

**CITY OF MANASSAS, VIRGINIA
CITY COUNCIL MEETING**

Mayor
Harry J. Parrish II

City Council
Andrew L. Harrover, Vice Mayor
Marc T. Aveni
Sheryl L. Bass
J. Steven Randolph
Jonathan L. Way
Mark D. Wolfe

City Manager
Lawrence D. Hughes

City Clerk
Andrea P. Madden

AGENDA

**AGENDA
SPECIAL MEETING OF THE CITY COUNCIL
PUBLIC WORKS CONFERENCE ROOM
8500 PUBLIC WORKS DRIVE
MONDAY, DECEMBER 7, 2009**

5:30 P.M. ORDER OF BUSINESS

CALL TO ORDER

ROLL CALL

PAGE

WORK SESSION

- | | |
|--------------------------------------------------------------------------------------------------------------------|------------|
| 1. Work Session on Lake Manassas Public Access Marina. (Staff: Mike Moon, Director of Public Works and Utilities.) | 60 Minutes |
| | 3 |

ADJOURNMENT

FILLER PAGE

AGENDA STATEMENT

PAGE NO. 3

ITEM NO. 1

MEETING DATE: December 7, 2009 – 5:30 p.m.

TIME ESTIMATE: 60 minutes

AGENDA ITEM TITLE: Lake Manassas Public Access (Marina) – Work Session

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL: September 2009 – Closed Session

SUMMARY OF ISSUE/TOPIC: John Odenkirk from Virginia Department of Game and Inland Fisheries (VDGIF) will attend a work session to discuss issues associated with a public marina and possible solutions.

STAFF RECOMMENDATION: Informational Item

BOARD/COMMISSION/ COMMITTEE:

RECOMMENDATION: Approve Disapprove Reviewed See Comments

CITY MANAGER: Approve Disapprove Reviewed See Comments

COMMENTS:

(am)

DISCUSSION (IF NECESSARY): Background

Lake Manassas serves as the drinking water supply for over 100,000 citizens of Manassas, Manassas Park, and Prince William County. Prior to 1999 the City has a franchise agreement with the Ryan family to operate a public marina.

When the agreement expired in 1999 the City and property owner were unable to negotiate terms to continue this public service.

Due to security, safety and water quality risks that were present if there was not a public marina to control access the City decided to not allow any water craft on the Lake. The City has tried on several occasions since this time to acquire easements and/or ownership of fee property to allow for public access.

Utility staff have also been turned down for operation of a marina on the Lake at the Prince William County Planning Commission since the Lake was closed.

In 2005 the City actually demolished the old marina buildings on the Ryan property within the City's easement area.

Current city ordinance provision in Section 118 of the City Code restrict access to Lake Manassas.

4

AGENDA STATEMENT

PAGE NO. _____

ITEM NO. _____

**DISCUSSION
(IF NECESSARY):**

Summary of Issue

An agenda with items for discussion is attached. Conceptual sketches of the boat ramp and the Sarnac property are attached for informational purposes. The Utility Commission held a work session with Mr. Odenkirk on September 10, 2009 where discussion of these same issues occurred. Commission recommended a similar work session be held with the City Council.

A list of the issues and possible answers solutions are listed as an attachment. The City and VDGIF are still in the early stages of the communication process on this matter so there are still unresolved issues that need work. The promising aspect is that the state VDGIF is working closely with City staff on the issue in an attempt to open Lake Manassas in a manner that the City can accept. Several draft template agreements are attached that VDGIF has with other Virginia jurisdictions.

**BUDGET/FISCAL
IMPACT:**

N/A

STAFF:

Michael Moon, Director of Public Works & Utilities, 703-257-8226
Dominic Brancaccio, Deputy Director of Water & Sewer, 703-257-8382



Lake Manassas Public Access (Marina)

Work Session Agenda

December 7, 2009

1. Introductions M. Moon
2. Background on situation with Sarnac and City regarding access.....M. Moon
3. Current Monitoring Efforts on LakeD. Brancaccio
4. Public Marina Issues
 - Monitoring & Inspection of Boats
 - Property Conveyance
 - County Approvals
 - State Chesapeake Bay Act Approvals
 - Capital Costs – Responsibilities
 - Access and Parking
 - Marina Building
 - Equipment to restrict boats from Dam
 - Annual Recurring Costs to Operate – Concessionaire
 - City Boat Access Fee
 - Maintenance Grounds
 - Monitoring of Lake w/ City Police or VDGIF Staff
 - Cooperative Operating Agreement between City and State
 - Adjacent Property Owner Access
 - What happens if there is an issue w/ Concessionaire – can Lake access be restricted?
 - Operating months and daily operating hours
 - Zebra mussels and protection of the Lake
 - Communication with Prince William County
5. Next Steps

Lake Manassas Access Issues

1. Monitoring & Inspection of Boats

The Department's Game Wardens will monitor the Lake for licenses, disruptive behavior, etc and to assure boats are properly licensed and that general laws of the Commonwealth are adhered to by persons on the Lake.

A Concessionaire will inspect wet wells at the Marina and spray with chlorine if water is present. The Concessionaire will monitor the Lake for boats having legally accessed the Lake. If boats are not authorized the Concessionaire shall refer individuals to the City of Manassas Police Department and/or the Game Wardens for issuing of fines.

The Concessionaire is a third party contract operator for VDGIF that will run the Marina operation through a contract with the State.

2. Property Conveyance

Approximately 25 acres would be conveyed from Sarnac to the State Virginia Department of Game and Inland Fisheries (VDGIF) to operate and maintain a Marina for accessing Lake Manassas. The actual access to the Lake would be subject to an Operating Agreement between the State and the City.

3. County Approvals & State Chesapeake Bay Act Approvals

Because the property and the proposed Marina would be a VDGIF project, the normal local County approvals would not be required as it would be a State project. The Marina is thought to be an approvable ancillary use of the Lake so this should not present issues with the Chesapeake Bay regulations. As plans for the Marina are developed it will be important to communicate with County staff regarding the project.

4. Capital Costs

Access, Parking, Docks – State
 Marina Building – City/Developer or Concessionaire
 Equipment for Dam protection – still in discussion

5. Annual Recurring Operating Costs

A:
 State VDGIF:

The Department shall contribute an annual amount to the Concessionaire for grounds maintenance, litter pickup, portable toilets, utilities, and general maintenance of the facility. This amount can be increased over time with Department approval.

City:

The City shall contribute an annual amount to the Concessionaire to be used towards grounds maintenance, litter pickup, portable toilets, utilities, and general maintenance of the facility, monitoring of the Lake, telephone lines, administering both the daily access fee, seasonal passes, and the adjacent property owner access program approved by the City of Manassas. This amount can be increased over time with the City approval.

Concessionaire:

Shall be responsible for all other costs remaining for the above activities not covered by the City or State contributions. The City will take their funds from the funds being used currently for lake monitoring by the Police Department.

B:

Revenues:

All revenues collected from general bait, tackle, concessions, boat rentals will go to the Concessionaire.

The exception will be a possible Lake access fee:

A nominal access fee may be charged to all users by the Concessionaire, without discrimination, for access to Lake Manassas. This fee must be mutually agreed upon by the City and the Department and shall be used to offset the funding provided for by the City to the Department for costs of Marina maintenance by the Department. The initial daily access fee shall be \$___ per boat. Season passes shall be issued for \$___ per boat.

6. Cooperative Operating Agreement between City and State

It will be necessary for such a document to be executed between the parties. Agreements that VDGIF has with other jurisdictions are attached.

The City will want more detailed operating conditions to be developed to control the Lake access.

7. Adjacent Property Owner Access

The Concessionaire shall administer an adjacent property access program as defined by the City. The guidelines shall be in a separate document approved by the City. Annual passes shall be provided to owners at a cost of \$___ per boat.

