

Board Agenda Item
May 24, 2017

ADMINISTRATIVE – 1

Adoption of Minutes – May 10, 2017, Park Authority Board Meeting

ISSUE:

Adoption of the minutes of the May 10, 2017, Park Authority Board meeting.

RECOMMENDATION:

The Park Authority Director recommends approval of the minutes of the May 10, 2017, Park Authority Board meeting.

TIMING:

Board action is requested on May 24, 2017.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Minutes of the May 10, 2017, Park Authority Board meeting

STAFF:

Kirk W. Kincannon, Executive Director
Sara Baldwin, Deputy Director/COO
Aimee L. Vosper, Deputy Director/CBD
Barbara J. Gorski, Administrative Assistant

**Fairfax County Park Authority
Board Meeting
May 10, 2017**

In the absence of the Chairman, the Vice Chairman called the meeting to order at 7:30 p.m. at 12055 Government Center Parkway, Room 941, Fairfax, Virginia.

Board Members:

William G. Bouie, Chairman*
Mary Cortina, Vice Chair
Michael W. Thompson, Jr., Secretary
Linwood Gorham, Treasurer*
Walter Alcorn
Dr. Cynthia Jacobs Carter
Mary Cortina
Maggie Godbold*
Timothy Hackman
Ronald Kendall
Faisal Khan
Anthony J. Vellucci

Staff Present:

Kirk W. Kincannon, Director
Sara Baldwin, Deputy Director/COO
Aimee Vosper, Deputy Director/CBD
Barbara Gorski
Judy Pedersen, PIO
David Bowden
Barbara Nugent
Cindy Walsh

Absent*

Guests: Daniel Robinson, County Attorney's
Office

PUBLIC COMMENT – No speakers were present

CLOSED SESSION

At 7:32 p.m. Mr. Thompson made a motion to convene in closed session for

- a) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel Virginia Code 2.2-371(A)(7).
- b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code §2.2-3711(A)(3).

Seconded by Mr. Alcorn. The motion carried by all member present; Ms. Godbold and Messrs. Bouie and Gorham were absent.

CERTIFICATION OF CLOSED SESSION

Mr. Thompson made a motion to certify that, to the best of each member's knowledge, only public business matters lawfully exempted from open meeting requirements under Virginia Code 2.2-3712 and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the Board; seconded by Mr. Alcorn. The motion carried by all members present. Ms. Godbold and Messrs. Bouie and Gorham were absent.

ACTIONS FROM CLOSED SESSION

C-1 Addition of Property Located in the Lee District to the Work Plan

Mr. Thompson made a motion to add property located in the Lee District to the Work Plan; seconded by Mr. Alcorn. The motion carried by all members present. Ms. Godbold and Messrs. Bouie and Gorham were absent.

C-3 County Attorney Representation

Mr. Thompson made a motion to waive the conflict of interest by the county attorney in order that he may represent the Park Authority in the matter of the Flatlick property lease with the Board of Supervisors and the Resident Curator Lease with the Board of Supervisors; seconded by Mr. Alcorn. The motion carried by all members present. Ms. Godbold and Messrs. Bouie and Gorham were absent.

ADMINISTRATIVE ITEMS

ADMIN-1 Adoption of Minutes – April 12, 2017, Park Authority Board Meeting

Without objection Mr. Thompson made a motion that the minutes of the May 10 meeting reflect that a proper vote for the minutes of April 12, 2017, was taken, six members present voting AYE, four members having abstained.

Mr. Quincy made a motion to approve the minutes of the April 12, 2017, Park Authority Board meeting; seconded by Mr. Thompson. The motion carried by all members present.

ADMIN-2 Adoption of Minutes – April 26, 2017, Park Authority Board Meeting

Mr. Quincy made a motion to adopt the minutes of the April 26, 2017, Park Authority Board meeting; seconded by Mr. Thompson. The motion carried by all members present. Ms. Godbold and Messrs. Bouie and Gorham were absent.

INFORMATION ITEMS**I-1 Resident Curator Program Update and Ellmore, Turner Farm, and Stempson Proposals Review**

No action was necessary.

CHAIRMAN'S MATTERS

- Ms. Cortina thanked the Park Authority staff for a splendid partnership with Go Ape at South Run District Park. She attended the ribbon cutting which was fantastic and a lot of fun. This is going to be a great partnership. She has heard from friends that have already booked birthday parties. The customer service was fantastic.

Ms. Cortina attended the Children's Citizenship Ceremony at Sully Historic Site. It was a wonderful experience as Mr. Bouie has often remarked. She encouraged everyone to attend next year if they can because it is something special to welcome these young residents into becoming citizens.

DIRECTOR'S MATTERS

- The annual SpringFest event (also known as Earth Day and Arbor Day celebration) was held at Sully Historic Site, instead of the Workhouse Museum in Lorton, on April 29 and was enjoyed by over an estimated 3,700 people.

Attendees took part in Park Authority Obstacle Course that challenged participants in active and passive recreational activities. Natural and environmental sciences were interpreted in numerous ways. Fairfax County and Virginia history was used to show off the rich cultural resources. Over 70 vendors provided goods, food, services, and education to the event. Another new addition this year was the Fairfax County Farmer's Market selling produce and plants. Several new trees were planted at Sully Historic Site the day of the event and a tree scavenger hunt was an added adventure. Foot golf also debuted this year. If you walked the beautiful grounds of Sully during the hours of 10 a.m. to 4 p.m., you most likely heard the sound of a truck's horn blowing or the bell of a restored historic train. The pieces of equipment were part of the "Touch a Truck" attraction. CleanFairfax, DPWES, Park Authority Foundation, and many other partners joined the FCPA in holding the annual event.

Congresswoman Barbara Comstock and Chairman Sharon Bulova were two distinguished speakers on the stage that joined Virginia Delegate Jenifer Boysko in recognizing Sully Historic Site's 40th Anniversary with an official resolution. Sully proved to be a wonderful and gracious host to thousands on this day of celebrating the earth.

- The Friends Team continues to progress ahead on the three project deliverables – a Board Policy, a Memorandum of Agreement template, and the Friends online Handbook.

Staff will provide more details on each at the May 24 Committee of the Whole Meeting with a discussion around the first draft of the Friends Policy.

