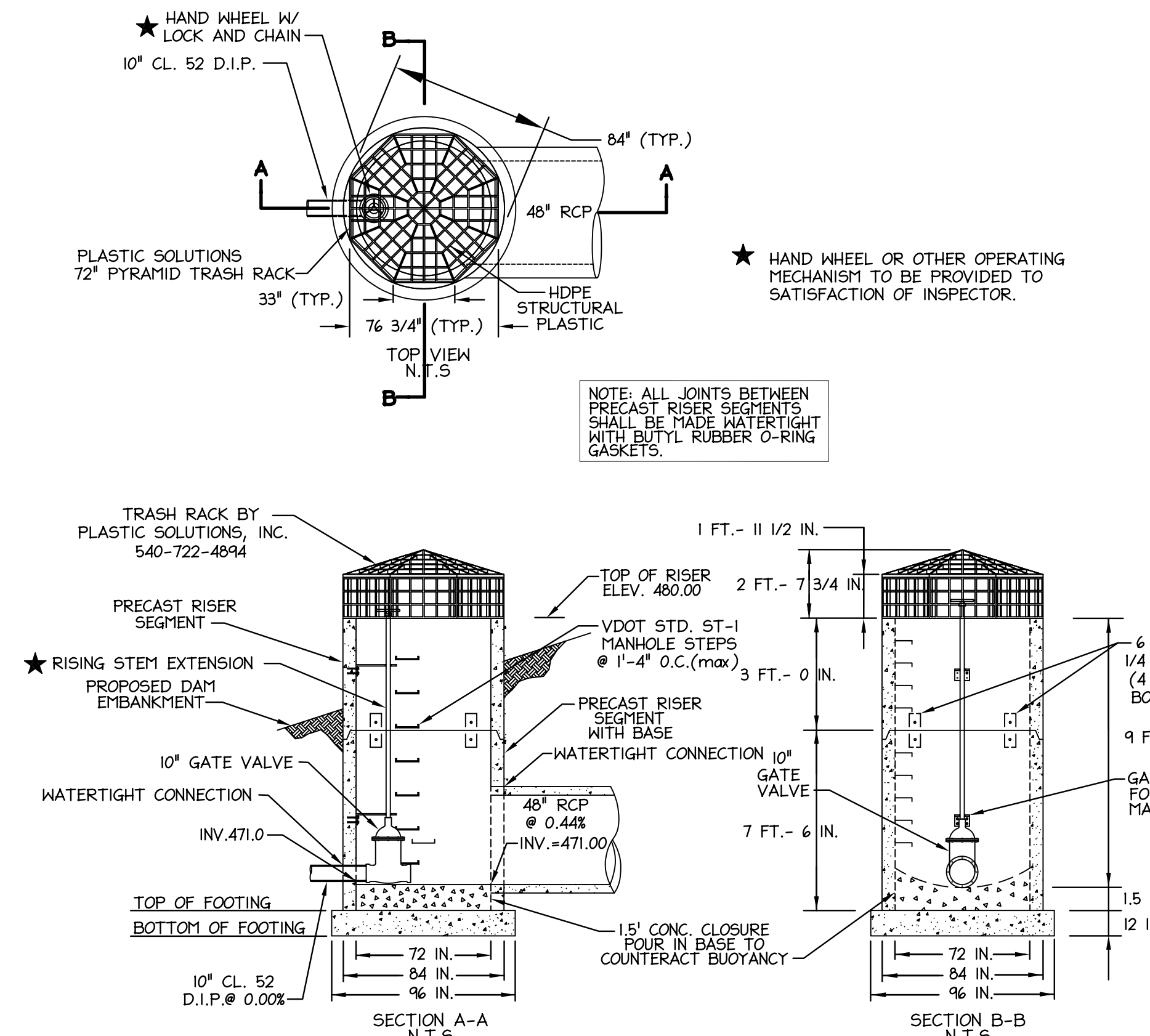
IRRIGATION PROFILE

SCALE: 1"=5' VERT.  
1"=50' HORIZ.

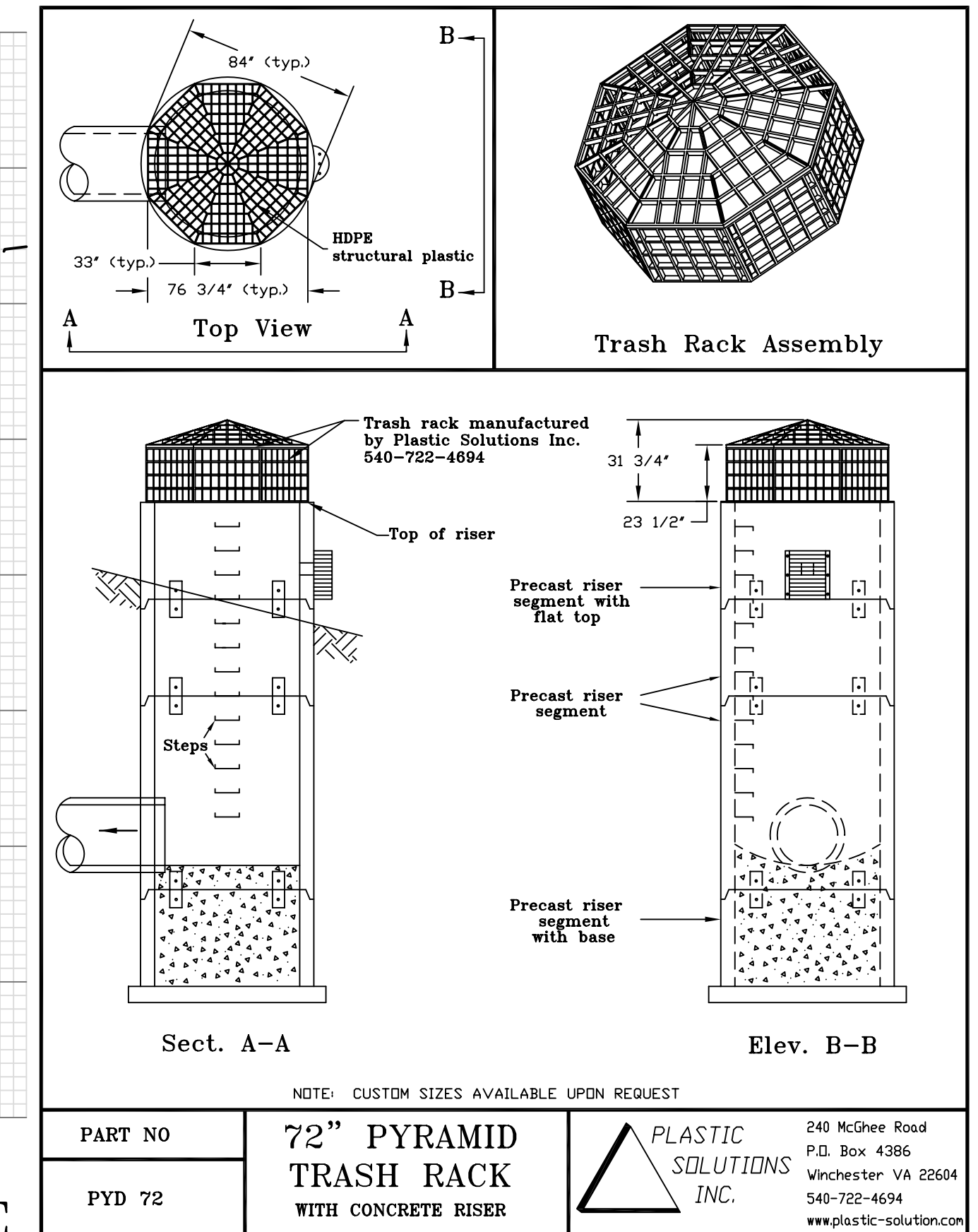


EMBANKMENT PROFILE

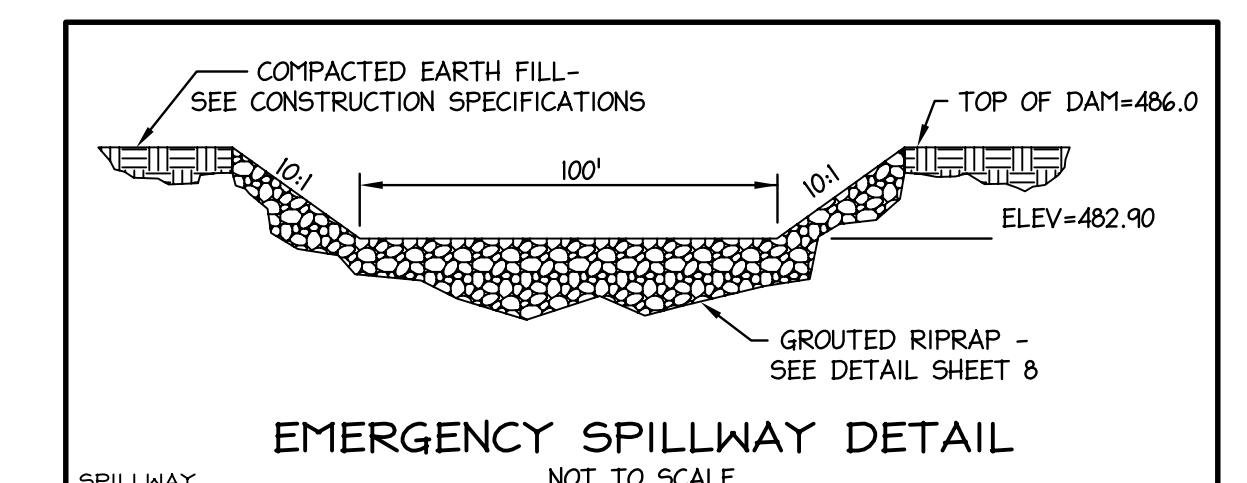
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SCHEMATIC DETAIL OF PRE-CAST CIRCULAR RISER AND TRASH RACK

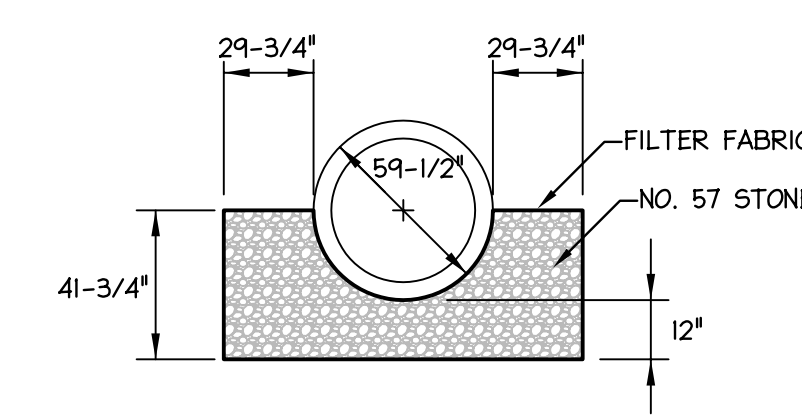


PART NO	72" PYRAMID TRASH RACK WITH CONCRETE RISER	PLASTIC SOLUTIONS INC.	240 McGhee Road P.O. Box 4386 Winchester VA 22604 540-722-4694 www.plastic-solution.com
PYD 72			



CONCRETE CRADLE DETAIL

N.T.S.



DRAINAGE BLANKET DETAIL

N.T.S.

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ENGINEERS • SURVEYORS • PLANNERS

410 Rosedale Court • Suite 200 • Warrenton, Virginia 20186

Phone: (540) 347-9191 • Fax: (540) 349-1905

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LAKE PROFILE & DETAILS

WARRENTON RECREATIONAL FACILITY

FAUQUIER COUNTY, VIRGINIA

TOWN OF WARRENTON

COMMONWEALTH OF VIRGINIA

JAMES R. ASHLEY

NO. 026773

3-1-11

PROFESSIONAL ENGINEER

DESIGNED BY:

RA

DATE:

2/16/2011

SCALE:

AS SHOWN

SHEET

5

OF 13



## GEOTECHNICAL SPECIFICATIONS

### GEOTECHNICAL SPECIFICATIONS

The soils and/or weathered bedrock exposed at the subgrade of the pond basin shall be examined by a Geotechnical Engineer to confirm this anticipated condition. Exposed pond subgrade materials should be smooth-drum rolled to compact them further and seal the subgrade materials of the SWM pond basin to further enhance their low permeability characteristics.

#### Clearing and Stripping/Subgrade Preparation

Clearing and stripping shall extend a minimum of 5 feet beyond the proposed toe of the SWM pond embankment. Clearing and stripping operations shall consist of the removal of all unsuitable bearing material including, but not limited to, existing topsoil, rootmats, and other organic matter, as well as other miscellaneous soft or otherwise unsuitable bearing material. The stripped area shall be observed by a Geotechnical Engineer, or his authorized representatives, to verify the aforementioned recommendations and to assist in locating any additional unsuitable bearing materials which will require additional removal. Proofrolling utilizing a heavy rubber-tired construction vehicle, similar to a loaded dump truck having an axle weight of at least 10 tons, is required to identify any localized soft or unsuitable bearing materials which will require additional removal. Any soft or unsuitable bearing material encountered during this proofrolling operation shall be removed to suitable bearing subgrade as recommended by a Geotechnical Engineer and replaced with an approved fill material consistent with the location of this material in the proposed pond section, and compacted to the criteria outlined in the Fill Placement section of this report.

#### Cut-Off Trench

The cut-off trench should be constructed along the centerline of the SWM pond embankment and should be a minimum of 4 feet wide at the bottom with side slopes of 1H:2V, or flatter, extending to the top of the existing natural soils. A Geotechnical Engineer shall examine the cut-off trench excavation and determine the final depth of the cut-off trench based on actual field conditions. Minimum depth of the cut-off trench should be 4 feet or to competent bedrock as determined by a Geotechnical Engineer based on actual field conditions.

If any bedrock is encountered, rock material shall be removed from the bottom of the cut-off trench by backhoe, ripping, or hydraulic ramming operation; blasting shall not be permitted within the excavation of the cut-off trench avoid excessive fracturing of any underlying bedrock and subsequent seepage problems. The bottom of the cut-off trench should be cleaned of all loose soils and rock fragments to permit examination of the bottom of the cut-off trench for any large open bedrock fractures. Loose, disturbed soils and/or rock fragments should be removed from any significant fracture as determined by a Geotechnical Engineer to a depth of at least 3 times their width and no more than 5 feet. The cleaned fractures shall be filled with concrete grout, with a minimum 28-day compressive strength of 3,000 psi. Slump of the concrete grout during placement shall be adjusted to permit full filling of any bedrock fractures. In the event that grouting is required, it will be treated as a change order. Earthwork in the cut-off trench shall not commence until at least 24 hours have occurred following placement of any concrete grout. The bottom and sidewalls of the cut-off trench shall be smooth enough and graded such that full compaction of the lifts of cut-off trench will be permitted without interference from any protruding rock fragments.

Suitable backfill materials for the cut-off trench include soils satisfying the Unified Soils Classification System (USCS) criteria for ML, CL, SC, MH, and CH. Soils to be used as controlled structural fill and backfill for the SWM dam embankment should possess a Liquid Limit greater than 40% and a Plasticity Index greater than 15% and generally contain greater than 50% passing a No. 200 sieve. Rocks greater than 2 inches in size shall not be permitted within the cutoff trench backfill materials. All backfill soils placed within the cut-off trench shall be placed in shallow 8 inch loose (uncompacted) lifts and compacted to a minimum of 95% of the Maximum Dry Density as determined in accordance with ASTM Standard Test D-698, Standard Proctor Method. Cut-off trench backfill soils should be maintained at moisture contents within 2 to 3% of the Optimum Moisture Content to achieve adequate compaction. Positive drainage should be maintained at all times during construction of the pond. Any cut-off trench fill layers that are smooth drum rolled or "sealed" to reduce moisture penetration in the event of inclement weather, shall be properly scarified utilizing a sheepfoot roller, or similar equipment, prior to the placement of the next layer of cut-off trench backfill soils.