The Lake has 24.5 miles (129,360 feet) of shoreline. If the City allows one boat license per 100 feet, 129 licenses would be possible. With a usage factor of 20% there would be 25 boats allocated to adjacent landowners. A separate document would govern their access.

8. Operating Months & Daily Operating Hours

The Marina's hours of operation will be one hour before sunrise until one hour after sunset from March 15th – October 15th, or whatever hours and dates are mutually agreed upon by the City, and the Department.

City and VDGIF staff have discussed language for the agreement that would require the Marina to close when there is not a Concessionaire or VDGIF employee on site.

9. Zebra Mussels and Protection of the Lake

This is an item still under discussion. Generally it is thought inspection of boats at the Marina will be an important part of this.

Also requiring adjacent property owners to keep boats for exclusive use of Lake Manassas is important.

10. Number of Boats on Lake

A maximum number of boats on the Lake will be a requirement. Staff estimates approximately 75-100 boats is a good range for boats based on the size of Lake Manassas. The City will allow a certain number to be allocated from adjacent property owners and then place a maximum number that can access daily at the Marina. A usage factor will be applied to the permits issued for adjacent landowners.

There will be a need for a "call ahead" policy for person to make sure they do not arrive at the Lake and not be able to get their boat out.

11. Boat Type

Only electric motors shall be used on the Lake. No gasoline motors.

SAMPLE
VDGIF/JURISDICTION
AGREEMENTS

10

COMMONWEALTH OF VIRGINIA
COOPERATIVE AGREEMENT
BY AND BETWEEN
THE CITY OF FRANKLIN
AND
DEPARTMENT OF GAME AND INLAND FISHERIES

This Agreement entered into this 20th day of April, 2006 by the City of Franklin hereinafter called the "City", and the Board of Game and Inland Fisheries by the Department of Game and Inland Fisheries hereinafter called the "Department".

WITNESSETH:

WHEREAS, Department and City are desirous of establishing a twenty (20) year partnership, for the purpose of developing, operating and maintaining a public boating access; and

WHEREAS, Department seeks to establish a boating access project in the City of Franklin using Federal funds not to exceed 75% of the project costs and the City agrees to no less than 25% of the project costs consisting of in-kind services and the land necessary (perpetual easement) for the boating access facility.

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

- A. **SCOPE OF SERVICES:** The City shall act in the capacity of **Project Manager** to facilitate the following:
- Engineering;
 - Design; and
 - construction of a public boating access facility on the **Blackwater River**.

This public boating access facility, hereinafter called the "**Landing**", shall be designed and built as set forth in the proposal attached hereto and labeled **Attachment A** and shown on a site plan in **Attachment B**;
And the **Department** shall act in the capacity of funding agent and project consultant.

- B. **TERM OF AGREEMENT:** To begin on the date this **Agreement** is signed by both parties and terminating 20 years after the **Landing** is completed. Such completion date shall be determined by the date a written notice is delivered in the manner prescribed in paragraph "**Q**" to the **City** from the **Department** confirming such completion.

- C. **FINAL PRODUCT:** The **City** shall develop the **Landing** as described in **Attachment A** and shown on **Attachment B**. The **Landing** will meet but not be limited to the following criteria:

1. Remain open to the public for boating and fishing access for a minimum of twenty years;

2. Provide Handicapped Accessibility (Barrier Free to the top of a ramp);
 3. Be free of charge for use of the **Landing, including Parking**; and
 4. Be maintained by the **City** to acceptable maintenance standards referenced in **Attachment C**.
- D. **USE OF DEPARTMENT FUNDS:** The **Department's** funds shall only be used for the purposes and activities covered in the **Agreement** Proposal.
- E. **APPLICABLE LAWS:** This **Agreement** shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- F. **SEVERABILITY:** Each paragraph and provision of this **Agreement** is severable from the entire **Agreement**; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- G. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between this **Agreement** and other provisions of collateral Contractual Contracts, which are made a part of this **Agreement** by, reference or otherwise, the provisions of this **Agreement** shall control.
- H. **INTEGRATION AND MODIFICATION:** This **Agreement** constitutes the entire **Agreement** between the **Department** and the **City**. No alteration, amendment or modification in the provisions of this **Agreement** shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
- I. **DISCLAIMER:** Nothing in this **Agreement** shall be construed as authority for either party to make commitments, which will bind the other party beyond the project contained herein. Furthermore, the **City** shall not assign, sublet, or sub-contract any work related to this **Agreement** or interest it may have herein without the prior written consent of the **Department**.
- J. **TERMINATION FOR CAUSE:** Either the **Department** or **City** may terminate the **Agreement** in whole, or in part, at any time before the date of completion, upon written notice to the other party that there has been a failure to comply with the conditions of the **Agreement**. In connection with such termination, any recoveries by the parties shall be in accord with the legal rights and liabilities of the parties. However, in the event the **City** elects to terminate said **Agreement** in whole, or in part, the **City** shall repay the **Department** the proportionate amount of the **Department's** total investment at the time such termination is effective consistent with the provision found in the following paragraph "K."
- K. **TERMINATION FOR CONVENIENCE:** The **Department** may terminate the **Agreement** if its funding is terminated. The **Department**

or the **City** may terminate the **Agreement** in whole, or in part, if both parties agree that the continuation of the **Agreement** will not produce beneficial results commensurate with further expenditure of funds and resources. The **Department** and the **City** shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. If the **Agreement** is terminated by the **City**, prior to the completion of the twenty (20) year period, the **City** shall repay the **Department** for any **Agreement** funds, capital funds and or federal funds invested and documented into the facility by the **Department** on a prorated schedule for the portion of the term of the **Agreement** from the date of termination to the end of the period specified.

- L. **CITY AGREEMENT:** The **City** agrees to:
1. Provide 25% of the total project cost match for purposes to establish a Federal Aid project;
 2. Set aside land owned by the **City** through the use of a perpetuity easement and to construct and maintain a public boating facility, as shown on **Attachment A**, for public use for access to the waters of the State for boating and fishing;
 3. The land set aside by this **Agreement** will only be used for the purposes of public access for the project. Any other uses must be authorized in advance and in writing by both parties as prescribed in item "Q" herein. If the **City** utilizes the **Landing** or any portion of the **Landing** in a manner that would cause damage to the facilities, the **City** shall, at their own expense, take whatever steps are necessary to prevent and repair damages to the facilities, including commercial traffic across the facility;
 4. Obtain all necessary permits and approvals for the construction of the proposed **Landing**;
 5. Provide obvious and conspicuous signs acknowledging participation of the **City**, **Department** and any additional partners involved in the development of the **Landing**;
 6. The following restrictions shall apply to the use of the land and the waters to which access is provided:
 - a. The **Landing's** hours of operation will be no less than from sunrise to sunset, seven (7) days a week. The City warrants that all Parks under its jurisdiction operate under the above referenced hours;
 - b. Bank tie-ups and boat launching facilities are for launching and retrieval of watercraft; and
 - c. Charge no fees for use of the **Landing** and associated facilities.
 7. Identify and mark the boundary of the **Landing** and associated bank use areas;
 8. Maintaining signage installed at the **Landing** by the **Department**;
 9. Patrol the **Landing** as it deems appropriate to enforce local laws, rules and other public safety regulations, and direct traffic during peak use times;

10. Establish rules and regulations on appropriate public usage, vehicular access, litter control, and sanitation at the **Landing**. Keep the **Landing** open to the public for boating access and fishing, except for reasonable closures necessary for maintenance, emergencies and hazards or threats to public health and safety;
11. Be responsible for the maintenance of the facility, improvements and grounds for the term of this **Agreement**. Such Maintenance shall include cutting weeds and brush, maintaining the parking lot surfaces including parking barriers and bollards, maintaining drainage ditches, mowing the grass at established public access points, collection and removal of trash and garbage, maintain launching water depth (a minimum of 4 feet at mean low water at the end of the ramps), removal of debris and other routine maintenance necessary for safe public use of the **Landing**. Such maintenance shall be consistent with the then current practices and standards outlined found in the **Department's Cooperative Agreement Boating Access Maintenance Responsibilities** document, **Attachment C**;
12. Maintain the striping pattern in the parking lot and ramp area including restriping these areas when needed; and
13. Not allow private advertising signage within the boundaries of the **Landing**.

