



# AGENDA

## Board of Supervisors Meeting

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**June 7, 2022**

**9:00 AM**

Moment of Silence

- A. Call to Order and Pledge of Allegiance of the United States of America
- B. Adoption of Agenda – Additions or Deletions
- C. Public Comment Period (60 Minute Time Limit)
- D. Report – Virginia Department of Transportation – Ed Carter
- E. Report – Virginia Cooperative Extension Office – Karen Poff
- F. Report – Warren County Public Schools – Dr. Chris Ballenger
- G. Reports – Board Members, County Administrator, Interim County Attorney
- H. Approval of Minutes – Meetings of May 17<sup>th</sup> and May 24<sup>th</sup>, 2022

### **NEW BUSINESS**

- I. Consent Agenda
  - 1. Bylaws of the Shenandoah Farms Sanitary District Advisory Committee – Ed Daley
  - 2. Warren County Educational Foundation 2022 Scholarship – Ed Daley
  - 3. Designation of Matt Wendling as Subdivision Administrator – Taryn Logan
  - 4. Road Naming Request for “Smiths Sawmill Road” off Whitetail Lane – Emma Rusnak
  - 5. Road Name Change Request from “Woodlands Lane” to “Strawberry Fields Lane” – Emma Rusnak
  - 6. Representative Appointment to the Northwestern Regional Juvenile Detention Center Commission – Ed Daley
  - 7. Citizen Appointments to the Finance/Audit Committee – Matt Robertson
  - 8. Renewal of Annual Term Contracts – Caitlin Jordan/Alisa Scott
    - a. B&B Excavating for Hired Equipment Services
    - b. Carroll Construction for Hired Equipment Services
    - c. Chesterfield Insurers for Fire and Rescue Property and Casualty Insurance
    - d. Frederick Andreae Architects for Architectural Services
    - e. General Excavation, Inc. (GEI) for Sanitary District Road Maintenance Services
    - f. H&W Construction for Hired Equipment Services
    - g. LaBella Associates for Engineering Services
    - h. Land Planning & Design Associates for Architectural Services
    - i. Racey Engineering, PLLC for Engineering Services
    - j. Walnut Hollow Farm for Hay Harvesting Services

9. Purchase of Self-Contained Breathing Apparatus (SCBA) Replacement Equipment from ESA Lane Fire Loss Funds – Chief James Bonzano/Alisa Scott
10. Purchase of Emergency Medical Services (EMS) Treatments and Support Equipment – Chief James Bonzano/Alisa Scott
11. Purchase of Public Safety Annual Physicals and Approval of Carryover of Funds from FY 2022 to FY 2023 – Chief James Bonzano/Alisa Scott

*Authorization to Advertise for Public Hearing*

12. Z2022-03-02 – Justin and Maureen Sager – Ordinance to Amend Warren County Code Sections 180-8, 180-21, and 180-30.1 Regarding Poultry Abattoirs – Matt Wendling
13. Conditional Use Permit 2022-03-06, Patricia Brown for Private Use Camping – Chase Lenz
14. Conditional Use Permit 2022-04-01, Phong Nguyen for a Short-Term Tourist Rental – Chase Lenz
15. Conditional Use Permit 2022-04-02, Emilia Cirker and Mark Saunders for a Short-Term Tourist Rental – Matt Wendling
16. Z2022-04-01 – Emilia Cirker and Mark Saunders – Ordinance to Amend Warren County Code Sections 180-8 and 180-55.3 Regarding Retreat Centers – Matt Wendling
17. Conditional Use Permit 2022-04-03, Emilia Cirker and Mark Saunders for a Retreat Center – Matt Wendling
18. Conditional Use Permit 2022-04-04, Vanessa Portillo (Destin Consulting, LLC) for a Short-Term Tourist Rental – Chase Lenz
19. Conditional Use Permit 2022-04-05, Carl Boswell for a Short-Term Tourist Rental – Chase Lenz
20. Conditional Use Permit 2022-04-06, Matthew Ben Tow for a Short-Term Tourist Rental – Chase Lenz
21. Z2022-05-01, Ordinance to Amend Warren County Code Sections 180-8, 180-28, 180-28.1 & 180-43.3 re: Light Industrial (LI) Zoning District and Data Centers – Matt Wendling

- J. Approval of FY 2020-2021 Audit – Matt Robertson
- K. Request – Approval of Prioritization Plan for the Hardsurfacing of Secondary County Roads through the Virginia Department of Transportation – Mike Berry
- L. Appropriations and Transfers Requests of Warren County Public Schools – Dr. Chris Ballenger

**9:30 AM**

M. Public Hearings

1. Ordinance to Increase Water Rates in the Shenandoah Shores Sanitary District for FY 2022-2023 – Matt Robertson



*Public Hearings Continued*

2. Ordinance to Amend and Re-Ordain Section 6-1(A) of the Warren County Code re: Warren County Airport Commission – Caitlin Jordan
- N. Closed Session – Virginia Freedom of Information Act
  - a. Section 2.2-3711(A)(1) Personnel re: Joint Tourism Board
  - b. Section 2.2-3711(A)(8) Consultation with Legal Counsel for the Provision of Legal Advice re: Shenandoah Farms Sanitary District
- O. Additional New Business (If needed)
- P. Adjournment

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**WORK SESSION**

- A. Discussion – Virginia Department of Transportation Secondary Six-Year Plan – Mike Berry/  
Michael Coffelt
- B. Adjournment

## Maintenance:

- Performed grading operations on various stabilized roads and will continue this month and apply dust control as needed
- Mowed primary routes and will be mowing secondary routes this month
- Conducted skin patching operations on various routes and asphalt patching on Route 603 (Oregon Hollow Road) and Route 643 (Howellsville Road) and used contractor to asphalt patch Routes 340 South and 55 East; will be using contractor for additional asphalt patching this month
- Cut brush along Route 55 East and repaired soft spots on Route 340 South
- Installed pipes on various routes and will be conducting ditching operations on various routes this month



## Warren County Quarterly Reports

to the

Warren County Board of Supervisors

**January 1 to March 31, 2022**

### Program Areas Serving the Citizens of Warren County:

#### Agriculture and Natural Resources:

- Livestock: Corey Childs, [cchilds@vt.edu](mailto:cchilds@vt.edu), 540/635-4549
- Horticulture: Mark Sutphin, [mark.sutphin@vt.edu](mailto:mark.sutphin@vt.edu), 540/665-5699
- Crop and Soil Science: Robert Clark, [raclark@vt.edu](mailto:raclark@vt.edu), 540/459-6140
- Livestock: Elizabeth Mullins, [elizam3@vt.edu](mailto:elizam3@vt.edu), 540/778-5794

#### Family and Consumer Sciences:

- Family Financial Management: Karen Poff, [kpoff@vt.edu](mailto:kpoff@vt.edu), 540/635-4549
- Food, Nutrition, and Health: Vanessa Santiago, [vsantiago@vt.edu](mailto:vsantiago@vt.edu), 540/665-5699
- SNAP-Ed Extension Agent: Molly Beardslee, [mollykb@vt.edu](mailto:mollykb@vt.edu), 540/778-5794

#### 4-H Youth Development:

- 4-H: Stacy Swain, [hstacy@vt.edu](mailto:hstacy@vt.edu), 540/ 635-4549

## Agriculture & Natural Resources: Livestock

Corey Childs, Extension Agent

540/635-4549; [cchilds@vt.edu](mailto:cchilds@vt.edu)

*Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties*



### Programs: January 1 to March 31, 2022

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah, and Warren):

- Collaborated on and Facilitated the following program activities for Commercial Pesticide Recertification
  - 2022 Commercial Pesticide Applicator Recertification Program -
  - Pesticide Core Commercial/Private/Registered Tech training and certification – 55 participants
  - Core Pesticide Manual Training- On line programming - 4 participants
- Planned, organized the Va/Nc Shepherds Symposium as part of the organizational committee (1<sup>st</sup> Night- 160 , 2<sup>nd</sup> Night – 122 attendees) virtual producers during a 2 night program.
- While serving as educational Advisor to the Blue Ridge Cattleman's Association, Board of Directors virtual meeting to plan upcoming meeting strategies and membership discount program offerings.
- Represented local staff and PD 7 during a meeting of the State Beef Quality Assurance program management committee.
- Organized in partnership with Winchester-Frederick Tourism, Frederick County Economic Development, Clarke County Economic Development, and Clarke County Tourism staff a one-day Agritourism event for Clarke and Frederick producers to learn more about local services as well as state and Federal resources to grow the area agriculture economy – 65 participants
  - Working with interested producers to develop a local industry lead support organization.
- Collaborated with the Alliance for the Shenandoah Valley to coordinate (2) Solar in Agriculture training sessions, one each in Frederick and Rockingham counties. 85 total participants.
- Developed, facilitated, developed website, marketed and co taught the “Inquisitive Shepherd – Sheep and Goat class. This 10 session 1 day per week class reached 438 participants representing 35 states, and 9 countries.
- Assisted 28 local producers with on farm diagnostic work.
- Served as a member of the review committee for the Virginia 4-H Livestock Program Associate Position selection.
- Lead a small ruminant fecal flotation workshop for “Nuttin but Kids 4-H club in Fauquier county.
- Participated in the state State Fair Youth Livestock Committee planning meeting.
- Planned YQCA trainings and certification for the yearly component of the Youth for the Quality Care of Animals certification program offered by area 4-H programs.
  - Also serve on the state leadership team for this program
- Served as livestock official and program advisor for the Skyline Youth stockman's contest. Provided training materials, official scoring of testing materials and classes. 220 youth and adults participated.
- Began serving as a co-chair for the state Animal Science Extension Program team.
- Attended the VCE state Program Team meetings and participated in the state wide VCE In-service training conference and scheduled monthly trainings.
- Planned and facilitated 2 Beef 20/20 virtual educational opportunities.

- Provided training to the Highland County Sheep and Wool Producers Association members on controlling internal parasites and the FAMACHA, 5-Point and DAG certification process.
- Coordinated interviews for Warren Unit Administrative position.
- Participated in Virginia Cooperative Extension Winter Inservice training conference.
- Attended 5 meetings of the Lord Fairfax Soil and Water Conservation District.
- Serve as C.T.E. liaison and chair of committee for the Clarke County school administration.
- Participated in the Warren county Emergency Service response group quarterly meeting.
- Provided input into planning meetings and serve as an educational advisor to the Clarke, Frederick county fairs and the Warren County Fair Youth Livestock show. Serve as educational resource to Youth Livestock educational programs in all PD7 counties.
- Work with Warren County Administrator and staff to provide accurate information for the 2022 budget process for the local Board of Supervisors.
- As Unit Coordinator, work with UAA to manage the office finances and ensure accurate accounting and timely reporting to both local and state funding partners.
- Collaborate with all unit staff to ensure that all activities comply with all federal civil rights requirements.
- Developed the NSV Livestock E-Update Newsletter and maintained the Northern Shenandoah Valley Agriculture and Natural Resources Blog and social networking presence.
- Developed enterprise budgets and or ration formulations for 7 livestock producers.
- Collaborated with Warren Master Gardener volunteer staff to responded to 22 requests from local home and property owners requesting diagnostic and technical recommendations relating to:
  - Insect identification and control
  - Plant identification
  - Ornamental Disease control
- Responded to producer informational or other educational needs on animal health, livestock, production, forages and marketing issues as requested.

#### District and State Program Leadership Activities:

- Continue with (2<sup>nd</sup>) three-year term as a member of the Northern District Program Leadership Team.
  - The DPLT team created training materials and began providing a series of trainings to agents in the areas of Situational Analysis, Program Design and Implementation, Evaluation, and Risk Management.

#### Other Activities

- Serve as VCE-Warren Unit Coordinator
- Serve as Educational Advisor to Blue Ridge Cattleman's Association
- Serve as Educational Advisor to Old Dominion Livestock Association
- Serve as Educational Advisor to the Clarke Area Wool Growers' Association
- Serve as Board of Director and as chairman of the Technical Review committee for Lord Fairfax Soil and Water District

Family & Consumer Sciences: Family Financial Management  
Karen Poff, Senior Extension Agent  
540/635-4549; [kpoff@vt.edu](mailto:kpoff@vt.edu)  
*Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties*



### **Programs: January 1 to March 31, 2022**

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah, and Warren):

Educational Presentations/Programs (Up to 2 ½ Hours)

Budgeting Lesson for After School Students and Parents (2 Presentations) – Page County

Coping with a Money Crunch Workshop – Warren County

Preparing for the Next Financial Crisis Webinar - State

Extended Learning Programs (In-Depth or Multiple Sessions)

Managing Your Money Series (2 Sessions) – Page County

Exhibits/Displays/Brief Community Presentations

Pressure Canner Testing – Warren County

Additional Accomplishments

The Valley Today Radio Interview (WFTR Interview), “Getting Out of Debt” – All Counties

Northern Virginia Daily Newspaper Article, “Free Money Crunch Workshop to Help with Budgeting, Finances” – All Counties

Individual Consultations by Phone or E-mail (Indirect Contacts –4) – All Counties

Individual Consultations and Financial Mentoring In-person or Virtual (Direct Contacts – 1) – All Counties

COVID-19 Specific Meetings and Webinars (8 Meetings)

Networking Meetings (12 Meetings) – All Counties

Planning Meetings (10 Meetings) – All Counties and State Teams

Compiled and Submitted National Family Resource Management Report for Virginia

Submitted a Power of Change Grant Request to Rappahannock Electric Cooperative

Professional Development

Professional Development Webinars/Online Short Courses on Various Topics (7 Webinars)

VCE Professional Development Conference (Virtual)

*Sign Up for Our Upcoming Programs E-mail List:* <http://tinyurl.com/nsvfepemails>

Financial Education Website – <http://warren.ext.vt.edu/programs/nsvfep.html>

Facebook Page – <https://www.facebook.com/nsvfinancialeducation>

LinkedIn – [www.linkedin.com/in/karenlynnpoff](http://www.linkedin.com/in/karenlynnpoff)

**4-H Youth Development**  
Stacy Swain, 4-H Youth Development Program Educator  
540/635-4549; [hstacy@vt.edu](mailto:hstacy@vt.edu)  
Warren County



## Programs: January 1 to March 31, 2022

### Programs, Trainings & Meetings

- ✿ Skyline Stockmen's Contest
  - Organized a virtual stockmen's contest for 4-H and FFA youth across Virginia. 168 youth from Virginia and West Virginia competed in this annual contest.
  - Held contest practices for the Warren 4-H youth.
- ✿ Virginia 4-H Capitol Day
  - Hosted three session for youth to participate in the 4-H Capitol Day Activities and 4-H Rally.
- ✿ Clarke-Warren 4-H Camp
  - Serve on the NOVA 4-H Camp Programming Committee
  - Bi-weekly Camp planning meeting
  - Clarke-Warren Camp Cluster Meeting and Planning
  - Teen Applications and interviews
- ✿ Teen Adult Leadership Training (TALT)
  - Served on the planning committee
  - Presented a Character Counts Workshop for the camp teens in attendance.
- ✿ 4-H Contests
  - Organized the Warren Count 4-H Contests where 18 youth presented 24 different speeches/acts.
  - Seven youth participated in the Northern District 4-H Contest held in Warren County with two youth receiving a purple "best of the show" ribbon, and one youth planning to participate at the State Contest in June.
  - Served as the chair for the Northern District Contests held at Warren County High School. I organized the youth, judges and room chair registrations, coordinated the facilities with WCPS and prepared the awards presentation.
  - Developed a Google Site to be used districtwide for contest information.
- ✿ Virginia Ag In Classroom (AIC) ambassador program meetings
- ✿ 4-H Programming Discussions
- ✿ Engaging Teens with Action Plan Workshop
- ✿ The Valley Today Radio Recording- 4-H promotion, and summer camps
- ✿ Celebrated and promoted National Agriculture Week with activity kits
- ✿ State 4-H Professional Development and Listening Session
- ✿ Served on the interview panel for the Administrative and Fiscal Assistant (AFA) position in our office.
- ✿ Mandatory Warren County 4-H Meeting
- ✿ 4-H Online 2.0 Training Sessions
- ✿ VCE Winter Conference- multiple day virtual conference.
- ✿ Virginia Association of Extension 4-H Youth Development Professionals (VAE4-HYDP) association meeting

- ✿ Northern District 4-H Agents Meeting
- ✿ The Future of Extension with Dr. Ed. Jones
- ✿ VCE First Fridays Professional Development Workshops
- ✿ 4-H Club Meetings- setup Zoom meetings and assist with information during their meetings
- ✿ Warren County 4-H Volunteer Leaders' Association (VLA) meetings
- ✿ Meeting with the new 4-H VLA Fair representative for the 2022 Warren County Fair
- ✿ Continued to manage the 4-H Facebook pages and groups, and provide updates to the Warren County 4-H Google Site.





**Agriculture & Natural Resources: Horticulture**  
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*Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties*



### **Programs: January 1 to March 31, 2022**

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah, and Warren):

#### **Consumer Horticulture/Invasive Species Education, Outreach, and Management for Spotted Lanternfly (SLF)**

- Responded to SLF inquiries during the 'dormant' season and revamped the SLF messaging to distribute for the 2022 season
- Met with Loudoun County VCE staff to review their materials about School Gardens so we can create a School Garden Manual for distribution to our regional schools
- Began research on materials to include in our School Garden Manual
- Participated in various SLF state and regional meetings and trainings including a 3-day Regional Summit to prepare for the 2022 SLF season
- Attended the 3-day virtual VCE Winter Conference
- Attended the Lake Frederick Conservation Club meeting on Virginia Native Plants and presented SLF info - 50 attendees
- Continued coordination and management of *Keep Winchester and Frederick County Beautiful Grant Project* valued at \$15,000
- Met with administration and Admiral Byrd Middle School PTO to share update about the *Keep Winchester and Frederick County Beautiful Grant Project*
- Met with Clarke County Parks & Recreation leadership to discuss possible education presentations at their summer programs
- Presented program on Plant Propagation for Berryville Garden Club – 25 attendees
- Presented program on Small Space Gardening at Godfrey Miller Home – 10 attendees
- Met with Cedar Meadows HOA leadership in Stephens City to share SLF info – 3 attendees
- Continued maintenance, coordination and monitoring of the Frederick County Help Desk and *Ask a Master Gardener Greenline* along with training new Extension Master Gardener class interns
- Met with Boyer Landscapes, Elvira Landscaping, Reading Landscaping, Shenandoah Sand and Lowes to obtain quotes and materials for various supplies related to the *Keep Winchester and Frederick County Beautiful Grant Project*
- Met with administration and staff at Evendale Elementary to discuss their participation in the *Keep Winchester and Frederick County Beautiful Grant Project*
- Met with potential volunteer applicant to discuss his interest in participating in the EMG Class of 2023
- Coordinated raised bed construction, soil delivery, set up and class instruction at Admiral Byrd Middle School for demonstration Garden – 300 students participated over 3 days
- Coordinated soil delivery, raised bed construction, set up and class instruction at Evendale Elementary School for demonstration Garden – 100 students participated
- Presented VCE & SLF info at Winchester Area Society of Human Resource Managers – 40 attendees
- Presented VCE & SLF info at Winchester Area Newcomer's Group meeting – 15 attendees
- Presented VCE & SLF info at Orchard Ridge Retirement Community meeting – 30 attendees

- Met with 4-H leaders to discuss participation in the *Keep Winchester and Frederick County Beautiful Grant Project* through a 4-H/Frederick County Fair Demo Garden
- Attended 1-day training for Pesticide Applicator Certification Class in New Market
- Applied for and was awarded a scholarship to the Colonial Williamsburg Garden Symposium
- Attended Chamber of Commerce Business After Hours event to share details about our work with the 4-H club leaders on the Demo Garden at the Frederick County Fair – 70 attendees



## Agriculture & Natural Resources: Crop & Soil Science

Robert Clark, Senior Extension Agent

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*Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties*



### Programs: January 1 to March 31, 2022

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah and Warren):

- Held advisory meetings in Page and Shenandoah Counties.
- Released a long-term needs assessment with my advisory teams.
- Assisted with conducting the Commercial Pesticide Applicator Recertification Training at West Oaks Farm in Winchester, VA (one-day conference) – 157 participants.
- Coordinated a training so that farmers, commercial pesticide applicators, and registered technicians could obtain their licenses for the first time. The training was held in New Market, VA – 49 participants.
- Completed annual reports summarizing my work for year 2021 for Virginia Cooperative Extension.
- Met with officials in Shenandoah County to better understand the “Rails to Trails” Proposal for the Shenandoah Valley.
- Assisted with the Virginia State Wheat Variety Test Plots on a farm in Shenandoah County.
- Attended a three-day Virginia Cooperative Extension Annual Meeting held virtually.
- Animal Mortality Management:
  - Installed an Above Ground Burial Demonstration for the 2022 International Symposium on Animal Mortality Management that will be held in Raleigh, NC.
  - In order to be prepared for the potential of Avian Influenza in the Shenandoah Valley, I completed an extensive assessment to secure sources of mulch for composting mortality. I found 11 locations that could likely provide well over 1,000 tractor trailer loads of mulch. There were other secondary locations. I collected 15 different samples of mulch for future reference.
  - Participated in two planning meetings for an in-person meeting of the Seventh Annual International Animal Mortality Disposal Symposium.
- Improving Farm Profitability through Grazing Management (Graze 300):
  - Made 10 visits to farms that were still grazing cattle in February and March.
  - Collected forage samples on two farms to help them understand the nutritional value of their forage.
- Slug Management in No-Till:
  - Supported Doug Horn with conducting the Virginia No-Till Alliance Meeting in Harrisonburg, VA. Total attendance was 275 people.
  - Attended two VANTAGE Board Meetings.
  - Prepared a presentation for the Virginia No-Till Champion for 2022 (Guy Gochenour).
- Virginia Extension Agronomy and Horticulture Program Team:
  - Co-Chairs Laurie Fox, Cyndi Wyskiewicz, and myself completed the Plan-of Work for the Agronomy and Horticulture Program Team.
- Shenandoah County Sustainable Farm Demonstration:

#### Media

- Four posts to the Graze 300 VA Facebook page reaching 250 people.
- Five group e-mails to area farmers and agribusinesses (322 people on e-mail list).

#### Other Activities

- Coordinated one meeting of the Shenandoah County Extension Leadership Council

Agriculture & Natural Resources: Livestock  
Elizabeth Mullins, Associate Extension Agent  
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*Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties*



### **Programs: January 1 to March 31, 2022**

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah and Warren):

**Northern Shenandoah Valley Commercial Pesticide Recertification** – Partnered with other ANR Agents to provide this recertification course at West Oaks Farm Market in Winchester. The program served a total of 157 individuals helping them ensure worker health, food safety, protection of water quality, and general environmental health through safe use of pesticides.

**Graze 300 Technology Subcommittee** – This subcommittee was awarded a grant to provide 10 livestock producers across the state with a free subscription to PastureMap. PastureMap is a grazing and livestock management software program designed to help improve profitability and sustainability through better record keeping. I identified a producer in Page County to participate in this program and serve as his “consultant” within the software application.

**After-School Program at Page Middle School** – We are repeating the “Soil Your Undies” program at Page Middle School. As a reminder, students are asked to bury men's cotton briefs in the soil. Students use scientific inquiry to write a hypothesis regarding the outcome of the underwear. The underwear is unearthed after eight weeks, the results are discussed. In this repeat experiment students created a hypothesis about how the season affects the breakdown of the underwear. Additionally, students planted some lettuce, spinach, and carrots above one pair of underwear and buried a second pair in an empty raised bed and hypothesized about the difference having living vegetation would make.

**Inquisitive Shepard Course** – Presented the first in a series of 9 virtual sessions providing information on sheep and goat production. This course was coordinated by Corey Childs with several agents and specialists across the state presenting. There were participants from across the country and even globally.

**Apple Grafting Workshop** – I hosted this workshop on March 29 at the Page County Extension Office for 9 participants, the majority of which had never participated in any VCE programming before. Over 80 apple trees were grafted.

**New Applicator Certification Course** – I presented a lesson on Pesticide Labeling during this training hosted at the New Market Fire Hall. This course was designed to help prepare participants to take their private or commercial pesticide applicator exam. ANR Agents from across the Shenandoah Valley assisted with this training.

### **Other Activities:**

- Authored and presented an abstract at the American Society of Animal Science Southern Section – Fort Worth, TX
- Serve on the Page County Community Garden Committee
- Taught a Livestock Nutrition Lesson with Page 4-H Livestock Club
- Serve on the Virginia Women in Agriculture Team
- Attended Soil and Water Conservation District Board Meeting
- Became a VCE Brand Ambassador

- 5 Farm Visits

#### Professional Development:

- VCE Winter Conference
- Virginia Household Water Quality Program In-Service
- Completed Annie's Project Facilitator Training: Annie's Project is a program that provides agribusiness education to farm women. Focusing primarily on the topics of financial risk, human resource risk, legal risk, marketing risk, and production risk.

## Family & Consumer Sciences: Food, Nutrition, and Health

Vanessa Santiago, Associate Extension Agent

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Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties



### Programs: January 1 to March 31, 2022

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah and Warren):

#### Nutrition, Health, and Food Safety Related Programs

- Developed and distributed monthly state-wide newsletter *Buzz, Body & Bites* targeting older adults with two other colleagues; content includes current news and trends related to nutrition and wellness, a recipe, an exercise, and a puzzle. It is distributed by e-mail and mail.
- Leading and facilitating biweekly Diabetes Prevention Program cohort. Educating participants using CDC curriculum on preventing Type 2 Diabetes through physical activity and healthy eating.
- Presented on “Healthy Living” to Front Royal Women’s Resource Center Wellness Forum
- Judged seasonal 4-H upcycle contest
- Supporting 4-H programming by interviewing adult club leaders to serve as volunteers in 4-H clubs
- Responded to inquiries from the public in regard to food safety and food preservation

#### Professional Development

- Underwent seven-week training to become certified instructor for Stanford University’s Chronic Disease Self-Management course
- Served as panelist for Diabetes Prevention Program session in the VCE Winter Conference
- Served as judge for Frederick County Public Schools Science Fair
- Served on interview panel for VCE Frederick County summer intern hiring process
- Serving as the Diabetes Prevention Program Coordinator to support all agents implementing this program and to serve as a liaison to the CDC and Medicare referral system
- Serving in leadership role as Secretary for the VCE Food, Nutrition, and Health Program Team
- Attended the following webinars and conferences:
  - Weekly Community COVID Update hosted by Valley Health and the Virginia Department of Health
  - VCE Balancing Life Series
  - VCE Winter Conference
  - Monthly meeting for Page Association for Community Action group
  - Monthly meeting for Virginia Diabetes Committee’s Diabetes Prevention Program
  - Annual Virginia Diabetes Prevention Program meeting



Family & Consumer Sciences: SNAP-ED  
Molly Beardslee, Extension Agent  
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*Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties*



## **Programs: January 1 to March 31, 2022**

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah and Warren):

### Nutrition Education & Training

#### **In this issue:**

- VCE's FNP
- Programming
- Contact Information
- Available Curricula

#### **Virginia Cooperative Extension's Family Nutrition Program**

SNAP-Ed Extension Agents recruit and train volunteers to deliver nutrition and physical activity programs to low-income populations. We also assist with community/school Policy, System, and Environmental (PSE) Changes. Program Assistants provide direct education to youth and adults. We work in schools, community centers, afterschool programs, and other settings as needed. For more information about our programs and how to become a partner, please contact:

#### **Programming**

Page: There are now three community gardens in Page County at Valley Health locations in Shenandoah, Stanley, and Luray! We have received a mini-grant from the Family Nutrition Program to furnish the garden with tools and educational opportunities during Free Market Fridays this summer.

Movement Clubs occurred at Page County Middle and Luray Elementary School after school programs as part of a mini-grant. Activities included basketball, soccer, and dodgeball.

At the Page Middle 21st Century Community Learning Center three lessons of Growing Healthy Habits were taught to 6th-8th graders participating in the after school program, they learned about soil health and buried underwear to test the gardens soil health as well as the importance of variety in diet and in the garden.

At Luray Elementary School 21st Century Community Learning Center one lesson of Growing Healthy Habits on seed magic where students started their own bean seed was conducted with 2nd-5th graders.

Shenandoah: At Jon Henry General Store, as part of our Shop Smart, Eat Smart program point of sale prompts on healthy items and posters in the store has the potential to reach 2,146 people. In March a video on how to "Voice Your Choice" at the store and advocate for healthy customer suggestions was shared on social media.

Warren: Attended Warren Coalition WAHOO (Working to Affect Healthy Opportunities and Outcomes) Rock and Stroll planning meeting on March 15th.

At a regular meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on May 17, 2022 at 6:00 PM.

Present: Cheryl L. Cullers, Chair (South River District); Delores R. Oates, Vice Chair (North River District); Victoria L. Cook (Fork District); Jerome K. Butler (Happy Creek District); and Walter J. Mabe (Shenandoah District); also present Taryn G. Logan, Deputy County Administrator; Jason J. Ham, Interim County Attorney; James Bonzano, Chief of Fire and Rescue Services; Michael Coffelt, Sanitary District Manager; Chase Lenz, Zoning Administrator; Dan Lenz, Director of Parks and Recreation; Gerry Maiatico, Fire Marshal; Joe Petty, Director of Economic Development; Matt Robertson, Finance Director; Alisa Scott, Deputy Finance Director; Matt Wendling, Planning Director; and Emily Ciarrocchi, Deputy Clerk of the Board

Absent: Edwin C. Daley, County Administrator

### **Closed Session – Virginia Freedom of Information Act**

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors entered into a closed meeting under the provisions of Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act for discussion or consideration of the assignment, appointment, promotion, performance, demotion, salaries, or resignation of a specific public officer of the public body, specifically in regard to the Warren County Finance/Audit Committee:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors certified to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act 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 public body:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors entered into a closed meeting under the provisions of Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice regarding the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "EDA"), the Town of Front Royal, the *EDA vs. Jennifer McDonald, et al.*, the *Town of Front Royal vs. the EDA, et al.*, the *EDA vs. the Town of Front Royal*, other potential claims and litigation relating to other possible liabilities of the EDA, the recovery of EDA funds and assets, and the outstanding indebtedness of the EDA.



The Board also entered into a closed meeting under the provisions of Section 2.2-3711(A)(1) for the discussion or consideration of the assignment, appointment, promotion, performance, demotion, salaries, or resignation of a specific public officer of the public body, specifically in regard to the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors certified to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act 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 public body:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

### **Call to Order and the Pledge of Allegiance of the United States of America**

### **Adoption of Agenda**

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors adopted the agenda as presented:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

### **Public Comment Period (60 Minute Time Limit)**

Lynda McDonough, 1205 High Top Road, said she had heard that President Biden was planning on giving the United States' sovereignty over health issues to the World Health Organization (WHO), which would allow them to define what a pandemic is; she is adamantly opposed to this. She also recently watched a political film called *2000 Mules* about the alleged widespread voter fraud that occurred during the 2020 Presidential elections, and she told the Board that voter fraud happened even here in the County.

Tracie Lane, 645 Bragg Drive, stated she was elected to the Property Owners of Shenandoah Farms (POSF) Board last year, and since that time, she and the rest of the POSF Board have served the Shenandoah Farms Sanitary District (SFSD) by trying to be good stewards of the SFSD funds. POSF provided a letter of intent to the Board regarding the cancellation of its management agreement with the County, which the Board has since accepted, but now the Board of Supervisors is taking action to establish a separate Shenandoah Farms Sanitary District Advisory Committee instead of reverting management back to the POSF Board. The POSF Board has requested a meeting with the Board of Supervisors and County staff to discuss the management transition, and not only has this

meeting not been scheduled, the POSF Board has not even received a response to their requests. She and the rest of the POSF Board members have many questions regarding the existing finances of the SFSD and the upcoming management transition, but the fact that the Board of Supervisors has not agreed to sit down with them stinks of a coverup. Currently, the members of the POSF Board are elected by residents of the SFSD, but the members of this new Advisory Committee would be appointed by the Board of Supervisors. She questioned whether the individuals appointed by the Board of Supervisors would have a vested interest in the SFSD like the current POSF Board members do.

Patrick Skelley, 88 Mosbys Meadow Lane, said he is in favor of management of the SFSD reverting to the elected POSF Board rather than an Advisory Committee with members appointed by the County. He expressed gratitude for the management the County has provided to SFSD since 2011 and wishes the management to be given to individuals elected by the residents of the SFSD instead of appointed by the Board of Supervisors.

Doris Harrington, 517 Joans Quadrangle Road, introduced herself as a current elected member of the POSF Board. When the POSF Board originally wrote its letter of intent to cancel the management agreement, nowhere in that letter was there suggested that the POSF Board would dissolve. She wants to know why the Board of Supervisors is now seeking to establish its own Advisory Committee for the SFSD. She also wants to know why the Board of Supervisors is being so discourteous and unprofessional as to not even respond to the POSF Board's requests for a meeting about the management transition. She told the Board she is disappointed, disheartened, and concerned about the SFSD residents.

Joe Longo, 195 Old Oak Lane, said he bought his home in the SFSD more than 26 years ago and became the first Sanitary District Manager. Until the last few years, the County has been willing to work with the POSF Board for the management of the SFSD, but ever since the embezzlement scandal with the Economic Development Authority, he feels the POSF Board is being treated like it was a part of that somehow. Since the majority of new Board members began their terms in 2020, the road improvement projects in the SFSD have stopped. He also said the Board of Supervisors got rid of the people who knew everything that happened in the County over the past two decades, and now they are floundering without a clue. He no longer knows where his tax money is going, and he called the Board of Supervisors a criminal organization.

Ryan Messinger, 363 Wendy Hill Road, voiced his support of the POSF Board once again managing the SFSD and reminded the Board of Supervisors of the commitment it made to completing Old Oak Lane, Phases IV and V along with many other roads in the SFSD.

Kathleen George, 126 Walker Farm Drive, said she has been a resident of the SFSD for 35 years and was the former Office Manager for POSF and assisted with the creation of the Sanitary District in 2010/2011. She watched the livestream of the work session on March 29<sup>th</sup> where management of the SFSD reverting to the POSF Board was discussed as well as the desire of both Boards for the transition to go smoothly. She is not sure why there has been no response since then from the Board of Supervisors for a follow-up meeting to discuss the particulars of the transition.

Jesse Lepinsky, 64 Eagles Crag Road, said he attended the POSF meeting on Saturday, May 14<sup>th</sup> because he had questions about the transition of management and how it would affect him as a resident, and he left that meeting with even more questions. He wants to know who will be representing the SFSD to the County and wonders how an Advisory Committee appointed by the Board of Supervisors plans to represent him better than the POSF Board whose members are elected by the residents of the community.

Due to it being 7:30 PM, Mrs. Cullers stopped the public comment period in order to begin the public hearings.

**Public Hearing – Z2022-03-01 – Rivermont Baptist Church – Ordinance to Amend Section 180-8 (Definitions) to Add Correct State Code Section for Licensing and Section 180-21 (Agricultural District) to Add Day- or Child-Care Center (Nursery) as a Use Allowed by Conditional Use Permit – Matt Wendling**

Matt Wendling, Planning Director, reported the applicants, Pastors Lorne Fyfe and Tim Dyke representing Rivermont Baptist Church, have requested to amend the County Zoning Ordinance to allow for Day- or Child-Care Centers in the Agricultural (A) Zoning District by conditional use permit. This use is currently allowed by conditional use permit in Residential One (R-1) and by-right in Commercial (C). The definition allows for six or more children for this use, and the County currently allows for five or fewer by-right in the Residential and Agricultural Zoning Districts in the form of babysitting and residential home daycare services with a Home Occupation permit.

Mrs. Cullers opened the public hearing.

Mrs. Ciarrocchi read the following email from Jon Martz, Director of the Warren County Department of Social Services: “There is a dramatic shortage of childcare facilities available in our county. The Warren County Department of Social Services is in favor of the approval of both the Ordinance to Amend Section 180-8 as well as the Conditional Use Permit. We look forward to working with our newest childcare partner.”

There being no further comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Oates, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors, finding that the proposed zoning ordinance amendment is appropriate for the public necessity, convenience, and general welfare and good zoning practice, approved the proposed amendments to Sections 180-8 and 180-21 of the Warren County Code:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

ORDINANCE TO AMEND AND RE-ORDAIN SECTIONS 180-8 AND 180-21 OF THE  
WARREN COUNTY CODE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8 (Definitions) and 180-21 (Agricultural (A) District) be amended and re-ordained as follows:

§ 180-8. Definitions.

- A. General usage.

...

- B. Interpretation by Zoning Administrator...

- C. Definitions of words and terms. As used in this chapter, the following words and terms shall have the meanings indicated:

...

**DAY- OR CHILD-CARE CENTER (NURSERY)**

Any facility operated for the purpose of providing care, protection and guidance to six or more children separated from their parents or guardian during a part of the day only. Exceptions to this definition are:

- (1) A summer camp licensed under §§ ~~35-43 through 35-53~~ **35.1-18 through 22**, Code of Virginia.

...

§ 180-21. Agricultural (A) District.

- A. Statement of intent...

- B. Uses permitted by right...

- C. Accessory uses permitted by right...

- D. Uses allowed by conditional use permit. The following named uses may be permitted upon issuance of a conditional use permit by the Board of Supervisors:

...

**(44) Day- or child-care center (nursery).**

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**

**Public Hearing – Conditional Use Permit 2022-03-01, Rivermont Baptist Church for a Day- or Child-Care Center (Nursery) Located at 575 Catlett Mountain Road and Identified on Tax Map 19 as Lots 88 and 89A – Matt Wendling**

Mr. Wendling reported Rivermont Baptist Church would like to open a daycare center to serve the community and their congregation for working families. They would be using their Fellowship Hall located across Catlett Mountain Road from the church along with a vacant lot directly across Figgins Road, which will be used as a non-commercial playground and recreation area. They feel there is a great need for this in the community for working parents in the Fork Magisterial District, and this use will also employ one full-time and several part-time employees, depending on enrollment.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers asked what the exact occupancy number for this facility would be since condition #1 does not specify, and Mr. Wendling said Building Official David Beahm did not specify the number in the comments he provided for this application.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Oates, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the conditional use permit request of Rivermont Baptist Church for a Day- or Child-Care Center (Nursery) with the conditions as recommended by the Planning Commission and staff and listed below:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

1. The Day- or Child-Care Center occupancy shall not exceed the number of occupants to be determined by the Virginia Uniform Statewide Building Code for an educational use facility and Health Department approval for the existing on-site sewage system.
2. The applicant shall comply with all Virginia State regulatory authorities for social services and education, Warren County Building Inspections, County Fire Marshal, and Warren County Health Department and their respective regulations and requirements.
3. Any food service areas used for the Day- or Child-Care Center shall be inspected to meet the Health Department regulations.
4. The applicant shall meet the requirements for Warren County Code Section 180-15 for Off-Street parking for a Day- or Child-Care (Nursery), which requires one parking space per 10 children plus one per employee.

**Public Hearing – Conditional Use Permit 2022-03-02, Solomon Stavis for a Short-Term Tourist Rental Located at 9 Oak Hill Drive and Identified on Tax Map 28P, Section 2, as Lot 6 – Matt Wendling**

Mr. Wendling reported the applicant is requesting a conditional use permit for a short-term tourist rental for this single-family dwelling for fewer than thirty days. The

applicant and his wife recently purchased the property in January 2022 in order to move to the Shenandoah Valley and Warren County and telecommute to Washington, D.C. Their jobs entail a significant amount of travel, and they plan to rent the property when they are away. They intend to manage the rental themselves but will have a property manager and cleaning company available if emergency maintenance is necessary or arises with guests. They are currently researching and interviewing for a locally based manager and management company.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Mabe, seconded by Mr. Butler, and by the following vote, the Board of Supervisors approved the conditional use permit request of Solomon Stavis for a short-term tourist rental with the conditions as recommended by the Planning Commission and staff and listed below:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed six (6) as determined according to the Health Department operational permit for a three-bedroom dwelling.
3. The applicant shall have the well water tested annually for e-coli and coliform bacteria, and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicant shall have the septic system inspected annually by a State licensed inspector, and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department, and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

**Public Hearing – Conditional Use Permit 2022-03-03, Jared Smith for a Short-Term Tourist Rental Located at 31 Henry Way and Identified on Tax Map 24A, Section 2, Block 7, as Lot 313 – Chase Lenz**

Chase Lenz, Zoning Administrator, reported the applicant is requesting a conditional use permit for a short-term tourist rental for the property he recently purchased in December 2021. The dwelling will be available year-round for short-term rentals for individuals visiting the Warren County area. The owner is currently vetting local property management companies to assist with coordinating professional services for weekly garbage removal, cleaning, and property management. The applicant currently lives in Ashburn and has owned and operated a 5-star rated short-term tourist rental in Stafford County for the past year. The Blue Mountain Property Owners Association commented that it is not opposed to this application, and the Planning Department received one email from a neighbor in favor of the use. However, the neighbor wanted to ensure there was a noise curfew after 11:00 PM, and Mr. Lenz said the Zoning Ordinance supplemental regulations require posting the County's noise ordinance at the property.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Cook, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the conditional use permit request of Jared Smith for a short-term tourist rental with the conditions as recommended by the Planning Commission and staff and listed below:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed six (6) as determined according to the Health Department permit for a three-bedroom dwelling.
3. The applicant shall provide documentation to County staff for the maintenance of the sewage treatment system as recommended by the Warren County Health Department.
4. The applicant shall have the well water tested annually for e-coli and coliform bacteria, and a copy of the results shall be submitted to the Planning and Health Departments by the end of the calendar year.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

**Public Hearing – Conditional Use Permit 2022-03-04, James and Jeonghe Lal for a Short-Term Tourist Rental Located at 280 Overbrook Lane and Identified on Tax Map 13C, Section 3, Block 3, as Lot 568 – Matt Wendling**

Mr. Wendling reported the applicants constructed their home in 2018 after being granted a variance to the front setback by the Warren County Board of Zoning Appeals and have used this as their primary residence since then. They are requesting this conditional use permit because their work as Christian missionaries to Malawi, Africa takes them out of the country for long periods of time, and they would like to rent the property short-term during that time. They would like to rent it for fewer than 30 days to supplement their income to pay for the mortgage, taxes, insurance, and the upkeep of the property. This also allows them the flexibility of scheduling renters when they return from their mission trips instead of having the property occupied by long-term renters. Mr. Wendling noted the Planning Department did not receive comments back from the Shenandoah Shores Property Owners Association.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing.

Patrick Skelley, 88 Mosby Meadows Lane, encouraged citizens to come to Board of Supervisors meetings to see how their tax money is being spent.

There being no further comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the conditional use permit request of James and Jeonghe Lal for a short-term tourist rental with the conditions as recommended by the Planning Commission and staff and listed below:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

1. The applicants shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department operational permit for a three-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria, and a copy of the results shall be submitted to the Planning and Health Departments.



4. The applicants shall have the septic system inspected annually by a State licensed inspector, and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department, and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

**Public Hearing – Conditional Use Permit 2022-03-05, Rocky Quach for a Short-Term Tourist Rental Located at 524 Freezeland Road and Identified on Tax Map 23F as Lot 2 – Chase Lenz**

Mr. Lenz reported the applicant is requesting a conditional use permit for a short-term tourist rental for the property he recently purchased in February 2022. The dwelling will be available year-round for short-term rentals for families visiting the Warren County area. The applicant currently resides in San Jose, California and will hire a local property management company to manage the operation of the short-term rental and property maintenance. To promote rentals from families primarily, the applicant will provide additional amenities for infants, including high-chairs and a portable travel crib. This property is not governed by a Homeowners or Property Owners Association that the Planning Department could determine.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers asked how the applicant found this home, considering they are from California, and the applicant said he researched homes near Shenandoah National Park and noticed Warren County had several wineries nearby and was also in close proximity to Washington, D.C.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Butler, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the conditional use permit request of Rocky Quach for a short-term tourist rental with the conditions as recommended by the Planning Commission and staff and listed below:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.

2. The maximum number of occupants shall not exceed six (6) as determined according to the Health Department operation permit for a three-bedroom dwelling.
3. The applicant shall provide documentation to County staff for the maintenance of the sewage treatment system as recommended by the Warren County Health Department.
4. The applicant shall have the well water tested annually for e-coli and coliform bacteria, and a copy of the results shall be submitted to the Planning and Health Departments by the end of the calendar year.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and on the state road shall be prohibited.

**Public Hearing – Conditional Use Permit 2022-03-07, Richard Durkee, II for Private Use Camping on Property off Farms River Road and Identified on Tax Map 15B, Section 1, Block 1, as Lots 33 and 34 – Matt Wendling**

Mr. Wendling reported the applicant is requesting a conditional use permit for Private Use Camping on two vacant lots in the Shenandoah Farms – Riverview Section of the subdivision, which are located in the Special Flood Hazard Area (SFHA). The applicant's family has owned the lots since the 1960s, and the original retreat home was substantially damaged by Hurricane Agnes in June 1972 and was removed from the property shortly afterward. This conditional use permit would allow the applicant to erect a single accessory structure up to 160 square feet for storage of recreational and property maintenance equipment with the issuance of a building permit. The applicant plans to have a recreational vehicle and utilize a port-a-john for seasonal use while staying on the property.

The Planning Commission has forwarded this application to the Board of Supervisors recommending approval.

Mrs. Cullers opened the public hearing.

Kathleen George, 126 Walker Farm Drive, said she was around when Hurricane Agnes came through and wiped out almost all the structures on Farms River Road. She wanted to know what would happen to the structure in the event of a flood, and Mr. Wendling stated any accessory structure built would be required to have flood vents installed and be adequately anchored. This permitting process allows for County oversight and inspections to ensure the requirements are met and that there is an emergency egress plan in place.

There being no further comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Butler, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the conditional use permit request of Richard Durkee, II for

private use camping with the conditions as recommended by the Planning Commission and staff and listed below:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

1. The applicant shall comply with all Warren County Health Department regulations and requirements.
2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.
3. Any development, structure, or fencing shall require a building and zoning permit.
4. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

### **Public Comment Period (Continued)**

Mrs. Ciarrocchi read the following emails received from citizens:

Ralph Rinaldi, 4725 Howellsville Road: "I support POSF taking back the management of the Shenandoah Farms Sanitary District. The current board completely understands the needs of this community. Furthermore, the current board has the expertise to be an effective and best cost manager. I had planned to be there tonight however I got tied up on a time sensitive project."

Norman Nelson, 1331 Drummer Hill Road: "Ever since the POSF Inc. submitted to the WC BOS the 90-day notice to end the agreement between the POSF Inc. and the WC BOS which requested the return of Shenandoah Farms management to the POSF. there has been a flurry of information exchanged over Nextdoor Shenandoah Farms. We have seen there both misinformation and some useful information. Upon seeing the apparent confusion, I set out to find out for myself what I could the particulars related to this issue. I reviewed the following:

1. The packet which I received at the time of the purchase of my property around 5 years ago.
2. A number of pertinent videos of pertinent Warren County Boards of Supervisor Meetings.
3. The Virginia Property Owners Association Act and the Condominium Act of 2019
4. The original registration documentation of the Property Owners of Shenandoah Farms filed with the Commonwealth of Virginia.

I attended the next two meetings of the POSF Inc. and I was able to have a number of questions answered and was provided guidance of where to look for certain background

information. There are a number of Shenandoah Farms property owners who want to see the next two phases of Old Oak Road completed because they normally use that road. Some of them are quite vocal but I feel they are somewhat misguided regarding what will be in the best interest for the overall community.

Given that our nation has entered an uncertain historical period where we will be facing significant inflation and rising interest rates, it calls for serious revaluation of priorities. Given this, I do not feel that it would be wise to merely go forward with business as usual and just continue blindly ahead with the plans we made yesteryear. To wisely move ahead this new economic playing field calls for considering alternative cost methodologies and most importantly value engineering to find the best solutions for the entire community. This Leads Me to My Conclusions:

1. To pave Old Oak Road phases 4 & 5 is not in the best interest of the overall community, given the grave economic conditions we will face for the next 20 years.
2. I do fully support the transition and the concept of using Chip & Tar road improvements as has been proposed by POSF.
3. Having the POSF Inc directors continue as the Warren County SFSD Advisory board is the proper method for advising the Board of Supervisors as those members are actually voted upon in a normal democratic process rather than merely being appointed by the WC BOS.
4. From now on I do aim to annually attend 10 out of the 12 POSF General Meetings. It is far more convenient for me to attend those meetings as their normal meeting times do not normally conflict with my caregiver activities."

Laura Corebello, 668 Bragg Drive: "I advocate that the current P.O.S.F, Inc. Board of Directors to remain elected by citizens and not be appointed by Warren County advisory board members. As a resident of Shenandoah Farms for the past 20 years, I want to be able to elect board members who align with our needs, have historical knowledge of the community, and have business skills to contribute to the board, all of which our present board members offer us presently. It is also concerning that our community properties will have public access. We do not need any increase in traffic on our roads nor the possibility of vandalism and pollution on our beautiful mountain. It is not right that Shenandoah Farms foot the bill for a public commodity."

Bruce Boyle, 343 Susans Court: "I am adamantly opposed to the BOS trying to circumvent the elected board of the Property Owners of Shenandoah Farms (POSF) by trying to replace the elected advisory board with an appointed Board. Any appointed board will have its loyalty tied to the BOS and not the Residents of the Shenandoah Farms Sanitary District (SFSD). The current advisory board, the POSF, is elected by the Residents of the SFSD.

Thus, what would motivate the BOS to do this? One very logical conclusion is the BOS has not kept the court ordered segregation of SFSD funds separate from the County finances. In essence, show us the money – not a balance sheet which lists it, but bank statements

supporting the segregation and CURRENT totals for the SFSD funds. The POSF finances were audited by the Madam Chairwoman and another board member, and no problems were found with the POSF accounting of its money. Can the same be said for the management of the SFSD funds currently managed by the County?

Additionally, the BOS grab for SFSD common properties needs to be stopped immediately. The common properties of the SFSD were bought, developed, financed, and managed by the POSF board. The SFSD residents should not have to provide use of these assets to general county residents who do not reside in the Sanitary District. These funds were from taxes/fees for the Sanitary District only and should not be comingled with County assets.

We, the Residents of SFSD, fear the power grab of the BOS. The POSF has successfully managed itself and its common properties. By asking to terminate the joint management contract, the POSF Board seeks to better manage the SFSD by utilizing competitive bidding, lower costs for projects, and better financial accounting practices.

Finally, the last increase of Sanitary District Fees/Taxes was not for financing Old Oak IV and Old Oak V; this increase was to finance the NEXT three projects on the Shenandoah Farms CIP list. The funding for Old Oak IV and Old Oak V was already set aside as per VDOT, County, and SFSD requirements. This money should be accounted for in the county finances and should also be segregated from the County finances. Should the BOS continue to push for the completion of Old Oak IV and V, the County will advocate spending well over 2 million dollars to pave just four tenths of a mile. This is in addition to VDOT monies. This is not financially viable, as Old Oak V has yet to be priced. The prevention of the mismanagement of our funds is our primary fiduciary responsibility. While the engineering fees total tens of thousands of dollars, the continuation of throwing good money after bad money (or in this case, Sunk Money) needs to be prevented. We need to follow sound financial policies and not end up with a financial mess over Old Oak IV and V."

Kristin Iden, 407 Washington Avenue: "Like many, I am appalled by the senseless violent arrest and subsequent death of Ralph Ennis. I eagerly await the Virginia State Police investigation findings on this tragedy. Additionally, I wish to share a recent deep concern I had with a sheriff deputy that was serving at a local elementary school as a school resource officer. My son arrived home one day to say that during a DARE program, the officer spoke about how he 'tightens handcuffs as much as possible to hurt people he arrests because they're bad people' in addition to other inappropriate comments. I took this straight to the principal. I never heard anything back regarding this. Officers are not in the business of administering pain nor justice; let alone bragging about such things to elementary school children.

It is my wish that the County create a civilian oversight committee; tasked with reviewing and improving police officer conduct. I have deep concerns about integrity and ethics within the department, and public trust is fragile. Hopefully, an overnight committee can assist in holding employees accountable and to work to ensure safe and ethical practices in the future."

Dr. Stephanie Shaefer, 321 Farms River Road: "As a property owner at Shenandoah farms for the past 20 years, every time I have brought up a concern or attended a POSF meeting I have found the members of the Board of Directors very attentive and responsive to my concerns and have taken timely action to resolve concerns. This volunteer board is extremely dedicated and knowledgeable about community needs and concerns and cares about our community.

In terms of the issues being discussed tonight - I have the following questions and concerns - why POSF has not received responses to requests for a meeting with the Board of Supervisors in order to discuss and solve problems including lack of financial reports, discrepancies in budget totals from one month to the next, how bids for road work are conducted, documented and publicized, and why an appointed advisory board is being considered instead of keeping the existing POSF advisory board, elected by community members. In addition, I would like to highly recommend that the Community Properties, all on the Shenandoah River, remain as private for the Shenandoah farms community to prevent further development, disease from dumping, shooting in the river, and pollution of the water, which is the drinking water for all of Northern Virginia. Right now, it is cleaner when it leaves Warren County than when it enters Warren County."

There were no further comments from the public.

### **Reports – Board Members, County Administrator, Interim County Attorney**

Mr. Butler thanked the Parks and Recreation Department working with Sunfish Swim on the County's first summer swim team.

Mrs. Cook said she wanted to make a correction to her report on May 3<sup>rd</sup> when she thanked the Information Technology (IT) Department for automating the citizen appointment applications and the employment applications on the County's website. She had since found out that Emily Ciarrocchi had taken the initiative to automate these processes and thanked her for her work.

Mr. Mabe said he attended a presentation by the Front Royal Moose Lodge honoring Firefighter/Medic Camden Whitacre for his actions surrounding a tragic incident where a patron of the Lodge experienced a medical emergency, which led to Camden perform a rare and difficult surgical cricothyrotomy in the field.

Mrs. Oates encouraged residents to attend the 34<sup>th</sup> Annual Wine and Craft Festival this Saturday, May 21<sup>st</sup> from 10:00 AM to 6:00 PM on Main Street, since this is the first time the Festival has taken place in three years due to the COVID-19 pandemic.

Mrs. Cullers reported the following:

- Fortsmouth Volunteer Fire Department is having a craft show fundraiser on Saturday, May 21<sup>st</sup> from 10:00 AM to 4:00 PM

- There will be a Shenandoah River cleanup event on Sunday, May 22<sup>nd</sup>; those interested in participating will be meeting at the Front Royal Outfitters store on Main Street at 8:30 AM and will be cleaning from Gooney Creek to the Front Royal boat landing at Eastham Park
- Recognized National Emergency Medical Services (EMS) Week and National Public Works Week (May 15<sup>th</sup> – 21<sup>st</sup>) and National Police Memorial Week (May 11<sup>th</sup> – 17<sup>th</sup>)

Taryn Logan, Deputy County Administrator, presented the County Administrator's report to the Board:

- Real estate payments have started being collected, totaling \$846,252.93 to-date for 2022, and the 2022 personal property tax bills will be sent out later this week.
- The Morgan Ford Boat Landing project is substantially complete, and she thanked Sanitary District Manager Michael Coffelt for leading the project and Project Manager Jeff Hayes for the project planning. The Virginia Department of Wildlife Resources is pleased with how it turned out, and representatives will be coming up in June for a formal ribbon cutting.
- The County is advertising a 30-day public comment period for the Rockland Park grant for an athletic fields complex, which is being funded through a grant with the Land and Water Conservation Fund and the National Park Service. She encouraged residents to send comments on the proposed complex to Dan Lenz, Director of Parks and Recreation.
- As part of his Eagle Scout project, a local Boy Scout constructed four octagonal picnic tables at the Thompson Kiss-and-Ride.

- Revenue Updates for April

<b>Year-to-Date</b>	<b>FY 2022</b>	<b>FY 2021</b>	<b>Difference</b>
Sales Tax	\$5,127,765	\$3,807,307	\$1,320,458 (34.68%)
Meals Tax	\$917,470	\$761,376	\$156,094 (20.5%)
Lodging Tax	\$264,201	\$220,806	\$43,395 (19.65%)
Business License Tax	\$1,241,003	\$1,089,884	\$151,119 (13.87%)

- Building Inspections Statistics for April

<b>New Home Starts</b>			
County	Town	Total	April 2021
8	1	9	15

<b>Permits Issued</b>		
2022	2021	Difference
190	304	-114 (-60%)

<b>Inspections Completed</b>		
2022	2021	Difference
901	1,252	-351 (-38.96%)

- Parks and Recreation

- 2022 Summer Brochure: Recreation staff have received the Summer 2022 Recreation Connection Brochures and distributed them on May 2<sup>nd</sup>. Special thanks to Recreation staff and Emily Ciarrocchi for her assistance. This is the first time in 2+ years that Parks and Recreation has offered the brochure, which is available on the County website. Registration for summer activities began on May 2<sup>nd</sup>.
- Community Shelter Project: The shelter is completed except for electric work, picnic tables, grill, and plaque installment, which will be completed prior to Memorial Day weekend opening, May 28<sup>th</sup>, for the summer.

- Department of Social Services – In the month of April, DSS received:

- 95 SNAP Applications
- 79 Medicaid Applications
- 22 TANF Applications
- 7 Child Care Applications
- 952 Lobby Visits
- 1,343 Phone Calls

On the Services side, for the month of April, DSS received:

- 53 CPS referrals
- 23 APS referrals

Services rendered:

- Used \$616 from the Ministerial Fund
- Took in \$1,165 to the Ministerial Fund
- Provided food to 55 individuals
- 83 EBT cards given

Job development:

- New client/referrals in April – 7
- Total clients to-date – 73
- Jobs offered/accepted – 1

- Department of Fire and Rescue Services

- Firefighter/Medic Camden Whitacre was recognized and honored at the Front Royal Moose Lodge for his actions surrounding a tragic incident where a patron sustained a medical emergency which led to Camden perform a rare and difficult surgical cricothyrotomy in the field. Special thanks to Camden and the entire response team on this incident for their strong work.
- The Department continues to evaluate the status of the fire and EMS response fleet and is currently evaluating purchasing a used engine to prolong the fleet status while awaiting the delivery of the engine on order. The three medic units are in the build stage, and staff will be conducting a progress inspection in the coming months.



- The Department continues to work with the South Warren VFD leadership and the Browntown community to address concerns raised with regards to response coverage. A Fire and Rescue presentation will be held on June 13<sup>th</sup> at 6:30 PM at the Browntown Community Center.
- Front Royal VFD continues its process to put the engine that will replace the crashed apparatus in-service.
- North Warren VFD has taken delivery of its new engine. Staff will assist the VFD in placing the unit in-service in the near future.
- Staff participated in the Samuels Public Library Volunteer Fair in an effort to solicit community interest in becoming a community volunteer in the County's Fire and EMS system.
- Chief Bonzano attended the 2022 Virginia Fire Chiefs Association – Fire Chiefs Summit in Richmond, Virginia where various topics were discussed, including a report from Governor Youngkin.
- Planning and Development
  - Tourism Committee – The Joint Tourism Committee continues to meet bi-weekly. Work is progressing towards creation of the 501c6 organization as the Destination Marketing Organization. The Board of Supervisors will be receiving recommendations from the Joint Tourism Committee in June for Tourism Board Members and will need to make County appointments. Staff will be placing this on the agenda for an upcoming meeting.
  - Development Review Committee – The Development Review Committee met on April 27, 2022 and discussed the following projects:
    - Planning Commission/Board of Supervisors Applications
      - Short-Term Tourist Rentals
    - Update on ongoing projects
      - Comprehensive Plan Review Underway
      - Sheetz Site Plan Review (Linden)
    - Route 340/522 Corridor Projects
      - Proposed Warehouse Facility – Corner of Baugh Drive and Fairground Road
      - Enclosed Storage Facilities – Winchester Road (2)
      - Equus Warehouse Facility – Winchester Road
      - McKay Springs – Corner of Winchester Road and Reliance Road
      - Interchange Phase II – Toray Drive
      - Terra Site Constructors – 6986 Winchester Road

The Committee will meet again on May 25, 2022, at 10:00 AM.

- Commercial/Industrial Projects – Work continues on the following projects:
  - Interchange warehouse (340/522 and Toray Drive) has the foundation in place and now starting the foundation walls. The water service from the Town has

- finally been approved and work is ongoing to connect the south side to the north side of Toray Drive.
- Equus Warehouse facility – The site work continues and the main structure is completed. The work now is focused on sealing the building up to start on the interior work.
- Storage facility on 340/522 has started work and activity will soon increase at the site.
- New trucking facility on Winners Court is continuing with site work.

## **Appropriations and Transfers**

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the additional appropriations and transfers as presented and shown below for May 2022:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

### **APPROPRIATIONS**

Sheriff	To appropriate Local Law Enforcement Block "LOLE" Grant Program for FY 22	\$1,371
Sheriff	To appropriate a portion of ARPA funding that was allocated for bonuses for Sheriff's Office Deputies approved by the Board at its November 16, 2021 meeting	\$201,844
Public Works	To appropriate State funding agreed to by the Department of Game and Inland Fisheries to the County of Warren on January 27, 2020 to build improvements to the Morgan Ford Boat Landing	\$100,000

### **TRANSFERS**

County Attorney	To correct budget line item overage due to the budget decrease and cost increase of the newly installed VOIP office phones	\$1,200
Parks and Rec.	Transfer from Uniforms/Wearing Apparel Fund and Operating Supplies Fund to WCPR Avtex Community Shelter Fund to purchase 12 picnic tables	\$12,414
Fire and Rescue	Transfer from Linden VFD Insurance Claims Revenue Code to Linden VFD Vehicle Repair for the balance of a towing invoice	\$1,658
Elections	Transfer from multiple budgeted line items to cover the purchase of Electronic Poll Book Software needed for the current Fiscal Year	\$32,638

## **Approval of Accounts**

Mrs. Cook asked about the "Other" category on the monthly expense report, and Finance Director Matt Robertson responded this category is for purchases or services that

fall into the “Miscellaneous” line items in Departmental budgets. One of the plans for the new chart of accounts is for purchases and services to not fall under “Miscellaneous” as often and to be more definable.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the list of May 2022 accounts as presented:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

### **Approval of Minutes**

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the minutes of its regular meeting of May 3, 2022 and its special meeting of May 10, 2022:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

### **Consent Agenda**

1. Festival Permit Request for the Appaloosa Festival – Joe Petty
2. Transfer of \$140,000 and Appropriation of \$260,000 in Children’s Services Act (CSA) Funding to the General Fund – Matt Robertson/Jessica Amankrah
3. Memorandum of Understanding for Payroll and Benefits Services Between the County of Warren and Skyline Regional Criminal Justice Academy – Matt Robertson
4. Chester Gap Volunteer Fire Department Continuing Funding Request – Ed Daley
5. Removed for further discussion
6. Authorization to Advertise for Public Hearing – Ordinance to Increase Water Rates in the Shenandoah Shores Sanitary District for FY 2022-2023 – Matt Robertson
7. Authorization to Advertise for Public Hearing – Ordinance to Amend and Re-Ordain Section 6-1 of the Warren County Code re: Airport Commission – Caitlin Jordan

Mr. Mabe requested the removal of item 5 for further discussion.

On a motion by Mrs. Oates, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the Consent Agenda as amended:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

### **Request of the Front Royal Cardinals to Serve Alcohol at Bing Crosby Stadium – Dan Lenz/Donna Settle**

Mrs. Cullers said she was reluctant to approve this request at first, but after additional discussions with staff members and volunteers for the Front Royal Cardinals, she has confidence in the management of the organization to control alcohol service.

Mr. Mabe suggested implementing a two-strike policy as well as establishing a maximum percentage for the alcohol by volume (ABV) content of the beer being served. After extensive discussion, the consensus of the Board was to establish the ABV as 5% or less.

On a motion by Mrs. Cook, seconded by Mr. Butler, and by the following vote, the Board of Supervisors approved the Front Royal Cardinals Baseball Organization request to sell beer with an alcohol content of 5% or less in Bing Crosby Stadium during their home games for the Summer Valley Baseball League seasons:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

### **Request – Acquisition of Property Located at 124 E 2<sup>nd</sup> Street – Alisa Scott**

Alisa Scott, Deputy Finance Director, reported the County intends to purchase real property located at 124 East 2<sup>nd</sup> Street (Tax Map 20A5-8-30) for sale by owner at a purchase price of \$212,000. This parcel is adjacent to other County-owned real property, and the County will continue to rent and occupy the adjacent properties. If the Board desires to lease this property, a public hearing shall be properly advertised at a later date. Funding for this purchase is available in the Special Projects Fund, which includes the broker commission.

Mrs. Oates asked what the intention for these properties is for the future, and Ms. Scott indicated the desire of the Board was to secure ownership of all three parcels along 2<sup>nd</sup> Street for ease of potential development at a later date. This property is the final lot that the County does not own. Mrs. Oates said she could not support this request because she prefers government to have a smaller footprint.

On a motion by Mrs. Cook, seconded by Mr. Butler, and by the following vote, the Board of Supervisors approved the transfer of \$225,000 from the Special Projects Fund to the General Fund for the purchase of real property and improvements located at 124 East 2<sup>nd</sup> Street, Front Royal, Virginia, Tax Map Parcel 20A5-8-30 (the “Property”) and further authorized the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney to purchase the Property for a purchase price of \$212,000 on behalf of the County:

Butler, Aye; Oates, No; Cullers, Aye; Cook, Aye; Mabe, Aye

### **Adjournment**

Mrs. Cullers adjourned the meeting at 9:00 PM.

At a special meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on May 24, 2022 at 6:00 PM.

Present: Cheryl L. Cullers, Chair (South River District); Delores R. Oates, Vice Chair (North River District); Victoria L. Cook (Fork District); and Walter J. Mabe (Shenandoah District); also present Edwin C. Daley, County Administrator; and Emily Ciarrocchi, Deputy Clerk of the Board

Absent: Jerome K. Butler (Happy Creek District)

### **Call to Order**

### **Public Hearing – Ordinance to Delay Penalties and Interest Upon Certain Local Taxes – Ed Daley**

Dr. Daley reported that due to the uncertainty regarding personal property tax rates from the Commonwealth of Virginia and the County determining the best way to provide relief to taxpayers due to the increase in vehicle valuations, the local personal property tax rates were adopted by the Board of Supervisors on May 10, 2022, which was later than anticipated. The Treasurer, Commissioner of the Revenue, and County Administration would like to provide additional time for individuals and businesses to pay these personal property taxes without penalty, interest, and collection activities.

Mrs. Oates asked if citizens would still see the June 5<sup>th</sup> due date on their bills, and Dr. Daley said the due date is still June 5<sup>th</sup>, per Section 160-26(A) of the Warren County Code. The Treasurer will be including a handout with the tax bills explaining that the penalties and interest will not begin accruing until June 25<sup>th</sup>; citizens can pay their personal property taxes without penalty through 5:00 PM on Friday, June 24<sup>th</sup>.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors adopted the proposed ordinance to delay penalties and interest upon personal property, machinery and tools, and vehicle license taxes until June 25, 2022:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye

### **ORDINANCE DELAYING PENALTIES AND INTEREST UPON CERTAIN LOCAL TAXES**

WHEREAS, Warren County Code Section 160-26 (A) states: "Tax payments for real estate, personal property, and machinery and tools taxes shall be due and payable to the Treasurer of Warren County on a twice-per-year basis, with ½ of the annual assessed value due on or before June 5, and the remaining ½ of the annual assessed value due on or before December 5 of each tax year"; and

WHEREAS, Warren County Code Section 172-27 (A) states: "There is hereby levied, assessed and charged upon the owners of the following described vehicles, which are required to be licensed by the Commonwealth of Virginia, an annual license tax, payable to the County Treasurer annually not later than the fifth day of June"; and

WHEREAS, the Board of Supervisors wants to provide additional time for individuals and businesses to pay certain taxes without penalty, interest, and collection activities.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF WARREN COUNTY, VIRGINIA THAT:

1. The penalty for late payment of the taxes specified in Paragraph 3 of this Ordinance shall not be imposed until June 25, 2022. On and after June 25, 2022, a penalty of 10 percent or \$10.00, whichever is greater, of the amount of such taxes which have not yet been paid shall be imposed, provided that in no case may the penalty exceed the amount of tax payable.
2. The interest imposed upon late payment of the taxes specified in Paragraph 3 of this Ordinance shall be 0% until June 25, 2022. On and after June 25, 2022, interest shall accrue upon such taxes and any penalties imposed thereon at a rate of 10 percent per annum.
3. The provisions of this Ordinance shall apply only to personal property, machinery and tools, and vehicle license taxes that first become due on June 5, 2022.
4. The provisions of this Ordinance shall supersede any conflicting provisions in the Warren County Code that apply to such taxes, including without limitation Warren County Code §160-26 and §172-27.
5. The passage of this Ordinance shall be effective immediately.

### **Adjournment**

Mrs. Cullers adjourned the meeting at 6:02 PM.