#### Impervious Core Construction

The pond embankment may be constructed with an impervious core and pervious shell section. The placement of all impervious core material should precede the construction of the pervious shell in elevation by 2 to 4 feet. Suitable materials for the impervious core construction shall include soils satisfying Unified Soils Classification System (USCS) criteria for ML, CL, SC, MH, and CH. Soils to be used as controlled structural fill and backfill for the SWM dam embankment should possess a Liquid Limit greater than 40% and a Plasticity Index greater than 15% and generally contain greater than 50% passing a No. 200 sieve. Rocks greater than 2 inches in size shall not be permitted within the impervious core backfill materials. All approved fill materials placed within the impervious embankment core shall be compacted to a minimum of 95% of the Maximum Dry Density as determined in accordance with ASTM Standard Test D-698, Standard Proctor Method. The impervious core embankment material shall be placed in shallow 8-inch loose (uncompacted) lifts, and compacted utilizing a sheepfoot compactor. Impervious core fill soils shall be compacted within 2 to 3% of Optimum Moisture Content to achieve adequate compaction. If a smooth drum roller is utilized to "seal" the impervious core fill soils in the event of inclement weather, the exposed soils shall be properly scarified using a sheepfoot roller, or similar equipment, prior to the placement of the next layer of impervious fill soils.

**NOTE** -if desired, the impervious core construction may be extended to the outside grades of the shell construction, with topsoil respread placed for vegetative growth support. This would essentially delete the shell portion of the dam embankment and provide for a larger central impervious core faced with topsoil respread and vegetative cover.

#### Shell Construction (if required)

Construction of the shell fill placement should commence behind the impervious core fill placement and be maintained at an elevation of approximately 2 to 4 feet below the top of the impervious core fill grade. Fill material utilized for the shell construction should generally consist of an approved granular material, be free of organic matter and debris, rocks greater than 2 inches, and be a non-frost susceptible soil with a minimum of 40% retained on the No. 200 sieve. Suitable materials for the shell construction shall include soils satisfying Unified Soils Classification System (USCS) criteria for SM, SC, GM, GC, or ML. Unacceptable shell construction fill materials shall include all topsoil and organic materials (OH, OL). Fill materials for shell construction should have a generally well-graded grain size distribution with soil particles ranging from up to 12% clay, or silt size particles up to rock-size particles, with a maximum dimension of 2 inches. Fill soils placed within the embankment shell section should be placed in shallow 8-inch loose (uncompacted) lifts within 2 to 3% of the Optimum Moisture Content, and compacted to a minimum of 95% of the Maximum Dry Density in accordance with ASTM Standard Test D-698, Standard Proctor Method.

#### Concrete Pond Barrel and Riser Structure

The concrete pond barrel will be installed with a combination of a concrete cradle and a drainage blanket. The cradle should consist of 3,000 psi concrete poured to the following minimum dimensions: 6" depth below the pipe up to ½ the diameter on both sides, extending 8" wide on both sides of the pipe, and extending 2/3 of the entire pond barrel length from the riser structure. For the remaining 1/3 length of the barrel, a drainage blanket will be installed consisting of a minimum of 12" of open-graded gravel (such as No. 57 stone) wrapped entirely in filter fabric. The riser structure foundation may be designed using an allowable soil bearing pressure of 2,000 pounds per square foot.

## ENVIRONMENTAL PERMIT CONDITIONS

### DEPARTMENT OF ENVIRONMENTAL QUALITY

*Part I C.9. All excavation, dredging, or filling in surface waters shall be accomplished in a manner that minimizes bottom disturbance and turbidity. Turbidity levels downstream of the construction site shall not exceed turbidity levels upstream of the construction site at any time.*

*Part I C.10. All in-stream activities shall be conducted during low-flow conditions whenever practicable.*

*Part I C.11. All construction, construction access, and demolition activities associated with this project shall be accomplished in a manner that minimizes construction materials or waste materials from entering surface waters, unless authorized by this permit. Wet, excess, or waste concrete shall be prohibited from entering surface waters.*

*Part I C.12. All fill material placed in surface waters shall be clean and free of contaminants in toxic concentrations or amounts in accordance with all applicable laws and regulations.*

*Part I C.13. Measures shall be employed at all times to prevent and contain spills of fuels, lubricants, or other pollutants into surface waters.*

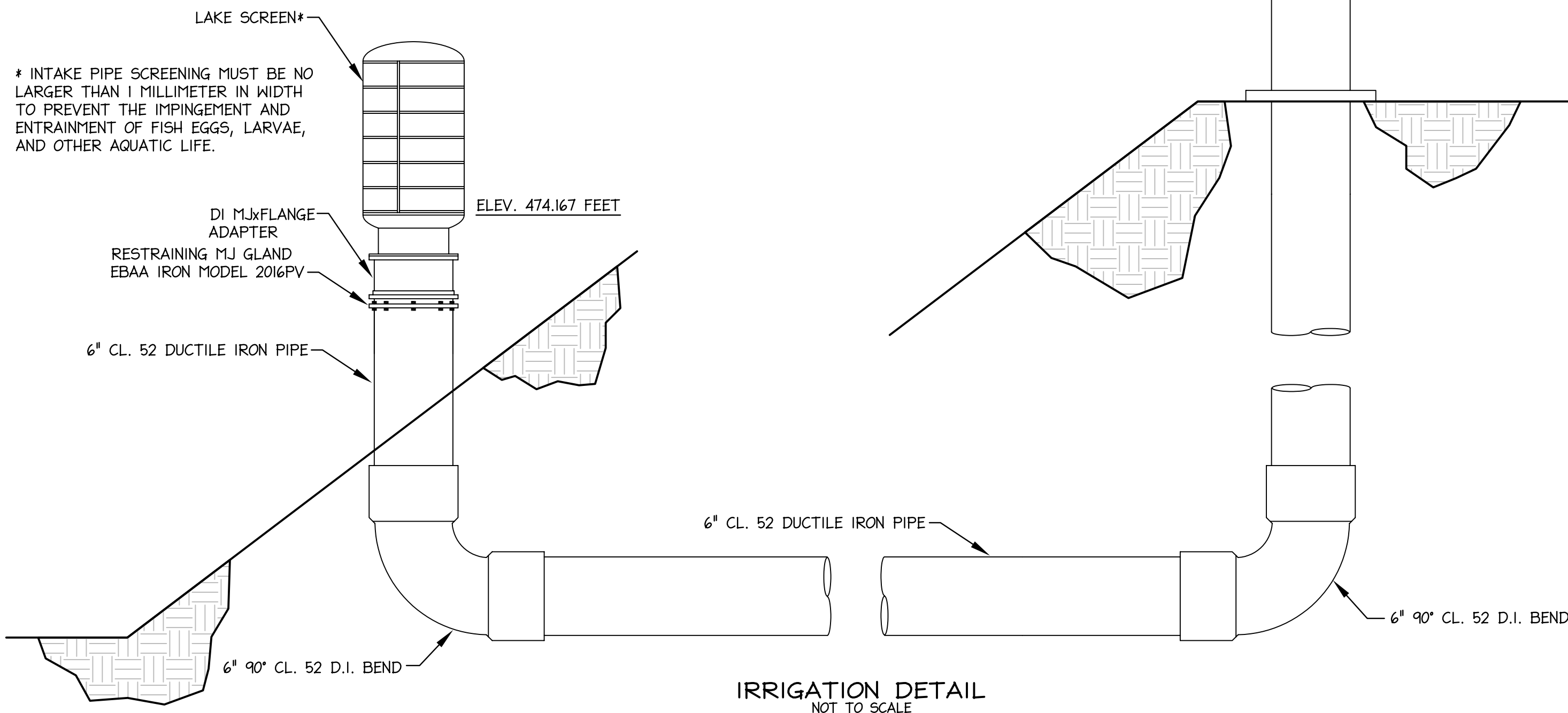
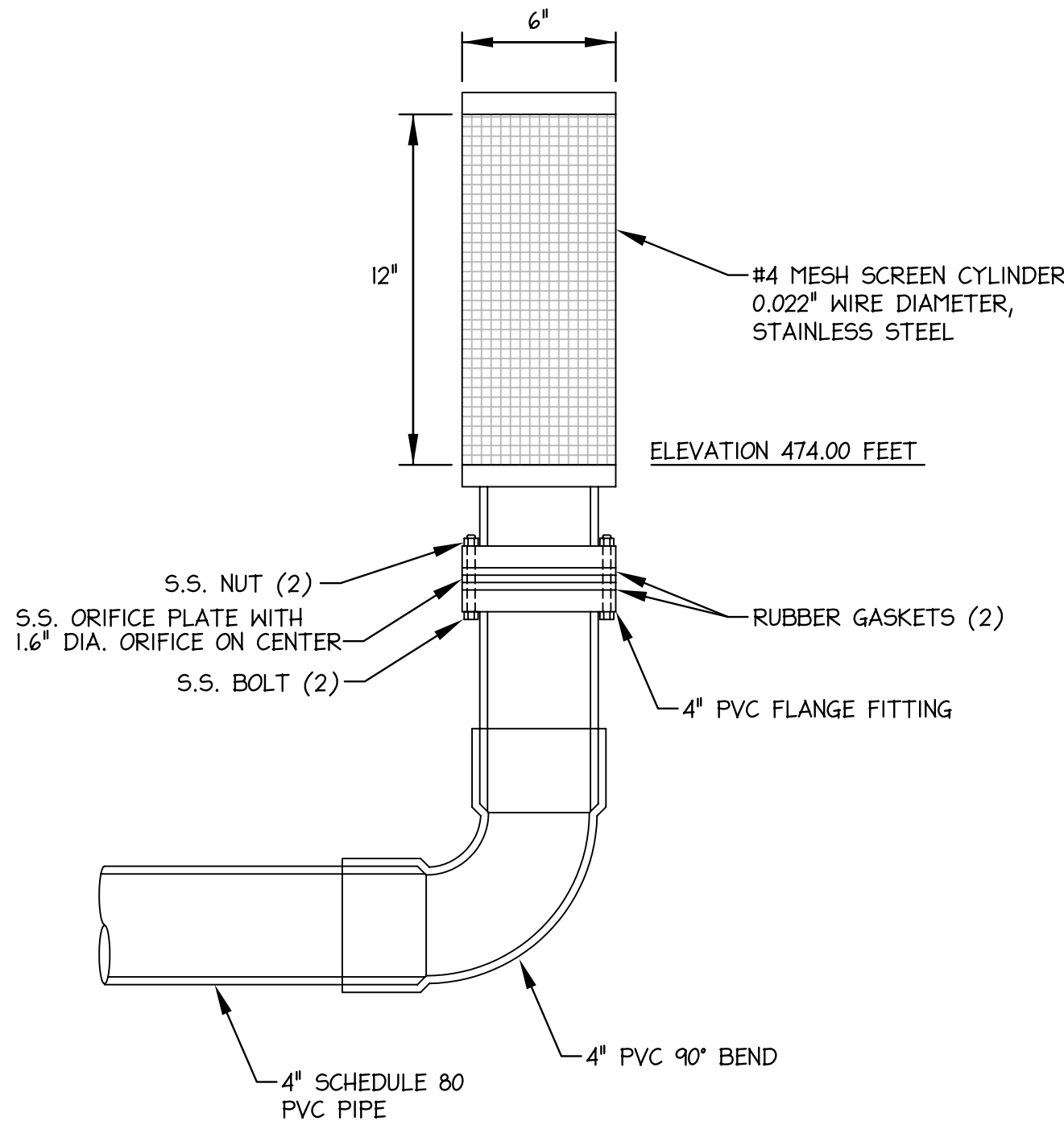
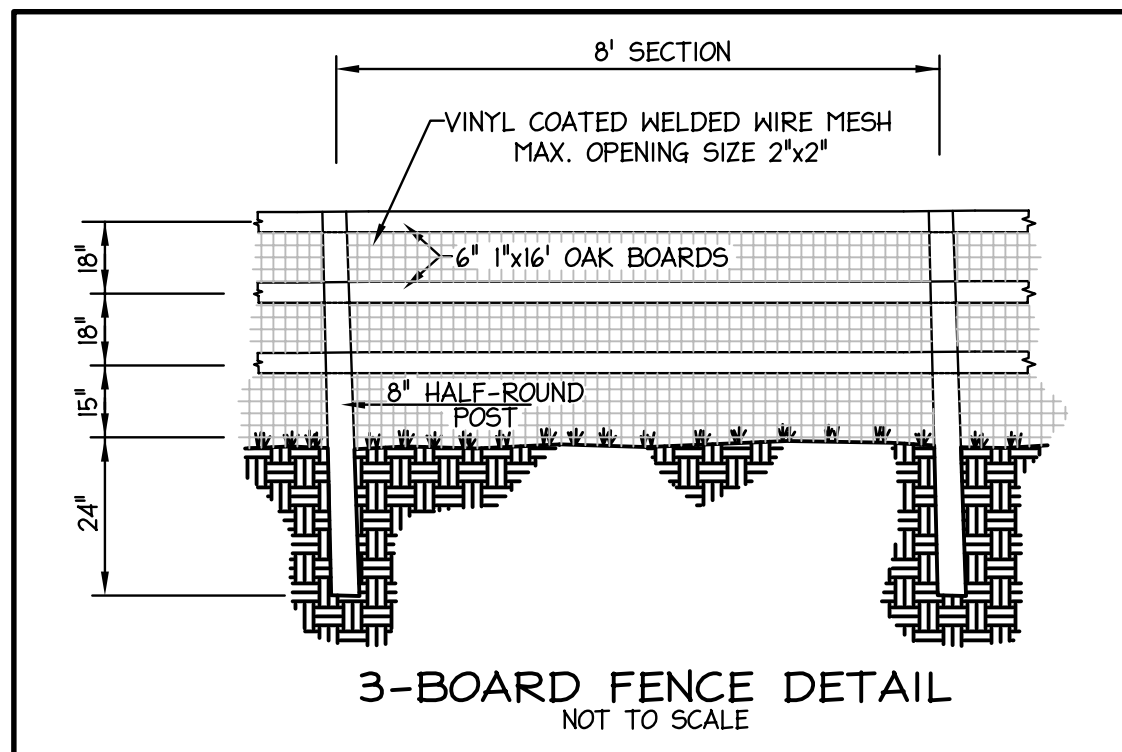
*Part I C.14. Heavy equipment is authorized for use within the stream channel during project construction or stream restoration activities when site conditions prohibit access from the streambank. The equipment shall be stationed on cobble bars and the activities conducted in the dry or during low flow conditions, whenever possible.*

*Part I C.15. Virginia Water Quality Standards shall not be violated in any surface waters as a result of the project activities.*

*Part I G.1. The outfall and overflow structure shall be constructed and maintained to prevent downstream sediment deposition, erosion, or scour that may be associated with normal flow and any expected storm flows.*

*Construction shall include the use of an appropriately sized riprap outlet protection apron at the outfall site.*

*Part I G.2. The permittee shall maintain the hydrology downstream of the pond during the initial filling of the pond following construction by allowing, at a minimum, thirty percent of the estimated mean annual flow to be by-passed.*



#### Storz Connections

##### Function

- Used as auxiliary connections through which the fire department can pump water to supplement existing water supplies

##### Features/Components

###### Straight and 30° Angle Pattern Adapters

- Locking Storz Inlet x Female NPT outlet, forged aluminum with powder coat finish
- Optional Components:
  - Identification plate - refer to Models 6454/6456 (page 64)
  - Storz caps - refer below

###### Free-Standing Types

- Straight pattern Storz adapter with Storz cap, forged aluminum with powder coat finish and galvanized steel elbow.
- Components:
  - Brass identification plate lettered as required ("Auto Spkr", "Standpipe", or "Auto Spkr & Standpipe") and 18" high cover sleeve
  - Rough chrome plated" finish

\*Optional polished chrome plated finish, add suffix **5** to model no.

Straight Model No.	30° Angle Model No.	Free-Standing	Size
6614	6624	6634	4" NPT x 4" Storz
6615	6625	6635	4" NPT x 5" Storz
6616	6626	6636	4" NPT x 6" Storz
6617	6627	6637	6" NPT x 4" Storz
6619	6629	6639	8" NPT x 6" Storz

##### Storz Caps

- Blind cap with securing wire or chain, forged aluminum with powder coat finish.