- M. DEPARTMENT AGREEMENT:** The **Department**, subject to available funding and appropriation by the General Assembly, agrees to:
1. Patrol the **Landing** as it deems appropriate to enforce game, inland fish and boat laws as well as local regulations related to the public use of the **Landing** pursuant to its authority.
 2. Erect signs related to direction, regulations of the public boat **Landing**, and public fishing rights and access.
 3. After construction and initial use, make the necessary Capital improvements to the **Landing** as needed, including the ramps and parking area, and be responsible for costs associated with those improvements. The necessity for improvements shall be at the sole discretion of the **Department**.
 4. The **Department** will provide technical assistance to the City during the several stages of completion of the final design. The design phase of the facility will be subject to review and approval by the **Department** at the concept preliminary stage (35%), at 65% and final working drawings (100%). Failure to construct the facility according to the approved standards, plans and specifications may result in loss of the funding from the **Department**.

- N. AGREEMENT DOCUMENTS:** The **Agreement** documents, incorporated herein, shall consist of:
1. This signed form; and
 2. The attached description consisting of the following:
 - a. Scope of Services (**Attachment A**);
 - b. Site Plan (**Attachment B**); and
 - c. Cooperative Agreement Boating Access Maintenance Responsibilities (**Attachment C**).
- O. THIRD PARTY AGREEMENTS:** There are no third party beneficiaries to this **Agreement**.
- P. COMPENSATION AND METHOD OF PAYMENT:** Upon completion of the construction phase of the project, in a manner satisfactory to the Department, the Department shall reimburse the City for the cost of construction of the facility, up to but not to exceed a maximum of 75% of the total project costs (as determined by the Federal project) for actions and improvements as stated in Attachment A. The City shall submit expenditure documentation for costs and in-kind services (required 25% match) upon completion of the project for reimbursement. The City will render an Invoice or Interagency Transfer Form to the Department for the amount expended but not more than the maximum allowed.
- Q. NOTICES:** All notices hereunder must be in writing and shall be deemed valid if sent via one of the following methods:
- a) certified mail, return receipt requested;
 - b) overnight delivery service, or
 - c) facsimile transmission.

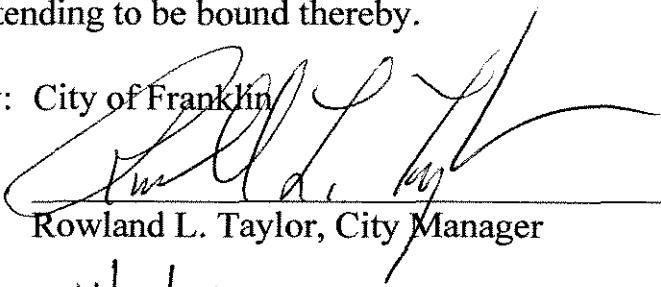
Notices shall be addressed as follows (or to any other address the parties may designate by like notice):

**Department: Commonwealth of Virginia,
Board of Game and Inland Fisheries
Virginia Department of Game and Inland Fisheries
ATTN: Office of Capital Programs, Real Property Mgmt.
4010 West Broad Street
Richmond, Virginia 23230
Telephone No.: 804-367-2212
Fax No.: 804-367-2311**

**City: City of Franklin
ATTN: Rowland L. Taylor, City Manager
Address: 207 West Second Avenue
P.O. Box 179
Franklin, Virginia 23851
Telephone No.: 757-562-8504
Fax No.: 757-562-7982**

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

City: City of Franklin

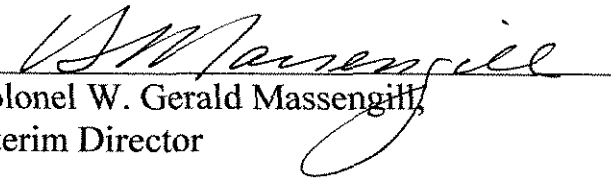
By: 
Rowland L. Taylor, City Manager

Date: 4/11/06

Approved by Resolution duly adopted on 4.10.06
By the Franklin, VA City Council (Date)

By: Erin M. Gurnea

Department: Department of Game and Inland Fisheries
for the Board of Game and Inland Fisheries

By: 
Colonel W. Gerald Massengill
Interim Director

Date: 4/20/06

16

ATTACHMENT A

SCOPE OF SERVICES:

Project Title: Development of City of Franklin Landing
Project Location: City of Franklin, VA

Project Manager: Donald E Goodwin, City of Franklin
Project Advisor: J. Mark Wood, P.E./Cliff Harris, Department of Game and
Inland Fisheries

PROJECT OBJECTIVE:

To construct a new boating access facility to meet current **Department** standards for boat ramps and support piers for improved access to the boating public.

PROPOSED PROJECT:

- 1) Dedication of land for project;
- 2) Site Planning and layout for access, parking, double ramps, and turning radius;
- 3) Construction of one double wide launching ramp with two (2) adjacent "L" courtesy piers;
- 4) Construction of two handicapped accessible parking spaces with barrier free access to the ramps and boat tie up area;
- 5) Construction of parking area to accommodate 35 vehicle/trailer spaces;
- 6) Launching ramps extended to a minimum of -4 feet at mean low water;
- 7) Configuration of parking lot, drive lanes, and turning radius;
- 8) Asphalt overlay of parking surfaces with painted parking spaces; and
- 9) Use proven shoreline management technology for the protection and stabilization of the shoreline.
- 10) Overflow parking area.

ATTACHMENT B-Site Plan

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18

COMMONWEALTH OF VIRGINIA
COOPERATIVE AGREEMENT
BY AND BETWEEN
THE COUNTY OF ACCOMACK
VIRGINIA MARINE RESOURCE COMMISSION
AND
DEPARTMENT OF GAME AND INLAND FISHERIES

This Agreement entered into this 16th day of June 1999 by County of Accomack hereinafter called the "County," and the Board of Game and Inland Fisheries and the Department of Game and Inland Fisheries, hereinafter called the "Department," and the Virginia Marine Resources Commission, hereinafter called the "Commission."

WITNESSETH that the County, Commission and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows.

SCOPE OF SERVICES: the County shall act in the capacity of Project Manager to facilitate the engineering, design and construction of a public boating access facility and fishing access facility on the Pungoteague Creek and access to the Chesapeake Bay at Harborton. This public boating access facility hereinafter called the "Landing," and the fishing access facility, hereinafter called the "Pier," shall be designed and built as set forth in the proposal included and labeled Attachment A and shown on a site plan in Attachment B.

TERM OF AGREEMENT: To begin on the date this agreement is signed by all parties and lasting for a term of twenty (20) years. The funding period for this project is currently set to end on June 19, 2000. Should the project require more time, the Department and Commission will pursue an extension of funding availability.

COMPENSATION AND METHOD OF PAYMENT: Upon completion of the construction phase of the project, in a manner satisfactory to the Department, the Department and the Commission shall reimburse the County for the cost of design and construction of the landing , pier and support facilities, including acceptable in kind services, up to the total cost but not to exceed a maximum of Four Hundred and Thirty Thousand.....and no 100s Dollars (\$430,000.00), of which \$145,000.00 are funds from the Department and the remaining \$285,000.00 are funds from the Commission for actions and improvements as stated in Attachment A. The County shall submit expenditure documentation upon completion of the project for reimbursement. The County will render an Invoice (or Invoices) to the Department for the total amount due but not for more than the maximum allowed.