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 7, 2022	<b>I-1</b>	Approval of Shenandoah Farms Sanitary District Advisory Committee Bylaws	
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>The Board of Supervisors is the governing body for the Shenandoah Farms Sanitary District. The County is in charge of the maintenance of the roads, rights-of-way, and drainage facilities within the Sanitary District. The Board of Supervisors adopts a budget and sets a tax rate annually. The Board of Supervisors wants input from the advisory board before adopting the budget and tax rate.</p> <p>The County is seeking applications for the Advisory Committee and will complete background checks on the applicants. It is hoped that the Board will be able to appoint members of the Advisory Board in July or August.</p> <p>The bylaws are attached, and they are similar to the bylaws for other Sanitary District Advisory Committees. The bylaws have been reviewed by Ms. Jordan and Mr. Ham.</p> <p>The Advisory Committee will provide input to the Board of Supervisors and County staff regarding (i) the annual budget; (ii) the tax rate; (iii) the road system capital improvement plan; and (iv) facility maintenance. All five (5) directors must be property owners within the boundaries of the sanitary district. Two initial terms will run until June 30, 2023 and the remaining three initial terms will run until June 30, 2024. Thereafter all appointments will be for two (2) year terms. At the initial meeting, the Advisory Committee will elect a chair, vice-chair and secretary. The Committee will meet at least quarterly, and special meetings may be called upon three (3) days written notice.</p> <b><u>COST &amp; FINANCING:</u></b> N/A			
<b><u>CONSENT AGENDA MOTION:</u></b> <p>1) I move that the Board of Supervisors adopt the proposed bylaws for the Shenandoah Farms Sanitary District Advisory Committee.</p> <b><u>ALTERNATIVE MOTION:</u></b> <p>1) I move that the Board of Supervisors not adopt the proposed bylaws for the Shenandoah Farms Sanitary District Advisory Committee.</p> <p>OR</p> <p>2) I move that the Board of Supervisors postpone the request until _____.</p>			
<b>SUBMITTED BY:</b>  Ed Daley County Administrator	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>

# **BY-LAWS OF THE SHENANDOAH FARMS SANITARY DISTRICT ADVISORY COMMITTEE**

## **ARTICLE 1 - PURPOSE OF COMMITTEE**

- 1-1 The Shenandoah Farms Sanitary District Advisory Committee (SFSDAC) is hereby created to act as an advisory committee for the Board of Supervisors of the County of Warren (Board of Supervisors). The primary responsibility of the SFSDAC is to give input to the Board of Supervisors and County Administration Staff on the Annual Budget and Tax Rate for the Shenandoah Farms Sanitary District. Additional responsibilities include providing input on the Road System Capital Improvement Plan and Facility Maintenance for the Shenandoah Farms Sanitary District.
- 1-2 SFSDAC's primary responsibility is to give input on the annual budget and per-lot tax rate for the District. No later than January 1 prior to the beginning of each fiscal year, the SFSDAC shall prepare and submit a proposed annual budget and suggested tax rate for its operating expenses to County Administration staff. The County shall collect Sanitary District funds semi-annually and place them in a separate fund and appropriate based on the adopted budget.
- 1-3 Based on the reports/updates provided by the SFSDAC, County Public Works staff shall work with the SFSDAC to create an annual Road System and Facility Maintenance Capital Improvement Plan (CIP) for the District. Basic maintenance and oversight would be provided by County Public Works staff, for which any associated costs would be back charged to the budget. If outside contractors are needed (hauling, paving, etc.), those costs would also be charged against the budget. Unspent funds at the end of each fiscal year would be set aside for Capital Improvements as identified in the CIP or with District Needs.

## **ARTICLE 2 - SELECTION OF DIRECTORS**

- 2-1 SFSDAC shall have five (5) Directors, and all Directors must be property owners within the boundaries of the Shenandoah Farms Sanitary District. All Directors shall be appointed by the Board of Supervisors.
- 2-2 The Directors shall hold staggered two-year terms of office. The initial term for two (2) Directors shall end on June 30, 2023, and the initial term for three (3) Directors shall end on June 30, 2024. Directors shall hold office until the successor has been appointed, which successor shall serve the unexpired remainder of that Director's term.

## **ARTICLE 3 - SELECTION OF OFFICERS**

- 3-1 Officers of the SFSDAC shall consist of a chairman, vice-chairman, and secretary, who shall be elected by the Directors.
- 3-2 Nomination of officers shall be made from the floor at the beginning of the initial



meeting of each year for the ensuing year. Election of officers shall follow immediately. However, officers elected at the first meeting of SFSDAC shall serve until December 31, 2022. A candidate receiving a majority vote of the Directors shall be declared elected.

- 3-3 Vacancies shall be filled for an unexpired term by a majority vote of the SFSDAC.
- 3-4 The Board of Supervisors may, by unanimous vote of the entire body, remove a member of the SFSDAC.

#### ARTICLE 4 - DUTIES OF OFFICERS

- 4-1 The chairman shall:
  - 4-1-1 Preside at meetings.
  - 4-1-2 Rule on procedural questions (subject to reversal by a majority vote of the Directors present).
  - 4-1-3 Report official communications at the next regular meeting.
  - 4-1-4 Certify official documents involving the authority of the SFSDAC.
  - 4-1-5 Certify minutes as true and correct copies.
  - 4-1-6 Carry out other duties as assigned by the SFSDAC.
  - 4-1-7 Shall act as the point of contact for the Sanitary District and County Administration staff for issues and concerns.
- 4-2 The vice-chairman shall:
  - 4-2-1 Assume the full powers of the chairman in the absence or inability of the chairman to act.
- 4-3 The secretary shall:
  - 4-3-1 Record attendance at all meetings.
  - 4-3-2 Record the minutes of the meetings.
  - 4-3-3 Notify Directors and other persons entitled to notice under the Virginia Freedom of Information Act of all meetings.
  - 4-3-4 Maintain a file of all official records and reports.
  - 4-3-5 Certify maps, records, and reports.
  - 4-3-6 Give notice and be responsible for publishing public notices of all SFSDAC public hearings and public meetings.
  - 4-3-7 Attend to the correspondence necessary for the execution of the duties and functions of the SFSDAC.

#### ARTICLE 5 - MEETINGS

- 5-1 The SFSDAC shall meet at least once per quarter. Such meeting may be cancelled by the Chairman upon proper notice to the Directors.
- 5-2 Special meetings may be called by the chairman or by two Directors upon written

request to the secretary. The secretary shall email a written notice to all Directors, at least three (3) days before a special meeting, stating the time, place, and purpose of the meeting. Written notice of a special meeting shall not be required if the time of the special meeting has been fixed at a previous regular meeting or if all Directors are present at the special meeting or if they filed a written waiver of the required notice.

- 5-3 All meetings of the SFSDAC shall be held at the Warren County Government center unless otherwise stated, and all meetings shall be open to the public, except as provided for in the Virginia Freedom of Information Act.
- 5-4 Any Director who has three (3) unexcused absences in a calendar year shall be removed from the SFSDAC and another Director shall be appointed by the Board of Supervisors to fill the unexpired term of office.

#### ARTICLE 6 - VOTING

- 6-1 A majority of the Directors shall constitute a quorum.
- 6-2 No action of the SFSDAC shall be valid unless authorized by a majority vote of those present and voting.

#### ARTICLE 7 - ORDER OF BUSINESS

- 7-1 The order of business for a regular meeting shall be:
  - 7-1-1 Call to Order.
  - 7-1-2 Roll Call.
  - 7-1-3 Adoption of Agenda.
  - 7-1-4 Approval of Minutes.
  - 7-1-5 Committee Matters.
  - 7-1-6 Adjournment.
- 7-2 Parliamentary procedure in SFSDAC meetings shall be governed by Robert's Rules of Order.
- 7-3 SFSDAC shall keep minutes of each meeting, and these minutes shall become a public record. The chairman shall sign all minutes and they shall be kept in the official minute book

#### ARTICLE 8 - AMENDMENTS

- 8-1 These Bylaws may be amended by a majority vote of the Board of Supervisors after ten (10) days prior notice to the SFSDAC.

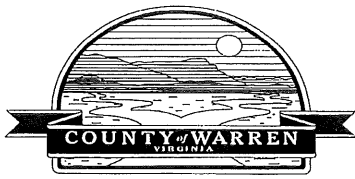
Adopted: \_\_\_\_\_



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/7/2022	I-2	Warren County Educational Foundation 2022 Scholarships	
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>Established in 1986, the Warren County Educational Foundation Scholarship Program (WCEFSP) has provided over \$230,000 in scholarships to Warren County's best and brightest high school students. Funding for the scholarships originated from the proceeds of the Warren County Educational Foundation, Inc. contributions to the Virginia Retirement System (VRS) for teachers who taught at the former Mosby Academy from November 1958 to July 1, 1969. When the Foundation was dissolved in 1971, the remaining assets were transferred to Warren County. In 1983, the Foundation was terminated as a participant in the VRS and the County requested that the funds be used to establish a scholarship fund. Since that time the Foundation has actively supported the community's rising stars by awarding scholarships annually.</p> <p>Originally the WCEFSP awarded \$5,000 scholarships to the top male and female graduates of Warren County High School, but the program has since been expanded to include Skyline High School's top performers as well. With the expansion to two high schools and falling interest rates on the investment, the Board of Supervisors has only been able to provide one \$3,000 scholarship since 2010, with Warren County Public Schools providing the remaining three using funds from the Carl and Emily Thompson Charitable Trust. Due to continued falling interest rates on investments, the Carl &amp; Emily Thompson Charitable Trust is now only able to fund \$2,000 scholarships. The Board of Supervisors is recommended to match this level with \$2,000 until the Trust is able to regain its principal balance.</p> <p>Currently a balance of \$189,774.66 exists in the account invested with Middleburg Financial through Atlantic Union Bank. This account is accruing an annual interest rate of approximately 1.25% at this time due to the current economic conditions. The original principal of the fund that cannot be taken from the account is \$138,122.50. Based on the amount currently invested and projected interest rates, with no additional donations, the account would earn approximately \$2,371 over the next year.</p> <p>At this time, Superintendent Dr. Chris Ballenger is requesting the Board of Supervisors utilize \$2,000 of the balance for the awarding of one \$2,000 scholarship. The Thompson Charitable Trust will provide \$2,000 for each of the remaining three scholarships (\$6,000 total).</p> <b><u>CONSENT AGENDA MOTION:</u></b> <p>I move that the Board of Supervisors authorize the use of \$2,000 from the Warren County Educational Foundation's Scholarship account for the awarding of one \$2,000 scholarship as outlined.</p> <p style="text-align: center;">OR</p> <p>I move that the Board of Supervisors table the request for further discussion.</p>			
<b>SUBMITTED BY:</b>  Edwin C. Daley, County Administrator	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> <b>APPROVED</b> <input type="checkbox"/> <b>OTHER</b> (Describe)		<b>PROCESSED BY:</b>



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/7/2022	I-3	Designation of Subdivision Ordinance Administrator <i>Matt Wendling</i>	1 of 1

### **EXPLANATION & SUMMARY:**

In May 2022, Matt Wendling was promoted in the Planning Department from Deputy Planning Director to Planning Director. The task of enforcing the County's subdivision ordinance falls under the job description of the Planning Director. The Subdivision Administrator reviews and signs plats for County approval such as lot consolidations, boundary adjustments and subdivisions. Matt is continuing to learn the subdivision ordinance and review plats as part of his new position.

At this time, I would ask that the Board designate Matt Wendling as the Subdivision Ordinance Administrator. I will continue to keep the Deputy Subdivision Ordinance Administrator designation to review/sign plats in his absence.

### **PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors officially designate Matt Wendling as Subdivision Ordinance Administrator effective June 7, 2022, as prescribed by Section 155-3 of the Warren County Code.

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
Taryn Logan, <sup>TBL</sup> Deputy County Administrator	<input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (Describe)	



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/7/2022	<b>I-4</b>	New road naming request for properties accessed off of <i>Whitetail Ln.</i>	<b>1 of 1</b>

### **EXPLANATION & SUMMARY:**

Upon the review of the proposed "Bowman Heirs, L.C." subdivision of Tax Map 16-2, it was discovered that the platted 50' private access easement off of Whitetail Ln requires a name. There is the potential for three (3) or more lots along this access that will share this road. This brings the possible number of dwellings served by this access to, or above, (3) three.

The Warren County Code requires (3) three or more dwellings to be numbered where the driveways meet on a final platted by-way within a subdivision. With three (3) dwellings already on this right-of-way, this lane will require a new name.

The owners of the properties accessed from this ROW agreed upon a new road name. The proposed name is "Smiths Sawmill Road."

### **COST & FINANCING:**

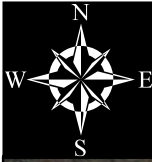
The cost of erecting the road sign pole is \$151.35. The road sign pole is required to have (2) crossed road signs identifying each of the intersecting roads (Whitetail Ln & Smiths Sawmill Rd) for a total cost of \$151.35 to be paid for and installed by the County.

### **PROPOSED OR SUGGESTED MOTION:**

I move to name the access road off of Whitetail Ln "*Smiths Sawmill Rd*".

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
Emma Rusnak, GIS Coordinator	<input type="checkbox"/> <b>APPROVED</b> <input type="checkbox"/> <b>OTHER (Describe)</b>	

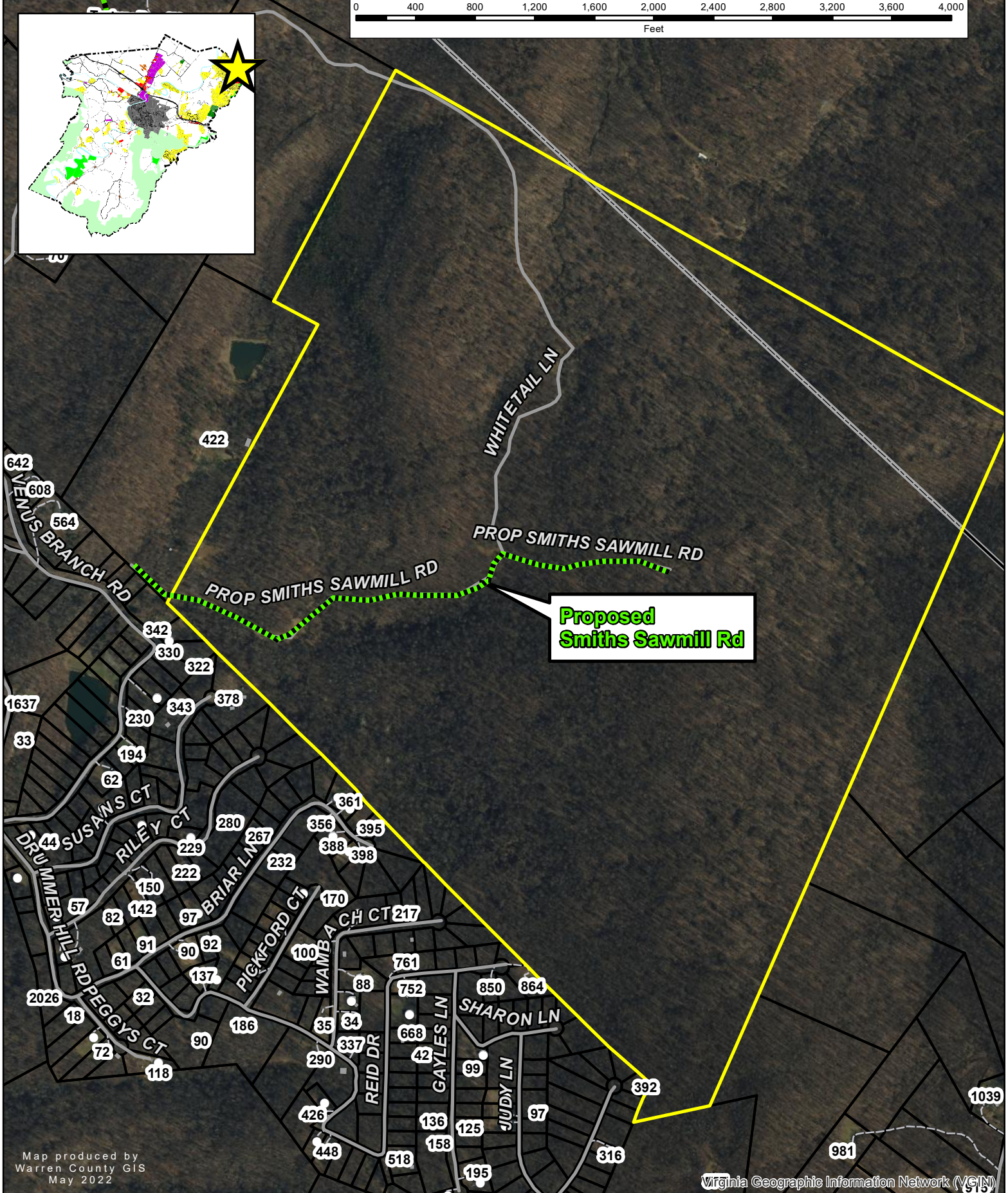
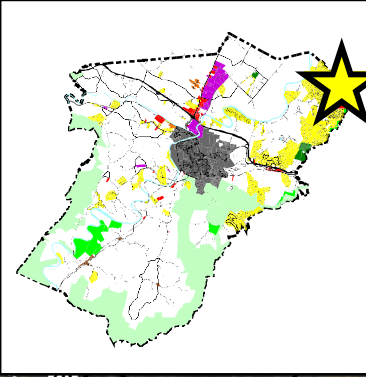
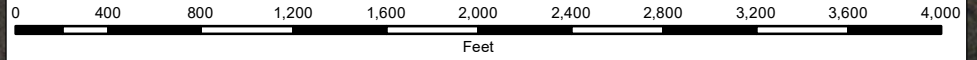




- Proposed Smiths Sawmill Rd
- Proposed Subdivision Lots
- Roads
- County Address

## Proposed Road Name: "Smiths Sawmill Road"

1 inch = 830 feet





# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/07/2022	<b>I-5</b>	New road name change request for properties accessed off of <i>Gooney Manor Loop</i> .	<b>1 of 1</b>

### **EXPLANATION & SUMMARY:**

Upon the review of the proposed "Shenandoah Woodlands" subdivision of Tax Map 43-49, it was discovered that the platted 20' private access easement off of Gooney Manor Loop will require a name. There is the potential for four (4) lots along this access that will share this road. This brings the possible number of dwellings served by this access to, or above, (3) three.

The Warren County Code requires (3) three or more dwellings to be numbered where the driveways meet on a final platted by-way within a subdivision. With the potential of three (3) or more dwellings in the future, this lane will require a new name. We are seeking approval for this name now in anticipation of future development. The new road will be added to the mapping system and a sign will be erected once building begins.

The developer of the land within this subdivision has been contacted. The proposed name is to be changed from the previously approved "Woodlands Lane" to "Strawberry Fields Lane."

### **COST & FINANCING:**

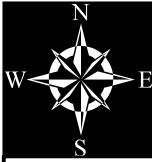
The cost of erecting the road sign pole is \$151.35. The road sign pole is required to have (2) crossed road signs identifying each of the intersecting roads (Gooney Manor Loop & Strawberry Fields Ln) for a total cost of \$151.35 to be paid for and installed by the County.

### **PROPOSED OR SUGGESTED MOTION:**

I move to change the name of the access road off of Gooney Manor Loop from "Woodlands Lane" to "Strawberry Fields Ln."

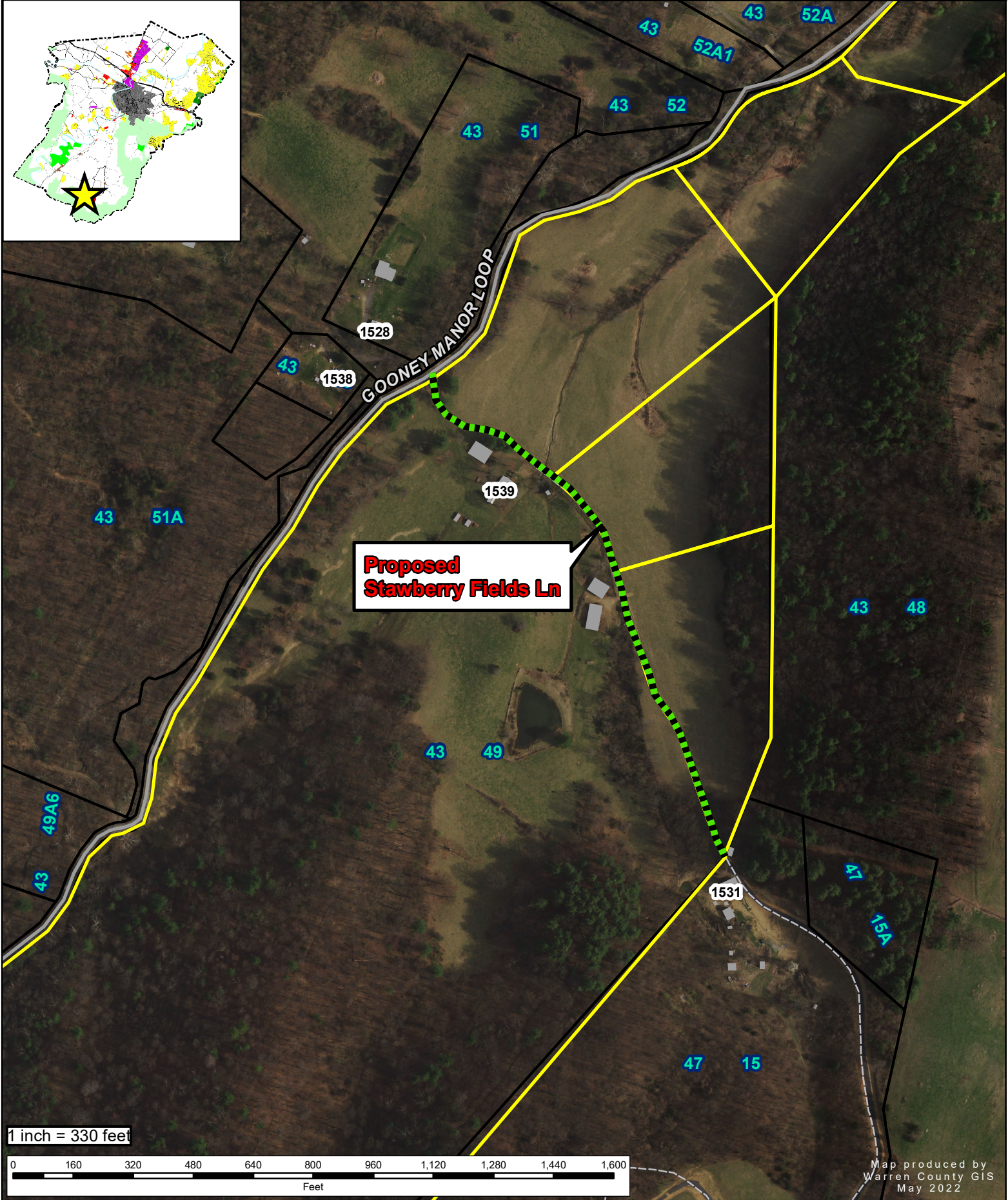
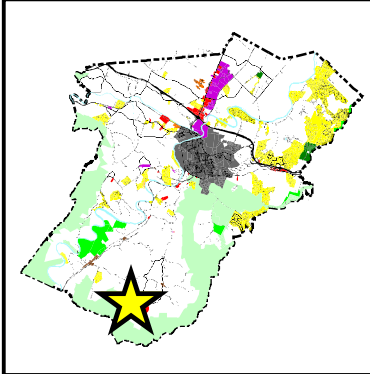
SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
Emma Rusnak, GIS Coordinator	<input type="checkbox"/> <b>APPROVED</b> <input type="checkbox"/> <b>OTHER (Describe)</b>	



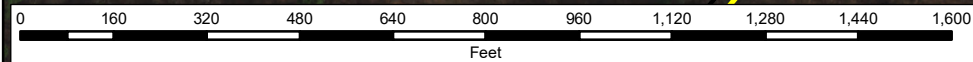


- Proposed Strawberry Fields Lane
- Proposed Subdivision Lots
- Roads
- County Address

# Proposed Road Name Change: "Woodlands Lane" to "Stawberry Fields Lane"



1 inch = 330 feet



Map produced by  
Warren County GIS  
May 2022





<b>DATE</b>  June 7, 2022	<b>ITEM</b>  <b>I-6</b>	<b>SUBJECT:</b>  Appointment of a Representative to the Northwestern Regional Juvenile Detention Center Commission	<b>PAGE 1 OF 1</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b>  <p>On June 16, 2020, Captain Jeff Holzbauer was appointed to be the County representative on the Northwestern Regional Juvenile Detention Center Commission. Due to Captain Holzbauer’s resignation from the Warren County Sheriff’s Office, a vacancy was created. At this time, the Sheriff’s Office has recommended Sergeant Laura Nelson-Haas to be appointed to fill this unexpired four-year term. Sergeant Nelson-Haas is passionate about youth and has agreed to taking on this assignment.</p>			
<b><u>COST &amp; FINANCING:</u></b> N/A			
<b><u>CONSENT AGENDA MOTION:</u></b>  <p>I move that the Board of Supervisors appoint Sergeant Laura Nelson-Haas as Warren County’s representative to the Northwestern Regional Juvenile Detention Center Commission to fill an unexpired term ending June 30, 2024.</p>			
<b>SUBMITTED BY:</b>  <b>Edwin C. Daley,</b> County Administrator	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> <b>APPROVED</b> <input type="checkbox"/> <b>OTHER (DESCRIBE)</b>		<b>PROCESSED BY:</b>



<b>DATE</b>  June 7, 2022	<b>ITEM</b>  <b>I-7</b>	<b>SUBJECT:</b>  Appointment of Representatives to the Warren County Finance/Audit Committee	<b>PAGE 1 OF 1</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b>  At the regular meeting on May 17, 2022, it was the consensus of the Board to appoint Leslie Mathews, Kathleen Johnson, and James Bergida to the Warren County Finance/Audit Committee for 2-year terms. All possess the knowledge, skillset, and passion to move financial management for the County forward. The first meeting of the Warren County Finance/Audit Committee will take place on July 13 <sup>th</sup> at 6:00 P.M.			
<b><u>COST &amp; FINANCING:</u></b> N/A			
<b><u>CONSENT AGENDA MOTION:</u></b>  I move that the Board of Supervisors appoint Leslie Mathews, Kathleen Johnson, and James Bergida to the Warren County Finance/Audit Committee for respective two-year terms ending June 30, 2024.			
<b>SUBMITTED BY:</b>  <b>Matt Robertson,</b> Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> <b>APPROVED</b> <input type="checkbox"/> <b>OTHER (DESCRIBE)</b>		<b>PROCESSED BY:</b>



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-a</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: B&B Excavating	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>The County has previously solicited and awarded a contract for services awarded to B&amp;B Excavating for “Hired Services” on November 30, 2020. The initial term of the contract was for seven (7) months, ending June 30, 2021, and extended for one (1) additional term, ending on June 30, 2022.</p> <p>Staff recommends the Board approve the second contract modification, ending on June 30, 2023. There are no allowed renewable terms at the expiration of this amendment.</p> <b><u>COST &amp; FINANCING:</u></b> <p>This contract is for services on an as-needed basis. There is no request for additional funding for FY23.</p> <b><u>PROPOSED OR SUGGESTED MOTION:</u></b> <p>I move that the Board of Supervisors approve the second B&amp;B Excavating contract modification extending the contract until June 30, 2023. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney.</p> <p style="text-align: center;">or</p> <p>I move that the Board of Supervisors table this request for further discussion.</p>			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>

**AMENDMENT #2  
TO THE AGREEMENT BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND B&B EXCAVATING**

**THIS AMENDMENT** (hereinafter the "Amendment") dated this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia whose address is 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the "County"), and **B&B Excavating** whose address is P.O. Box 583, Front Royal, Virginia 22630 (hereinafter the "Service Provider")

WITNESSETH:

**WHEREAS**, the County and Service Provider executed a contract for services, which was effective November 16, 2020 (hereinafter the "Contract"); and

**WHEREAS**, the Contract was in effect for approximately seven (7) months, from November 16, 2020 through June 30, 2021; and

**WHEREAS**, the Contract has been extended for one (1) additional one (1) year term from July 1, 2021, through June 30, 2022; and

**WHEREAS**, the County desires to extend the Contract for one (1) additional and final one (1) year term; and

**NOW, THEREFORE**, and in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Contract Term - The Amendment is in effect unless terminated in accordance with the terms of the Contract from July 1, 2022, through June 30, 2023 (hereinafter the "Contract Term").
2. Renewal - The Contract will not be renewable for any additional one (1) year terms at the expiration of this Amendment.

3. Other Terms of the Contract - All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**B &B Excavation**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Caitlin W. Jordan  
Senior Assistant County Attorney

**CONTRACT FOR SERVICES BETWEEN WARREN COUNTY,  
VIRGINIA AND B & B EXCAVATING, LLC**

**THIS CONTRACT FOR SERVICES** (the "Contract") is made and entered into this 16 day of November, 2020, by and between **THE COUNTY OF WARREN, VIRGINIA**, (the "County") a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630, and **B & B EXCAVATING, LLC**, (the "Service Provider") whose mailing address is P.O. Box 583, Front Royal, Virginia 22630, and whose Federal Employer Identification Number is 61-1806803.

**WITNESSETH:**

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services (the "Services"):

**The Service Provider shall provide all labor and equipment necessary on an as-needed basis, for general construction, athletic field construction, road maintenance, repair, stormwater management, perimeter erosion and sediment controls, drainage improvement work and utilities for County Departments, Public Schools and Sanitary Districts in Warren County in accordance with the specifications in the Warren County Hired Equipment Services Invitation for Bids, due on June 26, 2020.**

**All work shall be completed in general conformance with County and Virginia Department of Transportation standards and specifications.**

**The County may utilize additional equipment owned by the Service Provider not listed in Service Provider's bid proposal at agreed-upon hourly rates on an as-needed basis.**

- 1. Place of Service Performance/Delivery:** Warren County, Virginia.
- 2. Time of Service Delivery:** The Service Provider will provide the Services on an as-needed basis.

3. **Term of Contract:** This Contract shall be in effect from the date described above, and if not filled in the date that the last party signs the Contract, and continuing (if not otherwise terminated pursuant to the terms of this Contract) until June 30, 2021 (hereinafter the "Contract Term"). The County has the option of renewing the Contract for up to two additional one-year terms (hereinafter the "Renewal Term") upon written notice thereof to the Service Provider.

4. **Payment:** The County shall pay to the Service Provider for use of its equipment the hourly rates provided on Service Provider's Equipment and Hourly Rates form submitted with its bid. All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in the hourly rate. The Service Provider shall furnish monthly invoices to the County for services rendered if any work has been performed. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five days of the receipt of such invoice.

5. **Payment of Subcontractors:** No portion of the work shall be subcontracted without prior written consent of the County. In keeping with the Virginia Public Procurement Act (Title 2.2, Chapter 43 of the Virginia Code), should there be any subcontractor that may be contracted in completion of the Services, Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Service Provider by the County for work performed by the subcontractor under that contract: (i) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (ii) notify the County and subcontractor, in writing, of Service Provider's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.



Service Provider agrees to and will provide Service Provider's Federal Employer Identification Number. In the case of any individual subcontractors, such individual subcontractors will provide their social security numbers. Service Provider agrees to pay interest to any subcontractor on all amounts owed by Service Provider that remain unpaid after seven days following receipt by the Service Provider of payment from the County for work performed by the subcontractor under that contract, except for amounts withheld as allowed in paragraph 5. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. Service Provider agrees to include in any subcontract it may enter for the completion of this Project a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Service Provider's obligation to pay an interest charge to a subcontractor pursuant to this Article shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

6. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and equipment used by the Service Provider under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.



8. **Independent Contractor:** Service Provider understands and agrees that the relationship of Service Provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. **Non-Discrimination:** Warren County does not discriminate against faith-based organizations as they are defined in Virginia Code § 2.2-4343.1. In keeping with Virginia Code § 2.2-4311, during the performance of this Contract, the Service Provider agrees as follows:

a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider 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.

d. The Service Provider will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. **Drug-free Workplace.** In keeping with Virginia Code § 2.2-4312, during the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **Compliance with Immigration Laws:** In keeping with Virginia Code § 2.2-4311.1, the Service Provider agrees and represents that it does not now, nor will it during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.



12. **Service Provider Authorized to Transact Business in Virginia:** During the performance of this contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

13. **Termination for Cause:** This Contract may be terminated by the County upon ten days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's. Service Provider shall be compensated for work performed through the date of termination but not for termination expenses, including any expenses directly attributable to termination. Lost profits on services not performed shall not be paid.

14. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon ten days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include lost profits on services not performed as a result of such termination for convenience.

15. **Claims and Disputes:** The procedure governing contractual disputes described in Virginia Code § 2.2-4363 shall apply to any disputes that may arise concerning this Contract.

16. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

17. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

18. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

19. **Indemnification:** Service Provider agrees to defend, indemnify, and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-contractor's negligence and/or any joint negligence of the County, Service Provider, or sub-contractor.

20. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

21. **Amendments:** This Contract may be altered, modified or amended only by written instruments signed by both parties.

22. **Severability:** If any portion of this Contract shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Contract intact.



23. **Enforcement:** This Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

24. **Insurance and Amount of Insurance Required:** Contractor shall procure and maintain general liability insurance to protect itself and the County from claims under the Workers' Compensation Act and from any other claim for damages or personal injury, including death, and for damages to property which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Contractor shall deliver to Owner, upon execution of this Contract, certificates of such insurance. Such insurance shall name the County as an additional insured and shall contain a provision that coverages afforded under the policies shall not be terminated, cancelled, or otherwise allowed to expire unless written notice is given to Owner at least 30 days in advance. Such insurance shall provide for coverage in the following amounts and be effective through the date of the end of the Project unless as further specified in general or supplemental conditions made a part of this Contract.

Contractor's General Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
Products, Completed Operations:	\$2,000,000 aggregate
Automobile Insurance:	\$1,000,000 combined single limit
Workers' Compensation	Virginia statutory requirements
(See Virginia Code § 2.2-4332)	

25. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this Contract; the Invitation for Bids for Hired Equipment Services due June 26, 2020; the Service Provider's Bid Application Form (including the attached Equipment and Hourly Rates Form), and all Modifications issued after execution of this Contract for Services. These

documents form the Contract, and are as fully a part of the Contract as if attached to this Contract.

IN WITNESS WHEREOF, the undersigned parties hereafter have made and executed this Contract as of the day and year first above written.

COUNTY OF WARREN, VIRGINIA

BY: Edwin C. Daley  
Print Name: Edwin Daley  
Title: County Administrator  
Date: 11/16/2020

Attest: Dana Winner  
Print Name: Dana Winner  
Title: Legal Assistant  
Date: 11/16/20

SERVICE PROVIDER:

Christopher Black  
B & B EXCAVATING LLC

BY: Christopher Black  
Print Name: Christopher Black  
Title: owner/operator  
Date: 11/12/20

Attest: Amber Black  
Print Name: Amber Black  
Title: Secretary  
Date: 11/12/20



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-b</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: Carroll Construction Company	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>The County has previously solicited and awarded a contract for services awarded to Carroll Construction Company for "Hired Services" on November 30, 2020. The initial term of the contract was for seven (7) months, ending June 30, 2021, and extended for one (1) additional term, ending on June 30, 2022.</p> <p>Staff recommends the Board approve the second contract modification, ending on June 30, 2023. There is one (1) final renewable term remaining on the contract.</p> <b><u>COST &amp; FINANCING:</u></b> <p>This contract is for services on an as-needed basis. There is no request for additional funding for FY23.</p> <b><u>PROPOSED OR SUGGESTED MOTION:</u></b> <p>I move that the Board of Supervisors approve the second Carroll Construction Company contract modification extending the contract until June 30, 2023. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney.</p> <p style="text-align: center;">or</p> <p>I move that the Board of Supervisors table this request for further discussion.</p>			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>

**AMENDMENT # 2 TO THE CONTRACT**  
**BETWEEN THE COUNTY OF WARREN, VIRGINIA**  
**AND CARROLL CONSTRUCTION COMPANY**

**THIS AMENDMENT TO CONTRACT** (hereinafter the “Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the “County”), and **CARROLL CONSTRUCTION COMPANY** whose mailing address is 283 Ebert Road, Winchester, Virginia 22603 (hereinafter called the “Service Provider”).

WITNESSETH:

**WHEREAS**, the County and Service Provider executed a contract for services, which was effective November 16, 2020 (hereinafter the “Contract”); and

**WHEREAS**, the Contract was in effect for approximately seven (7) months, from November 16, 2020 through June 30, 2021; and

**WHEREAS**, the Contract has been extended for one (1) additional one (1) year term from July 1, 2021, through June 30, 2022; and

**WHEREAS**, the County desires to extend the Contract for one (1) additional and final one (1) year term.

**NOW, THEREFORE**, and in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Contract Term – The Amendment is in effect unless terminated in accordance with the terms of the Contract from July 1, 2022, through June 30, 2023 (hereinafter the “Contract Term”).
2. Renewal – The Contract Term will not be renewable for any additional one (1) year terms at the expiration of this Amendment.



3. Other Terms of the Contract – All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**Carroll Construction Company**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Caitlin W. Jordan  
Senior Assistant County Attorney

**CONTRACT FOR SERVICES BETWEEN WARREN COUNTY,  
VIRGINIA AND CARROLL CONSTRUCTION CO.**

**THIS CONTRACT FOR SERVICES** (the "Contract") is made and entered into this 16 day of November, 2020, by and between **THE COUNTY OF WARREN, VIRGINIA**, (the "County") a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630, and **CARROLL CONSTRUCTION CO.**, (the "Service Provider") whose mailing address is 283 Ebert Road, Winchester, Virginia 22603, and whose Federal Employers Identification Number is 54-1430913.

**WITNESSETH:**

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services (the "Services"):

**The Service Provider shall provide all labor and equipment necessary on an as-needed basis, for general construction, athletic field construction, road maintenance, repair, stormwater management, perimeter erosion and sediment controls, drainage improvement work and utilities for County Departments, Public Schools and Sanitary Districts in Warren County in accordance with the specifications in the Warren County Hired Equipment Services Invitation for Bids due on June 26, 2020.**

**All work shall be completed in general conformance with County and Virginia Department of Transportation standards and specifications.**

**The County may utilize additional equipment owned by the Service Provider not listed in Service Provider's bid proposal at agreed-upon hourly rates on an as-needed basis.**

- 1. Place of Service Performance/Delivery:** Warren County, Virginia.
- 2. Time of Service Delivery:** The Service Provider will provide the Services on an as-needed basis.

3. **Term of Contract:** This Contract shall be in effect from the date described above, and if not filled in the date that the last party signs the Contract, and continuing (if not otherwise terminated pursuant to the terms of this Contract) until June 30, 2021 (hereinafter the "Contract Term"). The County has the option of renewing the contract for up to two additional one year terms (hereinafter the "Renewal Term") upon written notice thereof to the Service Provider.

4. **Payment:** The County shall pay to the Service Provider for the use of its equipment the hourly rates provided on Service Provider's Equipment and Hourly Rates form submitted with its bid. All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in the hourly rate. The Service Provider shall furnish monthly invoices to the County for services rendered if any work has been performed. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five days of the receipt of such invoice.

5. **Payment of Subcontractors:** No portion of the work shall be subcontracted without prior written consent of the County. In keeping with the Virginia Public Procurement Act (Title 2.2, Chapter 43 of the Virginia Code), should there be any subcontractor that may be contracted in completion of the Services, Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Service Provider by the County for work performed by the subcontractor under that contract: (i) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (ii) notify the County and subcontractor, in writing, of Service Provider's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.



Service Provider agrees to and will provide Service Provider's Federal Employer Identification Number. In the case of any individual subcontractors, such individual subcontractors will provide their social security numbers. Service Provider agrees to pay interest to any subcontractor on all amounts owed by Service Provider that remain unpaid after seven days following receipt by the Service Provider of payment from the County for work performed by the subcontractor under that contract, except for amounts withheld as allowed in paragraph 5. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. Service Provider agrees to include in any subcontract it may enter for the completion of this Project a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Service Provider's obligation to pay an interest charge to a subcontractor pursuant to this Article shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

6. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and equipment used by the Service Provider under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

8. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. **Non-Discrimination:** Warren County does not discriminate against faith-based organizations as they are defined in Virginia Code § 2.2-4343.1. In keeping with Virginia Code § 2.2-4311, during the performance of this Contract, the Service Provider agrees as follows:

a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider 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.



d. The Service Provider will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. **Drug-free Workplace.** In keeping with Virginia Code § 2.2-4312, during the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **Compliance with Immigration Laws:** In keeping with Virginia Code § 2.2-4311.1, the Service Provider agrees and represents that it does not now, nor will it during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

12. **Service Provider Authorized to Transact Business in Virginia:** During the performance of this Contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

13. **Termination for Cause:** This Contract may be terminated by the County upon ten days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's. Service Provider shall be compensated for work performed through the date of termination but not for termination expenses, including any expenses directly attributable to termination. Lost profits on services not performed shall not be paid.

14. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon ten days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include lost profits on services not performed as a result of such termination for convenience.

15. **Claims and Disputes:** The procedure governing contractual disputes described in Virginia Code § 2.2-4363 shall apply to any disputes that may arise concerning this Contract.

16. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.



17. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

18. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

19. **Indemnification:** Service Provider agrees to defend, indemnify, and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-contractor's negligence and/or any joint negligence of the County, Service Provider, or sub-contractor.

20. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

21. **Amendments:** This Contract may be altered, modified or amended only by written instruments signed by both parties.

22. **Severability:** If any portion of this Contract shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Contract intact.



23. **Enforcement:** This Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

24. **Insurance and Amount of Insurance Required:** Contractor shall procure and maintain general liability insurance to protect itself and the County from claims under the Workers' Compensation Act and from any other claim for damages or personal injury, including death, and for damages to property which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Contractor shall deliver to Owner, upon execution of this Contract, certificates of such insurance. Such insurance shall name the County as an additional insured and shall contain a provision that coverages afforded under the policies shall not be terminated, cancelled, or otherwise allowed to expire unless written notice is given to Owner at least 30 days in advance. Such insurance shall provide for coverage in the following amounts and be effective through the date of the end of the Project unless as further specified in general or supplemental conditions made a part of this Contract.

Contractor's General Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
Products, Completed Operations:	\$2,000,000 aggregate
Automobile Insurance:	\$1,000,000 combined single limit
Workers' Compensation	Virginia statutory requirements
(See Virginia Code § 2.2-4332)	

25. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this Contract; the Invitation for Bids for Hired Equipment Services due June 26, 2020; the Service Provider's Bid Application Form (including the attached Equipment and Hourly Rates Form and Supplemental Equipment Listing for Carroll Construction Co.); and all

Modifications issued after execution of this Contract. These documents form the Contract, and are as fully a part of the Contract as if attached to this Contract.

IN WITNESS WHEREOF, the undersigned parties hereafter have made and executed this Contract as of the day and year first above written.

COUNTY OF WARREN, VIRGINIA

BY: Edwin C. Daley  
Print Name: Edwin Daley  
Title: County Administrator  
Date: 11/17/2020

Attest: Dana Wanner  
Print Name: Dana Wanner  
Title: Legal Assistant  
Date: 11/16/20

SERVICE PROVIDER:

CARROLL CONSTRUCTION CO.

BY: Beth C. Lewin  
Print Name: Beth C. Lewin  
Title: Pres.  
Date: 11/13/20

Attest: Marjorie Caroline Butler  
Print Name: Marjorie Caroline Butler  
Title: Bookkeeper  
Date: 11-13-2020

MARJORIE CAROLINE BUTLER  
NOTARY PUBLIC  
REG. #364441  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES 05/31/2021



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-c</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: Chesterfield Insurers Fire and Rescue Agency	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b>  The County has previously solicited and awarded a contract for services awarded to Chesterfield Insurers Fire and Rescue Agency, for Property and Casualty Insurance Coverage” on July 6, 2021. The initial term of the contract was for one (1) year, ending June 30, 2022  Staff recommends the Board approve the first contract modification, ending on June 30, 2023. The contract may be renewed for two (2) additional one (1) year terms at the option of the County at the expiration of this Amendment.  <b><u>COST &amp; FINANCING:</u></b>  This contract is for services on an as-needed basis. There is no request for additional funding for FY23.  <b><u>PROPOSED OR SUGGESTED MOTION:</u></b>  I move that the Board of Supervisors approve the first contract modification to the Chesterfield Insurers Fire and Rescue Agency, extending the contract until June 30, 2023. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney for Property and Casualty Insurance Coverage.  or  I move that the Board of Supervisors table this request for further discussion.			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>

**AMENDMENT #1  
TO THE AGREEMENT BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND CHESTERFIELD INSURERS FIRE AND RESCUE AGENCY**

**THIS AMENDMENT** (hereinafter the "Amendment") dated this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia whose address is 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the "County"), and **Chesterfield Insurers Fire and Rescue Agency**, whose mailing address is 3535 Iron Bridge Road, Richmond, Virginia 23234 (hereinafter the "Service Provider")

WITNESSETH:

**WHEREAS**, the County and Service Provider executed a contract for services, which was effective from July 1, 2020 through June 30, 2022; and

**WHEREAS**, the County has the option of renewing the Contract for three (3) additional one (1) year terms; and

**WHEREAS**, the County desires to extend the Contract for one (1) additional one (1) year term.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Contract Term – The Amendment is in effect unless terminated in accordance with the terms of the Contract from July 1, 2022, through June 30, 2023.
2. Renewal – The Contract may be renewed for two (2) additional one (1) year terms at the option of the County at the expiration of this Amendment.
3. Other Terms of the Contract – All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**Chesterfield Insurers Fire & Rescue Agency**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Caitlin W. Jordan  
Senior Assistant County Attorney



CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") is made and entered into this 02 day of July, 2020, by and between THE COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter referred to as the "County"), and CHESTERFIELD INSURERS FIRE AND RESCUE AGENCY, whose mailing address is 3535 Iron Bridge Road, Richmond, Virginia 23234 (hereinafter called the "Service Provider").

**WITNESSETH:**

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees provide the following Property and Casualty Insurance Coverage (hereinafter the "Services") for seven (7) fire and rescue companies (hereinafter the "Fire and Rescue Companies") located in Warren County, Virginia as described in more detail in the Invitation for Bids attached to this Contract:

- I. General Liability with a \$250 deductible.
- II. Business Automobile with a \$250 deductible
- III. Auto Physical Damage with a \$250 deductible
- IV. Building & Contents with a \$250 deductible
- V. Portable Equipment with a \$250 deductible
- VI. Management Liability with a \$250 deductible
- VII. Umbrella with a \$10,000 deductible

1. **Place of Service Performance:** Warren County, Virginia.

2. **Term of Contract:** The contract term will be two (2) years (hereinafter the "Contract Term"), commencing on July 1, 2020 and extending (if not otherwise terminated pursuant to the terms of the Contract) until June 30, 2022. The Contract Term may be renewable for up to three (3) additional one-year terms (hereinafter the "Renewal Term") at the option of the County upon thirty (30) days written notice, and upon written mutual agreement between the County and the Service Provider.

3. **Payment:** The County shall pay to the Service Provider a sum not to exceed **Seventy-One Thousand Five Hundred Nine Dollars (\$71,509)** in the first year of the contract term for the Services. The sum to be paid in the second year of the Contract Term and in each Renewal Term shall be based on any claims made, any addition or removal of equipment at the Fire and Rescue Companies, any improvements made to real property at the Fire and Rescue Companies, any other factors used by the Service Provider in determining the cost of premiums. The amount shall be paid on a semi-annual basis and the first payment shall be made by July 1 and the second payment shall be paid by January 1 of each year in the Contract Term. County shall forward a check to the Service Provider at the mailing address indicated above.

4. **Claims and Disputes:**

A. Should the Service Provider suffer injury or damage to person or property because of any act or omission of the County or of any of its employees, agents or others for whose acts either is legally liable, claim shall be made in writing to the County within seven (7) days after the first observance of such injury or damage; otherwise, the Service Provider shall have waived any and all rights he may have against the County, or its employees, representatives and agents.

B. A claim by the Service Provider shall be made in writing and submitted to the County Administrator, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Service Provider.

C. This decision shall be final and binding unless within thirty (30) days from the date of such decision, an appeal is made to the County Board of Supervisors pursuant to Section 15.2-1246 et seq. of the Code of Virginia (1950), as amended.

5. **Reports:** Service Provider shall complete and maintain all loss reports, and the Service Provider shall submit to the County all loss reports in January and July of each year of the Contract Term and Renewal Term. The Service Provider shall provide ten (10) copies

of the Insurance Policy. The Service Provider shall also provide ten (10) copies of all forms necessary for claims and changes to the policy.

**6. Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in the Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

**7. Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of the Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

**8. Non-Discrimination:** During the performance of the Contract, Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor. **The County of Warren does not discriminate against faith-based organizations.**



9. **Compliance with immigration laws.** The Service Provider agrees and represents that it does not now, nor will it during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

10. **Service Provider authorized to transact business in Virginia.** During the performance of the Contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

11. **Drug-free Workplace.** During the performance of the Contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**12. Termination for Cause:** The Contract may be terminated by the County upon fifteen (15) days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's. Service Provider shall be compensated for insurance coverage provided through the date of termination. The Service Provider shall reimburse the County for any sum paid by the County for insurance coverage after the termination date based on a pro-rata basis.

**13. Termination for Convenience:** The obligation to provide further services under the Contract may be terminated by the County for its convenience and not for cause upon fifteen (15) days written notice. Service Provider shall be compensated for insurance coverage provided through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience. The Service Provider shall reimburse the County for any sum paid by the County for insurance coverage after the termination date based on a pro-rata basis.

**14. Notice:** Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract.

**15. Non-Assignability:** Service Provider understands that the Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, the Contract is non-assignable by Service Provider without the express written advance permission of the County.

**16. Insurance and Amount of Insurance Required:**

<b>Professional Liability:</b>	<b>\$1,000,000</b>
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**Workers Comp:**

**Virginia statutory requirements**

**All policies must contain provisions preventing cancellation, non-renewal or expiration unless written Notice is given to the County at least 30 days in advance.**

17. **Indemnification:** Service Provider agrees to defend, indemnify and hold harmless the County for any and all actions, claims or disputes that may arise as a result of the Service Provider's work. In matters concerning professional liability, Service Provider shall indemnify and hold the County harmless with respect to Service Provider's work. In lieu of a contractual obligation to defend the County, Service Provider will pay reasonable attorney's fees.

18. **Standard of Care:** Service Provider shall perform the Services expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date the Services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date the Services are provided.

19. **Entire Contract:** The Contract constitutes the entire agreement between the parties pertaining to the subject matter of the Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.

20. **Enforcement:** The Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Warren County, Virginia.

21. **Severability:** Each paragraph and provision of the Contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

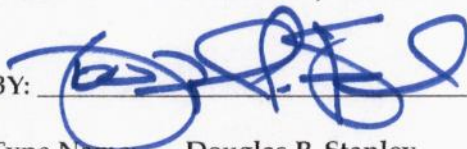


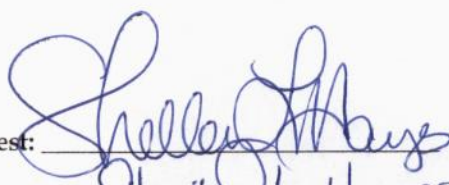
22. Additional Terms and Conditions:

A. The Contract Documents - The Contract Documents include this Contract for Services, the County of Warren Invitation for Bids due May 29, 2020, any addendum to the Invitation for Bids, the Service Provider's Bid Proposal, and all Modifications issued after execution of the Contract. These documents form the Contract, and are as fully a part of the Contract as if attached to the Contract for Services.

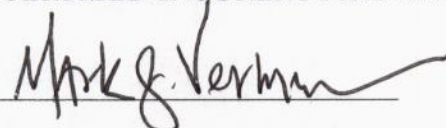
IN WITNESS WHEREOF, the undersigned parties hereto have made and executed the Contract as the day and year first above written.

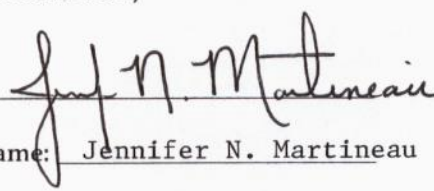
(SEAL)  
COUNTY OF WARREN, VIRGINIA

BY:   
Type Name: Douglas P. Stanley  
Title: County Administrator  
Date: 7.6.2020

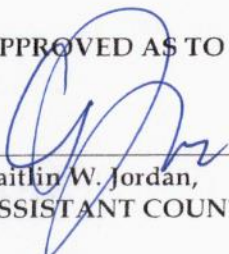
Attest:   
Type Name: Shelley L. Hayes  
Title: Notary Public  
Date: 7-6-2020

(SEAL)  
CHESTERFIELD INSURERS FIRE AND RESCUE AGENCY,

BY:   
Type Name: Mark J. Vermeern  
Title: Vice President  
Date: 6/30/2020

Attest:   
Type Name: Jennifer N. Martineau  
Title: Secretary  
Date: 6/30/2020

APPROVED AS TO FORM:

  
Caitlin W. Jordan,  
ASSISTANT COUNTY ATTORNEY

DATE: 7/08/20



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-d</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: Frederick Andreae Architects	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>The County has previously solicited and awarded a contract for professional services to Frederick Andreae Architects, for "Architectural Services" on January 10, 2017. The initial term of the contract was for one (1) year from January 10, 2017 through January 9, 2018 and renewable for four (4) additional one (1) year terms or until completion of active projects.</p> <p>Staff recommends the Board approve the contract modification, ending on June 30, 2023 for the following active projects: Sally Port Project, New Staff Building at Bentonville Land Fill Project, New EDA Office (House on E. 2<sup>nd</sup> Street) Project in November 2022, Senior Center Project, Rockland Park Restrooms Project, and New Voting Room Project in June 2023.</p> <b><u>COST &amp; FINANCING:</u></b> <p>There is no request for additional funding for FY23.</p> <b><u>PROPOSED OR SUGGESTED MOTION:</u></b> <p>I move that the Board of Supervisors approve the Frederick Andreae Architects contract modification extending the contract until June 30, 2023. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney.</p> <p style="text-align: center;">or</p> <p>I move that the Board of Supervisors table this request for further discussion.</p>			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>

**AMENDMENT 05  
TO THE AGREEMENT BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND FREDERICK ANDREAE ARCHITECTS  
FOR PROFESSIONAL SERVICES**

**THIS AMENDMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Frederick Andrae Architects (hereinafter the "Architect")

**WITNESSETH:**

**WHEREAS**, the Owner and the Architect executed an agreement for professional services on January 10, 2017 (hereinafter the "Agreement"); and

**WHEREAS**, the Agreement was in effect for a term of one (1) year from January 10, 2017 through January 9, 2018; and

**WHEREAS**, the Agreement has been extended for four (4) one (1) year terms from January 10, 2018 through January 9, 2022; and

**WHEREAS**, the Owner and Architect may extend the term until the completion of active projects; and

**WHEREAS**, the Owner and Architect both desire to extend the Agreement until the completion of the Sally Port Project, New Staff Building at Bentonville Land Fill Project, New EDA Office (House on E. 2<sup>nd</sup> Street) Project in November 2022; and the completion of the Senior Center Project, Rockland Park Restrooms Project, and New Voting Room Project in June 2023; and

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

- (1) Contract Term - The Agreement shall be extended until the projects named herein are complete, to be effective **January 10, 2022 and to extend (unless terminated in accordance with the terms of the Agreement) until June 30, 2023** (hereinafter the "Contract Term").
- (2) Renewal - The Contract Term will not be renewable for any additional terms at the expiration of this Amendment.
- (3) Rates - The hourly rates for the Contract Term will remain the same as the previous term.
- (4) Other Terms of the Agreement - All other terms and conditions of the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**Frederick Andrae Architects**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Caitlin W. Jordan  
Senior Assistant County Attorney

**AGREEMENT BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND FREDERICK ANDREAE ARCHITECTS  
FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this 10 day of JANUARY, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Frederick Andreae Architects** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER**

**1.1. General.**

- 1.1.1.** ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.
- 1.1.2.** Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER 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 ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

**1.1.3. Drug-free Workplace.**

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the ARCHITECT/ENGINEER's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to ARCHITECT/ENGINEER in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.**

**1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic**

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

## **1.2. Preliminary Report Phase.**

After written authorization to proceed, ARCHITECT/ENGINEER shall:

- 1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.
- 1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- 1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.
- 1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").
- 1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

## **1.3. Preliminary Design Phase.**

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

- 1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.
- 1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

- 1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

**1.4. Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

- 1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.
- 1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.
- 1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.
- 1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.
- 1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

**1.5. Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

- 1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.
- 1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.
- 1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.
- 1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.
- 1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.
- 1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.
- 1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

**1.6. Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

- 1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.
- 1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- 1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor



is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

- 1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.
- 1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.
- 1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in



Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

- 1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

## **SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER**

### **2.1. General.**

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.
- 2.1.4. Providing renderings or model for OWNER's use.
- 2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s) work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.
- 2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and

assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.
- 2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.
- 2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.
- 2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.
- 2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

- 2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).
- 2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

## **2.2. Resident Services During Construction.**

- 2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.
- 2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

OWNER shall:

- 3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.
- 3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.
- 3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.
- 3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.
- 3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

- 3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).
- 3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars (\$500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars (\$100,000) or the amount allowed under the Code of Virginia for any single project.
- 4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.
- 4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.
- 4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.
- 4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.



- 4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.
- 4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.
- 4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).
- 4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.
- 4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.
- 4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

- 4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.
- 4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.
- 4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

**SECTION 5 - PAYMENTS TO ENGINEER**

**5.1. Methods of Payment for Services and Expenses of ENGINEER.**

- 5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.
- 5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:
  - 5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.
  - 5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.
  - 5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).
  - 5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.
- 5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.
- 5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.
- 5.2. **Times of Payment.**
  - 5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

**5.3. Other Provisions Concerning Payments.**

- 5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45<sup>th</sup>) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.
- 5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.
- 5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

**5.4. Definitions.**

- 5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

- 5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

## **SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST**

### **6.1. Construction Cost.**

The construction cost of the entire Project (herein referred to as “Construction Cost”) means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER’s compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER’s legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

### **6.2. Opinions of Cost.**

- 6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)’ methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

## **SECTION 7 – GENERAL CONSIDERATIONS**

### **7.1. Termination.**

- 7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice



in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- 7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

**7.2. Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

**7.3. Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

**7.4. Successors and Assigns.**

- 7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

- 7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.
- 7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

**7.5. Disputes.**

- 7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.
- 7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

**7.6. Insurance.**

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars (\$1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

## **SECTION 8 - ELECTRONIC DOCUMENTS**

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

## **SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest:

Type Name: Brandy Rosser

Title: Grants Coordinator

County of Warren, Virginia

By:

Type Name: Douglas P. Stanley

Title: County Administrator

Date: January 10, 2017

(SEAL)

Attest:

Type Name: Ambermaricle

Title: Adm. Asst.

Frederick Andrae Architects:

By:

Type Name: Frederick Andrae

Title: Owner

Date: Jan. 9, 2017

Approved as to form:

Dan N. Whitten  
County Attorney

# Frederick Andreae Architects

25 S. Royal Avenue  
Front Royal, Virginia 22630  
Tel (540) 635-5135  
[fandreae@embarqmail.com](mailto:fandreae@embarqmail.com)

## Rate Schedule

Principal	\$100.00/hour
Associate	\$ 65.00/hour

## Printing Costs

24" x 35" sheet	\$ 4.00/print
18" x 24" sheet	\$ 2.25/print
Copies	\$ .20/copy



Rate Schedule:

- |                  |                        |
|------------------|------------------------|
| 1. Engineer      | \$95.00 - \$125.00/hr. |
| 2. Engineer Tech | \$55.00 - \$65.00/hr.  |
| 3. CAD Operator  | \$40.00 - \$50.00/hr.  |
| 4. Clerical      | \$38.00/hr.            |

Reimbursable expenses will be billed at the following rates.

- |                 |                 |
|-----------------|-----------------|
| 1. Prints       | \$4.00/print    |
| 2. Copies       | \$0.30/copy     |
| 3. Express mail | \$45.00/mailing |

Wes

**Wesley F. Siever, P.E.**

Vice President

**MEI Engineering, Inc.**

1780 South Main St.

Harrisonburg, VA 22801

[www.MEngineeringinc.com](http://www.MEngineeringinc.com)



*"Civil, Structural, Mechanical & Plumbing Engineering and Surveying"*

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Fax (540) 743-6118  
contact@raceyengineering.com  
www.raceyengineering.com

Virginia Reg. 0413000251 West Virginia Reg. C05328  
SWaM #666281 Micro Business - HUBZone #28486

### Professional Hourly Rate and Fee Schedule

CLASSIFICATION	RATE	UNIT
Land Surveyor	\$ 100.00	Hour
Professional Engineer, Principal	\$ 110.00	Hour
Senior Civil Engineer	\$ 100.00	Hour
Project Engineer	\$ 85.00	Hour
Engineering Designer	\$ 65.00	Hour
Survey Technician	\$ 55.00	Hour
Project Inspector	\$ 70.00	Hour
Field Surveyors		
Three-man Crew	\$ 115.00	Hour
Two-man Crew	\$ 100.00	Hour
RTK-GPS (one-man crew)	\$ 95.00	Hour
RTK-GPS (two-man crew)	\$ 120.00	Hour
Clerical (Secretary)	\$ 28.00	Hour
<b>PRINTING COSTS</b>		
24" x 36" Sheet	\$ 4.50	Sheet
18" x 24" Sheet	\$ 2.50	Sheet
24" x 36" Color Sheet	\$ 9.50	Sheet

Patrick B. Racey, PE, Senior Manager and Principal  
Tyler S. Austin, PE, Operations Manager  
Gary L. Shirley, PE, Associate & Engineering Manager  
Joshua P. Turner, PE, Engineering Development Manager  
Kevin S. Blankenship, LS Resident Surveyor  
James C. Whiteside, III, Field Services Coordinator  
*Celebrating our 21<sup>st</sup> Year of Service*

**Ruckman Engineering**  
**Fee Schedule**  
(Fiscal Yr. 2017)

<b><u>Personnel</u></b>	<b><u>Unit Rate/Hour</u></b>
Senior Engineer	\$ 125
Project Engineer	100
Staff Engineer	85
CADD Technician	75
BOCA Code Inspector	90
Sr. Engineering Technician	75
Engineering Technician	55
Clerical	35

<b><u>Laboratory Services</u></b>	<b><u>Unit Rate/Test</u></b>
Natural Moisture Content	\$ 10
Atterberg Limits (LL & PL)	130
Shrinkage Limit (SL)	200
Swell Index	250
Specific Gravity	120
Percent Passing No. 200 Sieve (washed)	150
Sieve Analysis w/ No. 200 Sieve (washed)	200
Complete Particle Size Analysis with Hydrometer	350
Natural Density and Moisture Content (Tube)	110
Moisture-Density: Standard Proctor	150
Modified Proctor	200
California Bearing Ratio, 3-points	500
Permeability Test, Shelby Tube Sample	350
Permeability Test, Re-molded Sample	400
Permeability Test, Aggregate	300
Carbonate Content, Aggregate	400
Relative Density, Aggregate	350
Water Soluble Chloride Ion	300
Concrete Compression Strength Testing	13
Concrete Shrinkage Testing	120

**Drilling Services****Unit Rate/Item**

Mobilization/demobilization (50 mile radius), LS	\$ 650
Soil Drilling with Stnd. SPT,	15/lf
Rock Coring,	55/lf
Down-hole-hammer drilling, 4-in. dia.	12/lf
Down-hole-hammer drilling, 6-in. dia.	16/lf
Standby Time,	180/hr
Minimum Daily Rate,	2,000/day
Casing and Well Installation, Quoted per job specific.	

**Other Field Services / Equipment****Unit Rate/Item**

Mileage (portal-portal),	\$ 0.60/mile
Wildcat Cone Penetrometer,	250/day
Dynamic Cone Penetrometer,	50/day
Schmidt Hammer,	200/day
Concrete Cover Meter,	200/day
Nuclear Density Gauge Rental	15/day
All Other Direct Costs,	Direct Cost + 10%

**Notes:**

- 1) Hourly charges are based on time from portal-to-portal for all site trips.
- 2) Overtime, consisting of over eight (8) hours per day, Saturday, Sunday and holiday work, will be charged at 1.5 times the standard rate.



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-e</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: General Excavation, Inc.	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>The County has previously solicited and awarded a contract for services awarded to General Excavation, Inc., for “Hired Services; roadway maintenance, repair, construction, and drainage improvement work on the various Sanitary Districts within the County, and other County-owned property in Warren County” on July 1, 2020. The initial term of the contract was for one (1) year, ending June 30, 2021, and extended for one (1) additional term, ending on June 30, 2022.</p> <p>Staff recommends the Board approve the second contract modification, ending on June 30, 2023 with a modified pricing schedule. There are no allowed renewable terms at the expiration of this amendment.</p> <b><u>COST &amp; FINANCING:</u></b> <p>This contract is for services on an as-needed basis. There is no request for additional funding for FY23.</p> <b><u>PROPOSED OR SUGGESTED MOTION:</u></b> <p>I move that the Board of Supervisors approve the General Excavation Inc. contract modification extending the contract until June 30, 2023. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney.</p> <p style="text-align: center;">or</p> <p>I move that the Board of Supervisors table this request for further discussion.</p>			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>



Attorney

**AMENDMENT #3  
TO THE AGREEMENT BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND GENERAL EXCAVATION, INC.  
FOR CONTRACT SERVICES**

**THIS AMENDMENT** (hereinafter the "Amendment") dated this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia, whose address is 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the "Owner"), and GENERAL EXCAVATION, INC., whose mailing address is 9757 Rider Road, Warrenton, Virginia 20187, and whose employers ID number is 54-1223927 (hereinafter called the "Service Provider").

WITNESSETH:

**WHEREAS**, the Owner and the Service Provider executed an agreement for roadway maintenance, repair, construction, and drainage improvement work on the roads in various Sanitary Districts within the County, and other County-owned property in Warren County, Virginia on June 22, 2020 (hereinafter the "Agreement"); and

**WHEREAS**, the Agreement was in effect for a term from July 1, 2020 through June 30, 2021; and

**WHEREAS**, the Agreement has been extended for one (1) additional one (1) year term from July 1, 2021, through June 30, 2022; and

**WHEREAS**, the Agreement has been modified to include a rate increase for the Vacuum Truck w/ Operator to \$334.00 per hour; and

**WHEREAS**, the Owner desires to extend the Agreement for one (1) additional term.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

- (1) Contract Term - The Amendment is in effect unless terminated in accordance with the terms of the Agreement from July 1, 2022, through June 30, 2023 (hereinafter the "Contract Term").
- (2) Renewal - The Contract will not be renewable for any additional one (1) year terms at the expiration of this Amendment.
- (3) Rates - The rates for the Contract Term are attached hereto as "Exhibit A".
- (4) Other Terms of the Agreement - All other terms and conditions of the Agreement shall remain in full force and effect.

Attorney

**IN WITNESS WHEREOF**, the parties hereafter have made and executed this  
Amendment to the Agreement the day and year first written above.

(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**General Excavation, Inc.**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Caitlin W. Jordan  
Senior Assistant County Attorney

# GENERAL EXCAVATION, INC.

9757 RIDER ROAD  
WARRENTON, VA 20187  
T 540.439.2202 | F 540.439.3795

---

J 485 – Warren County Heavy Equipment Rental Services

May 27, 2022

County of Warren  
126 E. 2<sup>nd</sup> Street  
Front Royal, VA 22630

Attn: Mr. Michael Coffelt

Re: Warren County Heavy Equipment Rental Services

Subject: Amendment #3 – Unit Rate Increases

Mr. Coffelt,

General Excavation, Inc. would like to request a unit rate increase of 8.3% for line items under the Heavy Equipment Rental Services Contract. This increase is in response to recent increases in labor rates, fuel costs, equipment parts, and other operating expenses. The latest Consumer Price Index News Release from the U.S. Department of Labor Statistics was used as a metric to determine current inflation rates and is attached for reference.

A breakdown of the requested unit rate revisions is attached to this letter. These rates are rounded to the nearest dollar for accounting/billing purposes. If any additional information is required, please advise.

Sincerely,



Mark Rowles  
Project Manager  
General Excavation, Inc.