Model 6644	4" Storz	Model 6645	5" Storz	Model 6646	6" Storz
------------	----------	------------	----------	------------	----------

#### Dry Hydrants

##### Function

- Provides a fire water supply in rural settings where pressurized water systems are insufficient or unavailable

##### Features/Components

- Assemblies include hose thread adapter and strainer constructed of hard-coated aluminum and schedule 40 PVC 6" 90° elbow
- Caps (optional) are hard-coated aluminum

Assembly Model No.	Size	Assembly Model No.	Size
6664	6" PVC x 4 1/2" male NST	6674	4 1/2" NST
6665	6" PVC x 5" male NST	6675	5" NST
6667	6" PVC x 6" male NST	6677	6" NST

##### PVC Suction Strainers

Horizontal	Vertical (Barrel)
• Model 6686 6"	• Model 6688 6"
• Model 6687 8"	• Model 6689 6"

##### Straight Pattern



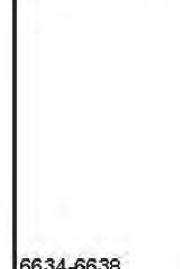
6614-6619

##### 30° Angle Pattern



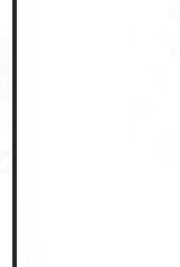
6624-6629

##### Free-Standing Type



6634-6639

##### Storz Cap



6644-6646

##### Dry Hydrant



6664/6674

##### Strainer



6686/6687

STORZ FREE-STANDING FIRE DEPARTMENT CONNECTION FREE STANDING MODEL #6617 (SEE DETAIL THIS SHEET)

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## CONSTRUCTION SPECIFICATIONS & DETAILS WARRENTON RECREATIONAL FACILITY

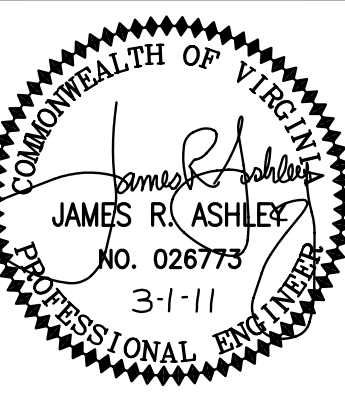
CARSON ASHLEY

ENGINEERS • SURVEYORS • PLANNERS



Court • Suite 200 • Warrenton, Virginia 20186  
410 Rosedale Phone: (540) 347-9191 • Fax: (540) 349-1905  
www.carson-ashley.com

FAUQUIER COUNTY, VIRGINIA  
TOWN OF WARRENTON



DESIGNED BY:  
RA

DATE:  
2/16/2011

SCALE:  
AS SHOWN

SHEET 6

OF 13



**Attachment B**

**Turfgrass Management Map**



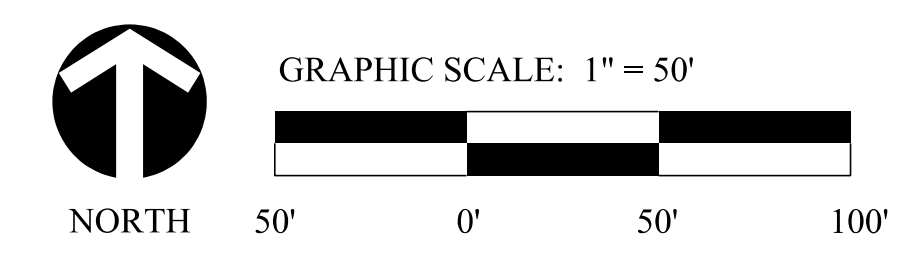


**SITE DATA:**  
TOTAL PROJECT AREA = 65.44 +/- AC  
TOTAL WETLANDS = 0.002 +/- AC  
TOTAL STREAMS = 0.26 +/- AC (1,843 +/- LF)

**LEGEND:**

- STREAM
- TURFGRASS MANAGEMENT AREAS
- NO CHEMICAL APPLICATION ZONE

- NOTES:
1. BASEMAP AND SITE PLAN COMPILED FROM DATA PROVIDED BY RICHMOND - BURY ENGINEERS, INC. AND CARSON, ASHELY & ASSOCIATES, LLC.
  2. WETLAND DELINEATION WAS CONDUCTED BY ANGLER ENVIRONMENTAL IN ACCORDANCE WITH THE THREE-PARAMETER ROUTINE WETLAND DETERMINATION APPROACH OUTLINED IN THE 1987 CORPS OF ENGINEERS WETLAND DELINEATION MANUAL.
  3. THE JURISDICTIONAL DETERMINATION FOR THIS PROJECT WAS ORIGINALLY APPROVED BY THE U.S. ARMY CORPS OF ENGINEERS (PROJECT #03-R52252) BY LETTER DATED 12/08/03. RE-VERIFICATION OF THIS DELINEATION WAS PROVIDED BY THE CORPS VIA EMAIL DATED 08/30/10.
  4. LOCATION OF WETLAND AND STREAM LIMITS IN AND ADJACENT TO PROPOSED IMPACT AREAS SURVEY LOCATED BY RICHMOND - BURY ENGINEERS, INC.



PROJECT: WARRENTON AQUATIC AND RECREATION FACILITY  
APPLICANT: TOWN OF WARRENTON

## TURFGRASS MANAGEMENT

TOWN OF WARRENTON, VIRGINIA

PROJECT MANAGER:	PP
DESIGNED:	PP
DRAWN:	EJT
JOB NUMBER:	1361
DESIGN FILE:	1361-TURF MANAGEMENT .DGN
DATE:	2/23/11
REVISIONS:	



CORPORATE | 12811 RANDOLPH RIDGE LANE, MANASSAS, VIRGINIA 20109  
P: 703.393.4844 | F: 703.392.2934  
RICHMOND | 1106 NORTH THOMPSON STREET, RICHMOND, VIRGINIA 23221  
P: 804.353.6017 | F: 804.353.6018



## **Attachment C**

### **Water Budget Tables and Graphs**

**TABLE 1**  
**Warrenton Aquatics and Recreation Center**  
**Average Daily Rainfall Contributing to Athletic Fields**

	January (in)	February (in)	March (in)	April (in)	May (in)	June (in)	July (in)	August (in)	September (in)	October (in)	November (in)	December (in)
<b>1980</b>	0.11	0.04	0.16	0.15	0.12	0.04	0.10	0.07	0.06	0.07	0.17	0.02
<b>1981</b>	0.01	0.17	0.03	0.08	0.11	0.14	0.22	0.25	0.06	0.12	0.02	0.08
<b>1982</b>	0.10	0.18	0.09	0.14	0.09	0.23	0.07	0.17	0.11	0.08	0.07	0.13
<b>1983</b>	0.06	0.13	0.16	0.33	0.16	0.03	0.11	0.03	0.12	0.21	0.17	0.24
<b>1984</b>	0.04	0.19	0.21	0.15	0.12	0.06	0.16	0.27	0.06	0.11	0.18	0.06
<b>1985</b>	0.07	0.08	0.05	0.05	0.21	0.04	0.07	0.09	0.08	0.29	0.12	0.02
<b>1986</b>	0.10	0.08	0.08	0.07	0.06	0.06	0.24	0.16	0.00	0.10	0.16	0.12
<b>1987</b>	0.12	0.07	0.11	0.15	0.18	0.07	0.05	0.00	0.03	0.03	0.20	0.02
<b>1988</b>	0.09	0.06	0.09	0.12	0.10	0.03	0.08	0.11	0.04	0.09	0.11	0.08
<b>1989</b>	0.06	0.11	0.12	0.31	0.22	0.25	0.14	0.03	0.23	0.14	0.07	0.06
<b>1990</b>	0.10	0.06	0.15	0.10	0.18	0.11	0.17	0.11	0.08	0.19	0.11	0.13
<b>1991</b>	0.08	0.06	0.12	0.07	0.08	0.14	0.10	0.12	0.15	0.04	0.18	0.13
<b>1992</b>	0.04	0.13	0.08	0.16	0.14	0.11	0.23	0.16	0.10	0.10	0.12	0.22
<b>1993</b>	0.06	0.21	0.20	0.16	0.14	0.06	0.10	0.05	0.08	0.08	0.26	0.12
<b>1994</b>	0.10	0.21	0.16	0.09	0.05	0.12	0.26	0.31	0.07	0.05	0.09	0.08
<b>Average</b>	<b>0.08</b>	<b>0.12</b>	<b>0.12</b>	<b>0.14</b>	<b>0.13</b>	<b>0.10</b>	<b>0.14</b>	<b>0.13</b>	<b>0.08</b>	<b>0.11</b>	<b>0.14</b>	<b>0.10</b>



**TABLE 2**  
**Warrenton Aquatics and Recreation Center**  
**Summary of Irrigation Demands**

	January (mg)	February (mg)	March (mg)	April (mg)	May (mg)	June (mg)	July (mg)	August (mg)	September (mg)	October (mg)	November (mg)	December (mg)	Total (mg)
<b>1980</b>	0.01	0.00	0.07	0.28	0.99	1.28	1.88	1.79	1.24	0.57	0.10	0.00	8.20
<b>1981</b>	0.01	0.02	0.19	0.45	0.75	0.87	1.44	1.40	0.84	0.39	0.27	0.01	6.65
<b>1982</b>	0.01	0.01	0.14	0.31	1.10	0.72	1.78	1.17	1.09	0.61	0.36	0.06	7.36
<b>1983</b>	0.01	0.02	0.20	0.24	0.78	1.68	1.54	2.35	1.62	0.54	0.14	0.01	9.12
<b>1984</b>	0.01	0.02	0.08	0.32	0.77	1.91	0.92	1.53	1.13	0.68	0.10	0.06	7.53
<b>1985</b>	0.00	0.03	0.38	0.88	0.85	1.37	1.68	1.85	0.96	0.33	0.28	0.01	8.61
<b>1986</b>	0.01	0.00	0.46	0.80	1.21	1.42	1.15	1.02	1.54	0.42	0.07	0.01	8.11
<b>1987</b>	0.01	0.02	0.18	0.63	1.01	1.64	1.69	0.00	0.05	0.56	0.17	0.00	5.95
<b>1988</b>	0.02	0.01	0.35	0.33	1.02	2.03	1.85	1.68	0.99	0.35	0.13	0.00	8.78
<b>1989</b>	0.02	0.00	0.32	0.40	1.15	0.93	1.53	1.52	0.63	0.59	0.06	0.00	7.16
<b>1990</b>	0.04	0.02	0.44	0.71	0.83	1.43	1.34	1.39	0.73	0.56	0.22	0.02	7.71
<b>1991</b>	0.02	0.01	0.22	0.62	1.39	1.73	1.65	1.61	1.03	0.51	0.08	0.01	8.89
<b>1992</b>	0.01	0.03	0.15	0.44	0.87	1.11	0.99	1.32	0.61	0.31	0.03	0.01	5.88
<b>1993</b>	0.01	0.01	0.12	0.61	0.88	1.51	2.20	1.71	0.34	0.12	0.11	0.00	7.63
<b>1994</b>	0.01	0.02	0.08	0.35	0.98	1.27	0.81	1.19	0.87	0.54	0.25	0.02	6.38
<b>Average</b>	<b>0.01</b>	<b>0.01</b>	<b>0.23</b>	<b>0.49</b>	<b>0.97</b>	<b>1.39</b>	<b>1.50</b>	<b>1.44</b>	<b>0.91</b>	<b>0.47</b>	<b>0.16</b>	<b>0.01</b>	<b>7.60</b>

**TABLE 3**  
**Warrenton Aquatics and Recreation Center**  
**Yearly Summary**  
**Online Pond with MIF**

	<b>Demand (mg)</b>	<b>Useable Runoff (mg)</b>	<b>Well Use (mg)</b>	<b>Stream Use (mg)</b>	<b>Effluent Use (mg)</b>	<b>Municipal Use (mg)</b>	<b>Deficit (mg)</b>	<b>Lake Withdrawal (mg)</b>	<b>Max Drawdown (ft)</b>
<b>1980</b>	8.20	4.56	0.00	0.00	0.00	0.00	1.64	6.45	6.02
<b>1981</b>	6.65	7.80	0.00	0.00	0.00	0.00	2.33	7.14	6.02
<b>1982</b>	7.36	12.90	0.00	0.00	0.00	0.00	0.43	6.55	6.02
<b>1983</b>	9.12	9.65	0.00	0.00	0.00	0.00	2.76	5.08	6.02
<b>1984</b>	7.53	8.66	0.00	0.00	0.00	0.00	0.00	4.53	2.59
<b>1985</b>	8.61	8.65	0.00	0.00	0.00	0.00	2.89	6.55	6.02
<b>1986</b>	8.11	7.33	0.00	0.00	0.00	0.00	3.66	5.02	6.02
<b>1987</b>	5.95	9.35	0.00	0.00	0.00	0.00	0.00	5.67	6.02
<b>1988</b>	8.78	3.80	0.00	0.00	0.00	0.00	2.20	5.45	6.02
<b>1989</b>	7.16	12.99	0.00	0.00	0.00	0.00	0.00	3.09	6.02
<b>1990</b>	7.71	9.63	0.00	0.00	0.00	0.00	0.00	4.75	4.03
<b>1991</b>	8.89	5.28	0.00	0.00	0.00	0.00	2.66	6.23	6.02
<b>1992</b>	5.88	10.09	0.00	0.00	0.00	0.00	0.00	1.79	4.80
<b>1993</b>	7.63	9.01	0.00	0.00	0.00	0.00	0.71	5.18	6.02
<b>1994</b>	6.38	6.56	0.00	0.00	0.00	0.00	0.00	1.31	0.53
<b>Average</b>	<b>7.60</b>	<b>8.42</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.29</b>	<b>4.99</b>	<b>5.21</b>

**TABLE 4**  
**Warrenton Aquatics and Recreation Center**  
**Monthly Irrigation Deficits**  
**Online Pond with MIF**

	January (mg)	February (mg)	March (mg)	April (mg)	May (mg)	June (mg)	July (mg)	August (mg)	September (mg)	October (mg)	November (mg)	December (mg)
<b>1980</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.02	0.55	0.08	0.00
<b>1981</b>	0.01	0.00	0.00	0.00	0.00	0.00	0.00	1.08	0.84	0.37	0.05	0.00
<b>1982</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.23	0.20	0.00
<b>1983</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.74	1.62	0.40	0.00	0.00
<b>1984</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>1985</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.67	0.96	0.26	0.00	0.00
<b>1986</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.63	1.02	1.54	0.42	0.05	0.00
<b>1987</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>1988</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.81	0.99	0.35	0.05	0.00
<b>1989</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>1990</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>1991</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.03	1.03	0.51	0.08	0.01
<b>1992</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>1993</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.17	0.31	0.12	0.10	0.00
<b>1994</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Average</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.04</b>	<b>0.43</b>	<b>0.55</b>	<b>0.21</b>	<b>0.04</b>	<b>0.00</b>

**TABLE 5**  
**Warrenton Aquatics and Recreation Center**  
**Monthly Irrigation Withdrawals**  
**Online Pond with MIF**

	January (mg)	February (mg)	March (mg)	April (mg)	May (mg)	June (mg)	July (mg)	August (mg)	September (mg)	October (mg)	November (mg)	December (mg)
<b>1980</b>	0.00	0.00	0.00	0.00	0.00	0.25	1.97	3.04	0.33	0.20	0.10	0.57
<b>1981</b>	0.30	0.04	0.02	0.35	0.41	1.28	2.92	0.87	0.03	0.04	0.80	0.08
<b>1982</b>	0.01	0.00	0.00	0.00	0.37	0.00	1.03	1.75	2.46	0.81	0.11	0.00
<b>1983</b>	0.00	0.00	0.00	0.00	0.00	0.09	2.07	2.74	0.00	0.16	0.01	0.00
<b>1984</b>	0.00	0.00	0.00	0.00	0.00	0.56	1.01	0.75	1.39	0.74	0.09	0.00
<b>1985</b>	0.00	0.00	0.00	0.14	0.92	1.91	3.22	0.34	0.00	0.02	0.00	0.00
<b>1986</b>	0.00	0.00	0.00	0.00	0.27	2.95	1.64	0.00	0.00	0.00	0.13	0.02
<b>1987</b>	0.00	0.00	0.00	0.00	0.00	0.26	2.37	2.05	0.28	0.50	0.22	0.00
<b>1988</b>	0.00	0.00	0.00	0.00	0.00	0.94	2.63	1.37	0.00	0.00	0.44	0.07
<b>1989</b>	0.08	0.33	0.01	0.00	0.00	0.03	0.20	1.25	1.08	0.11	0.00	0.00
<b>1990</b>	0.00	0.00	0.00	0.00	0.00	0.30	0.64	1.42	1.67	0.72	0.00	0.00
<b>1991</b>	0.00	0.00	0.00	0.00	0.36	1.08	2.72	1.37	0.00	0.00	0.08	0.62
<b>1992</b>	0.00	0.02	0.00	0.00	0.00	0.06	0.83	0.70	0.14	0.03	0.00	0.00
<b>1993</b>	0.00	0.00	0.00	0.00	0.00	0.17	2.05	2.87	0.02	0.00	0.06	0.00
<b>1994</b>	0.00	0.00	0.00	0.00	0.01	0.55	0.47	0.00	0.03	0.19	0.05	0.00
<b>Average</b>	<b>0.03</b>	<b>0.03</b>	<b>0.00</b>	<b>0.03</b>	<b>0.16</b>	<b>0.70</b>	<b>1.72</b>	<b>1.37</b>	<b>0.50</b>	<b>0.24</b>	<b>0.14</b>	<b>0.09</b>