Director's office staff have a meeting on May 17 to update Mary Cortina and Harry Glasgow.

A Federation of Friends meeting is also being organized for Thursday evening, June 8, from 7 to 9 p.m. at **Green Spring Gardens**. An update on the project deliverables will also be provided to the full group along with a presentation of the county's Volunteer Management System and an open input discussion on the draft Friends Group Policy and MOA.

- Kirk reminded the board that a tour of Tysons as requested by the board will take place on Saturday, June 10, from 9 a.m. – noon. The group will meet at Luther Jackson Middle School. He reminded the board to let Barbara Gorski know if they plan to participate in the tour.

BOARD MATTERS

- Mr. Khan had nothing to report.
- Mr. Quincy attended the Children's Citizenship Ceremony with Ms. Cortina and Mr. Bouie and it was very inspiring.

He also attended SpringFest. The event also held a poetry contest and he was even more inspired by that. It showed that today's youngsters are doing more than walking around with their iPads and iPhones. They wrote great poems. Ms. Baldwin was also there and she would agree.

- Dr. Carter spent Sunday, May 10 at the Huntley Meadows Wetland Awareness Day as the master of ceremonies of the event. There were several guest speakers, among them was Ms. Vosper. It was fabulous to celebrate receipt of the Governor's Environmental Excellence Award, a Gold Medal winner for the Huntley Meadows Wetlands Restoration. Everyone was very excited about the award. Dr. Carter congratulated staff, the volunteers, the Friends. Mr. Glasgow and a number of staff and folks also attended the event.
- Ms. Godbold was absent.
- Mr. Thompson attended the Go Ape opening and the day without a hitch thanks to Ms. Pedersen. The facility itself is awesome. Like Ms. Cortina, the number of people that have texted him or sent him pictures of themselves and their kids all throughout the Go Ape course are amazing. To hear about all the scouts that are looking to sign up or have signed up is an indication that it will be very successful program. Mr. Thompson thanked Supervisors Herrity and McKay for attending the event and providing their support. He had posted a

picture on Facebook of Supervisor McKay that looks like he is about to step out onto a tightrope.

Mr. Thompson understands that a number of promotions have gone out to different companies. He believes it is going to be long-term attraction for Parks to have.

Mr. Thompson reminded everyone to come to the other cool thing – the ribbon cutting for the driving range at Burke Lake Golf Course on Saturday, May 13. He understands that it is already exceeding expectations. He looks forward to seeing everybody there, even if it rains because a lot of the bays are covered.

Ms. Cortina said that she was there early on Saturday at 10 a.m. because she didn't want to be late, although she was a week early in the pouring rain. In spite of the rain every bay was full.

- Mr. Gorham was absent.
- Mr. Alcorn had nothing to report.
- Mr. Vellucci provided a quick reminder to everyone to submit nominations for the Elly Doyle Awards as quickly as possible.

The Friends of Long Branch Stream Valley and Accotink Creek had a meeting on May 9. One of the Friends had developed an app that basically tracks trash in parks. It allows the cleanup coordinator to identify where the trash is located in the park so he can go to the site rather than a shot gun approach as is done now. As the individual cleans up the site it can be identified as cleaned up so as people come they can see what trash is remaining and pick it up. It was used once at Lake Accotink Park but it still has some bugs in it, which the developer is working on to get them out. The app appears to have a lot of applicability.

Mr. Vellucci asked if there was a location for the Master Plan Focus Group meeting with the Friends groups. Staff noted that it is being held at Twin Lakes Golf Course.

Mr. Vellucci stated that he has received several comments regarding changes to the photography fees this year. Mr. Kincannon commented that the fees have not changed, nor has the information on the website. Ms. Walsh reached out to staff at Green Spring Gardens for clarity. Staff has developed a response which will be sent to the individuals that questioned the fees. Mr. Vellucci asked that staff send him a quick email response.

He commented that he addressed an issue with Mr. Kincannon as 'Encroachment Man'. He suggested that while Parks is holding public meetings on master plans, it could also raise the issue of encroachments at that specific park since it has a captive audience. Parks has existing conditions in the template of our master plans where it talks about natural resources,

soils, topography, vegetation, hydrology, the existing infrastructure. Wouldn't it be wonderful if Parks also talked about the existing encroachment and use it as a talking point to get the community to become aware?

He still believes the Authority needs systemwide master plan, but he is willing to accept a small start at each individual park when it does these master plans. Mr. Vellucci stated that he would like to put a motion before the board, unless Mr. Kincannon tells him Parks is going to address encroachments during these meetings. Mr. Kincannon indicated that he and Ms. Vosper will work to see that this is added to the Planning and Development master plan process. It is a great suggestion.

On the subject on master plans, Mr. Vellucci noted that many of the master plans have dates as old as the 1960s. He suggested that a program be developed in which every master plan is reviewed at least every ten years. Each Conceptual Development Plan could note that the master plan was review on a specific date and is still good. Mr. Kincannon stated that there is a goal to master plan most of Parks' 426 parks. This would require bringing 40+ master plans per year and go through some level of review process, even on a ten-year schedule. Without the resources, Mr. Kincannon doesn't believe this is attainable. Parks would be able to bring two or three each year for remaster planning and checking, as well as new park development. He will check with Mr. Bowden to see what the process is going forward. Mr. Kincannon discussed staff resources and funding. He added that this was a good idea, but he would work with Planning and Development.

- Mr. Hackman announced that there is a Resident Curator Program public meeting for Turner Farm at the Great Falls Grange on May 17 at 7 p.m.

He also attended the opening of Go Ape, SpringFest, and the Pirate Fest and is proud to be associated with this organization. He congratulated everyone on behalf of all those events.

- Mr. Kendall attended the opening day ceremonies of the Mason District Little League with Mr. Bouie on April 29 at Mason District Park. The number of kids there for opening day was impressive. There were about 100-120 parents and as many kids on the field. They were joined by Supervisor Penny Gross, School Board Chair Sandy Evans, and a representative from the Nationals organization. It was a great day and everybody had a good time.

Green Spring Gardens Day is coming on May 20 and he encouraged everyone to get out there.