The Department will provide technical assistance to the County during the several stages of completion of the final design. The design phase of the Landing will be subject to review and approval by the Department at the preliminary stage (35% completion) and final plan stage (100% completion). Failure to construct the Landing according

to the approved plans and specifications may result in loss of funding from the Department.

FINAL PRODUCT

The County shall design and construct a public boat landing as described in Attachment A and shown on Attachment B. The Landing will meet, but is not limited to the following criteria:

- 1. To be open to the public for boating and fishing access for a minimum of twenty years
- 2. Handicapped Accessible
- 3. No fees charged for the use of the Landing or Pier
- 4. The landing and pier will be maintained by the County to acceptable maintenance standards of the Department.

AGREEMENT DOCUMENTS: The Agreement documents, incorporated herein, shall consist of:

- 1. This signed form
- 2. The attached description which consists of:
 - a. Scope of Services (Attachment A)
 - b. Site Plan (Attachment B)
 - c. Terms and Conditions (Attachment C)

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

County: Accomack County

By: *R. Keith Vulliamy*

Title: County Administrator

Date: 6/16/99

Approved by Resolution duly adopted on 6/16/99

By: _____

Commission: **Virginia Marine Resource Commission**

By: *William A. Pruitt*
William A. Pruitt

Title: Commissioner

Date: August 30, 1999

20

Department: Board of Game and Inland Fisheries
Department of Game and Inland Fisheries

By: 

William L. Woodfin Jr.

Title: Director

Date: 9/24/99

ATTACHMENT A

SCOPE OF SERVICES: Design and construction of a public boating access facility and a fishing access facility.

Project Title: Design and Construction of Harborton Landing
Project Location: South side of Pungoteague Creek in Harborton, Virginia
Project Manager: R. Keith Bull, County Administrator
Project Advisor: E. Jack Adams

PROJECT OBJECTIVE: Provide the public with access to recreational boating and fishing.

PROJECT PROPOSAL: County of Accomack will oversee design and construction of project as described.

PROJECT SERVICES: A modern, two-public-lane, boat-launch facility and fishing pier with associated parking will serve the public.

22

ATTACHMENT B

SITE PLAN: See enclosed Pungoteague Creek Vicinity Map (Exhibit B-1) dated 11/5/98 and preliminary drawing (Exhibit B-2).

Attachment C

GENERAL TERMS AND CONDITIONS
FOR RECIPIENTS OF FUNDS FROM
VIRGINIA MARINE RESOURCES
&
DEPARTMENT OF GAME AND INLAND FISHERIES

COOPERATIVE AGREEMENT WITH LOCALITIES PROGRAM

1. **USE OF DEPARTMENT OR COMMISSION FUNDS:** The Department's and the Commission's funds shall only be used for the purposes and activities covered in the Agreement Proposal.
2. **APPLICABLE LAWS:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
3. **SEVERABILITY:** Each paragraph and provision of this Agreement is severable from the entire Agreement; if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
4. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between this Agreement and other provisions of collateral Contractual Contracts which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.
5. **INTEGRATION AND MODIFICATION:** This Agreement constitutes the entire Agreement between the Department, Commission and the County. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
6. **DISCLAIMER:** Nothing in this Agreement shall be construed as authority for any parties to make commitments which will bind the other parties beyond the project contained herein. Furthermore, the County shall not assign, sublet, or sub-agreement any work related to this Agreement or an interest it may have herein without the prior written consent of the Department.
7. **PRIOR WRITTEN APPROVAL OF CHANGES:** The County must obtain prior written approval from the Department for changes to the project, including, but not limited to, changes of substance in program activities, designs, or plans set forth in the approved application and changes in the approved project budget.
8. **LIABILITY:** The County shall take out and maintain, during the life of this Agreement, such bodily injury liability and property damage liability insurance as will protect it from claims of damages for personal injury, including death, as well

as from claims for property damage, which may arise from its activities under this Agreement. If the **County** has a self-insurance program, it may self-insure the risks associated with this Agreement in lieu of the commercial insurance required herein.

9. **DOCUMENTS:** The **County** may retain any reports, studies, photographs, negatives, or other documents prepared by the **County** in the performance of its obligations under this Agreement and not required to be delivered to the **Department or Commission**. The **Department or Commission** shall have the copyright to all such materials, and unlimited rights to use any such materials. Where necessary for the **Department's or Commission's** full enjoyment of its copyrights and other rights referenced in this Agreement, the *County* shall provide a clear, reproducible copy of such materials (machine readable upon request) to the **Department or Commission**.
10. **TERMINATION FOR CAUSE:** The **Department or Commission** reserves the right to terminate the Agreement in whole, or in part, at any time before the date of completion, upon written notice to the **County**, that **County** has failed to comply with the conditions of the Agreement. In connection with such termination, payments made to the **County** or recoveries by the **Department or Commission** shall be in accord with the legal rights and liabilities of the parties.
11. **TERMINATION FOR CONVENIENCE:** The **Department or Commission** may terminate the Agreement if its funding is terminated. The **Department, Commission** or the **County** may terminate the Agreement in whole, or in part, if all parties agree that the continuation of the Agreement program will not produce beneficial results commensurate with further expenditure of funds. The **Department, Commission** and the **County** shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The **County** shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The **Department and Commission** shall allow full credit to the **County** for the federal share of the noncancellable obligations properly incurred by the **County** prior to termination. If the Agreement is terminated by the **County**, prior to the completion of the twenty (20) year period, the **County** shall repay the **Department and Commission** for any Agreement funds, capital funds and or federal funds invested and documented into the facility by the **Department or Commission** on a prorated schedule for the portion of the term of the Agreement from the date of termination to the end of the period specified.
12. **THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.**
13. **CERTIFICATION - NONDISCRIMINATION:** During the performance of this Agreement, the **County** agrees as follows:
 - (a) The **County** will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably

necessary to the normal operation of the **County**. The **County** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The **County**, in all solicitations or advertisements for employees placed by or on its behalf, will state that such **County** is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The **County** will include the provisions of the foregoing paragraphs **a**, **b** and **c** in every sub- agreement or purchase order of over \$10,000 so that the provisions will be binding upon each sub-agreement or vendor.

14. **MAINTENANCE OF RECORDS AND AUDIT:** The **County** agrees to retain all books, records, and other documents relative to this Agreement for five years after final payment, or until audited by an independent auditor, whichever is earlier. The **Department**, it's authorized agents, and/or state auditor shall have full access to and the right to examine any of said materials during said period.

15. **ACCOUNTING PRACTICES:** The **County** assures that the accounting for project funds will be maintained in accordance with generally accepted accounting principles, and that all supporting records of project expenditures will be maintained in sufficient detail to show the exact nature of the expenditures.

16. **THE COUNTY AGREES TO:**

(a) Obtain all necessary permits and approvals for the construction and operation of the proposed **Landing and Pier**.

(b) Establish standards, rules and regulations on appropriate public usage, vehicular access, litter control, sanitation and public conduct at the **Landing and Pier**.

(c) Maintain the facility, its improvements and grounds for the term of this Agreement. Such Maintenance shall include cutting weeds and brush, repairing the access road and parking lot surface, maintaining drainage ditches, mowing the grass at established public access points, collection and removal of trash and garbage, removal of debris and other routine maintenance necessary for safe public use of the **Landing and Pier**. Maintain the public waterway to the **Landing** at a suitable launching depth.

(d) Identify and mark the boundary of the **Landing, Pier** and associated bank fishing areas.