**TABLE 6**  
**Warrenton Aquatics and Recreation Center**  
**Yearly Summary**  
**Offline Pond with Stream Contribution**

	<b>Demand (mg)</b>	<b>Useable Runoff (mg)</b>	<b>Well Use (mg)</b>	<b>Stream Use (mg)</b>	<b>Effluent Use (mg)</b>	<b>Municipal Use (mg)</b>	<b>Deficit (mg)</b>	<b>Lake Withdrawal (mg)</b>	<b>Max Drawdown (ft)</b>
<b>1980</b>	8.20	0.00	0.00	1.54	0.00	0.00	0.16	5.04	7.82
<b>1981</b>	6.65	0.00	0.00	0.73	0.00	0.00	1.14	4.62	7.82
<b>1982</b>	7.36	0.00	0.00	2.02	0.00	0.00	0.00	3.32	6.74
<b>1983</b>	9.12	0.00	0.00	1.78	0.00	0.00	1.64	4.73	7.82
<b>1984</b>	7.53	0.00	0.00	2.70	0.00	0.00	0.00	2.14	0.67
<b>1985</b>	8.61	0.00	0.00	1.33	0.00	0.00	1.92	4.98	7.82
<b>1986</b>	8.11	0.00	0.00	1.28	0.00	0.00	3.27	3.92	7.82
<b>1987</b>	5.95	0.00	0.00	2.17	0.00	0.00	0.00	1.52	4.18
<b>1988</b>	8.78	0.00	0.00	1.85	0.00	0.00	1.13	4.52	7.82
<b>1989</b>	7.16	0.00	0.00	3.05	0.00	0.00	0.00	1.07	7.24
<b>1990</b>	7.71	0.00	0.00	2.79	0.00	0.00	0.00	2.13	1.68
<b>1991</b>	8.89	0.00	0.00	1.76	0.00	0.00	1.81	4.46	7.82
<b>1992</b>	5.88	0.00	0.00	2.59	0.00	0.00	0.00	0.69	5.37
<b>1993</b>	7.63	0.00	0.00	2.17	0.00	0.00	0.20	3.19	7.82
<b>1994</b>	6.38	0.00	0.00	2.99	0.00	0.00	0.00	0.40	0.15
<b>Average</b>	<b>7.60</b>	<b>0.00</b>	<b>0.00</b>	<b>2.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.75</b>	<b>3.12</b>	<b>5.90</b>

**TABLE 7**  
**Warrenton Aquatics and Recreation Center**  
**Monthly Summary of Pond Drawdown**  
**Offline Pond with Stream Contribution**

	January (ft)	February (ft)	March (ft)	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	November (ft)	December (ft)
<b>1980</b>	0.00	0.00	0.00	0.00	0.00	0.04	0.90	3.47	7.58	7.82	7.82	7.82
<b>1981</b>	7.82	6.11	0.00	0.03	0.06	0.61	2.74	7.15	7.82	7.82	7.82	7.82
<b>1982</b>	7.82	4.07	0.00	0.00	0.11	0.00	0.37	0.97	4.38	3.92	7.14	3.19
<b>1983</b>	0.00	0.00	0.00	0.00	0.00	0.00	1.25	5.67	7.82	7.82	4.46	0.00
<b>1984</b>	0.00	0.00	0.00	0.00	0.00	0.08	0.41	0.57	0.67	0.58	0.01	0.00
<b>1985</b>	0.00	0.00	0.00	0.00	0.16	1.14	3.12	6.94	7.82	7.82	3.21	0.00
<b>1986</b>	0.00	0.00	0.00	0.00	0.02	2.44	4.77	6.93	7.82	7.82	7.82	7.24
<b>1987</b>	0.00	0.00	0.00	0.00	0.00	0.00	1.79	3.68	4.18	0.11	0.04	0.00
<b>1988</b>	0.00	0.00	0.00	0.00	0.00	0.20	2.14	5.53	7.82	7.82	7.82	7.22
<b>1989</b>	7.24	7.82	4.84	0.00	0.00	0.00	0.03	0.41	0.91	0.04	0.00	0.00
<b>1990</b>	0.00	0.00	0.00	0.00	0.00	0.07	0.14	0.37	1.17	1.68	0.00	0.00
<b>1991</b>	0.00	0.00	0.00	0.00	0.05	0.19	1.88	6.38	7.82	7.82	7.82	7.82
<b>1992</b>	5.60	0.74	0.00	0.00	0.00	0.00	0.21	0.10	0.03	0.00	0.00	0.00
<b>1993</b>	0.00	0.00	0.00	0.00	0.00	0.04	1.35	5.00	7.82	7.82	7.82	0.00
<b>1994</b>	0.00	0.00	0.00	0.00	0.00	0.15	0.12	0.00	0.00	0.00	0.00	0.00
<b>Average</b>	<b>1.90</b>	<b>1.25</b>	<b>0.32</b>	<b>0.00</b>	<b>0.03</b>	<b>0.33</b>	<b>1.41</b>	<b>3.54</b>	<b>4.91</b>	<b>4.59</b>	<b>4.12</b>	<b>2.74</b>

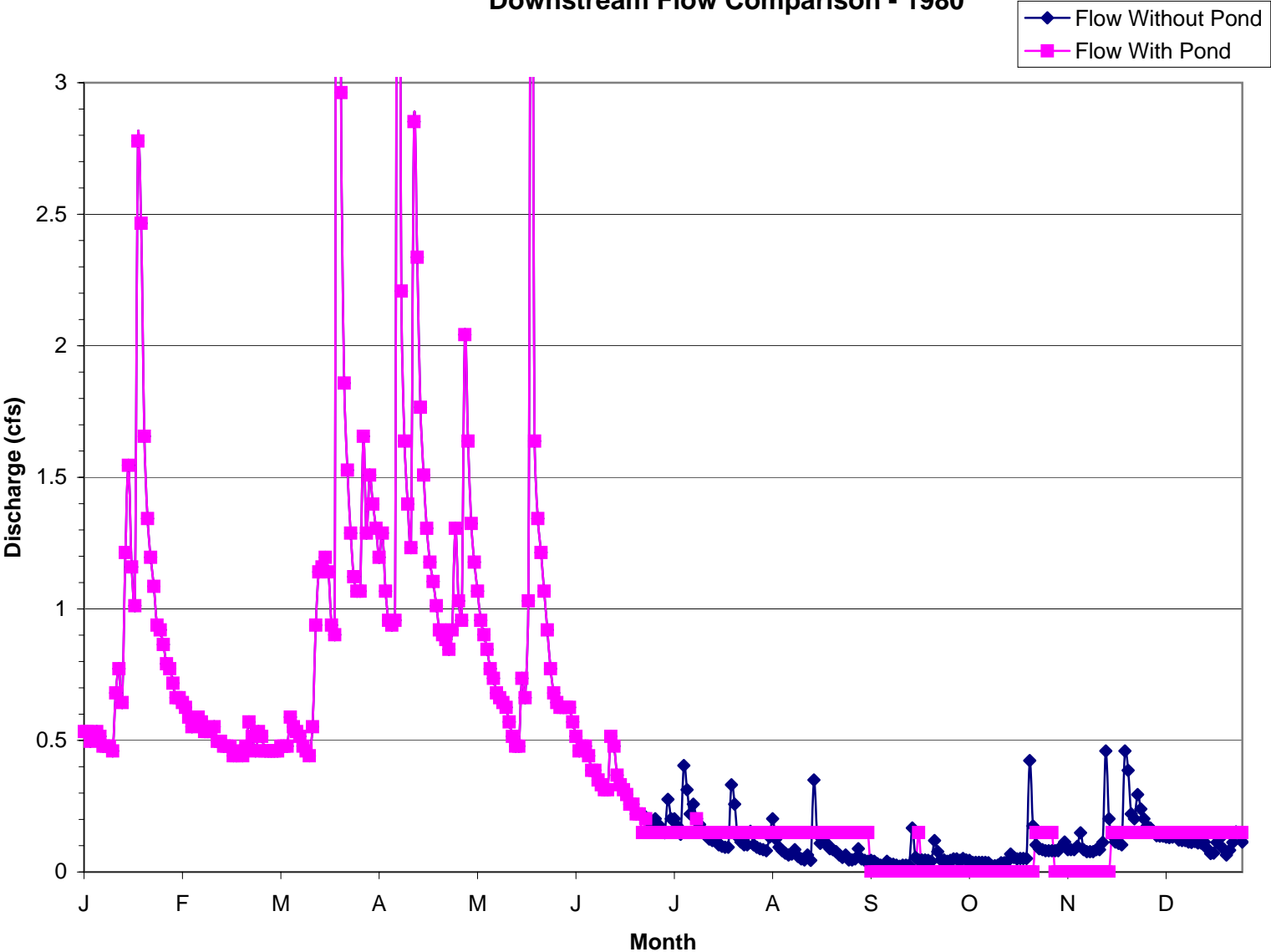
**TABLE 8**  
**Warrenton Aquatics and Recreation Center**  
**Mean Annual and Minimum Instream Flow**

	Mean Annual Flow (cfs)	Minimum Instream Flow (cfs)
1980	0.51	0.15
1981	0.17	0.05
1982	0.38	0.11
1983	0.68	0.20
1984	0.73	0.22
1985	0.40	0.12
1986	0.28	0.08
1987	0.50	0.15
1988	0.35	0.11
1989	0.35	0.11
1990	0.51	0.15
1991	0.36	0.11
1992	0.60	0.18
1993	0.71	0.21
1994	0.69	0.21
1995	0.59	0.18
1998	0.75	0.23
1999	0.34	0.10
2000	0.31	0.09
Average	0.49	0.15