The Summer Concert Series will begin on June 18. More information will be forthcoming. Mr. Kendall asked everyone to share the information about the free concerts as they would like to increase the numbers this year.

ADJOURNMENT

There being no further business and without objection, Ms. Cortina adjourned the meeting at 8:22 p.m.

Michael W. Thompson, Jr., Secretary

Minutes Approved at Meeting
on May 24, 2017

Kirk W. Kincannon, Executive Director

Park Authority Board Minutes prepared by

Barbara J. Gorski, Administrative Assistant

Board Agenda Item
May 24, 2017

ACTION – 1

Scope Approval – Mason District Park Diamond Field #1 – Installation of Athletic Field Lighting Including Approval of a Memorandum of Agreement with the Washington Nationals Dream Foundation for a Turnkey Donation of Field Improvements (Mason District)

ISSUE:

Approval of the project scope to design, permit, and install athletic field lighting and approval of a Memorandum of Agreement with the Washington Nationals Dream Foundation for a turnkey donation of field improvements at Mason District Park diamond field #1.

RECOMMENDATION:

The Park Authority Director recommends approval of the project scope to design, permit, and install athletic field lighting and approval of a Memorandum of Agreement with the Washington Nationals Dream Foundation for a turnkey donation of field improvements at Mason District Park diamond field #1.

TIMING:

Board approval of the project scope and acceptance of the turnkey donation are requested on May 24, 2017, to maintain the project schedule.

BACKGROUND:

Mason District Little League (MDLL), the primary user of diamond field #1 at Mason District Park, has been adopted by the Washington Nationals Baseball Club for the 2017 season. The Washington Nationals Baseball Club has an initiative to renovate local baseball fields via the Washington Nationals Dream Foundation's (WNDF), a non-profit 501(c)3 charitable organization with a charitable initiative to renovate youth baseball fields through its "Legacy Fields" program. WNDF working with MDLL is proposing to donate a turnkey renovation of field #1 at Mason District Park.

Staff briefed the details of the proposed turnkey donation to the Park Authority Board Planning and Development Committee on May 10, 2017. WNDF in partnership with MDLL is proposing to fund and construct improvements to the diamond field as outlined in the attached scope of work (Attachment 1).

Board Agenda Item
May 24, 2017

The attached Memorandum of Agreement (MOA) outlines the obligations of the Park Authority and WDNF for donation of the field improvements (Attachment 2). The MOA has been reviewed by the Office of the County Attorney (OCA) for compliance with the Virginia Public Procurement Regulations and the OCA has agreed that the MOA satisfies the procurement regulations. Staff has been working with representatives of MDLL, the Washington Nationals, WDNF and their contractor, Whiting/Turner for construction of the improvements between June 2017 and August 2017. A ribbon cutting is tentatively scheduled for August 28, 2017, prior to the fall Little League season.

Staff has estimated the value of the donation of the completed field improvements at up to \$400,000. The Washington Nationals have requested the right to include sponsors' logos on the scoreboard and field monument sign as well as including field naming for a current or former player per the Park Authority's Sponsorship Policy. The period of agreement for sponsorship and field naming will be for ten years.

The 2016 Park Bond includes a project for lifecycle replacement of the athletic field lighting system at field #1 at Mason District Park. The scope of work for replacement of the lighting includes replacing the existing lighting system that was installed in the mid-1980s with a new state-of-the-art LED lighting system in conformance with the Park Authority's Athletic Field Lighting Standards.

The scope cost estimate to replace the athletic field lighting at Mason District Park field #1 with a new LED lighting system is \$260,000. (Attachment 3).

The proposed timeline for completing the project is as follows:

Phase	Planned Completion
Scope	May 2017
Construction	August 2017

MDLL is also applying for a Mastenbrook Grant as part of the partnership with WDNF and is planning on entering into an Adopt-A-Field Agreement for maintenance of the field after completion of the improvements. Based on the reduced annual field maintenance and the improved energy efficiency of the LED athletic field lighting a small reduction in the annual operating cost for the field should be realized.

FISCAL IMPACT:

Based on the scope cost estimate for the athletic field lighting, funding in the amount of \$260,000 is necessary to fund this project. Funding is currently available in the amount

Board Agenda Item
May 24, 2017

of \$260,000 Fund 300-C30400, 2016 Park Bond, Project PR-000078, Park Renovations and Upgrades – 2016.

ENCLOSED DOCUMENTS:

Attachment 1: WNDP Proposed Scope of Work

Attachment 2: Memorandum of Agreement between WNDP and FCPA

Attachment 3: Scope Cost Estimate

STAFF:

Kirk W. Kincannon, Executive Director

Sara Baldwin, Deputy Director/COO

Aimee L. Vosper, Deputy Director/CBD

David Bowden, Director, Planning and Development Division

Todd Brown, Director, Park Operations Division

Mohamed Kadasi, Project Coordinator, Project Management Branch

Charles Mends-Cole, Project Manager, Project Management Branch

Janet Burns, Fiscal Administrator

Michael Baird, Manager, Capital and Fiscal Services

This page intentionally left blank.

PROJECT SCOPE

WNDF shall cause a general contractor to provide the following renovations as part of Project:

1. Create a larger field of play by extending outward the outfield fence by approximately 20 feet. The new outfield fencing will consist of chain link fence to match existing fencing and will include yellow poly cap fence guards. Any existing gates that are removed will be replaced with similar gates.
2. Extend existing field irrigation to cover extended outfield, including irrigation heads.
3. Remove existing foul poles and install new foul poles to match existing.
4. Remove existing field grass. Existing Turf/Spoils resulting from the removal of the existing field will be permanently moved/deposited to a single location at the Mason District Park (spoils will not be hauled off site). Grade existing field and install new sod.
5. Subject to Section 1(b) of the Agreement, renovate the dugouts as follows:
 - a. Remove existing dugouts and replace them with covered dugouts constructed with an aluminum/metal roof
 - b. Expand the size of the dugouts
 - c. As needed, replace existing fencing that encloses the dugouts
 - d. Add new aluminum benches in the dugouts
 - e. Replace existing bat rack/helmet rack with new rack
6. Grade the existing flooring surface of the batting cage and infill the surface with like material.
7. Remove the existing scoreboard, and furnish and install a new Dactronics electric powered scoreboard with wireless control box. Scoreboard structure to include sponsorship panels on each side of scoreboard. Entire structure measures approximately 26 feet wide by 14 feet tall (not including installation poles). See preliminary design below.
8. Install new non-illuminated monument at entrance to the Field measuring approximately 5 feet wide by 3.5 feet tall. See preliminary design below.
9. Furnish one (1) portable mound and one (1) set of bases (including a homeplate).