- (e) Patrol the **Landing and Pier** as it deems appropriate to enforce local laws, rules and other public safety regulations.
- (f) Make the necessary improvements (complying with all federal, state and local requirements including full accessibility where possible) to the **Landing and Pier**.
- (g) Keep the **Landing and Pier** open to the public for boating access and fishing, except for reasonable closures necessary for maintenance or emergencies. May adopt regulations to restrict the hours of operation of the **Landing and Pier** consistent with the *countywide* policy for park hours of operation. However, obtain concurrence from the **Department** for any rules or regulations regarding time of day or day of week restrictions at the **Landing and Pier**. Place no restriction on the types of boats that can be served by the **Landing**.
- (h) **Charge no fees for use of the facilities.**
- (i) Provide and maintain obvious and conspicuous signs acknowledging participation of the **Department, Commission** and any additional partners in the development of the **Landing and Pier**.
- (j) Provide and maintain proper sanitary facilities for the **Landing**.
- (k) If the **Department** establish the funding for the **Landing** from Federal sources, the **County** will comply with all necessary requirements for Federal approval. These requirements are, but are not limited to the following:
 - 1) Prepare an environmental assessment of the project and its impacts or a National Environmental Policy Act (NEPA) Compliance Checklist if applicable.
 - 2) Obtain state archaeological and historical review and release of the facility's location.
 - 3) Disclosure of full funding for the project
 - 4) Vicinity and Location Maps
 - 5) Site Plan and written Scope of Work

17. THE DEPARTMENT, subject to available funding and appropriations by the General Assembly, Agrees to:

- (a) Patrol the **Landing** as it deems appropriate to enforce game, inland fish and boat laws as well as local regulations related to the public use of the **Landing**.
- (b) Erect and maintain signs related to direction, regulations of the public boat landing, public fishing rights and access.

(c) Make the necessary improvements to the **Landing** as needed, including the ramp, pier and parking area, and be responsible for costs associated with those improvements. The necessity for improvements shall be at the sole discretion of the **Department**.

(d) Reimburse the **County** for funds expended by **County** on the project as set forth in the Agreement, up to the stated maximum funding level.

18. THE COMMISSION, subject to available funding and appropriations by the General Assembly, Agrees to:

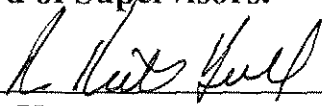
(a) Patrol the **Landing and Pier** as it deems appropriate to enforce saltwater fish and boat laws as well as local regulations related to the public use of the **Landing and Pier**.

(b) Reimburse the **County** for funds expended by **County** on the project as set forth in the Agreement, up to the stated maximum funding level.

**EXCERPT OF THE MINUTES OF THE ACCOMACK COUNTY
BOARD OF SUPERVISORS OF A MEETING HELD ON THE 16TH
DAY OF JUNE, 1999**

Mr. Nicolls made a motion to authorize the County Administrator to enter into a cooperative agreement by and between the County of Accomack, Virginia, Marine Resources Commission and the Department of Game and Inland Fisheries to design and construct a public boating access facility and fishing access facility on Pungoteague Creek at Harborton. Mr. Fleming seconded the motion. The motion passed unanimously.

I certify that this is a true and correct copy of the excerpt of the June 16, 1999 Minutes of the Accomack County Board of Supervisors.



R. Keith Bull
Clerk of the Board

COMMONWEALTH OF VIRGINIA
COOPERATIVE AGREEMENT
BY AND BETWEEN
THE COUNTY OF FAUQUIER
AND
DEPARTMENT OF GAME AND INLAND FISHERIES

This Agreement entered into this 24th day of July, 2007 by the County of Fauquier hereinafter called the "County", and the Commonwealth of Virginia Board of Game and Inland Fisheries by the Department of Game and Inland Fisheries hereinafter called the "Department".

WITNESSETH:

WHEREAS, County has operated Lake Brittle under a Concession Agreement with Department since 2002; and

WHEREAS, the Department and the County are interested in improving the overall facility and management of Lake Brittle; and

WHEREAS, Department and County are desirous of a twenty-five (25) year Agreement for the purpose of cooperatively improving and operating the Lake Brittle property; and

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

1. **PRIOR AGREEMENTS:** The Concession Agreement dated February 1, 2002, Attachment A, and any other Agreement written or verbal shall be superseded in their entirety by this Agreement.
2. **TERM OF AGREEMENT:** Unless terminated in accordance with the terms set forth herein, this agreement shall commence on the date of its execution by both parties hereto and terminate 25 years from the date of commencement.
3. **SCOPE OF AGREEMENT:** The Agreement shall include all grounds, water, and facilities within the Lake Brittle property, hereinafter called the "Lake" as shown on Attachment B. County shall be responsible for all day-to-day maintenance and operations of those grounds, water, and facilities. Department shall be responsible for all aspects of dam safety compliance with state regulations and applicable safety responsibilities and fishery management. All major repairs and improvements to the grounds, water, and/or facilities shall be approved by Department and funded/constructed as mutually agreed upon by both parties. Major repairs and improvements are defined as those with a value of \$5,000 or more. The Lake will meet but not be limited to the following criteria:
 - a. Remain open to the public;
 - b. Maintain handicapped accessibility to the lake where appropriate, pier, and fishing resource center;

- c. Be free of charge for use of the Lake, boating access and pier;
 - d. Be maintained by the County to acceptable maintenance standards as referenced in Attachment C.
 - e. Be open to the public from 5 a.m. to midnight every day of the year.
 - f. Concession/boat rental operations shall be open from March 15 – October 15 at least 5 days per week.
4. **USE OF DEPARTMENT FUNDS:** The Department's funds shall only be used for the purposes and activities covered in the Agreement.
 5. **APPLICABLE LAWS:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
 6. **SEVERABILITY:** Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
 7. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between this Agreement and other provisions of collateral Contracts, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.
 8. **INTEGRATION AND MODIFICATION:** This Agreement and attachments incorporated herein constitutes the entire Agreement between the Department and the County. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
 9. **DISCLAIMER:** Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the project contained herein. Furthermore, the County shall not assign, sublet or subcontract any work related to this Agreement or interest it may have herein without the prior written consent of the Department except those services such as security, repairs, maintenance and mowing consistent with activities currently subcontracted by the County at other facilities without consent of the Department.
 10. **TERMINATION FOR CAUSE:** Either the Department or County may terminate the Agreement in whole, or in part, at any time before the date of completion, upon written notice to the other party that there has been a failure to comply with the conditions of the Agreement. In connection with such termination any recovery hereunder shall not exceed the actual expenditures which the non-breaching party may have incurred in accordance with its performance of this agreement.
 11. **TERMINATION FOR CONVENIENCE:** The Department and/or the County may terminate the Agreement in the event that funds are not appropriated by either party to permit the continued operation of the facility. The Department or the County may terminate the Agreement in whole, or in part, at any time before the date of completion, upon written

notice to the other party if both parties agree that the continuation of the Agreement will not produce beneficial results commensurate with further expenditure of funds. If termination is initiated by the Department the Department agrees to pay the County current depreciated value of any permanent buildings that were constructed with the approval of the Department during the term of the contract. If termination is initiated by the County, any improvements constructed by the County shall become the property of the Department.