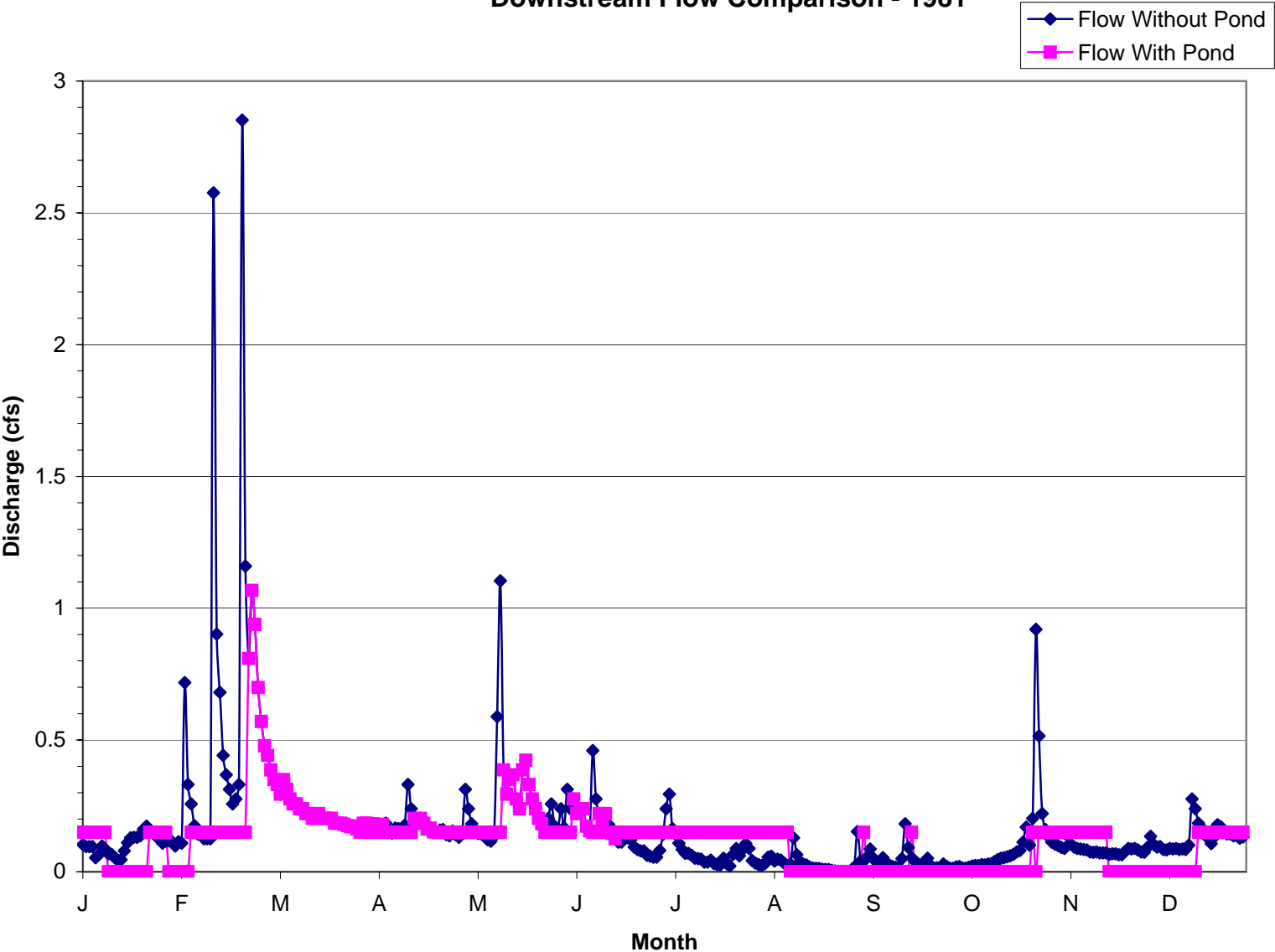




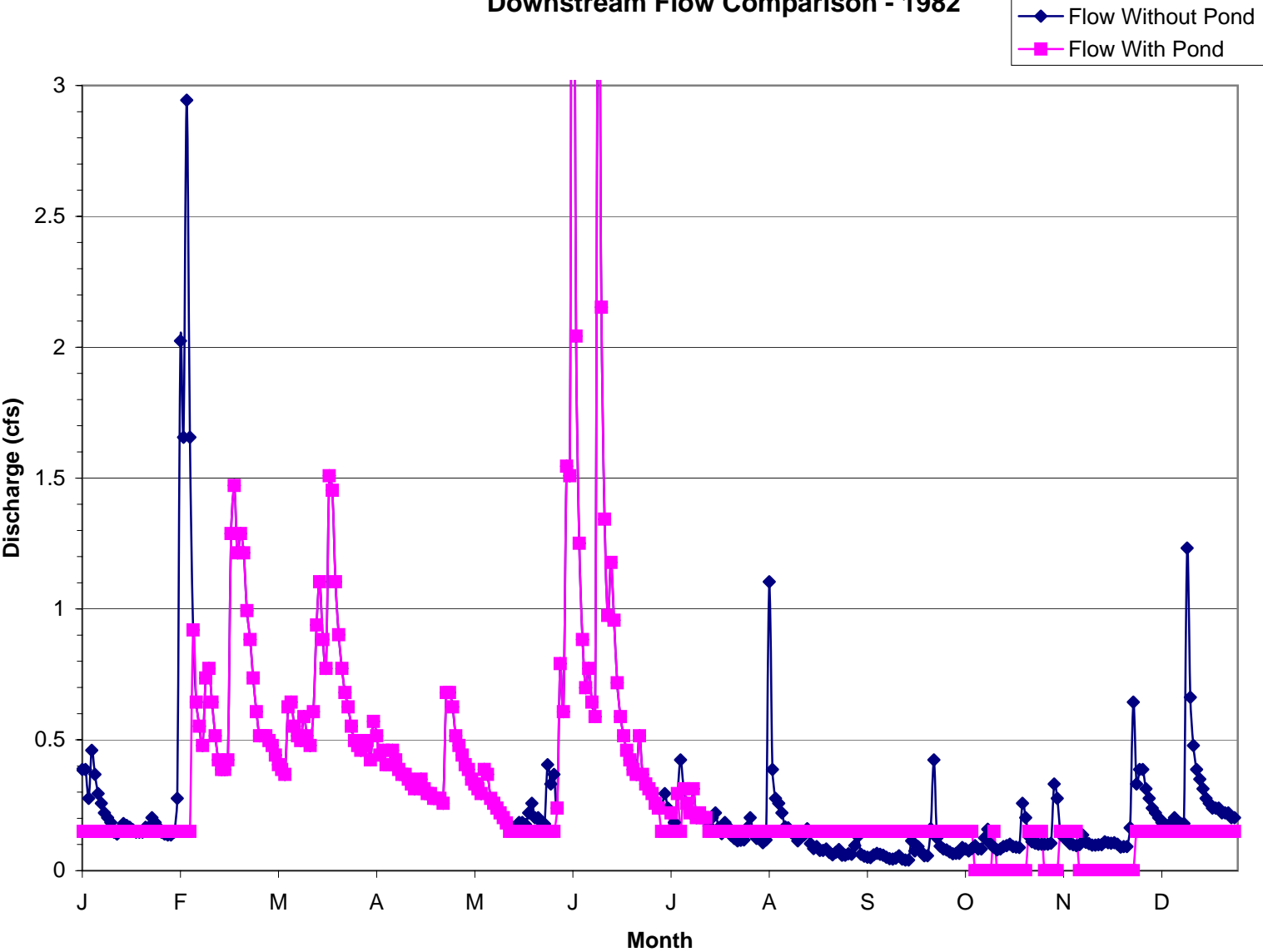
Downstream Flow Comparison - 1980



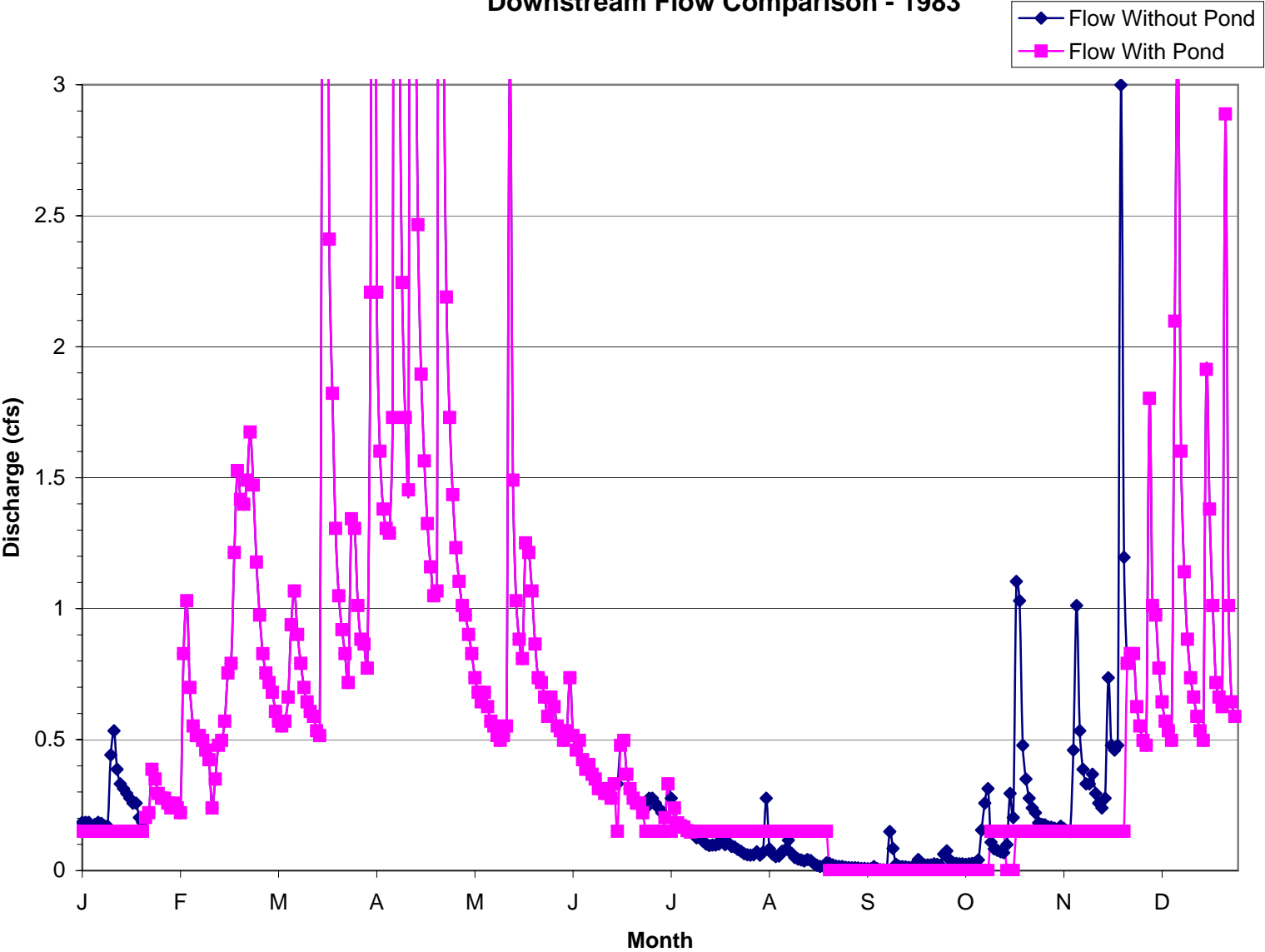
Downstream Flow Comparison - 1981



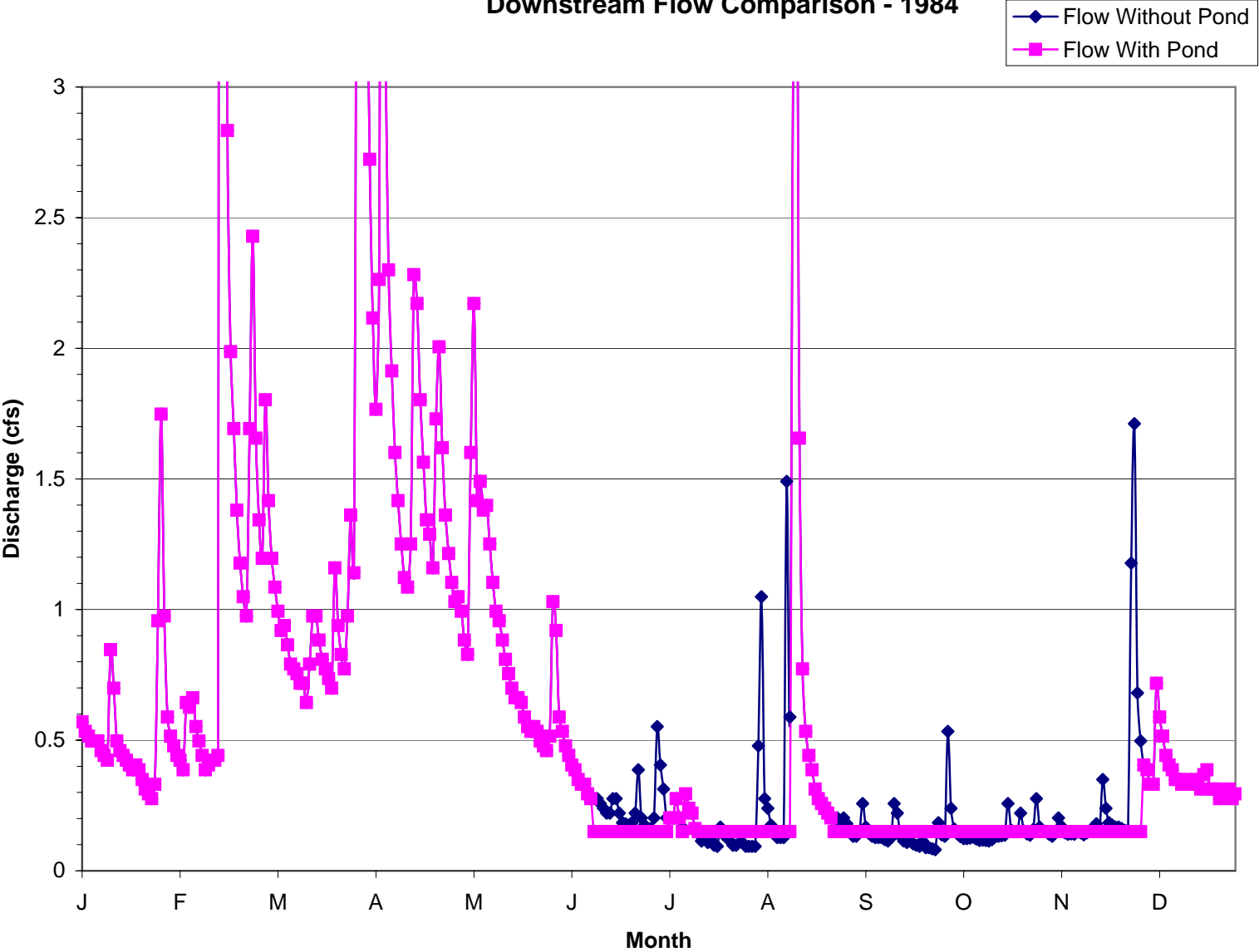
Downstream Flow Comparison - 1982



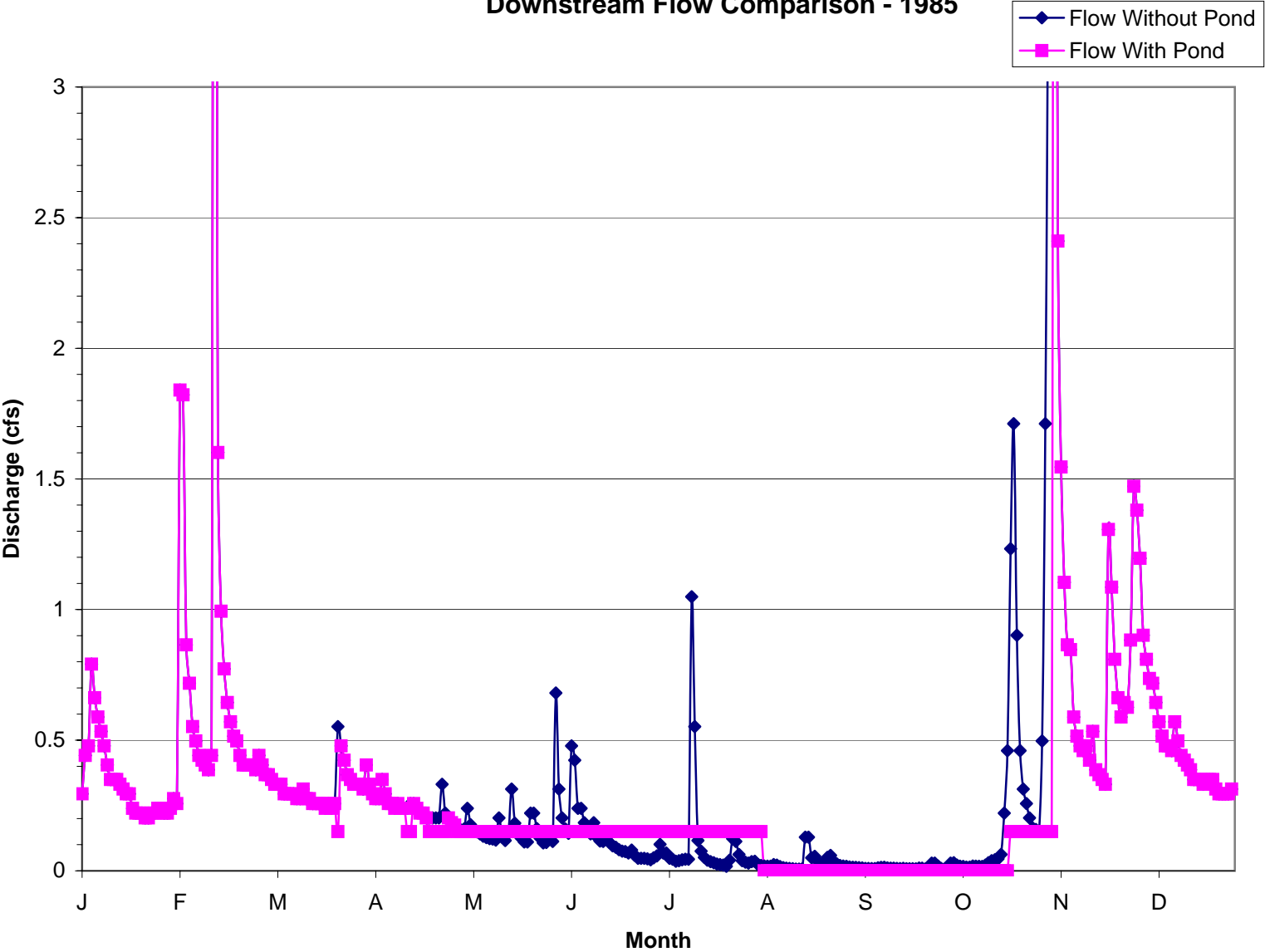
Downstream Flow Comparison - 1983



Downstream Flow Comparison - 1984

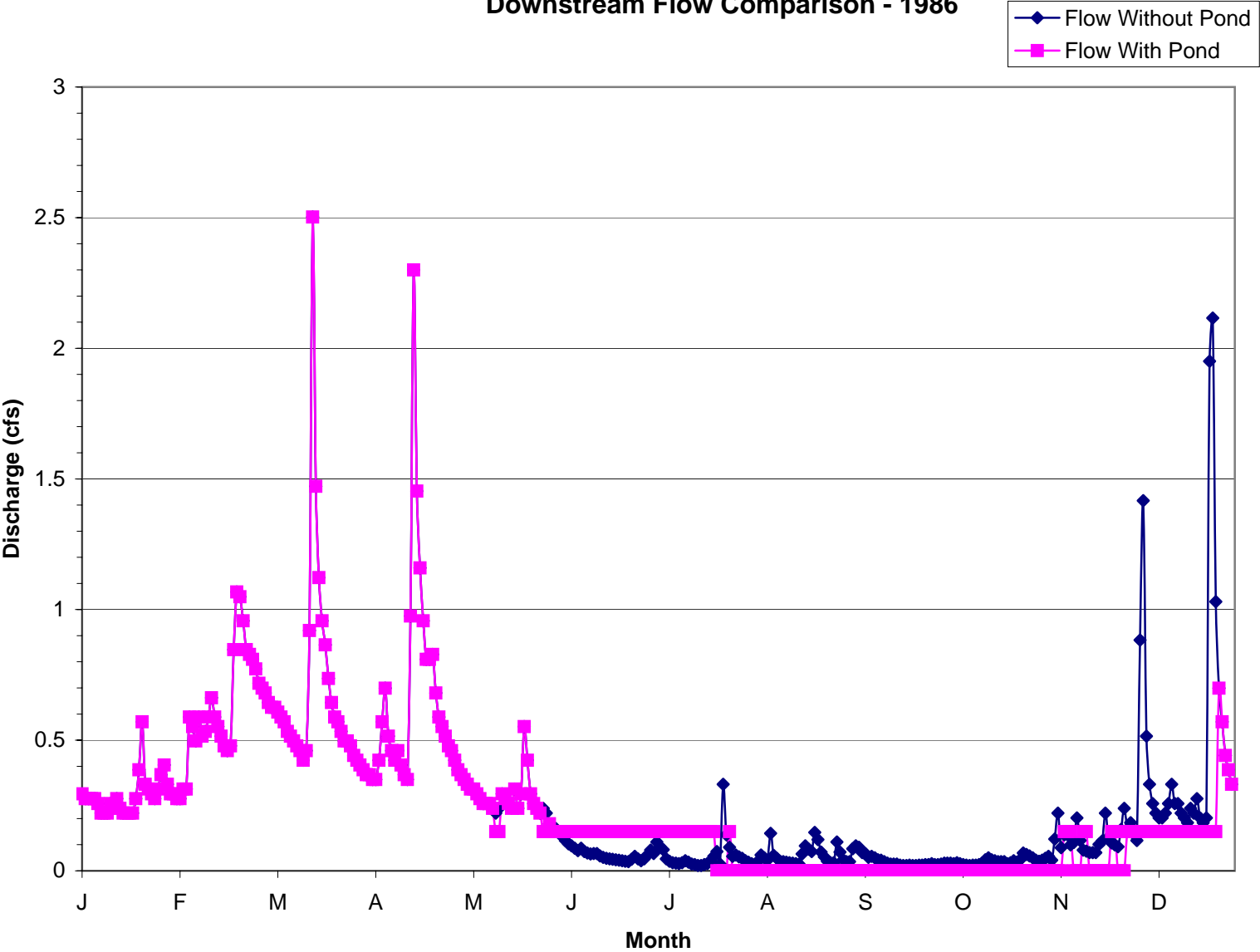


Downstream Flow Comparison - 1985

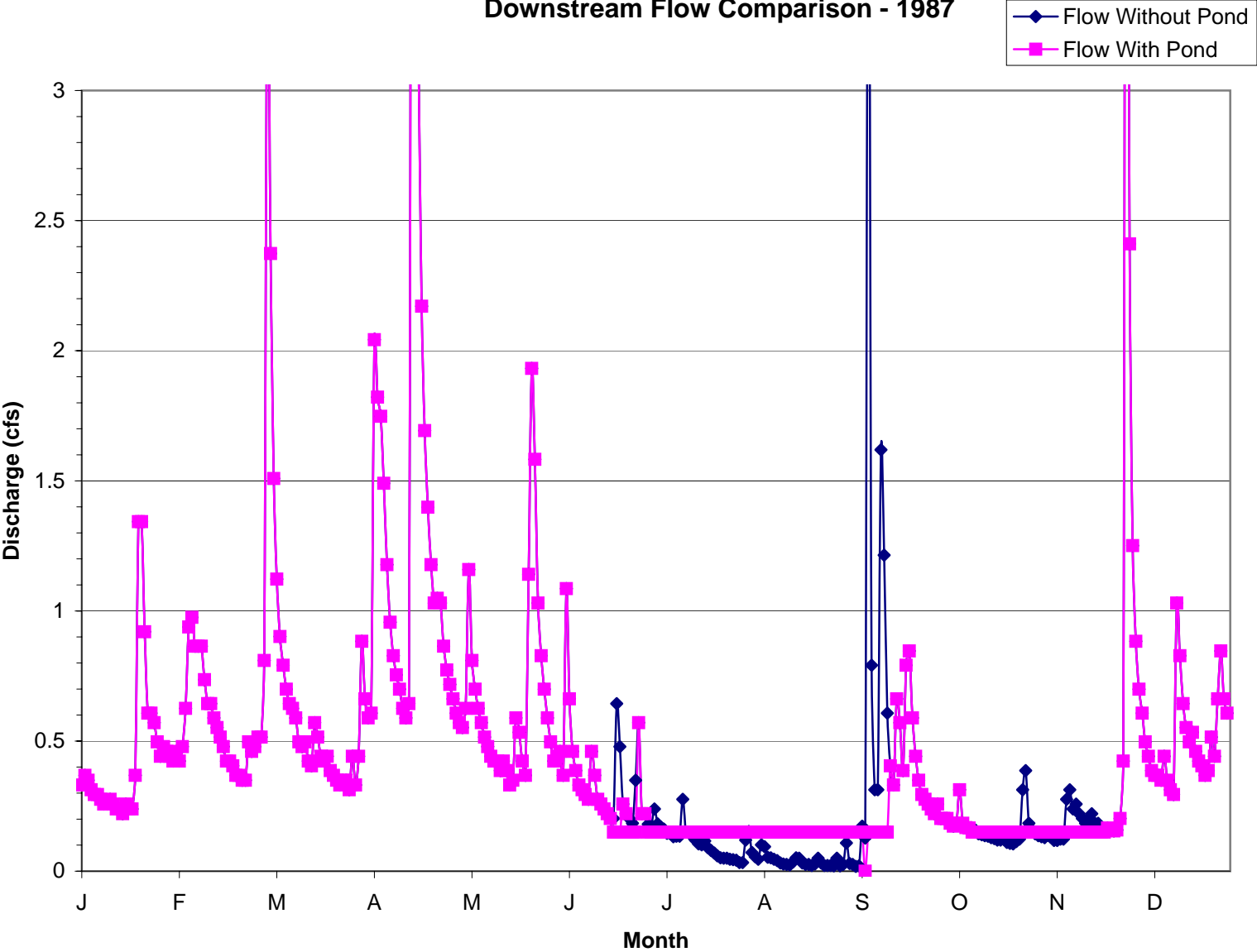




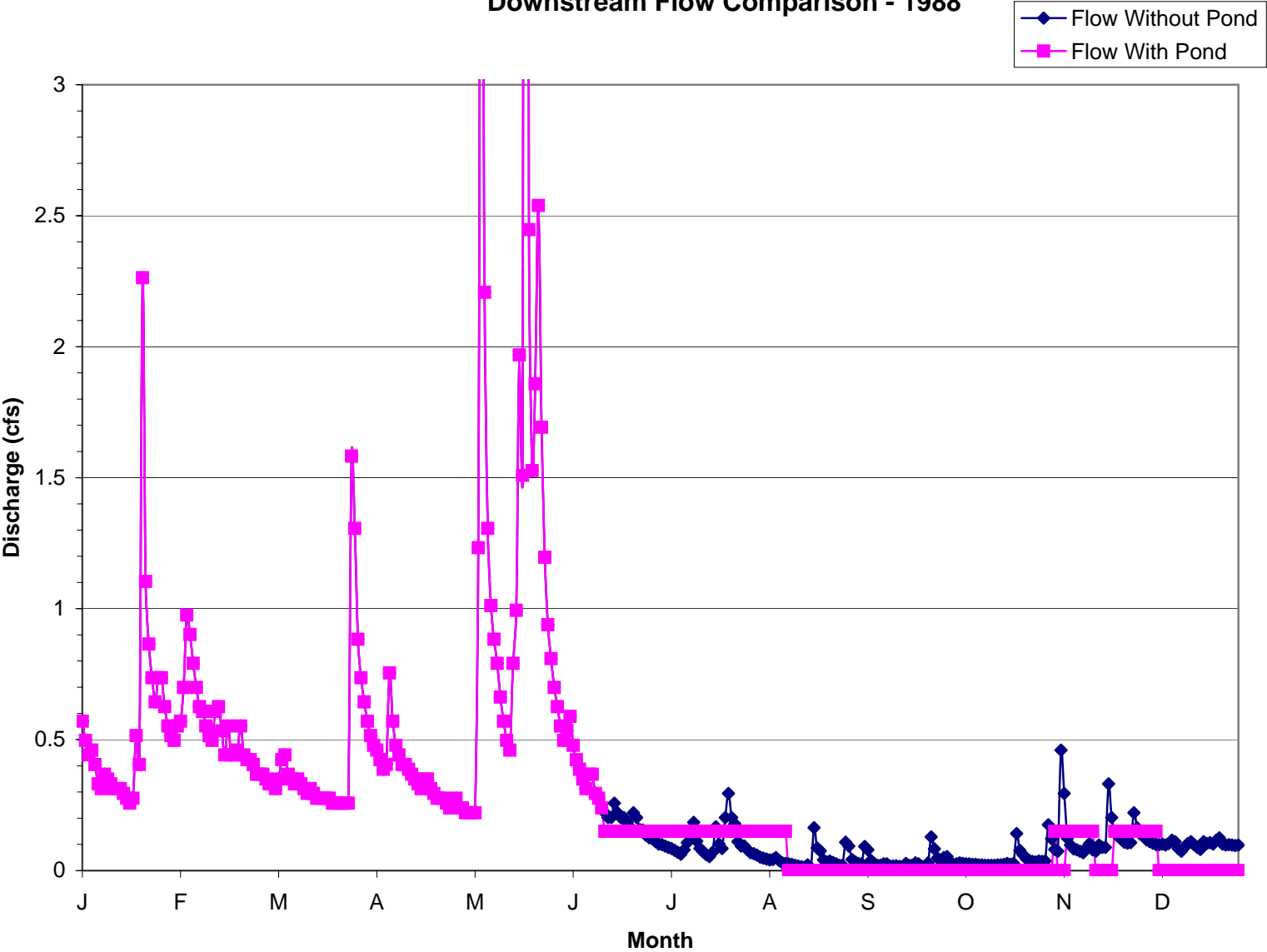
Downstream Flow Comparison - 1986



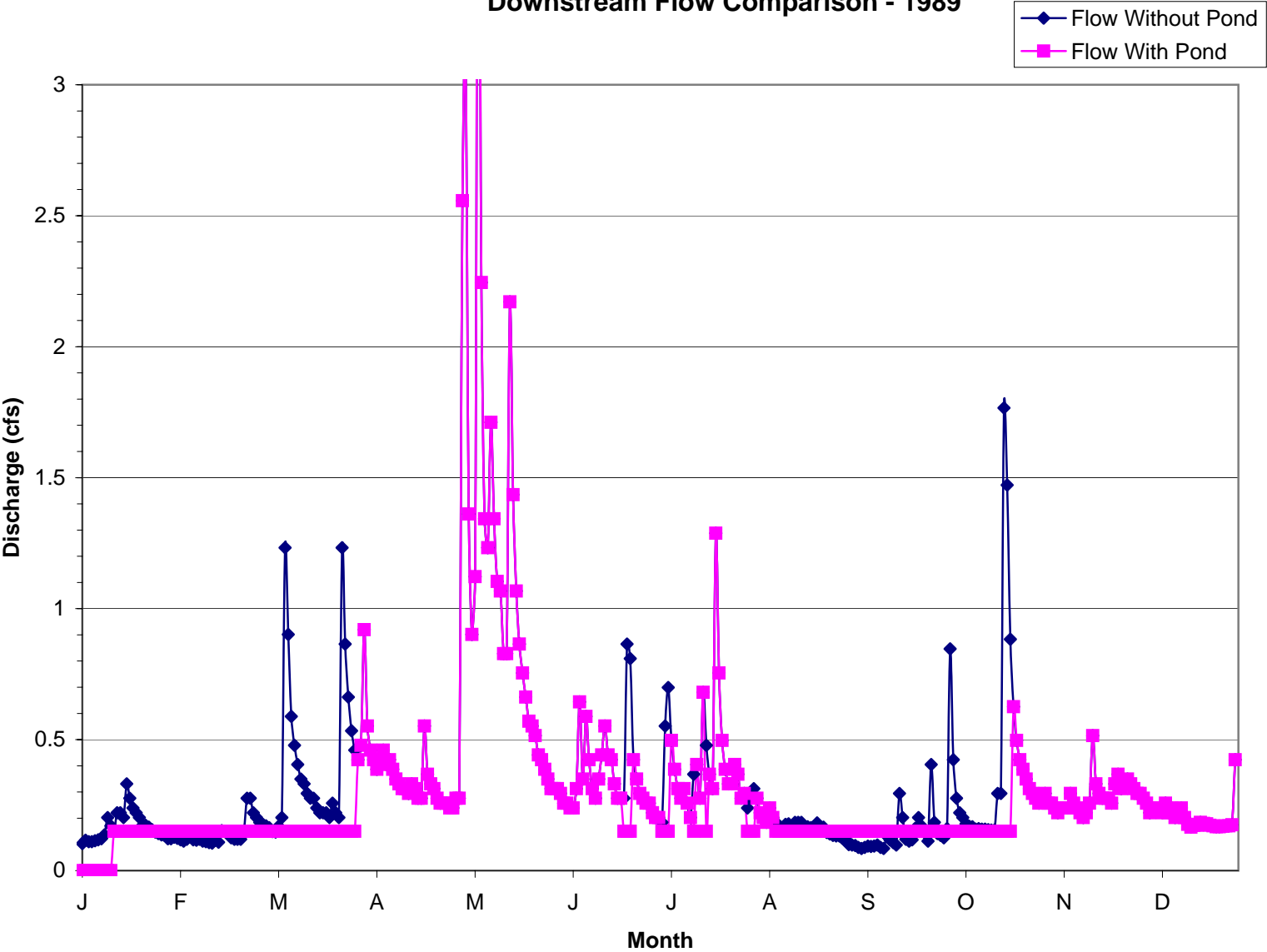
Downstream Flow Comparison - 1987