Item #	Description	Unit Rate	CPI Increase (8.3%)	Total	Adjusted Rates
1	Backhoe, Rubber tire	\$70.00	\$5.81	\$75.81	\$76.00
2	Grader, Min 24,000 lbs	\$115.00	\$9.55	\$124.55	\$125.00
3	Excavator, track Min 50,000 lbs	\$115.00	\$9.55	\$124.55	\$125.00
4	Excavator, track Min 35,000 lbs	\$100.00	\$8.30	\$108.30	\$108.00
5	Loader, track Min 110 HP	\$90.00	\$7.47	\$97.47	\$97.00
6	Dozer, Min 90 HP	\$95.00	\$7.89	\$102.89	\$103.00
7	Backhoe W/ hyd Breaker <1200 lbs	\$80.00	\$6.64	\$86.64	\$87.00
8	Excavator W/ hyd Breaker >1200 lbs	\$175.00	\$14.53	\$189.53	\$190.00
9	Steel Wheel roller, 6 ton	\$60.00	\$4.98	\$64.98	\$65.00
10	Trench roller (Rammax)	\$40.00	\$3.32	\$43.32	\$43.00
11	Vibratory Rammer (Wacker)	\$45.00	\$3.74	\$48.74	\$49.00
12	Loader, Rubber Tire 105 HP	\$100.00	\$8.30	\$108.30	\$108.00
13	Air Compressor 365 CFM w/ jack hammer	\$65.00	\$5.40	\$70.40	\$70.00
14	Pavement/ Concrete saw	\$40.00	\$3.32	\$43.32	\$43.00
15	Skid Steer Loader	\$60.00	\$4.98	\$64.98	\$65.00
16	Single Axle Dumptruck	\$65.00	\$5.40	\$70.40	\$70.00
17	Tandem Axle Dumptruck	\$75.00	\$6.23	\$81.23	\$81.00
18	Tandem Axle Dump (rock bed)	\$80.00	\$6.64	\$86.64	\$87.00
19	Tractor/lowboy trailer	\$125.00	\$10.38	\$135.38	\$135.00
20	Water truck, 1000 gal	\$60.00	\$4.98	\$64.98	\$65.00
21	Water pump 4"	\$50.00	\$4.15	\$54.15	\$54.00
22	Certified Flagger	\$34.00	\$2.82	\$36.82	\$37.00
23	Laborer	\$34.00	\$2.82	\$36.82	\$37.00
24	Chain saw w/ operator	\$45.00	\$3.74	\$48.74	\$49.00
25	Brush Chipper	NO BID			
26	Tractor w/ boom mower	NO BID			
27	Tractor w/ sickle mower	NO BID			
28	Trimmer/ Brush cutter (weed eater)	NO BID			
29	Regular mobilization	\$400.00	\$33.20	\$433.20	\$433.00
30	Emergency mobilization	\$500.00	\$41.50	\$541.50	\$542.00
Additional Equipment					
31	Foreman W/ Truck	\$75.00	\$6.23	\$81.23	\$81.00
32	Horizontal Grinder	\$350.00	\$29.05	\$379.05	\$379.00
33	Vacume Truck w/ Operator	See Modification Request - 4/14/22			\$334.00
34	Survey Crew	\$150.00	\$12.45	\$162.45	\$162.00



**Transmission of material in this release is embargoed until  
8:30 a.m. (ET) May 11, 2022**

USDL-22-0835

Technical information: (202) 691-7000 • [cpi\\_info@bls.gov](mailto:cpi_info@bls.gov) • [www.bls.gov/cpi](http://www.bls.gov/cpi)  
Media Contact: (202) 691-5902 • [PressOffice@bls.gov](mailto:PressOffice@bls.gov)

### CONSUMER PRICE INDEX – APRIL 2022

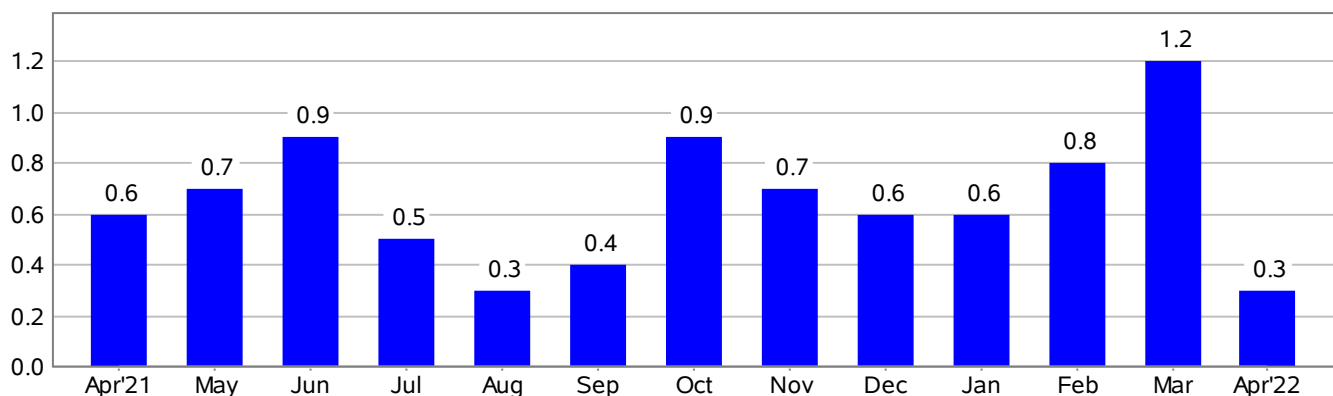
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent in April on a seasonally adjusted basis after rising 1.2 percent in March, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 8.3 percent before seasonal adjustment.

Increases in the indexes for shelter, food, airline fares, and new vehicles were the largest contributors to the seasonally adjusted all items increase. The food index rose 0.9 percent over the month as the food at home index rose 1.0 percent. The energy index declined in April after rising in recent months. The index for gasoline fell 6.1 percent over the month, offsetting increases in the indexes for natural gas and electricity.

The index for all items less food and energy rose 0.6 percent in April following a 0.3-percent advance in March. Along with indexes for shelter, airline fares, and new vehicles, the indexes for medical care, recreation, and household furnishings and operations all increased in April. The indexes for apparel, communication, and used cars and trucks all declined over the month.

The all items index increased 8.3 percent for the 12 months ending April, a smaller increase than the 8.5-percent figure for the period ending in March. The all items less food and energy index rose 6.2 percent over the last 12 months. The energy index rose 30.3 percent over the last year, and the food index increased 9.4 percent, the largest 12-month increase since the period ending April 1981.

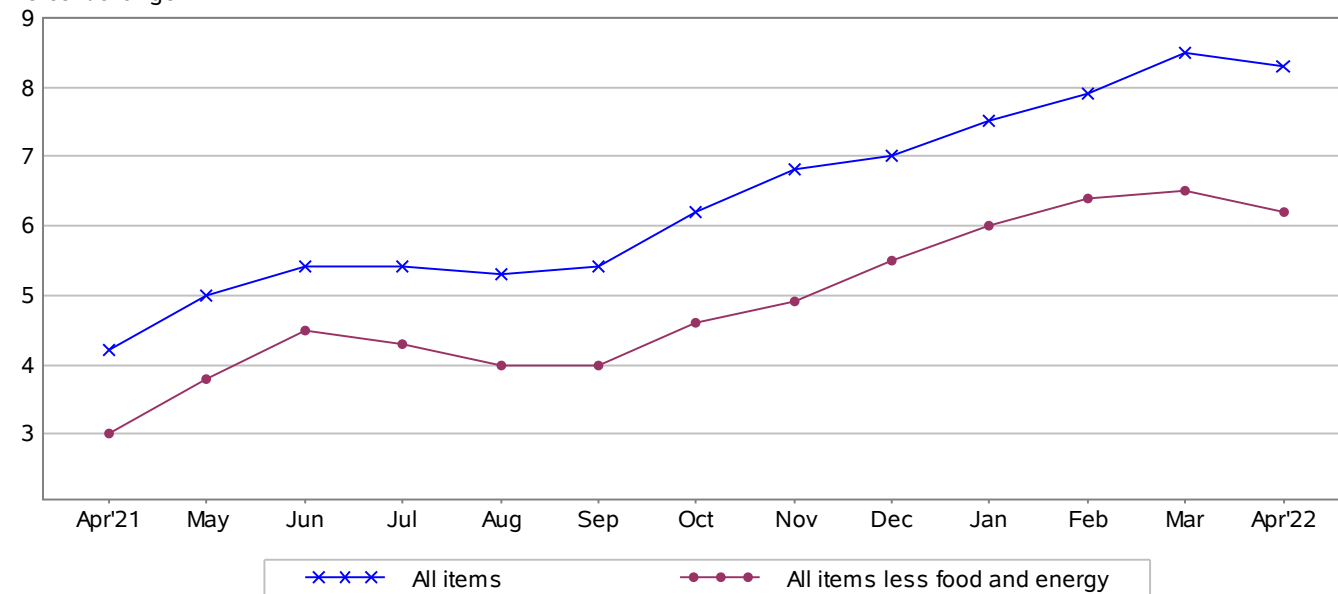
**Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Apr. 2021 - Apr. 2022**  
Percent change





**Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Apr. 2021 - Apr. 2022**

Percent change



**Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average**

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Apr. 2022
	Oct. 2021	Nov. 2021	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	
All items.....	0.9	0.7	0.6	0.6	0.8	1.2	0.3	8.3
Food.....	0.9	0.8	0.5	0.9	1.0	1.0	0.9	9.4
Food at home.....	0.9	0.9	0.4	1.0	1.4	1.5	1.0	10.8
Food away from home <sup>1</sup> .....	0.8	0.6	0.6	0.7	0.4	0.3	0.6	7.2
Energy.....	3.7	2.4	0.9	0.9	3.5	11.0	-2.7	30.3
Energy commodities.....	4.7	4.2	1.3	-0.6	6.7	18.1	-5.4	44.7
Gasoline (all types).....	4.6	4.5	1.3	-0.8	6.6	18.3	-6.1	43.6
Fuel oil <sup>1</sup> .....	12.3	3.5	-2.4	9.5	7.7	22.3	2.7	80.5
Energy services.....	2.4	0.2	0.3	2.9	-0.4	1.8	1.3	13.7
Electricity.....	1.4	0.2	0.5	4.2	-1.1	2.2	0.7	11.0
Utility (piped) gas service.....	5.9	0.3	-0.3	-0.5	1.5	0.6	3.1	22.7
All items less food and energy.....	0.6	0.5	0.6	0.6	0.5	0.3	0.6	6.2
Commodities less food and energy commodities.....	1.1	0.9	1.2	1.0	0.4	-0.4	0.2	9.7
New vehicles.....	1.3	1.2	1.2	0.0	0.3	0.2	1.1	13.2
Used cars and trucks.....	2.5	2.4	3.3	1.5	-0.2	-3.8	-0.4	22.7
Apparel.....	0.6	0.7	1.1	1.1	0.7	0.6	-0.8	5.4
Medical care commodities <sup>1</sup> .....	0.6	0.1	0.0	0.9	0.3	0.2	0.1	2.1
Services less energy services.....	0.4	0.4	0.3	0.4	0.5	0.6	0.7	4.9
Shelter.....	0.5	0.5	0.4	0.3	0.5	0.5	0.5	5.1
Transportation services.....	0.2	0.7	0.0	1.0	1.4	2.0	3.1	8.5
Medical care services.....	0.4	0.3	0.3	0.6	0.1	0.6	0.5	3.5

<sup>1</sup> Not seasonally adjusted.

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into this 22 day of June, 2020, by and between THE COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630, acting on its own behalf and on behalf of the Shenandoah Farms Sanitary District (hereinafter referred to as the "County"), and GENERAL EXCAVATION, INC., whose mailing address is 9757 Rider Road, Warrenton, Virginia 20187, and whose employers ID number is 54-1223927 (hereinafter called the "Service Provider").

WITNESSETH:

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services:

The Service Provider shall provide all labor and equipment necessary on an as-needed basis, as called by the Public Works Director for the County of Warren, Virginia, for roadway maintenance, repair, construction, and drainage improvement work on the roads in various Sanitary Districts within the County, and other roadway, drainage, public works, maintenance and/or construction projects for County Departments in accordance with the specifications in the attached Invitation for Bids due May 29, 2020.

All work shall be completed in general conformance with County and Virginia Department of Transportation standards and specifications.

Construction materials including but not limited to sand, gravel, stone, asphalt, lumber, pipe, and work zone signage will be furnished by the County under separate agreements with other providers. The County may opt to use the Service Provider's equipment at the hourly rates, attached hereto, to pick up and deliver construction materials.

The County may utilize additional equipment owned by the Service Provider not listed in the attached bid proposal at agreed-upon hourly rates on an as-needed basis.

1. **Place of Service Performance/Delivery:** Various Sanitary Districts and County-owned property located within the County of Warren, Virginia.

2. **Time of Service Delivery:** The Service Provider will provide the Services on an as-needed basis.

3. **Term of Contract:** This Contract shall be in effect for a term of one (1) year beginning July 1, 2020, and continuing (if not otherwise terminated pursuant to the terms of this agreement) until June 30, 2021 (hereinafter the "Contract Term"). The County has the option of renewing the contract for up to two (2) additional one (1) year terms (hereinafter the "Renewal Term") upon written mutual agreement. The County shall give thirty (30) days written notice to the Services Provider before the end of the Contract Term and each Renewal Term of the County's intentions to renew the contract.

4. **Payment:** The County shall pay to the Service Provider the hourly rates attached hereto as Attachment A for equipment utilized by the Service Provider, except that mobilization costs, whether regular or emergency, shall be paid per incident. All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in the hourly rate. The Service Provider shall furnish monthly invoices to the County for services rendered if any work has been performed. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five (45) days of the receipt of such invoice.

5. **Payment of Subcontractors:** The Service Provider shall promptly pay each Subcontractor providing labor for the Work, upon receipt of payment from the County, out of the amount paid to the Service Provider on account of Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Service Provider on account of such Subcontractor's work. The Service Provider shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Subcontractors in similar manner. The County has no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

6. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and



equipment used by the Service Provider under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

8. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. **Non-Discrimination:** During the performance of this agreement Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor. **The County of Warren does not discriminate against faith-based organizations.**

10. **Drug-free Workplace.** During the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in

conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**11. Compliance with Immigration Laws:** The Service Provider agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**12. Service Provider Authorized to Transact Business in Virginia:** During the performance of this contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

**13. Termination for Cause:** This Contract may be terminated by the County upon ten (10) days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's.

**14. Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon ten (10) days

written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include lost profits on services not performed as a result of such termination for convenience.

**15. Claims and Disputes:**

A. Should the Service Provider suffer injury or damage to person or property because of any act or omission of the County or of any of its employees, agents or others for whose acts either is legally liable, claim shall be made in writing to the County within seven (7) days after the first observance of such injury or damage; otherwise, the Service Provider shall have waived any and all rights he may have against the County, or its employees, representatives and agents.

B. A claim by the Service Provider shall be made in writing and submitted to the County Administrator, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Service Provider.

C. This decision shall be final and binding unless within thirty (30) days from the date of such decision, an appeal is made to the County Board of Supervisors pursuant to Section 15.2-1246 et seq. of the Code of Virginia (1950), as amended.

**16. Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

**17. Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

**18. Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous



agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

19. **Indemnification:** Service Provider agrees to defend, indemnify and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-Service Provider's negligence and/or any joint negligence of the County, Service Provider, or sub-Service Provider.

20. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

21. **Amendments:** This Agreement may be altered, modified or amended only by written instruments signed by both parties.

22. **Severability:** If any portion of this Agreement shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Agreement intact.

23. **Enforcement:** This Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

24. **Insurance and Amount of Insurance Required:**

Contractor's General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate
Products, Completed Operations Aggregate:	\$2,000,000
Automobile Insurance, Combined Single Limit:	\$1,000,000
Workers Comp:	Virginia statutory requirements


All policies must name Warren County, Virginia as additional insured and must contain provisions preventing cancellation, non-renewal or expiration unless written notice is given to the County at least thirty (30) days in advance.


25. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this County of Warren Contract for Minor Construction Services, the Invitation for Bids for Hired Equipment Services due May 29, 2020, the Service Provider's Bid Form, Attachment A which includes the hourly rates, and all Modifications issued after execution of this Contract for Minor Construction Services. These documents form the Contract, and are as fully a part of the Contract as if attached to this Contract for Minor Construction Services.

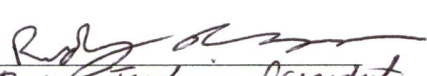
IN WITNESS WHEREOF, the undersigned parties hereafter have made and executed this Contract as the day and year first above written.


(SEAL)  
COUNTY OF WARREN, VIRGINIA


BY:   
Type Name: Douglas P. Stanley  
Title: County Administrator  
Date: 6.5.2020

Attest:   
Type Name: Emily Ciarrocchi  
Title: Deputy Clerk  
Date: 6/25/2020

(SEAL)  
GENERAL EXCAVATION, INC.

BY:   
Type Name: Rodney Jenkins, President  
Title: President  
Date: 6-22-20

Attest:   
Type Name: Karen Jenkins  
Title: Corp. Secretary  
Date: 6-22-20

APPROVED AS TO FORM:  
  
CAITLIN JORDAN,  
ASSISTANT COUNTY ATTORNEY

6/26/20  
Date



COUNTY OF WARREN, VIRGINIA  
VARIOUS SANITARY DISTRICTS  
APPLICATION FOR 2020-2021 HIRED  
EQUIPMENT AND RATES LIST ATTACHMENT

Equipment With Operator	Description	Number Available	Unit Rate w/ Operator
Backhoe	Rubber Tire, Min. 60 HP w/ 18 & 24" Bucket	4	70 /hr.
Grader	Min. 24,000 lbs	3	115 /hr.
Excavator (Track)	Min. 50,000 lbs w/ 1 c.y. Bucket	4	115 /hr.
Excavator (Track)	Min. 35,000 lbs w/ 3/4 c.y. Bucket	3	100 /hr.
Loader (Track)	Min. 110 HP w/ min 2 c.y. Bucket	2	90 /hr.
Dozer (Track)	Min. 90 HP	4	95 /hr.
Backhoe w/Hyd. Breaker (hoeram)	up to 1200 ft. lbs.	1	80 /hr.
Excavator w/Hyd. Breaker (hoeram)	over 1200 ft. lbs.	1	175 /hr.
Steel Wheel Roller	Min. 6 ton vibratory	4	60 /hr.
Trench Roller (Rammax Type)	Min. 3000 lbs	4	40 /hr.
Vibratory Rammer (Wacker Type)	Min. 600 blows/Min.	6	45 /hr.
Rubber Tire Loader	Min. 2 1/2 C.Y. Bucket	3	100 /hr.
Air Comperssor w/ jackhammer	Min. 365 CFM/Min. 1250 bmp	2	65 /hr.
Pavement/concrete saw	Handheld type	6	40 /hr.
Skid Steer Loader	Min. 40 HP	4	60 /hr.
Single Axle Duptruck	Min. 28,000 GVW	4	65 /hr.
Tandem Axle Dumptruck	Min. 50,000 GVW	6	75 /hr.
Tandem Axle Dumptruck (Rock Bed)	Min. 50,000 GVW	2	80 /hr.
Tractor with Lowboy	Min. 35 ton	2	125 /hr.
Water Truck	Min. 1,000 Gal Tank w/ Min. 2" Pump	4	60 /hr.
Water Pump	Min 4" w/ hose	2	50 /hr.
Flagger	VDOT certified Flagperson	12	34 /hr.
Laborer	General Laborer for Handwork	12	34 /hr.
Chainsaw	Min. 16" bar	6	45 /hr.
Brush Chipper	Min. 12" infeed capacity	NO BID	NO BID
Tractor with Boom Mower	Rotary Side Mount (roadside trimming)	NO BID	NO BID
Tractor with Sickle Bar Mower	Min. 40 HP W/Min. 6' bar	NO BID	NO BID
Grass Trimmer (Weedeater)	Gas Powered Handwork	NO BID	NO BID
Regular Mobilization	1 per call out within 48 hr. of notification		400/ea.
Emergency Mobilization	1 per call out within 8 hr. of notification		500/ea.
<b>Additional Equipment</b>			
Type of Equipment	Model Number/Description	Number	Rate
Foreman with Truck		4	75 /hr.
Horizontal Grinder	CBI 4800 Magnum Force Grinder	1	350/hr.
Vacuum Truck w/ 2 Operators	VAC-CON MODEL V311LXHAE	1	290/hr.

Contractor/Representative's Name: Rodney Jenkins, President

Date: 05/29/2020

Contractor/Representative's Signature: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Scott Insurance - Lynchburg 1301 Old Graves Mill Road Lynchburg VA 24502		<b>CONTACT</b> NAME: Jennifer Burchette PHONE (A/C, No, Ext): 434-832-2137 FAX (A/C, No): 434-455-8839 E-MAIL ADDRESS: jburchette@scottins.com		
<b>INSURED</b> General Excavation, Inc. 9757 Rider Road Warrenton VA 20187		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : The Phoenix Insurance Company (A++)		25623
		INSURER B : The Charter Oak Fire Insurance Company (A++)		25615
		INSURER C : Travelers Property Casualty Company of America (A+)		25674
		INSURER D :		
		INSURER E :		
		INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** 796454496 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-8L812763-PHX-19	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			DT-810-8L769572-COF-19	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8L814302-19-26	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	UB-8L76942A-19-26-G	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment			QT-630-8L882452-TIL-19	11/1/2019	11/1/2020	Leased/Rented Equip Deductible \$500,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Warren County, Virginia is named as additional insured as respects general liability for work performed by named insured if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

County of Warren, VA  
220 N Commerce Ave, Suite 100  
Front Royal VA 22360

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kam Jones*

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# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-f</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: H&W Construction Co., Inc.	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b>  The County has previously solicited and awarded a contract for services awarded to H&W Construction Co., Inc., for "Hired Services" on November 30, 2020. The initial term of the contract was for seven (7) months, ending June 30, 2021, and extended for one (1) additional term, ending on June 30, 2022.  Staff recommends the Board approve the second contract modification, ending on June 30, 2023. There is one (1) final renewable term remaining on the contract.  <b><u>COST &amp; FINANCING:</u></b>  This contract is for services on an as-needed basis. There is no request for additional funding for FY23.  <b><u>PROPOSED OR SUGGESTED MOTION:</u></b>  I move that the Board of Supervisors approve the H&W Construction Company, Inc. contract modification extending the contract until June 30, 2023. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney.  or  I move that the Board of Supervisors table this request for further discussion.			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>



**AMENDMENT # 2 TO THE CONTRACT**  
**BETWEEN THE COUNTY OF WARREN, VIRGINIA**  
**H & W CONSTRUCTION COMPANY**

**THIS AMENDMENT TO CONTRACT** (hereinafter the “Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the “County”), and **H&W CONSTRUCTION COMPANY INC.** whose mailing address is 1025 Martinsburg Pike, Winchester, Virginia 22603, and whose employers ID number is 54-0928137 (hereinafter called the “Service Provider”).

WITNESSETH:

**WHEREAS**, the County and Service Provider executed a contract for services, which was effective November 30, 2020 (hereinafter the “Contract”); and

**WHEREAS**, the Contract was in effect for approximately seven (7) months, from November 30, 2020 through June 30, 2021; and

**WHEREAS**, the Contract has been extended for one (1) additional one (1) year term from July 1, 2021, through June 30, 2022; and

**WHEREAS**, the County desires to extend the Contract for one (1) additional one (1) year term; and

**NOW, THEREFORE**, and in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Contract Term - The Amendment is in effect unless terminated in accordance with the terms of the Contract from July 1, 2022, through June 30, 2023.
2. Renewal - The Contract will not be renewable for any additional one (1) year terms at the expiration of this Amendment.
3. Other Terms of the Contract - All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this  
Amendment to the Agreement the day and year first written above.

(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**H & W Construction Company**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Caitlin W. Jordan  
Senior Assistant County Attorney

**CONTRACT FOR SERVICES BETWEEN WARREN COUNTY,  
VIRGINIA AND H AND W CONSTRUCTION CO.**

**THIS CONTRACT FOR SERVICES** (the "Contract") is made and entered into this 30 day of November, 2020, by and between **THE COUNTY OF WARREN, VIRGINIA**, (the "County") a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630, and **H and W CONSTRUCTION CO., INC.**, (the "Service Provider") whose mailing address is P.O. Box 2468, Winchester, Virginia 22604, and whose Federal Employers Identification Number is 54-0928137.

**W I T N E S S E T H :**

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services (the "Services"):

**The Service Provider shall provide all labor and equipment necessary on an as-needed basis, for general construction, athletic field construction, road maintenance, repair, stormwater management, perimeter erosion and sediment controls, drainage improvement work and utilities for County Departments, Public Schools and Sanitary Districts in Warren County in accordance with the specifications in the Warren County Hired Equipment Services Invitation for Bids due on June 26, 2020.**

**All work shall be completed in general conformance with County and Virginia Department of Transportation standards and specifications.**

**The County may utilize additional equipment owned by the Service Provider not listed in Service Provider's bid proposal at agreed-upon hourly rates on an as-needed basis.**

- 1. Place of Service Performance/Delivery:** Warren County, Virginia.
- 2. Time of Service Delivery:** The Service Provider will provide the Services on an as-needed basis.

3. **Term of Contract:** This Contract shall be in effect from the date described above, and if not filled in the date that the last party signs the Contract, and continuing (if not otherwise terminated pursuant to the terms of this Contract) until June 30, 2021 (hereinafter the "Contract Term"). The County has the option of renewing the Contract for up to two additional one-year terms (hereinafter the "Renewal Term") upon written notice thereof to the Service Provider.

4. **Payment:** The County shall pay to the Service Provider for use of its equipment the hourly rates provided on Service Provider's Equipment and Hourly Rates form submitted with its bid. All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in the hourly rate. The Service Provider shall furnish monthly invoices to the County for services rendered if any work has been performed. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five days of the receipt of such invoice.

5. **Payment of Subcontractors:** No portion of the work shall be subcontracted without prior written consent of the County. In keeping with the Virginia Public Procurement Act (Title 2.2, Chapter 43 of the Virginia Code), should there be any subcontractor that may be contracted in completion of the Services, Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Service Provider by the County for work performed by the subcontractor under that contract: (i) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (ii) notify the County and subcontractor, in writing, of Service Provider's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Service Provider agrees to and will provide Service Provider's Federal Employer Identification Number. In the case of any individual subcontractors, such individual



subcontractors will provide their social security numbers. Service Provider agrees to pay interest to any subcontractor on all amounts owed by Service Provider that remain unpaid after seven days following receipt by the Service Provider of payment from the County for work performed by the subcontractor under that contract, except for amounts withheld as allowed in paragraph 5. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. Service Provider agrees to include in any subcontract it may enter for the completion of this Project a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Service Provider's obligation to pay an interest charge to a subcontractor pursuant to this Article shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

6. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and equipment used by the Service Provider under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

8. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and



employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. **Non-Discrimination:** Warren County does not discriminate against faith-based organizations as they are defined in Virginia Code § 2.2-4343.1. In keeping with Virginia Code § 2.2-4311, during the performance of this Contract, the Service Provider agrees as follows:

a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider 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.

d. The Service Provider will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. **Drug-free Workplace.** In keeping with Virginia Code § 2.2-4312, during the performance of this Contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **Compliance with Immigration Laws:** In keeping with Virginia Code § 2.2-4311.1, the Service Provider agrees and represents that it does not now, nor will it during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

12. **Service Provider Authorized to Transact Business in Virginia:** During the performance of this Contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.



13. **Termination for Cause:** This Contract may be terminated by the County upon ten days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's. Service Provider shall be compensated for work performed through the date of termination but not for termination expenses, including any expenses directly attributable to termination. Lost profits on services not performed shall not be paid.

14. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon ten days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include lost profits on services not performed as a result of such termination for convenience.

15. **Claims and Disputes:** The procedure governing contractual disputes described in Virginia Code § 2.2-4363 shall apply to any disputes that may arise concerning this Contract.

16. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

17. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

18. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

19. **Indemnification:** Service Provider agrees to defend, indemnify, and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-contractor's negligence and/or any joint negligence of the County, Service Provider, or sub-contractor.

20. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

21. **Amendments:** This Contract may be altered, modified or amended only by written instruments signed by both parties.

22. **Severability:** If any portion of this Contract shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Contract intact.

23. **Enforcement:** This Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

24. **Insurance and Amount of Insurance Required:** Contractor shall procure and maintain general liability insurance to protect itself and the County from claims under the Workers' Compensation Act and from any other claim for damages or personal injury, including



death, and for damages to property which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Contractor shall deliver to Owner, upon execution of this Contract, certificates of such insurance. Such insurance shall name the County as an additional insured and shall contain a provision that coverages afforded under the policies shall not be terminated, cancelled, or otherwise allowed to expire unless written notice is given to Owner at least 30 days in advance. Such insurance shall provide for coverage in the following amounts and be effective through the date of the end of the Project unless as further specified in general or supplemental conditions made a part of this Contract.

Contractor's General Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
Products, Completed Operations:	\$2,000,000 aggregate
Automobile Insurance:	\$1,000,000 combined single limit
Workers' Compensation	Virginia statutory requirements
(See Virginia Code § 2.2-4332)	

25. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this Contract; the Invitation for Bids for Hired Equipment Services due June 26, 2020; the Service Provider's Bid Application Form (including the attached Equipment and Hourly Rates Form); and all Modifications issued after execution of this Contract for Services. These documents form the Contract, and are as fully a part of the Contract as if attached to this Contract.

**IN WITNESS WHEREOF**, the undersigned parties hereafter have made and executed this Contract as of the day and year first above written.



COUNTY OF WARREN, VIRGINIA

BY: Edwin C Daley  
Print Name: Edwin Daley  
Title: County Administrator  
Date: 12/9/2020

Attest: Dana Winner  
Print Name: Dana Winner  
Title: Legal Assistant  
Date: 12/9/2020

SERVICE PROVIDER:

William H. Aikens  
H AND W CONSTRUCTION CO., INC.

BY: William H. Aikens  
Print Name: William H. Aikens  
Title: Vice President  
Date: 11/30/20

Attest: Penny S. Kirk  
Print Name: Penny S. Kirk  
Title: Assistant  
Date: 11/30/20

# HIRED EQUIPMENT SERVICES 2020-2021 ANNUAL TERM CONTRACT BID APPLICATION FORM

The undersigned Bidder(s) hereby proposes and agrees if the bid is accepted to enter into a contract with the County of Warren for Hired Equipment Services Contract as described in the Invitation for Bids and related attachments for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the Invitation for Bids.

By submitting a bid, the undersigned Bidder(s) represents that he has examined the specifications, the related documents; is familiar with the federal, state and local laws and regulations that may affect cost, progress and performance of the contract; is aware of the general nature of the work to be performed; and has given the County written notice of all conflicts, errors, ambiguities or discrepancies that he/she has discovered in the attached documents and has received acceptable written resolution.

The Bidder hereby certifies that:

- He/she has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate or cause to be rigged, altered or otherwise manipulate this bid for the purpose of allocating purchases or sales to or among persons raising or otherwise fixing the prices of the goods or services or excluding other persons from dealing with the owner.
- He/she is a Registered Contractor in compliance with Virginia Code Sections 54.1-1100 et seq., the Virginia Contractor's Registration Law. Title 54.1, Chapter 11, Code of Virginia.
- The firm signing this bid and registered under that name is legally qualified as determined by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, in granting this registration, to perform all work included in the scope of this proposed contract.
- He/she will comply with all provisions of the Virginia Public Procurement Act.

Company/Contractor's Name: H AND W CONSTRUCTION CO. INC.  
Phone Number (work): 540-667-3752 Phone Number (cell): 540-974-2739  
Address: P.O. BOX 2468  
City/State/ZIP: WINCHESTER, VA. 22604  
Email Address: WILLIAM@AIKENSGROUP.COM  
Employers ID Number (EIN/TIN): 54-0928137

Items to be included with bid:

- List of Equipment w/ Operators (fill out attached form). Only fill out unit prices for those pieces of equipment you have available or note as not applicable. You do not need to have all listed machines to bid. The County of Warren may accept bids from multiple contractors based upon need, bid price and available equipment. If you have additional applicable road repair/maintenance equipment that is not listed they may be added in the lower portion of the form.
- Include all unit rates on Equipment Form (rates shall include operator, equipment and all attachments, fuel, insurance, maintenance/repairs/preparation/cleanup, communication devices to coordinate crews and any other associated costs).
- Unit rates shall be listed as shown on Equipment Rate List, or per call out for mobilization.
- Proof of adequate liability insurance.



Do you have operators available for working extended hours in emergency situations? YES

What is your anticipated response time/proximity to Warren County for emergency repairs? 3 HRS

Do you have previous construction/repair/maintenance/stormwater/drainage experience? YES

If so, how many years of experience do you have? 85

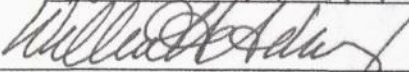
Please explain three of your previous projects (i.e. project name, location, scope of services, etc.)

1. HANNY MART CLEARBROOK VA.  
SITE DEVELOPMENT, FUEL PUMPS, STORM WATER MANAGEMENT
2. SARAH'S GLEN AND PARKING GARAGE  
CREEK RECLAMATION, E/S CONTROL, SITE DEVELOPMENT
3. ALLIED RELOAD  
SITE DEVELOPMENT, ROAD CONSTRUCTION, STORM WATER MANAGEMENT

Please list three (3) references for previous construction/repair/maintenance/stormwater/drainage projects:

1. Name: ROBERT CLAYTOR Company: H.N. FUNKHOUSER  
Phone Number to Contact: 540-667-9000  
Project Name/Location: CLEAR BROOK HANNY MART
2. Name: BARRY SCHNOOR Company: SHENANDOAH UNIVERSITY  
Phone Number to Contact: 540-336-6687  
Project Name/Location: ASPIRANTONAL VILLAGE ON CAMPUS
3. Name: ROB FROGALÉ Company: ALLIED SYSTEMS  
Phone Number to Contact: 540-665-9600  
Project Name/Location: ALLIED RELOAD KERNSTOWN, VA.

Contractor/Representative's Printed Name: WILLIAM H. AIKENS

Contractor/Representative's Signature:  Date: 6-26-2020



HIRED EQUIPMENT SERVICES  
2020-2021 ANNUAL TERM CONTRACT  
EQUIPMENT AND HOURLY RATES FORM

Equipment With Operator	Description	Number Available	Unit Rate w/ Operator
Backhoe	Rubber Tire, Min. 60 HP w/ 18 & 24" Bucket	7	71.00 /hr.
Grader	Min. 24,000 lbs	1	95.00 /hr.
Excavator (Track)	Min. 50,000 lbs w/ 1 c.y. Bucket	2	142.00 /hr.
Excavator (Track)	Min. 35,000 lbs w/ 3/4 c.y. Bucket	2	120.00 /hr.
Loader (Track)	Min. 110 HP w/ min 2 c.y. Bucket -953	2	100.00 /hr.
Dozer (Track)	Min. 90 HP D6	2	100.00 /hr.
Backhoe w/Hyd. Breaker (hoeram)	up to 1200 ft. lbs.	1	120.00 /hr.
Excavator w/Hyd. Breaker (hoeram)	over 1200 ft. lbs.	2	210.00 /hr.
Steel Wheel Roller	Min. 6 ton vibratory	2	76.00 /hr.
Trench Roller (Rammax Type)	Min. 3000 lbs	3	62.00 /hr.
Vibratory Rammer (Wacker Type)	Min. 600 blows/Min.	2	45.00 /hr.
Rubber Tire Loader	Min. 2 1/2 C.Y. Bucket	1	100.00 /hr.
Air Comperssor w/ jackhammer	Min. 365 CFM/Min. 1250 bmp	2	90.00 /hr.
Pavement/concrete saw	Handheld type	7	45.00 /hr.
Skid Steer Loader	Min. 40 HP	3	71.00 /hr.
Single Axle Duptruck	Min. 28,000 GVW	2	62.00 /hr.
Tandem Axle Dumptruck	Min. 50,000 GVW	6	72.00 /hr.
Tandem Axle Dumptruck (Rock Bed)	Min. 50,000 GVW	1	100.00 /hr.
Tractor with Lowboy	Min. 35 ton	1	100.00 /hr.
Water Truck	Min. 1,000 Gal Tank w/ Min. 2" Pump	N/A	N/A /hr.
Water Pump	Min 4" w/ hose	2	55.00 /hr.
Flagger	VDOT certified Flagperson	6	40.00 /hr.
Laborer	General Laborer for Handwork		38.00 /hr.
Chainsaw	Min. 16" bar		45.00 /hr.
Brush Chipper	Min. 12" infeed capacity		150.00 /hr.
Tractor with Boom Mower	Rotary Side Mount (roadside trimming)	N/A	N/A /hr.
Tractor with Sickle Bar Mower	Min. 40 HP W/Min. 6' bar	N/A	N/A /hr.
Grass Trimmer (Weedeater)	Gas Powered Handwork	6	40.00 /hr.
Regular Mobilization	1 per call out within 48 hr. of notification	1	500.00/ea.
Emergency Mobilization	1 per call out within 8 hr. of notification	1	1000.00/ea.

**Additional Equipment**

Type of Equipment	Model Number/Description	Number	Rate
Boomtruck		1	130.00 /HR
40 ton crane		1	150.00 /HR
60 ton crane		1	185.00 /HR
70 ton crane		1	225.00 /HR

110 ton crane 300.00 /HR  
140 ton crane 350.00 /HR  
Contractor/Representative's Name: William Aikens Date: 6/26/2020

Contractor/Representative's Signature: William Aikens



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 38 Rouss Avenue Suite 100 Winchester, VA 22601 540 662-3865	CONTACT NAME: Shannon Grogg PHONE (A/C, No, Ext): 540 437-1338 E-MAIL ADDRESS: SLGrogg@McGriffInsurance.com FAX (A/C, No): 888-746-8791
INSURED H&W Construction Co Inc PO Box 2468 Winchester, VA 22604-1668	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Western World Insurance Company INSURER C: Amerisure Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 35378 13196 19488

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MKLV2PBC000638	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA2100483	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		GLX100242600	04/01/2020	04/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC2100485	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Warren is included as Additional Insured with respect to General Liability and Auto Liability as required by written contract. Waiver of subrogation included with respect to General Liability, Auto Liability and Workers Compensation as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

County of Warren Board of Supervisors 220 North Commerce St., Ste 100 PO Box 1540 Front Royal, VA 22630	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Shannon Grogg
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# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-g</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: LaBella Associates	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>The County has previously solicited and awarded a contract for professional services to Labella Associates (formerly known as Joyce Engineering), for "Engineering Services" on June 6, 2017. The initial term of the contract was for one (1) year from July 1, 2017 through June 30, 2018 and renewable for up to four (4) additional one (1) year terms or until completion of active projects.</p> <p>Staff recommends the Board approve the contract modification, ending on November 30, 2022 for the completion of the Cooley Convenience Center Expansion Project in November 2022.</p> <b><u>COST &amp; FINANCING:</u></b> <p>There is no request for additional funding for FY23.</p> <b><u>PROPOSED OR SUGGESTED MOTION:</u></b> <p>I move that the Board of Supervisors approve the LaBella Associates contract modification extending the contract until November 30, 2022. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney.</p> <p style="text-align: center;">or</p> <p>I move that the Board of Supervisors table this request for further discussion.</p>			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>

**AMENDMENT 05  
TO THE AGREEMENT BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND LABELLA ASSOCIATES  
FOR PROFESSIONAL SERVICES**

**THIS AMENDMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and LaBella Associates (hereinafter the "Engineer").

WITNESSETH:

**WHEREAS**, the Owner and the Engineer executed an agreement for professional services on June 27, 2017 (hereinafter the "Agreement"); and

**WHEREAS**, the Agreement was in effect for a term of one (1) year from July 1, 2017 through June 30, 2018; and

**WHEREAS**, the Agreement has been extended for additional term of four (4) one (1) year renewals from June 30, 2018, through June 30, 2022; and

**WHEREAS**, the Owner and Engineer both desire to extend the Agreement until the completion of the **Cooley Convenience Site Expansion** ending in November 2022; and

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

- (1) Contract Term - The Agreement shall be extended until the **Cooley Convenience Site Expansion is complete in November 2022, unless terminated in accordance with the terms of the Agreement** (hereinafter the "Contract Term").
- (2) Renewal - The Contract Term will not be renewable for any additional terms at the expiration of this Amendment.
- (3) Other Terms of the Agreement - All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**LaBella Associates**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Caitlin Jordan  
Senior Assistant County Attorney

\_\_\_\_\_  
Date

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into this 21<sup>st</sup> day of June, 2017, by and between THE COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Front Royal, Virginia 22630 (hereinafter referred to as the "County"), and JOYCE ENGINEERING, Inc., whose mailing address is 1604 Ownby Lane, Richmond, Virginia 23220, and whose DPOR Professional Engineering Business License number is 0407003632 (hereinafter called the "Service Provider").

**WITNESSETH:**

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services:

The Service Provider shall provide all labor, equipment and materials necessary to provide environmental and engineering services for the Warren County Closed Landfill, the Warren County Transfer Station and other Warren County facilities to include stormwater management, monitoring and remediation of groundwater, surface water, leachate and landfill gas, in accordance with the attached Scope for Professional Environmental Services

**1. Place of Service Performance/Delivery:**

Warren County Closed Landfill and the Warren County Transfer Station located at 232 Shangri La Road, Bentonville, Virginia and other Warren County facilities located in Warren County, Virginia.

**2. Time of Service Delivery:**

The work described in the Scope for Professional Environmental Services shall begin after the issuance of the Notice to Proceed and shall be completed within the time period stated in the Scope for Professional Environmental Services for each task.

**3. Term of Contract:** This Contract shall be in effect for a term of one (1) year beginning July 1, 2017, and continuing, if not otherwise terminated pursuant to the terms of this agreement, until June 30, 2018. The contract term may be renewable for up to four

(4) additional one (1) year terms at the option of the County, and upon written mutual agreement between the County and the Service Provider.

4. **Payment:** The County shall pay the Service Provider based on the fees included in the Scope for Professional Environmental Services attached hereto and based on the Professional Rate Schedule attached hereto. All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in such fees and hourly rates. The Service Provider shall furnish an invoice to the County for services rendered on a monthly basis. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five (45) days of the receipt of such invoice.

5. **Payment of Subcontractors:** The Service Provider shall promptly pay each Subcontractor providing labor or furnishing material for the Work, upon receipt of payment from the County, out of the amount paid to the Service Provider on account of Subcontractor's work, the amount to which said Subcontractor or supplier is entitled, reflecting the percentage actually retained, if any, from payments to the Service Provider on account of such Subcontractor's work. The Service Provider shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Subcontractors in similar manner. The County has no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

6. **Work Delays:**

A. The time during which the Service Provider is delayed in the performance of the Work, by the acts or omissions of the County, the County or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes (not to exceed the actual duration of the strike), riots, civil commotions or freight embargoes, or other conditions beyond the Service Provider's control and that the Service Provider could not reasonably have foreseen and provided against, shall be added to the Time of Service Delivery; provided, however, that no claim by the



Service Provider for an extension of time for delays will be considered unless made in compliance with the requirements of this Paragraph and other provisions of the Contract Documents.

B. The Service Provider shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said request for extensions of time is made in writing to the County within seven (7) days of the first instance of delay.

7. **Protection of Work:** In the event of a suspension of work or delay or interruption of work, the Service Provider will and will cause his Subcontractors to protect carefully his, and their materials and work against damage from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the County, any work or material shall have been damaged by reason of failure on the part of the Service Provider or any of his Subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Service Provider.

8. **Labor and Materials:**

A. Unless otherwise provided in the Contract Documents, the Service Provider shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents, or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final Payment will not be made until the Work is so completed.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular

manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the County if sufficient information is submitted by the Service Provider to allow the County to determine that the material or equipment proposed is equivalent to that name.

C. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than the Service Provider. If the Service Provider wishes to furnish or use a substitute item of material or equipment, the Service Provider shall make written application to the County for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified.

**9. Differing Site Conditions:**

A. The Service Provider shall promptly, and before the conditions are disturbed, give written notice to the County of (a) subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents, or (b) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract and which were not reasonably anticipated.

B. The County shall investigate the site conditions promptly after receiving the notice. If the conditions materially differ and cause an increase or decrease in the cost or time of performance, the Parties shall enter an appropriate Change Order.

C. No request by the Service Provider for a Change Order under this Paragraph shall be allowed, unless the Service Provider has given the required written notice.

D. No request by the Service Provider for a Change Order under this Paragraph shall be allowed if made after final payment under the Contract.

10. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above.

11. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

12. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

13. **Non-Discrimination:** During the performance of this agreement Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over \$10,000.00 so

that the provisions will be binding upon each sub-contractor or vendor. The County of Warren does not discriminate against faith-based organizations.

14. **Drug-free Workplace.** During the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. **Compliance with Immigration Laws:** The Service Provider agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. **Service Provider Authorized to Transact Business in Virginia:** During the performance of this contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so

required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

17. **Termination for Cause:** This Contract may be terminated by the County upon seven (7) days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's.

18. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon seven (7) days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include lost profits on services not performed as a result of such termination for convenience.

**19. Claims and Disputes:**

A. Should the Service Provider suffer injury or damage to person or property because of any act or omission of the County or of any of its employees, agents or others for whose acts either is legally liable, claim shall be made in writing to the County within seven (7) days after the first observance of such injury or damage; otherwise, the Service Provider shall have waived any and all rights he may have against the County, or its employees, representatives and agents.

B. A claim by the Service Provider shall be made in writing and submitted to the County Administrator, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Service Provider.

C. This decision shall be final and binding unless within thirty (30) days from the date of such decision, an appeal is made to the County Board of Supervisors pursuant to Section 15.2-1246 et seq. of the Code of Virginia (1950), as amended.



20. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

21. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

22. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

23. **Indemnification:** Service Provider agrees to defend, indemnify and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-Service Provider's negligence and/or any joint negligence of the County, Service Provider, or sub-Service Provider.

24. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

25. **Amendments:** This Agreement may be altered, modified or amended only by written instruments signed by both parties.

26. **Severability:** If any portion of this Agreement shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Agreement intact.

27. **Enforcement:** This Contract shall be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

28. **Insurance and Amount of Insurance Required:**

Contractor's General Liability:	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Products, Completed Operations Aggregate:	\$2,000,000
Automobile Insurance, Combined Single Limit:	\$1,000,000
Workers Comp:	Virginia statutory requirements

All policies must name Warren County, Virginia as additional insured and must contain provisions preventing cancellation, non-renewal or expiration unless written notice is given to the County at least thirty (30) days in advance.

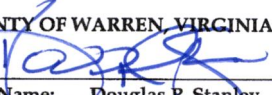
29. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:


A. The Contract Documents - The Contract Documents include this County of Warren Contract for Services, the Request for Proposals, the Service Provider's Proposal, the Scope for Professional Environmental Services, the Professional Rate Schedule and all Modifications issued after execution of this Contract for Services. These documents form the Contract, and are as fully a part of the Contract as if attached to this Contract for Services.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Contract as the day and year first above written.

(SEAL)

COUNTY OF WARREN, VIRGINIA

BY:   
Type Name: Douglas R. Stanley  
Title: County Administrator  
Date: 6-27-17

  
Attest: \_\_\_\_\_  
Type Name: Amber Maricle  
Title: Admin Asst.  
Date: 6/27/17

(SEAL)


SERVICE PROVIDER:

JOYCE ENGINEERING, INC.

BY: Penny S. Spencer  
Type Name: Penny S. Spencer  
Title: Corporate Secretary  
Date: 06.26.17

Attest: Lecia Jones  
Type Name: Lecia Jones  
Title: Assistant  
Date: June 26, 2017

APPROVED AS TO FORM:

  
DAN N. WHITTEN,  
COUNTY ATTORNEY



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-h</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: Land Planning & Design Associates	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>The County has previously solicited and awarded a contract for professional services to Land Planning &amp; Design Associates, for "Architectural Services" on January 23, 2017. The initial term of the contract was for one (1) year from January 23, 2017 through January 22, 2018 and renewable for four (4) additional one (1) year terms or until completion of active projects.</p> <p>Staff recommends the Board approve the contract modification, ending on November 30, 2023 for the following active projects: Morgan Ford Boat Landing Project is complete in July 2022, and the Bentonville Boat Landing Project is complete in November 2023.</p> <b><u>COST &amp; FINANCING:</u></b> <p>There is no request for additional funding for FY23.</p> <b><u>PROPOSED OR SUGGESTED MOTION:</u></b> <p>I move that the Board of Supervisors approve the Land Planning &amp; Design Associates contract modification extending the contract until November 30, 2023. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney.</p> <p style="text-align: center;">or</p> <p>I move that the Board of Supervisors table this request for further discussion.</p>			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER <b>(DESCRIBE)</b>		<b>PROCESSED BY:</b>

**AMENDMENT 09  
TO THE AGREEMENT BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND LAND PLANNING & DESIGN ASSOCIATES  
FOR PROFESSIONAL SERVICES**

THIS AMENDMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Land Planning & Design Associates (hereinafter the "Architect").

WITNESSETH:

WHEREAS, the Owner and the Architect executed an agreement for professional services on January 23, 2017 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was in effect for a term of one (1) year from January 23, 2017 through January 22, 2018; and

WHEREAS, the Agreement has been extended for additional term of four (4) one (1) year renewals from January 23, 2018, through January 22, 2022; and

WHEREAS, the Owner and Architect both desire to extend the Agreement until the completion of the Morgan Ford Boat Landing Project in July 2022, and the Bentonville Boat Landing Project in November 2023; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

- (1) Contract Term - The Agreement shall be extended until the **Morgan Ford Boat Landing Project is complete in July 2022, and the Bentonville Boat Landing Project is complete in November 2023, unless terminated in accordance with the terms of the Agreement** (hereinafter the "Contract Term").
- (2) Renewal - The Contract Term will not be renewable for any additional terms at the expiration of this Amendment.
- (3) Rates - The hourly rates for the Contract Term are attached hereto as Exhibit "A".
- (4) Other Terms of the Agreement - All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.



(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**Land Planning & Design Associates**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Caitlin Jordan  
Senior Assistant County Attorney

\_\_\_\_\_  
Date

**AGREEMENT BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND LAND PLANNING AND DESIGN ASSOCIATES, INC.  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 23 day of January, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Land Planning and Design Associates, Inc.** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER**

**1.1. General.**

- 1.1.1.** ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.
- 1.1.2.** Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER 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 ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

**1.1.3. Drug-free Workplace.**

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the ARCHITECT/ENGINEER's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to ARCHITECT/ENGINEER in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.**

**1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic**

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

## **1.2. Preliminary Report Phase.**

After written authorization to proceed, ARCHITECT/ENGINEER shall:

- 1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.
- 1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- 1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.
- 1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").
- 1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

## **1.3. Preliminary Design Phase.**

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

- 1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.
- 1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

- 1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

**1.4. Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

- 1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.
- 1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.
- 1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.
- 1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.
- 1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.



**1.5. Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

- 1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.
- 1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.
- 1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.
- 1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.
- 1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.
- 1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.
- 1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

**1.6. Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

- 1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.
- 1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- 1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor

is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

- 1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.
- 1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.
- 1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in

Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

- 1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

## **SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER**

### **2.1. General.**

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.
- 2.1.4. Providing renderings or model for OWNER's use.
- 2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.
- 2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and



assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.
- 2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.
- 2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.
- 2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.
- 2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

- 2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).
- 2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

## **2.2. Resident Services During Construction.**

- 2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.
- 2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

OWNER shall:

- 3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.
- 3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.
- 3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.
- 3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.
- 3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

- 3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).
- 3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars (\$500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars (\$100,000) or the amount allowed under the Code of Virginia for any single project.
- 4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.
- 4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.
- 4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.
- 4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.



- 4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.
- 4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.
- 4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).
- 4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.
- 4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.
- 4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written



notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

**SECTION 5 - PAYMENTS TO ENGINEER**

**5.1. Methods of Payment for Services and Expenses of ENGINEER.**

- 5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.
- 5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:
  - 5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.
  - 5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.
  - 5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).
  - 5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.
- 5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.
- 5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.
- 5.2. **Times of Payment.**
  - 5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

**5.3. Other Provisions Concerning Payments.**

- 5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45<sup>th</sup>) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.
- 5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.
- 5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

**5.4. Definitions.**

- 5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

- 5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

## **SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST**

### **6.1. Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

### **6.2. Opinions of Cost.**

- 6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

## **SECTION 7 - GENERAL CONSIDERATIONS**

### **7.1. Termination.**

- 7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice

in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- 7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

**7.2. Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

**7.3. Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

**7.4. Successors and Assigns.**

- 7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,



assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

- 7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.
- 7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

**7.5. Disputes.**

- 7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.
- 7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

**7.6. Insurance.**

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars (\$1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

## **SECTION 8 - ELECTRONIC DOCUMENTS**

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

## **SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

County of Warren, Virginia

Attest:

Type Name:

Title:

By:

Type Name:

Title:

Date:

(SEAL)

Land Planning and Design Associates

Attest:

Type Name:

Title:

By:

Type Name:

Title:

Date:

Approved as to form:

Dan N. Whitten

County Attorney

**Warren County, VA Annual Contract 2016 Renewal Year  
Proposed Schedule of Fees  
12-1-17**

**Billing Rates - Land Planning and Design Associates, Inc.**

<u>Principal, Quality Control</u>	<u>\$160</u>
William R. Mechnick	
Zac Lette	
<u>Staff Landscape Architect 1</u>	<u>\$115</u>
Mark Lieberth, LEED AP	
<u>Staff Landscape Architect 2</u>	<u>\$96</u>
Jessica Mauzy	
Julie Basic, Cultural Resource Specialist	
<u>Staff Landscape Architect</u>	<u>\$95</u>
Amie Sullivan	
Aaron Schwartz	
<u>Project Designer/CADD</u>	<u>\$66</u>
David MacDougall	
Tristan Cleveland	
Jason Owen	
David Johnson	
<u>Clerical</u>	<u>\$65</u>
Deniece DeLong	

**REPRODUCTION/PRINTING (IN HOUSE  
PRINTING)**

Description				2017 Cost	Sheet 24x36	Sheet 24x60	Sheet 24x72	Sheet 30x42	Sheet 36x48
<b>Oversized</b>									
Paper	\$0.45	sq ft			\$ 2.70	\$ 4.50	\$ 5.40	\$ 3.94	\$ 5.40
Mylar	\$1.75	sq ft			\$ 10.50	\$ 17.50	\$ 21.00	\$ 15.31	\$ 21.00
Color -regular	\$3.50	sq ft			\$ 21.00	\$ 35.00	\$ 42.00	\$ 30.63	\$ 42.00
Color- photo finish	\$6.65	sq ft			\$ 39.90	\$ 66.50	\$ 79.80	\$ 58.19	\$ 79.80
<b>Copies/Prints</b>									
Letter - B/W	\$ 0.05	per sheet			11x17 - B/W	\$ 0.25	per sheet		
Letter - Color	\$ 0.38	per sheet			11x17 - Color	\$ 1.50	per sheet		
Legal - B/W	\$ 0.10	per sheet			12x18 - B/W	\$ 0.35	per sheet		
Legal - Color	\$ 0.50	per sheet			12x18 - Color	\$ 1.75	per sheet		

OTHER DIRECT COSTS			
<b>CD/DVD</b>			<b>Licenses / Permits</b>
	burn,label,mail	\$ per disc	Actual costs
		10.00	
<b>Postage</b>			<b>Printing - out sourced</b>
	UPS/FedEx/Courier	Actual cost	Actual costs
		cost	
<b>Mileage</b>			<b>Conference calls</b>
	Based on current Federal rate (.54 per mile)		Actual costs
<b>Travel including Lodging / Tolls / Rental Car</b>			<b>Other expenses for project use</b>
	Actual Costs		Actual Costs

**Billing Rates - Triad Engineering, Inc.**

<u>Principal Engineer(PE)</u>	<u>\$150</u>
Randy Moulton, P.E.	
<u>Senior Engineer(PE) or Senior PM</u>	<u>\$125</u>
Bradley Reynolds, P.E.	
Billie Swailes, P.E.	
<u>Project Engineer</u>	<u>\$100</u>
Eric Iser, P.E.	
Stephen J. Gyurisin, P.E.	
Raymond A. Strother, Jr., P.E.	
<u>Staff Engineer</u>	<u>\$80</u>
Kent Abe	
James Wheeler	
<u>Sr. CADD Designer/Drafter</u>	<u>\$85</u>
Ronald O. Bidle Jr.	
<u>CADD Designer/Drafter</u>	<u>\$75</u>
Gregory Rhodes	
<u>Senior Geologist</u>	<u>\$120</u>
Robert Sykes, CPG	
<u>Biologist</u>	<u>\$100</u>
Timothy J. Kellerman	
<u>Senior Environmental Scientist</u>	<u>\$90</u>
Nick Wolfe	
<u>Staff Environmental Scientist</u>	<u>\$70</u>
Patrick M. Upham	
Brandon Colunga	
<u>Licensed Surveyor</u>	<u>\$100</u>
Kevin Shreiner, L.S.	
<u>Senior Survey Technician</u>	<u>\$80</u>
Dru Underwood	





Survey Technician	\$70
Warren French	
1-Man Field Crew	\$75
2-Man Field Crew	\$100
3-Man Field Crew	\$140
Clerical/Secretary	\$40
Debbie Jones	

#### **TRIAD ENGINEERING, INC. Reimbursable Expenses**

<u>Description</u>	<u>Unit Rate</u>
Transportation Charges, Per Mile	\$ 0.70
Meals and Lodging, Direct Cost Plus	15%
Minimum Daily Charge Per Person	120.00
All Other Direct Expenses, Direct Cost Plus	15%
Reproduction Costs, per 24" x 36" sheet	2.50
Reproduction Costs, Color, per square foot	1.50

#### **Billing Rates – OWPR**

Billing Rates - OWPR, Inc.

Principal/Project Manager:	\$166.00
Architect (licensed):	\$145.00
Architectural Designer:	\$ 93.00
CADD Technician:	\$ 72.00
Interior Designer:	\$ 104.00
Structural Engineer (PE):	\$150.00
Structural Designer:	\$100.00
Mechanical Engineer (PE):	\$150.00
Mechanical Designer:	\$ 93.00
Plumbing Designer:	\$ 93.00
Electrical Engineer (PE):	\$150.00
Electrical Designer:	\$ 93.00
Spec/Report Writer:	\$122.00
Typist/Clerical:	\$ 56.00



#### **Billing Rates – Pennoni**

	<b>Hourly Rate</b>
Regional Vice President, Vice President	\$205.00
Principal Engineer, Principal Surveyor, Principal Landscape Architect	\$185.00
Senior Engineer III, Senior Landscape Architect	\$165.00
Senior Engineer II	\$140.00
Senior Surveyor	\$125.00
Senior Project Engineer, Senior Project Landscape Architect	\$110.00
Project Engineer, Project Surveyor, Project Landscape Architect	\$90.00
Staff Engineer, Staff Landscape Architect	\$85.00
Associate Engineer	\$85.00
Engineering Designer, Graduate Engineer, Senior Survey Technician	\$75.00
Survey Technician, Engineering Technician	\$65.00
Clerical	\$75.00
Field Survey Party:	\$150.00
Reimbursable Expenses:	Cost + 10%
External Printing, photo-reproduction, courier, overnight deliveries, etc.	Cost + 10%
Consultants Hourly Rate	\$0.20 / sq ft
Mileage – charged at the currently allowable IRS rate	\$1.50 / sq ft
Internal Printing Services:	\$1.00 / sq ft
Bond – B/W	\$35.00
Mylar	Cost + 10%
Color Bond	
Per Diem:	
Meals – charge per day per person	
Lodging	

Normal hourly rates do not apply to overtime. Court related services or expert research, preparation and testimony are billed at two times the above rates.

Note: Triad and LPDA rates are based on FAR audit compliant rates. These may be used for federally funded projects and meet VDOT audit requirements. The rates may change year to year based on actual payroll, audited overhead rates and VDOT policies. In most cases the rates provide are lower than the allowable rate. LPDA and Triad will utilize the lower rate, as this is acceptable to Federal audit practices.



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-i</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: Racey Engineering, PLLC	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>The County has previously solicited and awarded a contract for engineering services awarded to Racey Engineering, PLLC, Inc., for "Engineering Services" on July 1, 2014. The initial term of the contract was for one (1) year from July 1, 2014 through June 30, 2015 and renewable for four (4) additional one (1) year terms or until completion of active projects.</p> <p>Staff recommends the Board approve the contract modification, ending on July 30, 2023 for the following active projects: Sally Port Project, Rockland Basketball Court Project, New Staff Building at Bentonville Land Fill/Septic Field Project, Renovate EDA Office (House on E. 2<sup>nd</sup> Street) Project in November 2022, Senior Center Project, and Rockland Park Restrooms Septic Field Project in June 2023.</p> <b><u>COST &amp; FINANCING:</u></b> <p>There is no request for additional funding for FY23.</p> <b><u>PROPOSED OR SUGGESTED MOTION:</u></b> <p>I move that the Board of Supervisors approve the Racey Engineering PLLC contract modification extending the contract until June 30, 2023. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney.</p> <p style="text-align: center;">or</p> <p>I move that the Board of Supervisors table this request for further discussion.</p>			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>

**AMENDMENT #5  
TO THE CONTRACT FOR SERVICES BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND RACEY ENGINEERING, PLLC**

**THIS AMENDMENT** (hereinafter the "Amendment") dated this \_\_\_\_ day of \_\_\_\_\_, 202, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Racey Engineering, PLLC (hereinafter the "Service Provider")

WITNESSETH:

**WHEREAS**, the Owner and the Service Provider executed a Contract for Services on July 23, 2014 (hereinafter the "Contract"); and

**WHEREAS**, the Contract was in effect for a term of one (1) year from July 1, 2014 through June 30, 2015; and

**WHEREAS**, the Contract could be extended, at the County's option and the Service Provider's agreement, for up to four (4) additional one-year terms, or until completion of active projects, upon written notification to and written agreement from the Service Provider at least sixty (60) days prior to the expiration of the original term or any extensions thereof;

**WHEREAS**, the Contract was extended for six (6) additional one (1) year terms;

**WHEREAS**, both parties agree to waive the sixty (60) day notice provision;

**WHEREAS**, the Owner and the Service Provider both desire to extend the Contract until the completion of the Sally Port Project, Rockland Basketball Court Project, New Staff Building at Bentonville Land Fill/Septic Field Project, Renovate EDA Office (House on E. 2<sup>nd</sup> Street) Project in November 2022; and the completion of the Senior Center Project and Rockland Park Restrooms Septic Field Project in June 2023; and

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

- (1) Contract Term - The Contract shall be extended until the projects named herein are complete, to be effective **July 1, 2022, and to extend (unless terminated in accordance with the terms of the Contract) until July 30, 2023** (hereinafter the "Contract Term").
- (2) Renewal - The Contract Term may not be renewed.
- (3) Rates - The rates for the Contract Term are attached hereto in Exhibit "A."
- (4) Other Terms of the Contract - All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Contract the day and year first written above.

(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**Racey Engineering, PLLC**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Caitlin W. Jordan  
Assistant County Attorney



**CONTRACT FOR SERVICES**

THIS CONTRACT FOR SERVICES is made and entered into this 23<sup>rd</sup> day of June, 2014 by and between THE COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Front Royal, Virginia 22630, acting on its own behalf and on behalf of the Shenandoah Farms Sanitary District, (hereinafter referred to as the "County"), and RACEY ENGINEERING, PLLC, of 312 West Main Street Luray, Virginia 22835, with License Number 0413000251, (hereinafter called the "Service Provider").

**WITNESSETH:**

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees provide the following described services:

**Furnish equipment and labor, on an as-needed basis, for on-call land surveying services, as called by the Sanitary District Manager or designee of the Shenandoah Farms Sanitary District, to perform field survey services, staking property boundaries, setting property pins, posts or monuments, for street rights-of-way, easements, and drainage projects, and for performing layout work for future infrastructure improvement projects as described in individual circumstances and events, in and for the Shenandoah Farms Sanitary District.**

**In addition to work in the Sanitary District, Warren County may choose to utilize the Service Provider for other roadway, drainage and similar public work surveying projects for other County Departments in other parts of the County.**

**1. Place of Service Performance/Delivery:**

**Shenandoah Farms Sanitary District infrastructure; and other County road, drainage and similar public work projects as described above.**

**2. Time of Service Delivery:**

**On-call, as-needed basis, between July 1, 2014 and June 30, 2015.**

3. **Term of Contract:** This Contract shall be in effect for a term of **twelve (12)** months beginning **July 1, 2014**, and continuing (if not otherwise terminated pursuant to the terms of this agreement) through **June 30, 2015**. This Contract may be extended, at the County's option and the Service Provider's agreement, for up to **four (4) additional one-year terms**, upon written notification to and written agreement from the Service Provider at least **sixty (60)** days prior to the expiration of the original term or any extensions thereof.

4. **Payment:** The County shall pay to the Service Provider appropriate sums on the basis of hours worked by the operators and equipment for the services described in Attachment A, **Warren County, Virginia Shenandoah Farms Sanitary District Application for Land Surveying Service Hourly Rates, dated July 2, 2014**, based on the hourly rates indicated thereon. The Service Provider shall monthly furnish an invoice to the County for services rendered that month. The County shall forward a check to the Service Provider at the mailing address indicated above within **forty-five (45)** days of the receipt of such invoice.

5. **Payment of Subcontractors:** The Service Provider shall promptly pay each Subcontractor providing labor for the Work, upon receipt of payment from the County, out of the amount paid to the Service Provider on account of Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Service Provider on account of such Subcontractor's work. The Service Provider shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Subcontractors in similar manner. The County has no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

6. **Labor and Materials:**

A. Unless otherwise provided in the Contract Documents, the Service Provider shall provide and pay for all labor, materials, equipment, supplies, tools, construction

equipment and machinery, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents, or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final Payment will not be made until the Work is so completed.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the County if sufficient information is submitted by the Service Provider to allow the County to determine that the material or equipment proposed is equivalent to that name.

C. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than the Service Provider. If the Service Provider wishes to furnish or use a substitute item of material or equipment, the Service Provider shall make written application to the County for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified.

#### **7. Differing Site Conditions:**

A. The Service Provider shall promptly, and before the conditions are disturbed, give written notice to the County of (a) subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents, or (b) unknown

physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract and which were not reasonably anticipated.

B. The County shall investigate the site conditions promptly after receiving the notice. If the conditions materially differ and cause an increase or decrease in the cost or time of performance, the Parties shall enter an appropriate Change Order.

C. No request by the Service Provider for a Change Order under this Paragraph shall be allowed, unless the Service Provider has given the required written notice.

D. No request by the Service Provider for a Change Order under this Paragraph shall be allowed if made after final payment under the Contract.

**8. Claims and Disputes:**

A. Should the Service Provider suffer injury or damage to person or property because of any act or omission of the County or of any of its employees, agents or others for whose acts either is legally liable, claim shall be made in writing to the County within seven (7) days after the first observance of such injury or damage; otherwise, the Service Provider shall have waived any and all rights he may have against the County, or its employees, representatives and agents.

B. A claim by the Service Provider shall be made in writing and submitted to the County Administrator, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Service Provider.

C. This decision shall be final and binding unless within thirty (30) days from the date of such decision, an appeal is made to the County Board of Supervisors pursuant to Section 15.2-1246 et seq. of the Code of Virginia (1950), as amended.

**9. Reports:** Service Provider shall complete, maintain, and submit to the County all records and reports and lists of services rendered when such services are rendered.

10. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and equipment used by Service Provider under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

11. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

12. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

13. **Non-Discrimination:** During the performance of this agreement Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over \$10,000.00 so



that the provisions will be binding upon each sub-contractor or vendor. The County of Warren does not discriminate against faith-based organizations.

14. **Compliance with immigration laws.** The Service Provider agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

15. **Service Provider authorized to transact business in Virginia.** During the performance of this contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

16. **Drug-free Workplace.** During the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the

unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. **Termination for Cause:** This Contract may be terminated by the County upon three (3) days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's.

18. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon fifteen (15) days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

19. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

20. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

21. **Insurance and Amount of Insurance Required:**

General Liability:	\$1,000,000
Automobile Insurance:	\$1,000,000
Workers Comp:	Virginia statutory requirements

All policies must name the County as an Additional Insured, and must contain provisions preventing cancellation, non-renewal or expiration unless written Notice is given to the County at least 30 days in advance.

**22. Indemnification:**

Service Provider agrees to defend, indemnify and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-contractor's negligence and/or any joint negligence of the County, Service Provider, or sub-contractor.

**23. Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supercedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

**24. Additional Terms and Conditions:** The following attachments are made a part of this Contract and are incorporated herein:

- (1) Attachment A - Warren County, Virginia Shenandoah Farms  
Sanitary District Application for Land Surveying Service Hourly  
Rates, dated June 10, 2011
- (2) Attachment B - Invitation to Bid and Application Package

**25. Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

**26. Enforcement:** This Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

**IN WITNESS WHEREOF,** the undersigned parties hereto have made and executed this Contract as the day and year first above written.

(SEAL)

COUNTY OF WARREN, VIRGINIA

BY: [Signature]  
Type Name: Douglas P. Stanley  
Title: County Administrator  
Date: 7.23.2014

Attest: [Signature]  
Type Name: Amber Marticle  
Title: Office Associate

(SEAL)

SERVICE PROVIDER:  
RACEY ENGINEERING, PLLC

BY: [Signature]  
Type Name: David W. Harrison  
Title: Manager of Contracts & Administration  
Date: July 21, 2014

Attest: [Signature]  
Type Name: Stephanie M. Huffman  
Title: Financial Officer Asst.

APPROVED AS TO FORM:

[Signature]  
DAN N. WHITTEN, ASSISTANT COUNTY ATTORNEY

DATE: 7/23/14



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> June 7, 2022	<b>ITEM</b> <b>I-8-j</b>	<b>SUBJECT:</b> Recommendation to Renew Contract: Walnut Hollow Farms	<b>PAGE 1 OF</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>The County has previously solicited and awarded a contract for services awarded to Walnut Hollow Farm for “Hay Harvesting” on June 12, 2020. The initial term of the contract was for one (1) harvest season, ending December 31, 2022, and extended for two (2) additional one (1) year terms, ending on June 30, 2022.</p> <p>Staff recommends the Board approve the second contract modification, ending on June 30, 2023. The Contract Term may be renewable for up to two (2) additional one (1) year terms at the option of the Owner, and upon written mutual agreement between the Owner and the Service Provider.</p> <b><u>COST &amp; FINANCING:</u></b> <p>This contract is for hay harvesting services. There is no request for additional funding for FY23.</p> <b><u>PROPOSED OR SUGGESTED MOTION:</u></b> <p>I move that the Board of Supervisors approve the Walnut Hollow Farm contract modification extending the contract until June 30, 2023. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney.</p> <p style="text-align: center;">or</p> <p>I move that the Board of Supervisors table this request for further discussion.</p>			
<b>SUBMITTED BY:</b>  Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>



**AMENDMENT 2  
TO THE AGREEMENT BETWEEN  
THE COUNTY OF WARREN, VIRGINIA  
AND WALNUT HOLLOW FARMS  
FOR CONTRACT SERVICES**

**THIS CONTRACT FOR SERVICES** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Front Royal, Virginia 22630 (hereinafter referred to as the “County”), and **WALNUT HOLLOW FARM**, whose street address is 372 Louwill Lane, Bentonville, Virginia (hereinafter called the “Service Provider”).