12. COUNTY AGREEMENT: The County agrees as follows:
- a. The land set aside by this Agreement will only be used for the purposes of recreation related to the Lake including but not limited to administrative purposes. Any other uses must be submitted in writing and approved, in advance, by both parties.
 - b. The Lake's hours of operation will be 5 a.m. to midnight year round.
 - c. Piers and boat launching facilities are for launching and retrieval of watercraft.
 - d. Charge no fees for use of the Lake and associated facilities.
 - e. County will identify and mark the boundary of the Lake and associated bank fishing areas.
 - f. Maintain signage installed at the Lake by the Department.
 - g. Patrol the Lake as it deems appropriate to enforce local laws, rules and other public safety regulations, and direct traffic during peak use times.
 - h. Establish rules and regulations on appropriate public usage, vehicular access, litter control, and sanitation at the Lake. Keep the Lake open to the public for boating access and fishing, except for reasonable closures necessary for weather, maintenance and emergencies. Authority shall be granted for enforcement of the most current version of the County Parks ordinance for the Lake, the present version included as Attachment E.
 - i. Maintain the facility or have maintained its improvements and grounds for the term of this Agreement. Such Maintenance shall include cutting weeds and brush, maintaining the parking lot surfaces including parking barriers and bollards, maintaining drainage ditches, mowing the grass at established public access points, collection and removal of trash and garbage, maintain launching water depth (a minimum of 4 feet at mean low water at the end of the ramps), removal of debris and other routine maintenance necessary for safe public use of the Lake. Such maintenance shall be consistent with the then current practices and standards outlined found in Attachment C.
 - j. Maintain the striping pattern in the parking lot and ramp area including restriping these areas when needed.
 - k. Install a gate at entrance to Lake.
13. DEPARTMENT AGREEMENT: The Department, subject to available funding and appropriation by the General Assembly, agrees to:
- a. Patrol the Lake as it deems appropriate to enforce game, inland fish and boat laws as well as local regulations related to the public use of the Lake pursuant to its authority.
 - b. Erect signs related to direction, regulations of the Lake, boundaries,

- and public fishing rights and access.
- c. Make the necessary improvements to the Lake as needed, including the ramps, pier and parking area, and be responsible for costs associated with those improvements. The necessity for improvements shall be at the sole discretion of the Department. The County shall be notified in advance of any proposed changes and given the opportunity to comment prior to the change.
 - d. Provide obvious and conspicuous signs acknowledging participation of the County, Department, and any additional partners in any improvements.
 - e. Provide lighting from dusk to dawn and pay all related charges.
 - f. Allow the County to operate a concession operation for the purpose of renting equipment, sales of food and non-food items, and conduct programs and events related to the Lake.
 - g. Department will continue to pursue options and funding to construct a Fishing Resource Center.
14. **AGREEMENT DOCUMENTS:** The Agreement documents, incorporated herein, shall consist of:
- a. This signed form;
 - b. The attached description consisting of the following:
 - i. Concession Agreement (Attachment A)
 - ii. Plat of property (Attachment B)
 - iii. Maintenance Standards (Attachment C)
 - iv. Site Plan (Attachment D)
 - v. County Parks Ordinance (Attachment E)
15. **THIRD PARTY AGREEMENTS:** There are no third party beneficiaries to this Agreement.
16. **NOTICES:** All notices hereunder must be in writing and shall be deemed valid if sent via one of the following methods:
- a. certified mail, return receipt requested;
 - b. overnight delivery service, or
 - c. facsimile transmission.

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

Department: Commonwealth of Virginia,
 Board of Game and Inland Fisheries
 Virginia Department of Game and Inland Fisheries
 ATTN: Office of Capital Programs, Real Property Mgmt.
 4010 West Broad Street
 Richmond, Virginia 23230
 Telephone No.: 804-367-2212
 Fax No.: 804-367-2311

County: Fauquier County Administrator
 10 Hotel Street, Suite 204
 Warrenton, VA 20186
 Telephone No.: 540-347-8680

Fax No.: 540-349-2331

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

County: County of Fauquier

By:

Harry F. Atherton
Name, Title

Harry F. Atherton, Chairman of the Board of Supervisors

Date:

June 11, 2007

Approved by Resolution duly adopted on May 10, 2007

Date

By:

Fauquier County Board of Supervisors

Department: Department of Game and Inland Fisheries for the Board of Game and Inland Fisheries

By:

J. Carlton Courter, III
J. Carlton Courter, III, Director

APPROVED AS TO FORM	
<u><i>J. J. Brink</i></u>	<u>5/24/07</u>
COUNTY ATTY.	DATE

RESOLUTION

A RESOLUTION TO EXECUTE THE COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF FAUQUIER AND THE VIRGINIA DEPARTMENT OF GAME AND INLAND FISHERIES TO MANAGE AND OPERATE LAKE BRITTLE

WHEREAS, Fauquier County has operated Lake Brittle under a Concession Agreement with the Commonwealth of Virginia (Virginia Department of Game and Inland Fisheries) since 2002; and

WHEREAS, the Virginia Department of Game and Inland Fisheries and Fauquier County wish to improve the overall facility and management of Lake Brittle; and

WHEREAS, the Virginia Department of Game and Inland Fisheries and Fauquier County are desirous of an Agreement for the purpose of cooperatively improving and operating the Lake Brittle property; and

WHEREAS, the County is desirous of replacing the Concession Agreement with a longer term, more comprehensive twenty-five (25) year Cooperative Agreement; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 10th day of May 2007, That the Cooperative Agreement between the Virginia Department of Game and Inland Fisheries and Fauquier County Board of Supervisors be, and is hereby, approved; and, be it

RESOLVED FURTHER, That the County Administrator be, and is hereby, authorized to execute the document.

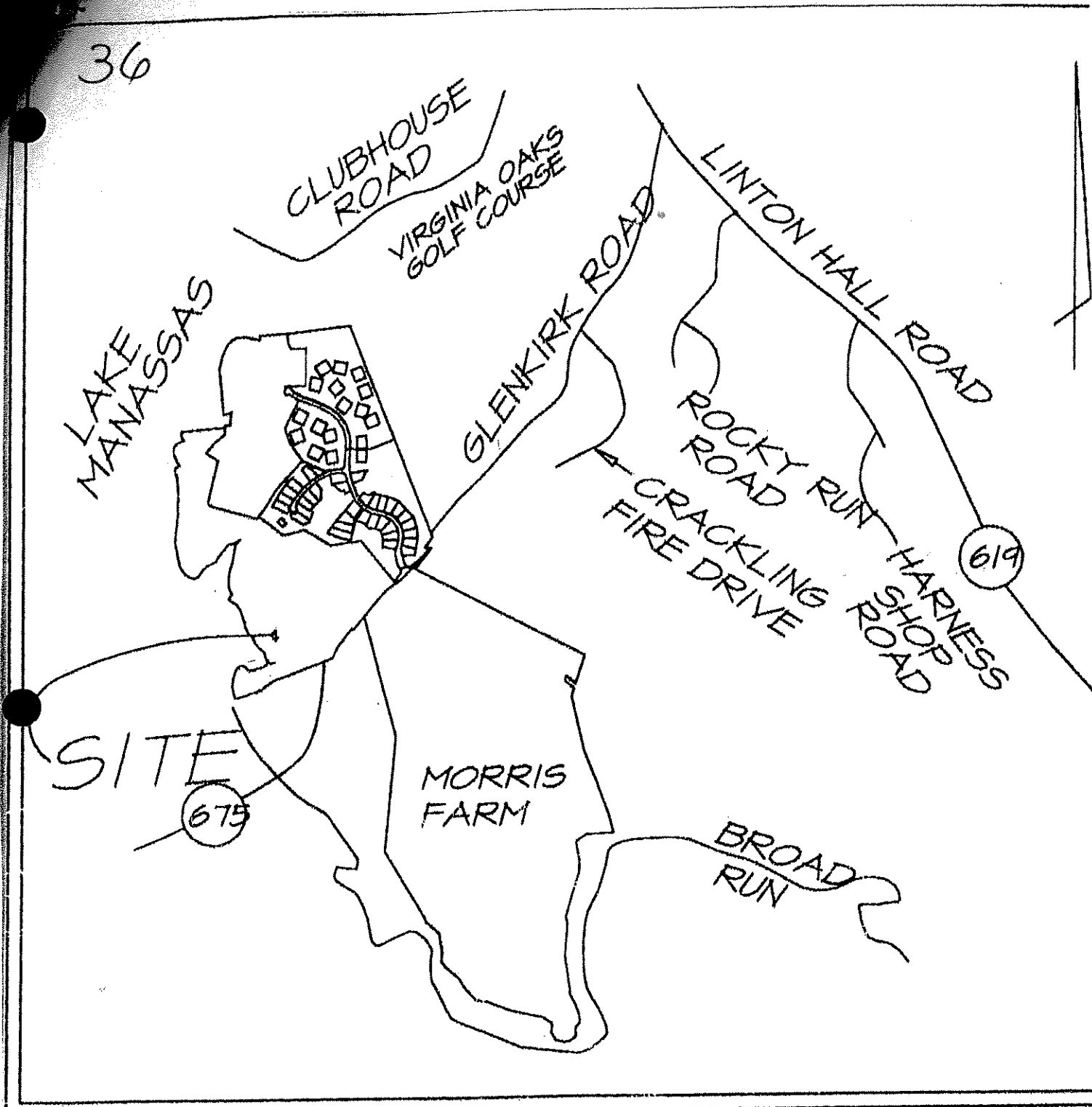
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*Paul S. McCulla
Clerk to the Board of Supervisors*