10. Subject to Section 1(b) of the Agreement, furnish and install a new shade structure/fabric over existing bleachers.

11. Furnish and install one (1) storage shed.

MEMORANDUM OF AGREEMENT

BETWEEN

THE WASHINGTON NATIONALS DREAM FOUNDATION

AND

THE FAIRFAX COUNTY PARK AUTHORITY

WHEREAS, the Washington Nationals Dream Foundation (“WNDF”) is a non-profit 501(c)3 charitable organization and one of its charitable initiatives is renovating youth baseball fields through its “Legacy Fields” program; and

WHEREAS, WNDF desires to cause a third-party contractor to renovate certain elements of Field #1 at Mason District Park (the “Field”) as part of the “Legacy Fields” program in accordance with Exhibit A (the “Project”); and

WHEREAS, WNDF and the Fairfax County Park Authority (“FCPA”) desire to define the obligations of each party in this Memorandum of Agreement (“Agreement”).

NOW THEREFORE, it is agreed as follows:

1. Obligations of FCPA.

- a. FCPA shall install a new athletic field lighting system including obtaining all necessary permits in accordance with the Park Authority’s Athletic Field Lighting Standards at its own cost (the “Lighting Upgrades”). FCPA will endeavor to complete installation of the new athletic field lighting system by no later than August 15, 2017.
- b. On behalf of FCPA, WNDF or any contractors or subcontractors hired to work on the Project, FCPA shall promptly procure and obtain any and all necessary approvals and permits based on the scope of work identified in Exhibit A for: (i) work on the Project or (ii) fulfill or comply with any other obligations under this Agreement.
- c. FCPA shall install and maintain any and all public utilities at the Field, including, without limitation, any electrical service. FCPA shall ensure that sufficient power and electrical connections exist to operate the scoreboard. FCPA shall pay for all related utility fees and electrical service including, without limitation, availability, tap, meter and use fees.
- d. Except for any WNDF Marks or third-party Marks, upon completion of the Project, FCPA will continue to own, operate and maintain the Field, including accepting all liability for ownership.

- e. FCPA shall update any directional signage related to the Field to include the name of the Field as outlined in Section 6 below and to include WNDF Marks as requested by WNDF.
- f. FCPA shall trim any of the existing foliage and trees at or around the Field required to complete the project prior to the commencement of any renovations in consultation with WNDF or the general contractor.
- g. FCPA shall provide new trash and recycling receptacles at the Field per FCPA standards.

2. Obligations of WNDF.

- a. WNDF shall cause the general contractor to design and construct the Project as outlined in Exhibit A at no cost to FCPA.
- b. WNDF shall provide FCPA with field plans and site plans for the Project. WNDF shall also provide any plans for any subsequent revisions for review and approval by FCPA, and such approval shall not be unreasonably withheld.
- c. WNDF shall include a clause in the contract between WNDF and the general contractor that the general contractor agrees to indemnify and hold harmless Fairfax County and the Fairfax County Park Authority from any and all claims or suits which result from negligent errors, omissions, or acts of the general contractor, its subcontractors and their agents and employees.
- d. WNDF shall cause third party contractor(s) to provide to FCPA a one-year construction warranty for the Project, and shall pass on any extended warranties related to the Project.
- e. WNDF shall provide a release of liens for all third-party contractors and material suppliers for the Project.
- f. WNDF shall cause the general contractor to provide insurance coverage during construction as required by Fairfax County's Risk Management Division that names FCPA as an additional insured.
- g. Upon completion of the Project, WNDF shall donate the Project to FCPA. WNDF shall receive no financial remuneration or any other in-kind consideration from FCPA for the design or construction of the Project.

3. Term.

This Agreement shall commence as of May 1, 2017, and, unless terminated as set forth herein, shall remain in effect for ten (10) calendar years (the "Initial Term").

Following the Initial Term, this Agreement shall automatically renew for one (1) year periods.

4. Termination.

- a. Following the Initial Term, FCPA, in its sole discretion may terminate this Agreement by providing written notice to WDNF. If FCPA terminates this Agreement after the Initial Term, FCPA shall remove WDNF Marks and third-party Marks at its own expense.
- b. Following the Initial Term, WDNF, in its sole discretion, may revoke the license granted to FCPA to use WDNF Marks or third-party Marks by providing written notice to FCPA. If WDNF revokes any such license after the Initial Term, WDNF shall remove such Marks at its own expense.
- c. Either party may terminate this Agreement if the other party breaches a material term of this Agreement and does not cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. Upon termination of this Agreement pursuant to this Section 4(c), all licenses granted herein shall immediately terminate. If WDNF terminates this Agreement pursuant to this Section 4(c), FCPA shall remove all WDNF Marks and third-party Marks at its own expense. If FCPA terminates this Agreement pursuant to this Section 4(c), WDNF shall remove all WDNF Marks and third-party Marks at its own expense.

5. Public Announcements and Promotional Activities.

The timing and content of any public announcements or communications relating to the Project shall be mutually agreed upon by the parties. The parties agree that all press releases or other media related to the Project shall name the parties or display the Marks of the parties to this Agreement. The parties agree to work together to plan and execute a ribbon cutting ceremony to be held at the Field on or about August 28, 2017.

6. Intellectual Property.

Subject to the terms and conditions of this Agreement, each party hereby grants to the other party a non-exclusive, worldwide and royalty free license to use each party's Marks as necessary for each party to perform its obligations and activate and exercise its rights under this Agreement. "Marks" shall mean the name, trademarks or logos of a person or entity. Each use of WDNF Marks shall be subject to the WDNF's prior written approval, and each use of FCPA Marks shall be subject to FCPA's prior written approval. FCPA shall not change or edit WDNF Marks without WDNF's prior written approval. Either party may revoke this license at any time in its sole discretion and remove its Marks at its own expense. For purposes of this Agreement, WDNF Marks shall include the Marks of Washington Nationals Baseball Club, LLC.