**WITNESSETH:**

**WHEREAS**, the County and the Service Provider executed an agreement for contract services on June 12, 2020 (hereinafter the “Agreement”); and

**WHEREAS**, the Agreement was in effect for a term of one (1) harvest season from June 12, 2020 through December 31, 2020; and

**WHEREAS**, the Agreement has been extended for an additional term of one (1) year to be effective January 11, 2021, through January 10, 2022.

**WHEREAS**, the Agreement may be extended for three (3) additional one (1) year terms at the option of the County; and

**WHEREAS**, the County and the Service Provider both desire to extend the Agreement for an additional term of one (1) year; and

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

- 1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective January 11, 2022, and to extend (unless terminated in accordance with the terms of the Agreement) until January 10, 2023 (hereinafter the “Contract Term”).

- 2) Renewal - The Contract Term may be renewable for up to two (2) additional one (1) year terms at the option of the Owner, and upon written mutual agreement between the Owner and the Service Provider.
- 3) Rates – The hourly rates for the Contract Term will remain the same.
- 4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

**County of Warren, Virginia**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**Walnut Hollow Farm**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
**Caitlin W. Jordan**  
**Senior Assistant County Attorney**

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into this 12 day of June, 2020, by and between THE COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Front Royal, Virginia 22630 (hereinafter referred to as the "County"), and WALNUT HOLLOW FARM, whose street address is 372 Louwill Lane, Bentonville, Virginia (hereinafter called the "Service Provider").

**WITNESSETH:**

That for and in consideration of the mutual promises contained herein, the Service Provider agrees provide the following described services:

Mow and harvest hay and mixed grasses on the Warren County Closed Landfill located at 232 Shagri-La Rd., Bentonville, Virginia (approximately 30 acres in hay and mixed grasses) and to produce round 4x5 bales of said harvested hay and mixed grasses. The hay shall be harvested during the 2020 hay harvest season (minimum of two mowings unless made impossible due to draught or some other act of God), as needed. Further, the Service Provider shall perform the work as specified in the Invitation for Bid, a copy of which is attached hereto and made a part hereof.

1. Place of Service Performance/Delivery:

Warren County Closed Landfill located at 232 Shagri-La Rd., Bentonville, Virginia (approximately 30 acres in hay and grasses).

2. Time of Service Delivery:

Date of this contract through the 2020 hay harvest season, or as otherwise needed.

3. Term of Contract: This Contract shall be in effect from the date of this Contract and continuing (if not otherwise terminated pursuant to the terms of this agreement) through the 2020 hay harvest season, or as otherwise needed, with the option of renewal by the County under the same terms and conditions for up to four (4) additional one (1) year

terms (hereinafter the "Renewal Term") upon written mutual agreement between the County and the Service Provider.

4. **Payment:** The Service Provider shall pay to the County a sum of Twelve and 00/100 Dollars (\$12.00) per 4x5 round bale of hay and mixed grass harvested. The Service Provider shall make a lump sum payment for the total amount of bales produced to Warren County within thirty (30) days of each harvest completion. Said payment shall be submitted to the County of Warren, c/o Mike Berry, at 220 N. Commerce Ave., Front Royal, 22630.

5. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and equipment used by Service Provider under this Contract in a clean, sanitary, and safe condition and free from defects of every kind.

6. **Subcontractors:**

A. In the event that the Service Provider desires to subcontract some part of the services specified in the contract, the Service Provider shall first obtain the written consent of the County. The Service Provider must seek the County's approval by furnishing the County with the names, qualifications, and experience of the proposed subcontractors.

B. The Service Provider shall promptly pay each Subcontractor providing labor for the Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Service Provider on account of such Subcontractor's work. The Service Provider shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Subcontractors in similar manner. The County does not have an obligation to pay or to see

to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

**7. Labor and Materials:**

A. Unless otherwise provided in the Contract Documents, the Service Provider shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents, or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

B. The condition of all equipment shall be subject to the approval of the Solid Waste Manager or his representative at all times. All equipment shall be in good working order at all times. All safety items furnished at the time of manufacture and all safety items required to be added during manufacture shall be in good working order.

**8. Claims and Disputes:**

A. Should the Service Provider suffer injury or damage to person or property because of any act or omission of the County or of any of its employees, agents or others for whose acts either is legally liable, claim shall be made in writing to the County within seven (7) days after the first observance of such injury or damage; otherwise, the Service Provider shall have waived any and all rights he may have against the County, or its employees, representatives and agents. A claim by the Service Provider shall be made in writing and submitted to the County Administrator, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Service Provider. This decision shall be final and binding unless within thirty (30) days from the date of such decision, an appeal is made to



the County Board of Supervisors pursuant to Section 15.2-1246 et seq. of the Code of Virginia (1950), as amended.

B. Should the County receive a claim against the Service Provider as a result of the Service Provider's performance under this contract, the County shall refer the claim to the Service Provider and the Service Provider shall be responsible to resolve said claim. The Service Provider shall be responsible to pay for any and all damages to property or grounds that result from the performance of this contract.

9. **Reports:** Service Provider shall complete, maintain, and submit to the County all records and reports and lists of services rendered when such services are rendered.

10. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure any and all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

11. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not employees of the County and are, therefore, not entitled to any benefits provided employees of the County.

12. **Taxes:** Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

13. **Non-Discrimination:** During the performance of the Contract, Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post

in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor. **The County of Warren does not discriminate against faith-based organizations.**

14. **Compliance with immigration laws.** The Service Provider agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

15. **Service Provider authorized to transact business in Virginia.** During the performance of this contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

16. **Drug-free Workplace.** During the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each

subcontractor or vendor; and (v) provide Vendor Certification Form including statement regarding prohibition of employing anyone on site that has been convicted of crimes against children..

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. **Termination for Cause:** This Contract may be terminated by the County upon fifteen (15) days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's.

18. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon fifteen (15) days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

19. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

20. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted



and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

**21. Insurance and Amount of Insurance Required:**

**General Liability:** \$5,000,000 each occurrence

**All policies must name the County as an Additional Insured, and must contain provisions preventing cancellation, non-renewal or expiration unless written Notice is given to the County at least 30 days in advance.**

**22. Indemnification:** Service Provider agrees to defend, indemnify and hold harmless the County and its officers, agents, designated volunteers and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of the Service Provider's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near County property or arising in any way out of or resulting from any work or items to be provided under the Contract. This includes, without limitation, any fines or penalties, violations of federal, state or local laws or regulations, personal injury, wrongful death, or property damage claims or suits.

**23. Entire Contract:** This Contract and the contract documents referenced in paragraph 24 herein constitute the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

**24. Additional Terms and Conditions:** The following attachments are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this Contract for Services, the Invitation for Bids, the Service Provider's Bid Proposal, and all Modifications issued after execution of this Contract for Services. These documents form the Contract, and are as fully a part of the Contract as if attached to this Contract for Services.

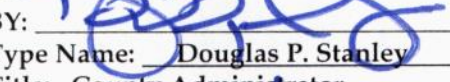
25. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.


26. **Severability:** If any portion of this Agreement shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Agreement intact.

27. **Enforcement:** This Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

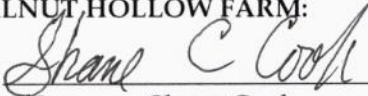
IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Contract as the day and year first above written.


COUNTY OF WARREN, VIRGINIA

BY:   
Type Name: Douglas P. Stanley  
Title: County Administrator  
Date: 6/12/2020

Attest:   
Type Name: Emily Ciarrocchi  
Title: Deputy Clerk  
Date: 6/12/2020

WALNUT HOLLOW FARM:

BY:   
Type Name: Shane Cook  
Title: Owner  
Date: 6/11/2020

Attest:   
Type Name: Shelley Hayes  
Title: Notary Public  
Date: 6/11/2020

APPROVED AS TO FORM:

  
CAITLIN W. JORDAN  
ASSISTANT COUNTY ATTORNEY

6/12/20  
Date





# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 7, 2022	I-9	Purchase of Self-Contained Breathing Apparatus (SCBA) & Transfer Request	

### **EXPLANATION & SUMMARY:**

The Department of Fire and Rescue Services seeks to purchase Self Contained Breathing Apparatus (SCBA), equipment.

The equipment was most recently purchased when Fire & Rescue obtained an Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency. This equipment was obtained to standardize and bring into NFPA and OSHA compliance the respiratory equipment utilized by our emergency responders.

This equipment was inside the Training and Continuing Education Center, which the fire destroyed on March 9, 2021, on ESA Lane.

Currently, staff recommends the purchase of new SCBA equipment through a cooperative contract awarded to Atlantic Emergency Solutions for \$88,150.00. A copy of the quote has been provided for your review

### **COST & FINANCING:**

The County of Warren, Department of Fire and Rescue Services received insurance funds from VACOPRP for the replacement of contents. The funds were distributed into multiple line items throughout the fire and rescue budget for the replacement of equipment lost in the fire incident. No new funds are requested to complete this request.

The cost of the equipment is quoted at \$88,150.00. Based on current market increases, the cost of replacement is higher than originally projected, however the Department can cover the cost through the transfer of various funds.

The Department currently has \$66,455.84 in the Volunteer Fire & Rescue fund. Staff is requesting the Board authorize the following interfund transfer:

<b>Currently Available in SCBA Program</b>	<b>32000 5631 - \$66,455.84</b>
<b>Transfer from Fire Programs to SCBA Program</b>	<b>32000 5629 - \$11,335.77</b>
<b>Transfer from Fire Operations to SCBA Program</b>	<b>35050 5902 - \$10,358.39</b>
<b>Total Purchase</b>	<b>32000 5631 - \$88,150.00</b>

### **PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors approve the purchase of Self-Contained Breathing Apparatus for \$88,150.00 from Atlantic Emergency Solutions on behalf of Warren County. I further authorize the County Administrator sign a purchase order to Atlantic Emergency Solutions for the acquisition of the SCBA Equipment in the amount of \$88,150.00.

OR

I move that the Board of Supervisors table the request for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER	PROCESSED BY:
James G. Bonzano, II, Fire Chief / Alisa Scott, Deputy Finance Director	(DESCRIBE)	



# QUOTATION



12351 Randolph Ridge Ln,  
Manassas, Va. 20109  
Toll Free 1 (800) 442-9700



TO: COUNTY OF WARREN  
ATTN: LIEUTENANT SIRNA  
200 SKYLINE VISTA DRIVE SUITE 200  
FRONT ROYAL, VA 22630

DATE: 5/18/2022

Thank you for allowing Atlantic Emergency Solutions to quote the following prices on the items you have requested. All quotes are subject to cancellation due to circumstances beyond our control. Prices quoted will be valid for a period of thirty (30) days, after which time they are subject to revision or withdrawal. This quote does not include any taxes which are in effect now or which may be imposed later. Shipping charges will be added, if applicable. If you have any questions, please call. We sincerely appreciate your business.

Quan.	Description	Each	Total
			0.00
			0.00
8	201215-22 / SCOTT SAFETY / AV-3000 HT 4-ST, KEV, M	408.34	3,266.72
8	28% Discount off List Cost per Prince William County, VA Contract# 5049672	-114.34	-914.72
12	201215-23 / SCOTT SAFETY / AV-3000 HT 4-ST, KEV, L	408.34	4,900.08
12	28% Discount off List Cost per Prince William County, VA Contract# 5049672	-114.34	-1,372.08
30	200129-01 / SCOTT SAFETY / CYL&VLV CARB 4.5 45MIN NXG	1,637.50	49,125.00
30	28% Discount off List Cost per Prince William County, VA Contract# 5049672	-458.50	-13,755.00
7	X8914025305304 / SCOTT SAFETY /X3PSC,4.5,UEBSS, PKTR	9,305.55	65,138.85
7	28% Discount off List Cost per Prince William County, VA Contract# 5049672	-2,605.55	-18,238.85
			0.00
			0.00
			0.00
			0.00
	Pricing extended via Contract 5049672 between the County of Prince		0.00
	William, Virginia, and Atlantic Amergency Solutions		0.00
			0.00
			0.00
			0.00
			0.00

FOB - Shipping Point of Origin / Best Way

<b>TOTAL</b>	<b>\$88,150.00</b>
--------------	--------------------

TERMS - Net 30 Days

*Thank you and we hope to be favored with your order!*

G.T. Parsons Equipment Sales Specialist  
18 Mountain Tyme Dr.  
Romney, WV 26757  
304-671-8558- CONTACT NUMBER  
304-822-5488-FAX NUMBER



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
June 7, 2022	I-10	Authorization to purchase EMS Treatments and Support Equipment	1 of 5

### EXPLANATION & SUMMARY:

The Department of Fire and Rescue Services requests to purchase equipment that will standardize EMS Transport Vehicles. This equipment will be placed on EMS Transports Vehicles which are not currently equipment with such devices. These devices have been previously outfitted on response vehicles commonly staffed at the advanced life support level or in high call volume units.

With the projected completion of the WCFR Paramedic Program, the Department foresees the need to provide such equipment on all staffed units. Additionally, volunteer dependent units (Fortsouth and Shenandoah Shores) will also be provided this equipment due to staffing levels and the equipment will be made available to the Chester Gap VFD; thus, providing and making this life saving equipment available and standardized across the entire EMS response fleet.

Staff recommends the Board authorize the interfund transfer and cooperative purchase of life saving standardized (2) LUCAS 3, v3.1 Chest Compression Systems and support equipment, (6) McGrath MAC EMS Video Laryngoscopes and support equipment, and the seven (7) year ProCare LUCAS preventative service in the amount of \$67,484.60 based on firm fixed pricing per the NASP Contract No. OK-SW-300.

### COST & FINANCING:

The cost of the equipment and service agreement total \$67,484.60. The department currently has a balance of \$47,000 in EMS Operating for FY22. Staff is requesting the Board authorize the following interfund transfers:

Currently Available in Equipment Standardization	35050-5630 - \$13,000.00
Transfer from EMS Fund	35050-5626 - \$7,484.60
Transfer from EMS Operating	35050-5903 - \$47,000.00
<b>Total Purchase from Equipment Standardization</b>	<b>35050-5630 \$67,484.60</b>

### PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the interfund transfers of \$20,484.60 for the purchase of the LUCAS and McGrath standardized EMS Transport Vehicle Equipment and preventative service agreement for \$67,484.60. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney to purchase the LUCAS and McGrath equipment per the firm fixed priced cooperative contract with NASPO on behalf of the County.

OR

I move that the Board of Supervisors table the request for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (Describe)	PROCESSED BY:
James G. Bonzano II, Fire Chief  Alisa Scott Deputy Finance Director		



## McGrath, LUCAS Quote

Quote Number: 10506199

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: WARREN COUNTY FIRE AND RESCUE

Rep:

Erin Riggle

Attn: Mickey Sirna

Email:

erin.riggle@stryker.com

msirna@warrencountyfire.com

Phone Number:

(540) 635-2540

Mobile:

(410) 307-7052

Quote Date: 05/27/2022

Expiration Date: 08/25/2022

### Delivery Address

Name: WARREN COUNTY FIRE AND RESCUE

Account #: 1180134

Address: 220 N COMMERCE AVE

FRONT ROYAL

Virginia 22630

### End User - Shipping - Billing

Name: WARREN COUNTY FIRE AND RESCUE

Account #: 1180134

Address: 220 N COMMERCE AVE

FRONT ROYAL

Virginia 22630

### Bill To Account

Name: WARREN COUNTY FIRE AND RESCUE

Account #: 1180134

Address: 220 N COMMERCE AVE

FRONT ROYAL

Virginia 22630

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	\$13,876.50	\$27,753.00
2.0	11576-000060	LUCAS Desk-Top Battery Charger	2	\$994.50	\$1,989.00
3.0	11576-000071	LUCAS External Power Supply	2	\$418.00	\$836.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	\$605.20	\$1,210.40
6.0	11996-000393	McGRATH MAC EMS Video Laryngoscope	6	\$2,392.50	\$14,355.00
7.0	11996-000394	McGRATH MAC EMS Video Laryngoscope 3.6V Battery	6	\$52.20	\$313.20
Equipment Total:					\$46,456.60

### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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### ProCare Products:



## McGrath, LUCAS Quote

Quote Number: 10506199

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: WARREN COUNTY FIRE AND RESCUE

Chicago, IL 60673-3308

Attn: Mickey Sirna

Rep: Erin Riggle

msirna@warrencountyfire.com

Email: erin.riggle@stryker.com

(540) 635-2540

Phone Number:

Mobile: (410) 307-7052

Quote Date: 05/27/2022

Expiration Date: 08/25/2022

#	Product	Description	Years	Qty	Sell Price	Total
5.1	78000703	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	7	2	\$10,514.00	\$21,028.00
ProCare Total:						\$21,028.00

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$67,484.60

### Comments:

Pricing in accordance with NASPO Contract OK-SW-300.

Prices: In effect for 30 days

Terms: Net 30 Days

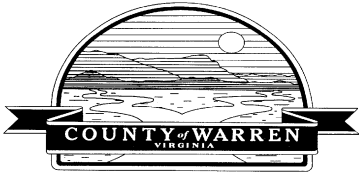
Contact your local Sales Representative for more information about our flexible payment options.



**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
June 7, 2022	I-11	Authorization to Purchase Fire & Rescue Physicals and Carryover Funds for FY22 to FY23	
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>During FY22, The Warren County Board of Supervisors approved funding for “Phase 1 Employee Physicals Program” for fulltime operational employees of the Fire &amp; Rescue department.</p> <p>As a recap of the initiative, the department originally sought to achieve the National Fire Protection Association (NFPA) 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments. The purpose of the NFPA 1582 physical is to reduce the likelihood of suffering a preventable line-of-duty death or debilitating injury or medical event in the course of the employee performing duties as a first responder. NFPA physicals have identified potentially fatal underlying conditions.</p> <p>Currently, the department seeks to implement “Phase 2 and Phase 3 Employee Physicals Program”, which will include all part-time employees and volunteer responders of the department in addition to the fulltime operational employees.</p> <p>To fund Phase 2 and 3, the department seeks to carryover funds from FY22 to FY23 in advance of all FY22 carryover funds in order to obtain a schedule. The department evaluated the cooperative contract with Newport News and reviewed their firm fixed pricing 1582/1583 and Wellness Cancer Screening, a new program that is offered by the vendor Life Scan Wellness Centers. This product has been identified as a more encompassing wellness check at a lower price currently being paid by the department.</p> <p>Staff recommends the Board review and approve the award for firm fixed pricing on Professional Services, Occupational Health Services based upon pricing per the Newport News, Virginia Cooperative Contract No. 22-0673-02. The contract, price quote and scheduling agreements have been attached for your review.</p> <b><u>COST &amp; FINANCING:</u></b> <p>The Department budgeted \$50,000 in its FY22/23 budget request and projects a remaining balance of \$26,000.</p> <p>The cost of the program from Life Scan Wellness Centers is \$600.00 per employee with an estimated 60 employees projected to receive physicals.</p> <p>FY22 to FY23 Carryover request: Employee Physicals 35050 5850 - \$26,000</p> <b><u>PROPOSED OR SUGGESTED MOTION:</u></b> <p>I move that the Board of Supervisors approve the transfer of twenty-six thousand dollars from Fiscal Year 2022 to Fiscal Year 2023 for the purchase of Occupational Health Services from Life Extension Services, Inc. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney to purchase the Occupational Health Services from Life Extension Services, Inc. on behalf of the County.</p> <p>OR</p> <p>I move that the Board of Supervisors table the request for further discussion.</p>			
<b>SUBMITTED BY:</b> James G. Bonzano II, Fire Chief / Alisa Scott, Deputy Finance Director	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> <b>APPROVED</b> <input type="checkbox"/> <b>OTHER (Describe)</b>		<b>PROCESSED BY:</b>

<b>LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM 2022</b> <b>PRICE QUOTE: Warren County Fire Department</b> Warren County, VA <b>Gerry R. Maiatico, Fire Marshal / Training</b> May 3, 2022 Number of Firefighters: 60	
<b>Public Safety Annual Physical</b>	
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Sleep Disorder Evaluation, Epworth Sleep Scale	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Titmus Occupational Vision with Peripheral, Depth Perception, and Color	Included
Breast Exam with Self-Exam education	Included
Personal Consultation with review of testing results	Included
<b>Laboratory Tests:</b>	
Comprehensive Metabolic Panel, Blood Chemistry	Included
Complete Blood Count, Hematology Panel	Included
Hemoccult Stool Test for Colon Cancer Screening	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
PSA (Prostate cancer marker, Men)	Included
Testosterone (Men)	Included
<b>Ultrasound Screenings (Early Detection of Heart Disease and Cancer):</b>	
Echocardiogram (Heart Ultrasound)	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasounds	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Prostate Ultrasound	Included
Testicular Ultrasound	Included
Ovaries and Uterus Ultrasounds	Included
<b>Cardiopulmonary Testing</b>	
Cardiac Stress Test (Treadmill with 12 lead, sub-maximal, Bruce Protocol)	Included
EKG, 12 Lead	Included
Spirometry, PFT Lung Capacity	Included
OSHA Respirator Medical Clearance	Included
<b>Fitness Evaluations per NFPA 1583~IAFF/IAFC Wellness Fitness Initiative:</b>	
Fitness tests for muscular strength & endurance	Included
Sit and Reach, Planking, Grip Strength,	Included
Sit Up Test, Wall Sit, Flexibility	Included
VO2 Max Calc for Aerobic Capacity	Included
Body Weight and Composition	Included
Personal Fitness Rx	Included
Personal Wellness Plan with recommendations	Included
<b>LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM 2022 TOTAL COST</b>	<b>\$600.00</b>

	Line Item COST
<b><i>OTHER Tests Available:</i></b>	
Chest X-Ray, 2 view with radiologist review	\$80.00
Lumbar X-Ray, 2 view with radiologist review	\$80.00
Hazmat Cholinestrese	\$81.00
Hazmat Heavy Metals	\$81.00
Hepatitis A Screening Test	\$60.00
Hepatitis A Titer	\$38.00
Hepatitis B Screening Test	\$60.00
Hepatitis B Titer	\$38.00
Hepatitis C Screening Test	\$60.00
HIV Test, Gen 4	\$29.00
PPD TB Skin Test	\$29.00
QuantiFeron TB Blood Test	\$72.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	\$32.00
Tdap (Tetanus, Diphtheria, Pertussis) Vaccine, single dose	\$86.00
MMR Booster	\$86.00
MMR Titer	\$86.00
Varicella Vaccine	\$24.00
Varicella Titer	\$128.00
Polio Booster	\$33.00
Polio Titer	\$64.00
OSHA Respirator Mask Fit Testing (Portacount)	\$44.00
Drug Screen, I CUP	\$51.00
Drug Rescreen with confirmation	\$58.00
Medical Review Officer (MRO) as indicated/secondary review	\$117.00
Phlebotomist (Blood Draw) Fee	\$22.00

Pricing effective through 2022 subject to annual medical index increase.

#### **45 Minimum Appointments**



## DEPARTMENT SCHEDULING AND ADDITIONAL TESTING AGREEMENT

Year: 2022

Department Name: Warren Co Fire, VA

Address: 200 Skyline Vista Dr, Suite 2000 Front Royal, VA 22630

Contact Name: Captain Gerry Maiatico

Email: gmaiatico@warrencountyfire.com

Office Phone: 540-636-3830

Cell Phone: 540-327-1397

Location for physicals: 5050 Stokes Airport Rd. Front Royal, VA 22630

Set up: 7:30am, start at 8:30am      Number of physicals: 60      Number of days: 7

Blood Draws: RX to Station, members to go to local Lab Corp at least 10 days before their physicals

Type of Contract or Agreement: ☐ RFP/Contract    ☐ Sole Source    ☐ Piggyback

Contract /Agreement Dates: 11/28 – 12/6/2022

Life Scan Base Price: \$600.00

Additional Labs and Tests: Check if agreed to additional tests/labs

Yes	Test/Lab	Price	Qty	Notes
x	WIFI REQUIRED			
x	Fit for Duty			Sent to: Captain Gerry Maiatico

**Client Agreement: As an authorized representative I have reviewed and agree to these terms, dates, additional tests, labs, and pricing.**

Client Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Life Scan Representative Name and Title: Jennifer Connelly – Administrative Director

Requirement: 3 private rooms (10 x 10 is sufficient), one room needs to have a treadmill with at least a 15% incline. Each room should have a trash can and a small table and two chairs if possible.

\*\*\*About 6 weeks before your departments physicals you will receive an email from Haley with all of your physical paperwork and information, including lab scripts.





## DEPARTMENT SCHEDULING AND ADDITIONAL TESTING AGREEMENT

Year: 2023

Department Name: Warren Co Fire, VA

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Type of Contract or Agreement: ☐ RFP/Contract    ☐ Sole Source    ☐ Piggyback

Contract /Agreement Dates: 11/27 – 12/5/2023

Life Scan Base Price: \$600.00

Additional Labs and Tests: Check if agreed to additional tests/labs

Yes	Test/Lab	Price	Qty	Notes
x	WIFI REQUIRED			
x	Fit for Duty			Sent to: Captain Gerry Maiatico

**Client Agreement: As an authorized representative I have reviewed and agree to these terms, dates, additional tests, labs, and pricing.**

Client Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Life Scan Representative Name and Title: Jennifer Connelly – Administrative Director

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\*\*\*About 6 weeks before your departments physicals you will receive an email from Haley with all of your physical paperwork and information, including lab scripts.



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/07/2022	I-12	Zoning Ordinance Amendment – Z2022-03-02 An ordinance to amend Sections §180-8 <i>Definitions</i> , §180-21 <i>Agricultural District</i> , and §180- 30.1 <i>Abattoir (Poultry)</i> (supplemental regulation) of the Warren County Code.	1 of 1

### **EXPLANATION & SUMMARY:**

The applicants for this text amendment, Justina and Maureen Sager, who operate Flo-Ray Farm located at 1140 Ashby Station Road in the Rockland area of the County. The farm is owned by Mr. Sager's father and mother Earl and Sherry Lynn Sager. The property is zoned Agricultural and identified on tax map# 5 as parcel 8 and is included in the Rockland Agricultural and Forestal district.

The applicants have submitted an overview of the proposed Abattoir for poultry which are raised and slaughtered on their property. They plan to raise them in portable "chicken tractors" also called broiler shelters which will be moved on a daily basis to distribute the nutrient waste generated from each shelter. They plan on starting with three of these units and will rotate them throughout the farm keeping a setback of 100' from the property line.

For three years they have raised and butchered chickens for their own use for non-commercial distribution to family and friends. They are requesting the text amendment so that they can sell their product at local Farmer's markets, retail stores, and larger farms which market to the public free-range raised chickens.

They intend to slaughter no more than 1,000 poultry per year and will average 150 per cycle which equates to ten events per year in which the slaughtering will take place. According to the applicants this will occur from March to October.

Portions of this draft ordinance's supplemental regulations were taken from the Confined Feeding Operations ordinance.


See attached application, overview of the land-use request, supplemental regulations and information, and definition.

### **PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize the proposed zoning text amendment for an Abattoir (Poultry) for advertisement for a public hearing.

OR

I move that the Planning Commission table the proposed amendment for discussion at a work session.

SUBMITTED BY:	DISPOSITION OF COMMISSION:	PROCESSED BY:
Matt Wendling CFM Deputy Planning Director County Floodplain Manager 	<input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (Describe)	

AN ORDINANCE TO ADD THE DEFINITION OF ABATTOIR (POULTRY) IN SECTION 180-8 AND AS AN ACCESSORY USE BY-RIGHT TO 180-21.C AND ADD SUPPLEMENTAL REGULATIONS PERTAINING TO POULTRY ABATTOIRS IN 180-30.1

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8, 180-21 and 180-30.1 of the Warren County Code (Zoning) be amended, added, and re-ordained as follows:

Chapter 180. Zoning

Article II. Application

§ 180-8. Definitions.

- A. General usage...
- B. Interpretation by Zoning Administrator...
- C. Definitions of words and terms. As used in this chapter, the following words and terms shall have the meanings indicated:

**ABATTOIR (POULTRY)**

**A structure where poultry is slaughtered and prepared for distribution. The facility is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, or storage of the product on the premises.**

§ 180-21. Agricultural (A) District.

- A. Statement of intent...
- B. Uses permitted by right...
- C. Accessory uses permitted by right. Accessory uses permitted by right shall be as follows:

...

**(9) ABATTOIR (POULTRY)**

**§ 180-30.1. ABATTOIR (POULTRY)**

- A. **Statement of intent. This section describes regulations for an exempt poultry abattoir which is permitted by right in the Agricultural District.**
- B. **Requirements. Except as otherwise provided in this chapter, an exempt poultry operation initiated after the enactment of this section which exceeds the slaughtering of more than 1,000 animals per calendar year shall constitute a violation of this chapter. A confirmation letter from the Virginia Department of Agricultural and Consumer Services recognizing the property owner's farm and poultry abattoir as meeting the standards for exemption for the raising, slaughtering and processing of 1,000 birds or less per year shall be required with the submission of the application.**
- C. **Definitions. As used in this section, the following terms shall have the meanings**

indicated:

#### EXEMPT POULTRY ABATTOIR

A structure where poultry is slaughtered, processed, packed and labeled for distribution. The facility is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, or storage of the product on the premises. The number of slaughtered fowl or birds shall not exceed 1,000 animals per calendar year.

#### NUTRIENT

Poultry excrement, litter, offal, innards, feet, heads, feathers and/or waste.

#### POULTRY

Includes all domestic fowl and game birds raised in captivity.

#### RECREATIONAL POND OR LAKE

Any pond or lake which is used for fishing, boating, swimming or any other recreational activity.

- D. Structures used for an exempt poultry abattoir operation shall be located no closer than:
- (1) Five hundred feet to any structure designed to be occupied as a residence, excluding any residence owned by the applicant.
  - (2) Five hundred feet to any residential zoning district, school, church, community center or commercial business establishment or industry or any other structure designed for public occupancy.
  - (3) Five hundred feet to any boundary of a town within the County.
  - (4) One hundred feet to any adjacent property where existing agricultural operations are being pursued.
  - (5) Two hundred feet to any primary highway, secondary highway, roadway or other right-of-way for passage.
  - (6) Three hundred feet to any recreational pond, lake, river, creek, spring, reservoir or any public water supply system, including but not limited to community wells.
  - (7) One hundred feet to the property owner's private water supply system, including but not limited to a well or cistern.
- E. The property owner shall have their well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
- F. All exempt poultry abattoir operation shall be on a parcel of 20 acres or more under a single ownership. In addition, the applicant shall meet all other requirements of this section.
- G. Limitations on structures for an exempt poultry abattoir operation. There shall be no more than one structure for the use as a poultry abattoir on the property.
- H. Site plan required. Each application for a exempt poultry abattoir shall be accompanied by a site plan of the entire parcel with location of proposed facility drawn to scale and in sufficient detail to show that the proposed abattoir operation meets all applicable setback requirements of this section and showing the direction and distances

to nearest residences, adjacent zoning districts, platted residential subdivisions, rural service areas, mobile home parks, public schools, recreation areas, wells, springs and water intakes listed under other required setbacks.

I. Filing of nutrient management form. An exempt poultry abattoir property owner shall file with the Zoning Administrator a nutrient management form containing the following information, prior to obtaining a certificate of zoning and/or a building/agricultural permit:

- (1) Number of poultry to be raised per year.
- (2) Estimated number of cubic yards of poultry waste to be generated annually.
- (3) Cubic yards of poultry waste to be stored and composted on the operation's premises annually.
- (4) Description of method of composting and identify the location of the poultry waste and wastewater by-product where this is stored.

J. Plan for nutrient storage site.

- (1) An application for an exempt poultry abattoir operation shall contain a plan for the nutrient storage site which shall satisfactorily demonstrate that the nutrient storage site:
  - (a) Is not located in a stormwater drainage area.
  - (b) The location is shown on the site plan.
  - (c) Does not encroach on the property's septic system.
  - (d) Has sufficient capacity to accommodate 100% of the waste produced by the operation on the parcel during the time in which slaughtering occurs.
  - (e) Is located on the same parcel as the facility to which it is an accessory use.
  - (f) Shall not be stored within five hundred feet of a neighboring residential dwellings, excluding any residence owned by the applicant. Dead fowl or birds shall be removed according to best nutrient management practices.
- (2) There shall be three copies of the plan submitted to the Zoning Administrator. The Zoning Administrator will forward two of those copies to the Lord Fairfax Soil and Water Conservation District and the Virginia Tech Cooperative Extension Animal Science agent to review the proposed plan for nutrient storage within 30 days. Upon review and approval of the plan, a certificate of zoning will be issued for the operation.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**





WARREN COUNTY  
Zoning Ordinance - Text Amendment

Application Number: 22022-03-02  
Date Received: 3/31/2022  
Fee Amount: \$ 250.00

Applicant:

Justin Sager  
Name

1140 Ashby Station Road  
Address

Front Royal  
City

VA  
State

22630  
Zip

540-514-4085  
Primary Contact Number

Maneu Sager

Zoning Text Amendment(s) Requested:

A. Sections to be amendment: 180-8, 180-22, 180-45.2

B. Requested changes to the ordinance: Poultry processing/abattoir -  
small scale

Office Use Only:

C. Authorized for advertisement: \_\_\_\_\_

D. Public hearing date: \_\_\_\_\_

E. Planning Commission approval/denial date: \_\_\_\_\_

F. Board of Supervisors authorized for advertisement: \_\_\_\_\_

G. Board of Supervisors public hearing date: \_\_\_\_\_

H. Board of Supervisors approval/denial date: \_\_\_\_\_

# **|| FLO-RAY FARM**

1140 Ashby Station Road

Front Royal, VA 22630

## **OVERVIEW**

### **1. Project Background and Description**

We are a small family farm located in Warren County, VA. We are passionate about sustainable farming, stewarding the land and raising animals they way they were intended to be raised. Our focus on pastured poultry.

### **2. Project Scope**

We plan on raising our poultry on pasture in 10'X12' Salatin style "chicken tractors" or broiler shelters (plans attached) from March to October. Poultry would be butchered on site by our family with our own equipment with basic sanitary standards. Equipment pulled out the day of processing and put away after completion. All packaged poultry would be labeled properly with the farm name, address, required food handling warnings and the "Exempt Public Law 90-492" required by the office of meat and poultry. Poultry to be sold direct to the consumer as well as other farms and a large portion is for our families own personal use.

### **3. Project Scale**

No more than 1000 birds throughout the season, allowing us to fall under the 1,000 limit exemption from the Department of Agriculture and Consumer Services office of Meat and Poultry.

### **4. USDA Inspection/Exemptions**

Under the USDA poultry exemption, we would be exempt from and inspection under the 1,000-limit exemption. (Exemption letter attached)

## **5. Affected Parties**

I believe this business venture will have little to no affect on any adjoining properties, if anything it will allow people a place to get good quality chicken raised and processed humanely. The process of which we are doing this is the same whether we raise 25 birds for ourselves or 1000 birds for ourselves and others.

## **6. Description of Property**

We are on 89 acres in the Rockland district zoned for agriculture. We would raise and process the birds in our own pastures 100 feet from any dwelling or property line. Processing done with our own equipment on a concrete slab on our property. See attached plat maps for general outline of locations.

## **7. Disposal of Waste**

There would be minimal disposal of waste as we utilize as much of the bird as possible but what minimal waste there is i.e blood, innards, feathers and heads would be composted in a compost pile also on our property which will be added to other organic material such as grass clippings, leaves, etc. to break down and become soil for our gardens. Location of compost pile also attached.

### **Benefits of this method of raising poultry:**

- Moving the poultry everyday over an area allows the manure to be evenly distributed and break down before the shelter is ever back on the same location allowing the pasture to not only rest but giving it beneficial nutrients to allow it to thrive.
- The even distribution of the manure allows little to no smell.
- Chickens can have access to fresh pasture without being completely 'free range' which leaves them vulnerable to predators and other threats. Which ultimately leads to a better-quality finished product.
- Processing of poultry is a relatively small-scale job and requires little to no equipment allowing us to pull out what we need the day of and put it away after completion.



# COMMONWEALTH of VIRGINIA

*Joseph Guthrie*  
Commissioner

## Department of Agriculture and Consumer Services

Division of Animal & Food Industry Services

*Office of Meat & Poultry Services*

PO Box 1163, Richmond, Virginia 23218

Phone: 804/786-4569 • Fax: 804/371-7792 • Hearing Impaired: 800/828-1120

[www.vdacs.virginia.gov](http://www.vdacs.virginia.gov)

February 23, 2022

Justin Sager  
1140 Ashby Station Rd  
Front Royal, VA 22630

Dear Mr. Sager:

The Virginia Office of Meat and Poultry Services recognizes your participation in the "Less Than 1,000 Bird Exemption" detailed in The Code of Federal Regulations; Chapter 9; Section 381.10C.

You are expected to produce a healthy bird, slaughter and process each bird using basic sanitary standards. Packaged birds must be labeled with the following information: Name of farm or business, address, the statement "Exempt Public Law 90-492" and the safe handling label for uninspected birds. Your birds can only be sold in Virginia.

If you exceed 1,000 birds processed in a year you will need to apply for a 20,000 bird exemption permit. Processing over 20,000 birds per year requires inspection.

If you have any questions feel free to contact our office at (804) 786-4569.

Sincerely,

*Susan R. Skelton*

Susan R. Skelton  
Program Support Technician Senior

Enclosure(s): Pages 9, 23 & 24 of USDA document: Guidance for Determining Whether a Poultry slaughter or Processing Operation is Exempt from Inspection Requirements of the Poultry Products Inspection Act.

Safe Handling Instructions example (label)

Warren County, VA  
Wednesday, February 9, 2022

## Chapter 180. Zoning

### Article V. Supplementary Regulations

#### § 180-43.1. Confined feeding operations.

[Added 9-19-1995]

- A. Statement of intent. This section describes regulations for confined feeding operations which are permitted by right in the Agricultural District.
- B. Definitions. As used in this section, the following terms shall have the meanings indicated:

##### **CONFINED FEEDING OPERATION**

A structure for the exclusive occupancy of livestock or poultry which are not permitted to graze, roam or exercise outside of the structure. Within this definition are poultry houses, hog houses, hog lots and similar operations, as well as all accessory uses and/or structures pertinent to the feeding operation including feed storage bins, litter storage sites, incinerators, disposal pits and cold storage chests.

##### **LIVESTOCK**

Animals raised for use, profit or enjoyment, including horses, ponies, buffalo, cattle, sheep, goats, hogs and other similar domesticated animals related to agricultural pursuits.

##### **NUTRIENT**

Livestock and/or poultry excrement, litter and/or waste.

##### **POULTRY**

Includes all domestic fowl and game birds raised in captivity.

##### **RECREATIONAL POND OR LAKE**

Any pond or lake which is used for fishing, boating, swimming or any other recreational activity.

- C. Every confined feeding operation initiated after the enactment of this section (September 19, 1995) shall be located no closer than:
  - (1) Six hundred feet to any structure designed to be occupied as a residence, excluding any residence owned by the applicant desiring to establish a confined feeding operation.
  - (2)

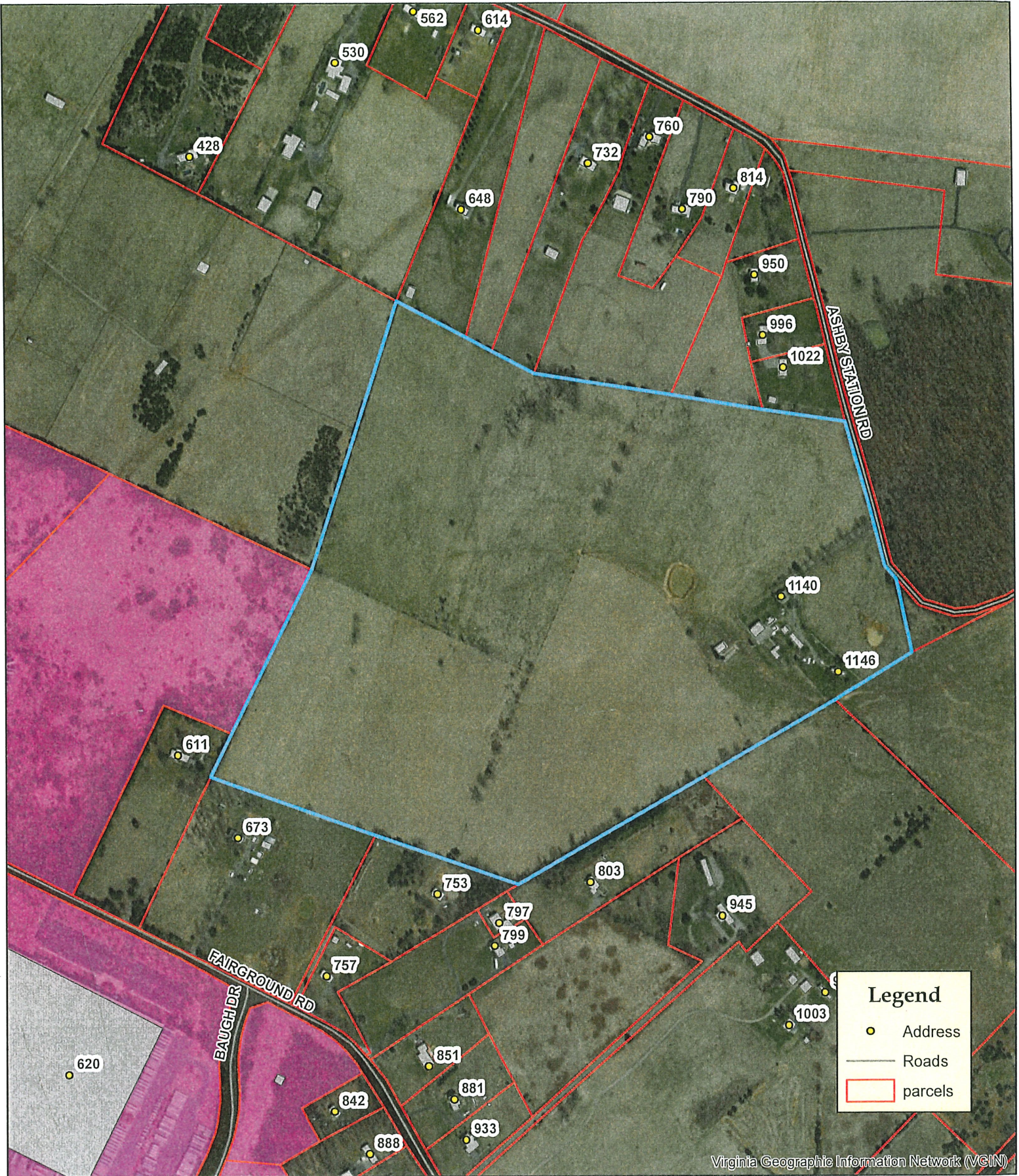


Six hundred feet to any residential zoning district, school, church, community center or commercial business establishment or industry or any other structure designed for public occupancy.

- (3) One thousand feet to any boundary of a town within the County.
  - (4) One hundred feet to any adjacent property where existing agricultural operations are being pursued.
  - (5) Two hundred feet to any primary highway, secondary highway, roadway or other right-of-way for passage.
  - (6) Three hundred feet to any recreational pond, lake, river, creek, spring, reservoir or any public or private water supply system, including but not limited to wells or cisterns.
- D. All confined feeding operations shall be built on a parcel or adjoining and contiguous parcels of 10 acres or more under a single ownership. In addition thereto, the applicant shall meet all other requirements of this section.
- E. Limitations on number of confined feeding operations. No more than three confined feeding operations, as defined in this section, built on a parcel or adjoining parcels under a single ownership, shall be constructed within a period of one year. For the purpose of this section and for the purpose of not circumventing the intent of this section, any member of a family living in the same household or of a firm, corporation, partnership or other business entity who has a substantial financial interest in such shall not be allowed to construct more than three confined feeding operations within any one-year period.
- F. Plat required. Each application for a confined feeding operation shall be accompanied by a plat of the entire parcel with location of proposed facility drawn to scale and in sufficient detail to show that the proposed confined feeding operation meets all applicable setback requirements of this section and showing the direction and distances to nearest residences, adjacent zoning districts, platted residential subdivisions, rural service areas, mobile home parks, public schools, recreation areas, wells, springs and water intakes listed under other setbacks.
- G. Filing of nutrient management form. A confined feeding operation shall file with the Zoning Administrator a nutrient management form containing the following information, prior to obtaining a certificate of zoning and/or a building/agricultural permit:
- (1) Number of animals or poultry to be raised per year.
  - (2) Number of tons of animal or poultry waste to be generated.
  - (3) Number of tons of animal or poultry waste to be removed from the confined feeding operation premises to areas outside of the County of Warren.
  - (4) Description of use of animal or poultry waste in the County of Warren, Virginia, including number of tons of waste to be applied to number of acres of land.
- H. Plan for nutrient storage site.
- (1) An application for a confined feeding operation shall contain a plan for the nutrient storage site which shall satisfactorily demonstrate that the nutrient storage site:
    - (a) Is located on an impermeable base.

- (b) Is out of all drainageways.
  - (c) Is protected from the elements.
  - (d) Has sufficient capacity to accommodate 100% of the waste produced by the operation on the parcel during the time in which the maximum number of cleanouts of such facilities may occur.
  - (e) Is located on the same parcel as the facility to which it is an accessory use.
  - (f) Meets the setback requirements of this chapter.
  - (g) Is protected from the elements.
- (2) There shall be two copies of the plan submitted to the Zoning Administrator. The Zoning Administrator will forward one of those copies to the Lord Fairfax Soil and Water Conservation District or the United States Department of Soil Conservation to review the proposed plan for nutrient storage. Upon review and approval of the plan, a certificate of zoning will be issued for the confined feeding operation.
- I. Waste shall not be stored closer to homes (other than the owner's) than the setback requirement of 600 feet. Dead birds or animals shall be removed from the waste according to all applicable laws and regulations prior to storage.





**Earl Braden Sager III Property**  
**1140 Ashby Station Rd., Front Royal**  
**TM#5---8\_ Acreage = 89 A**  
**Zoning = Agricultural (A)**

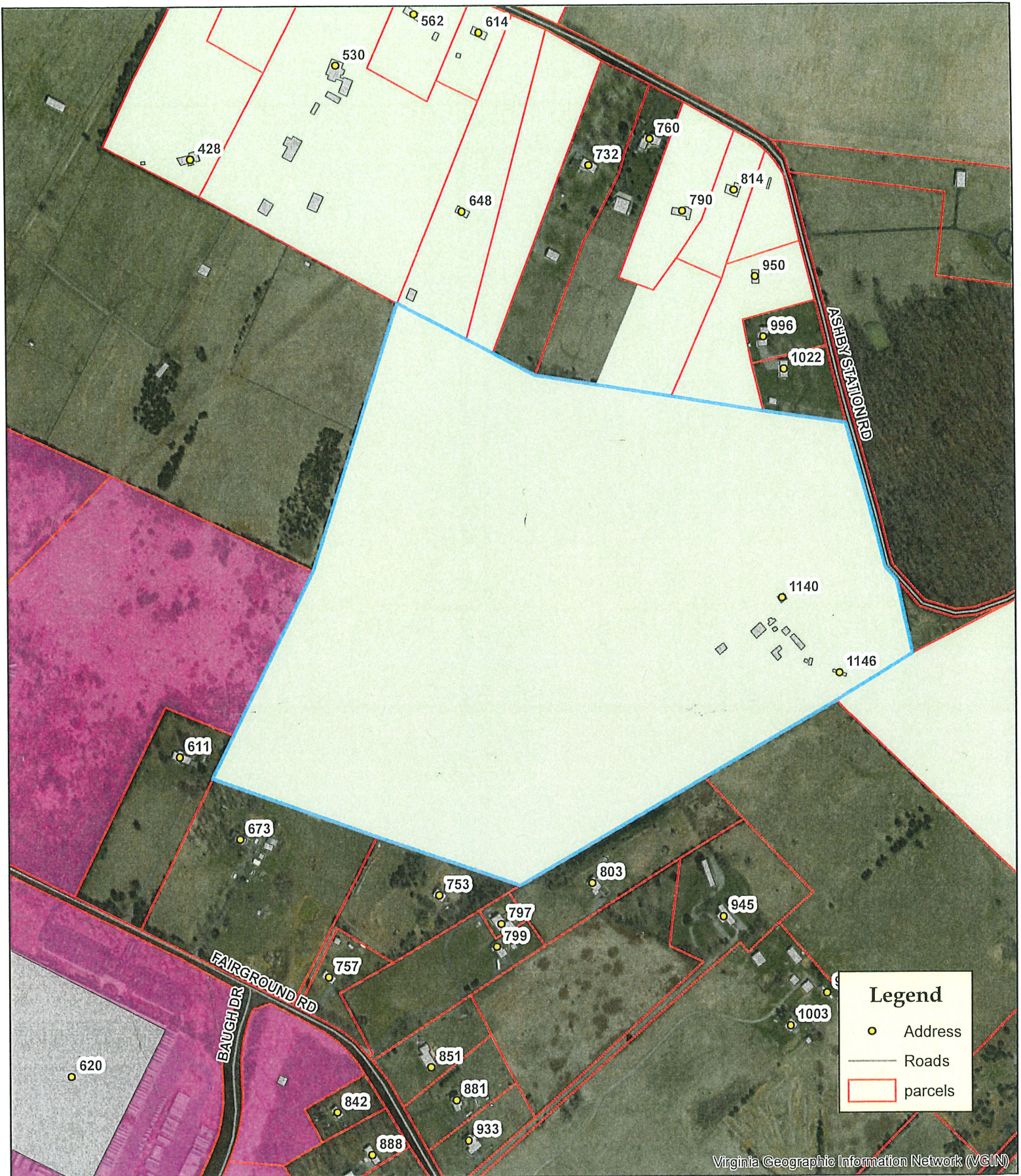


1 in = 500 feet

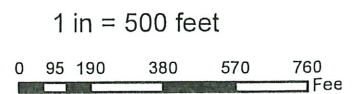
0 95 190 380 570 760 Feet

Permits maintained by Warren County GIS. While data is continuously updated from surveyed plots, this data is for representational purposes only and accuracy reflected in not that of a professional survey. The County does not warrant the accuracy thereof, all data and maps are accepted and used with all risks, and all warranties, express and implied, including a warranty of merchantability or otherwise for a particular purpose or otherwise, are hereby expressly disclaimed by Warren County.



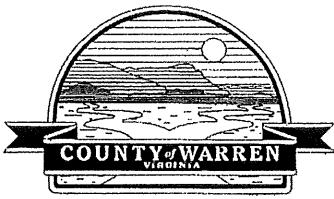


**Earl Braden Sager III & Sherry Lynn Property**  
**1140 Ashby Station Rd., Front Royal**  
**TM#5---8\_ Acreage = 89 A**  
**Zoning = Agricultural (A)**  
**Rockland Ag-Forestal**



Products maintained by Virginia County GIS. While data is continuously updated from surveyed plots, this data is for representational purposes only and accuracy is not that of a professional survey. The County does not warrant the accuracy thereof, all data and maps are accepted and used with all risks, and all warranties, express and implied, including a warranty of merchantability or otherwise for a particular purpose are all hereby, use hereby expressly disclaimed by Virginia County.





# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> 06/07/2022	<b>ITEM</b> I-13	<b>SUBJECT:</b> Conditional Use Permit #2022-03-06 Patricia A. Brown <i>Private Use Camping (Non-Commercial)</i>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> See attached application and staff report. General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards: <ol style="list-style-type: none"><li>1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.</li><li>2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.</li><li>3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.</li><li>4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.</li><li>5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.</li><li>6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:<ol style="list-style-type: none"><li>a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.</li><li>b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.</li><li>c) Provide for adequate parking and ingress and egress to public streets or roads.</li><li>d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.</li><li>e) Prevent such use from changing the character and established pattern of development of the community.</li></ol></li></ol>		



**PLANNING COMMISSION STATUS:**

On Wednesday, May 11, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Longo and approved by the Planning Commission by a vote of 3-1.

**RECOMMENDED CONDITIONS:**


Staff recommends that if the Board of Supervisors is going to approve of this request that the following conditions should be applied:

1. The applicant shall comply with all Warren County Health Department regulations and requirements.
2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.
3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.
4. The accessory building shall meet all requirements of the Residential-One Zoning District and the Floodplain Overlay District.
5. The use of major recreational vehicles for private use camping on the property shall be prohibited.
6. The applicant shall be limited to no more than four organized noncommercial camping events for local community groups per calendar year, provided that no event exceeds three days in duration. The applicant shall notify Planning Department staff prior to any organized noncommercial camping event. The property boundaries shall be clearly marked throughout the duration of each organized noncommercial camping event.

**PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for Private Use Camping for advertisement of a public hearing.

**SUBMITTED BY:**

Chase Lenz,   
Zoning Administrator

**DISPOSITION OF BOARD:**

☐ APPROVED    ☐ OTHER (Describe)

**PROCESSED  
BY:**



**Conditional Use Permit: 2022-03-06 / Private Use Camping**

**Patricia A. Brown, Current Owner/Applicant**

**Prepared: February 25, 2022**

**Staff Contact: Chase Lenz, Zoning Administrator**

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### **SUMMARY OF REQUEST**

The applicant is requesting a conditional use permit for private use camping on a vacant lot in the Massanutten View subdivision, a portion of which is located in the Special Flood Hazard Area (SFHA). Ms. Brown purchased the property in April 1996 and her son's family owns and lives at the adjacent property. She would like for her family to be able to use the property for camping and recreational activities on the weekends during the summer and fall seasons. Her family is involved with local Cub Scouts, Boy Scouts, and American Heritage Girls troops and she would like to be able to host a non-commercial weekend camp on the property twice per year.

Approval of the conditional use permit would also bring the existing shed on the property into compliance with the Warren County Code §180-31D(4). For a vacant lot in the Residential-One Zoning District located in the SFHA, an approved conditional use permit for private use camping allows for an accessory structure used solely for the storage of property maintenance and recreation equipment to be located on the lot without a single-family dwelling. The conditional use permit would allow the applicant to park and use up to two recreational vehicles or campers on the lot for up to 180 consecutive calendar days.

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### **PROPERTY INFORMATION**

Property Location: Misty Meadow Lane  
Tax Map ID: 41A-----14  
Magisterial District: South River  
Subdivision: Massanutten View  
(Recreational)

City: Bentonville  
Zoning: Residential-One (R-1)  
Acres: 2.66 Acres  
Existing Land Use: Vacant Lot

### **SURROUNDING ZONING DISTRICTS & USES**

North: Agricultural (A)	Use: Forest and Pasture with Single-Family Dwelling
South: Agricultural (A), Shenandoah River	Use: Forest, Shenandoah River
East: Residential-One (R-1)	Use: Single-Family Dwelling
West: Residential-One (R-1)	Use: Single-Family Dwelling

### **PROPERTY HISTORY**

This property has not had any previous conditional use permits issued for uses in the Residential-One zoning district. During the most recent Community Assistance Visit with FEMA staff in March of 2019, an unpermitted shed within the SFHA was observed on the subject property during a review of the floodplain in the area. The property owner resolved the violation of the Floodplain Overlay District permit requirement by moving the shed out of the floodplain. Ms. Brown worked with Mr. Wendling, the County Floodplain Manager, to demonstrate the shed was moved out of the floodplain.

In October of 2021, Planning staff received a complaint regarding an accessory building on the subject vacant lot. The Warren County Zoning Ordinance prohibits the construction of an accessory building on any zoning lot more than six months prior to the beginning of construction of the principal building. The only exception to this provision applicable to the subject property requires a principal use for private use camping to be established by conditional use permit for an accessory structure located on the property. At the time the shed was determined to be compliant with the Floodplain Overlay District Ordinance, Planning staff was not aware the shed was located on the vacant lot. Upon confirming the location of the shed on the subject vacant lot, a Notice of Violation (NOV) was issued to the property owner in November of 2021. Ms. Brown contacted the Planning Department upon receipt of the NOV to discuss her options for bringing the property into compliance. After discussing the options and desired use of the property with her family, she submitted the conditional use permit application for private use camping to establish the recreational principal use for the lot to allow the shed to remain in its current location.

Only one conditional use permit application for private use camping has been processed by the Planning Department for a property in the Massanutten View Subdivision, but the application was withdrawn by the applicant for personal reasons after the Planning Commission unanimously voted on a recommendation of denial but prior to the public hearing before the Board of Supervisors. Reasons for recommending denial discussed by the Planning Commission included concerns that use of a vacant lot for camping in a nearly fully developed residential neighborhood did not fit and approval of the use may set a precedent for approval of future conditional use permit applications for private use camping in the neighborhood with the potential for negatively affecting neighboring property values. Massanutten View includes a total of 25 lots, of which 19 are developed with a single-family dwelling and 6 lots remain vacant. There are currently no approved conditional use permits for private use camping in the Massanutten View Subdivision.

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### **COMPATIBILITY WITH THE COMPREHENSIVE PLAN**

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. Private Use (Non-commercial) Camping is a use allowed by conditional use permit in the Residential-One (R-1) zoning district and is compatible with the current Warren County Zoning Ordinance.

### RECOMMENDED CONDITIONS

*Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The applicant shall comply with all Warren County Health Department regulations and requirements.
2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.
3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.
4. The accessory building shall meet all requirements of the Residential-One Zoning District and the Floodplain Overlay District.
5. The use of major recreational vehicles for private use camping on the property shall be prohibited.
6. The applicant shall be limited to no more than four organized noncommercial camping events for local community groups per calendar year, provided that no event exceeds three days in duration. The applicant shall notify Planning Department staff prior to any organized noncommercial camping event. The property boundaries shall be clearly marked throughout the duration of each organized noncommercial camping event.

Cc: Patricia A. Brown – *Owner/Applicant*

February 18, 2022

Warren County, zoning

Attn: Chase Long

I have submitted an application to your office  
for a shed that is on my property.  
Yr.

Shed in question is used for storing lawn.  
family and scout camping equipment only.

The camping equipment is used by the family  
during the summer and fall weekends. Cub Scouts,  
Boy Scouts and American Heritage Girls use it twice a  
year for a weekend camp.

Should you have any further concerns or questions  
please feel free to contact me at 703-591-5603.

Thank you

Sincerely,

Patricia A Brown

Owner of Lot 14

Misty Meadows Lane



# WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-03-06

Date Received: 2-16-2022

Fee Amount: \$ 200

Date Paid: 2-16-2022 (ck# 648)

**Applicant Information:**

Patricia A. Brown  
Applicant Name

10701 Maple Street Fairfax VA 22030  
Address City State Zip

Lot 14  
Property Location for conditional use permit if Different than Applicant's Address

703-591-5603  
Primary Contact Number

Email

\_\_\_\_\_  
Property Owner (if same as applicant, leave blank)

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

**A. Property Information:**(1) Address/Location: Lot 14

(2) Election District: \_\_\_\_\_

(3) Tax Map Number: 41 A 14(4) Subdivision Name: Massanutten View(5) Total Area of Property (acres): 2.66 acres

(6) Total Area to be Used (acres): \_\_\_\_\_

(7) Total Road Frontage (feet): \_\_\_\_\_

(8) Depth of Property (feet): \_\_\_\_\_

(9) Present Zoning: R1

## B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Storage for Lawn + Cooking Equip
- (2) Current land use and condition of site: Family Outings
- (3) Zoning of surrounding land/property: R-1
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: N/A
- (6) Season, days, and hours of operation: N/A
- (7) Will there be a sign? ☐ Yes ☒ No  
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No
- (9) Number of full time employees: N/A
- (10) What type of sewage disposal system will be used? ☐ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: \_\_\_\_\_
- (12) Number of parking spaces to be provided: Regular \_\_\_\_\_ Handicap \_\_\_\_\_
- (13) What is the proposed landscaping and buffering for this property? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## C. Plans Prepared By

Name: Patricia A. Brown

Address: 10701 Maple St. Fairfax, VA, 22030

Telephone Number: 703-591-5603

## D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?)  
There will be no adverse impacted on the property. This storage unit was moved from lot 13 to 14. Was moved out of the flood plain. Unit was to replace older unit to store lawn and cooking items for both family and Scout outings

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) N/A
- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) N/A
- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. N/A
- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) N/A
- (6) What will be the impact on traffic? N/A
- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. N/A

**The following documents and/or information are required  
to be submitted with the application:**

☐ **An application fee of \$500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.

☐ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 1/2 x 11 size paper.

☐ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☐ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**

The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

Rt 304 S to BENTONVILLE. Turn Right on Rt 629. Turn right at the  
stop sign Rt 628. Turn LEFT on Rt 629. At the river turn right  
on Misty Meadow Lane. Lot 14 is before 804 Misty Meadow.

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Patricia A Brown  
Applicant Signature

2/17/22  
Date

Patricia A Brown  
Property Owner Signature

2/17/22  
Date

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.**

#### NOTES

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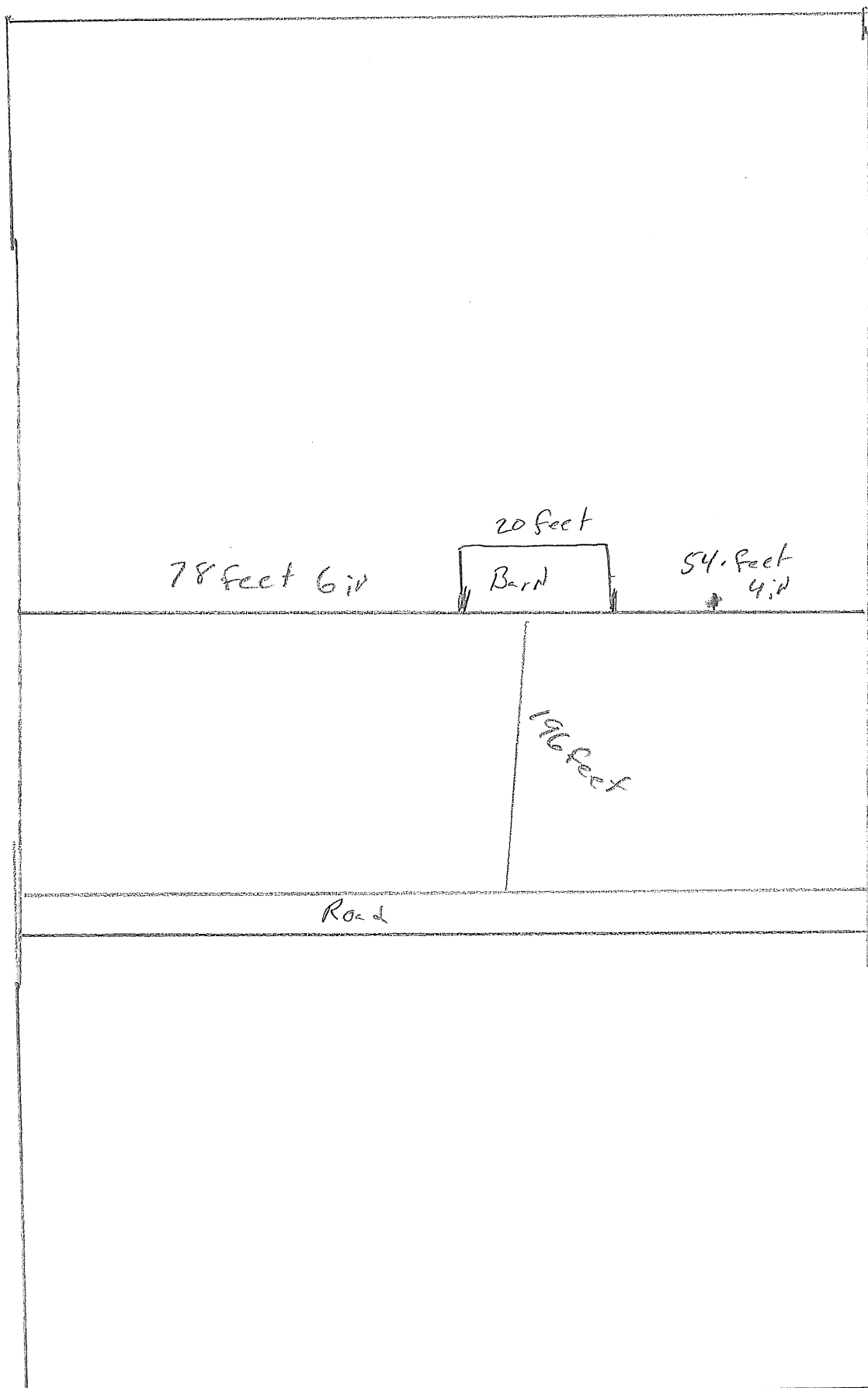
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## Conditional Use Permit Brown's Lot 14

Sarah Fitzwater <fitzwaterxyz@gmail.com>

Tue 4/12/2022 4:37 AM

To: Chase Lenz <clenz@Warrencountyva.net>

Good morning,

I am sending you this email to show my support for the conditional use permit for Lot 14 on Misty Meadow Lane in Bentonville, VA owned by the Browns.

I am a long time resident in this community and have no problem with the Browns using their lot for family or Boy Scouts camping there. In fact this would be a safe place for them to do that.

Please approve all that needs to be done to allow for the permit for their vacant lot.

Sincerely,  
Sarah W. Fitzwater

938 Misty Meadow Lane  
Bentonville, VA 22610

Sent from my iPhone

## Misty Meadow lane permit

Barbara Sando <barb82sando@gmail.com>

Sun 4/10/2022 1:46 AM

To: Chase Lenz <clenz@Warrencountyva.net>

I hope this isn't too late to be considered for the hearing on Wednesday. I am sorry it is late but I am out of town.

I own a property on Misty Meadow 6 lots from the Brown's property. While I do not object to them having occasional camp outs for Scouts and family, I do not want to put up with the noise generated by campers late at night on a frequent basis. Scouts twice a year and family/friends another 2 or 3 times is acceptable. But having campers partying in the meadow is disruptive and I do not want to see it on a regular basis.

I also object to recreational vehicles parked in the meadow or being used as temporary homes on the lots. The noise and fumes destroy the tranquility of the river area.


Thanks,  
Barbara Sando  
Sent from my Iphone

## Patrica Browne Conditional Use Permit to Camp

bentonva@aol.com <bentonva@aol.com>

Sun 4/10/2022 3:31 PM

To: planning <planning@warrencountyva.net>; Chase Lenz <clenz@Warrencountyva.net>

 2 attachments (5 MB)

IMG\_0319.jpeg; IMG\_0318.jpeg;

RE: Patricia Browne Conditional Use Permit for private use camping request, 0 Misty Meadow Lane, Bentonville, VA

Dear Planning Commission,

Massanutten View Subdivision is a private community with restrictive covenants (attached). Patricia Browne's property is in violation of both our Restrictive Covenants and Warren County Regulations. I will provide some history to help understand our position and why we are urging you to not grant a permit to camp or have a shed with up to two campers on the lot.

Patricia Brown at one time had two trailers on her vacant lot next to us that were in violation of County laws and our Covenants. (It was an eyesore to say the least). When the son moved away with his trailer and her trailer was damaged in a storm and hauled away, an email and certified letter were sent (which they refused to sign.) Our letter asked them not to go to the expense of replacing the trailers as it was against the Covenants....and come to find out County Regulations as well! Later a sea container appeared and then the shed from her son's property. It was getting out of hand again. Enough! There were 3 lots recently sold and Patricia Browne's lot is giving the impression that it's okay to have sheds, etc. on raw lots. Breaking the rules should not be rewarded. I was counting on the County to remove the shed before they could apply for an Application for a Conditional use Permit. It was her son's duck shed that had no permit for it, and it was placed on her lot. She had County Regulations and Restrictive Ordinances to consider before allowing that to happen. Let her son deal with his shed. And it's sending the message, and perhaps setting precedent, that placing a structure on a vacant lot (in violation of County codes) and then applying for a Permit to camp afterwards is a fast track way to getting approval to have a shed and trailers.

I spoke with the past and present HOA President and they had not received complaints from anyone regarding camping on any lots in this community. I would imagine if someone called a complaint in to the County there would be a record of it. I can only surmise they are applying for a camping permit in order to keep the shed and have campers on their undeveloped lot. We bit our tongues when their campouts got out of hand as well as when their lot had two trailers on it. We are concerned that the camping would increase as well as traffic on our Lane if a permit was granted. They have not been considerate neighbors in the past and we don't see that changing. We moved into a residential neighborhood with single-family homes and no trailers. We believe trailers, shed, and camping would bring down the value of our home. We suggest they find a lot in

a zoned area that allows camping, trailers, and outhouses. Or, they could camp at Guest Park which is 5 miles up the road. The Scouts have many camping resources as well. They could certainly build a house and have a shed.

I have attached the Restrictive Covenants. Please noted 2, 4, 10

(2) Improvements placed upon any lot must have a fair market value to, or greater then, the cost of the lot on which the improvement is placed, exclusive of septic tank and wells.

(4) No lot nor any portion thereof may be used or occupied for any purposes other than a single-family dwelling.

(10) No outhouse or latrine shall be maintained on any lot.

It's important to read the entire Covenants in order. I've heard the case made that (6) be treated as a separate clause which would allow raw lots to store their tents, trailers, sheds, etc. which is ridiculous. It's referring to lots with dwellings.