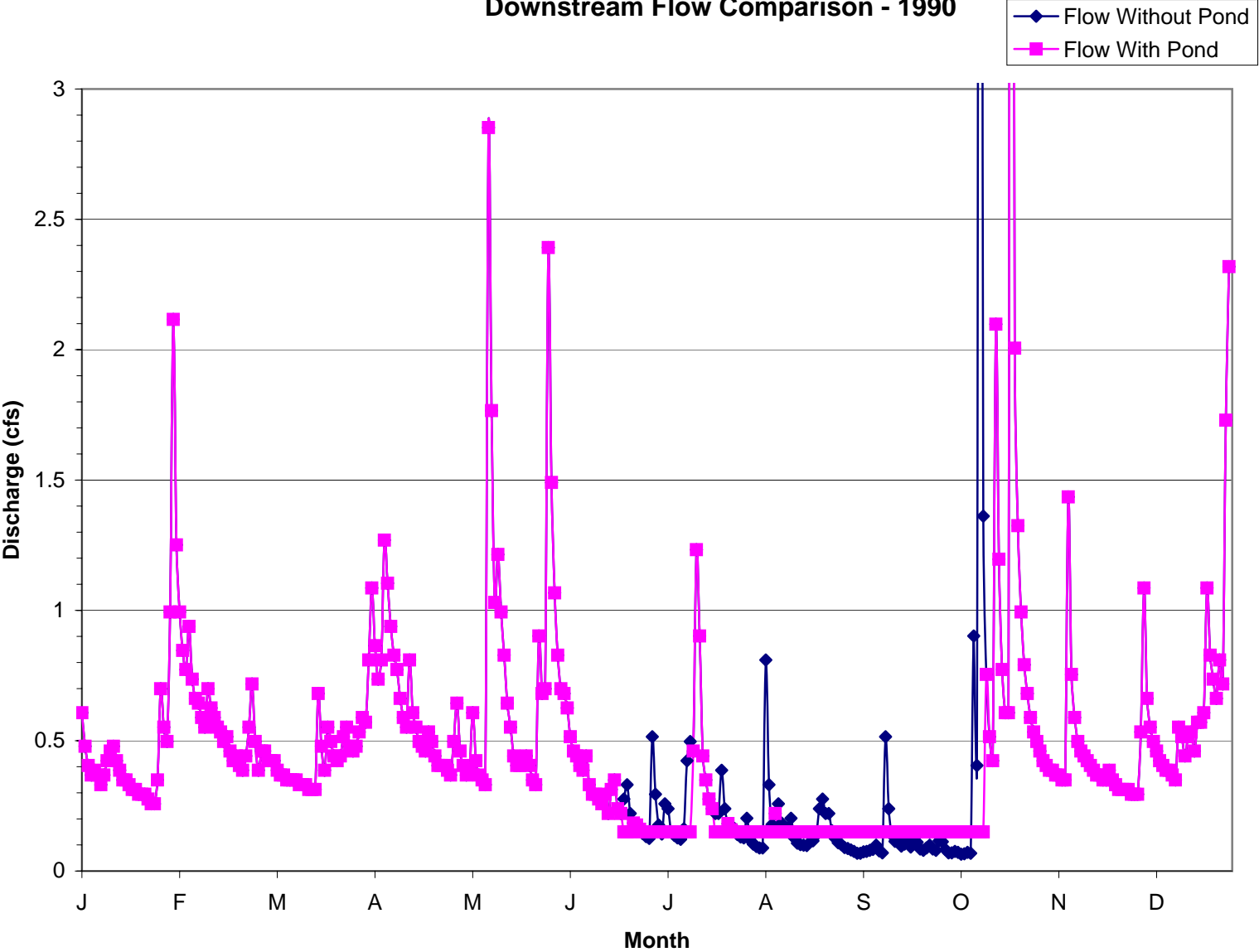
Downstream Flow Comparison - 1988



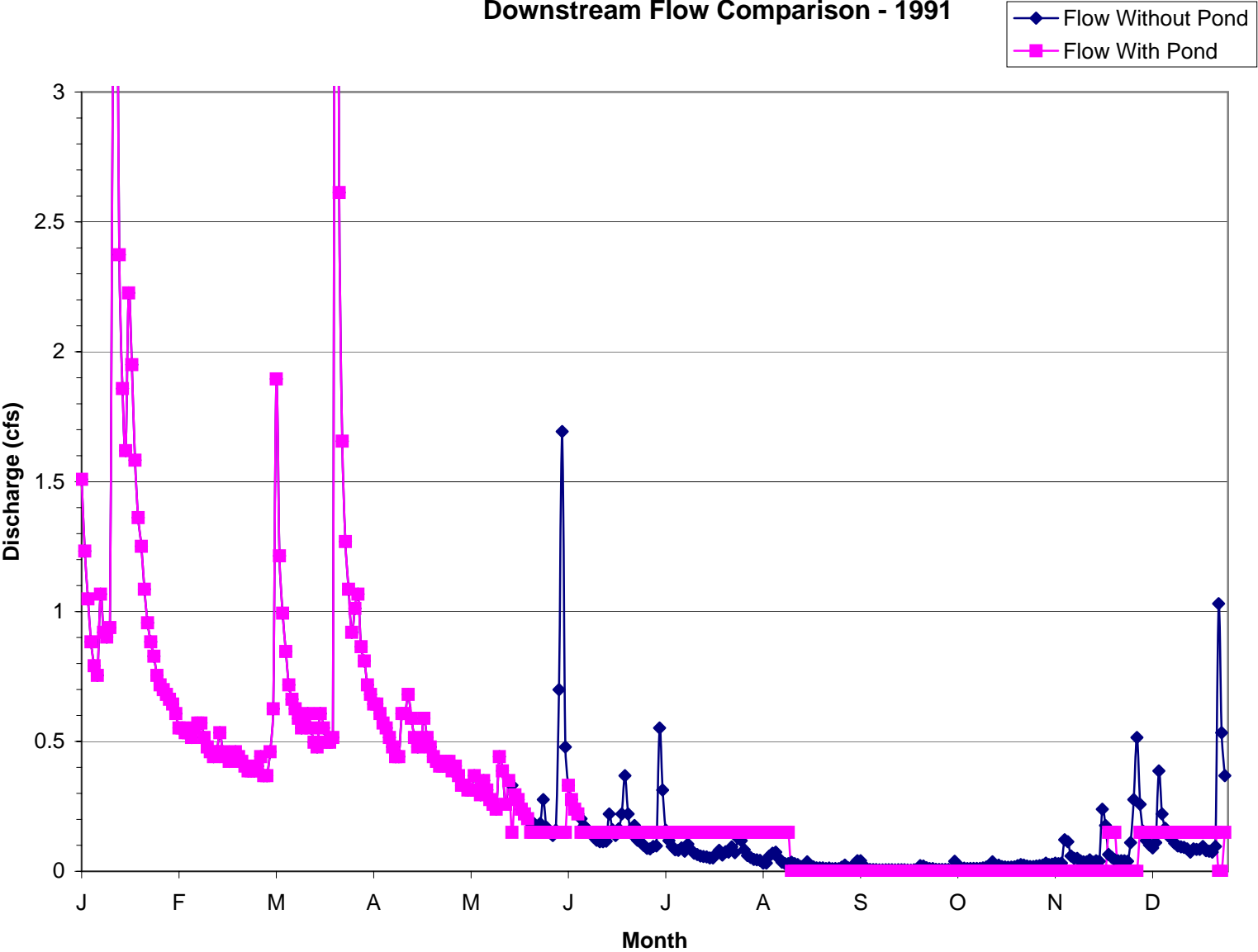
Downstream Flow Comparison - 1989



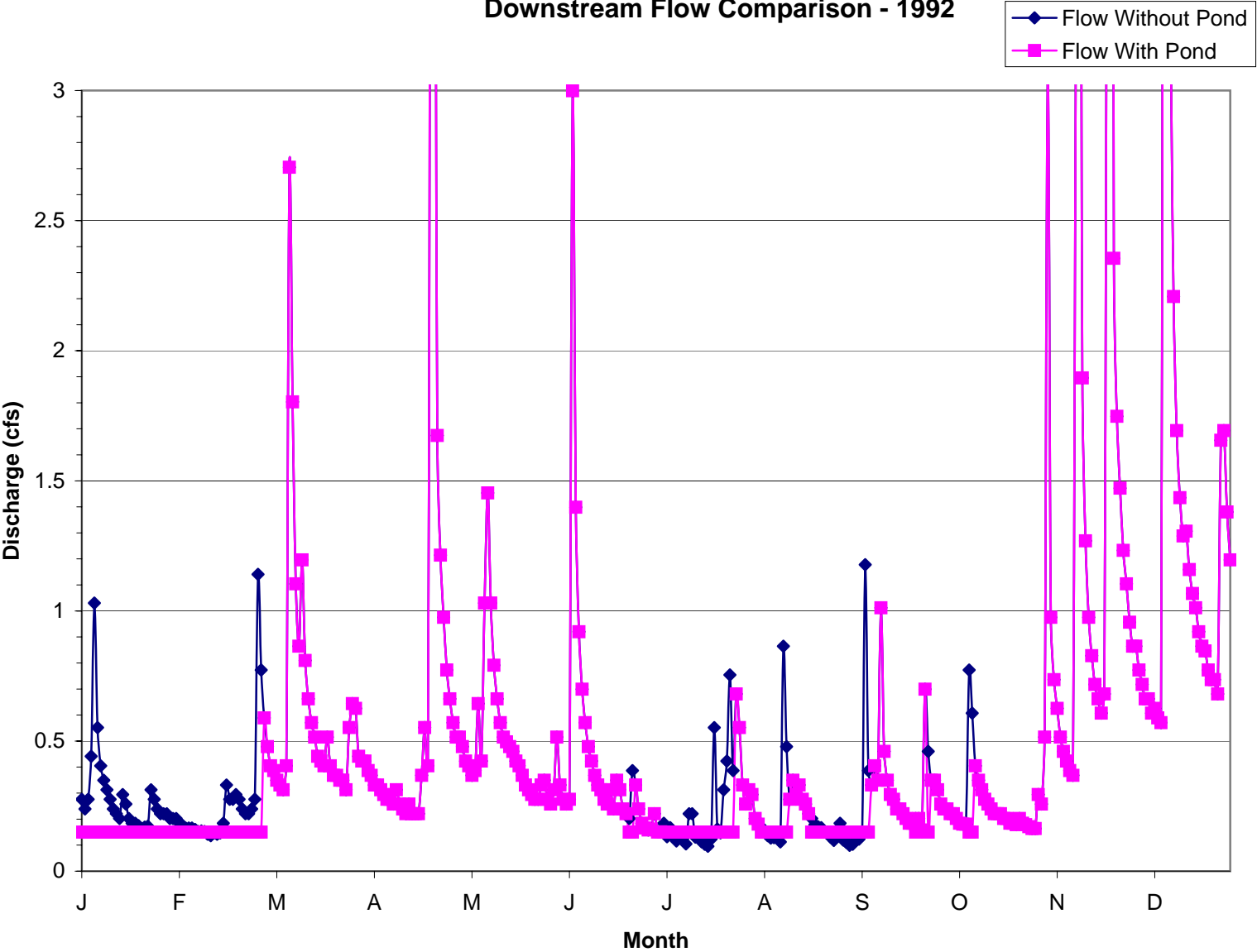
Downstream Flow Comparison - 1990



Downstream Flow Comparison - 1991

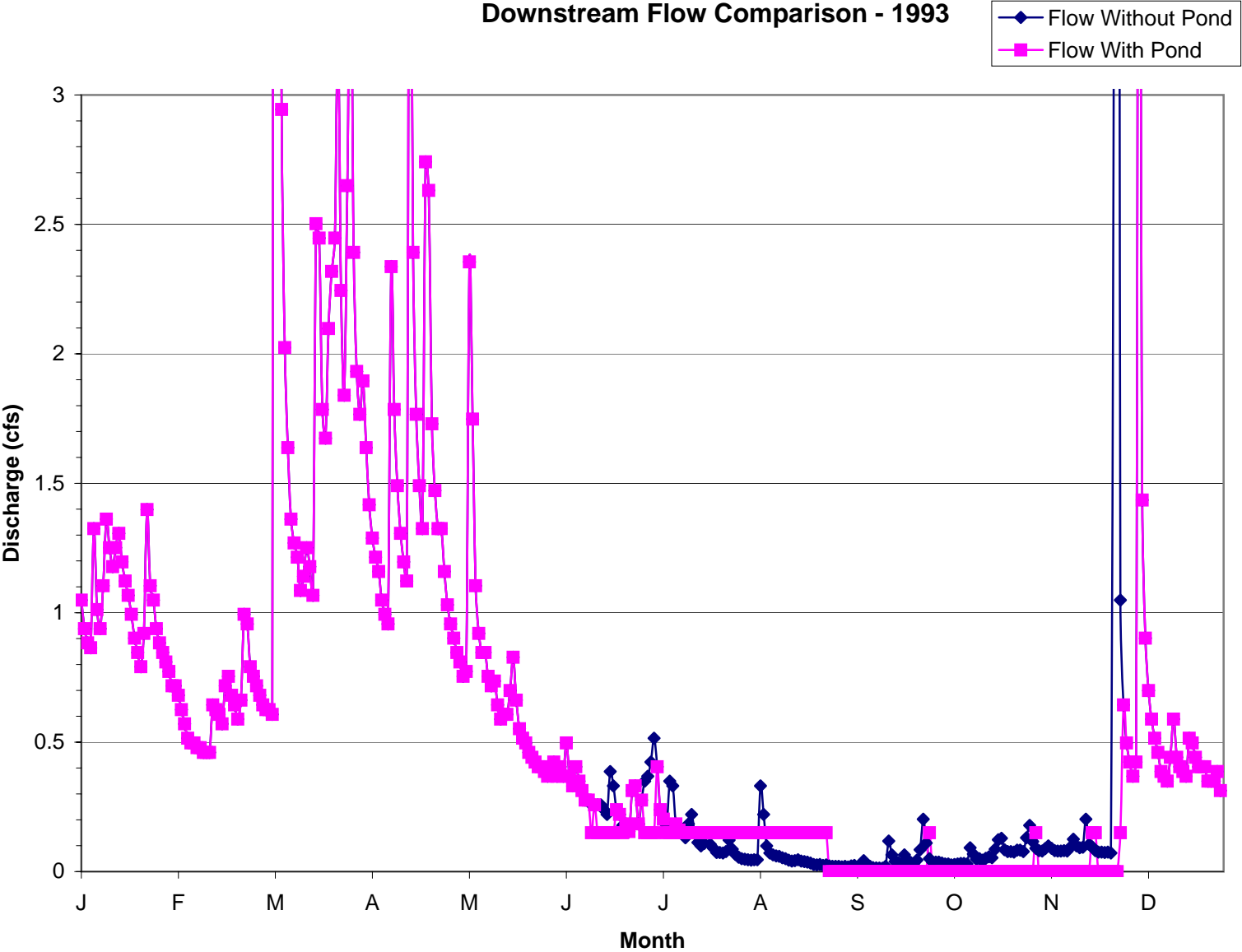


Downstream Flow Comparison - 1992



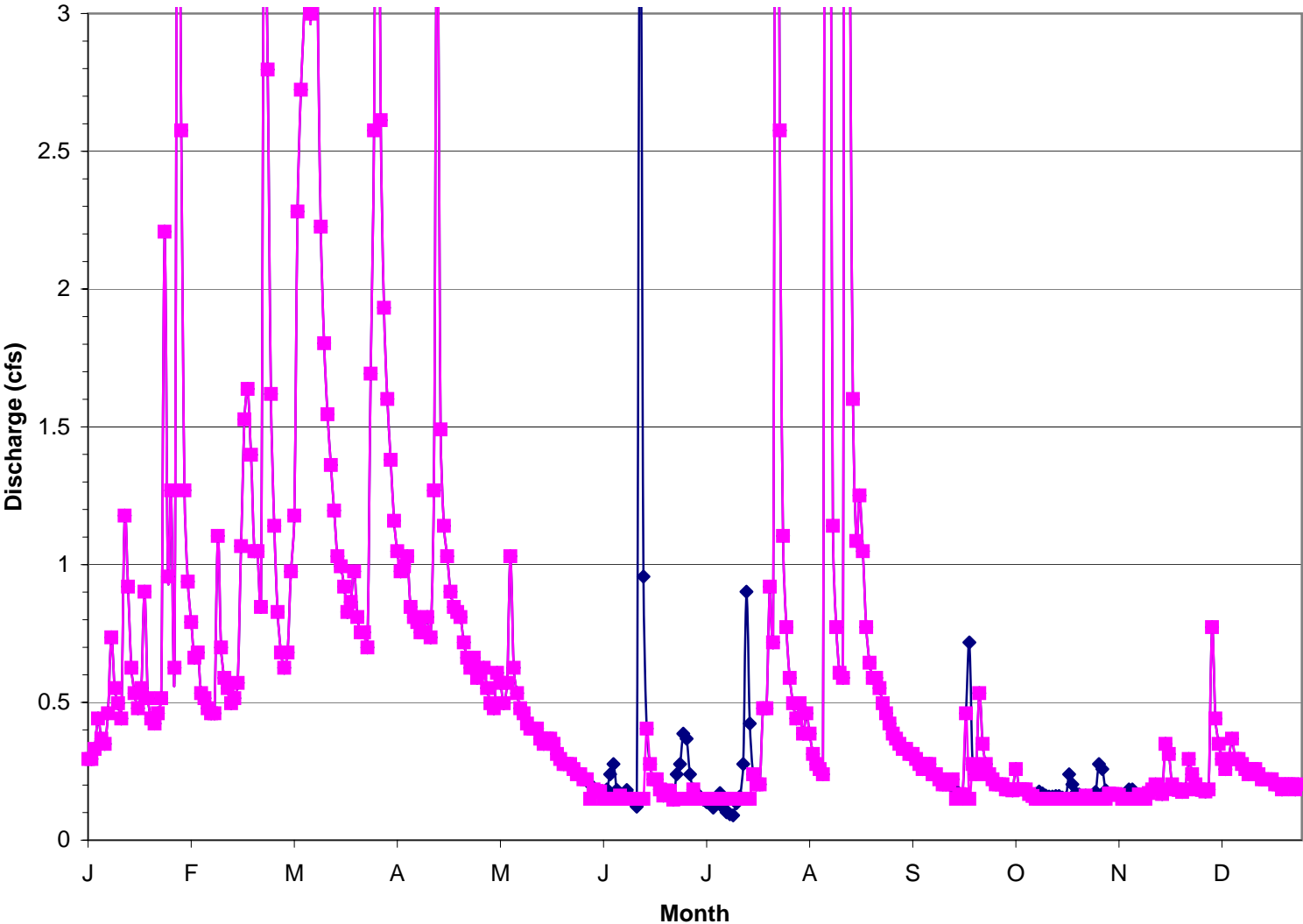


Downstream Flow Comparison - 1993



Downstream Flow Comparison - 1994

- Flow Without Pond
- Flow With Pond



**Attachment D**

**Irrigation Withdrawal Data Form**

# Warrenton Aquatic and Recreation Facility

## Irrigation Withdrawal Data Form

### General Information

Pump Operator(s):

Data Recorder(s):

Date:

Time:

Weather Conditions:

### Water Usage

Time Pump Turned On: \_\_\_\_\_ AM PM

Time Pump Turned Off: \_\_\_\_\_ AM PM

Total Time of Operation: \_\_\_\_\_ Minutes

Pumping Rate: \_\_\_\_\_ Gallons Per Minute (GPM)

Total Water Usage: \_\_\_\_\_ Gallons

### Notes

**Attachment E**

**Irrigation Monitoring Spreadsheet**

# Warrenton Aquatic and Recreation Facility

Irrigation Monitoring  
2012

Irrigation Event	Date	Pump On (Time)	Pump Off (Time)	Time of Operation (Minutes)	Pumping Rate (Gallons/Minute)	Total Water Usage (Gallons)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
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Notes:

**Attachment F**

**Drought Management Data**

Scenario 1  
Constant Irrigation Rate During Drought Conditions

Site Assumptions

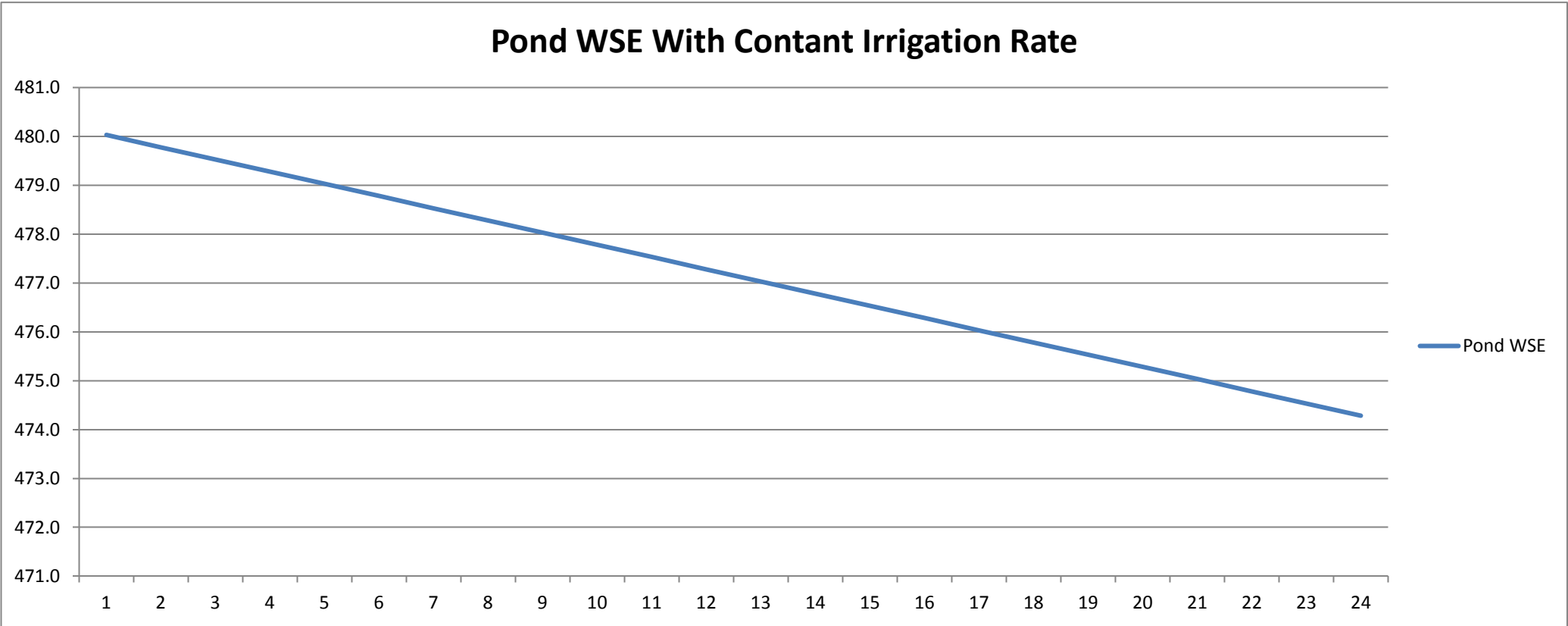
Normal Pool Elevation	480.00 FT
Irrigation Intake Elevation	474.17 FT
Available water between 480.00 and 474.17	655114 FT^3
Area of turf for irrigation	609840 FT^2

Irrigation

Water applied to the Turf Fields	0.25 inch/day
Constant Irrigation Demand	12705 cf/day

Stage-Storage Equation:	y = 9E-06x + 474.13
for Pond Total Volume	y= Water Elevation
	x=Total Pond Storage Volume

Summary Table: Severe Drought Conditions-Zero Inflow					
Number of Days (day)	Irrigation Rate (cf/day)	Volume Discharged (cf)	Irrigation Volume Remaining in Pond (cf)	Pond WSE <sup>4</sup> (ft)	Notes
0	0.25	0	655114	480.0	
1	0.25	27741	627373	479.8	
2	0.25	55482	599632	479.5	
3	0.25	83222	571892	479.3	
4	0.25	110963	544151	479.0	
5	0.25	138704	516410	478.8	
6	0.25	166445	488669	478.5	
7	0.25	194185	460929	478.3	
8	0.25	221926	433188	478.0	
9	0.25	249667	405447	477.8	
10	0.25	277408	377706	477.5	
11	0.25	305149	349965	477.3	
12	0.25	332889	322225	477.0	
13	0.25	360630	294484	476.8	
14	0.25	388371	266743	476.5	
15	0.25	416112	239002	476.3	
16	0.25	443853	211261	476.0	
17	0.25	471593	183521	475.8	
18	0.25	499334	155780	475.5	
19	0.25	527075	128039	475.3	
20	0.25	554816	100298	475.0	
21	0.25	582556	72558	474.8	
22	0.25	610297	44817	474.5	
23	0.25	638038	17076	474.3	End Irrigation





Scenario 2  
Varied Irrigation Rate for Drought Protection

Site Assumptions

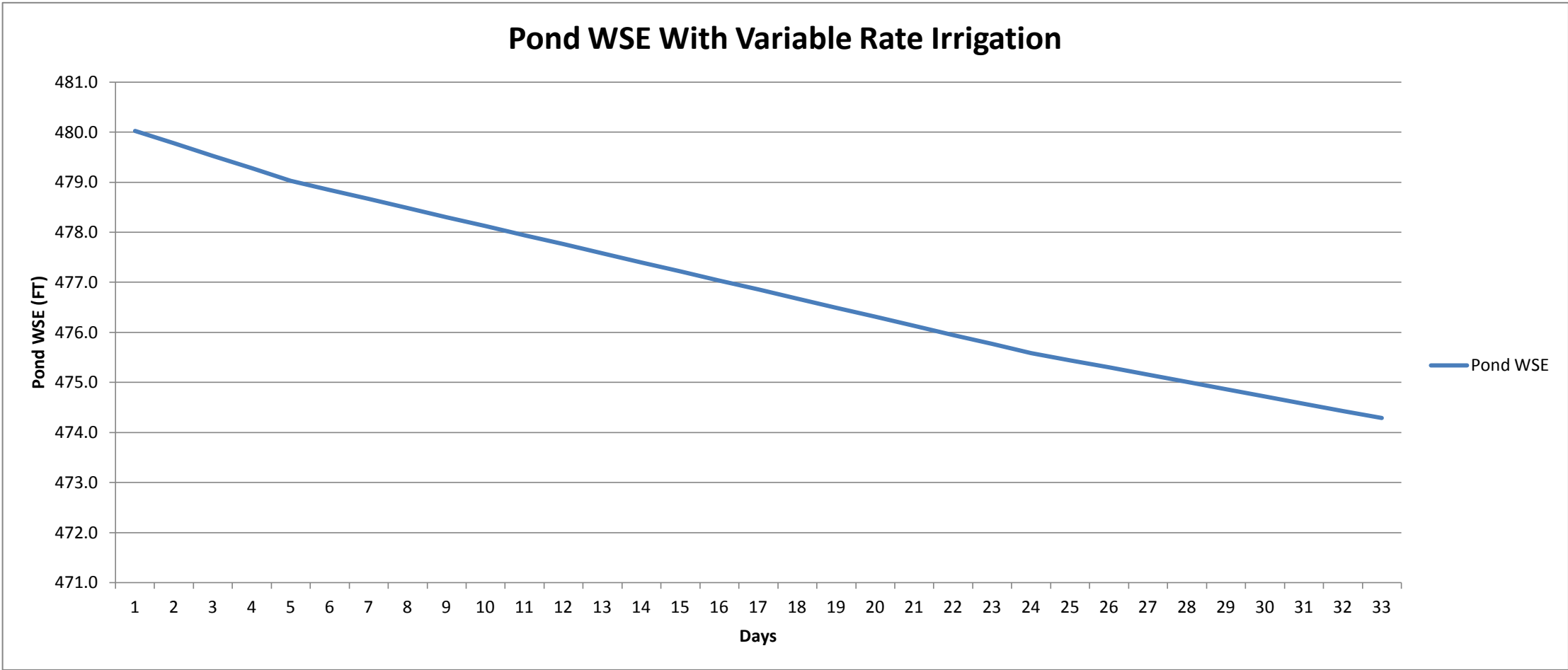
Normal Pool Elevation	480.00 FT
Irrigation Intake Elevation	474.17 FT
Available Water Between 480.00 and 474.17	655114 FT^3
Area of Turf for Irrigation	609840 FT^2

Stage-Storage Equation:	y = 9E-06x + 474.13
for Pond Total Volume	y= Water Elevation
	x=Total Pond Storage Volume

Irrigation

Water applied to the Turf Fields	
High Stage (Elevation 480-479)	0.25 inch/day
Medium Stage (Elevation 479-476)	0.10 inch/day
Low Stage (Elevation 476-474)	0.02 inch/day
High Stage (Elevation 480-479)	12705 cf/day
Medium Stage (Elevation 479-476)	5082 cf/day
Low Stage (Elevation 476-474)	1016 cf/day

Summary Table: Severe Drought Conditions-Zero Inflow						
Number of Days (day)	Irrigation Rate (cf/day)	Volume Discharged Given Day (cf)	Cumulative Discharge (cf)	Irrigation Volume Remaining in Pond (cf)	Pond WSE <sup>4</sup> (ft)	Notes
0	0.25	0	0	655114	480.0	High Stage Rate
1	0.25	27741	27741	627373	479.8	High Stage Rate
2	0.25	27741	55482	599632	479.5	High Stage Rate
3	0.25	27741	83222	571892	479.3	High Stage Rate
4	0.25	27741	110963	544151	479.0	High Stage Rate
5	0.10	20118	131081	524033	478.8	Reduce Irrigation
6	0.10	20118	151199	503915	478.7	Medium Stage Rate
7	0.10	20118	171316	483798	478.5	Medium Stage Rate
8	0.10	20118	191434	463680	478.3	Medium Stage Rate
9	0.10	20118	211552	443562	478.1	Medium Stage Rate
10	0.10	20118	231670	423444	477.9	Medium Stage Rate
11	0.10	20118	251788	403326	477.8	Medium Stage Rate
12	0.10	20118	271905	383209	477.6	Medium Stage Rate
13	0.10	20118	292023	363091	477.4	Medium Stage Rate
14	0.10	20118	312141	342973	477.2	Medium Stage Rate
15	0.10	20118	332259	322855	477.0	Medium Stage Rate
16	0.10	20118	352377	302737	476.9	Medium Stage Rate
17	0.10	20118	372494	282620	476.7	Medium Stage Rate
18	0.10	20118	392612	262502	476.5	Medium Stage Rate
19	0.10	20118	412730	242384	476.3	Medium Stage Rate
20	0.10	20118	432848	222266	476.1	Medium Stage Rate
21	0.02	20118	452965	202149	475.9	Reduce Irrigation
22	0.02	20118	473083	182031	475.8	Low Stage Rate
23	0.02	20118	493201	161913	475.6	Low Stage Rate
24	0.02	16052	509253	145861	475.4	Low Stage Rate
25	0.02	16052	525305	129809	475.3	Low Stage Rate
26	0.02	16052	541358	113756	475.2	Low Stage Rate
27	0.02	16052	557410	97704	475.0	Low Stage Rate
28	0.02	16052	573462	81652	474.9	Low Stage Rate
29	0.02	16052	589514	65600	474.7	Low Stage Rate
30	0.02	16052	605566	49548	474.6	Low Stage Rate
31	0.02	16052	621618	33496	474.4	Low Stage Rate
32	0.02	16052	637671	17443	474.3	End Irrigation



**MEMORANDUM  
OF UNDERSTANDING**  
with the  
**Warrenton Youth Sports Club**

**Town of Warrenton, Virginia  
for Development & Management  
of Sand Volleyball Courts at  
Warrenton Sports Complex**

## **EXECUTIVE SUMMARY**

The Warrenton Youth Sports Club (WYSC) is a non-profit, 501(c)(3) organization dedicated to providing sports programs for youth and adults of all ages and skill levels. WYSC is a member of the Warrenton Fields Association (WFA), who manages the property owned by the Town of Warrenton and known as Athey Fields.

WYSC proposes to construct, establish, and maintain sand volleyball courts in the back area of the Athey Fields complex. This Memorandum of Understanding (MOU) addresses responsibilities regarding these courts, from planning to on-going maintenance.

This Agreement shall be considered a subsidiary agreement to the one dated July 27, 2006, between the Town of Warrenton and Warrenton Fields Association. That agreement runs for twenty years beginning with the aforementioned date. This agreement does not run for the same term as the WFA Agreement and has a specific term of its own. The term of this lease shall be for a term of one year to determine if its incorporation is feasible. If after the first year, the incorporation is working to each party's satisfaction, as evidenced in writing by all parties; then the lease shall be for three year terms to be renewed unless any party notifies the others in writing sixty days prior to the end of the term, whereby this agreement shall terminate. For purposes of this agreement, the commencement of this agreement shall be the date the Interim Town Manager signs below.

## **OVERALL PLAN**

The Town will provide access, with the written approval of the Warrenton Fields Association, to the area where courts are to be constructed – to the left of the 211 entrance to the fields complex. In consideration, WYSC will develop, manage, and maintain the Sand Volleyball Courts.

WYSC will absorb all costs associated with constructing the courts, including, but not limited to:

- Grading the area where the courts are to be constructed
- Design, construction, and finishing of the courts and surrounding area
- Fencing the court area
- Installing drainage
- Providing all nets and equipment

WYSC will be responsible for:

- Scheduling all activities on the courts for the duration of this agreement.
- Maintenance of courts and surrounding area.
- WYSC has the authority to close courts due to inclement weather and WYSC will ensure that notification is posted announcing such closures.
- WYSC will not schedule use of the courts during times when the soccer fields are in use for games, due to the need for parking.
- WYSC will notify the Town of Warrenton Parks and Recreation Director of all scheduled use of the courts.
- WYSC will be responsible for all costs associated with operating the courts, including trash removal and restroom maintenance. During the period in which WYSC is responsible for

removing trash, WYSC may choose to bring trash to the area designated behind the WARF or they may choose to contract with a trash vendor to have a dumpster for use during volleyball season.

- No tournaments will be scheduled without advance coordination with the Town of Warrenton Parks and Recreation Department.

#### MISCELLANEOUS PROVISIONS

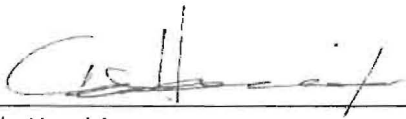
- Sponsor signs may be posted at the Courts; but all signs must meet Town of Warrenton signage regulations. The Town will have signage approval authority and said authority shall be in writing.
- WYSC will provide a Certificate of Insurance, with the Town of Warrenton named as additional insured, with the minimums below.
  1. Comprehensive General Liability with bodily injury limits of \$500,000 per occurrence and property damage liability with limits of \$100,000 per occurrence.
  2. Automobile liability combined single limits of \$500,000
  3. Vandalism liability coverage.
- WYSC will carry vandalism insurance coverage for protection against vandalism by the general public. Damages caused by other users will be the responsibility of WYSC. WYSC will be responsible for routine maintenance of the courts, including the addition of sand.
- WYSC must maintain reserves of at least 50% of the annual estimated maintenance expense.
- WYSC will be responsible for the purchase of any additional equipment needed for the courts.

#### Annual Report

The WYSC Director will submit an Annual Report to the Parks and Recreation Committee that summarizes court usage for the previous year within 45 days after year end. WYSC will also provide an annual Balance Sheet and Income Statement to the Parks and Recreation Committee.

*Raúl Heras*

Raul Heras  
Warrenton Youth Sports Club



Cole Hendrix  
Interim Town Manager, Town of Warrenton

\_\_\_\_\_  
Commencement Date



Jim Koehr, Warrenton Fields Association



Highland  
Field #1

Field Closed

Country  
Field #2

Field #2

Atlantic Union  
Bank Field #6

B

A  
35-45w  
55-65L

C

Volleyball Courts

John Paul Design  
Build Field #3

A  
C

B  
D

Field #7

Fauquier Health

#4 B

NPSC Field 4

#4A  
45-60w x 70-85L

A B C

Peak Roofing Field

#5 D