7. Third-party Sponsors.

Subject to FCPA Policy 307 and the approval process set forth therein, WNDF may include the Marks of third-party sponsors on the scoreboard at the Field, and WNDF may change such third-party Marks of sponsors at any time. FCPA shall not add any Marks on the scoreboard without the prior written approval of WNDF.

8. Naming of the Field.

Subject to FCPA Policy 307 and the approval process set forth therein, WNDF may name the Field as part of the Project, including, without limitation, after a current or former player, coach or executive of the Washington Nationals franchise (i.e., “[Player/Coach Name] Field”). The Field name shall be included on the scoreboard, monument, and any directional signage. If during the Term, FCPA decides to revoke its approval of the naming of the Field, WNDF shall be have an opportunity to rename the Field, subject to FCPA Policy 307.

9. Maintenance and Repair.

FCPA shall be responsible for all of the maintenance and repairs of the Field and all related signage, including, without limitation, the scoreboard, the monument adjacent to the Field, and directional signage. FCPA shall perform routine maintenance and repairs in accordance with the FCPA Maintenance Standards attached as Exhibit B. If Mason District Little League (MDLL) enters into a full adoption agreement for the Field pursuant to FCPA’s “Adopt-A-Field” program MDLL shall assume maintenance responsibilities per the Adopt-A-Field Agreement.

10. Priority of the Field for Mason District Little League.

FCPA agrees that Mason District Little League (“MDLL”) will enjoy scheduling priority of the Field as long as MDLL enters into a full adoption of the Field pursuant to FCPA’s “Adopt-A-Field” program.

11. Representations and Warranties.

Each party represents and warrants that: (i) it has all corporate power, legal authority and rights necessary to enter into and to perform its obligations under this Agreement; and (ii) that its Marks do not, and will not, infringe any intellectual property rights of any third party.

12. Limitation of Liability.

Neither party shall be liable for any claims, liabilities, or expenses arising out of the acts or omissions of the other party. To the extent permitted by the laws of the Commonwealth of Virginia, each party agrees to be solely and fully responsible for all acts or omissions of its agents, and/or employees, causing harm to persons not a party to this Agreement as provided by the laws and regulations of the Commonwealth of Virginia.

13. Force Majeure. No party shall be in breach of this Agreement for any delay in performance or non-performance due to an act of God, natural disaster,

catastrophe, accident, fire, labor dispute, lockout or strike, riot or civil commotion, act of public enemy, governmental act, regulation or rule, failure of technical facilities, emergency or other circumstance beyond the control of the applicable party (“Force Majeure Event”). The parties’ respective performance under this Agreement will be suspended during any such Force Majeure Event, and each party shall resume performance of this Agreement upon the conclusion of such Force Majeure Event.

- 14. Miscellaneous.** No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy. All notices shall be in writing and shall be deemed delivered three (3) days after deposit in the U.S. mail, certified, return receipt requested, to the addresses listed below, and in the case of WDNF, with an additional notice sent to Washington Nationals Dream Foundation, 1500 S. Capitol St., SE, Washington, DC, 20003, Attn: Legal Department. The parties are independent contractors. This Agreement shall be governed by the laws, codes, and policies of the Commonwealth of Virginia, Fairfax County. The parties agree to the exclusive jurisdiction and venue of the federal and state courts in the Commonwealth of Virginia in any action arising out of or relating to this Agreement. The parties expressly waive all constitutional and statutory rights to trial by jury. Each party agrees to comply with all laws, regulations, statutes, and ordinances applicable to it in connection with its performance under this Agreement. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties regarding its subject matter and may not be amended except by a writing signed by an authorized representative of each party. Neither party may assign this Agreement without written consent of the other party. This Agreement may be executed in any number of counterparts (including by facsimile or .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

[Signature Page Below]

WASHINGTON NATIONALS DREAM FOUNDATION

By: _____
Marla Lerner Tanenbaum, Chair
Washington Nationals Dream Foundation
1501 S. Capitol St., SE
Washington, DC 20003

Date: _____

FAIRFAX COUNTY PARK AUTHORITY

By: _____
Kirk W. Kincannon, Executive Director
Fairfax County Park Authority
12055 Government Center Parkway, Suite 927
Fairfax, VA 22035-1118

Date: _____

PROJECT SCOPE

WNDF shall cause a general contractor to provide the following renovations as part of Project:

1. Create a larger field of play by extending outward the outfield fence by approximately 20 feet. The new outfield fencing will consist of chain link fence to match existing fencing and will include yellow poly cap fence guards. Any existing gates that are removed will be replaced with similar gates.
2. Extend existing field irrigation to cover extended outfield, including irrigation heads.
3. Remove existing foul poles and install new foul poles to match existing.
4. Remove existing field grass. Existing Turf/Spoils resulting from the removal of the existing field will be permanently moved/deposited to a single location at the Mason District Park (spoils will not be hauled off site). Grade existing field and install new sod.
5. Subject to Section 1(b) of the Agreement, renovate the dugouts as follows:
 - a. Remove existing dugouts and replace them with covered dugouts constructed with an aluminum/metal roof
 - b. Expand the size of the dugouts
 - c. As needed, replace existing fencing that encloses the dugouts
 - d. Add new aluminum benches in the dugouts
 - e. Replace existing bat rack/helmet rack with new rack
6. Grade the existing flooring surface of of the batting cage and infill the surface with like material.
7. Remove the existing scoreboard, and furnish and install a new Dactronics electric powered scoreboard with wireless control box. Scoreboard structure to include sponsorship panels on each side of scoreboard. Entire structure measures approximately 26 feet wide by 14 feet tall (not including installation poles). See preliminary design below.
8. Install new non-illuminated monument at entrance to the Field measuring approximately 5 feet wide by 3.5 feet tall. See preliminary design below.
9. Furnish one (1) portable mound and one (1) set of bases (including a homeplate).
10. Subject to Section 1(b) of the Agreement, furnish and install a new shade structure/fabric over existing bleachers.