The last application for a conditional use for building a shed and having camping on a vacant lot was denied by the Planning Commission unanimously. The concerns they cited are still applicable. They had concerns that a nearly fully developed residential neighborhood did not fit and approval of the use may set precedent for approval of future conditional use permit applications for private use camping in the neighborhood with the potential for negatively affecting neighboring property values. Massanutten View includes a total of 25 lots, of which 19 are developed with a single-family dwelling and 6 lots remain vacant.

We respectfully request that you deny this Conditional Use Permit for camping, shed, and trailers.

Danny and Eloise Hoke, Lot 15

Sent from the all new AOL app for iOS



## RE: Request for Comments - CUP 2022-03-06

jeffbrowne00@gmail.com <jeffbrowne00@gmail.com>

Thu 4/7/2022 2:38 PM

To: Chase Lenz <clenz@Warrencountyva.net>

Cc: 'Ellen Mason' <pemason512@gmail.com>; Kimberly Torbert <kbstorbert@gmail.com>; 'Jennifer Brown' <Jenniferschwarz\_9@msn.com>

The Massanutten View Homeowners Association just elected a new Board and we had our first meeting over the weekend. The new Board has not had the chance to canvas homeowners about their views on this subject, so we are not taking a position on the permit.

We sent out a request for comment yesterday and have heard back from a few homeowners. Everyone supported primitive camping for scouts. One person was concerned about the storage shed on the lot. Two people were concerned about recreational vehicles on the lot. One person was concerned about noise if there were frequent campouts during the summer.

I addressed the recreational vehicle issue and the noise issue with Jennifer Brown, daughter-in-law of Patty Brown who owns the lot where the conditional permit is being requested. They don't plan to buy any recreational vehicles and intend to use the shed on the property to store camping gear and lawn mowers. The shed is well off the road and partially obscured by trees. The normal place for campsites on the lot is close to the river which is 100+ yards from the nearest house. I'm unaware of any noise complaints from prior camping that was done on that lot. Jennifer Brown said they want to comply with the County regulation and don't intend to expand the amount of camping done on the lot.

I have attached the HOA's covenants and bylaws.

Jeff Browne  
President, Massanutten View Homeowners Association  
703-946-3789

The above described and conveyed lot or parcel of real estate is a small portion of that certain larger tract or parcel of real estate conveyed to John L. Maigret, Trustee, by deed from Virgil E. Lentz and Clarice M. Lentz, husband and wife, bearing date on the 8th day of September, 1969, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Deed Book 171, Page 171.

Said real estate is conveyed subject to all rights of ways and easements of record and as shown on the aforesaid plat and survey, if any.

Said real estate is further conveyed subject to that certain deed of trust executed by John L. Maigret, Trustee, to Hugh D. McCormick, et al., Trustees, bearing date on the 11th day of September, 1969, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Deed Book 171, Page 173, and which trust secures a note of indebtedness in the amount of \$34,080.00, payable to Virgil E. Lentz and Clarice M. Lentz, or order. Nevertheless, it is covenanted and agreed that at such time as the deferred purchase money deed of trust has been paid in full, then the real estate herein conveyed will be released simultaneously from the aforesaid trust lien as recorded in Deed Book 171, Page 173.

This conveyance is further made subject to the following protective covenants, which shall constitute covenants running with the land, to-wit:

(1) The lots of this subdivision shall not be used for commercial purposes.

(2) Improvements placed upon any lot must have a fair market value equal to, or greater than, the costs of the lot upon which the improvements are placed, exclusive of septic tank and wells.

6/17/2018

(3) The private 50-foot right of way road shown on the afore-said plat and survey of this subdivision is for the use of the property owners, their guests, heirs and assigns, only. Nevertheless, John L. Maigret, Trustee, has reserved the right and authority for himself, his heirs and assigns, to erect and maintain electric and telephone poles or facilities, conduits, equipment, sewer, gas or water lines along said right of way for the benefit of the lot owners in said subdivision. In addition, these same rights are hereby reserved for a strip of land fifteen (15) feet wide at any point along the side lines of any of said lots.

(4) No lot nor any portion thereof may be used or occupied for any purposes other than a single-family dwelling unit.

(5) No single-family dwelling unit shall have less than 480 square feet of ground floor interior living space. This shall not include basement, garage, porch or carport.

(6) No temporary structure, tent, trailer, shack, lean-to or other similar shelter may be erected in the Massanutten View Subdivision for living quarters for more than six consecutive days in any calendar year. Any construction commenced within the Massanutten View Subdivision shall be completed within six (6) months of its commencement.

(7) The use of trailers within the said subdivision is unauthorized, except for the use of temporary camping trailers in compliance with covenant #6.

(8) No advertising signs of any kind shall be erected on any lot or roadway in Massanutten View Subdivision.

(9) Each lot owner shall be liable for a pro-rata share of the upkeep and maintenance of any improved right of way in an amount equal to the ratio the acreage his lot bears to the acreage in the entire Massanutten View Subdivision.

(10) No outhouse or latrine shall be maintained on any lot.

(11) Grass, weeds or other growth other than trees, on any cleared portion of any lot shall not be allowed to grow to any height greater than 9 inches.

(12) No animals, livestock or poultry of any kind shall be raised or kept on any lot, except the usual and ordinary household pets and horses. Horses, however, must be kept in appropriate stables.

(13) Trash, garbage, and other waste material shall be kept in a sanitary container on the premises.

(14) No building shall be erected on any lot nearer than 35 feet to any lot line.

(15) Any owner of any lot may seek redress at law or in equity to enforce compliance with or enjoin violation of any of these covenants, and all costs of any proceedings, including attorney's fees, shall be paid by any lot owner held to have violated any one or more of these covenants, in addition to other costs or damages suffered or incurred by other lot owners.

(16) Lots Nos. 1 through 20 and Lots Nos. 24 through 26, of Massanutten View Subdivision, as shown on the plat and survey of same, as recorded in the aforesaid Clerk's Office in Deed Book 177, Page 605, are to be conveyed subject to these same covenants.

Reference is hereby made to the above mentioned deeds and records and to the references therein referred to for a more particular description of the real estate herein conveyed.

Reference is further made to that certain power of attorney executed by William O. Quade and Willie O. Quade, husband and wife, to John L. Maigret, dated 28 January, 1972, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Deed Book 189, Page 401, wherein authority was granted said Attorney-in-Fact to execute this deed on their behalf.

WITNESS the following signatures and seals.

John L. Maigret (SEAL) ✓  
John L. Maigret, Trustee

John L. Maigret (SEAL) ✓  
John L. Maigret, in his own right

Nancy O. Maigret (SEAL) ✓  
Nancy O. Maigret

James A. Maigret (SEAL) ✓  
James A. Maigret

Maureen L. Maigret (SEAL) ✓  
Maureen L. Maigret

William O. Quade (SEAL) ✓  
William O. Quade

BY: John L. Maigret (SEAL) ✓  
John L. Maigret, Attorney-in-Fact

Willie O. Quade (SEAL) ✓  
Willie O. Maigret QUADE

BY: John L. Maigret (SEAL) ✓  
John L. Maigret, Attorney-in-Fact

James E. Knapp (SEAL) ✓  
James E. Knapp

Carol Knapp (SEAL) ✓  
Carol Knapp

STATE OF VIRGINIA

COUNTY OF Fairfax, TO-WIT:

The foregoing instrument was acknowledged before me this 10 day of February, 1972, by John L. Maigret, Trustee, John L. Maigret, in his own right, and Nancy O. Maigret, his wife, by James A. Maigret and Maureen L. Maigret, husband and wife, by John L. Maigret, as Attorney-in-Fact for William O. Quade and Willie O. Quade, husband



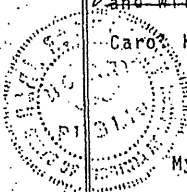
XXXXXX

XXXXXX

STATE OF VIRGINIA

COUNTY OF PRINCE GEORGE, TO-WIT:

The foregoing instrument was acknowledged before me <sup>ON</sup> ~~this~~  
DATE SHOWN BY THEIR NAMES  
day of February, 1972, by John L. Maigret, Trustee, and  
John L. Maigret and Nancy O. Maigret, husband and wife; James A.  
Maigret and Maureen L. Maigret, husband and wife; ~~William O. Quade~~  
and Willie O. Quade, husband and wife, and James E. Knapp and  
Carol Knapp, husband and wife, Grantors.



Carol E. Durling  
Notary Public

My commission expires March 30, 1975

XXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

The foregoing instrument was acknowledged before me this  
day of February, 1972, by William O. Quade and Willie  
O. Quade, husband and wife.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

STATE OF FLORIDA

CITY/COUNTY OF Monroe, TO-WIT:

The foregoing instrument was acknowledged before me this 4th  
day of February, 1972, by William O. Quade and Willie  
O. Quade, husband and wife.

Ann R. White  
Notary Public

NOTARIAL SEAL

My commission expires

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES JULY 29, 1974  
BONDED THROUGH THE FLA. BAR ASSOCIATION

VIRGINIA: In the office of the Clerk of the Circuit Court of Warren County,  
February 28, 1972 at 11:00 A.M. The foregoing instrument was this day  
presented in said office and with certificate annexed, admitted to record.

Teste: Edward M. Mathews Clerk

BOOK 189 PAGE 251

FOR PLAT,  
Book 189 Page 253

AGREEMENT

No. 375

Ex. 3-23-72

Md. 3-23-72

Dal. \_\_\_\_\_

John L. Maigret  
5911 Standen St.  
Springfield, Va.  
22150

WE, THE UNDERSIGNED, for Valuable Consideration, do hereby covenant and agree that the access road as shown on the recorded plat and survey of Massanutten View Subdivision, located about one and one-half (1-1/2) miles West of the Village of Bentonville, on the North side of State Route 629, on the Shenandoah River, in South River Magisterial District, Warren County, Virginia, may be varied and re-located from the position as shown on the aforesaid Plat as may be reasonable necessary and required by the Developer.

Likewise, we do further covenant and agree that in exchange for the re-location of said road, the old easement and right-of-way as shown on said plat and survey, to the extent that it is re-located, is hereby released to the respective lot owners within said Subdivision.

WITNESS the following signatures and seals this 19th day of November, 1971.

Jan. 7, 1972 John L. Maigret Trustee (SEAL) ✓

Jan 7, 1972 John L. Maigret (SEAL) ✓

Jan 7, 1972 Nancy O. Maigret (SEAL) ✓

Jan. 7, 1972 James A. Maigret (SEAL) ✓

Jan. 11, 1972 Maureen L. Maigret (SEAL) ✓

William O. Quade (SEAL) ✓

Willie O. Quade (SEAL) ✓

Jan 8, 1972 James E. Knapp (SEAL) ✓

Jan 8, 1972 Carol Knapp (SEAL) ✓

# **BY-LAWS OF MASSANUTTEN VIEW SUB-DIVISION HOMEOWNERS ASSOCIATION**

## **ARTICLE I NAME AND LOCATION**

The name of the corporation is MASSANUTTEN VIEW SUB-DIVISION HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The location of the principal offices of the Association shall be as specified from time to time by the Board of Directors. Meetings of Members and Directors may be held at such places within Warren County, Virginia, as may be designated by the Board of Directors.

## **ARTICLE II DEFINITIONS**

*Section 1.* "Association" shall mean and refer to MASSANUTTEN VIEW SUB-DIVISION HOMEOWNERS ASSOCIATION, its successors and assigns.

*Section 2.* "Board of Directors" shall mean and refer to the executive body of the Association that is exercising the power of the Association by resolution or by-law.

*Section 3.* "Common Area" shall mean and refer to the fifty (50) foot right of way easement extending from the southern entrance of Massanutten View Sub-Division through the entirety of the sub-division for use as a roadway by the Members of the Association.

*Section 4.* "Declaration" shall mean and refer to the Restrictive Covenants To Run With The Land, applicable to the Properties as recorded among the land records of Warren County, Virginia.

*Section 5.* "Lot" shall mean and refer to any plot or parcel of land designated for separate Ownership on a recorded sub-division plat of the Properties as recorded among the land records of Warren County, Virginia.

*Section 6.* "Member" shall mean and refer to every Owner in good standing who holds Membership in the Association. [See also ARTICLE IV, *Section 7, Voting Rights.*]

*Section 7.* "Owner" shall mean and refer to the Owner of record, whether one or more persons, of the fee simple title to any Lot which is a part of the Properties as recorded among the land records of Warren County, Virginia. The term "Owner" shall also include a "developer," who for the purpose of this Declaration shall be defined as a builder, contractor, investor or any other person or entity who purchases a Lot in Massanutten View Sub-Division for the purpose of resale thereof to a private purchaser, or for the purpose of constructing improvements thereon for resale to a private purchaser. The term "Owner" shall not include any person or entity who holds an interest in any Lot as security for the performance of a legal obligation.

*Section 8.* "Properties" shall mean and refer to that certain real property designated as Massanutten View Sub-Division subjected to the Restrictive Covenants To Run With The Land as recorded among the land records of Warren County, Virginia.

*Section 9.* "Registered Agent" shall be defined as the Owner who initiated incorporation proceedings with the Virginia Corporation Commission under the provisions of the Property Owner's Association Act, Chapter 26, Virginia Code.

## **ARTICLE III BOARD OF DIRECTORS**

*Section 1: Number.* The affairs of the Association shall be managed by a Board of not less than four (4) Directors, all of whom shall be Members in good standing of the Association. The Board of Directors shall function as officers of the Association, and shall include a President, a Vice President, a Treasurer, and a Secretary. Said officers shall perform those duties and carry out the responsibilities prescribed by the Articles of Incorporation and these By-Laws.

*Section 2: Term.* At each annual meeting the Members shall increase, decrease, or continue with a minimum of four (4) Directors by amending these By-Laws, if necessary, and elect the same to hold office until the close of the next annual meeting.

*Section 3: Removal-Vacancies.* Any Director or Directors may be removed from office for just cause [malfeasance in office] by a majority vote at a special meeting of the Members duly called for such purpose. For those Directors so removed from office, the Members present at such meeting shall immediately elect a successor, who shall serve out the remainder of the term of his/her predecessor. In the event of the death or resignation of a Director, the remaining Directors shall elect a successor, who shall serve for the remainder of the term of his/her predecessor.

*Section 4: Compensation.* No Director shall be compensated for any service rendered to the Association. This Section shall not be construed to prohibit the Board of Directors from authorizing payment to the Secretary for postage and copying of official Association correspondence.

#### ARTICLE IV MEETINGS OF MEMBERS

*Section 1: Annual Meetings.* The first annual meeting of the Members shall be held within one hundred and eighty (180) days from the date of incorporation of the Association at a date to be determined by the Registered Agent. Each subsequent regular annual meeting of the Members shall be held in the month of April on such day and at such hour as may be designated by the Board of Directors in the notice of the meeting.

*Section 2: Special Meetings.* Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of any Member.

*Section 3: Written Notice.* Written notice of each meeting of the Members shall be given by the Secretary by mailing a copy of such notice at least twenty (20) days before such meeting to each Member(s) entitled to vote thereat.

*Section 4: Quorum.* Two-thirds (2/3) of the Members of the Association, whether in person or by written proxy, shall constitute a quorum for any action.

*Section 5: Proxies.* At all meetings of the Membership, Members may vote in person or by written proxy consistent with the provisions of Section 7 of this Article. All proxies shall be in writing and shall be filed with the Secretary before the meeting.

*Section 6: Authority of Membership.* The Members assembled in a duly called meeting shall have the final authority on any matter coming before the Membership for resolution.

*Section 7: Voting Rights.* On any question coming before a duly constituted meeting of the Members, one vote may be cast for each lot owned in whole or in part by one or more Members as recorded in the land records of Warren County Virginia. In no event shall more than one vote be cast with respect to any such Lot, and fractional votes shall not be accepted.

*Section 8: Rules of Procedure.* Robert's Rules of Order shall govern the conduct of meetings of the Members.

#### ARTICLE V MEETINGS OF DIRECTORS

*Section 1: Regular Meetings.* Regular meetings of the Board of Directors shall be held quarterly, at such place and time as may be fixed from time to time by resolution of the Board.

*Section 2: Special Meetings.* Special meetings of the Board of Directors shall be held when called by the President, or by any two Directors, provided that not less than three (3) days' notice is given to each Director.

*Section 3: Quorum.* A majority of the number of Directors [three] shall constitute a quorum for the transaction of Association business. Every act or decision done or made by a majority of Directors at a duly held meeting at which a quorum is present shall be regarded as an act by the Board as a whole.

## ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

*Section 1: Nomination.* A Nominating Committee shall be appointed by the President, and shall present to the annual meeting of the Members nominations for election to the Board of Directors. Nominations from the floor shall also be received. The Nominating Committee may also recommend an increase in the number of Directors to be elected.

*Section 2: Election.* A vote by open ballot of the Members present, in person or by proxy, shall determine the number of Directors to be elected. Election to the Board of Directors shall be by secret written ballot. On any question coming before a duly constituted meeting of the Members, one vote may be cast by each Lot as set forth in ARTICLE IV, *Section 7, Voting Rights.*

## ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

*Section 1: Powers.* The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the Common Area.
- b. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, or the Declaration.
- c. Fix the amount of the annual assessment for maintenance of the common roadway against each Lot at least thirty (30) days in advance of each annual assessment period. The Board shall have the authority to assess up to two hundred dollars (\$200.00) annually for road repairs, depending on the condition of the roadway, without referral to the Membership.
- d. Enforce the obligation of each Member to pay to the Association annual assessments, which shall normally be due during April. Any assessment that is not paid when due shall be delinquent. If the assessment is not paid within ninety (90) days of the due date, the Board shall have the right to perfect a lien against the Owner (s), or take other appropriate legal action against said delinquent Owner(s) on behalf of the Association. In such event, reasonable attorney's fees and other costs expended in the matter shall be added to the assessment due from the delinquent Owner(s).
- e. Suspend the voting rights of any Member during any period in which such Member shall be in default of any assessment levied by the Association.

*Section 2: Duties.* It shall be the duty of the Board of Directors to:

- a. Faithfully carry out the mandates and resolutions of the Membership.
- b. Keep a complete record of all its acts and corporate affairs and to present a statement thereof annually to the Members at the annual meeting of the Membership.
- c. Send a written notice of each assessment to each Lot Owner at least thirty (30) days in advance of each annual assessment period.
- d. Maintain the common roadway for use by all Lot Owners. This shall include grading and placement of gravel on the roadway annually, or more frequently as required, as well as snow removal when necessary. The Board shall take whatever action is necessary to keep the roadway open and operable, to include removing vehicles left standing thereon at the appropriate Lot Owner's expense.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

*Section 1: The President.* The President shall preside at all meetings of the Board of Directors or the Membership; shall see that orders and resolutions of the Board or



Membership is duly carried out; and shall co-sign all checks. The President shall also file annual reports to the Virginia Corporation Commission as required by Section 13.1.775, Virginia Code.

*Section 2: The Vice President.* The Vice President shall act in the place and stead of the President in the event of his/her absence, and shall perform such other duties as assigned by the Board or the Membership.

*Section 3: The Secretary.* The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Membership; provide notice of meetings of the Board or the Membership, together with an agenda; keep current records reflecting the Membership of the Association, together with their current addresses; and shall perform such other duties as required by the Board.

*Section 4: The Treasurer.* The Treasurer shall receive and deposit in an appropriate bank account all moneys of the Association and shall disburse such funds as directed by a resolution of the Board of Directors or the Membership; shall co-sign all checks of the Association, and keep proper records of account; cause an annual audit of the Association books to be made by a disinterested Member; and shall prepare an annual statement of income and expenditures to be presented to the Membership at its regular annual meeting. The Treasurer shall also prepare IRS Form 1120H annually for signature by the President.

#### ARTICLE IX BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to and available for inspection by any Member.

#### ARTICLE X AMENDMENTS TO BY-LAWS

*Section 1: Amendments.* These By-Laws may be amended by two-thirds (2/3) of the Members at a regular or special meeting of the Membership. [See also ARTICLE IV, *Section 7, Voting Rights.*] Proposed amendments shall be filed with the Secretary at least thirty (30) days prior to any scheduled or requested special meeting of the Membership, and placed on the agenda for said meeting. Proposed amendments shall be furnished in writing to each Member not less than twenty (20) days prior to the meeting at which they will be voted on.

*Section 2: Conflict Between By-Laws and Declaration.* In the event of any conflict between these By-Laws and the Declaration, the Declaration shall govern.

#### CERTIFICATION

I, ELIZABETH T. MASSENGALE, being Secretary of the MASSANUTTEN VIEW SUB-DIVISION HOMEOWNERS ASSOCIATION, do hereby certify that the foregoing are the duly adopted By-Laws of the said Association, and in witness thereof have hereunto set my hand this twentieth day of March, 1996.

/s/ Elizabeth T. Massengale  
ELIZABETH T. MASSENGALE

Secretary

## **AMENDMENTS TO ASSOCIATION BY-LAWS**

At the meeting of May 21, 2000 a motion was made, seconded and passed to amend Section 2, Term, Article III, Board of Directors:

*At designated meetings, the Members shall increase, decrease, or continue with a minimum of four (4) Directors by amending these Bylaws, if necessary, and elect the same to hold office for a period of two years.*

During the June 5, 2004 annual meeting Subsection d of Section I: Powers of-  
**ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS** was amended to include the following terms and conditions: *Further, any member who fails to pay the annual dues assessment by the FIRST DAY OF OCTOBER in any given year shall be required to pay a late payment fee of one hundred dollars (\$100.00) in addition to the annual assessment.*

## AMENDMENTS TO ASSOCIATION BY-LAWS

At the meeting of May 21, 2000 a motion was made, seconded and passed to amend **ARTICLE III, BOARD OF DIRECTORS, Section 2: Term** as follows:

At designed meetings, the Members shall increase, decrease, or continue with a minimum of four (4) Directors by amending these bylaws, if necessary, and elect the same to hold office for a period of two years.

During the June 5, 2004 annual meeting a motion was made, seconded and passed to amend **ARTICLE VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 1, Powers, Subsection d** to include the following terms and conditions:

Further, any member who fails to pay the annual dues assessment by the FIRST DAY OF OCTOBER in any given year shall be required to pay a late payment fee of one hundred dollars (\$100.00) in addition to the annual assessment.

At the meeting of June 21, 2014 a motion was made, seconded and passed to amend **ARTICLE VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 1, Powers, Subsection c** as follows:

Fix the amount of the annual assessment for maintenance of the common roadway against each Lot at least thirty (30) days in advance of each annual assessment period. The Board shall have the authority to assess up to two hundred dollars (\$200.00) annually for road repairs, depending on the condition of the roadway, without referral to the Membership. **If authorized by the Board, the annual assessment shall be applied to all Lots in the Massanutten View Sub-Division with the exception of Lot 26. Lot 26, by the nature of it's location in the Sub-Division, does not benefit from the annual assessment and will therefore not be assessed on an annual basis. As a condition of being excluded from consideration for the annual assessment, Lot 26 will not be afforded voting rights for any HOA voting actions.**





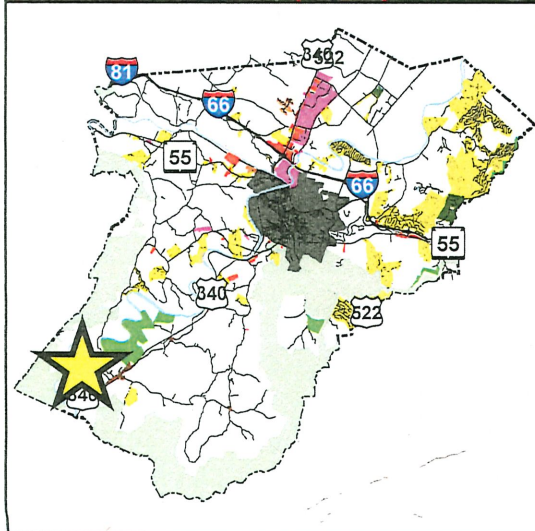
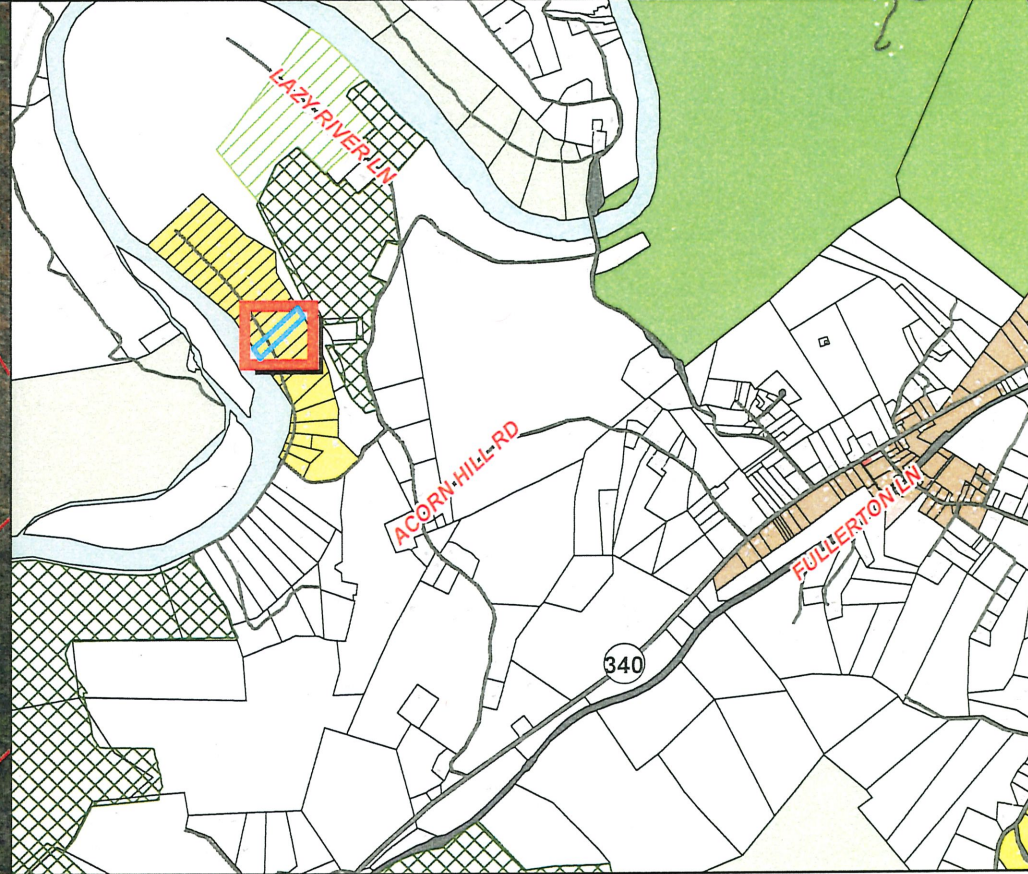
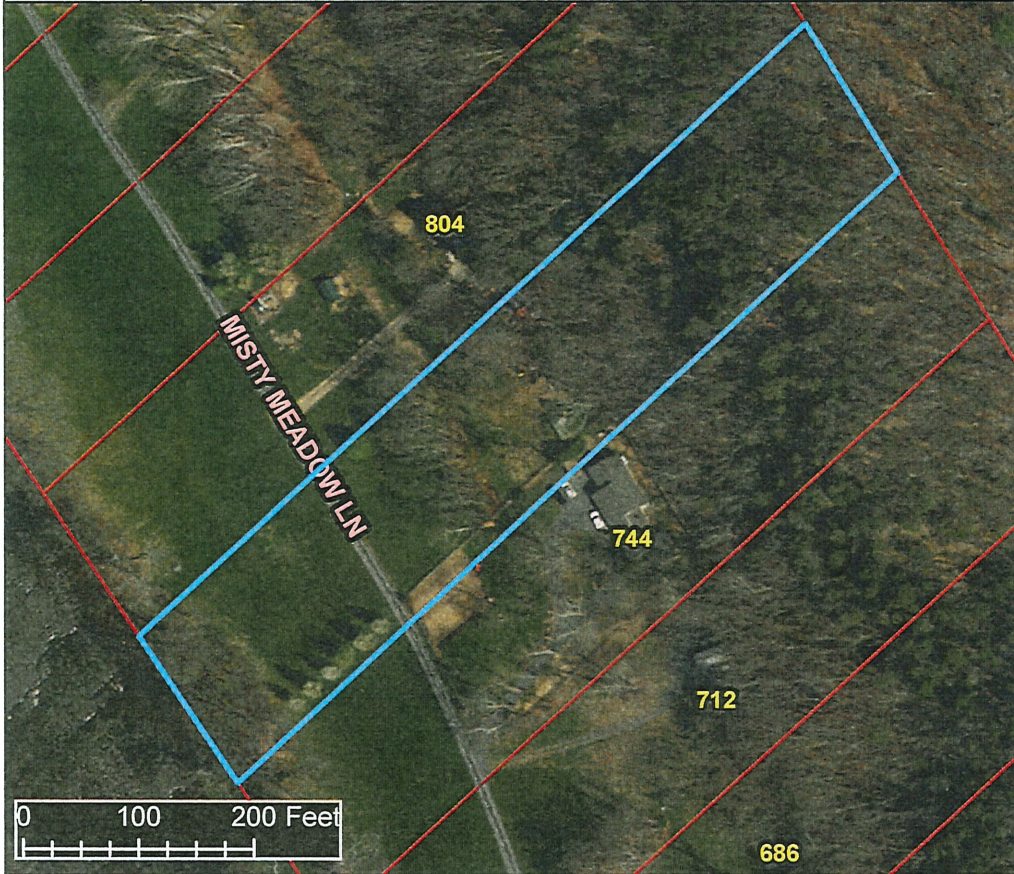
# Varren County VA

## CUP Location Map



Private Use Camping  
Applicants: Charles Brown

41A-----14  
Massanutten View Subdivision



### Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by  
Warren County GIS 2022  
Department of Planning





# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> 06/07/2022	<b>ITEM</b> <b>I-14</b>	<b>SUBJECT:</b> Conditional Use Permit #2022-04-01 Phong Nguyen <i>Short-Term Tourist Rental</i>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> See attached application and staff report. General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards: <ol style="list-style-type: none"><li>1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.</li><li>2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.</li><li>3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.</li><li>4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.</li><li>5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.</li><li>6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:<ol style="list-style-type: none"><li>a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.</li><li>b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.</li><li>c) Provide for adequate parking and ingress and egress to public streets or roads.</li><li>d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.</li></ol></li></ol> Prevent such use from changing the character and established pattern of development of the community.		



**PLANNING COMMISSION STATUS:**

On Wednesday, May 11, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

**RECOMMENDED CONDITIONS:**

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed the system capacity as determined by the Health Department permit per Warren County Code §180-56.4B. The Certificate of Zoning shall only be issued with approved Health Department records.
3. The applicants shall have the well/drinking water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.
7. Outdoor burning and use of fireworks by guests shall be prohibited.

**PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize the proposed conditional use permit request of Phong Nguyen for a Short-term Tourist Rental for advertisement of a public hearing.

**SUBMITTED BY:**

Chase Lenz,  
Zoning Administrator

**DISPOSITION OF BOARD:**

☐ APPROVED    ☐ OTHER (Describe)

**PROCESSED BY:**



## Conditional Use Permit 2022-04-01: Short-Term Tourist Rental

**Owner/Applicant:** Phong Nguyen

**Prepared:** April 6, 2022, *Revised:* May 31, 2022

**Staff Contact:** Chase Lenz, Zoning Administrator

### SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental. The rental will be available for short-term visitations for individuals who will be visiting the Warren County area as the property is ideal for tourism given its access to the Shenandoah River. The owner/applicant currently lives outside Warren County and plans manage the property in-house and to have the property cleaned in between reservations.

### PROPERTY INFORMATION

Property Location: 571 Wilderness Road

Tax Map ID: 23A--320--50A

Magisterial District: Happy Creek

Subdivision: Skyland Estates

City: Linden

Zoning: Residential-One (R-1)

Acres: 0.551

Existing Land Use: Single-Family Dwelling

### SURROUNDING ZONING DISTRICTS & USES

North: Residential-1 (R-1)

South: Residential-1 (R-1)

East: Residential-1 (R-1)

West: Residential-1 (R-1)

Use: Single-Family Dwelling, Wooded

Use: Vacant Lot

Use: Vacant Lot

Use: Vacant Lot

### PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential-1 zoning district. The dwelling was constructed in 2021 and the property does not have a record of any previous zoning violations.

### COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. A short-term tourist rental is a use allowed by conditional use permit in the Residential-1 zoning district and is compatible with the current Warren County Zoning Ordinance.

### ATTACHMENTS

☐ Agency Comments  
☐ Location Map

☐ Application  
☐ Public Comments

☐ Health Permit  
☐ Submitted Plans

☐ Letter from Applicant  
☐ Other: \_\_\_\_\_

## SUPPLEMENTARY REGULATIONS

### Warren County Zoning Ordinance: § 180-56.4: Short-term tourist rentals.

- A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.
- B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however the maximum number of occupants shall not exceed 10. **See attached response from the Health Department. The applicants have provided documents requesting a three-bedroom with a five-person maximum.**
- C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. **There is sufficient parking for at least four vehicles in the driveway.**
- D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. **The property is situated on an interior lot, with three sides bordering adjacent properties; one of which contains a single-family dwelling. Most of the surrounding area is wooded land.**
- E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. **The applicant shall obtain building permits to ensure the dwelling meets the current code requirements for fire protection systems.**
- G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24 hour notice.
- H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. **The PMP will be provided.**
- I. If the property is located within a subdivision governed by a Home Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. **This property is located within the Skyland Estates POA.**
- J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.
- K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The property shall have the evacuation plan posted in each bedroom and in the guest registration packet.**

- L. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of the ordinance in their guest registration packet and posted in a common area of the dwelling.**
- M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in §180-63 of the Warren County Zoning Ordinance.
- N. All outdoor burning shall be in compliance with Chapter 92 of the Warren County Code.
- O. There shall be a minimum of 100' from the short-term tourist rental to all neighboring residences. **This short-term tourist dwelling does meet the setback requirement to adjacent single-family dwellings. The closest dwelling is 221' to the east.**

#### RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. *Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed the system capacity as determined by the Health Department permit per Warren County Code §180-56.4B. The Certificate of Zoning shall only be issued with approved Health Department records.
3. The applicants shall have the well/ drinking water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.
7. Outdoor burning and use of fireworks by guests shall be prohibited.

Cc: Phong Nguyen – Owner/ Applicant

### Statement of Justification

I and my wife have visited Shenandoah National Park multiple times, and we are in love with the beauty of Shenandoah Valley area and the kindness of local people we have interacted with. We want to use our place to share those experiences to other people who are coming from out of town. We plan to use the property as a second residence home as well as a short-term rental to offset mortgage and expenses partially. A plan of 4 to 6 months is for the short-term rental, which is depend on season activities. For the property management, I will be the full-time property manager and will have a cleaning service team to maintain the property between rentals. We are excited to be a member of the community and share the love of nature to others.



# WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-04-01  
 Date Received: 3/3/2022  
 Fee Amount: \$ 500.00  
 Date Paid: \_\_\_\_\_

## Applicant Information:

Phong Nguyen  
*Applicant Name*

9083 Connor House Rd                      Manassas                      VA                      20110  
*Address*    *City*    *State*    *Zip*

571 Wilderness Rd , Linden, VA 22642  
*Property Location for conditional use permit if Different than Applicant's Address*

405 370 4441                                      phongnguyen.ou@gmail.com  
*Primary Contact Number*                                      *Email*

\_\_\_\_\_  
*Property Owner (if same as applicant, leave blank)*

\_\_\_\_\_  
*Address*    *City*    *State*    *Zip*

\_\_\_\_\_  
*Primary Contact Number*

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

## A. Property Information:

- (1) Address/Location: 571 Wilderness Rd, Linden, VA 22642
- (2) Election District: Happy Creek
- (3) Tax Map Number: 23A-320-50 & 51
- (4) Subdivision Name: Skyland Estates
- (5) Total Area of Property (acres): 0.54
- (6) Total Area to be Used (acres): 0.034
- (7) Total Road Frontage (feet): 118.44
- (8) Depth of Property (feet): 200
- (9) Present Zoning: R1- Residential

**B. Proposed Use of Property**

- (1) State the proposed use(s) for the Conditional Use Permit: Short Term Rental
- (2) Current land use and condition of site: Vacant
- (3) Zoning of surrounding land/property: R1-Residential
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: \_\_\_\_\_
- (6) Season, days, and hours of operation: \_\_\_\_\_
- (7) Will there be a sign? ☐ Yes ☒ No  
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No
- (9) Number of full time employees: 1
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: 5
- (12) Number of parking spaces to be provided: Regular 4 Handicap \_\_\_\_\_
- (13) What is the proposed landscaping and buffering for this property? \_\_\_\_\_  
Adding few trees and shrubs in front of the property. There is no house on both sides of the property, so I plan to keep the surrounding area as natural as possible.

**C. Plans Prepared By**

Name: Phong Nguyen

Address: 9083 Connor House Rd, Manassas, VA 20110

Telephone Number: 405 370 4441

**D. Environmental Information**

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) \_\_\_\_\_  
No
- \_\_\_\_\_
- \_\_\_\_\_

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) \_\_\_\_\_  
Yes. I will hire professional cleaner to clean and dispose house-hold trash  
to the appropriate dumpster
- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) \_\_\_\_\_  
No
- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. \_\_\_\_\_  
Any noise or smoke are expected to be inside of the property, so it would be minimal  
affect to surrounding area. We have a built-in septic system to handle waste water
- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) \_\_\_\_\_  
No
- (6) What will be the impact on traffic? \_\_\_\_\_  
There would be no impact on traffic since we have designated parking area
- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. \_\_\_\_\_  
Yes. I plan to use 4 solar panel lighting fixtures for the parking area. They are 5 watt for  
each fixture

**The following documents and/or information are required  
to be submitted with the application:**

- ☐ **An application fee of \$500.00.**  
Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.
- ☐ **A Statement of Justification**  
This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 1/2 x 11 size paper.
- ☐ **A Site Plan/Survey.**  
Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.
- ☐ **Sewage Disposal and Well Site.**  
Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.
- ☐ **A copy of the deed to the property verifying the current ownership.**  
A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.
- ☐ **A statement verifying that real estate taxes have been paid.**  
This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.
- ☐ **Environmental and Community Impact Statements**  
The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.
- ☐ **List of chemicals stored on the site**  
A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.
- ☐ **Location Map**  
A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.
- ☐ **Directions to your property from the Warren County Government Center.**  
Take E 3rd St to N Commerce Ave. Take VA-55 E to State Route 638 in Linden, then  
continue on State Route 638. Take Bifrost Way to Wilderness Rd.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Thong 2/28/2022  
Applicant Signature Date

Thong 2/28/2022  
Property Owner Signature Date

Accepted by: Chase Lenny Date: 3/3/2022

**PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.**

**NOTES**

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# Lord Fairfax Health District

Warren County Health Department

465 West 15<sup>th</sup> Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

[www.vdh.virginia.gov](http://www.vdh.virginia.gov)



April 13, 2022

Mr. Joe Petty, Planning Director  
Warren County Planning and Zoning  
220 N Commerce Avenue, Suite 400  
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-01  
Owner: Phong Nguyen

Dear Mr. Petty,

I have reviewed the request for comments regarding the property at 571 Wilderness Rd, Linden, Virginia, in Warren County, (property identified on tax map # 23A-3-20-50, 51), and I offer the following comments:

1. The construction permit for a sewage disposal system was issued on May 18, 2021. The operation permit was issued on December 28, 2021. The gravity fed conventional system is designed to serve a 3-bedroom home, limited to 5 occupants maximum.
2. The property is served by a private well.
3. All trash and garbage shall be placed in containers with tight-fitting lids.
4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
5. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
7. Do not connect any hot tub discharge to the sewage disposal system.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in blue ink that appears to read "G. Smith".

Greg Smith  
Environmental Health Specialist

## Sewage Disposal System Operation Permit

### Property Owner

**Rager Construction LLC**  
220 Lindamood Ln.  
Lebanon Church, VA 22641

Health Dept. ID: **187210162**  
Tax Map/GPIN: **23A-3-20-50,51**  
Locality: **Warren County**

### Property Location

Property Address: 571 Wilderness Rd.  
Linden, VA 22642  
**Subdivision:** Skyland Estates **Section:** 3 **Block:** 20 **Lot:** 50,51

**Raymond Anderson** is hereby granted permission to operate a **Residential Conventional Onsite Sewage System** at the above referenced location, under the following parameters:

**Daily Flow:** 375 gallons

**Number of Bedrooms:** 3

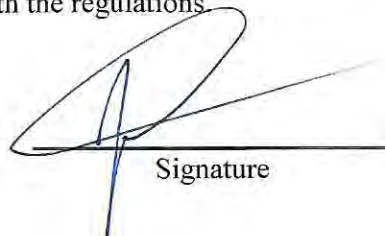
**Occupancy Limit:** 5 persons maximum

**Conditions:** Limitations on the number of persons occupying the dwelling or using the facility.

This permit is issued in accordance with the provisions of Title 32.1, Chapter 6 of the Code of Virginia as Amended, and Section 12VAC 5-610-340 of the Sewage Handling and Disposal Regulations of the Virginia Department of Health. The issuance of an operation permit does not denote or imply any guarantee by the department that the sewage disposal system will function for any specified period of time. It shall be the responsibility of the owner or any subsequent owner to maintain, repair, or replace any sewage disposal system that ceases to operate in accordance with the regulations.

December 28, 2021  
Effective Date

Jim Davis  
Environmental Health Supervisor

  
Signature

## Private Well Record of Inspection

Health Department ID Number: 187210162

Tax Map/GPIN: 23A-3-20-50,51

**Owner Name:** Rager Construction LLC

**Owner Address:** 220 Lindamood Ln.  
Lebanon Church, VA 22641

### Private Well Facility Information

**Property Address:** 571 Wilderness Rd.

**County:** Warren

**Well Driller:** No. VA Drilling Inc.

**Date construction started:** 10/27/2021

**Subdivision:** Skyland Estates

**Section 3 Block 20 Lot 50,51**

**Well Class:** IIIB

**Water Well Completion Report Received:** Yes

### Location Information

**Building Sewer:** 50 feet +

**Pretreatment Unit:** 50 feet +

**Conveyance System:** 50 feet +

**Comments:**

**Soil Absorption System:** 100 feet

**Property Line:** feet

**Other Distance:** feet

### Construction Information

**Total depth of well:** 320 feet

**Type of casing:** Steel

**Depth of casing:** 82 feet

**Diameter of casing:** 6 inches

**Casing extends:** 24 in. above ground

**Annular Space:** sealed with bentonite to a depth of 70 feet

**Comments:**

**Pitless adapter used:**

**Pitless properly installed:**

**Pitless properly vented:**

**Type of Well Seal:** well cap

**Screens:** constructed of

### Quantity & Quality

**Yield and drawdown determined by continuous pumping of**

**Yield:** 5 gpm

**Drawdown:**

**Static Water Level:** feet

**Type of storage:**

**Comments:**

**Sample tap provided:**

**Sample collected:** Yes

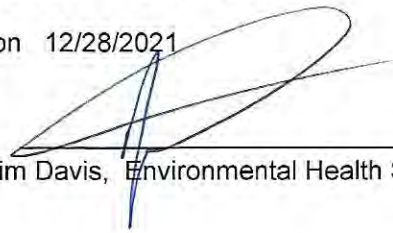
**Result of samples:** Satisfactory Total/Fecal Coliform

**Date of Sample:** 12/14/2021

**Satisfactory Construction:** Yes on 10/13/2021

**Well Approved for Use:** Yes on 12/28/2021

Signed December 28, 2021

  
Jim Davis, Environmental Health Supervisor



# Report of Analysis



Lab Sample ID: 21121430-01

## Client

Rager Construction  
384 Lindamood Lane  
Lebanon Church, VA 22641

## Project

Rager Construction LLC  
571 Wilderness Road  
Linden VA 22642

Lab Sample ID: 21121430-01

Client Sample ID: 571 Wilderness Road

Source: Well

Sample Location: Bath Tap

Collected By: Duane Rager

Subdivision; Lot Skyland Estates, Lot 50A51

Health Dept. ID # 187210162

Map Ref. # 23A-3-20-50,51

Collection Date/Time: 12/14/2021 1:10 PM

Received Date/Time: 12/14/2021 3:23:00 PM

Received From: RR


<u>Analyte</u>	<u>Method</u>	<u>Sample Result</u>	<u>Units</u>	<u>Analyst</u>	<u>Analysis Date/Time</u>
Total Coliform	SM 9223 Colilert-18 P/A	ABSENT	P/A	NDL	12/14/2021 4:42:00 PM
E.coli	SM 9223 Colilert-18 P/A	ABSENT	P/A	NDL	12/14/2021 4:42:00 PM
Chlorine Screen	HACH screen	ND		NDL	12/14/2021 4:42:00 PM

ND = not detected

NA = not analyzed

< = less than

This water sample **HAS PASSED** the bacteriological standard for safe drinking water established by the Virginia Department of Health and US Environmental Protection Agency (US EPA).

Laboratory Director: 

Daryl Burton

Issue Date: December 15, 2021



Reported results relate only to the items tested, as received by the laboratory.

The test results in this report meet all NELAP requirements for accredited parameters, unless otherwise noted in this report.

Pursuant to NELAC, this report may not be reproduced except in full, without written consent from Joiner Micro Laboratories.

For questions please contact the laboratory at the email address listed on this page.

# AOSE/PE Inspection Report and Completion Statement

Commonwealth of Virginia  
State Department of Health

Health Department Identification Number: 187210162 Tax Map: 23A-3-20-50,51

Warren County Health Department

Name of AOSE/PE: Daniel Perry Certification Number: 1940001067

Address: 495 Cardinal Drive, Front Royal VA, 22630 Telephone: 540-635-8292

Contractors Name: Rager Construction

Owner's Name: 220 Lindamood Lane Lebanon Church VA.22641

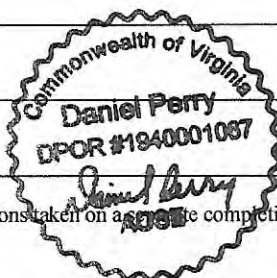
Owner's Address: P O Box 426 Front Royal, VA, 22630

Location of Installation: Subdivision: Skyland Estates Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: 50, 51

Other: 571 Wilderness Road

## Inspection Results

Component	Comments, Materials, Etc. Deficiencies Observed, Date Deficiencies Observed Corrective Action Required	Date Approved
Water Supply Location and Construction	Meets setbacks, in proper location,	10/13/2021
Building Sewer	4 inch sch 40 PVC w/cleanout at house	10/13/2021
Septic Tank	1060 Infiltrator Tank w/ Riser	10/13/2021
Inlet-Outlet Structure	1.5 in across Tees with proper extensions	10/13/2021
Pump and Pump Station	N/A	10/13/2021
Conveyance Method	4 in. sch. 40 PVC.	10/13/2021
Distribution Box or Pressure Manifold	1-9 port plastic box on pad	10/13/2021
Header, Conveyance, Return, etc. Lines	1500 lb. crush corrugated	10/13/2021
Percolation Lines, Drip, Chambers, etc.	6-53 foot lines with 4 in. 3 Hole Corrugated pipe w/gravel	10/13/2021
Absorption Trenches and Dispersal Field	1) 2.0 in. 2) 2.0 in. 3) 2.25 in. 4) 2.50 in. 5) 2.25 in. 6) 2.0 in.	10/13/2021
(Other Components: treatment unit, etc.)		



Attach observed deficiencies and corrective actions taken on a separate completion statement as necessary.



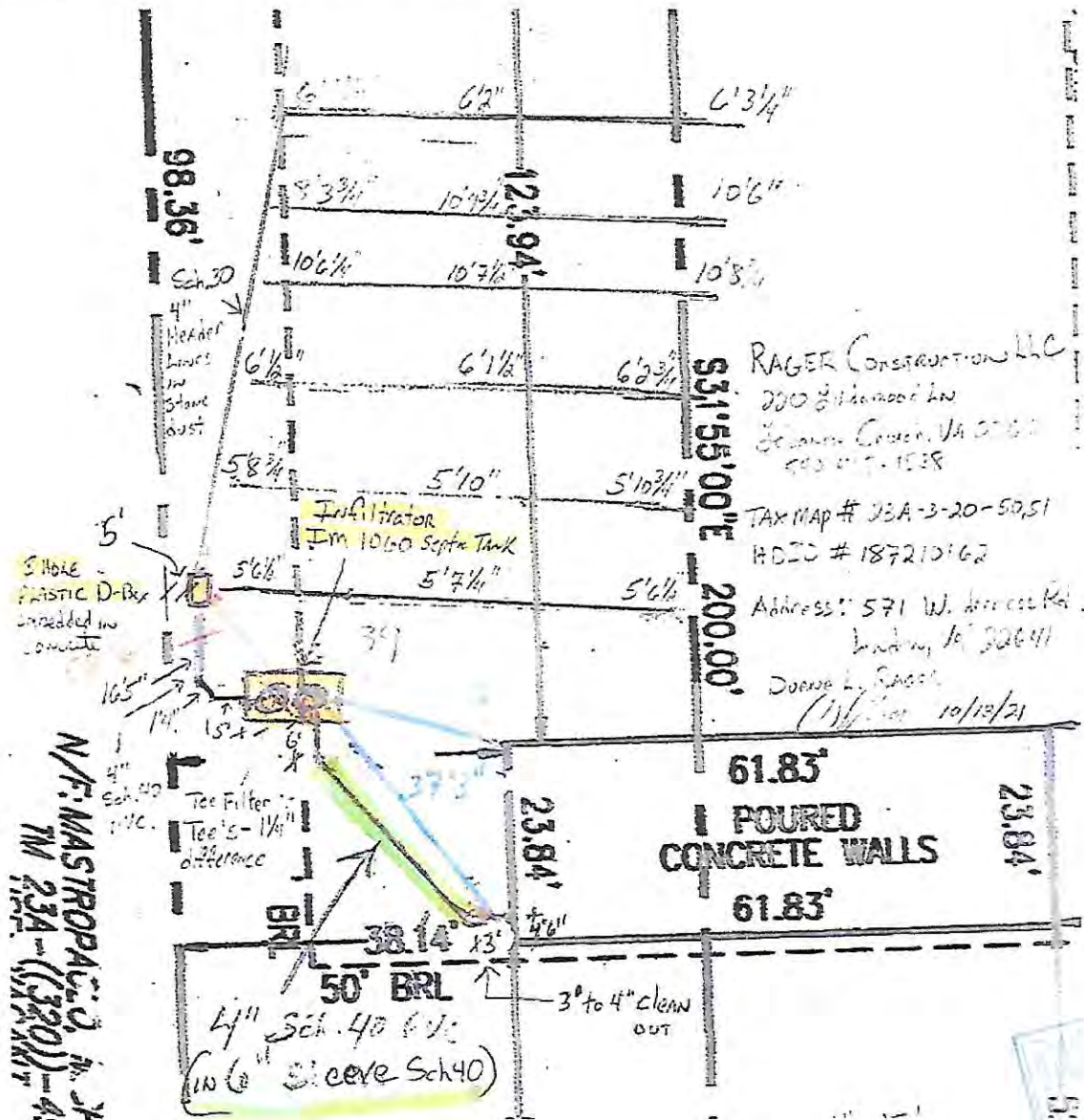
# AOSE/PE Completion Statement: As-Built Drawing

Commonwealth of Virginia  
State Department of Health

Health Department Identification Number: 187210162

Tax Map: 23A-3-20-50.51

Triangulate critical system components to fixed reference points.



I hereby certify that on 10/13/2021 (date), I, Daniel Perry, an employee under my direct supervision, inspected this sewage system's construction. The onsite sewage system has been installed and completed in accordance with the construction permit issued on May 18, 2021 (date) and is in compliance with the Virginia Sanitary and Disposal Regulations (12 VAC 5-610 et seq), Private Well Regulations (12 VAC 5-630 et seq), when applicable, and the plans and specifications for the project.

AOSE/PE Signature: Daniel Perry

Date: December 1, 2021

Print Name: Daniel Perry AOSE# 1940001067



COMMONWEALTH OF VIRGINIA  
UNIFORM WATER WELL COMPLETION REPORT

DEQ Well # \_\_\_\_\_  
USGS Local # \_\_\_\_\_  
VDH HDIN # 187210162  
VDH PWSID # \_\_\_\_\_

\*Indicates required field or section  
\*\*Indicates required field or section, if applicable

1. Contact Information

Contact:	Name	Address	Phone
Owner	RACEA CONST. LLC	220 LINDAMODA LA LEBANON CH VA	540-481-0888
Driller	AB VA DRILLING INC	11356 INDUSTRIAL RD MANASSAS VA	703-361-6859
System Provider	2719000340	11356 INDUSTRIAL RD MANASSAS VA	703-361-6859

2. Well Location\*

Physical Address: <u>TB8 WILKINSON RD, LINDEN VA.</u>		County/City: <u>WARREN CO.</u>	
Subdivision Name: <u>JKY LAND ESTS</u>	Section: _____	Block: _____	Lot: <u>Lot 50.51</u>
Tax Map/GPIN #: <u>23A-320</u>			
Latitude: _____ N	Longitude: _____ W		
Datum Source	Horizontal: <input type="checkbox"/> WGS84 <input type="checkbox"/> NAD83 <input type="checkbox"/> NAD27		
Lat/Long Source (Check One): <input type="checkbox"/> Map <input type="checkbox"/> GPS <input type="checkbox"/> PPDGPS <input type="checkbox"/> Survey <input type="checkbox"/> Imagery <input type="checkbox"/> WAAS			
Location Information Collected By: <u>2719000310</u>			
Physical Location Description: <u>L.S. IN PROG. STEEP GRADE</u>			

3. Facility & Use\*

Type of Facility (Check One):	Type of Use (Check All That Apply):
<input checked="" type="checkbox"/> Private	<input checked="" type="checkbox"/> Drinking/Domestic Use <input type="checkbox"/> Agricultural <input type="checkbox"/> Food Processing
<input type="checkbox"/> Waterworks	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Irrigation <input type="checkbox"/> Injection
<input type="checkbox"/> Observation/Monitoring Well	<input type="checkbox"/> Geothermal (Cooling/Heating) <input type="checkbox"/> Fire Safety
	<input type="checkbox"/> Closed
	<input type="checkbox"/> Open: <input type="checkbox"/> Returned to Surface
	<input type="checkbox"/> Returned to Aquifer

4. Well Construction\*

Well designation, Name or Number: <u>187210162</u>			
Date Started: <u>10-27-21</u>	Date Completed: <u>10-28-21</u>	Type Rig: <u>AIR ROTARY</u>	
Class Well (Check One): <input type="checkbox"/> I <input type="checkbox"/> IIA <input type="checkbox"/> IIB <input type="checkbox"/> IIIA <input checked="" type="checkbox"/> IIIB <input type="checkbox"/> IIIC <input type="checkbox"/> IIID <input type="checkbox"/> IIIE <input type="checkbox"/> IV			
Construction Type (Check One): <input type="checkbox"/> New <input type="checkbox"/> Existing-Modified: <input type="checkbox"/> Well <input type="checkbox"/> Pump: Date _____			
Well Depth: <u>220</u> ft.	Total Hole (borehole) Depth: <u>220</u> ft.	Depth to Bedrock: <u>44</u> ft.	
Hole Size (Include reamed zones): <u>10</u> inches from <u>0</u> to <u>82</u> ft.		<u>6</u> inches from <u>82</u> to <u>320</u> ft.	
Height of Casing above Land Surface: <u>2</u> ft. <u>0</u> inches			
Casing Size (I.D.) and Materials: (below)		Total Depth of Casing: <u>82</u> ft.	
<u>6 3/8</u> inches from <u>72</u> to <u>82</u> ft. <input type="checkbox"/> infilled	Material <u>STEEL</u>	Weight per ft. <u>16</u> or wall thickness <u>1/8</u> in.	
_____ inches from _____ to _____ ft. <input type="checkbox"/> infilled	Material _____	Weight per ft. _____ or wall thickness _____ in.	
_____ inches from _____ to _____ ft. <input type="checkbox"/> infilled	Material _____	Weight per ft. _____ or wall thickness _____ in.	
Screen Size & Mesh:			
<u>4 1/2</u> inches from <u>320</u> to <u>300</u> ft. <input type="checkbox"/> infilled	Mesh Size <u>50/10</u>	Type <u>PVC</u>	
<u>4 1/2</u> inches from <u>300</u> to <u>260</u> ft. <input type="checkbox"/> infilled	Mesh Size <u>20</u>	Type <u>PVC</u>	
_____ inches from <u>260</u> to <u>0</u> ft. <input type="checkbox"/> infilled	Mesh Size <u>50/10</u>	Type <u>PVC</u>	
Water Zones: from <u>272</u> to <u>274</u> ft.		from _____ to _____ ft.	from _____ to _____ ft.
Gravel Pack:			
Size: _____ Type: _____	from _____ to _____ ft.	Size: _____ Type: _____	from _____ to _____ ft.
Grout Type:		Grouting Method:	
<input checked="" type="checkbox"/> Bentonite Slurry <input type="checkbox"/> Neat Cement	from <u>70</u> to <u>0</u> ft.	<input type="checkbox"/> Poured from surface	Type of Seal: <input type="checkbox"/> pitless adapter
<input type="checkbox"/> Bentonite pellets/chips <input type="checkbox"/> Concrete	from _____ to _____ ft.	<input type="checkbox"/> Poured through tremmie pipe	<input type="checkbox"/> sanitary seal
<input type="checkbox"/> Neat Cement (6% bentonite)		<input checked="" type="checkbox"/> Pumped from bottom upward	
Camera Survey: <input type="checkbox"/> Yes <input type="checkbox"/> No		Date Conducted: _____	
Additional Well Construction Form Information Attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

received  
12/1/21

COMMONWEALTH OF VIRGINIA  
UNIFORM WATER WELL COMPLETION REPORT

DEQ Well # \_\_\_\_\_  
USGS Local # \_\_\_\_\_  
VDH HDIN # 18714062  
VDH PWSID # \_\_\_\_\_

Well designation, Name or Number : \_\_\_\_\_

**5. Disinfection**

Well Disinfected: ☐ Yes ☐ No Date: \_\_\_\_\_

**6. Abandonment** (\*When abandoning the well, Sections 1 thru 4 must be completed and/or attach original GW-2)

Date Started:	Date Completed:
Static Water Level (unpumped level measured):	ft.
Casing Size (I.D.) and Materials:	Casing Pulled: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Uncased Well
Depth of Fill:	Type and Source of Fill:
Grout: From to Type:	From to Type:
Method of permanently marking location:	

**7. Pump Test\*\***

Static Water Level (unpumped level measured):	ft.
Date:	Method (Check One): <input type="checkbox"/> Water Tape <input type="checkbox"/> Airline <input type="checkbox"/> Transducer <input type="checkbox"/> Other
Stabilized measured pumping water level:	ft.
Date:	Method (Check One): <input type="checkbox"/> Top of Well <input type="checkbox"/> Top of Casing <input type="checkbox"/> Surface Level
Test Pump Intake Depth: <u>320</u> ft	Stabilized Yield: <u>5</u> gpm after / hours
Natural Flow: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Flow Rate gpm
Estimated Well Yield: gpm	

**8. Pump Data\*\***

Type: <input type="checkbox"/> submersible <input type="checkbox"/> Turbine <input type="checkbox"/> Shallow Jet <input type="checkbox"/> Deep Jet <input type="checkbox"/> Other: _____	Motor HP:
Production Pump Intake Depth: ft	Rated Capacity: gpm at ft TDH

**9. Geologic Information**

Type Logs:	Aquifer Test Performed:
Water Quality Results Attached: Yes No	

Comments:

Formation \_\_\_\_\_ Lithology \_\_\_\_\_ Province \_\_\_\_\_ Geologic Map Used \_\_\_\_\_  
Elevation \_\_\_\_\_

**For Office Use**



COMMONWEALTH OF VIRGINIA  
UNIFORM WATER WELL COMPLETION REPORT

DEQ Well # \_\_\_\_\_  
USGS Local # \_\_\_\_\_  
VDH HDIN # 187210/62  
VDH PWSID # \_\_\_\_\_

\*Indicates required field or section  
\*\*Indicates required field or section, if applicable

**10. Driller's Log** (Use additional sheets if necessary)\*

Well designation, Name or Number:				
Depth (feet)		Type of Rock or Soil	Remarks	Drilling Time (Min.)
From	To	(Color, material, fossils, hardness, etc.)	(Water, caving, cavities, etc.)	
0	44'	OVERBURDEN	INSTALLED	
44'	72'	GREY GRANITE	EXTRA CAS-	
72'	77'	VOID	ING TO PRE-	
77'	223'	GREY GRANITE	VENT WELL	
223'	305'	GREEN STONE w/ QUARTZ	WALL CAVE	
305'	320'	GREY GRANITE	ION	

10" Hole 070 82'  
15/8" OD CASING  
72' to 82'  
6" Hole 82' to 320'

**11. Certification**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

Signature\*:

*[Handwritten Signature]*

Date:

10-28-21

License Number:

2719000310

COMMONWEALTH OF VIRGINIA  
UNIFORM WATER WELL COMPLETION REPORT

DEQ Well # \_\_\_\_\_  
USGS Local # \_\_\_\_\_  
VDH HDIN # 187210162  
VDH PWSID # \_\_\_\_\_

\*Indicates required field or section  
\*\*Indicates required field or section, if applicable

## Additional Well Construction Data

(Use and submit only if additional space is needed)

### 12. Additional Well Construction Data

<b>Well designation, Name or Number:</b>											
<b>Physical Location:</b>				<b>Date Started:</b>				<b>Date Completed:</b>			
<b>Hole Size (Include reamed zones):</b>											
inches	from	to	ft.	inches	from	to	ft.	inches	from	to	ft.
inches	from	to	ft.	inches	from	to	ft.	inches	from	to	ft.
inches	from	to	ft.	inches	from	to	ft.	inches	from	to	ft.
<b>Casing Size (I.D.) and Materials:</b>											
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	<input type="checkbox"/> infilled	Material	Weight per ft.	or wall thickness	in.			
<b>Screen Size &amp; Mesh:</b>											
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
inches	from	to	ft.	<input type="checkbox"/> infilled	Mesh Size	Type					
<b>Water Zones:</b>											
From	to	ft.	From	to	ft.	From	to	ft.	From	to	ft.
From	to	ft.	From	to	ft.	From	to	ft.	From	to	ft.
From	to	ft.	From	to	ft.	From	to	ft.	From	to	ft.
From	to	ft.	From	to	ft.	From	to	ft.	From	to	ft.
<b>Gravel Pack:</b>											
Size:	Type:	From	to	ft.	Size:	Type:	From	to	ft.		
Size:	Type:	From	to	ft.	Size:	Type:	From	to	ft.		
Size:	Type:	From	to	ft.	Size:	Type:	From	to	ft.		
<b>Grout Type:</b>				<b>Grouting Method:</b>							
<input type="checkbox"/> Bentonite Slurry				<input type="checkbox"/> Neat Cement				<input type="checkbox"/> Poured from surface			
<input type="checkbox"/> Bentonite pellets/chips				<input type="checkbox"/> Concrete				<input type="checkbox"/> Poured through tremmie pipe			
<input type="checkbox"/> Neat Cement (6% bentonite)								<input type="checkbox"/> Pumped from bottom upward			



WARRANTY TYPE **BEST EXTERMINATING SERVICES, INC.**  
RENEWABLE ANNUALLY **TERMITE WARRANTY**

WARRANTY  
9552

BEST EXTERMINATING SERVICES has agreed  
with the owner named herewith to service the following described real property against attack by subterranean termites:

OWNER: *Rieger Construction & Assoc.*  
ADDRESS: *220 Lindwood Lane, Lebanon Church, VA 22641*  
DESCRIPTION OF REAL PROPERTY: *Single Family Home*  
CHECK ONE COMMERCIAL PROPERTY ☐

PRIVATE RESIDENCE ☒ AREA ENCLOSED WITHIN OUTSIDE WALLS: ..... SQ. FT.  
LOCATION OF REAL PROPERTY: *571 Wilderness Road, Linden, VA 22642*

In accordance with our Contract No. *12680*  
we guarantee that

Any additional subterranean termite control service necessitated within *5*  
year after the date of this Warranty will be performed without charge to the  
owner, and that during this initial *5* year period any inspection requested by  
the owner will be made at no expense to the owner.

At the end of this initial *5* year Warranty period this Warranty shall remain  
in force annually provided the undersigned company reinspects the premises  
annually and provided the owner pays the undersigned company an annual  
reinspection fee. Failure to pay reinspection fee within 90 days after the  
anniversary of the effective date shall void this Warranty without privilege of  
reinstatement.

If at the time of any reinspection, additions or alterations have been made to  
the described real property which in the opinion of the company constitutes a

subterranean termite hazard such additions or alterations must be serviced by  
the undersigned company as soon as practicable at the expense of the owner or  
this Warranty shall immediately become null and void.

NOTE: THE SOLE LIABILITY OF BEST EXTERMINATING SERVICES, INC.  
UNDER THIS WARRANTY IS FOR THE RETREATMENT OF THE ABOVE  
DESCRIBED REAL PROPERTY SHOULD ATTACK BY SUBTERRANEAN  
TERMITES OCCUR AFTER TREATMENT IS PERFORMED AND DURING  
WARRANTY PERIOD.\*

BEST EXTERMINATING SERVICES

BY *Larry Nampa*

CONTRACT DATE: *09/23/2021*

\*Because of differing structural designs, inaccessible and unexposed areas such as wall studding, joists, etc. and other structural factors  
beyond our control, termite damage may exist which is not visibly or readily detectable. For this reason Best Exterminating Services  
shall not be held liable for any damage done by subterranean termites to the real property described above, either before or after treatment  
is performed.

THIS WARRANTY gives specific legal rights and you may also have other rights which vary from state to state.

Best Exterminating Services, Inc., P.O. Box 475, Front Royal, Va. 22630, Phone 635-8930 or 459-3194



# B EXTERMINATING SERVICES, INC. T

# PEST CONTROL SERVICE PROPOSAL

12680

PO Box 475 • FRONT ROYAL, VIRGINIA 22630 • PHONE: FRONT ROYAL (540) 635-8930/WOODS GLEN (540) 459-3194  
EMAIL: INFO@BESTEXTERMINATING.COM • WEBSITE: HTTP://WWW.BESTEXTERMINATING.COM

CUSTOMER <u>Rager Construction</u>		SERVICE LOCATION <u>571 Wilderness Rd Linden VA 22642</u>	
STREET <u>220 Lindamood Lane</u>		EMAIL ADDRESS <u>rogerhomer@gmail.com</u>	
CITY, STATE AND ZIP <u>Lebanon Church VA 22641</u>		PERSON TO BE CONTACTED _____ SERVICE PHONE _____	
PHONE <u>(540) 481-0888</u>		TYPE OF PROPERTY TO BE SERVED <u>Single Family Home</u>	

## PESTS TO BE CONTROLLED

<input checked="" type="checkbox"/> TERMITES	<input type="checkbox"/> WOODBORERS	<input type="checkbox"/> POWDER POST BEETLES
Initial warranty period <u>5 years</u> Renewable Annually <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Renewal fee <u>\$95.00</u>		
The Company will inspect the property at the customer's request or as deemed necessary by the Company.		

Because of differing structural designs, inaccessible and unexposed areas such as wall studding, joists, etc. and other structural factors beyond our control, termite damage may exist which is not visibly or readily detectable. For this reason Best Exterminating Services shall not be held liable for any damage done by subterranean termites to the real property described above, either before or after treatment is performed.

<input checked="" type="checkbox"/> WELL	<input type="checkbox"/> PUBLIC WATER	Chemical <u>Para Care</u>
SPECIAL INSTRUCTIONS:		

We hereby agree to apply chemicals to control the above named pests in accordance with terms and conditions of this service Agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state and city regulations. Only E.P.A. registered chemicals will be used. All work is to be completed in a workmanlike manner according to standard practice.