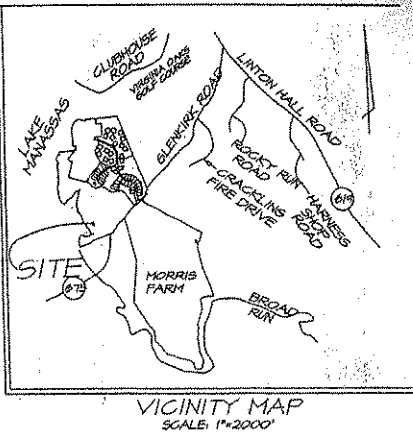
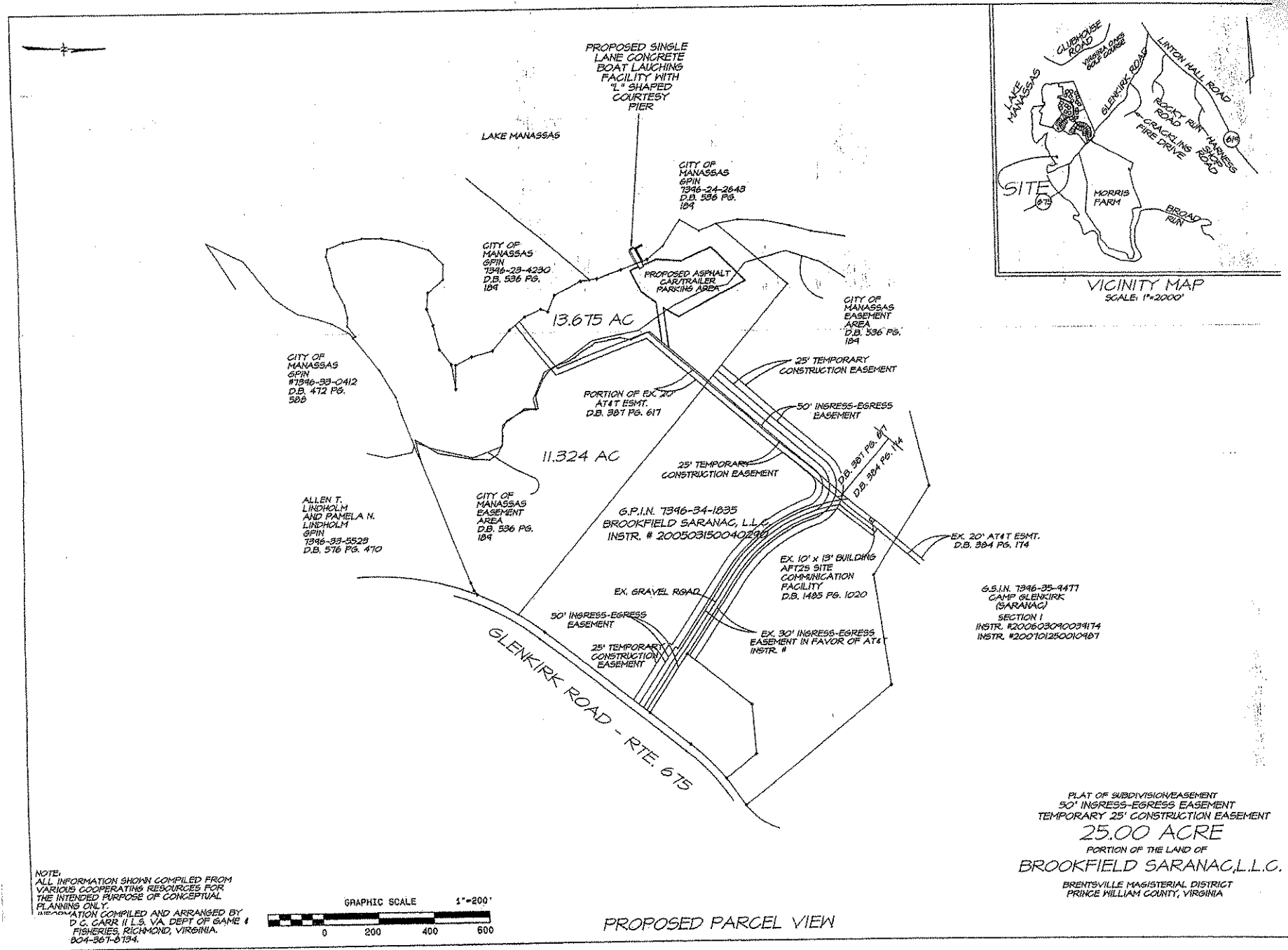
SARNAC PROPERTY
LOCATION AND DOCK
CONCEPTUAL
SKETCHES

36

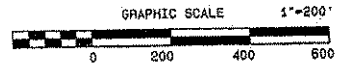


VICINITY MAP
SCALE: 1"=2000'

CONCEPTUAL DIVISION
OF
PROPOSED BOATING ACCESS SITE
LOCATED ON LAKE MANASSAS



NOTE:
ALL INFORMATION SHOWN COMPILED FROM
VARIOUS COOPERATING RESOURCES FOR
THE INTENDED PURPOSE OF CONCEPTUAL
PLANNING ONLY.
INFORMATION COMPILED AND ARRANGED BY
D. G. CARR II, S.A. DEPT OF GAME &
FISHERIES, RICHMOND, VIRGINIA.
804-367-0734.