11. Furnish and install one (1) storage shed.

EXHIBIT B

FCPA MAINTENANCE STANDARDS

Maintenance Task Standards

<u>Maintenance Task</u>	<u>Field Types</u>		
	Diamonds	Rectangles	Synthetic
Base, Plate & Rubber Inspection, Infield Raking & Dragging	2 x Week	-	2 x Week (no dragging)
Refuse Removal	2 x Week		
Amenity Inspections	Weekly		
Mowing Frequency: Cool season grass Height Bermudagrass Height	2 x Week 2 ½" Maintained to 3 ½" Max ¾" to 1 ½" Maintained (no more than 1/3 cut)		-
Warning Tracks	Weekly	-	
Irrigation Systems Programming	Weekly		-
Irrigation Systems Inspections	Monthly		-
Lighting Systems Inspections	Every 2 Weeks		
Minor Repairs & Renovations	As Needed & As Funding is Available		
Lining	Pre-Season		As Needed
Turf Program	Irigated & Non-Irigated Programs		-
Surface Debris Removal	As Needed		
Surface Grooming	-		Every 2 Weeks
Surface Reconditioning & GMax Testing	-		Annually

SCOPE COST ESTIMATE

**Mason District Park
Diamond Field #1 – Athletic Field Lighting Replacement**

• Permits	<u>\$ 5,000</u>
Construction	
• Remove Existing Lighting System	\$ 20,000
• Tree Trimming	\$ 10,000
• New LED Lighting System	<u>\$185,000</u>
Construction Subtotal	\$220,000
Construction Contingency	\$ 20,000
Administration	<u>\$ 20,000</u>
Total Project Estimate	\$260,000

Board Agenda Item
May 24, 2017

ACTION – 2

Mason District Park – Mastenbrook Volunteer Matching Fund Grant Program Request – Mason District Little League Club (Mason District)

ISSUE:

Approval of a Mastenbrook Volunteer Matching Fund Grant Program request from Mason District Little League in the amount of \$20,000 for improvements to diamond field #1 at Mason District Park.

RECOMMENDATION:

The Park Authority Director recommends approval of the Mastenbrook Volunteer Matching Fund Grant Program request from Mason District Little League in the amount of \$20,000 for improvements to diamond field #1 at Mason District Park

TIMING:

Board action is requested on May 24, 2017, to maintain the project schedule.

BACKGROUND:

Mason District Little League (MDLL), the primary user of diamond field #1 at Mason District Park, has been adopted by the Washington Nationals Baseball Club for the 2017 season. The Washington Nationals Baseball Club has an initiative to renovate local baseball fields via the Washington Nationals Dream Foundation (WNDF), a non-profit 501(c)3 charitable organization with a charitable initiative to renovate youth baseball fields through its “Legacy Fields” program. WNDF working with MDLL is proposing to donate a turnkey renovation of field #1 at Mason District Park.

MDLL is requesting \$20,000 from the Mastenbrook Volunteer Matching Fund Grants Program to help fund the completion of the project (Attachment 1). If approved, the \$20,000 from the Mastenbrook Volunteer Matching Fund Grants Program, along with the turnkey donation from WNDF will be sufficient to complete the project. The total project budget is \$400,000.

MDLL has proposed to enter into an Adopt-A-Field Agreement to provide maintenance of the field once the improvements are completed.

Board Agenda Item
May 24, 2017

The Park Authority Board Member for the Mason District supports approval of the Grant request. Staff from Planning and Development will manage the project, which is scheduled for completion in the summer of 2017. Matching funds are available to complete this project.

FISCAL IMPACT:

Funds are currently available in the amount of \$20,000 in WBS PR-000009, Community Parks/New Facilities-2012, in Fund 300-C30400, Park Authority Bond Construction. Contingent on the approval of this project, the remaining balance in the Mastenbrook Volunteer Matching Fund Grant Program will be \$66,562.61. No operational impact is anticipated.

ENCLOSED DOCUMENTS:

Attachment 1: Mastenbrook Volunteer Matching Fund Grant Program Request – Mason District Little League

STAFF:

Kirk W. Kincannon, Executive Director
Aimee L. Vosper, Deputy Director/CBD
Sara Baldwin, Deputy Director/COO
Todd Brown, Director, Park Operations Division
David Bowden, Director, Planning and Development Division
Dan Sutherland, Manager, Park Management Branch, Park Operations Division
Janet Burns, Senior Fiscal Manager
Michael P. Baird, Manager, Capital and Fiscal Services



Mastenbrook Volunteer Matching Fund Grants Program Application Form

PLEASE PRINT. Please provide all information requested. You may attach additional sheets and/or materials to support your request.

1. Grantee Information

Mason District Little League

Name of Individual or Organization: _____

Tim Sample, MDLL Vice President

Contact Person: _____

Mailing 3914 Keith Place, Annandale, VA 22003

Address: _____

Phone: 703-927-9894

Fax: () _____

2. Project

Title: Upgrades to Mason District Park Baseball Field #1

3. Funding Requested

20,000

Amount \$

(Applicant may request more than one project per fiscal year, the combined total not to exceed \$20,000.)

4. Project Description

Provide a description of your project. (Attach drawings or specification of *materials* proposed for purchase. If *educational materials* are proposed, provide a mock up or example of how the product will look, how it will be posted or distributed, and an example of the content. Provide a detailed map and other visual materials, site plan, drawings, photos, cross sections or a mock up of your project and what the finished product will look like.) Provide as much detail as you can to help evaluators clearly understand your project.

Mason District Little League (MDLL) has been adopted by the Washington Nationals Baseball Club. Together in partnership, with the Fairfax County Park Authority, will perform a complete renovation of Mason District Park Baseball Field #1, which is the principal field for MDLL supporting it's Minor AAA and Majors Divisions. The requested funding will allow for specific components that complement improvements proposed by Nationals (See attached)

-over-

5. Public Benefits

Explain why your project is important and why it is needed? Who are the intended users? How will the public benefit? How many and what different types of users do you expect? How does this project provide new recreational opportunities for the intended users? Does your project solve a problem or provide important

missing sendees? If your project provides for people with disabilities, in what way?