Authorized Signature Chris Markley 1/9/23/21  
Note: This proposal may be withdrawn by Best Exterminating Services, Inc. if not accepted within \_\_\_\_\_ days

## AGREEMENT CHARGE

Termites	\$ <u>680.00</u>
Woodborer	\$ _____
Powder Post Beetle	\$ _____

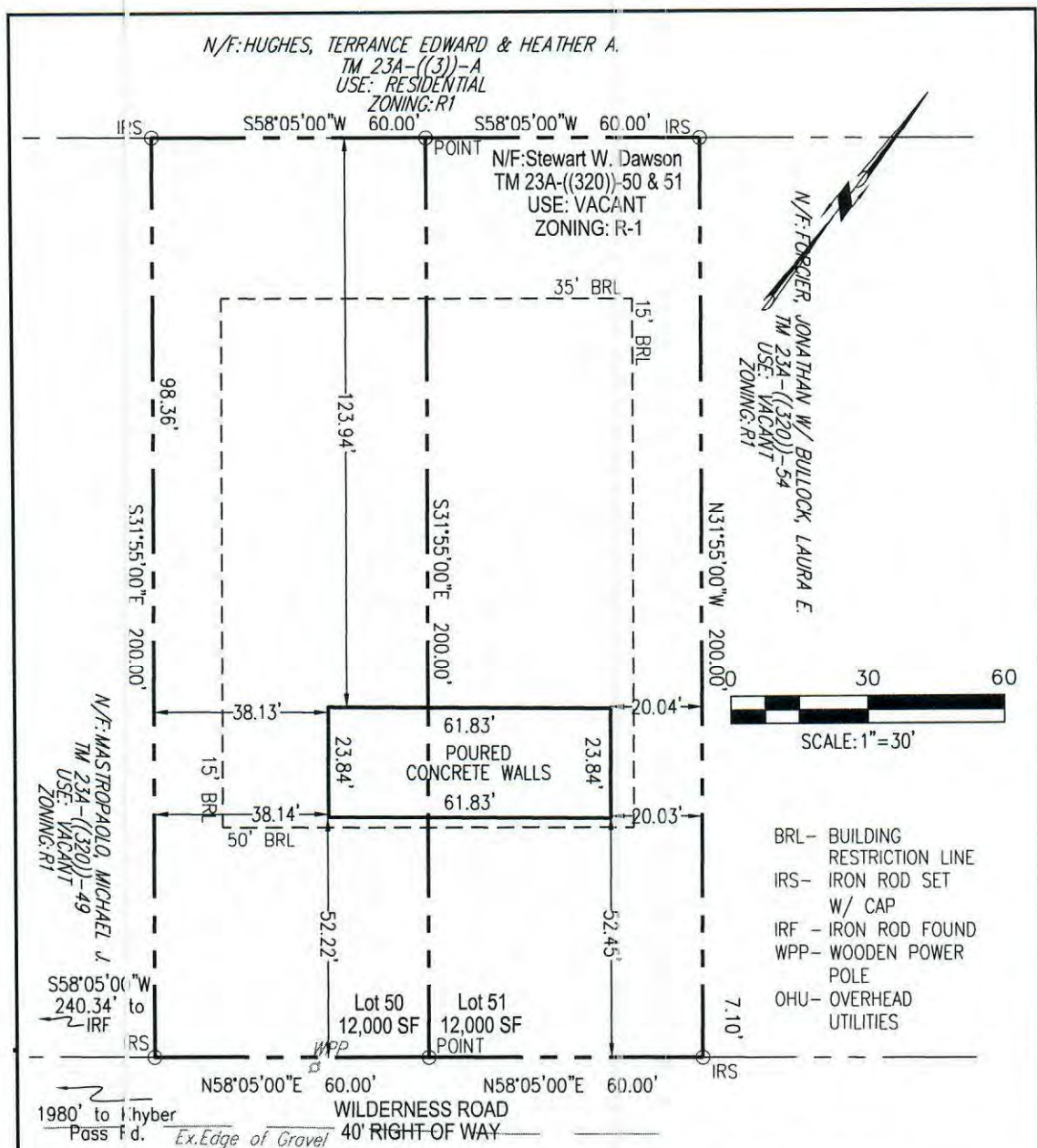
## ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

You, the buyer, may cancel this transaction at anytime prior to midnight of the third working day after executing this transaction





1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP NO. 23A-320-50 & 51.
2. THE PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. PROPERTY FALLS OUTSIDE FEMA FLOOD ZONE.
4. THE INFORMATION AS SHOWN HEREON IS BASED ON CURRENT FIELD RUN SURVEY BY THIS FIRM.
5. THE LOCATION OF UNDERGROUND UTILITIES OR OTHER SUBSURFACE IMPROVEMENTS, IF ANY, WAS NOT ASCERTAINED
6. PROPERTY IS ZONED R-1



## EXISTING FOUNDATION LOCATION SURVEY

LAND OF  
n/f: Stewart W. Dawson  
Skyland Estates - Block 20 Lots 50 & 51  
TAX MAP #23A-320-50 & 51  
HAPPY CREEK ELECTION DISTRICT  
WARREN COUNTY COUNTY, VIRGINIA

SCALE: 1" = 30'

DATE: 08-01-21

TAX MAP: 23A-320-50 & 51

DEED BOOK 432 PAGE: 813

INSTRUMENT: DEL

DRAWN BY: ADH

CHECKED BY: ADH



**LELLOCK CONSULTING, PC**

2350 Fifth Street  
Middletown, VA 22645  
T 540.533.6728  
F 866.680.3364

SHEET  
1  
OF  
1  
2021.021  
FOOT

## Joe Petty

---

**From:** David Beahm  
**Sent:** Monday, March 28, 2022 1:57 PM  
**To:** Chase Lenz  
**Cc:** Joe Petty; Paula Fristoe  
**Subject:** Request for Comments 2022-04-01 – Phong Nguyen – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000170-2022

Comments 2022-04-01 – Phong Nguyen – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000170-2022:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.
- Building Inspections Items:
  - The use of the existing dwelling for a “short-term rental” would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating it as a short-term rental.
  - Given the timeframe that the structure was originally built it should not require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

If anything should change in the scope additional requirements may be required.

Respectfully,



**David C. Beahm, CBO**  
Building Official

[dbeahm@warrencountyva.net](mailto:dbeahm@warrencountyva.net)

Warren County Building Inspections Of

220 North Commerce Ave  
Suite  
Front Royal, VA 22

540/636-9

FAX 540/636-4

[www.warrencountyva.net](http://www.warrencountyva.net)

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.



**COUNTY OF WARREN**  
**Department of Building Inspections**  
**220 N. Commerce Ave, Suite 400**  
**Front Royal, Virginia, 22630**  
**540-636-9973 Fax 540-636-4698**



## **CERTIFICATE OF OCCUPANCY**

This is to certify that the final building inspections were conducted to property known as 571 Wilderness Rd, Linden, VA 22642, Tax Map Number: 23A--320--50<sup>A</sup> on 12/27/2021, and such construction was found to be in compliance with the 2015 Virginia Uniform Statewide Building Code, Warren County Codes and Ordinances and applicable conditions of R5NEW-012891-2021, as issued 07/13/2021, and is hereby approved for use and occupancy under such conditions as stated in the following:

### **CONDITIONS/MODIFICATIONS:**

SFD--Finished Basement 624SF, Basement Garage 864SF, 1st Floor 1400SF, 1 Prefab Chimney and Fireplace, Rear Deck 160SF, 3 Bedrooms, 2 Bathrooms

**MAXIMUM OCCUPANCY:**  
5

**USE GROUP:** R-5 Residential-SFD & Multi

**CONSTRUCTION CLASS:**  
VB Combustible/Unprotected

**WATER:**

**SEWER:**

**DATE ISSUED:** 12/28/2021

Building Official  
David C. Beahm

**PROVIDING INSPECTIONS TO PROTECT THE HEALTH,  
LIFE AND SAFETY OF THE CITIZENS OF THE COMMUNITY**



*Skyland Community Corporation*

*P.O. Box 154  
Skyland Estates  
Linden, Virginia 22642*

Chase Lenz  
Zoning Administrator  
220 North Commerce Avenue, Suite 400  
Front Royal, Virginia 22630

Re: Request for Comments for Conditional Use Permit 10 Demel Court #23A-12-0-4

April 20, 2022

Dear Mr. Lenz,

Thank you for forwarding the information on the proposed short-term rental at 571 Wilderness Road to Skyland Community Corporation (SCC) for review. Unfortunately, our Board of Directors does not currently support the approval of this application.

The SCC Board of Directors has expressed general concerns about short-term rentals, which fall under the SCC's contract with Warren County (specifically the Security area) and include:

1. Our requirement that the property must be owned by an individual and serve as the owner's primary residence, not as a business.
2. The owner must occupy a portion of the residence during the term of the rental.
3. No outdoor burning or fireworks are to be allowed.

We have approved short-term rentals in the past, as long as these prerequisites are met.

Sincerely,

Board of Directors  
Skyland Community Corporation



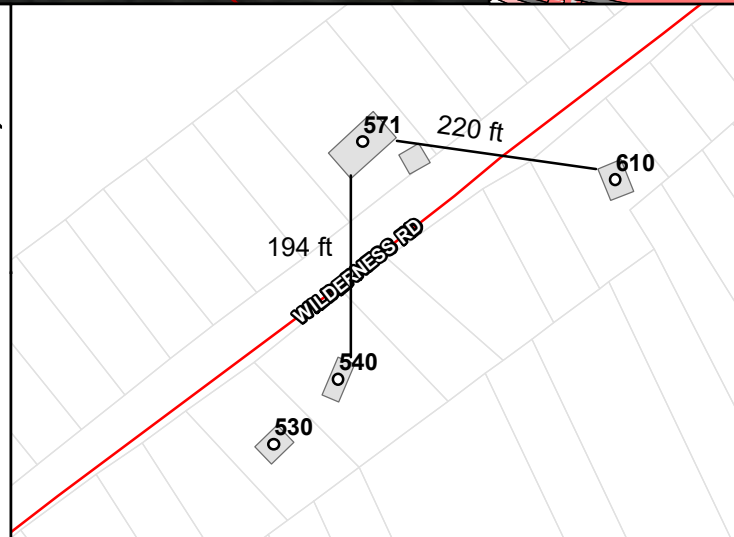
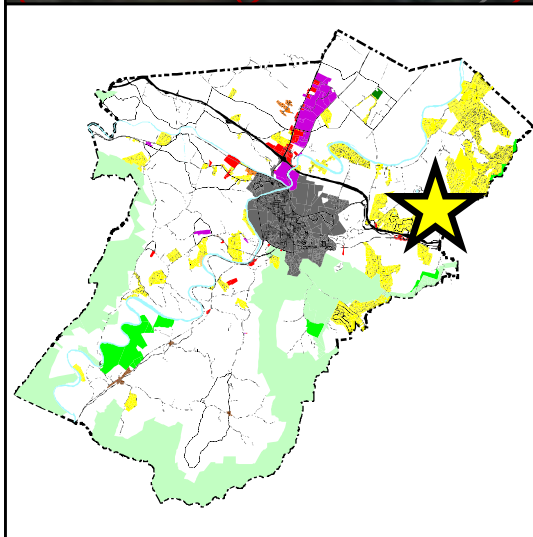
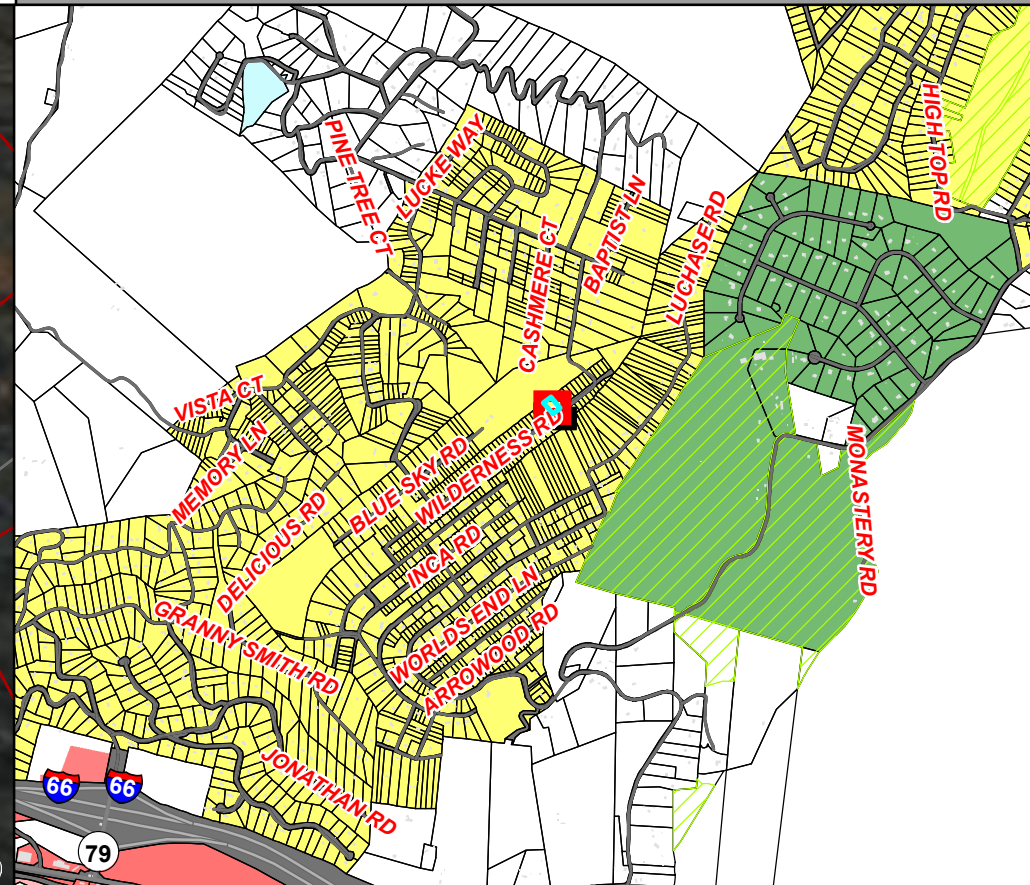
# Warren County VA

## CUP Location Map



Short Term Tourist Rental  
Applicants: Phong Nguyen

TM 23A--320--50A  
571 Wilderness Rd



### Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by  
Warren County GIS 2022  
Department of Planning



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/07/2022	I-15	Conditional Use Permit #2022-04-02 Emilia Cirker - Mark Saunders <i>Short-Term Tourist Rental</i>	1 of 2

### EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

- (1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
- (2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
- (4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- (5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- (6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
  - (a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
  - (b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
  - (c) Provide for adequate parking and ingress and egress to public streets or roads.
  - (d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
  - (e) Prevent such use from changing the character and established pattern of development of the community.

**Planning Commission Move to Approve:**


Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Longo and approved by the Planning Commission by a vote of 4 - 0. Mrs. Richardson was absent.

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been deemed operational.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.

**BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize for advertisement of a public hearing the proposed conditional use permit request for a Short-term Tourist Rental.

**SUBMITTED BY:**

Matt Wendling, CFM   
Planning Director  
County Floodplain Manager

**DISPOSITION OF BOARD:**

☐ **APPROVED**    ☐ **OTHER (Describe)**

**PROCESSED BY:**



Conditional Use Permit: 2022-04-02/ Short-Term Tourist Rental  
Emilia Cirker & Mark Saunders, *Applicants/ Owners*  
Staff Report for the Planning Commission  
Prepared: April 13<sup>th</sup>, 2022 Revised May 4<sup>th</sup>, 2022  
Staff: Matt Wendling, Planning Director/County Floodplain Manager

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### SUMMARY OF REQUEST

The applicant, Ms. Cirker recently purchased the property in October 2021 and plans to open both a holistic wellness retreat center offering both classroom and outdoor activities to attendees and a Short-Term Tourist Rental on weeks when the Retreat center is not hosting workshops or other events. She plans to offer it as a "luxury experience destination" for relaxation and will be offered less than half the year since there are plans for both for their own use and to allow family members to live in the home at least 3 months out of the year and host the retreat center events/workshops for the balance of time when the property is not being rented Short-Term. The property dwelling does have an attached historic cottage which will be used for both uses, a barn to be used for indoor health and wellness activities, and an old chicken coop accessory structure which they plan to demolish and build a yoga studio and classroom for their "life-enhancing" workshops and related wellness events. Her brother Mark Saunders will be assisting as the manager of the Short Term Tourist Rental and fitness coach and assistant at the workshops and training seminars.

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### PROPERTY INFORMATION

Property Location: 5865 Gooney Manor Loop

Tax Map ID: # 44--12

Magisterial District: South River

Subdivision: Larry Andrews

Existing Land Use: Single Family Dwelling with Barn and outbuildings

Special Flood Hazard Area: The property and dwelling are not mapped by FEMA but is located adjacent to Gooney Creek which is identified as a perennial stream.

Town/Village: Downtown Browntown

Zoning: Agricultural (A)

Acres: 3.882

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### SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

South: Agricultural (A)

East: Agricultural (A)

West: Agricultural (A)

Use: Single-Family Dwelling with Woodlands

Use: Single-Family Dwelling with Woodlands

Use: Single-Family Dwelling with Pasture

Use: Single-Family Dwelling with Pasture & Woodlands

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### PROPERTY HISTORY

The former property owner, Renee O'Connell was issued a Conditional Use Permit for a Bed and Breakfast in March of 2009. Mrs. O'Connell established the use for a short period but ceased operation for a period of two years and the permit and land-use expired, it was null and void when it was sold to the current owner, Ms. Cirker.



## COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area as zoned Agricultural to be used for both residential and agricultural land uses. This zoning allows for a Short-term Tourist Rental by conditional use permit in the Warren County Zoning Ordinance Section §180-21. This property is located in the Browntown Historic District and two properties down from the Village Residential zoning district. Short-term Tourist Rentals provide transient-lodging taxes to the County and are typically used by tourists visiting the area. This use complies with Chapter 6: Economic Development chapter, Goal V and the promotion of tourism objectives of the comprehensive plan.

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### PROPOSAL:

A Short-Term Tourist Rental is defined by the Warren County Zoning Ordinance as, *"A single-family dwelling not attached to any other dwelling by any means and located on an individual lot that is rented for compensation for periods of less than 30 days. See § 180-56.4 for supplementary regulations pertaining to short-term tourist rentals."*

### SUPPLEMENTARY REGULATIONS FOR SHORT-TERM TOURIST RENTAL (Section 180-56.4 of the Warren County Zoning Ordinance):

These regulations are as follows:

- A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.
- B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however, the maximum number of occupants shall not exceed 10. Staff has received comments for septic system information for the property on April 18, 2022. The original septic permit for the structure was approved for a two-bedroom dwelling allowing for an occupancy of 4 persons and the Health Department has confirmed this information.
- C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. There is sufficient parking for five (5) vehicles in the driveway in front of the dwelling. The primary entrance for guests shall be the north entrance off Gooney Manor Loop and the Rainbow Bridge Lane entrance will be limited only to the property owner and service vehicles.
- D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. The boundary lines shall be marked according to location shown on the survey.
- E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. A change of use for a transient boarding

facility for the property dwelling and an inspection will be required to verify if it meets all Building Code requirements for fire/smoke protection and a fire extinguisher.

- G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24-hour notice.
- H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. A Property Management Plan needs to be submitted and shall be reviewed by staff and all other requirements shall need to be met prior to a certificate of zoning for the business being issued. The applicants plan to be the property managers since they currently reside in the County.
- I. If the property is located within a subdivision governed by a Home-Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. This property is not located within a subdivision that is served by a property owners or homeowners association and is located on a state road.
- J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.
- K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. The applicants shall have this posted in the bedrooms and in their guest registration packet.
- L. A copy of Chapter §123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. The applicants shall have a copy of this in their guest registration packet and have it posted in a common area of the dwelling.
- M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in Warren County Code Section §180-63.
- N. All outdoor burning shall comply with Chapter §92 of the Warren County Code.
- O. There shall be a minimum of 100 feet from the short-term tourist rental to all neighboring residences. This dwelling meets the setback requirements to adjacent single-family dwellings which is 271' to the closest dwelling located to the northeast.

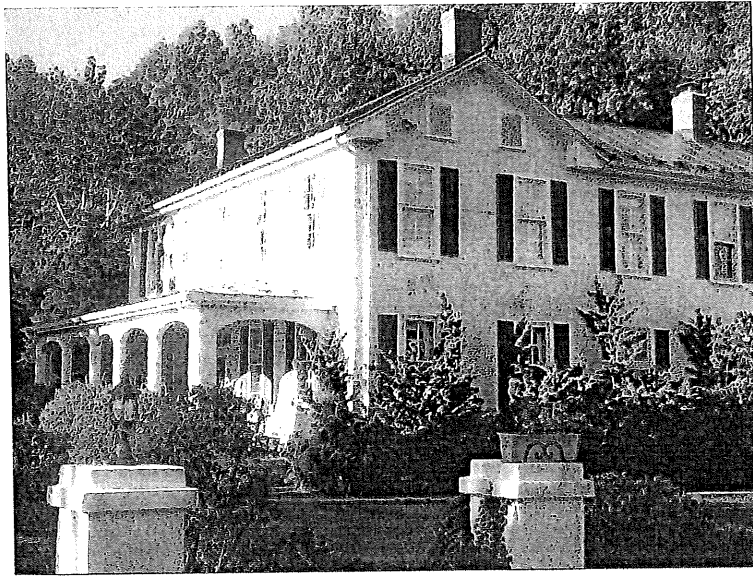
## RECOMMENDED CONDITIONS:

*Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

Staff recommends that, if the Planning Commission recommends approval of this application, the following conditions should be applied:

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been deemed operational.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.

Cc: Emilia Cirker and Mark Saunders, Applicants



To: Warren County Planning Commission  
From: Emilia Cirker, Owner/Operator  
Re: Statement of justification for 5865 Gooney Manor Loop, Bentonville, VA

To Chloe/Joe/Matt et.al:

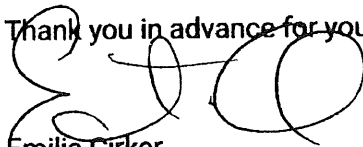
My name is Emilia Cirker, owner of 5865 Gooney Manor Loop, Bentonville, VA. With my unique and varied background as a chef, yogi, startup entrepreneur & wellness coach, I now share the same holistic lifestyle principals that have been the cornerstone of my personal wellbeing and professional success with individuals all over the world. While hosting wellness retreats globally has been so rewarding, my plan has always been to open a brick and mortar retreat center with my brother (fitness coach) in our beloved birth-place and home of Virginia. The moment we set foot onto this magical property, we knew it was the perfect oasis to bring our holistic retreat center to life. Simultaneously being able to protect, maintain and sustain the historic, lush and serene grounds from heavy commercial development is just icing on the proverbial cake.

Emilia Cirker (owner) and her brother and business partner, Mark Saunders, will live on the property bi weekly (app 50% of the year) to caretake the grounds & gardens and to host wellness retreats. Emilia's daughter and parents will live with them for 8 weeks through the summer and 4 weeks in the winter. The remainder of the year (less than 50%) will be split between 3rd party retreats and short term rental usage.

While we will market our property on sites like Airbnb for exposure, we won't function as the typical short term rental but similarly to their "luxury experience destination" with a holistic wellness focus. Our plan is to host intimate, unique and transformational retreats that offer a variety of life-enhancing workshops, classes and indoor and outdoor activities that reduce stress, increase mental focus, revive your senses, and strengthen your mind, body and spirit. By working with me and my team of experienced and licensed professionals to provide overall optimal wellness for our guests, surrounded by the magic of the blue ridge mountains, our hope is for all guests to leave feeling revived, transformed and equipped with the necessary tools to continue thriving long after they have left the Manor.

Please let me know if you have any other questions or need any other information from us at this time.

Thank you in advance for your consideration,



Emilia Cirker  
571.205.0701



# WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: CUP2022-04-02  
 Date Received: 3-9-22  
 Fee Amount: \$ 500.00  
 Date Paid: \_\_\_\_\_

## Applicant Information:

Emilia Cirker and Mark Saunders  
 Applicant Name

5865 Gooney Manor Loop Bentonville VA 22610  
 Address City State Zip

Property Location for conditional use permit if Different than Applicant's Address

Emilia Mark  
571-205-0701 571 235-6936 EmiliaCirker@gmail.com / Saunders.mark@gmail.com  
 Primary Contact Number Email

Emilia Cirker  
 Property Owner (if same as applicant, leave blank)

5865 Gooney Manor Loop " " " "  
 Address City State Zip

" " " "  
 Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

## A. Property Information:

- (1) Address/Location: 5865 Gooney Manor Loop
- (2) Election District: South River
- (3) Tax Map Number: 44-12
- (4) Subdivision Name: \_\_\_\_\_
- (5) Total Area of Property (acres): 3.882 acres
- (6) Total Area to be Used (acres): \_\_\_\_\_
- (7) Total Road Frontage (feet): \_\_\_\_\_
- (8) Depth of Property (feet): \_\_\_\_\_
- (9) Present Zoning: Agricultural

## B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short-term rental
- (2) Current land use and condition of site: SFH
- (3) Zoning of surrounding land/property: AG
- (4) Will development be staged? ☐ Yes ☐ No
- (5) Construction Time: updating and renovating
- (6) Season, days, and hours of operation: N/A
- (7) Will there be a sign? ☐ Yes ☒ No  
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) N/A
- (9) Number of full time employees: 2
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: will research
- (12) Number of parking spaces to be provided: Regular ☒ Handicap ☐
- (13) What is the proposed landscaping and buffering for this property? flatland,

## C. Plans Prepared By

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

## D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) \_\_\_\_\_

Daily trash & Debris will be disposed of weekly at the dump

- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) No

- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. Noise emissions will be negligible and will adhere to Warren County noise ordinance

- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) No

- (6) What will be the impact on traffic? Negligible

- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. \_\_\_\_\_

Landscaping lighting will be added in beds, gardens and pathways appx 40-80 watts. Pool and patio will also be lit sparingly

**The following documents and/or information are required  
to be submitted with the application:**

☒ **An application fee of \$500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.

☒ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☒ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☒ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☒ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☒ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☒ **Environmental and Community Impact Statements**

The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☒ **List of chemicals stored on the site**

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☒ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☒ **Directions to your property from the Warren County Government Center.**

\_\_\_\_\_

Rte 649 to US-340S and Rte 622

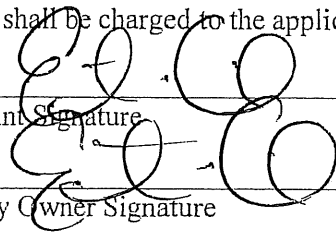
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\_\_\_\_\_

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

  
Applicant Signature

3.16.2022

Date

Property Owner Signature

3.16.2022

Date

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.**

NOTES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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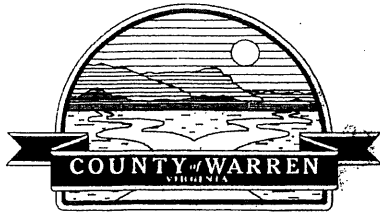
# Signage

Previous signage photo



Currently: shrubs have been cleared  
for visibility  
Pending: New signage to be ordered.  
Similar construction style but twice  
as large & visible.

# COUNTY OF WARREN



County Administrator's Office  
Warren County Government Center  
220 North Commerce Avenue, Suite 100  
Front Royal, Virginia 22630

Phone: (540) 636-4600

FAX: (540) 636-6066

Email: admin@warrencountyva.net

**Douglas P. Stanley**  
County Administrator

## BOARD OF SUPERVISORS

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Fork  
District

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District

Linda P. Glavis  
South River  
District

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Shenandoah  
District

## CONDITIONAL USE PERMIT 2009-01-04

NAME: Renee O'Connell

ADDRESS: 5865 Gooney Manor Loop, Browntown, Virginia 22610

PROPERTY DESCRIPTION: Located in the South River District, identified on Tax Map 44 as Lot 12 and is zoned Agricultural.


AUTHORIZED USE: Bed-and-breakfast

### CONDITIONS:

1. The applicant shall comply with all Virginia Department of Transportation and Warren County Health Department and other applicable state and federal regulations and requirements.
2. This permit will be nontransferable. *- NO LONGER ALLOWED AS CONDITION*
3. The applicant shall provide adequate parking for the Bed-and-Breakfast lodging establishment.
4. On-site merchandising of antiques and furniture shall not be allowed in conjunction with the Bed-and-Breakfast.
5. The facility used for the Bed-and-Breakfast shall meet the requirements and approval of the Warren County Building Inspections Department.
6. The northern entrance shall be the only entrance used by the Bed-and-Breakfast patrons.
7. The landscaping adjacent to the entrance shall be trimmed as needed to maintain site distance as mandated by the Virginia Department of Transportation.

DATE PERMIT EXPIRES: THIS PERMIT WILL EXPIRE ON MARCH 17, 2011 UNLESS THE USE HAS BEEN ESTABLISHED OR IF THE USE IS DISCONTINUED FOR A PERIOD OF TWO YEARS OR LONGER.

DATE APPROVED BY BOARD OF SUPERVISORS: MARCH 17, 2009

  
DOUGLAS P. STANLEY  
COUNTY ADMINISTRATOR

cc: Commissioner of the Revenue  
Planning Director  
Zoning Administrator  
Planner  
GIS Coordinator

**VIRGINIA**  
**DIVISION OF HISTORIC LANDMARKS**  
**HISTORIC DISTRICT/BRIEF**  
**SURVEY FORM**

File no. 93-108  
Negative no(s) 11030

City/Town/Village/Hamlet <u>Browtown</u>		County <u>Warren</u>	
Street address or route number <u>Rt. 631</u>		U.S.G.S. Quad <u>Chester Gap</u>	
Historic name <u>Asa Lafayette-Udike House</u>		Common name <u>Gooney Manor</u>	
Present use <u>Residential</u>		Building Style <u>Vernacular I-house</u>	
Original use <u>Residential</u>		Building Date(s) <u>ca.1870-1885, early 20th C.</u>	

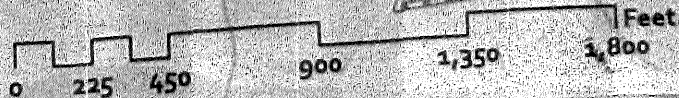
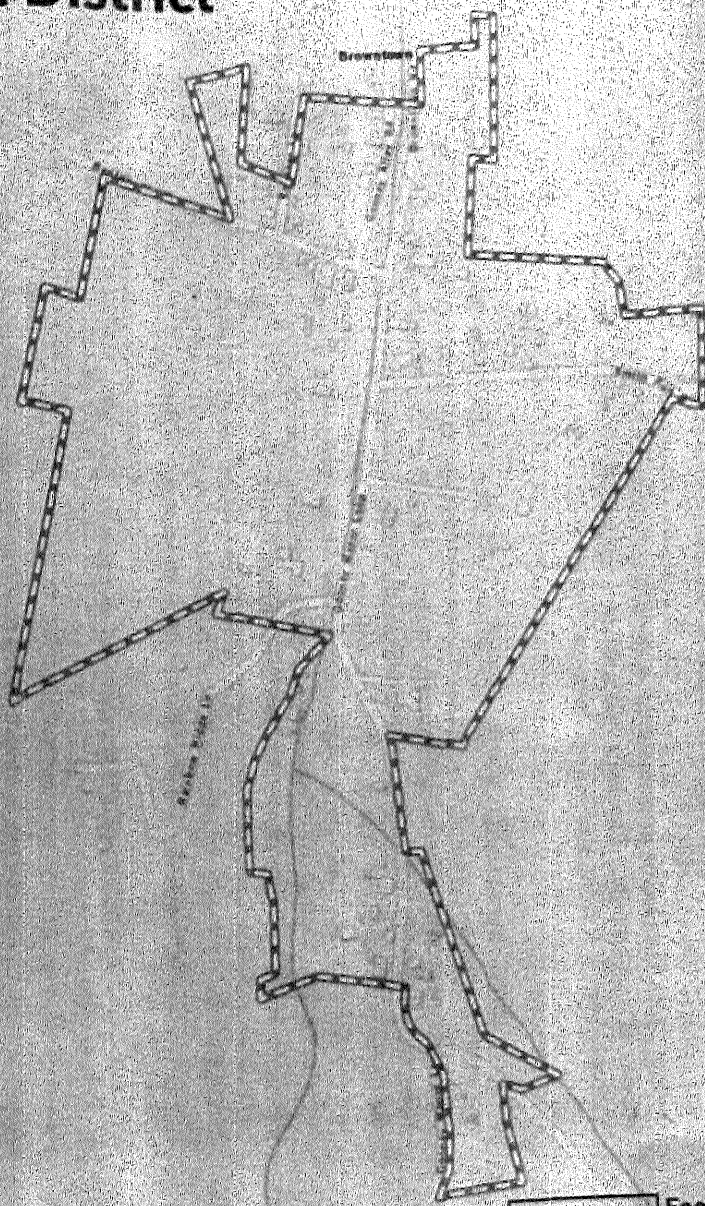
<b>Construction Materials</b> <input checked="" type="checkbox"/> wood frame <input type="checkbox"/> brick bond: <input type="checkbox"/> English <input type="checkbox"/> Flemish <input type="checkbox"/> _____course American <input type="checkbox"/> stretcher <input type="checkbox"/> other _____ <input type="checkbox"/> stone <input type="checkbox"/> random rubble <input type="checkbox"/> coursed rubble <input type="checkbox"/> ashlar <input type="checkbox"/> dressed <input type="checkbox"/> rock-faced <input type="checkbox"/> log: <input type="checkbox"/> squared <input type="checkbox"/> unsquared notching: <input type="checkbox"/> V-notch <input type="checkbox"/> half dovetail <input type="checkbox"/> saddle <input type="checkbox"/> full dovetail <input type="checkbox"/> square <input type="checkbox"/> diamond <input type="checkbox"/> concrete block <input type="checkbox"/> terra cotta <input type="checkbox"/> steel frame <input type="checkbox"/> other _____	<b>3. Stories (number)</b> <u>2</u> <input checked="" type="checkbox"/> low basement <input type="checkbox"/> raised basement <hr/> <b>4. Bays (number):</b> front <u>5</u> side (church) _____ <input checked="" type="checkbox"/> symmetrical <input type="checkbox"/> asymmetrical <hr/> <b>5. Roof Type</b> <input type="checkbox"/> shed <input type="checkbox"/> hipped <input type="checkbox"/> parapet? <input type="checkbox"/> pyramidal? <input checked="" type="checkbox"/> gable <input type="checkbox"/> mansard <input type="checkbox"/> pediment? <input type="checkbox"/> false mansard <input type="checkbox"/> parapet? <input type="checkbox"/> gambrel <input type="checkbox"/> clipped end? <input type="checkbox"/> flat <input type="checkbox"/> cross gable? <input type="checkbox"/> parapet? <input type="checkbox"/> central front gable? <input type="checkbox"/> roof not visible <input type="checkbox"/> other _____
<b>Cladding Material</b> <input type="checkbox"/> weatherboard <input type="checkbox"/> composition siding <input type="checkbox"/> vertical siding <input checked="" type="checkbox"/> stucco <input type="checkbox"/> board & batten <input type="checkbox"/> aluminum or vinyl siding <input type="checkbox"/> shingle: <input type="checkbox"/> cast iron <input type="checkbox"/> wood <input type="checkbox"/> sheet metal <input type="checkbox"/> asbestos <input type="checkbox"/> enameled metal <input type="checkbox"/> asphalt <input type="checkbox"/> glass <input type="checkbox"/> brick/tex <input type="checkbox"/> other _____	<b>6. Roofing Material</b> <input type="checkbox"/> shingle <input type="checkbox"/> composition (asphalt, asbestos, etc.) <input type="checkbox"/> wood <input checked="" type="checkbox"/> metal <input checked="" type="checkbox"/> standing seam <input type="checkbox"/> corrugated <input type="checkbox"/> pressed tin (simulated shingles) <input type="checkbox"/> tile <input type="checkbox"/> pantile <input type="checkbox"/> flat <input type="checkbox"/> glazed <input type="checkbox"/> slate <input type="checkbox"/> not visible
	<b>7. Dormers (number):</b> front _____ side _____ <input type="checkbox"/> gable <input type="checkbox"/> pediment? <input type="checkbox"/> shed <input type="checkbox"/> hipped
	<b>8. Primary Porch</b> style <u>Vernacular</u> stories <u>1</u> levels <u>full height</u> bays <u>5</u> materials <u>wood, stucco</u> description and decorative details <u>Solid balustrade; square supports w/ segmental</u> <u>arches above.</u>
<b>9. General supplementary description and decoration:</b> 4/4 & 1/1 windows; 2 int. end chimneys; 5-light transom & 3-light sidelights; 2 4-light attic windows in gable end; rear 2 story ell w/ central flue & enclosed 2 story porches; 3-light transom over door on rear ell.	
<b>10. Major additions and alterations:</b> New windows; new louvered shutters; aluminum window trim; house attached to summer kitchen via covered breezeway.	
<b>11. Outbuildings:</b> Gambrel-roofed barn; frame machine shed; stone spring house; root cellar w/ stone foundation attached to frame summer kitchen w/ central stone chimney.	
<b>12. Landscape Features:</b> Swimming pool in rear yard; across Gooney run from Rt. 631.	
<b>13. Significance:</b> One of larger dwellings in community of Browtown, in fairly original condition.	

Surveyed by: _____	Date: <u>6/01</u>
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**Browntown Historic District**  
**Warren County**  
**DHR ID: 093-5032**



**DHR**  
Department of Historic Resources



For more information, visit [www.elsevier.com/locate/jbiotec](http://www.elsevier.com/locate/jbiotec)

# Lord Fairfax Health District

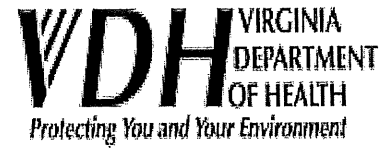
Warren County Health Department

465 West 15<sup>th</sup> Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

[www.vdh.virginia.gov](http://www.vdh.virginia.gov)



April 18, 2022

Mr. Matt Wendling, Deputy Planning Director / County Floodplain Manager  
Warren County Planning and Zoning  
220 N Commerce Avenue, Suite 400  
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-02 & 2022-04-03  
Owner: Emilia Cirker & Mark Saunders

Dear Mr. Wendling,

I have reviewed the request for comments regarding the property at 5865 Gooney Manor Loop, Bentonville, Virginia, in Warren County, (property identified on tax map # 44-12), and I offer the following comments:

1. The permit for a sewage disposal system was issued on March 05, 1970 with a record of inspection dated March 10, 1970. Another permit was issued June 01, 1981 with a record of inspection dated June 16, 1981. The system is designed to serve a 2 bedroom house with 4 occupants maximum.
2. A Repair permit was issued March 24, 2009 with an inspection dated March 24, 2009.
3. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
4. All trash and garbage shall be placed in containers with tight-fitting lids.
5. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
6. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
7. The sewage disposal system should be pumped if this has not been done in the last three to five years.
8. Do not connect any hot tub discharge to the sewage disposal system.



# Lord Fairfax Health District

Warren County Health Department

465 West 15<sup>th</sup> Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

[www.vdh.virginia.gov](http://www.vdh.virginia.gov)



Emilia Cirker & Mark Saunders

April 18, 2022

Page 2

The septic system is currently design for full time residency of no more than 4 occupants. This will allow short term rental as well as full time living as long as the number of occupants does not exceed 4 people. In order to consider using the property for a retreat center a private OSE/AOSE will need to be consulted to evaluate or design a new system for the proposed change of use. The owners can reach out to our office for more information.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "G. Smith".

Greg Smith

Environmental Health Specialist

## Matt Wendling

---

**From:** Smith, Gregory <gregory.smith@vdh.virginia.gov>  
**Sent:** Wednesday, April 20, 2022 8:17 AM  
**To:** Matt Wendling  
**Subject:** Re: 44-12 Comment Requests

Matt,

There are so many ways that it can go as a retreat center and so many questions as to the plan to really say yes or no. We really just need to know the owners plan for the number of people coming through the facility and the septic will need to be designed accordingly. As long as they have a septic system that will accommodate their plan it will be fine. The current system will severely limit what they can do. An OSE can design a new system based on the planned use of the property. It might be best if the owners contact us to discuss the options. I can try calling her if thats best.

Thank you,

**Greg Smith**

Environmental Health Specialist  
Warren County Health Department  
465 West 15th Street, Suite 200  
Front Royal, VA 22630  
Direct: 540-551-8435  
Office: 540-635-3159

On Tue, Apr 19, 2022 at 4:41 PM Matt Wendling <[Mwendling@warrencountyva.net](mailto:Mwendling@warrencountyva.net)> wrote:

Thanks Greg,

I'll discuss this with the applicants to see what direction they want to go. Would they be allowed to have more for a retreat center that operated during the day?

Matt

Matt Wendling

Warren County Planning Department

Deputy Planning Director / County Floodplain Manager

220 N. Commerce Ave., Suite 400

Front Royal, VA 22630

(540)-636-3354

[www.warrencountyva.net](http://www.warrencountyva.net)

<http://ecode360.com/9745479>

[www.warrencountyva.net](http://www.warrencountyva.net)

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**From:** Smith, Gregory <[gregory.smith@vdh.virginia.gov](mailto:gregory.smith@vdh.virginia.gov)>

**Sent:** Tuesday, April 19, 2022 4:26 PM

**To:** Matt Wendling <[Mwendling@warrencountyva.net](mailto:Mwendling@warrencountyva.net)>; Chloe Phillips <[cphillips@Warrencountyva.net](mailto:cphillips@Warrencountyva.net)>

**Cc:** [emiliacirker@gmail.com](mailto:emiliacirker@gmail.com); [saunders.mark8@gmail.com](mailto:saunders.mark8@gmail.com)

**Subject:** 44-12 Comment Requests

Please see the attached comments in response to the requests for tax map # 44-12.

Thank you,

**Greg Smith**

Environmental Health Specialist

Warren County Health Department

465 West 15th Street, Suite 200

Front Royal, VA 22630

Direct: 540-551-8435

Office: 540-635-3159



Warren County Health Department  
134 Peyton St.  
Front Royal, VA 22630  
(540) 635 3159 Voice  
(540) 635 9698 Fax

## Septic Tank - Soil Absorption System Repair Permit

Health Department ID Number: 187090060

<b>Owner / Agent Information</b>	
Owner: Renee O'Connell 5865 Gooney Manor Loop Browntown, Virginia 22610 Owner Phone: (540) 635-4197	
<b>Location Information</b>	
Property Address: Browntown Road Locality: Warren Directions:	Tax Map: 44-12
<b>General Information</b>	
System Type: septic tank effluent and drainfield	Daily Flow: 300 gallons
Type of Property: Residential	Number of Bedrooms: 2 maximum
<b>Sewer Line</b>	<b>Distribution Box Information</b>
4" Sch. 40 PVC or equivalent (cleanouts required at 50' to 60' intervals) <b>Replace</b> <b>damaged portion of sewer line. OK 3/24/09 CUB</b>	No. of Boxes: No. of Outlets: Existing system.
<b>Conveyance Line / Force Main Information</b>	<b>Header Line Information</b>
Method: Existing system. Material: Pressure type with pressure-type joints Pipe Diameter: " Minimum Slope: 6" per 100' (only for non-pump)	ASTM F405 pipe or better (1500 # crush or equivalent) Minimum slope 2" per 100' Existing system.
<b>Septic Tank - Inlet Outlet Structure</b>	<b>Percolation Lines and Absorption Area</b>
Capacity: 960 gallons Existing system. The inlet structure shall be 1-2 inches higher than the outlet structure and shall extend 6-8 inches below and 8-10 inches above the normal liquid level. The outlet structure shall extend 35-40% below the normal liquid level and 8-10 inches above the normal liquid level. To comply with the maintenance requirements of 12 VAC 5-610-817 the septic tank must be provided with one of the following three options: 1) Inspection port, 2) Effluent filter, 3) Reduced maintenance tank	Slope: 2-4" per 100' Percolation Lines: 4" diameter Center to Center Spacing: 7' Installation Depth: 30" Depth of Aggregate: 13", Size of Aggregate: 0.5-1.5" Total Number of Laterals: 5 Laterals to be 80' long, x 2' wide Install 800 Square Feet Total 0% Reserve Area Required for Future Repairs Existing sytem.
<b>Please Note:</b>	

**Construction Drawing**

HD ID #: 187090060

<b>Owner Information</b>	
Renee O'Connell 5865 Gooney Manor Loop Browntown, Virginia 22610	Phone: (540) 635-4197
<b>Construction Drawing</b>	
Schematic drawing of sewage disposal system and topographic features. See L.H.S.-121 dated March 5, 1970 for location of components.	

This sewage disposal system construction permit is null and void if conditions are changed from those shown on the application or construction permit. No part of any installation may be covered or used until inspected, corrections made if necessary and the system is approved. The inspection will normally be made by the system designer, who may be an AOSE, PE, or EHS. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon direction of the Department or the system designer.

System Design By: E.D. Millar ; Site Evaluation By: E.D. Millar

*Walter P. Bailey, Jr.*  
Walter P. Bailey, Jr., EHSS

March 24, 2009  
Issue Date

September 24, 2010  
Expiration Date



## Matt Wendling

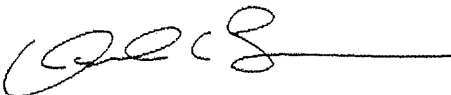
**From:** David Beahm  
**Sent:** Thursday, May 19, 2022 5:09 PM  
**To:** Matt Wendling  
**Cc:** Paula Fristoe  
**Subject:** Request for Comments 2022-04-02 – Emilia Cirker and Mark Saunders – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000171-2022

Comments 2022-04-02 – Emilia Cirker and Mark Saunders – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000171-2022:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.
- Building Inspections Items:
  - The use of the existing dwelling for a “short-term rental” would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating it as a short-term rental.
  - Given the timeframe that the structure was originally built it may not require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

If anything should change in the scope additional requirements may be required.

Respectfully,



Warren County Building Inspections

David C. Beahm, CBO  
Building Official

220 North Commerce A

Suit  
Front Royal, VA 2

540/636-

FAX 540/636-

[dbeahm@warrencountyva.net](mailto:dbeahm@warrencountyva.net)

[www.warrencountyva.net](http://www.warrencountyva.net)

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

## Matt Wendling

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**From:** Warren County <No\_Reply@warrencountyva.net>  
**Sent:** Wednesday, May 11, 2022 12:52 PM  
**To:** Matt Wendling  
**Subject:** Warren County Government Website contact inquiry [Gary Kushner]

A contact inquiry has been submitted via the employee contact form found at <https://www.warrencountyva.net/> (Warren County Government Website) on 2022-05-11. Please view details below.

Sender Name: Gary Kushner  
Sender Email: gkushn@centurylink.net  
Day Phone: 7033507017  
Evening Phone: --N/A--  
Contact Preference: Either

**Comments:**

Wanted to submit a comment to the Planning Commission re; z2022-04-01 permitting a Retreat in the Agricultural zone by CUP. Two important considerations in my opinion, one/ every commercial expansion of what's permitted in an Ag zone dilutes control. Like the camel's nose under the tent. Devil is always in the details so pay particular attention to the wording of definitions. Specifics not generality verbage please. I wouldn't support holistic programs evolving to organized outdoor music and activities that could disrupt neighbors.Two/ while periodic retreats of a max 4 persons has minimal impact on the rural neighborhood, more would give me concern. Thus I support appvl of benign, meditation and reflection activities at a level supported by staff up to 4 participants.  
thank you for the opportunity to comment.

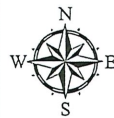
Gary Kushner

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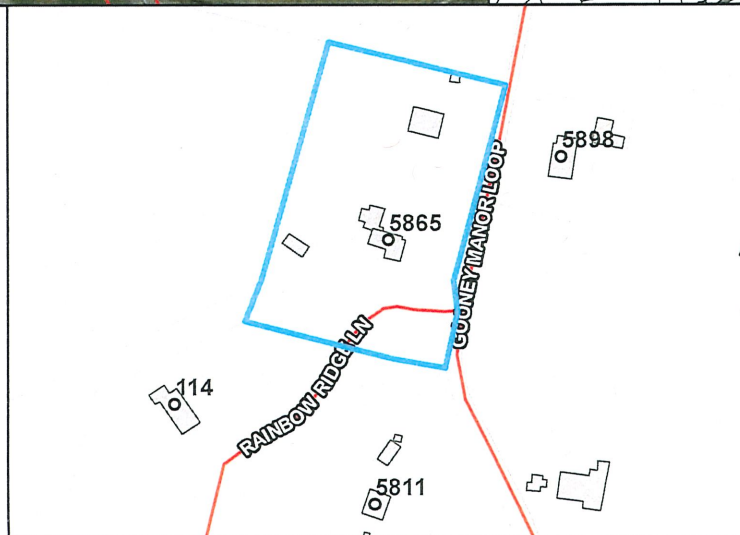
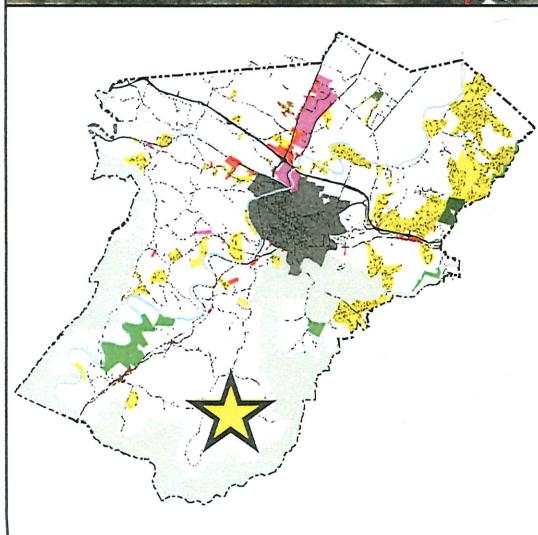
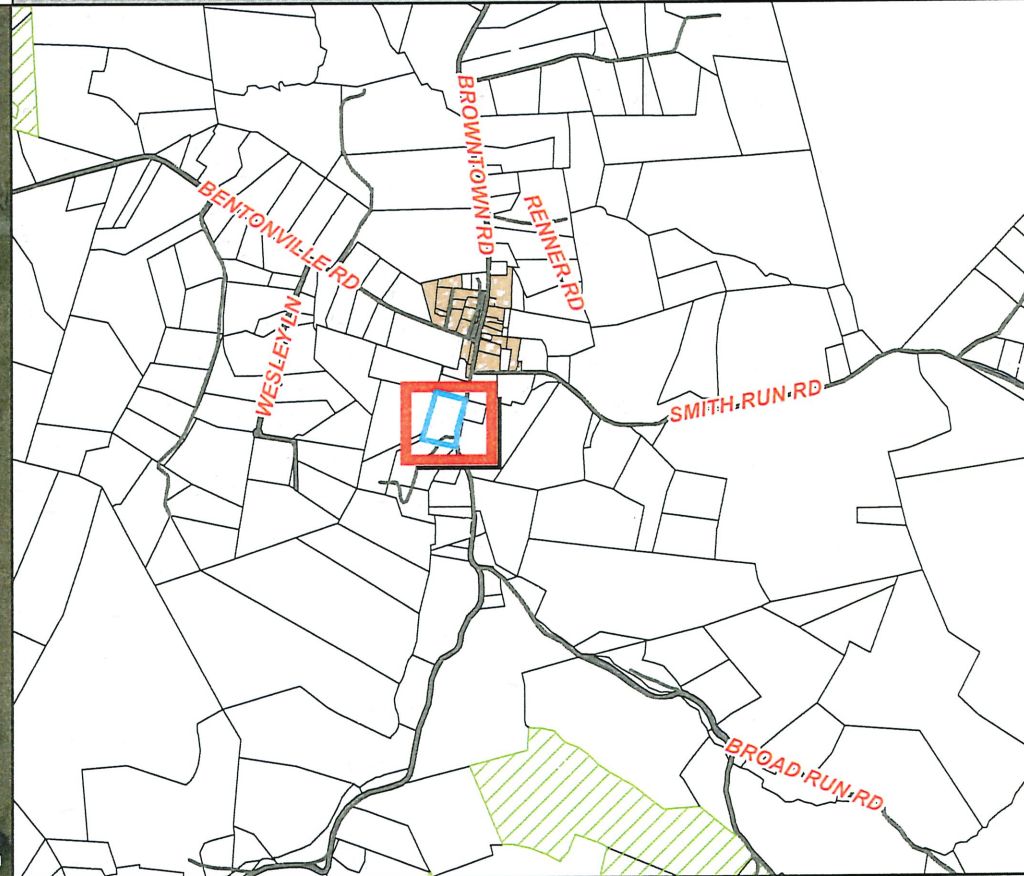
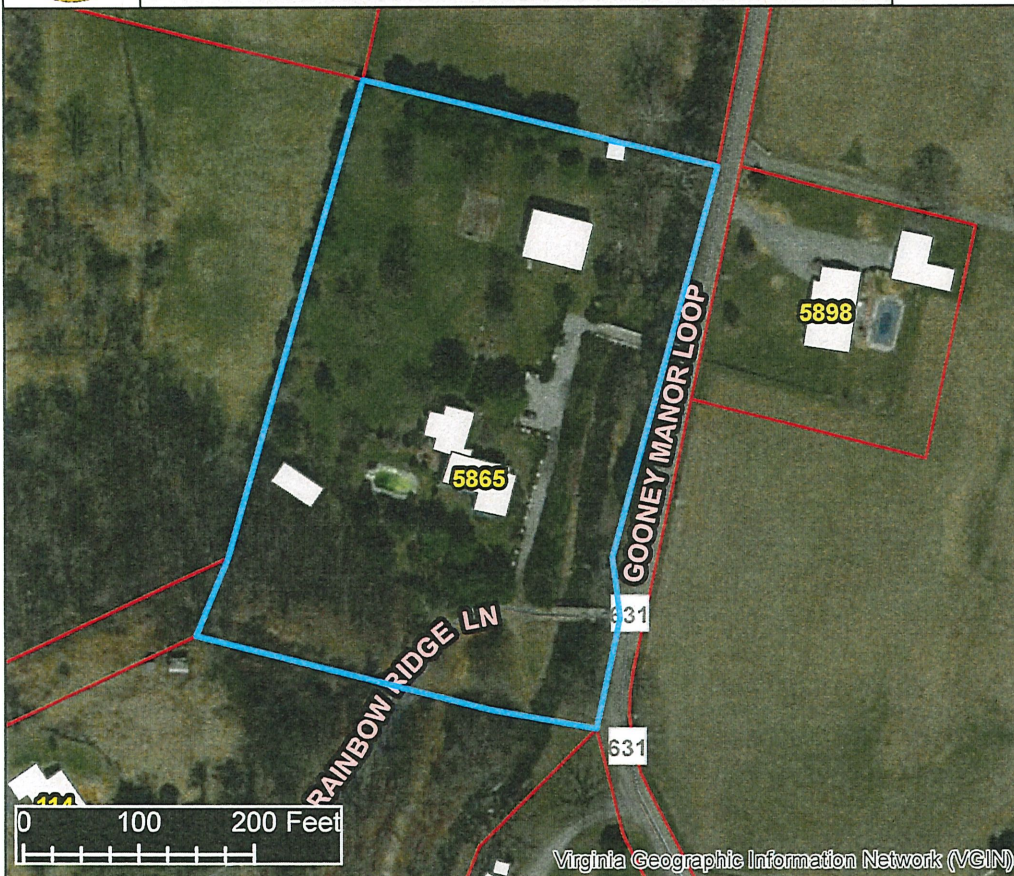
# Warren County VA

## CUP Location Map



Short Term Tourist Rental & Retreat Center  
Applicants: Emilia Cirker & Mark Saunders

TM 44-----12  
5868 Gooney Manor Loop



### Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by  
Warren County GIS 2022  
Department of Planning





# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/07/2022	I-16	Zoning Ordinance Amendment - Z2022-04-01 An ordinance to amend Sections §180-8 <i>Definitions</i> to for <i>Retreat Center</i> , and to add §180-55.3 Supplemental Regulations for a <i>Retreat Center</i>	1 of 1

### **EXPLANATION & SUMMARY:**

The applicant, Emilia Cirker has requested this text amendment to add changes to the current definition of a Retreat Center. The current definition in §180-8 states a Retreat Center is, "A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation and/or religious exercises."

The applicant would like to add the following use language to the definition, "A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation, holistic wellness and/or religious exercises. The facility may conduct training, seminars, workshops, and customized programs in both indoor and outdoor settings."

This land-use is currently listed as a conditional use in code section §180-21.D (36) in the Agricultural zoning district which will not change.

The current land-use doesn't have any supplemental regulations identified in Article V: Supplemental Regulations of the County Code and County staff is recommending the following regulations be located in §180-55.3;

See attached supplemental regulations, definitions and zoning district land uses.

### **PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize advertisement for a public hearing for the proposed zoning text amendment for a revised definition for a Retreat Center with supplemental regulations.

OR

I move that the Board of Supervisors table the proposed amendment for discussion at a work session.

### **SUBMITTED BY:**

Matt Wendling CFM  
Planning Director  
County Floodplain Manager

### **DISPOSITION OF COMMISSION:**

☐ **APPROVED**   ☐ **OTHER (Describe)**

### **PROCESSED**

**BY:**

AN ORDINANCE TO AMEND THE DEFINITION OF RETREAT CENTER IN SECTION 180-8 AND ADD SUPPLEMENTAL REGULATIONS PERTAINING TO RETREAT CENTERS.

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8 and 180-55.3 of the Warren County Code (Zoning) be amended, added, and re-ordained as follows:

Chapter 180. Zoning

Article II. Application

§ 180-8. Definitions.

RETREAT CENTER

A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation, holistic wellness and/or religious exercises. The facility may conduct training, seminars, workshops, and customized programs in both indoor and outdoor settings.

Article V. Supplementary Regulations

§ 180-55.3 Retreat Center

These provisions are intended to ensure that retreat centers are operated in a safe and healthful manner. Where allowed, retreat centers shall meet the following requirements:

- A. The property owner and/or operator of the retreat center shall apply and receive a zoning permit from the Planning Department prior to operation. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit.
- B. The maximum number of occupants/participants shall be determined by approved permits received by the Warren County Health Department and shall be specified in the conditions placed on the conditional use permit.
- C. Parking for the use shall be in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. The applicant shall meet all standards for parking areas as referenced in §180-15 for Off-street Parking.
- D. Property boundaries, or limitations within the property's boundaries where attendees are allowed, must be clearly marked at all times.
- E. The hours of operation shall be specified in the conditions placed on the conditional use permit.
- F. Overnight stays may be permitted, occupancy is determined by §180-55.3.B.
- G. The use of overnight outdoor accommodations may be allowed by participants of the retreat center and shall meet the following requirements:



- (1) A site plan shall be submitted to the Planning Department that includes but not limited to information regarding structures, adequate parking, traffic control into and around the site, emergency ingress and egress, directional signage, outdoor lighting, and restroom facilities.
- (2) Overnight outdoor accommodations shall only be used by people participating in retreat center activities.
- (3) No permanent cabins or recreational vehicles shall be permitted.
- (4) The size and total number of outdoor sites to be occupied for overnight accommodations shall be determined by lot size as follows:
  - (a) No outdoor site shall occupy more than 400 square feet.
  - (b) Lots equal to or greater than 2 acres but less than 5 acres in size, shall have no more than one outdoor site.
  - (c) Lots equal to or greater than 5 acres but less than 10 acres in size, shall have no more than two outdoor sites.
  - (d) Lots equal to or greater than 10 acres but less than 20 acres in size, shall have no more than three outdoor sites.
  - (e) Lots 20 acres or more in size, shall have no more than five outdoor sites.
- (5) Outdoor site locations shall be in the side or rear yard.
- (6) Outdoor site locations shall be 50 feet from any property line and/or 100 feet from any neighboring dwelling.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/07/2022	I-17	Conditional Use Permit #2022-04-03 Emilia Cirker & Mark Saunders <i>Retreat Center</i>	1 of 2

**EXPLANATION & SUMMARY:**

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

- (1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
- (2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
- (4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- (5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- (6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
  - (a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
  - (b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
  - (c) Provide for adequate parking and ingress and egress to public streets or roads.
  - (d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
  - (e) Prevent such use from changing the character and established pattern of development of the community.

**Planning Commission Move to Approve:**

Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Longo and approved by the Planning Commission by a vote of 4 - 0. Mrs. Richardson was absent.

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections, Virginia Department of Transportation and Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been determined to be operational.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicant shall meet the Code requirements of Section §180-15 for off-street parking with the number of spaces to be determined by the Zoning Administrator for Retreat Center events.
5. The north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.
7. The site plan shall be reviewed by Planning staff and all regulations and conditions must be met prior to the issuance of a certificate of zoning for the business license.

**BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Retreat Center for advertisement of a public hearing.

**SUBMITTED BY:**

Matt Wendling, CFM  
Planning Director  
County Floodplain Manager

**DISPOSITION OF BOARD:**

☐ **APPROVED**    ☐ **OTHER (Describe)**

**PROCESSED BY:**



Conditional Use Permit: 2022-04-03/ Retreat Center  
Emilia Cirker & Mark Saunders, Applicants/ Owners  
Staff Report for the Planning Commission  
Prepared: April 13<sup>th</sup>, 2022 Revised: May 31<sup>st</sup>, 2022  
Staff: Matt Wendling, Planning Director/County Floodplain Manager

---

### SUMMARY OF REQUEST

The applicant, Ms. Cirker recently purchased the property in October 2021 and plans to open both a holistic wellness retreat center offering both classroom and outdoor activities to attendees and a Short-Term Tourist Rental on weeks when the Retreat center is not hosting workshops or other events. She plans to offer it as a "luxury experience destination" for relaxation and will be offered less than half the year since there are plans for their own use and to allow family members to live in the home at least 3 months out of the year and host the retreat center events/workshops for the balance of time when the property is not being rented Short-Term. The property dwelling does have an attached historic cottage which will be used for both uses, a barn to be used for indoor health and wellness activities, and an old chicken coop accessory structure which they plan to demolish and build a yoga studio and classroom for their "life-enhancing" workshops and related wellness events. Her brother Mark Saunders will be assisting as the manager of the Short Term Tourist Rental and fitness coach and assistant at the workshops and training seminars.

---

### PROPERTY INFORMATION

Property Location: 5865 Gooney Manor Loop	Town/Village: Downtown Browntown
Tax Map ID: # 44--12	Zoning: Agricultural (A)
Magisterial District: South River	Acres: 3.882
Subdivision: Larry Andrews	
Existing Land Use: Single Family Dwelling with Barn and outbuildings	
Special Flood Hazard Area: The property and dwelling are not mapped by FEMA but is located adjacent to Gooney Creek which is identified as a perennial stream.	

---

### SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)	Use: Single-Family Dwelling with Woodlands
South: Agricultural (A)	Use: Single-Family Dwelling with Woodlands
East: Agricultural (A)	Use: Single-Family Dwelling with Pasture
West: Agricultural (A)	Use: Single-Family Dwelling with Pasture & Woodlands

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### PROPERTY HISTORY

The former property owner, Renee O'Connell was issued a Conditional Use Permit for a Bed and Breakfast in March of 2009. Mrs. O'Connell established the use for a short period and the permit and land-use was expired when it was sold to the current owner, Ms. Cirker.

---

### COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area as zoned Agricultural to be used for both residential and agricultural land uses. This zoning allows for a Retreat Center by conditional use permit in

the Warren County Zoning Ordinance Section §180-21. This property is located in the Browntown Historic District and two properties down from the Village Residential zoning district. Short-term Tourist Rentals provide transient-lodging taxes to the County and are typically used by tourists visiting the area. This use complies with Chapter 6: Economic Development chapter, Goal V and the promotion of tourism objectives of the comprehensive plan.

---

### PROPOSAL:

This is the current definition of **RETREAT CENTER**: *A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation and/or religious exercises.*

The applicant is requested a text amendment to change the definition of Retreat Center and staff is recommending the following language;

**"A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation, holistic wellness and/or religious exercises. The facility may conduct training, seminars, workshops, and customized programs in both indoor and outdoor settings."**

### **PROPOSED SUPPLEMENTARY REGULATIONS FOR RETREAT CENTER:**

Staff will be proposing the following supplemental regulations for the text amendment for a Retreat Center:

- A. The property owner and/or operator of the retreat center shall apply and receive a zoning permit from the Planning Department prior to operation. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit.
- A. The maximum number of occupants/participants shall be determined by approved permits received by the Warren County Health Department and shall be specified in the conditions placed on the conditional use permit. **Staff has received comments for septic system information for the property on April 18, 2022. The original septic permit for the structure was approved for a two-bedroom dwelling allowing for an occupancy of 4 persons and the Health Department has confirmed this information.**
- B. Parking for the use shall be in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. The applicant shall meet all standards for parking areas as referenced in §180-15 for Off-street Parking. **The property currently has adequate parking for 5 vehicles in the driveway and parking lot to the front of the dwelling on the north side. The primary entrance for guests shall be the north entrance off Gooney Manor Loop and the Rainbow Bridge Lane entrance will be limited only to the property owner and service vehicles.**
- C. Property boundaries, or limitations within the property's boundaries where attendees are allowed, must be clearly marked at all times.
- D. The hours of operation shall be specified in the conditions placed on the conditional use permit.
- E. Overnight stays may be permitted, occupancy is determined by §180-55.3.B.



F. The use of overnight outdoor accommodations may be allowed by participants of the retreat center and shall meet the following requirements:

1. A site plan shall be submitted to the Planning Department that includes but not limited to information regarding structures, adequate parking, traffic control into and around the site, emergency ingress and egress, directional signage, outdoor lighting, and restroom facilities.
2. Overnight outdoor accommodations shall only be used by people participating in retreat center activities.
3. No permanent cabins or recreational vehicles shall be permitted.
4. The size and total number of outdoor sites to be occupied for overnight accommodations shall be determined by lot size as follows:
  - a. No outdoor site shall occupy more than 400 square feet.
  - b. Lots equal to or greater than 2 acres but less than 5 acres in size, shall have no more than one outdoor site. **This property is 3.9 acres and would be allowed one outdoor site.**
  - c. Lots equal to or greater than 5 acres but less than 10 acres in size, shall have no more than two outdoor sites.
  - d. Lots equal to or greater than 10 acres but less than 20 acres in size, shall have no more than three outdoor sites.
  - e. Lots 20 acres or more in size, shall have no more than five outdoor sites.
5. Outdoor site locations shall be in the side or rear yard.
6. Outdoor site locations shall be 50 feet from any property line and/or 100 feet from any neighboring dwelling.

**RECOMMENDED CONDITIONS:**

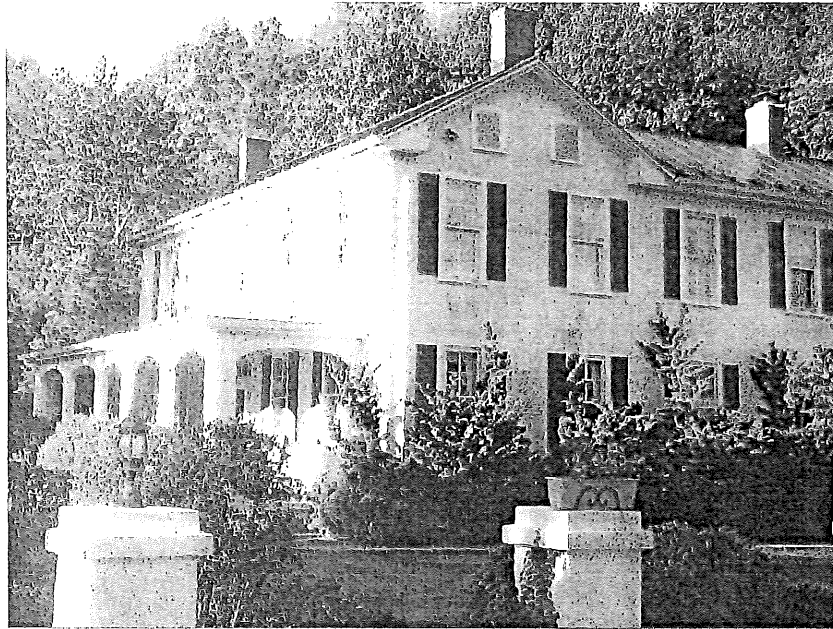
*Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

Staff recommends that, if the Planning Commission recommends approval of this application, the following conditions should be applied:

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections, Virginia Department of Transportation and Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been determined to be operational.

3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicant shall meet the Code requirements of Section §180-15 for off-street parking with the number of spaces to be determined by the Zoning Administrator for Retreat Center events.
5. The north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.
7. The site plan shall be reviewed by Planning staff and all regulations and conditions must be met prior to the issuance of a certificate of zoning for the business license.

Cc: Emilia Cirker and Mark Saunders, Applicants



To: Warren County Planning Commission  
From: Emilia Cirker, Owner/Operator  
Re: Statement of justification for 5865 Gooney Manor Loop, Bentonville, VA

To Chloe/Joe/Matt et.al:

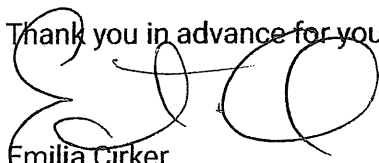
My name is Emilia Cirker, owner of 5865 Gooney Manor Loop, Bentonville, VA. With my unique and varied background as a chef, yogi, startup entrepreneur & wellness coach, I now share the same holistic lifestyle principals that have been the cornerstone of my personal wellbeing and professional success with individuals all over the world. While hosting wellness retreats globally has been so rewarding, my plan has always been to open a brick and mortar retreat center with my brother (fitness coach) in our beloved birth-place and home of Virginia. The moment we set foot onto this magical property, we knew it was the perfect oasis to bring our holistic retreat center to life. Simultaneously being able to protect, maintain and sustain the historic, lush and serene grounds from heavy commercial development is just icing on the proverbial cake.

Emilia Cirker (owner) and her brother and business partner, Mark Saunders, will live on the property bi weekly (app 50% of the year) to caretake the grounds & gardens and to host wellness retreats. Emilia's daughter and parents will live with them for 8 weeks through the summer and 4 weeks in the winter. The remainder of the year (less than 50%) will be split between 3rd party retreats and short term rental usage.

While we will market our property on sites like Airbnb for exposure, we won't function as the typical short term rental but similarly to their "luxury experience destination" with a holistic wellness focus. Our plan is to host intimate, unique and transformational retreats that offer a variety of life-enhancing workshops, classes and indoor and outdoor activities that reduce stress, increase mental focus, revive your senses, and strengthen your mind, body and spirit. By working with me and my team of experienced and licensed professionals to provide overall optimal wellness for our guests, surrounded by the magic of the blue ridge mountains, our hope is for all guests to leave feeling revived, transformed and equipped with the necessary tools to continue thriving long after they have left the Manor.

Please let me know if you have any other questions or need any other information from us at this time.