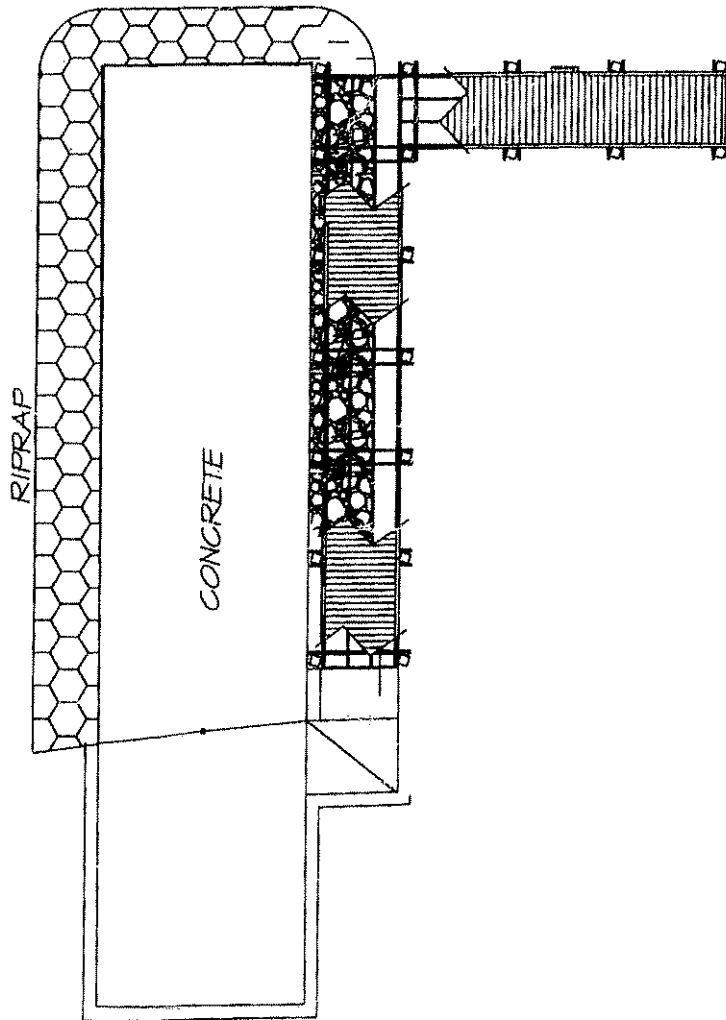


PROPOSED PARCEL VIEW

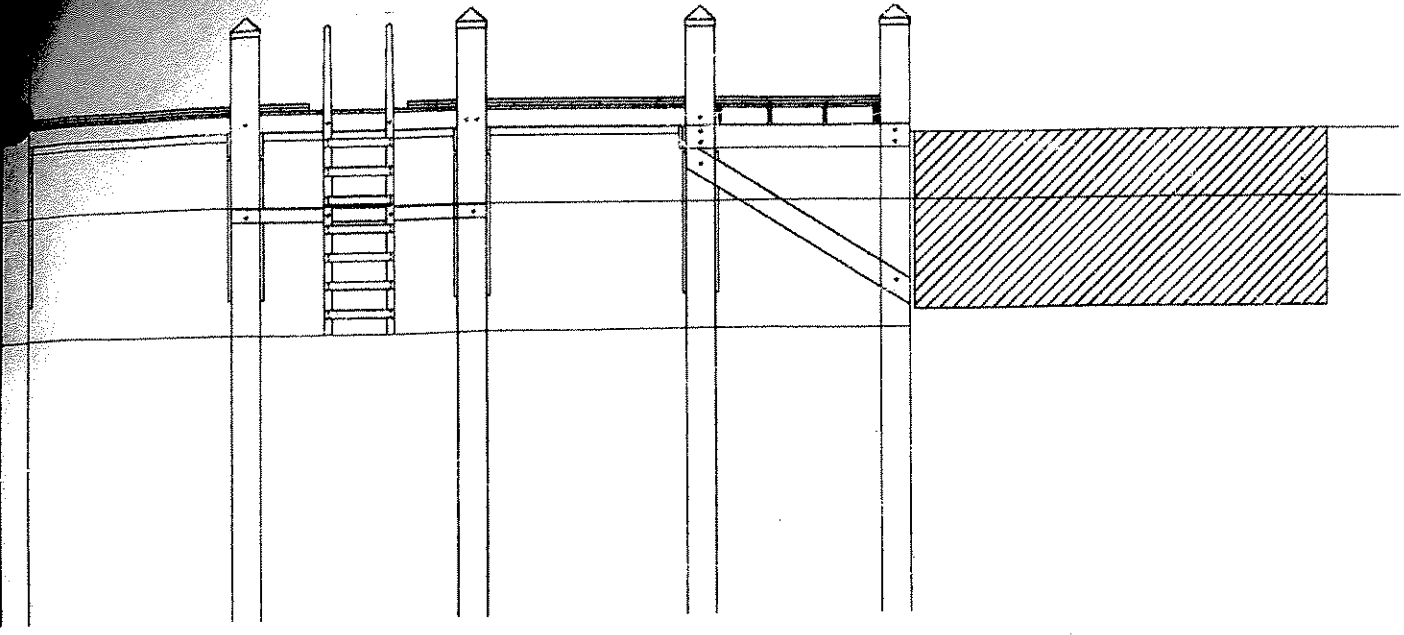
PLAT OF SUBDIVISION/EASEMENT
50' INGRESS-EGRESS EASEMENT
TEMPORARY 25' CONSTRUCTION EASEMENT
25.00 ACRE
PORTION OF THE LAND OF
BROOKFIELD SARANAC, L.L.C.
BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA

38

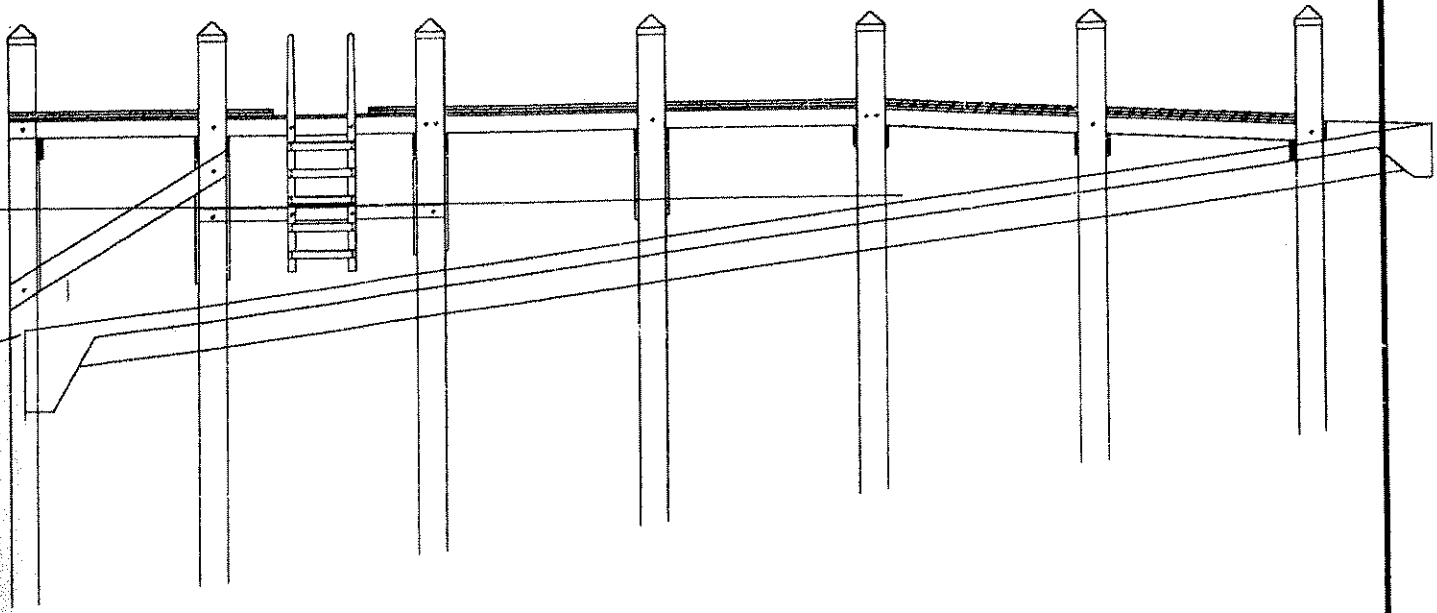
PROPOSED 16' X 60'
CONCRETE RAMP WITH
"L" SHAPED COURTESY PIER



RAMP/PIER
PLAN VIEW



RAMP/PIER
WATER TO LAND VIEW



RAMP/PIER
RAMP SIDE VIEW