Mason District Little League (MDLL) serves the community as a tremendously positive and rewarding youth sports organization. The players, parents, and businesses associated with the league stay involved with the league for generations in the form of umpiring, coaching, volunteering, and sponsorships. MDLL also provides scholarships and registration fee waivers for players and families who would otherwise be unable to participate, and we reach out to the local Boys and Girls club to provide monetary, equipment, coaching, and transportation assistance to dozens of players, making it possible for lower income families to participate fully and proudly in the league. This field renovation project with the Washington Nationals makes this field a destination spot for the surrounding community to watch our national pasttime.

6. Sponsor Commitment

What experience do you or the organization have in accomplishing similar projects? Who will be responsible for organizing and assigning the work to insure successful project completion? You will need to document all project expenditures. What is your plan for documenting the work (photographs, video, written documentation, etc.)? What is your plan, if any, for long-term maintenance of your project after it is completed?

This project is being directed by the Washington Nationals Baseball Club, which has successfully completed similar projects throughtout the area. They are bringing to this project approximately \$400,000.00, will provide project management and organization, and have selected Whiting-Turner (with the approval of Fairfax County) to perform the work. We plan on utilizing photographs of the project stages and final completion for documentation, as well as material provided by Whiting-Turner and the Nationals. The Nationals are planning a ribbon cutting in late August, including naming the field after a former player. MDLL is taking steps under this partnership take on the commitment and responsibility for long-term care and usage of the field. We will use existing funding, fundraising activities, and increased sponsorship commitment to accomplish this task.

7. Proposed Budget

You will need to provide a detailed and complete budget. Provide enough detail for evaluators to understand exactly what grant funds will be used for, how you arrived at the prices for services, labor, materials, equipment, etc., and the same level of detail about the amount and source of matching funds.

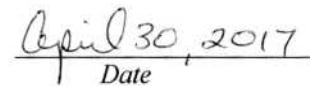
Mason District LL in partnership with the Washington Nationals is proposing to provide improvements to the field as outlined in the attachment valued at approximate \$400,000. The \$20,000 Mastenbrook Grant will be used by Park Authority staff to procure items that complement the proposed scope of work. (See Attached)

The Park Authority prefers to reimburse grantees after the work is completed. Please check one of the following:

- We understand payment by the Park Authority will occur after we complete the project.
 We must have Park Authority grant funds prior to beginning the project.



Signature



Date

Attachment for MDLL Mastenbrook Grant Application

Statement of Work by the Washington Nationals

EXHIBIT A Specific Renovations and Project Rendering

WNDF shall cause a general contractor to provide the following renovations as part of Project:

1. Create a larger field of play by extending outward the outfield fence by approximately 20 feet. The new outfield fencing will consist of chain link fence to match existing fencing and will include yellow poly cap fence guards. Any existing gates that are removed will be replaced with similar gates.
2. Extend existing field irrigation to cover extended outfield, including irrigation heads.
3. Remove existing foul poles and install new foul poles to match existing.
4. Remove existing field grass. Existing Turf/Spoils resulting from the removal of the existing field will be permanently moved/deposited to a single location at the Mason District Park (spoils will not be hauled off site). Grade existing field and install new sod.
5. Subject to Section 1(b) of the Agreement, renovate the dugouts as follows:

Remove existing dugouts and replace them with covered dugouts constructed with an aluminum/metal roof

Expand the size of the dugouts

As needed, replace existing fencing that encloses the dugouts

Add new aluminum benches in the dugouts

Replace existing bat rack/helmet rack with new rack
6. Grade the existing flooring surface of the batting cage and infill the surface with like material.
7. Remove the existing scoreboard, and furnish and install a new Dactronics electric powered scoreboard with wireless control box. Scoreboard structure to include sponsorship panels on each side of scoreboard. Entire structure measures approximately 26 feet wide by 14 feet tall (not including installation poles). See preliminary design below.
8. Install new non-illuminated monument at entrance to the Field measuring approximately 5 feet wide by 3.5 feet tall. See preliminary design below.
9. Furnish one (1) portable mound and one (1) set of bases (including a homeplate).
10. Subject to Section 1(b) of the Agreement, furnish and install a new shade structure/fabric over existing bleachers.
11. Furnish and install one (1) storage shed.

This page intentionally left blank.

Board Agenda Item
May 24, 2017

ACTION – 3

Scope Approval – Eakin Community Park – Picnic Shelter (Providence District)

RECOMMENDATION:

The Park Authority Director recommends approval of the project scope to construct the picnic shelter and associated accessible trail as presented to and reviewed by the Planning and Development Committee on May 10, 2017.

ACTION – 4

Fred M. Packard Center Lease Agreements with Northern Virginia Conservation Trust, American Youth Philharmonic Orchestras, Artisans United, Fairfax Choral Society, Japanese Americans' Care Fund, League of Women Voters of the Fairfax Area, and Chinese Culture Institute, Inc. (Mason District)

RECOMMENDATION:

The Park Authority Director recommends new five (5) - year term lease agreements with each of the current tenants at a rate of \$ 6.19 per square foot with an automatic two percent (2%) annual escalation. The effective date of the new lease agreement will be July 1, 2017 and the five (5) - year term will end on June 30, 2022, as presented to and reviewed by the Planning and Development Committee on May 10, 2017.

Board Agenda Item
May 24, 2017

ACTION – 5

Planning and Development Division FY 2018 – FY 2022 Including Out-Years to 2024
Capital Improvement Program - Project Development Schedule

RECOMMENDATION:

The Park Authority Director recommends approval of the Park Authority FY 2018 – F Y 2022 Capital Improvement Program including out-years to FY 2024 - Project Development Schedule for projects included as part of the fall 2016 Park Bond Program as presented to and reviewed by the Planning and Development Committee on May 10, 2017.

ACTION – 6

Request to Use the Revenue & Operating Fund Stabilization Fund

RECOMMENDATION:

The Park Authority Director recommends approval to use up to fifty percent of the Revenue & Operating Fund Stabilization Reserve per the established Park Authority guideline that was adopted June 25, 2014, as presented to and reviewed by the Budget Committee on May 24, 2017.

Board Agenda Item
May 24, 2017

INFORMATION – 1

Park System Master Plan Update (with presentation)

As part of the Park Authority Park System Master Plan (master plan) process, staff continues to engage the Fairfax County Park Authority Board. The Committee of the Whole has participated in three workshops and most recently provided feedback on preliminary draft goals at the May 10, 2017, Committee of the Whole meeting. The preliminary draft goals are being revised based on these discussions, as well as written comments submitted by board members to staff.