Thank you in advance for your consideration,



Emilia Cirker  
571.205.0701

# WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: CUP2022-04-03  
 Date Received: 3.16.2022  
 Fee Amount: \$ 500.00 CUP + 1078  
 Date Paid: 3.16.2022

## Applicant Information:

**Emilia Cirkor**

*Applicant Name*

**20636 Muddy Harbour Sq, Sterling, VA 20165**

*Address* *City* *State* *Zip*

**5865 Gooney Manor Loop, Bentonville, VA 22610**

*Property Location for conditional use permit if Different than Applicant's Address*

**571.205.0701      emiliacirkor@gmail.com**

*Primary Contact Number* *Email*

*Property Owner (if same as applicant, leave blank)*

*Address* *City* *State* *Zip*

*Primary Contact Number*

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

## A. Property Information:

- (1) Address/Location: 5865 Gooney Manor Loop, Bentonville, VA 22610
- (2) Election District: 504 South River, Election District
- (3) Tax Map Number: 44-12
- (4) Subdivision Name: Larry L Andrews et. al Division
- (5) Total Area of Property (acres): 3.9 acres
- (6) Total Area to be Used (acres): 3.9 acres
- (7) Total Road Frontage (feet): 505 ft
- (8) Depth of Property (feet): 355 ft
- (9) Present Zoning: Agriculture

## B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: retreat center and short term rental
- (2) Current land use and condition of site: Currently in renovation to comply with inspection, building code, septic, electric, etc. Will not be used until all inspections are passed.
- (3) Zoning of surrounding land/property: Agriculture
- (4) Will development be staged? ☒ Yes ☐ No
- (5) Construction Time: Main house and cottage to be completed by June 2022. Chicken coop to be completed as yoga/meditation accessory by Aug 15.
- (6) Season, days, and hours of operation: Emilia Cirker (owner) and her brother and business partner, Mark Saunders, will live on the property bi weekly (approx 50% of the year) to host wellness retreats. Emilia's daughter and parents will also live there for 8 weeks through the summer and 4 weeks in the winter. The remainder of the year (less than 50%) will be split between 3rd party retreats and short term rental usage.
- (7) Will there be a sign? ☒ Yes ☐ No  
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)  
Attached
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) Yes - Conditional use permit Renee O'Connell 2009-01-04 for Bed & Breakfast, approved March 17, 2009
- (9) Number of full time employees: 2
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: 10
- (12) Number of parking spaces to be provided: Regular 8 Handicap 2
- (13) What is the proposed landscaping and buffering for this property? Per inspection, invasive over-planting (trees and shrubs) have already been removed. There will be 2 large gardens in total being added this Spring + seasonal plantings and grounds landscaping. Planter benches will be installed along creek/house edge providing barrier. Shrubs will be installed on creek/street edge to provide buffering.

## C. Plans Prepared By

Name: Emilia Cirker

Address: 20636 Muddy Harbour Sq, Sterling, VA 20165

Telephone Number: 5712050701

## D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) \_\_\_\_\_

Daily trash & Debris will be disposed of weekly at the dump

- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) No

- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. Noise emissions will be negligible and will adhere to Warren County noise ordinance

- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) No

- (6) What will be the impact on traffic? Negligible

- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. \_\_\_\_\_

Landscaping lighting will be added in beds, gardens and pathways appx 40-80 watts. Pool and patio will also be lit sparingly

**The following documents and/or information are required  
to be submitted with the application:**

☒ **An application fee of \$500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.

☒ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☒ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☒ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☒ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☒ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☒ **Environmental and Community Impact Statements**

The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☒ **List of chemicals stored on the site**

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☒ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☒ **Directions to your property from the Warren County Government Center.**

\_\_\_\_\_

Rte 649 to US-340S and Rte 622

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Applicant Signature

3.16.2022

Date

Property Owner Signature

3.16.2022

Date

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.**

NOTES

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# Lord Fairfax Health District

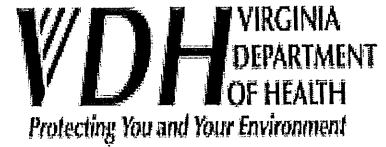
Warren County Health Department

465 West 15<sup>th</sup> Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

[www.vdh.virginia.gov](http://www.vdh.virginia.gov)



April 18, 2022

Mr. Matt Wendling, Deputy Planning Director / County Floodplain Manager  
Warren County Planning and Zoning  
220 N Commerce Avenue, Suite 400  
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-02 & 2022-04-03  
Owner: Emilia Cirker & Mark Saunders

Dear Mr. Wendling,

I have reviewed the request for comments regarding the property at 5865 Gooney Manor Loop, Bentonville, Virginia, in Warren County, (property identified on tax map # 44-12), and I offer the following comments:

1. The permit for a sewage disposal system was issued on March 05, 1970 with a record of inspection dated March 10, 1970. Another permit was issued June 01, 1981 with a record of inspection dated June 16, 1981. The system is designed to serve a 2 bedroom house with 4 occupants maximum.
2. A Repair permit was issued March 24, 2009 with an inspection dated March 24, 2009.
3. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
4. All trash and garbage shall be placed in containers with tight-fitting lids.
5. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
6. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
7. The sewage disposal system should be pumped if this has not been done in the last three to five years.
8. Do not connect any hot tub discharge to the sewage disposal system.

# Lord Fairfax Health District

Warren County Health Department

465 West 15<sup>th</sup> Street, Suite 200

Front Royal, Virginia 22630

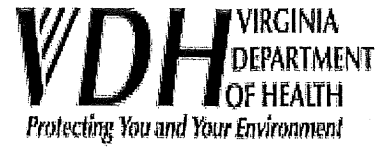
Tel. (540) 635-3159 ~ Fax (540) 635-9698

[www.vdh.virginia.gov](http://www.vdh.virginia.gov)



LORD  
FAIRFAX

HEALTH DISTRICT



Emilia Cirker & Mark Saunders

April 18, 2022

Page 2

The septic system is currently design for full time residency of no more than 4 occupants. This will allow short term rental as well as full time living as long as the number of occupants does not exceed 4 people. In order to consider using the property for a retreat center a private OSE/AOSE will need to be consulted to evaluate or design a new system for the proposed change of use. The owners can reach out to our office for more information.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

Greg Smith

Environmental Health Specialist



## **Matt Wendling**

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**From:** Smith, Gregory <gregory.smith@vdh.virginia.gov>  
**Sent:** Wednesday, April 20, 2022 8:17 AM  
**To:** Matt Wendling  
**Subject:** Re: 44-12 Comment Requests

Matt,

There are so many ways that it can go as a retreat center and so many questions as to the plan to really say yes or no. We really just need to know the owners plan for the number of people coming through the facility and the septic will need to be designed accordingly. As long as they have a septic system that will accommodate their plan it will be fine. The current system will severely limit what they can do. An OSE can design a new system based on the planned use of the property. It might be best if the owners contact us to discuss the options. I can try calling her if thats best.

Thank you,

### **Greg Smith**

Environmental Health Specialist  
Warren County Health Department  
465 West 15th Street, Suite 200  
Front Royal, VA 22630  
Direct: 540-551-8435  
Office: 540-635-3159

On Tue, Apr 19, 2022 at 4:41 PM Matt Wendling <[Mwendling@warrencountyva.net](mailto:Mwendling@warrencountyva.net)> wrote:

Thanks Greg,

I'll discuss this with the applicants to see what direction they want to go. Would they be allowed to have more for a retreat center that operated during the day?

Matt

Matt Wendling

Warren County Planning Department

Deputy Planning Director / County Floodplain Manager

220 N. Commerce Ave., Suite 400

Front Royal, VA 22630

(540)-636-3354

[www.warrencountyva.net](http://www.warrencountyva.net)

<http://ecode360.com/9745479>

[www.warrencountyva.net](http://www.warrencountyva.net)

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**From:** Smith, Gregory <[gregory.smith@vdh.virginia.gov](mailto:gregory.smith@vdh.virginia.gov)>

**Sent:** Tuesday, April 19, 2022 4:26 PM

**To:** Matt Wendling <[Mwendling@warrencountyva.net](mailto:Mwendling@warrencountyva.net)>; Chloe Phillips <[cphillips@Warrencountyva.net](mailto:cphillips@Warrencountyva.net)>

**Cc:** [emiliacirker@gmail.com](mailto:emiliacirker@gmail.com); [saunders.mark8@gmail.com](mailto:saunders.mark8@gmail.com)

**Subject:** 44-12 Comment Requests

Please see the attached comments in response to the requests for tax map # 44-12.

Thank you,

**Greg Smith**

Environmental Health Specialist

Warren County Health Department

465 West 15th Street, Suite 200

Front Royal, VA 22630

Direct: 540-551-8435

Office: 540-635-3159

## Matt Wendling

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**From:** David Beahm  
**Sent:** Friday, May 20, 2022 9:56 AM  
**To:** Matt Wendling; Chase Lenz  
**Cc:** Paula Fristoe  
**Subject:** Request for Comments 2022-04-03 – Emilia Cirker and Mark Saunders – Conditional Use Permit for a Retreat Center – WCCUP-000172-2022

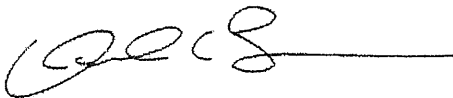
Comments 2022-04-03 – Emilia Cirker and Mark Saunders – Conditional Use Permit for a Retreat Center – WCCUP-000172-2022:

**NOTE:** Current permits issued are for a single-family dwelling (R-5) and not for this type of activity. Additional items will be required as indicated below.

- Erosion and Sediment Control (ESC) Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.
- Building Inspections Items:
  - As indicated above, any work that has been permitted at this time has been for a single-family dwelling (R-5) only.
  - All building requirements are based on the Virginia Uniform Statewide Building Code (USBC).
    - This activity would require a Change of Use and Occupancy for the property given that all structures on the property originally where in the One- and Two-Family Dwelling (R-5) Classification or accessory to this classification.
    - The information provided indicates that a “chicken coop” is planned to be utilized for a portion of the activity being requested, this may present an issue meeting the USBC, but could possibly be achieved.
    - The information provided indicates that a pool is located on the property and while it may meet the requirements for personal use (such as would be for a single-family dwelling) it may create some obstacles for use during these activities. It would need to be fully evaluated to determine if it meets the USBC.
    - While these items that are listed need to be fully reviewed, the code would allow the activity as long as it is done in accordance with the USBC.

If anything should change in the scope additional requirements may be required.

Respectfully,



David C. Beahm, CBO  
Building Official

Warren County Building Inspections

220 North Commerce A  
Suit  
Front Royal, VA 2

## Emily Ciarrocchi

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**From:** James Sylvester <jamesesylvester@gmail.com>  
**Sent:** Tuesday, May 10, 2022 10:03 AM  
**To:** Emily Ciarrocchi  
**Cc:** Matt Wendling; Debbie Sylvester  
**Subject:** RE: Seeking Retreat Center Docs

Emily,

It's likely too late to weigh in on Emilia Cirker and Mark Saunders' CUP application, but both Debbie and I support the application going forward.

Debbie and James Sylvester  
3100 Gooney Manor Loop  
Bentonville, VA 22610  
540 636-7565

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**From:** Jim Sylvester <jamesesylvester@gmail.com>  
**Sent:** Friday, May 6, 2022 4:09 PM  
**To:** Matt Wendling <Mwendling@warrencountyva.net>  
**Subject:** Re: Seeking Retreat Center Docs

Got it. Thanks. I'll give it a read.

Jim

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On Fri, May 6, 2022 at 3:09 PM Matt Wendling <[Mwendling@warrencountyva.net](mailto:Mwendling@warrencountyva.net)> wrote:

Hey Jim,

Here are the staff reports, applications and Statement of Justification for the Emilia Cirker and Mark Saunders CUP application, hopefully this will provide you with sufficient information regarding the land-uses.

Have a great weekend,

Matt

Matt Wendling  
Warren County Planning Department  
Planning Director / County Floodplain Manager  
220 N. Commerce Ave., Suite 400  
Front Royal, VA 22630  
(540)-636-3354  
[www.warrencountyva.net](http://www.warrencountyva.net)  
<http://ecode360.com/9745479>  
[www.warrengis.org](http://www.warrengis.org)

## **Matt Wendling**

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**From:** David Jenkins <davidjenkins930@icloud.com>  
**Sent:** Tuesday, May 10, 2022 9:06 PM  
**To:** Matt Wendling; planning  
**Subject:** 5865 Gooney Manor Loop

Matt Wendling,

Hi my name is David Jenkins me and my family reside at 511 Fetchett Road Browntown Va. i am sending this email in support of the the Conditional use Permit for a retreat center located at 5865 Gooney Manor Loop in Browntown VA. I feel that it will be a huge asset to our community and the surrounding area

Thank you and have a blessed day  
David Jenkins





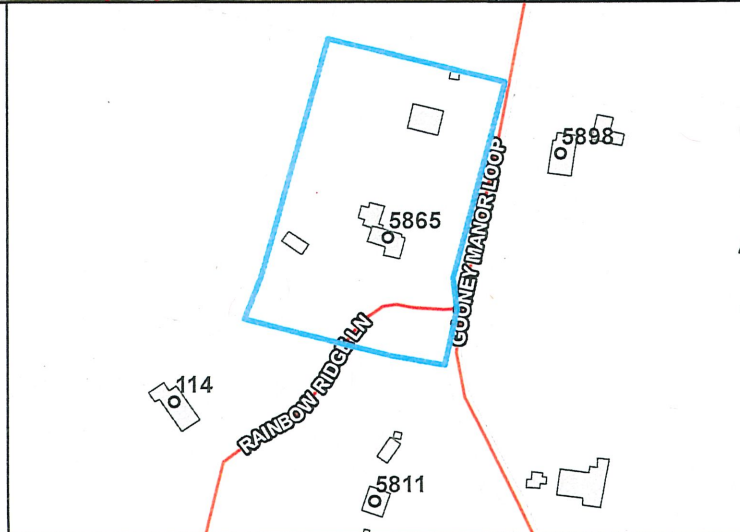
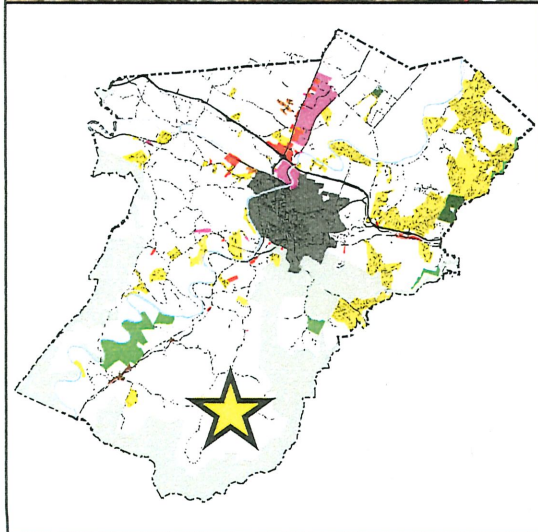
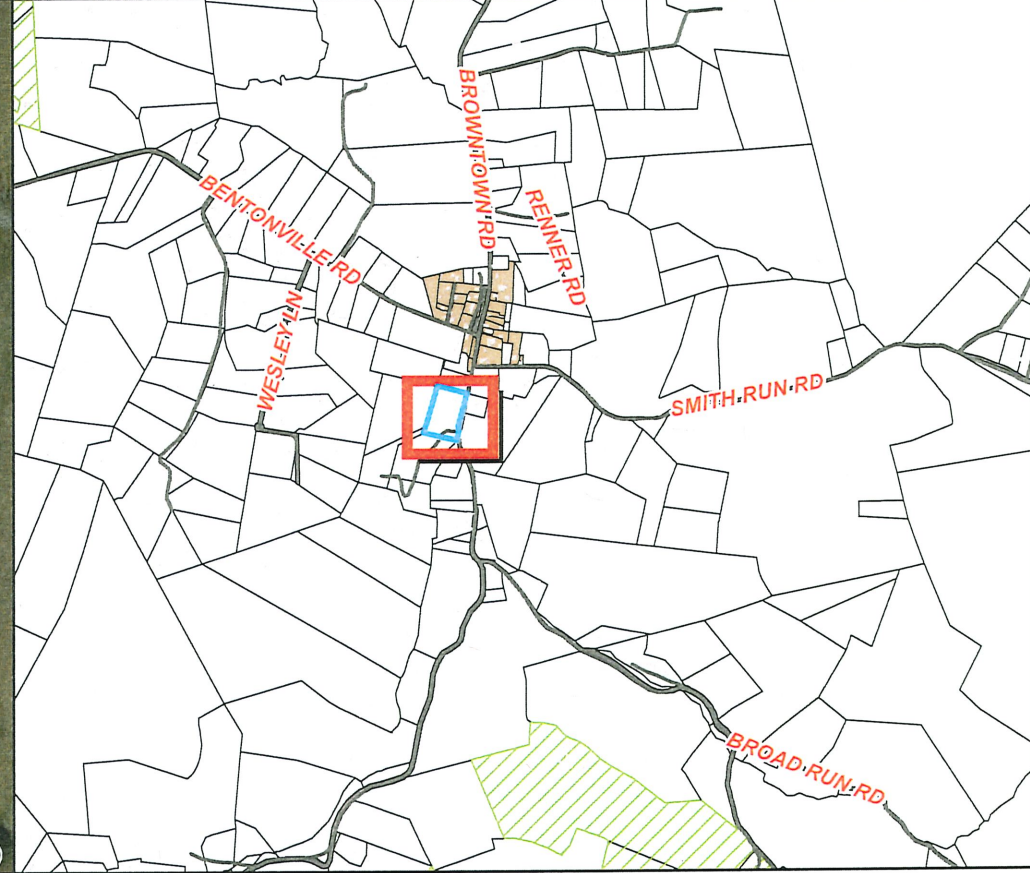
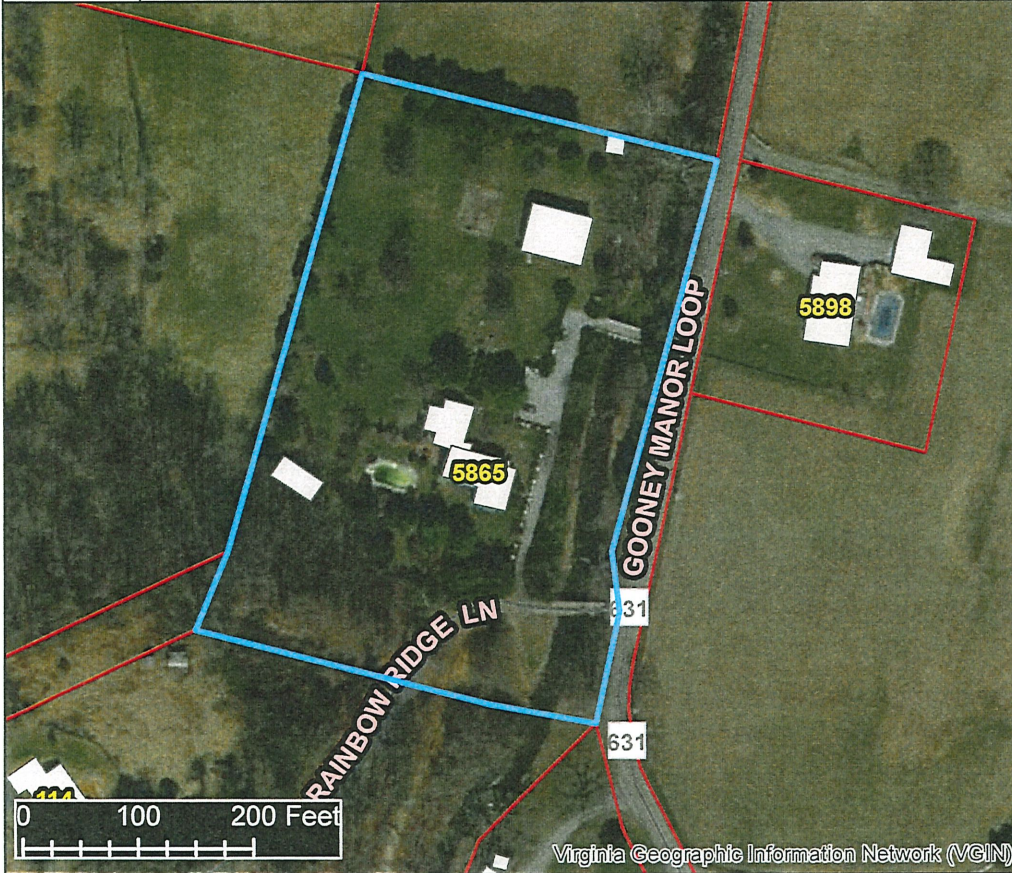
# Warren County VA

## CUP Location Map



Short Term Tourist Rental & Retreat Center  
Applicants: Emilia Cirker & Mark Saunders

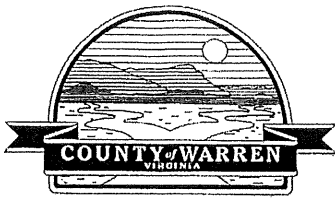
TM 44-12  
5868 Gooney Manor Loop



### Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by  
Warren County GIS 2022  
Department of Planning



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/07/2022	I-18	Conditional Use Permit #2022-04-04 Vanessa Portillo (Destin Consulting, LLC) <i>Short-Term Tourist Rental</i>
<b>EXPLANATION &amp; SUMMARY:</b>		
See attached application and staff report.		
General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:		
<ol style="list-style-type: none"><li>1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.</li><li>2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.</li><li>3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.</li><li>4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.</li><li>5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.</li><li>6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:<ol style="list-style-type: none"><li>a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.</li><li>b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.</li><li>c) Provide for adequate parking and ingress and egress to public streets or roads.</li><li>d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.</li><li>e) Prevent such use from changing the character and established pattern of development of the community.</li></ol></li></ol>		



**PLANNING COMMISSION STATUS:**

On Wednesday, May 11, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

**RECOMMENDED CONDITIONS:**


Staff recommends that if the Board of Supervisors is going to approve of this request that the following conditions should be applied:

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four as determined according to the Health Department permit for a two-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and on the state road shall be prohibited.

**PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for a Short-Term Tourist Rental for advertisement of a public hearing.

**SUBMITTED BY:**

Chase Lenz,   
Zoning Administrator

**DISPOSITION OF BOARD:**

☐ APPROVED    ☐ OTHER (Describe)

**PROCESSED  
BY:**



## Conditional Use Permit: 2022-04-04 / Short-Term Tourist Rental

Vanessa Portillo, *Current Owner/Applicant*

Prepared: March 24, 2022

Staff Contact: Chase Lenz, Zoning Administrator

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### SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental for the property she purchased in May of 2021. Ms. Portillo fell in love with the property during her first visit. Upon hearing some of the stories and learning the history of the farmhouse, she was determined to give it a second chance. She would like to share the peace and serenity the home brings her with visitors to the Shenandoah Valley area by making it available for short-term rentals when her family is away for unexpected events, soccer tournaments, and ballet recitals. With over 7 years of experience as a real estate agent, Ms. Portillo will manage the property and guest vetting process personally with assistance from two neighbors for immediate response to any complaints, emergency maintenance, and trash removal when she is unavailable.

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### PROPERTY INFORMATION

Property Location: 806 Esteppe Road  
Tax Map ID: 19-----68A  
Magisterial District: Fork  
Subdivision: N/A  
Dwelling

City: Front Royal  
Zoning: Agricultural (A)  
Acres: 2.174 Acres  
Existing Land Use: Single Family

### SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)  
South: Agricultural (A)  
East: Agricultural (A)  
West: Agricultural (A)

Use: Single Family Dwelling  
Use: Single Family Dwelling  
Use: Single Family Dwelling  
Use: Single Family Dwelling

### PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. No Zoning Violations have been recorded for the property.



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### COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural and residential land uses. A short-term tourist rental is a use allowed by conditional use permit in the Agricultural zoning district and is compatible with the current Warren County Zoning Ordinance.

## SUPPLEMENTARY REGULATIONS

### Warren County Zoning Ordinance: § 180-56.4: Short-term tourist rentals.

- A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.
- B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however, the maximum number of occupants shall not exceed 10. **There is a Health Department permit on file approving four (4) occupants for the dwelling. Warren County Assessment data lists two (2) bedrooms in the dwelling.**
- C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all rights-of-way and in yards. **There is sufficient parking for at least four vehicles in the driveway.**
- D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. **The property will be fenced and cypress trees will be planted for additional screening and privacy.**
- E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. **The applicant shall obtain building permits to ensure the dwelling meets the current code requirements for fire protection systems.**
- G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24-hour notice.
- H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. **The PMP has been submitted for review. The applicant will manage the property personally with assistance from two neighbors for emergency maintenance, cleaning, or trash removal when she is not available.**
- I. If the property is located within a subdivision governed by a Home Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. **This property is not located within a subdivision regulated by an HOA or POA.**
- J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.
- K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The property shall have the evacuation plan posted in each bedroom and in the guest registration packet.**
- L. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of the ordinance in their guest registration packet and posted in a common area of the dwelling.**



- M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in §180-63 of the Warren County Zoning Ordinance.
- N. All outdoor burning shall be in compliance with Chapter 92 of the Warren County Code.
- O. There shall be a minimum of 100' from the short-term tourist rental to all neighboring residences. **The dwelling meets the setback requirement to adjacent single-family dwellings. The closest dwelling is 160' to the north.**

#### RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. *Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four as determined according to the Health Department permit for a two-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and on the state road shall be prohibited.

Cc: Vanessa Portillo – Owner/Applicant

Dear Warren County Board,

I thank you for your time and consideration. When I first found this property and had the opportunity to see it, I fell in love. I didn't want to tear it down and build a new home, but instead give it a second opportunity. I am all about giving second chances. I love history, the meaning behind the home, and I wanted to keep it. I love the stories that I have heard about Esteppe Road, and how much this home means to so many around the area. I love the home for its history, charm, the land, the views, and the serenity it gives me. I have fallen in love with Front Royal for quite some time, my family and I love driving through skyline drive, tubing in the Shenandoah River, explore the caverns, swim in the swimming hole, and enjoy the peace it gives us when we just sit and stare the many valleys around. I would love to share some of this peace and serenity this home gives me by offering it as short-term rental. It wouldn't be much, since we would be staying in this house for most of the time, but for those unexpected events, balls games, soccer tournaments, ballet recitals that would prevent us from driving to front royal and spending our time in our cozy farmhouse, I wouldn't mind sharing the home with some citizens. I would like my farmhouse to bring people to the area and get to experience Front Royal. Having this additional property available as a short tern place, would bring families to our Front Royal city and invest in our town's businesses and find a place of tranquility.

I am a real estate agent with over 7 years of experience, and I will be in charge of managing this home. With my experience I know how to vet citizens so we wouldn't have issues at the property nor to disturb neighboring properties. Due to our established relationships close by, I have assigned partners that will respond immediately to complaints, clean up garbage if any, and any other things that could possibly come up.

Thank you for this opportunity to present 806 Esteppe Road property to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vanessa Portillo', with a long horizontal flourish extending to the right.

Vanessa Portillo

**WARREN COUNTY  
CONDITIONAL USE PERMIT APPLICATION**

Application Number: 2022-04-04  
Date Received: 3/11/2022  
Fee Amount: \$ 500.00  
Date Paid: 3/11/2022 Check # 1997

**Applicant Information:**

Vanessa Portillo  
Applicant Name

806 Esteppe Rd, Front Royal, VA 22360  
Address City State Zip

Property Location for conditional use permit if Different than Applicant's Address

571-337-0101 Vanessa.realtyreign@yahoo.com  
Primary Contact Number Email

Property Owner (if same as applicant, leave blank)

10501 Moonglow Ct Manassas, VA 20112  
Address City State Zip

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

**A. Property Information:**

- (1) Address/Location: 806 Esteppe Rd, Front Royal, VA
- (2) Election District: Fork
- (3) Tax Map Number: 19-68A
- (4) Subdivision Name: N/A
- (5) Total Area of Property (acres): 2.17
- (6) Total Area to be Used (acres): 2.17
- (7) Total Road Frontage (feet): 315 feet
- (8) Depth of Property (feet): 330 feet
- (9) Present Zoning: A

## B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short-term tourist rental
- (2) Current land use and condition of site: Residential
- (3) Zoning of surrounding land/property: Agriculture
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: N/A
- (6) Season, days, and hours of operation: year round
- (7) Will there be a sign? ☐ Yes ☒ No  
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO
- (9) Number of full time employees: N/A
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: 4-6
- (12) Number of parking spaces to be provided: Regular X 4 Handicap \_\_\_\_\_
- (13) What is the proposed landscaping and buffering for this property? Fence along the entire property. Wooded to the rear. Will plant cypress trees for privacy.

## C. Plans Prepared By - provide siteplan

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

## D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) \_\_\_\_\_

N/A

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) NO

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) NO

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. NO

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) NO

(6) What will be the impact on traffic? NO

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. NO porch light



**The following documents and/or information are required  
to be submitted with the application:**

☒ **An application fee of \$500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.

☒ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 1/2 x 11 size paper.

☐ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☐ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements** N/A

The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site** N/A

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

Right onto N. Royal Avenue, Left onto W 6th St,  
slight right onto Kendrick lane, Right N shenandoan Ave  
turn left onto Quadrant Rd, slight left w. Strasburg  
Rd, Left Runt Run Rd, Right Kendrick Ford Rd,  
left Esteppe Rd, 806 Esteppe Rd on Right

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

  
Applicant Signature 3/11/2022  
Date

  
Property Owner Signature 3/11/2022  
Date

Accepted by: Chase Lemay Date: 3/11/2022

**PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.**

**NOTES**

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806 Esteppe Road  
Property Management Plan

How will the short-term tourist rental will be managed?

I Vanessa Portillo, the owner of the home will manage the property.

How the impact on neighboring properties will be minimized?

The property will be fenced, and cyprus trees will be planted to create additional privacy. The property won't be rented all year, it's for only times when we can't stay at the property ourselves. For the occasional times that someone does stay, I will run a detail process to vest the customer staying.

Local point of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utlity issues.

Cristina Ortiz 703-389-5110

Ernesto Vasquez 571-641-1441



## **Property Management Plan**

**806 Esteppe Rd  
Front Royal, VA 22630**

### **CHECK-IN & CHECK-OUT:**

Prescreens of guests will be conducted through an online platform as well as direct communication with host of the property. Through this online platform we will describe property limit number of guests, what the home features, price, and nearby attractions. Once pre-screens have been completed and host accepts reservation request, guests will receive a greeting email that includes host's property address, expected behavior, host rules and care of property during the guests occupancy. A day prior to check in guest will receive a lockbox code for the main gate and house. Inside the property there will be white binder; a guidebook, which includes a picture of the property, history on the home, host rules, property rules, emergency contact info, area detail, local businesses recommendations, internet access, neighborhood rules, travel brochures, area guided maps instructions, and how to use the hot tub.

### **OCCUPANCY**

The Conditional Use Permit and Health Department records limit the occupancy for this short-term rental at (4) people and (2) Bedrooms.

### **WIFI/PHONE**

Property has free internet access for all guests. Our welcome email and property guidebook will provide log in information. We have comcast service in the property and both Wi-Fi and cell service is good.

### **IN CASE OF AN EMERGENCY**

Our welcome email and property guide book will provide details in case of an emergency or if guests have questions regards to the property.

For emergency or questions, guests can contact Vanessa Portillo at 571-337-0101 or 571-389-2938. For situations that require immediate assistance please contact 911.

**Warren County Sheriff's Department: 540-636-7100 or 911, 200 Skyline Vista Drive, Front Royal, Va 22630**

**Warren County Fire & Rescue: 540-636-3830 or 911, 200 Skyline Vista Drive, Front Royal, VA 22630**

**Neighboring Fire Department: Fortsmouth Vol Fire Department 53 Lower Valley Rd,  
Strasburg, VA 22657**  
**North Warren Volunteer Fire & Rescue 266 Rockland Rd,  
Front Royal, VA 22630**

**Warren Memorial Hospital: 540-636-0300 or 911, 100 N. Shenandoah Ave, Front Royal,  
VA 22630**

**Electrical Outage: Rappahannock Electric Cooperative at 800-552-3904.**

**Emergency Evacuation:**

**Left on Esteppe Rd.**

**Turn Right onto Punch Run Rd**

**Right on Strasburg Rd**

**Merge right onto Quadrant Rd**

**Turn left at the light US-340 N/US-522 N**

**Turn right and merge onto interstate 66 East**

## **NOISE**

Prohibited Noise Generally – Warren County

It shall be a violation of this chapter for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

## **PARKING**

Parking is limited to 4 (4) cars in the driveway. Under no circumstances should cars park along the roadway or on the grass.

## **TRASH AND RECYCLING**

All trash and recycling shall be placed in containers provided by the owner. Owner and cleaning team to pick up guests trash on a routine bases; no outdoor trash will be permitted.

## **SPECIFIC PROPERTY Details**

Property will be inspected by ownership and cleaning team. It is the owners best interest to maintain this home in excellent condition as they have so much love for the home and community.

House amenities would include a fully-stock kitchen, beds and fresh linen service, a washer/dryer, and fully furnished living spaces. The home was recently re-built in 2021. The home has new electrical panel, home completely re-wired, new HVAC system, new kitchen, new water softener and



filtration system, new insulation, new windows and in working order, new second floor, and new roof. The home is equipped with smoke detectors, carbon monoxide alarm and two fire extinguishers.

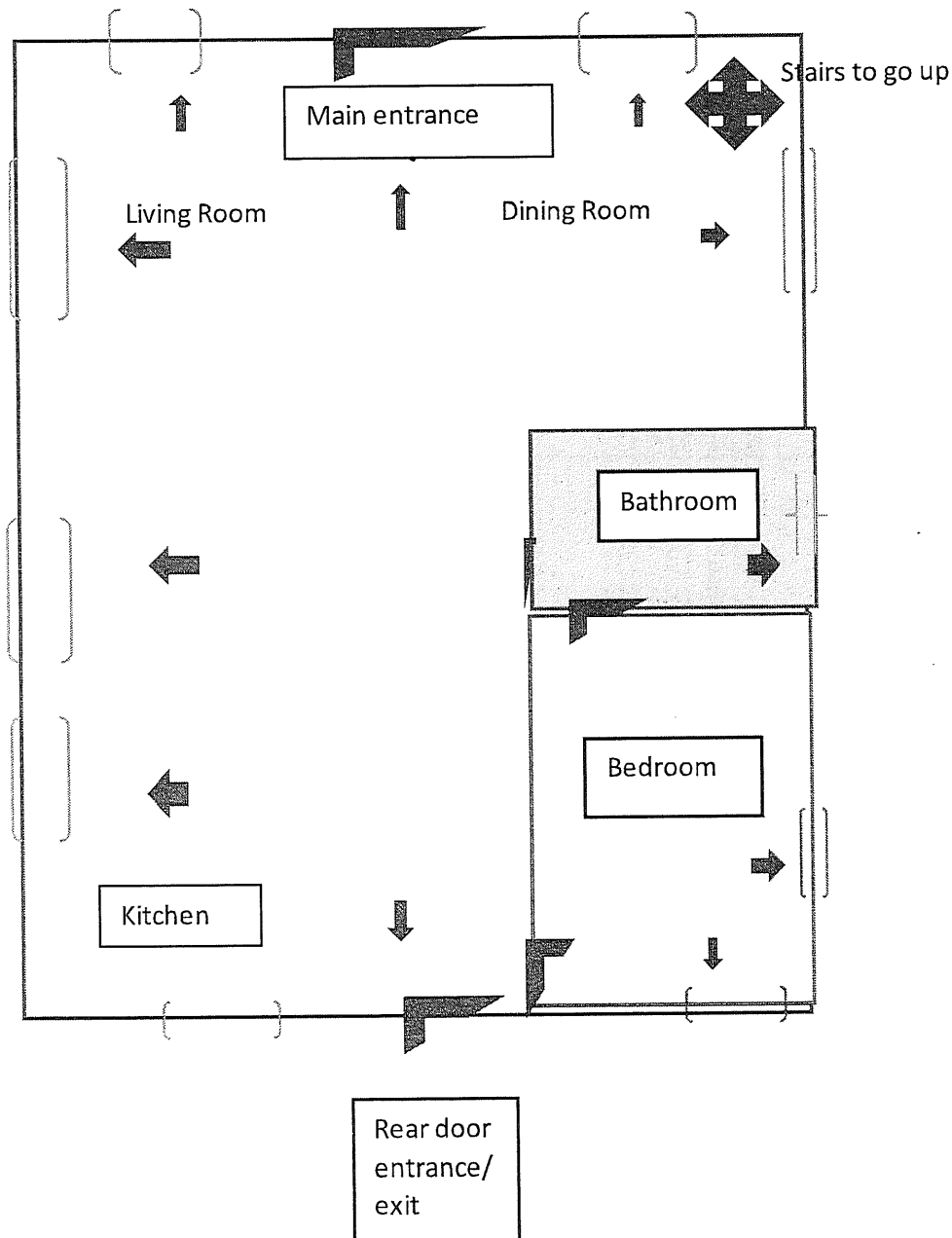
Exterior: The property was recently fenced (February 2022) and it has a lock to open the gate and enter the property land.

### **Specific Property Regulations**

- No pets
- No loud or amplified music
- No unattended fires
- No outdoor trash storage
- No candles
- No smoking indoors
- No unauthorized guests
- Parking in designated areas only
- No fireworks
- No firearms permitted
- No ATVs

### **ATTACHMENTS:**

**DWELLING EVACUATION PLAN**



806 Esteppe Road  
Front Royal, VA  
Fire Evacuation Plan

Main Level: Two Exit doors. Main entrance and rear door, near kitchen.

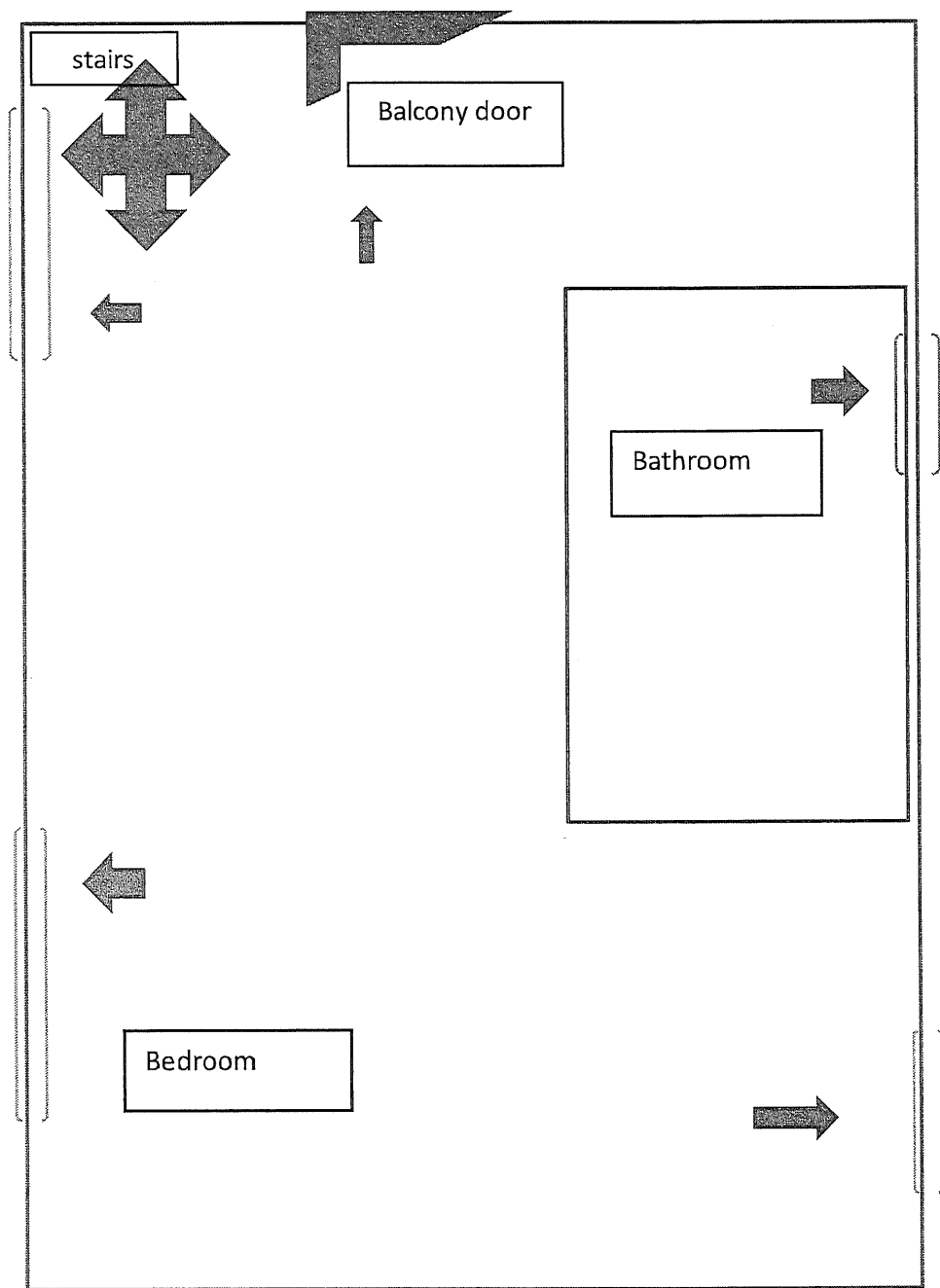
10 Windows. 4 in living and dining room. 3 in Kitchen. 1 in main level bath. 2 in main level bedroom.



: Doors



: Windows



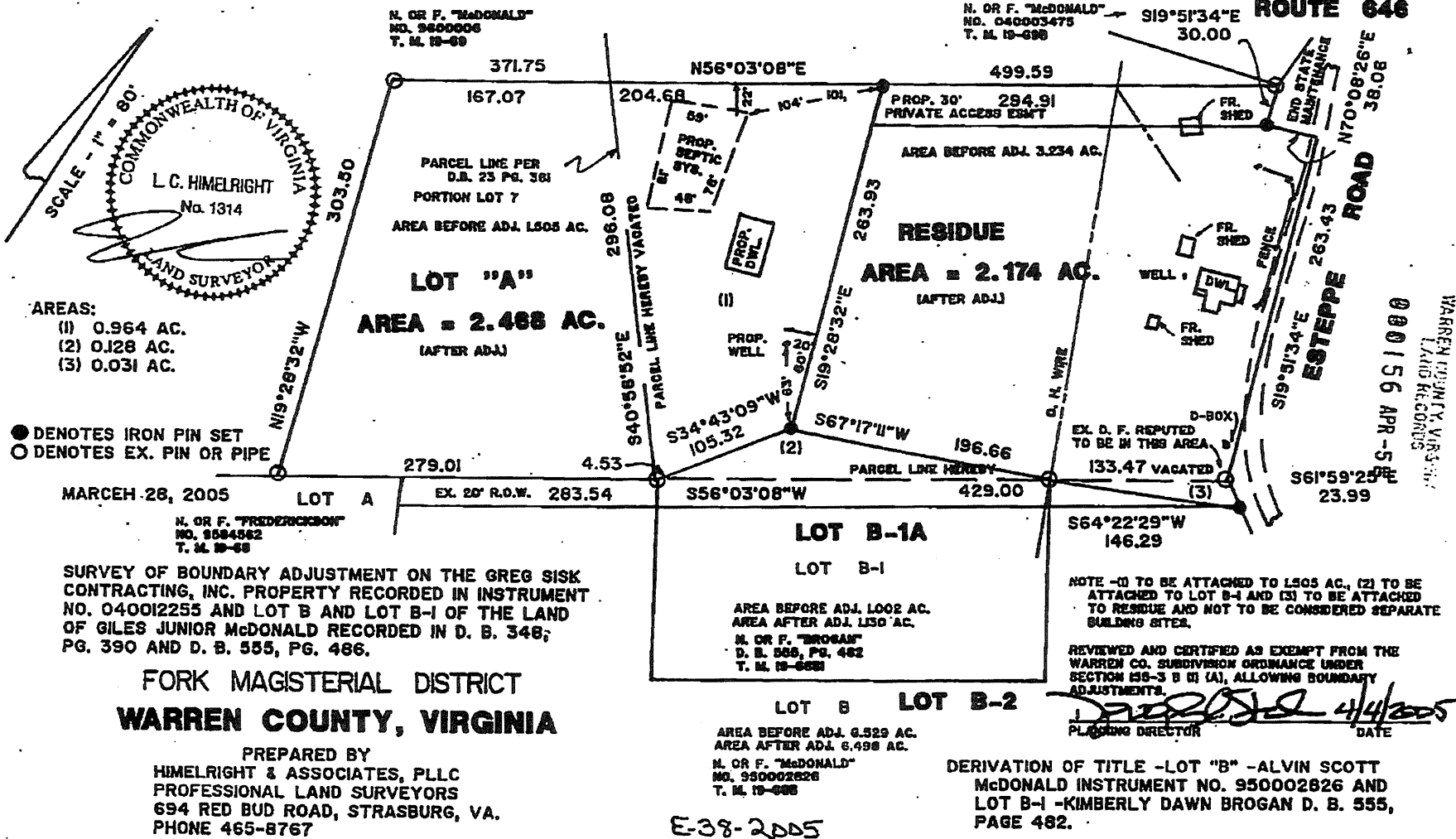
Stairs



Exit Door



Windows



FORK MAGISTERIAL DISTRICT  
**WARREN COUNTY, VIRGINIA**

PREPARED BY  
HIMELRIGHT & ASSOCIATES, PLLC  
PROFESSIONAL LAND SURVEYORS  
694 RED BUD ROAD, STRASBURG, VA.  
PHONE 465-8767





# Lord Fairfax Health District

Warren County Health Department

465 West 15<sup>th</sup> Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

[www.vdh.virginia.gov](http://www.vdh.virginia.gov)



April 13, 2022

Mr. Chase Lenz, Zoning Administrator  
Warren County Planning and Zoning  
220 N Commerce Avenue, Suite 400  
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-04  
Owner: Vanessa Portillo

Dear Mr. Petty,

I have reviewed the request for comments regarding the property at 806 Esteppe Rd, Front Royal, Virginia, in Warren County, (property identified on tax map # 19-68A), and I offer the following comments:

1. The permit for a sewage disposal system was issued on October 18, 1977 with a record of inspection dated April 11, 1978. The system is designed to serve a 2-bedroom home with 4 occupants maximum. An operation permit was issued March 7, 1990.
2. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
3. All trash and garbage shall be placed in containers with tight-fitting lids.
4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
5. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
7. Do not connect any hot tub discharge to the sewage disposal system.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

Greg Smith  
Environmental Health Specialist

## Chase Lenz

**From:** David Beahm  
**Sent:** Thursday, May 19, 2022 4:49 PM  
**To:** Matt Wendling; Chase Lenz  
**Cc:** Paula Fristoe  
**Subject:** Request for Comments 2022-04-04 – Vanessa Portillo – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000173-2022

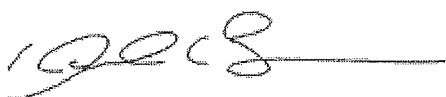
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Comments 2022-04-04 – Vanessa Portillo – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000173-2022:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.
- Building Inspections Items:
  - The use of the existing dwelling for a “short-term rental” would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating it as a short-term rental.
  - Given the timeframe that the structure was originally built it may not require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

If anything should change in the scope additional requirements may be required.

Respectfully,



**David C. Beahm, CBO**  
Building Official

[dbeahm@warrencountyva.net](mailto:dbeahm@warrencountyva.net)

Warren County Building Inspection

220 North Commerce Street

Front Royal, VA

540

FAX 540

[www.warrencountyva.net](http://www.warrencountyva.net)

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.


RE: cup2022-04-04 Short Term Rental-806 Esteppe Rd.

Joe Petty <jpetty@warrencountyva.net>

Wed 5/11/2022 12:55 PM

To: Ashleigh Reddle <ashleighreddle@gmail.com>

Cc: Chase Lenz <clenz@Warrencountyva.net>; Matt Wendling <Mwendling@warrencountyva.net>

 2 attachments (9 MB)

unkeptyard2.jpg; unkeptyard1.jpg;

Good afternoon

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on May 11, 2022.

Joseph "Joe" Petty

Director of Economic Development

Phone: (540) 636-3354

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**From:** Ashleigh Reddle <ashleighreddle@gmail.com>

**Sent:** Wednesday, May 11, 2022 12:47 PM

**To:** planning <planning@warrencountyva.gov>; Joe Petty <jpetty@warrencountyva.net>

**Subject:** cup2022-04-04 Short Term Rental-806 Esteppe Rd.

To the Members of the Warren County Planning Commission,

My name is Asheigh King, my husband, Tracey King and I would like to voice our concerns regarding the proposed short term rental at 806 Esteppe Rd., Front Royal, VA. First and foremost, we feel that we have been lied to by the new owners, Vanessa Portillo and her husband who we have only briefly met since they took ownership. We were told that they were going to fence in the property and buy chickens, and livestock to raise there which would have been completely fine with us. They seemed like a nice family and have children around the same age as our children. We even gave them an animal shelter to get them started. We have now found out that they have no intention of living in the home or raising their family or animals there. Instead we now know that they are investors that flip houses and rent them as short term rentals. They own 4 companies out of their Manassas residence.... Doesn't appear to us that they ever had any intentions of occupying this house themselves. Secondly, their plan to maintain the house and property is already failing as their grass is nearly a foot tall. Please see attached photos. Also, the people they have listed as contacts in case of complaints or issues with renters do not seem like the most reliable people. Last summer the gentleman listed got drunk and fell off the second floor balcony. My husband went over to see if he was ok and he was but had obviously been up drinking all night. Not exactly the type of people we want in our quiet neighborhood. This neighborhood is filled with families that were either born here (some in the very house in question), have lived here for decades or have recently moved to the area to raise their children in a safe, quiet neighborhood where the kids can play in the street and their parents have peace of mind knowing that we all look out for each other. We are not at all comfortable with random people occupying the house next to ours. Please take our concerns to heart and vote NO for this short term rental. There are too many local families looking for affordable, long-term rentals. We would much prefer having a family that we could get to know occupying that house.

Sincerely,

The Kings

834 Esteppe Rd.

Front Royal, VA 22630

**RE: cup2022-04-04 SHORT TERM RENTAL \* 806 ESTEPPE RD \***

Joe Petty <jpetty@warrencountyva.net>

Wed 5/11/2022 9:24 AM

To: Connie C <caconnolly5673@gmail.com>

Cc: Chase Lenz <clenz@Warrencountyva.net>; Matt Wendling <Mwendling@warrencountyva.net>

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on May 11, 2022.

**Joseph "Joe" Petty**

Director of Economic Development

Phone: (540) 636-3354

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**From:** Connie C <caconnolly5673@gmail.com>

**Sent:** Wednesday, May 11, 2022 9:13 AM

**To:** Joe Petty <jpetty@warrencountyva.net>

**Subject:** cup2022-04-04 SHORT TERM RENTAL \* 806 ESTEPPE RD \*

Good morning!

I am sorry to be sending my email at the last minute, but I wanted to express my opposition to a possible "short term rental" on Esteppe Rd. There are NUMEROUS reasons I, along with the majority of the neighborhood, are against it, but my main reasons are:

- 1) It is a quiet, family-oriented neighborhood. There are almost 20 children who play on that road. Everyone who lives there knows them & watches out for them. We do NOT need random strangers coming in & out of there. IF this "short-term rental" passes, are the homeowners going to run a background check on each person they bring in there? We don't want possible predators to have "easy access" to our children.
- 2) The families who live in close proximity to the house should NOT be subjected to random people coming in & out and the potential disruption to the peace & quiet that was a draw for many homeowners there to begin with!
- 3) That area is zoned agricultural & residential. It's NOT a secluded cabin. There is NO river access there. There are NO hiking trails there. There's no river access or hiking trails even within walking distance of there!
- 4) This is a possible front for a halfway house of illegal immigrants. It was/is a problem they faced in Manassas & now they're trying to do it to FR. There's also the potential that this brings more drugs into FR b/c who'd EVER suspect something going on in a little house in a quiet neighborhood outside of FR.

I won't waste any more of your time because I could argue against this all day. Our neighborhood has been a nice, peaceful, SAFE place for YEARS & it's not fair to those of us who've been there to disrupt that for some greedy, non-Warren County residents who contribute NOTHING to the community. They don't care about Front Royal, our neighborhood or any of the people this will affect.

Sincerely,  
Connie A. Connolly

## Re: 806 Esteppe Road Conditional Use Permit

To Chase Lenz <clenz@warrencountyva.net>

To: Warren County Planning Commission 9 May 2022

Objections against Conditional Use Permit for short term tourist rental of property at 806 Esteppe Rd.

### Security and Safety;

This property is adjacent to an active school bus-stop and turn around. Once left off from the school bus the children must walk directly past the address where unknown transits may be. There are many children who live in this area.

Further, Esteppe Rd is a *neighborhood* of trusted residences. As such, neighbors are able to be comfortable with their own property and safety. The neighbors tend to know each other by sight and their vehicles and as good neighbors are alert to strangers in the area. Allowing transients will remove this security and freedom from the neighborhood.

Persons of any residential neighborhood should not have to start considering security and alarm systems for their property that could possibly be threatened by tourist rentals.

One neighbor expressed that she's alone a fair bit, and I has a very distinct car, it makes her nervous not knowing who it is in the house any week.

Vetting transients and making rules are not effective. As experienced as recently as this past Easter in Pittsburgh "two people—both of whom were juveniles—were killed and nine others were injured at party in a Pittsburgh Airbnb early Easter Sunday." Per Newsweek by Andrew Stanton and the Gwinnett Daily Post – see link



[https://www.gwinnettdaily.com/news/more-than-90-shots-were-fired-at-a-party-in-pittsburgh-killing-two-young-people/article\\_c3c3e6f5-e64c-5037-a253-db95a0d67820.html](https://www.gwinnettdaily.com/news/more-than-90-shots-were-fired-at-a-party-in-pittsburgh-killing-two-young-people/article_c3c3e6f5-e64c-5037-a253-db95a0d67820.html)

Regardless, there is no assurance that occupying "tourists" will be sufficiently vetted even if it were to include;

A secure, online platform to pre-screen all individuals through 3<sup>rd</sup> party ID verification

A second picture ID verification to verify the individual's identity against public records

A criminal background check

The OFAC list is checked which includes terrorist designations

The National Sex Offenders Registry is checked

Individuals with criminal convictions or disallowed from using on line booking platforms

In the application, there is a requirement of contact "to respond immediately to complaints". Two phone numbers are listed. Neither area code 703 nor 571 are close enough to enable immediate response to anything in Warren County.

The short term rental of this property, contrary to the applicant's contention will have NO meaningful benefit to the community. There is no river access, there are no hiking trails nearby, the entrance to Shenandoah National Park and Skyline drive is 20 min away. There are multitudes of other camping and rental options available and already over 100 other short term tourist rentals in Warren County. Esteppe Rd is not a tourist destination.

The applicant states how much this home means to so many of the community. She has "fallen in love" with the history and meaning of the home. Those things that she states she especially loves are the same things the neighborhood loves. These are home and hearth values and not something that a tourist will share.

It doesn't make sense that someone who says what they value most about anything are the exact thing they will take away.

The residents of Esteppe Rd do truly love their rural life and security of living among people they know and have actual personal contact and commitment to their neighbors.

Please review this matter and do not approve the introduction of "tourists" to our Esteppe Rd community and deny this Conditional Use Permit.

Jerome Parz  
773 Esteppe Rd.  
Front Royal, VA 22630  
917-335-4390

On 05/11/2022 11:52 AM Chase Lenz <[clenz@warrencountyva.net](mailto:clenz@warrencountyva.net)> wrote:

Good morning Mr. Parz,

You may email any comments you have for the proposed conditional use permit for 806 Esteppe Road directly to me.

Thank you,

***Chase Lenz***

Zoning Administrator  
Warren County Planning Department  
220 North Commerce Ave., Suite 400  
Front Royal, VA 22630  
Phone: (540) 636-3354  
Fax: (540) 636-4698  
[www.warrencountyva.net](http://www.warrencountyva.net)  
[Warren County Zoning Code](#)  
[Zoning Setbacks](#)  
[Warren County GIS](#)

RE: cup2202-04-04 Short Term Rental 806 Esteppe Rd

Joe Petty <jpetty@warrencountyva.net>

Tue 5/10/2022 8:49 AM

To: Danielle Schetrompf <danielle.barnhar@gmail.com>

Cc: Chase Lenz <clenz@Warrencountyva.net>; Matt Wendling <Mwendling@warrencountyva.net>

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on May 11, 2022.

Joseph "Joe" Petty

Director of Economic Development

Phone: (540) 636-3354

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**From:** Danielle Schetrompf <danielle.barnhar@gmail.com>

**Sent:** Tuesday, May 10, 2022 8:28 AM

**To:** Joe Petty <jpetty@warrencountyva.net>

**Subject:** cup2202-04-04 Short Term Rental 806 Esteppe Rd

Good Morning,

I just wanted to write in a letter in case I'm not able to make the meeting tomorrow; I live a few houses down from this home that is trying to become a short term rental and wanted to voice my feelings on the matter.

I am strongly against it.

There is only one way into and out of my house and it's by passing this home which has fences on either side of the road; if this road is ever blocked I will not be able to enter or exit the property. If I'm needing to leave because of something going on at that property you see that it may be a concern that I can pass through. I am also left home alone as I am able to WFH most days and travel only one day to DC. My husband travels a lot through the week leaving me to myself. I'm not nervous about being alone as we have a great community here and I know most of my neighbors and we all trust one another since we are all living with each other. However, if there is new people in and out of the house at the beginning of the lane, I don't know them, and they do not do background checks. You can do a quick google search and come up with many articles about the lack of safety to neighbors because of this. Having different people coming from who knows where, is a huge safety concern for myself. In addition, I have a nice and very bright sports car, if the wrong person renting this house see's me drive by and follows me thinking I have money (HA its all in that car and the house!) and tries to rob me at the very least this is concerning too.

Short term rentals are also becoming a quick bane to our economy as they are costing jobs not creating them, along with making home prices skyrocket. I know we want people to see our beautiful town and spend money in it, but wouldn't it be a better option to have some businesses that come in and create something like a cabin community just for short term rentals? Instead of outpricing people so they can't live here anymore we should be trying to take back control from

this and create actual rental communities where the guests can be separate from the neighbors and not causing those neighbors safety concerns.

I bought my house in this community because it was safe and didn't have rentals nearby. I want to continue to feel safe in my home.

Also, what about noise complaints? If they are just having some friends come over to talk to the renters how does that work when you have someone who is intoxicated and angry? Do we have to keep burdening the local sheriff's to come out and constantly deal with this? We live here, we sleep here, and we should feel safe here. We shouldn't have to deal with a party or the threat of parties and intoxicated people at the top of our driveway! I'm also worried as I see an atv parked at the house, is this going to be left, or are the people renting going to be encouraged to bring their atv's to ride around the neighborhood? It's annoying enough when I'm WFH and the local kids are going back and forth playing BUT they know where they can ride and where they can't. They also aren't on them first thing in the morning, and late at night. If short term renters come in, they aren't going to care about the noise they are causing the neighbors to listen to, nor are they going to respect the roads and land and not tear into them. I honestly think that because of the noise this house will become a nuisance to the local sheriff office in having to respond. The renters may be on vacation and can have themselves a little party on Tuesday night, but the rest of us live here and need to sleep and not worry about drunk people wandering around into our yards.

My husband and I do not have children, but we have been told that if we do, that is where the bus stop is. I know the facts on stranger danger, but still I find it hard to put aside fears when you have THAT many different strangers coming into the neighborhood and sitting right at the bus stop. Because again, they don't do background checks.

The fact that they are trying to say that it's just when they have to go and do something out of town and it's not that often seems to be made up as well. When I go past this house, there is NEVER anyone home. The yard is grown up and they have a service come by here and there to take care of it. There is no way there are people living there full time and just renting it when they "go out of town for a ball game". This is going to be a rental that is 7 days a week.

Please I ask that you think about this being a house that is RIGHT next door to you and how you would honestly feel about having that many strangers coming and going. Think of leaving your wives, and children alone next to this house and tell me you wouldn't be concerned?

Thank you for your time in reading my thoughts.

Thanks,  
Danielle Schetrompf  
62 Cedar Mountain Lane

## RE: Subject: cup2022-04-04 Short Term Rental 806 Esteppe Rd

Joe Petty <jpetty@warrencountyva.net>

Wed 5/11/2022 9:23 AM

To: Laura <osiyounalii@gmail.com>

Cc: Chase Lenz <clenz@Warrencountyva.net>; Matt Wendling <Mwendling@warrencountyva.net>

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on May 11, 2022.

Joseph "Joe" Petty

Director of Economic Development

Phone: (540) 636-3354

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**From:** Laura <osiyounalii@gmail.com>

**Sent:** Wednesday, May 11, 2022 1:12 AM

**To:** Joe Petty <jpetty@warrencountyva.net>

**Subject:** Subject: cup2022-04-04 Short Term Rental 806 Esteppe Rd

## Subject: cup2022-04-04 Short Term Rental 806 Esteppe Rd

To: The Warren County Planning Commission and The Warren County Board of Supervisors

Date: 11 May 2022 Hearing

(540-636-3354)

I have no idea what I'm supposed to write in this, I suppose it's whatever I think in an effort to impress upon you my position, so that is what I'll attempt. I apologize if my format is askew and potentially lengthy, I've never had to write such a note before.

As someone that owns a home on Esteppe Road, I am completely opposed and fully **object to rezoning this area**, providing a special use permit, or whatever language is used to allow short term rentals.

A short-term rental is really just a commercial property, zoned like a hotel or motel but with no one present to oversee or control its use. In effect, the owners force those that live nearby to assist in the management by facilitating remedy for issues in their absence – most likely without remuneration and most likely without remedy – and in our neighborhood of Esteppe Rd., without concurrence.

As you likely now know, Esteppe Rd. is a hidden gem. It's a small rural community on a dead end road with a little offshoot road and a lot of old time flavor. However, it is not a tourist attraction. The home referenced is located on a private road that is only for through egress and the home is physically situated just at the precipice of said road. What sort of people will want to rent this small home with the porch mere feet away from the road? I don't want tourists but if that was my only argument – this clearly is not a tourist attraction. You're facing a wire fence. They did do a nice job fixing the place up from the outside, with the tiny Juliet balcony that should have been an early giveaway of their intent, but it's still not a tourist attraction. That's okay though, we don't want tourists here. They can go into town. This is our harbor for when they do so en masse. Please do not send them here. **Also, I'm not sure it's the required 100 feet from the closest residence anyway.** I did not measure but it sure doesn't look like you could fit the estimate of 7 cars between the two homes. These are *homes*.

Back to the road itself. This portion of **Esteppe Rd. is PRIVATE**. It is not for tourists and not for strangers that don't live or have business here with people that do live here. No trespassing. And yet, the owners of 806 Esteppe want to encroach on people that live here with a revolving door of transients, potential tourists, and we seriously have no idea who, what, or how many would show up at any given time. Constantly having to reiterate they aren't welcome on our private road past the commercial location they could potentially rent sounds very unpleasant and bound to end up in more forced management of their 'tenants'. And how would

the County protect our interests on the private road if something was to occur? I can tell you they likely would say, 'it is a private road'. So very little. Protect it now then. Say NO to rezoning.

Changing this home to an Air B&B or similar rental, or 'property', as Ms. Portillo so lovingly refers to it, would **alter the security and structure of our small community significantly**. Currently, young children run around freely, the bus stops right next to the home, and the zoning here allows the rural life of livestock, target practice, ATVs on private property and the like. You can actually hear whippoorwills and crickets and you can do it on your porch in your PJ's - because there aren't any strangers around. The people here look out for one another, and in doing so, feel safe and comfortable. We give our neighbor a thank you of bean soup and share tomatoes from our gardens. Our neighbor lovingly plows the road for us when it snows. A revolving door of strangers that have no value in our community would cause the very fabric of our neighborhood the owner of 806 Esteppe claims to have fallen in love with – to be desecrated. People wouldn't want their kids meandering, they'd lock everything up and they'd be in fear of the unknown people rotating through because there would never be time to build trust and relationships with them as neighbors. They would be uncomfortable with noises, animals and events we take for granted in a rural community. Because they wouldn't be neighbors, they'd be clients of the short-term rental business.

Speaking of neighbors, Ms. Portillo gave neighbors on Esteppe the impression she bought this home for her family, reached out with pies and lies about the community and all the while it's under an LLC that is buying up property to line their pockets with short term rentals at the expense of the communities – some of which are people well into their 70's that have lived here their entire lives. This is quite offensive to be intentionally deceived but more importantly for this hearing, it is quite telling. Telling of the intent and trust that can be held in the validity of what they say they will do with the very short and ill worded Property Management Plan. For instance, staying at the property, they have spent very little time at the property. Therefore, the likelihood they will continue to spend very little time there is very high – and that means that they would want to rent it out most of the time – a direct conflict with the statement provided to the Planning Commission on their Management Plan. Some locals to Esteppe reverently call that house 'the old home place' – so the Old Home Place - without effective oversight could, for example, be rented out as a brothel, or a drug runners pit stop off Rt66, or maybe the occasional pedophile to hang out and watch the kids get on and off the bus just outside the window. What measures are in place to prevent those things? The provided Management Plan certainly does very little. If an 'experienced' realtor with multiple properties can't even provide a robust management plan, how would they provide and maintain a high-quality rental to bring in tenants that at least wouldn't be a complete nuisance? Maybe they have an expanded document that wasn't on file, but it's hard to protest what you can't see if that does exist.

Initially I thought places like Air B&B rentals have mitigations in effect. I did a little research and see that many of the short-term rental companies offer assistance in navigating the many potential risks and pitfalls of short-term rentals; such as these things that SHOULD have been but were NOT included in the 'Management Plan'; no locals renting to prevent big parties, no very short term rentals to deter drug use rentals, verification of both parties to encourage respectful tenants, additional charge per guests to reduce overcrowding likelihood, rating of the rental property to encourage upkeep of the property, no firearms, no fireworks, no ATVs, no loud music, no drugs, no parties, parking only in designated areas, no egress on private road, no unattended fires, no outdoor trash storage (we have BEARS), no unauthorized guests, no trespassing on neighboring properties, occupancy limits, etc. However, upon consideration, providing approval for short term rental doesn't require owners to use any of these services and being provided recommendations doesn't require adherence. Community interests are not protected in any manner once approval is granted by the Planning Commission and Board of Supervisors. There isn't anything to protect the neighborhood – the people that actually live here with their families every day.

**The Management Plan provided does not meet Warren County Code 180-56.4 compliance requirements. Further (in reference to Section H & I) Esteppe Rd. does in fact have an inherited Road Maintenance Agreement in lieu of an HOA that is not addressed in the document.**

Most of us choose to live in rural areas because we want to be tucked away from commercialism and the mass of people encountered in larger cities – and all that comes with. Only to be forced to have it come to a home in our community under the farce of a home away from home. For the potential tenants it looks idyllic – for people that live in the neighborhood, it's a mini unmanned hotel and a revolving door of strangers. No one I know wants to go HOME to strangers.

So again, what potential risks will we be exposed to with this commercial enterprise coming into our neighborhood with no one present to mitigate it? Who will help us on a private road? What does the poorly written property management plan do to protect us from overcrowding, parties, gun use on the property, trespassing on the private road, maintenance of commercial use of said road, safety of our children at the bus



stop right next to the home, increased traffic in our quiet neighborhood, and more? Further, increased short term rentals like this will drive up rental prices, reduce rental availability for locals, reduce satisfaction of county residents, cause undue fear, concern and discomfort in our private homes.

It's quite a lot of work to maintain and manage a quality rental. The owners have spent very little time there since they remodeled and are clearly very busy with their multitude of family events and real estate ventures they heartily mentioned – more of those were mentioned than any property mitigations in effect and no effort was made to discuss anything with the local community who were caught quite by surprise when the county sign went up. (thanks for posting that by the way!)

As representatives for the community of Warren County, it seems this committee would have a moral and ethical duty to work for the residents of this county to protect our communities from being defaced with hotel style arrangements no one in the neighborhood wants except the new purchasing (Destin) LLC that doesn't live here.

Please serve our needs by protecting our community and DO NOT approve the short-term rental application for Esteppe Rd.