Continued engagement with the board includes regular progress updates on the master planning process. In addition to engagement with the board, the master plan team is facilitating several engagement sessions with community and county agency stakeholders in order to solicit their input for the master plan. The purpose of this meeting with the board is to provide an update on recent community engagement activities and also to review and discuss the revised preliminary draft goals and recommendations for inclusion in the master plan.

ENCLOSED DOCUMENTS:

None

STAFF:

Kirk W. Kincannon, Executive Director
Aimee L. Vosper, Deputy Director/CBD
Sara Baldwin, Deputy Director/COO
Cindy Walsh, Director, Resource Management Division
Todd Brown, Director, Park Operations Division
Barbara Nugent, Director, Park Services Division
David Bowden, Director, Planning & Development Division
Judy Pedersen, Public Information Officer
Janet Burns, Fiscal Administrator
Andrea Dorlester, Manager, Planning Branch



GREAT PARKS, GREAT COMMUNITIES

Park Authority Master Plan

A 10-year Plan for the Fairfax County Park System

PAB Update – Goals and Recommendations

Samantha Hudson

5/24/2017





Agenda

- Feedback on Preliminary Draft Goals & Recs
- Revised Draft Goals
- Next Steps

FEEDBACK ON PRELIMINARY DRAFT GOALS

*Many comments -
ranging in level of detail*

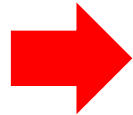
FEEDBACK ON PRELIMINARY DRAFT GOALS



Guiding Principles

- Core ideals and beliefs that are threaded throughout the plan and all we do

TONIGHT



Goals

- Desired results that the Park Authority plans for and commits to achieve

IN PROGRESS

Recommendations

- Priority activities and actions necessary to achieve the goals



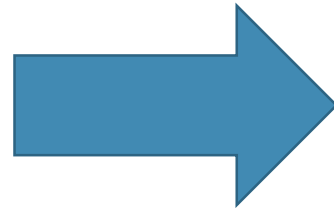
FEEDBACK ON PRELIMINARY DRAFT GOALS

- Goals should be measurable
- Provide more detail
- Partnerships throughout
- Structure to reduce number of plans & align timelines
- Keep doing what we're doing + forward-looking

REVISED DRAFT GOALS

Preliminary Draft

Improve and
promote natural
resource
management



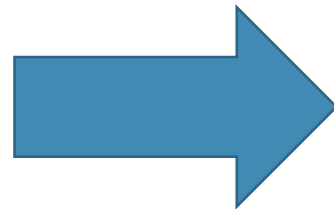
Revised Draft

Improve and
promote natural
resource protection
and management

REVISED DRAFT GOALS

Preliminary Draft

Ensure continued protection, conservation and interpretation of cultural resources



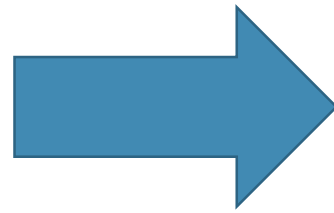
Revised Draft

Ensure continued protection, conservation, preservation and interpretation of cultural resources

REVISED DRAFT GOALS

Preliminary Draft

Expand access and opportunities for healthy and active lifestyles



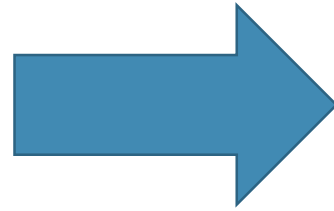
Revised Draft

Improve access and opportunities for healthy and active lifestyles

REVISED DRAFT GOALS

Preliminary Draft

Enhance park
system quality and
condition



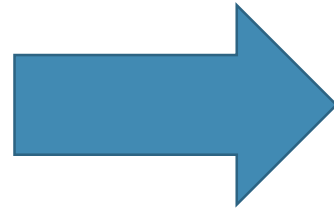
Revised Draft

Enhance and
maintain park system
quality and condition

REVISED DRAFT GOALS

Preliminary Draft

Strengthen and
expand
partnerships



Revised Draft

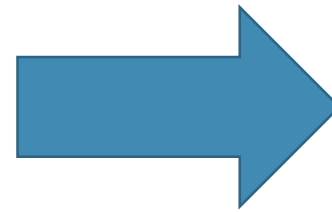
*Sprinkled in the
recommendations
for all goals*



REVISED DRAFT GOALS

Preliminary Draft

Advance a culture
of organizational
agility and progress



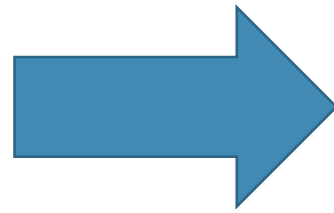
Revised Draft

Advance as an
innovative,
responsive and
adaptable
organization

REVISED DRAFT GOALS

Preliminary Draft

Ensure financial
sustainability



Revised Draft

Practice sustainable
financial
management to
advance the agency
mission

REVISED DRAFT GOALS

- ✓ Improve and promote natural resource protection and management
- ✓ Ensure continued protection, conservation, preservation and interpretation of cultural resources
- ✓ Improve access and opportunities for healthy and active lifestyles
- ✓ Enhance and maintain park system quality and condition
- ✓ Advance as an innovative, responsive and adaptable organization
- ✓ Practice sustainable financial management to advance the agency mission

NEXT STEPS

- Continue to draft goal definitions, recommendations, and key indicators
 - PAB review draft – June 2nd thru June 8th
- Return for PAB discussion – June 14th

THANK YOU!

Board Agenda Item
May 24, 2017

INFORMATION – 2

Telecommunications Update

As presented to and reviewed by the Planning and Development Committee on May 10, 2017.

INFORMATION – 3

Proposed Amendment to the Zoning Ordinance Regarding Planned Development District Recreational Fees

As presented to and reviewed by the Planning and Development Committee on May 10, 2017.

INFORMATION – 4

Planning and Development Division Quarterly Project Status Report

As presented to and reviewed by the Planning and Development Committee on May 10, 2017.

Board Agenda Item
May 24, 2017

CLOSED SESSION

- a) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A)(3).