Thank you,

Laura Hutchison





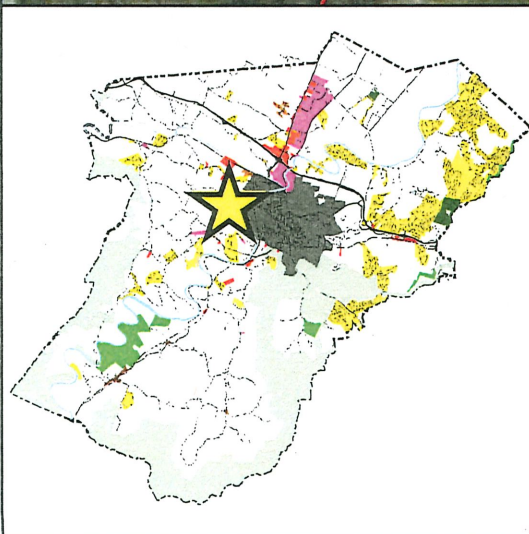
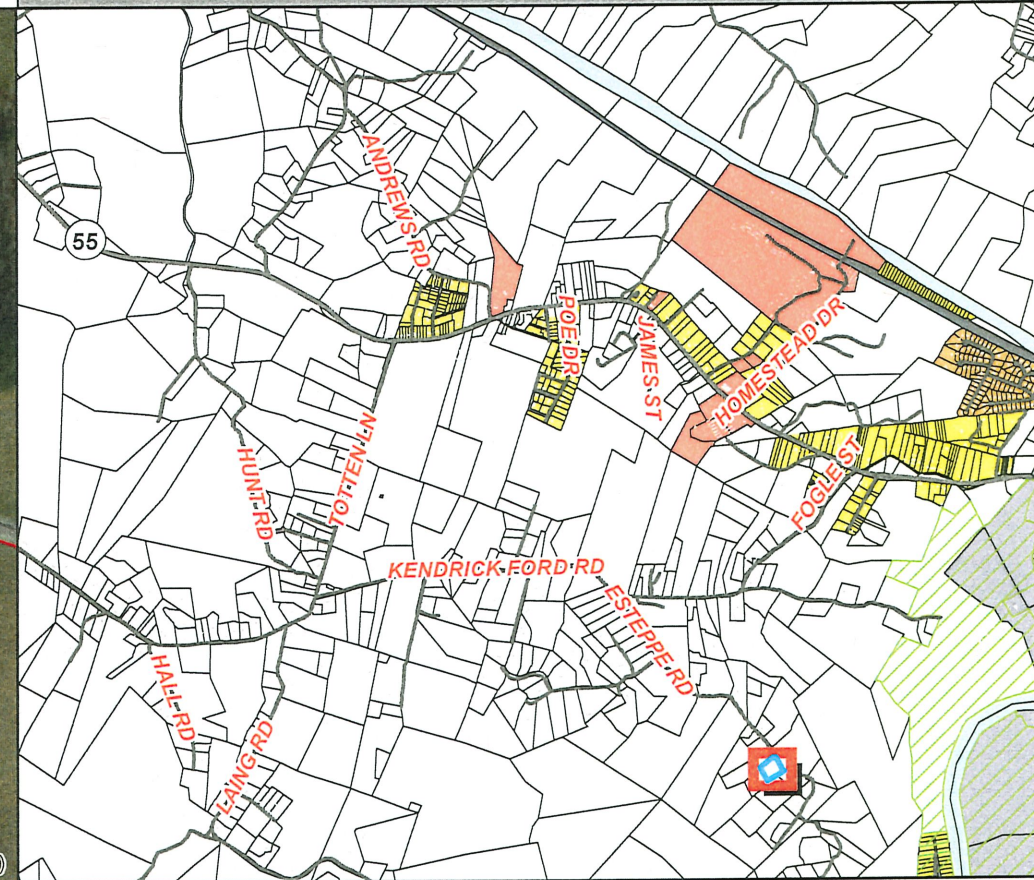
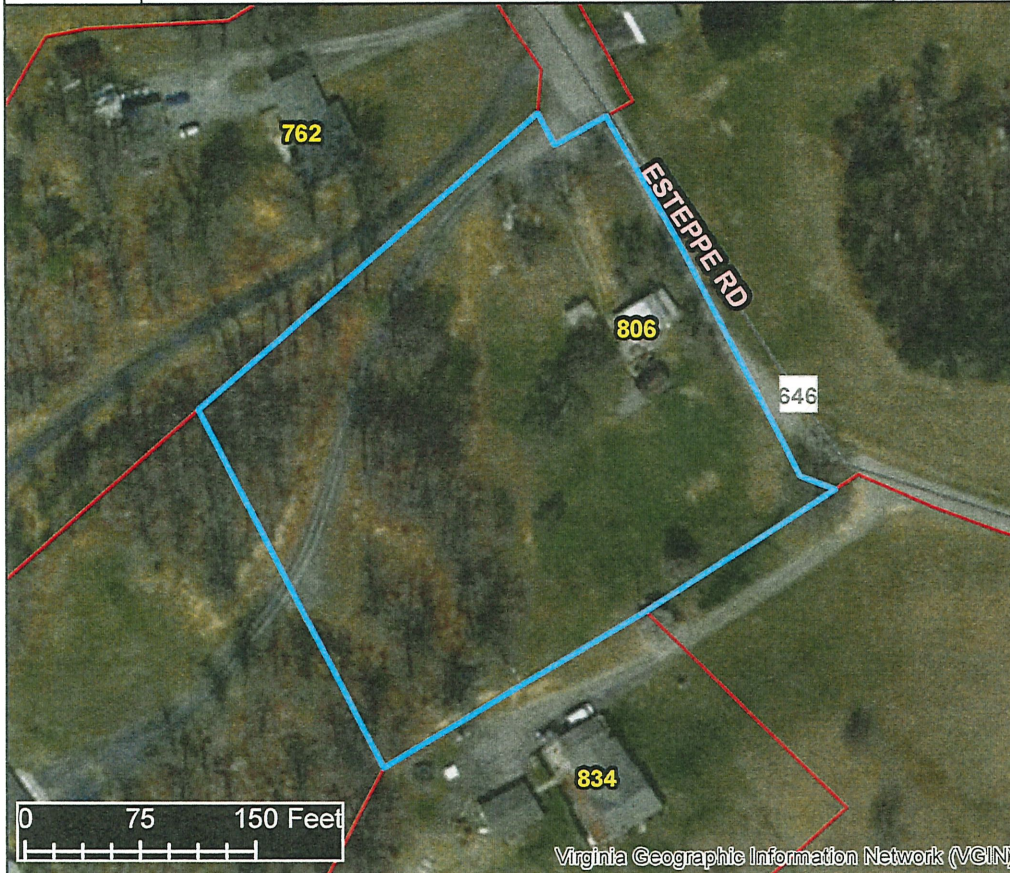
# Warren County VA

## CUP Location Map



Short Term Tourist Rental  
Applicants: Vanessa Portillo

TM 19-----68A  
806 ESTEPPE RD



### Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by  
Warren County GIS 2022  
Department of Planning





# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE</b> 06/07/2022	<b>ITEM</b> <b>I-19</b>	<b>SUBJECT:</b> Conditional Use Permit #2022-04-05 Carl Boswell <i>Short-Term Tourist Rental</i>
<b><u>EXPLANATION &amp; SUMMARY:</u></b> <p>See attached application and staff report.</p> <p>General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:</p> <ol style="list-style-type: none"><li>1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.</li><li>2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.</li><li>3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.</li><li>4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.</li><li>5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.</li><li>6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:<ol style="list-style-type: none"><li>a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.</li><li>b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.</li><li>c) Provide for adequate parking and ingress and egress to public streets or roads.</li><li>d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.</li></ol></li></ol> <p>Prevent such use from changing the character and established pattern of development of the community.</p>		

**PLANNING COMMISSION STATUS:**

On Wednesday, May 11, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Longo and approved by the Planning Commission by a vote of 4-0.

**RECOMMENDED CONDITIONS:**

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed the system capacity as determined by the Health Department permit per Warren County Code §180-56.4B. The Certificate of Zoning shall only be issued with approved Health Department records.
3. The applicants shall have the well/drinking water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

**PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize the proposed conditional use permit request of Carl Boswell for a Short-term Tourist Rental for advertisement of a public hearing.

**SUBMITTED BY:**

Chase Lenz,  
Zoning Administrator

**DISPOSITION OF BOARD:**

☐ APPROVED    ☐ OTHER (Describe)

**PROCESSED BY:**



## Conditional Use Permit 2022-04-05: Short-Term Tourist Rental

**Owner/Applicant:** Carl Boswell

**Prepared:** April 6, 2022

**Staff Contact:** Joseph Petty, Interim Planning Director

### SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental. The rental will be available for short-term visitations for individuals who will be visiting the Warren County area as the property is ideal for tourism given its access to the Shenandoah River. The owner/applicant currently lives outside Warren County and plans to have the property cleaned and maintained in between reservations.

### PROPERTY INFORMATION

Property Location: 338 Walker Farm Drive

Tax Map ID: 15D--2-5-310 & 311

Magisterial District: Shenandoah

Subdivision: Shenandoah Farms

City: Front Royal

Zoning: Residential-One (R-1)

Acres: 0.87 total

Existing Land Use: Single-Family Dwelling

### SURROUNDING ZONING DISTRICTS & USES

North: Residential-1 (R-1)

South: Residential-1 (R-1)

East: Residential-1 (R-1)

West: Residential-1 (R-1)

Use: Single-Family Dwelling

Use: Vacant Lot

Use: Single-Family Dwelling

Use: Vacant Lot

### PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential-1 zoning district. The dwelling was constructed in 1985 and the property does not have a record of any previous zoning violations.



### COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. A short-term tourist rental is a use allowed by conditional use permit in the Residential-1 zoning district and is compatible with the current Warren County Zoning Ordinance.

### ATTACHMENTS

☐ Agency Comments  
☐ Location Map

☐ Application  
☐ Public Comments

☐ Health Permit  
☐ Submitted Plans

☐ Letter from Applicant  
☐ Other: \_\_\_\_\_

## SUPPLEMENTARY REGULATIONS

### Warren County Zoning Ordinance: § 180-56.4: Short-term tourist rentals.

- A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.
- B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however the maximum number of occupants shall not exceed 10. **Our office is awaiting the response from the Health Department. The applicants have provided documents requesting a two-bedroom with a six-person maximum. The original health department documents from 1974 list three-bedrooms.**
- C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. **There is sufficient parking for at least three vehicles in the driveway.**
- D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. **The property is situated on an interior lot, with three sides bordering adjacent properties; one of which contains a single-family dwelling. Most of the surrounding area is wooded land.**
- E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. **The applicant shall obtain building permits to ensure the dwelling meets the current code requirements for fire protection systems.**
- G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24 hour notice.
- H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. **The PMP will be provided.**
- I. If the property is located within a subdivision governed by a Home Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. **This property is located within the community of the Property Owners of Shenandoah Farms. Email communication has been provided.**
- J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.
- K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The property shall have the evacuation plan posted in each bedroom and in the guest registration packet.**



- L. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of the ordinance in their guest registration packet and posted in a common area of the dwelling.**
- M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in §180-63 of the Warren County Zoning Ordinance.
- N. All outdoor burning shall be in compliance with Chapter 92 of the Warren County Code.
- O. There shall be a minimum of 100' from the short-term tourist rental to all neighboring residences. **This short-term tourist dwelling does meet the setback requirement to adjacent single-family dwellings. The closest dwelling is 185' to the north.**

#### RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. *Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed the system capacity as determined by the Health Department permit per Warren County Code §180-56.4B. The Certificate of Zoning shall only be issued with approved Health Department records.
3. The applicants shall have the well/drinking water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

Cc: Carl Boswell – Owner/ Applicant

## Statement of Justification

**Re: 338 Walker Farm Road Front Royal, VA 22630 Conditional Use Permit Request**

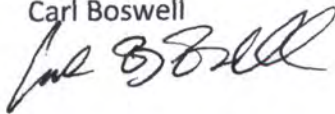
Ladies and Gentlemen of the Warren County Planning Commission:

My name is Carl Boswell and I am the owner of 338 Walker Farm Drive, located in Shenandoah Farms. I respectfully ask that you review and approve my request for a conditional use permit allowing short-term rental use at the site.

My wife and I hope for the house to be our second home, allowing us to enjoy what Warren County has to offer. When not in use by us, we would like to provide housing for those coming to the enjoy the county's attractions for themselves. We intend to make the house available for short-term rental use throughout the year, listing it as a cozy two-bedroom, one-bathroom home for those looking for a place to stay in between hiking, boating, and other sightseeing adventures.

I welcome the opportunity to work with you to make this a possibility and would be happy to answer any questions.

Warm Regards,  
Carl Boswell

A handwritten signature in black ink, appearing to read 'Carl Boswell', written over the printed name.

# WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-04-05  
 Date Received: 3-14-2022  
 Fee Amount: \$ 500.00 CK# 341  
 Date Paid: 3-14-2022

## Applicant Information:

Carl Boswell  
 Applicant Name

338 Walker Farm Drive Front Royal Virginia 22630  
 Address City State Zip

Same as Applicant Address  
 Property Location for conditional use permit if Different than Applicant's Address

484.881.2434 cbb5093@gmail.com  
 Primary Contact Number Email

Property Owner (if same as applicant, leave blank)

Address City State Zip

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

## A. Property Information:

- (1) Address/Location: 338 Walker Farm Drive Front Royal, VA 22630
- (2) Election District: Shenandoah
- (3) Tax Map Number: 15D-2-5-311
- (4) Subdivision Name: Shenandoah Farms
- (5) Total Area of Property (acres): 0.41
- (6) Total Area to be Used (acres): 0.41
- (7) Total Road Frontage (feet): Approximately 90.8 feet
- (8) Depth of Property (feet): 198.6 feet average depth
- (9) Present Zoning: Residential One



## B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: short-term rental
- (2) Current land use and condition of site: Residential
- (3) Zoning of surrounding land/property: Residential One
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: N/A
- (6) Season, days, and hours of operation: N/A
- (7) Will there be a sign? ☐ Yes ☒ No  
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) \_\_\_\_\_  
\_\_\_\_\_
- (9) Number of full time employees: N/A
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: Six
- (12) Number of parking spaces to be provided: Regular Three Handicap \_\_\_\_\_
- (13) What is the proposed landscaping and buffering for this property? None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## C. Plans Prepared By

Name: Carl Boswell

Address: 338 Walker Farm Drive, VA 22630

Telephone Number: 484-881-2434

## D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (6) What will be the impact on traffic? No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

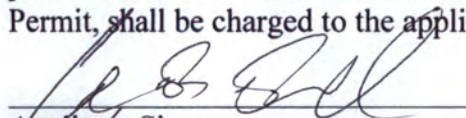


**The following documents and/or information are required  
to be submitted with the application:**

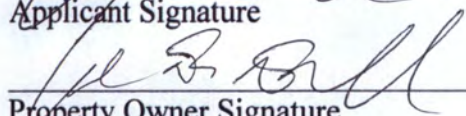
- ☐ **An application fee of \$500.00.**  
Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.
- ☐ **A Statement of Justification**  
This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 1/2 x 11 size paper.
- ☐ **A Site Plan/Survey.**  
Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.
- ☐ **Sewage Disposal and Well Site.**  
Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.
- ☐ **A copy of the deed to the property verifying the current ownership.**  
A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.
- ☐ **A statement verifying that real estate taxes have been paid.**  
This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.
- ☐ **Environmental and Community Impact Statements**  
The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.
- ☒ **List of chemicals stored on the site**  
N/A A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.
- ☐ **Location Map**  
A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.
- ☒ **Directions to your property from the Warren County Government Center.**  
From the Center take E 3rd St. to N. Commerce, go 348 feet.  
Take Happy Creek Rd and State Rte 624 to State Rte 643, go 5.1 miles.  
Follow State Rte 643, State Rte 603 and State Rte 638 to 338 Walker  
Farm Drive.



I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

  
Applicant Signature

03/14/2022  
Date

  
Property Owner Signature

03/14/2022  
Date

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.**

NOTES

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# Lord Fairfax Health District



Warren County Health Department  
465 West 15<sup>th</sup> Street, Suite 200  
Front Royal, Virginia 22630  
Tel. (540) 635-3159 ~ Fax (540) 635-9698  
[www.vdh.virginia.gov](http://www.vdh.virginia.gov)



April 13, 2022

Mr. Joe Petty, Planning Director  
Warren County Planning and Zoning  
220 N Commerce Avenue, Suite 400  
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-05    Owner: Carl Boswell

Dear Mr. Petty,

I have reviewed the request for comments regarding the property at 338 Walker Farm Dr, Front Royal, Virginia, in Warren County, (property identified on tax map # 15D-2-5-311), and I offer the following comments:

1. The permit for a sewage disposal system was issued on November 22, 1974 with a record of inspection dated February 17, 1976. The system is designed to serve a 3-bedroom home with 6 occupants maximum.
2. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
3. All trash and garbage shall be placed in containers with tight-fitting lids.
4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
5. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
7. Do not connect any hot tub discharge to the sewage disposal system.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "G. Smith".

Greg Smith  
Environmental Health Specialist



# RECORD OF INSPECTION-SEWAGE DISPOSAL SYSTEM

15 D  
3  
310,311

Owner Mercer Skaggs Address 4260 Allen Circle Phone 000 34592  
 Occupant \_\_\_\_\_ Address Fairfax, Va Phone \_\_\_\_\_  
 Exact Location of Premises Lots 310, 311 Riverview Sec II Shen Farms  
 (Subdivision, Street or Road Name, Section or Lot No.)

## WATER SUPPLY INSPECTION

well to be installed

Installed according to Permit Design ☐ Yes ☐ No. Distance to nearest House Sewer \_\_\_\_\_ feet. Distance to nearest Sewage Disposal System \_\_\_\_\_ feet. (Use Form LHS-143 for Detailed inspection of Water Supply Reference Materials.)

## SEWAGE DISPOSAL SYSTEM INSPECTION

### (1) LOCATION

Allotted Area adequate ☒ Yes ☐ No. Distance from nearest lot lines 25 feet. Trees 10 feet. Water Supplies \_\_\_\_\_ feet. Buildings 25 feet.

### (2) INSTALLATION AND DESIGN

Installed according to Permit Design ☒ Yes ☐ No. Have additional Household Appliances been added NOT on Permit: ☐ Automatic Washer ☐ Garbage Disposal ☒ Other No (Describe)

### (3) SOIL CONDITION

Are there soil conditions now evident which indicate system may be unsatisfactory as designed: ☐ Yes ☒ No. If Yes, show adjustments required under "Remarks" below.

### (4) HOUSE SEWER LINE

Installed ☐ Yes ☒ No. Type of material \_\_\_\_\_ Size \_\_\_\_\_ Inches.

### (5) SEPTIC TANK

Constructed of pre cast concrete (Kind of Material) Inside Dimensions Length 8 feet. Width 4 feet. Liquid Depth 4 1/2 feet. Depth of Air Space 12 inches. Inside Fittings comply with requirements ☒ Yes ☐ No.

### (6) DISTRIBUTION BOX

Watertight and equal surcharge to each line by Water Test ☒ Yes ☐ No. Distribution Box provided with 2 (Number) extra outlets for future use.

### (7) SUBSURFACE ABSORPTION FIELD

Total Area in bottom of ditches 1500 square feet. Number of ditches 5 Length of ditches 180 feet. Grade of ditches Minimum 3 Inches per 100 feet. Maximum 11 inches per 100 feet. Has system been checked by instruments (level) ☒ Yes ☐ No. Type aggregate used #5 Stone Depth of aggregate under Tile 6 inches. Total depth of aggregate 13 inches. Depth of backfill over aggregate 11-20 inches.

### (8) SURFACE DRAINAGE

Storm Drains from House and Basement flowing away from Subsurface Drainage Field: ☒ Yes ☐ No. Was Surface Drainage required ☐ Yes ☒ No. If Yes, has this been provided ☐ Yes ☐ No. Has area been drained by lowering Ground Water Table: ☐ Yes ☐ No. ☒ Not required.

(9) Are follow-up inspections necessary ☐ Yes ☒ No.

Septic Tank Contractor: Glen Shupe Address RFD 3 Box 540 Front Royal, Va Phone \_\_\_\_\_  
 This Sewage Disposal System (Is) (Is Not) Approved by Warren County Health Department.  
 Date 17 Feb 76 Signed JAMES V. DeBary Date \_\_\_\_\_ Approved \_\_\_\_\_ (Sanitarian) (Health Director)  
 Date \_\_\_\_\_ Approved \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_ (Advisory Sanitarian) (Reviewing Authority -- Other Agency)

With proper maintenance, approved Sewage Disposal systems may be expected to function satisfactorily, provided no overloading or physical damage occurs to the system. Remarks: Septic Tank should be pumped every three to five years.



# PERMIT TO INSTALL ☒ REPAIR, ☐ REASONS FOR REJECTION ☐ WATER SUPPLY ☐ SEWAGE DISPOSAL SYSTEM ☒

- (1) Void after (12) twelve months. (2) Automatically cancelled when site conditions are changed from those shown on permit.  
 (3) Automatically cancelled should facts later become known that a potential hazard would be created by continuing installation.

Owner Mercet Skaggs FHA/VA ☐ Yes ☐ No Date 22 Nov 74 Case No. \_\_\_\_\_  
 Address 4260 Allison Circle Phone \_\_\_\_\_  
 (Mailing Address)  
 Occupant \_\_\_\_\_ Address Fairfax, Va. Phone \_\_\_\_\_  
 (Mailing Address)  
 Exact Location of premises Lot 310, 311 Riverview Section IV Shen. Farms Sbd.  
 (Subdivision, Street or Road Name, Section or Lot No.)

FOR: ☒ Dwelling ☐ Other \_\_\_\_\_ Automatic Washing Machine ☒ Yes ☐ No Consumption 600 gal. per day  
 Actual: ☐ Potential ☒ Bedrooms 3 Garbage Disposal Unit ☐ Yes ☒ No (☐ Actual ☒ Estimated Water)  
 Additional wastes \_\_\_\_\_

(1) WATER SUPPLY (Existing) Class \_\_\_\_\_ Approved ☐ Yes ☐ No Other \_\_\_\_\_  
 (To be installed) Class III Cased \_\_\_\_\_ ft. to be grouted \_\_\_\_\_ ft.

(Unless supported by positive evidence Class III is to be considered as to be installed.)

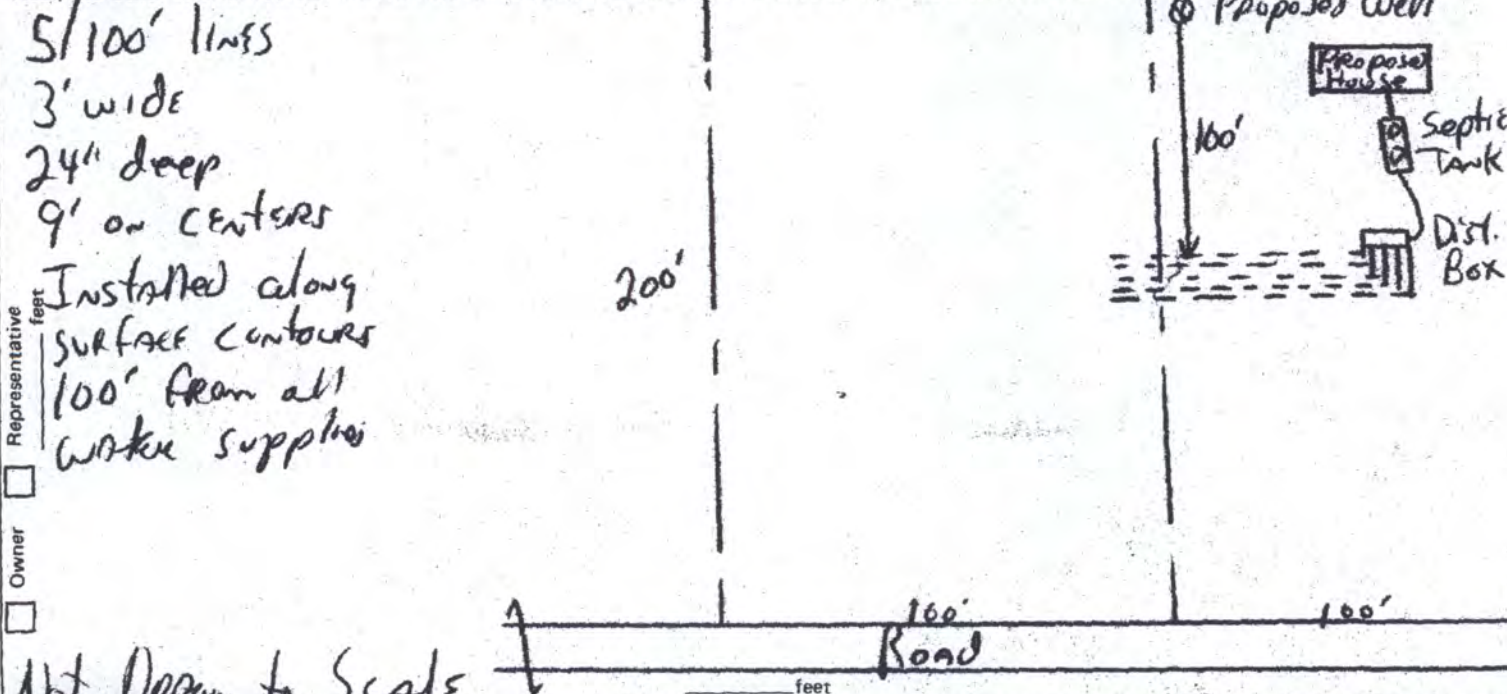
SOIL STUDY Naturally drained, suitable by sight ☒ Yes ☐ No Technical Classification Clay (If Known)  
 (2) Estimated Percolation Rate 1-10 ☐ 11-25 ☒ 26-50 ☐ > 51 ☐ Percolation Test Required ☐ Yes ☒ No ☐ Rate \_\_\_\_\_  
 (Minutes per inch) 234 inches (estimate over 4 ft.) OTHER \_\_\_\_\_  
 Depth to Grey Mottles \_\_\_\_\_ inches  
 Surface drainage required ☐ Yes ☒ No OTHER DRAINAGE \_\_\_\_\_

(3) HOUSE SEWER LINE Size 4 inches. Type of material required CI on compressed material Distance from Water Supply \_\_\_\_\_ feet.

(4) DETAILS OF CONSTRUCTION Watertight Septic Tank of pre cast concrete material Liquid Capacity 1000 gallons.  
 Inside Dimensions Length 8 feet. Width 4 feet. Liquid Depth 4 1/4 feet. Depth of Air Space \_\_\_\_\_ feet.

SUBSURFACE ABSORPTION FIELD Number of square feet required 1500 Type aggregate required #5 Stone  
 (5) Depth of aggregate from base of tile to bottom of ditches 6 inches. Allowable fall 2 to 4 inches.  
 Total aggregate minimum depth 13 inches or more. Depth of drainfield to be 24 inches from surface of original ground.  
 Distance from well to septic tank 50 feet; distance from well to drainfield 100 feet.

Rough Sketch of Premises (including adjacent properties if pertinent, Showing Location of Lot Line, Buildings, Water Supplies, Sewage Disposal Systems, Trees, and Other Possible Sources of Contamination of Water Supplies, by indicating Distances and Slope with regard to one another.



Signature \_\_\_\_\_ Representative ☐ Owner ☐  
 Note: Owner or his agent must notify Warren County Health Department, Phone 635-2775 when installation is ready for inspection. If any Sewage Disposal System, or part thereof, is covered before being inspected by the Health Department, it shall be uncovered at the direction of the Health Director or his agent. CONDITIONS DISCOVERED DURING INSTALLATION MAY REQUIRE ADJUSTMENTS OF SYSTEM DESIGN. Changes from above specifications require Health Department approval before being made.

Based on the above information, the undersigned recommends that this permit be issued 20 Nov 74 James V. DeBergh Jr  
 Date \_\_\_\_\_ Approved \_\_\_\_\_ (Reviewing Authority) Date \_\_\_\_\_ Signed \_\_\_\_\_ (Sanitarian or Health Director)

## Chase Lenz

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**From:** David Beahm  
**Sent:** Thursday, May 19, 2022 4:58 PM  
**To:** Matt Wendling; Chase Lenz  
**Cc:** Paula Fristoe  
**Subject:** Request for Comments 2022-04-05 – Carl Boswell – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000174-2022

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Comments 2022-04-05 – Carl Boswell – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000174-2022:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.
- Building Inspections Items:
  - The use of the existing dwelling for a “short-term rental” would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating it as a short-term rental.
  - Given the timeframe that the structure was originally built it may not require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

If anything should change in the scope additional requirements may be required.

Respectfully,



David C. Beahm, CBO  
Building Official

Warren County Building Inspection

220 North Commerce

Front Royal

540

FAX 540

[dbeahm@warrencountyva.net](mailto:dbeahm@warrencountyva.net)

[www.warrencountyva.net](http://www.warrencountyva.net)

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.





Carl Boswell &lt;cbb5093@gmail.com&gt;

## Rental Question

**P.O.S.F BUSINESS** <shenandoahfarms@comcast.net>  
To: Carl Boswell <cbb5093@gmail.com>

Thu, Jan 6, 2022 at 10:34 AM

Please see our Welcome Email below.

Welcome to Shenandoah Farms!

The office is open on Thursday from 10am-2pm. The website for Shenandoah Farms is [shenandoahfarms.org](http://shenandoahfarms.org). The website may answer many questions you have such as, directions to our common properties and how to obtain access to these properties. Decals are required to access any of the Common Properties. Most of our forms are available on the website such as POA packets, decal requests, complaint forms, directions etc.

The biggest question asked lately is short term rentals, short term rentals are not automatically approved or allowed in residential subdivisions, however you can apply for a conditional use permit thru Warren County zoning and follow the application process and see if you can obtain the permit to allow you to do a short term rental. The details are handled at the Warren County Zoning level. not here at the HOA Office.

Property Owners inquiring about mailboxes must contact the US Post Office in Front Royal or Boyce with proof of residency to obtain a mailbox.

Shenandoah Farms is a very active POA. We have a board of directors, hired contractors, host bi-monthly meetings, abide by our by laws, committees, rules & regs as well as covenants & restrictions. We also have many common properties that we maintain throughout the Farms.

For more information on the Property Owners of Shenandoah Farms, Inc, please check out our website at [Property Owners of Shenandoah Farms - Home](http://www.shenandoahfarms.org) and follow us on Facebook:

<https://www.facebook.com/officialshenandoahfarms>

One of the ways to learn more about our organization and be part of the community is to attend our meetings that are held on the Second Saturday of the month at 9:00 AM and the Fourth Thursday of the month at 7:00 PM. The meeting schedule can be found at [Calendar of Events - Property Owners of Shenandoah Farms](#)

Vehicle Decals to access our Common Properties can be purchased from the POSF Office. Our office is open for walk-in service on Thursdays from 10 AM to 2 PM and on Saturdays from 10 AM to 12 noon. If those days and time are not convenient for you, you can download and complete the Decal Request Form on our website, fill it out and either mail it to our office or drop it in the drop box outside our office door. The fee for decals is \$5.00 per vehicle in Warren County, \$25 Clarke County so please include a check or money order for the requested number of decals. We do not accept credit or debit cards and we do not recommend mailing cash. We will mail your decals once we receive your completed form and payment. The Decal Request Form can be found here: [Forms - Property Owners of Shenandoah Farms](#)

Shenandoah Farms properties which are located in the County of Warren are located in a Sanitary District. This means the County Treasurer handles the billing of these fees and they are sent out along with your real estate taxes. Currently the Sanitary District fees are \$350 per every improved lot, \$350 for Unimproved lots. WC Treasurer 540/635-2215. POSF Inc serves as an advisory Board to the Shenandoah Farms Sanitary District. The Sanitary District is managed by the SFSD Manager.



Shenandoah Farms properties that are located in the Clarke County side are also a part of the subdivision, they do fall under the same subdivision rules, regulations, covenants & restrictions as Warren County , as well as share in all of the common properties and amenities available to the Warren County property owners. Most Clarke county properties have deeded lot fees and are not a part of the sanitary district. Clarke County deeded lot fees are handled through the POSF office and the office handles all the accounting for each lot. Clarke County does not have a road maintenance agreement nor any road maintenance fees in place, that this office is aware of. Clarke County does not receive any type of road maintenance, nor snow removal activities that this office has been informed of. Shenandoah Farms is not under contract nor entered in any type of agreement on road maintenance, or snow removal with any party pertaining to Clarke roads within Shenandoah Farms subdivision.

The POSF office does produce an POA packet which should be delivered to every prospective buyer prior to closing on a property. The packet is \$55 payable to POSF Inc. The packet is produced once the request form & payment is received here in the office.

Please let us know if you have any additional questions and Welcome to Shenandoah Farms! We hope to see you soon at one of our meetings! Hope this answers your questions more thoroughly Feel free to contact us at anytime via email or 540/837-2068.

Respectfully,

Property Owners of Shenandoah Farms

6401 Howellsville Road

Front Royal, VA 22630

(540) 837-2068

[Quoted text hidden]

**Joe Petty**

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**From:** Alisa Springman <alisaspringman@hotmail.com>  
**Sent:** Wednesday, May 11, 2022 6:35 PM  
**To:** planning  
**Subject:** Comment for Planning Commission

As property owners next door to Carl Boswell at 338 Walker Farm Drive, we wish to oppose the request for short term tourist rental. Ours is a residential neighborhood for those who understand the requirements of being a Shenandoah Farms resident and who are here because of the peace and quiet available in this part of Warren County.

Sincerely, Alisa Springman and James Daniels  
295 Walker Farm Drive  
Lot 312 owners

Sent from my iPad





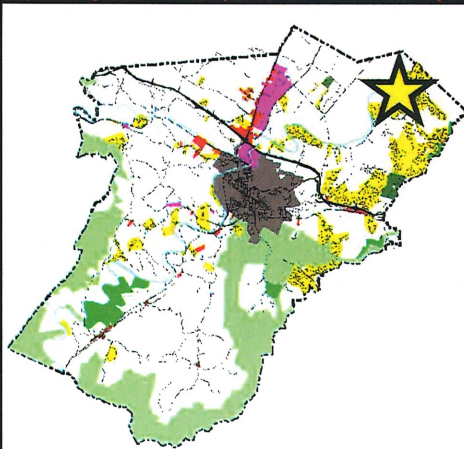
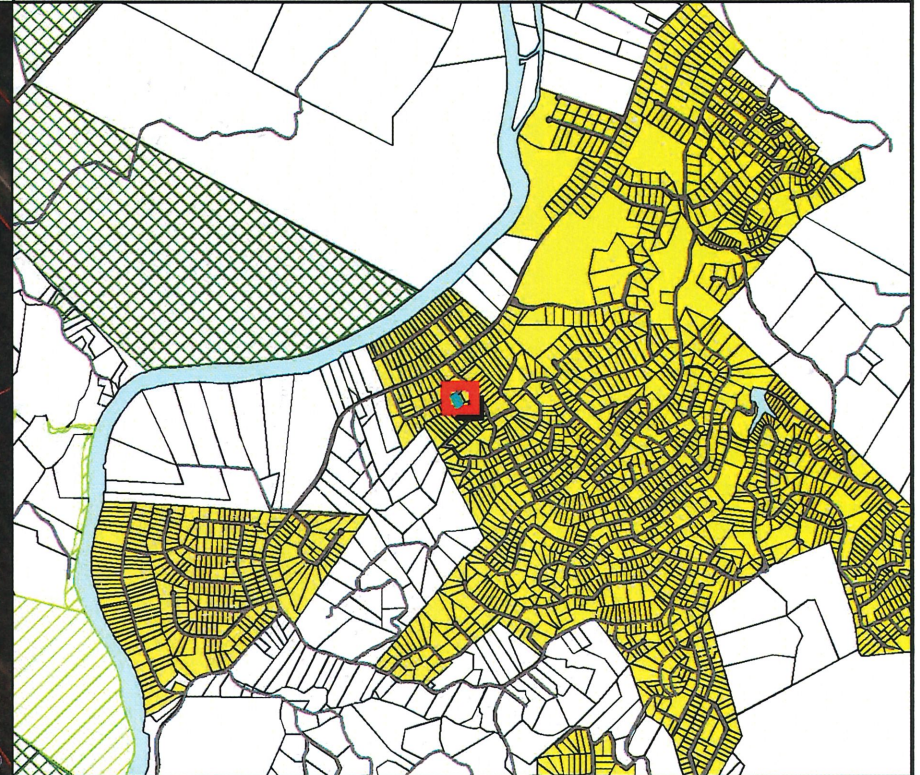
# Warren County VA

## CUP Location Map



Short Term Tourist Rental  
Applicants: Carl Boswell

TM 15D--2-5-311  
338 Walker Farm Drive

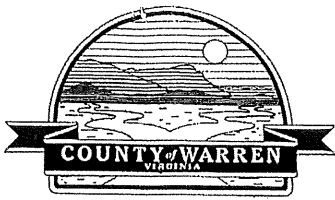


### Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by  
Warren County GIS 2022  
Department of Planning





# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/07/2022	I-20	Conditional Use Permit #2022-04-06 Matthew Benjamin Tow <i>Short-Term Tourist Rental</i>

### EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

- 1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
- 2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- 3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
- 4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
- 5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
- 6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
  - a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
  - b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
  - c) Provide for adequate parking and ingress and egress to public streets or roads.
  - d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
  - e) Prevent such use from changing the character and established pattern of development of the community.



**PLANNING COMMISSION STATUS:**

On Wednesday, May 11, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

**RECOMMENDED CONDITIONS:**


Staff recommends that if the Board of Supervisors is going to approve of this request that the following conditions should be applied:

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four as determined according to the Health Department permit for a two-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and on the state road shall be prohibited.
7. Outdoor burning and use of fireworks by guests shall be prohibited.

**PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for a Short-Term Tourist Rental for advertisement of a public hearing.

**SUBMITTED BY:**

Chase Lenz,   
Zoning Administrator

**DISPOSITION OF BOARD:**

☐ APPROVED    ☐ OTHER (Describe)

**PROCESSED  
BY:**



**Conditional Use Permit: 2022-04-06 / Short-Term Tourist Rental**

**Matthew Benjamin Tow, *Current Owner/Applicant***

**Prepared: March 23, 2022**

**Staff Contact: Chase Lenz, Zoning Administrator**

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**SUMMARY OF REQUEST**

The applicant is requesting a conditional use permit for a short-term tourist rental for the property he recently purchased in December of 2021. Mr. Tow and his family fell in love with the Linden area while searching for a second property to serve as a quiet escape from their townhouse in Washington, D.C. and where his children can run around barefoot. He would like to make the property available for short-term rentals for guests visiting the Warren County area when his family is not using the property to take a much-needed break from the hustle and bustle of the city.

Mr. Tow and his wife have over 5 years of experience managing two successful short-term rentals in Washington, D.C. and they are superhosts on Airbnb. He plans on engaging Evolve, a third-party management company, to manage the reservations and guest screening. He will use local professional services for cleaning, maintenance, and trash removal.

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**PROPERTY INFORMATION**

Property Location: 110 Demel Court  
Tax Map ID: 23A-12-9---4  
Magisterial District: Happy Creek  
Subdivision: Skyland Estates  
Dwelling

City: Linden  
Zoning: Agricultural (A)  
Acres: 2.04 Acres  
Existing Land Use: Single Family

**SURROUNDING ZONING DISTRICTS & USES**

North: Agricultural (A)  
South: Agricultural (A), Residential-One (R-1)  
East: Residential-One (R-1)  
West: Agricultural (A)

Use: Single Family Dwelling  
Use: Single Family Dwelling  
Use: Single Family Dwelling  
Use: Single Family Dwelling

**PROPERTY HISTORY**

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. The house was constructed in 1992 and the previous property owner was cited for advertising and operating a short-term tourist rental in the Agricultural zoning district without an approved Conditional Use Permit. The previous owner also had outstanding issues from a building permit for interior alterations in which work was completed prior to required inspection by a Building Inspector.

Upon receiving the Notice of Violation, Mr. Tow immediately took down the online advertisement for the property and ceased operating the short-term tourist rental to resolve the zoning violation. He also worked with Building Inspections to complete the necessary inspections for the work completed by the previous owner and final the outstanding building permit.

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**COMPATIBILITY WITH THE COMPREHENSIVE PLAN**

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural and residential land uses. A short-term tourist rental is a use allowed by conditional use permit in the Agricultural zoning district and is compatible with the current Warren County Zoning Ordinance.

## SUPPLEMENTARY REGULATIONS

### Warren County Zoning Ordinance: § 180-56.4: Short-term tourist rentals.

- A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.
- B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however, the maximum number of occupants shall not exceed 10. **There is a Health Department operation permit on file approving six (6) occupants for the dwelling. Warren County Assessment data lists three (3) bedrooms in the dwelling; however, building and zoning permits were recently approved for the addition of a fourth bedroom.**
- C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all rights-of-way and in yards. **There is sufficient parking for at least four vehicles in the driveway.**
- D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. **The dwelling is fully screened by woods on all sides. The property boundaries will be marked.**
- E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. **The applicant shall obtain building permits to ensure the dwelling meets the current code requirements for fire protection systems.**
- G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24-hour notice.
- H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. **The applicant is working on a PMP to submit for review by Planning staff. He will use local professional services for cleaning, maintenance, and trash removal.**
- I. If the property is located within a subdivision governed by a Home Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. **Comments have been received from the Skyland Community Corporation (SCC). The SCC has indicated they do not support the application since it does not meet their requirements for short-term rentals.**
- J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.
- K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The property shall have the evacuation plan posted in each bedroom and in the guest registration packet.**

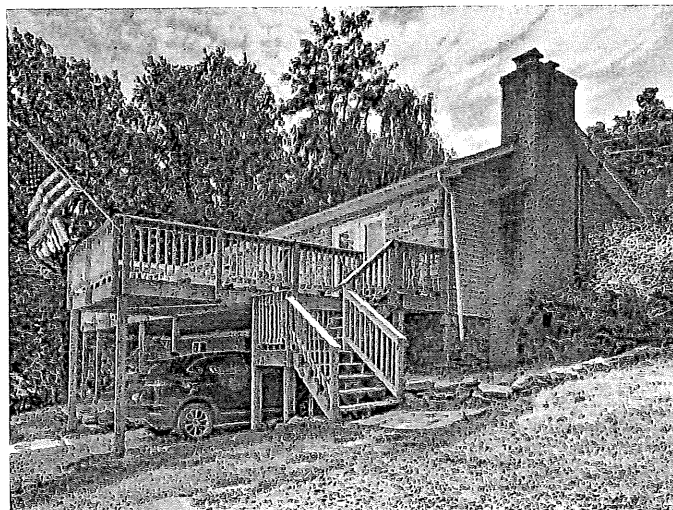
- L. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of the ordinance in their guest registration packet and posted in a common area of the dwelling.**
- M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in §180-63 of the Warren County Zoning Ordinance.
- N. All outdoor burning shall be in compliance with Chapter 92 of the Warren County Code.
- O. There shall be a minimum of 100' from the short-term tourist rental to all neighboring residences. **The dwelling meets the setback requirement to adjacent single-family dwellings. The closest dwelling is 132' to the southwest.**

### RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. *Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed six as determined according to the Health Department operation permit for a four-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.
7. Outdoor burning and use of fireworks by guests shall be prohibited.

Cc: Matthew Benjamin Tow – Owner/Applicant



**Statement of Justification - 110 Demel Ct, Linden VA**

March 17, 2022

To:  
Warren County Planning Department  
220 North Commerce Ave.  
Suite 400  
Front Royal, VA 22630

RE: Conditional use application for a short-term tourist rental

Dear Planning Commission:

Thank you for considering our conditional use permit application for a short term tourist rental of our mountainside house at 110 Demel Ct. Linden, VA 22642.

My husband Ben and I live and work from our metro accessible rowhome in the middle of Washington DC. Ben is a lawyer for the federal government and I am a music teacher and run my music studio from the lower level of our home. We have two young children, a toddler and a 6 month old and it has been our dream to own a quiet escape where our kids can run around barefoot.

We started researching where we wanted to own, when Covid began over two years ago and toured homes all over MD and VA. Nothing felt quite right until we drove up Blue mountain, saw the view, met our neighbors on Demel Court (both people and chickens) and tasted an apple butter doughnut. We just knew this was the community meant for us.

We are passionate about our short term rental business and currently operate two successful short term rentals in Washington DC. We are superhosts and have hosted for over 5 years. We are experts when it comes to screening guests, setting up clear expectations and making sure guests, owners, and neighbors are harmonious. Ben and I make a stellar team.

We already have local cleaners, maintenance, and trash removal services lined up. We also plan on engaging a 3rd party management company, Evolve, who is an experienced short-term rental management company to further help us manage the property in screening and verifying prospective guests. Moreover, our updated and freshly designed home, local guidebook, and social media account will attract and connect our guests with local businesses.

If you're compelled, feel free to read our listings and reviews by searching "The Quarter Note Bedroom at HUM District Music" or "The Half Note Bedroom at HUM District Music"

In conclusion, what makes us ideal applicants for this permit:

- \*our experience hosting
- \*our vested interest in the community- our family will spend time in Linden as much as we're free



- \*our commitment to being neighborly with approachability and open communication
- \*our love of Linden
- \*our ability to attract guests to the area who will support local business
- \*our accessibility to the property in the event of an issue- we're only 1.5 hours away

Thank you for considering our application and we look forward to answering any further questions that you may have.

Sincerely,

Celesta and Ben Tow

# WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-04-06Date Received: 3/17/2022Fee Amount: \$ 500.00Date Paid: 3/17/2022 CC**Applicant Information:**

Matthew Ben Tow  
Applicant Name

3527 13<sup>th</sup> St NW Washington DC 20010  
Address City State Zip

110 Demel Ct Linden VA 22642  
Property Location for conditional use permit if Different than Applicant's Address

781-258-6508 matthew.tow@gmail.com  
Primary Contact Number Email

Property Owner (if same as applicant, leave blank)

Address City State Zip

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

**A. Property Information:**

- (1) Address/Location: 110 Demel Ct. Linden VA 22642
- (2) Election District: Happy creek
- (3) Tax Map Number: 23A-12-9---4
- (4) Subdivision Name: Skyland estates
- (5) Total Area of Property (acres): 2.04 acres
- (6) Total Area to be Used (acres): 2.04 acres
- (7) Total Road Frontage (feet): \_\_\_\_\_
- (8) Depth of Property (feet): \_\_\_\_\_
- (9) Present Zoning: Agricultural

**B. Proposed Use of Property**

- (1) State the proposed use(s) for the Conditional Use Permit: Short term rental
- (2) Current land use and condition of site: Residential
- (3) Zoning of surrounding land/property: Residential
- (4) Will development be staged? ☐ Yes ☐ No
- (5) Construction Time: N/A
- (6) Season, days, and hours of operation: Year round
- (7) Will there be a sign? ☐ Yes ☒ No  
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) unknown
- (9) Number of full time employees: 0
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: 10 max
- (12) Number of parking spaces to be provided: Regular 4 Handicap \_\_\_\_\_
- (13) What is the proposed landscaping and buffering for this property?  
Property is fully screened by woods

**C. Plans Prepared By**

Name: Plot by circuit court

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**D. Environmental Information**

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?)  
No

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) \_\_\_\_\_

NO

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) \_\_\_\_\_

NO

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. N/A

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) NO

(6) What will be the impact on traffic? NO

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. NO

**The following documents and/or information are required  
to be submitted with the application:**

☒ **An application fee of \$500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of \$500.00 will be required at the time of submittal.

☐ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☐ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☐ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**

The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

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I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

[Signature] 12/3/2021  
Applicant Signature Date

[Signature] 12/3/2021  
Property Owner Signature Date

Accepted by: Chase Leung Date: 3/17/2022

**PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.**

NOTES

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**The Musical Mountain House  
Short Term Rental  
Property Management Plan  
110 Demel Ct, Linden VA 22642**

**Hosts**

Matthew and Celesta Tow  
781-258-6508  
[matthew.tow@gmail.com](mailto:matthew.tow@gmail.com)

**The Space**

The Musical Mountain House is situated in the middle of Northern Virginia's wine country and is nestled in the Shenandoah mountains and the winding roads of Skyline drive on a 2-acre lot. The Musical Mountain House is also easily accessible to the amenities of Front Royal, Shenandoah National Park, Skyline drive, and neighboring towns. The charming house features four spacious bedrooms and three bathrooms, a large front deck, hottub, private back deck, and fenced in backyard and fire pit. The house comes with everything you need for a secluded retreat including a fully equipped kitchen, gas grill, and fireplace for those cozy evenings in.

Enjoy hiking, tubing, and golfing during the summer or hunting and skiing in the winter, all while being immersed in the beauty of the Shenandoah National Forest! With so much to see and do within 5 miles, you won't want to leave this home!

Great for Large Groups | 2,800 Sq Ft | Pets Allowed (with fee) | 30 Vineyards within 30 Mile

Reset your soul at this quiet and secluded home, whether you're here to hike the trails, learn some history, or simply sip vino in the heart of Wine Country, you'll have access to all the best of Linden!

Master Bedroom: King Bed | Bedroom 2: Queen Bed | Bedroom 3: Queen Bed | Bedroom 4 (lower level) King Bed | Additional Sleeping: Queen Air Mattress

INDOOR LIVING: Wood-burning fireplace, 2 flat-screen smart TVs, chessboard, massage table, electric piano, yoga mat & ball

KITCHEN: Fully equipped, dishwasher, new toaster oven, Insta Pot, French press, Crêpe pan, coffee maker, Crock-Pot, new microwave

GENERAL: Fast WiFi, excellent cell phone reception, air conditioning, ceiling fans, complimentary toiletries, linens, towels, washer & dryer

OUTDOOR LIVING: Updated deck, gas grill, fenced in backyard with fire pit, deck w/ hammock & seating

PARKING: Covered car port (1 vehicle), driveway (5 vehicles)

**In the winter months, if there is snow on the driveway, all-wheel drive or four-wheel drive are recommended.**

Trash Disposal: Please make sure you bag all trash in the provided trash bags before putting trash in the trash receptacles in the fenced in backyard.

**Septic System:** The house is on a septic system; hence, we request that you place food products in the trash. **No food should go down the drain.** To avoid the septic system clogging, please do not flush ANY foreign item down the toilet.

### **The Area**

**ATTRACTIONS:** Fantasyland Park (8.4 miles), Skyline Drive (9.1 miles), Skyline Caverns (10.6 miles), Abram's Delight (20.4 miles), Patsy Cline Historic House (20.9 miles), Museum of Shenandoah Valley (24.5 miles)

**VINEYARDS** (30 vineyards within 30 miles): Fox Meadow Winery (4.7 miles), Linden Vineyards (5.8 miles), Chateau Obrien at North Point (8.2 miles), Naked Mountain Winery (9.8 miles), Rappahannock Cellars (11.4 miles), Three Fox Vineyards (13.3 miles), Blue Valley Vineyard (14.5 miles), Glen Manor Vineyards (15.2 miles)

**HIKING AREAS:** Shenandoah National Forest (8.0 miles to entrance), Trumbo Hollow Trail (4.8 miles), Appalachian Trail (5.5 miles), Trillium Trail (6.5 miles), Sky Meadows State Park (17.0 miles)

**SHENANDOAH RIVER** (2.4 miles): Canoeing, kayaking, tubing & a boat launch

**DAY TRIPS:** Luray Caverns (33.9 miles), Shenandoah Caverns (51.0 miles), Bryce Resort (57.3 miles), Massanutten Resort (59.9 miles), Washington D.C. (64.7 miles), Baltimore (108 miles)  
**AIRPORT:** Washington Dulles International Airport (52.4 miles)

**Checkout Procedure:** Please leave any beds that have been slept in unmade. Please close and lock all windows and doors. The front door will be relocked with the same code used to unlock.

### **Important Phone Numbers:**

In case of emergency, dial 911

Front Royal Police Department: 900 Monroe Ave, Front Royal, VA 22630 (540) 635-2111

Warren County Memorial Hospital: 351 Valley Health Way, Front Royal (540) 636 0300

Warren County Sheriff's Office: 200 Skyline Vista Dr, Front Royal, VA 22630 540-635-4128

Rivermont Volunteer Fire and Rescue: 50 Stokes Airport Rd, Front Royal, VA 22630 (540) 692-3651

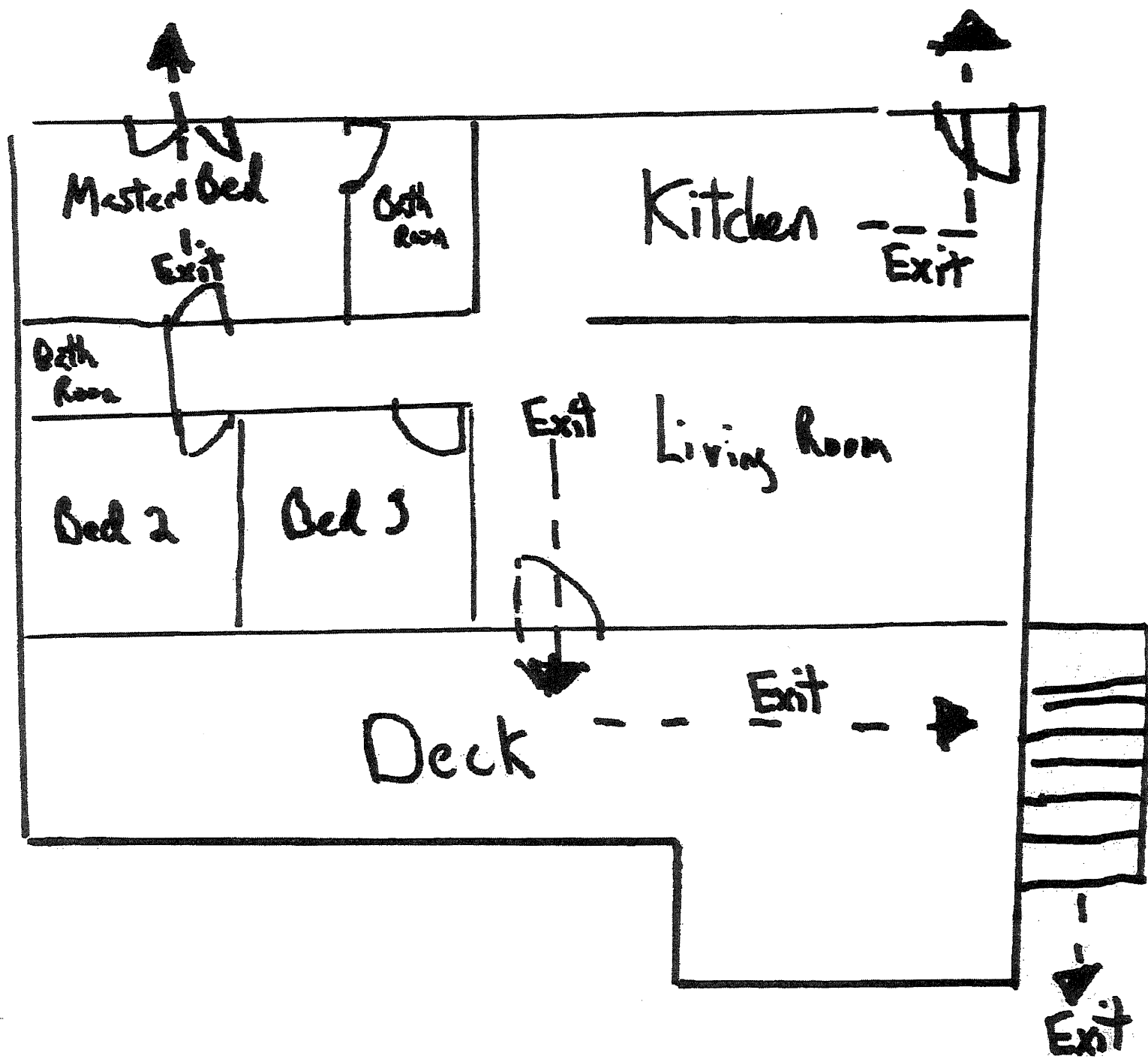
Valley Health Urgent Care: 415A South St, Front Royal, VA 22630 540-635-0700

Vesta handyman Service: (540) 749-2955

Bob Baker (handyman and for late night issues): (540) 718 1029

Cleaners and handy man issues - Leah - 419-5601950

### **Evacuation plan**



# Lord Fairfax Health District



Warren County Health Department  
465 West 15<sup>th</sup> Street, Suite 200  
Front Royal, Virginia 22630  
Tel. (540) 635-3159 ~ Fax (540) 635-9698  
[www.vdh.virginia.gov](http://www.vdh.virginia.gov)



April 13, 2022

Mr. Chase Lenz, Zoning Administrator  
Warren County Planning and Zoning  
220 N Commerce Avenue, Suite 400  
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-06  
Owner: Matthew Ben Tow

Dear Mr. Lenz,

I have reviewed the request for comments regarding the property at 110 Demel Ct, Linden, Virginia, in Warren County, (property identified on tax map # 23A-12-9-4), and I offer the following comments:

1. The construction permit for a sewage disposal system was issued on July 14, 1988. The operation permit was issued February 20, 1992. The system is designed to serve a 3-bedroom home with 6 occupants maximum. On January 12, 2017, a conditional permit was issued to allow a 4-bedroom house limited to 6 occupants however there is no evidence in the file that this was properly recorded.
2. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
3. All trash and garbage shall be placed in containers with tight-fitting lids.
4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
5. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
7. Do not connect any hot tub discharge to the sewage disposal system.



# Lord Fairfax Health District



Warren County Health Department

465 West 15<sup>th</sup> Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

[www.vdh.virginia.gov](http://www.vdh.virginia.gov)



Matthew Ben Tow

April 13, 2022

Page 2

The applicant has requested no more than twelve (12) occupants at a time. This will **NOT** be possible. The system is designed for a maximum of six (6) people. The Warren County Health Department would have no objection to this request as long as the comments above are complied with, and the design flow of the sewage disposal system is not exceeded. There are to be no more than **SIX (6)** occupants. If the system malfunctions, immediate pump and haul will be required, and the system will need to be repaired or replaced if possible.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "G. Smith".

Greg Smith

Environmental Health Specialist

SKYLAND ESTATES  
LOT 4  
3 BEDROOM

Health Department  
Identification Number SD-88-104

Schematic drawing of sewage disposal system and topographic features NOT TO SCALE PAGE 2 OF 2

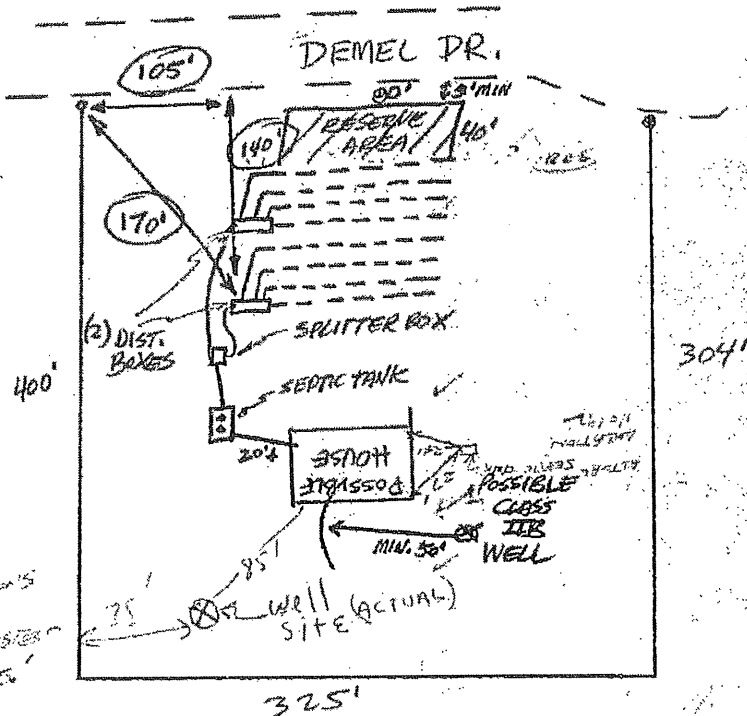
Show the lot lines of the building lot and building site, sketch of property showing any topographic features which may impact on the design of the system, all existing and/or proposed structures including sewage disposal systems and wells within 100 feet of sewage disposal system and reserve area. The schematic drawing of the sewage disposal system shall show sewer lines, pretreatment unit, pump station, conveyance system, and subsurface soil absorption system, reserve area, etc. When a nonpublic drinking water supply is to be located on the same lot show all sources of pollution within 100 feet.

☐ The information required above has been drawn on the attached copy of the sketch submitted with the application. Attach additional sheets as necessary to illustrate the design.

AS SPECIFIED

- (8) 80' lines to follow contour.
- 9' centers.
- 3' trench width.
- 24" trench depth.
- SEWAGE SYSTEM 20' MIN. FROM HOUSE (BASEMENT).
- DIVERT DRAINAGE AWAY FROM DRAINFIELD.
- DO NOT CROSS DRAINFIELD, TANK, ETC... WITH DRIVEWAY.

NOTE: DISTRIBUTION BOXES INSTALLED ON OPPOSITE SIDE OF FIELD THAN SHOWN. ACTUAL DIRECTIONS TO TOP CORNER OF DRAINFIELD: 135' INSTEAD OF 170', 142' INSTEAD OF 140', 103' INSTEAD OF 105'.



The sewage disposal system is to be constructed as specified by the permit ☒ or attached plans and specifications ☐.

This sewage disposal system construction permit is null and void if (a) conditions are changed from those shown on the application (b) conditions are changed from those shown on the construction permit.

No part of any installation shall be covered or used until inspected, corrections made if necessary, and approved, by the local health department or unless expressly authorized by the local health dept. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon the direction of the Department.

Date: 7/14/88 Issued by: Robert Marshall  
Sanitarian  
Date: 7/21/88 Reviewed by: James D. [Signature]  
Supervisory Sanitarian

This Construction  
Permit Valid until  
7/14/92

If FHA or VA financing

Reviewed by Date \_\_\_\_\_ Date \_\_\_\_\_  
Supervisory Sanitarian Regional Sanitarian

C.H.S. 202B Revised 6/84

Supervisory Sanitarian

11-2A

FILE COPY

**Request for Comments 2022-04-06 – Matthew Tow – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000175-2022**

David Beahm <Dbeahm@warrencountyva.net>

Mon 3/28/2022 4:52 PM

To: Chase Lenz <clenz@Warrencountyva.net>

Cc: Joe Petty <jpetty@warrencountyva.net>; Paula Fristoe <Pfristoe@warrencountyva.net>

Comments 2022-04-06 – Matthew Tow – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000175-2022:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.
- Building Inspections Items:
  - The use of the existing dwelling for a “short-term rental” would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating it as a short-term rental.
  - Given the timeframe that the structure was originally built it will probably require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

If anything should change in the scope additional requirements may be required.

Respectfully,



**David C. Beahm, CBO**  
Building Official

[dbeahm@warrencountyva.net](mailto:dbeahm@warrencountyva.net)

Warren County Building Inspections Office

220 North Commerce Avenue

Suite 400

Front Royal, VA 22630

540/636-9973

FAX 540/636-4698

[www.warrencountyva.net](http://www.warrencountyva.net)

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

*Skyland Community Corporation*

*P.O. Box 154  
Skyland Estates  
Linden, Virginia 22642*

Chase Lenz  
Zoning Administrator  
220 North Commerce Avenue, Suite 400  
Front Royal, Virginia 22630

Re: Request for Comments for Conditional Use Permit 10 Demel Court #23A-12-0-4

April 20, 2022

Dear Mr. Lenz,

Thank you for forwarding the information on the proposed short-term rental at 571 Wilderness Road to Skyland Community Corporation (SCC) for review. Unfortunately, our Board of Directors does not currently support the approval of this application.

The SCC Board of Directors has expressed general concerns about short-term rentals, which fall under the SCC's contract with Warren County (specifically the Security area) and include:

1. Our requirement that the property must be owned by an individual and serve as the owner's primary residence, not as a business.
2. The owner must occupy a portion of the residence during the term of the rental.
3. No outdoor burning or fireworks are to be allowed.

We have approved short-term rentals in the past, as long as these prerequisites are met.

Sincerely,

Board of Directors  
Skyland Community Corporation





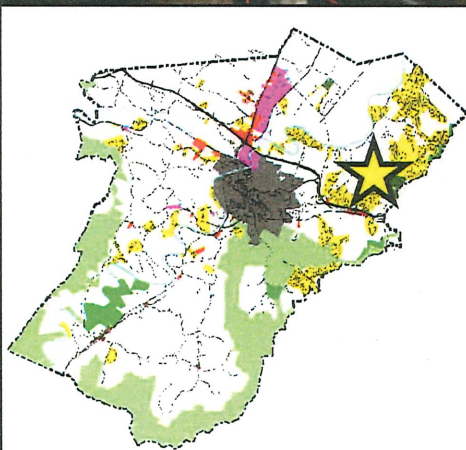
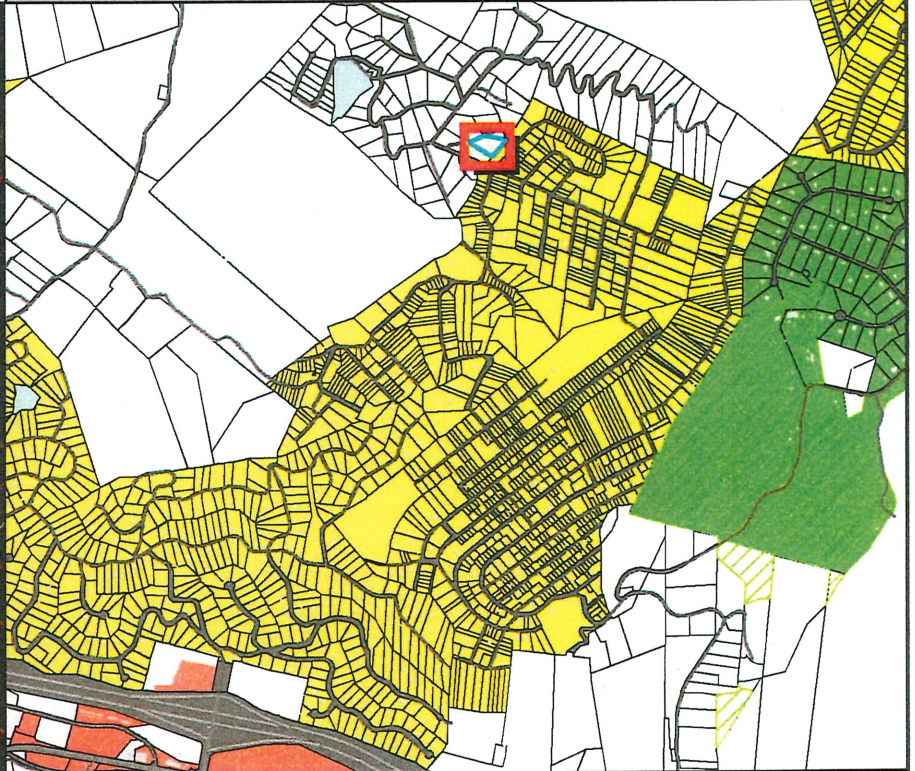
# Warren County VA

## CUP Location Map



Short Term Tourist Rental  
Applicants: Matthew Tow

TM 23A-12-9-4  
110 Demel Court



### Zoning

Agricultural	Rural Residential
Commercial	Right of Way
Industrial	Front Royal
Residential One	Federal Land
Residential Two	State Land
Suburban Residential	Water
Village Residential	VOF Conservation Easements
	WC Conservation Easements

Map produced by  
Warren County GIS 2022  
Department of Planning





# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/07/2022	I-21	<b>Zoning Text Amendment Z2022-05-01</b> <i>A request to amend Chapter 180 of the Warren County Code (Zoning Ordinance) to add Light Industrial (LI) Zoning District; to add the definition of "Data center"; to add "Data center" as a use allowed by right in the Industrial (I) zoning district and Light Industrial (LI) Zoning District; and to supplemental regulations for data centers.</i>	<b>1 of 1</b>

### **EXPLANATION & SUMMARY:**

Attached, please find a proposed amendments and additions to Chapter 180: Zoning Ordinance of the Warren County Code.

The requested amendments and additions are to update Warren County's Zoning Ordinance to be economically competitive and proactive. The concept of Data Centers has been a discussion point for many years in our area and has most recently come up in Comprehensive Plan review sessions. In addition to the proposed changes to the Warren County Code, the Town of Front Royal is proposing similar code language so that both jurisdictions can be consistent with our approach to this ever-growing industry.

See attached supplemental regulations, definitions and zoning district land uses.

### **PROPOSED OR SUGGESTED MOTION:**

I move that the Board of Supervisors authorize the proposed zoning ordinance amendment for advertisement for a public hearing.

### **SUBMITTED BY:**

Matt Wendling CFM  
Deputy Planning Director  
County Floodplain Manager

### **DISPOSITION OF COMMISSION:**

☐ **APPROVED**   ☐ **OTHER (Describe)**

### **PROCESSED BY:**

AN ORDINANCE TO AMEND CHAPTER 180 OF THE WARREN COUNTY CODE (ZONING ORDINANCE) TO ADD LIGHT INDUSTRIAL (LI) ZONING DISTRICT; ADD THE DEFINITION OF DATA CENTER; ADD DATA CENTER AS A USE PERMITTED BY RIGHT IN THE INDUSTRIAL (I) AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS; AND TO ADD SUPPLEMENTAL REGULATIONS FOR DATA CENTERS.

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8, 180-28, 180-28.1 & 180-43.3 of the Warren County Code (Zoning Ordinance) be amended, added, and re-ordained as follows:

Chapter 180. Zoning

Article II. Application

§ 180-8. Definitions.

**DATA CENTER**

**A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances and other associated components related to digital data operations, which may also include other associated utility infrastructure to support sustained operations.**

§ 180-28 Industrial (I) District.

- A. Statement of intent...
- B. Uses permitted by right. Subject to the requirements and limitations of these regulations, any of the following uses is permitted as a matter of right on each lot:

...

**(22) Data Center**

**§ 180-28.1 Light Industrial (LI) District.**

- A. **Statement of intent. This district is for a variety of light industrial uses which, with appropriate screening and without the emission of noise, dust, smoke, odor, toxic gases, hazardous substances, or increase the volume of heavy traffic, can be conducted in such a manner as to not adversely affect nearby properties.**
- B. **Uses permitted by right. Subject to the requirements and limitations of these regulations, any of the following uses is permitted as a matter of right on each lot.**
  - (1) **Offices for executive administrative and data processing activities.**
  - (2) **Educational or training institutions.**
  - (3) **Warehousing and distribution facilities less than 10,000 square feet.**
  - (4) **Commercial nurseries, greenhouses, and garden centers.**
  - (5) **Day-care or nursery facility.**

- (6) Public protection facilities: fire departments, rescue squads, police stations or substations.
- (7) Technology businesses, including:
  - (a) Internet service providers.
  - (b) Software design and development.
  - (c) Content developers.
  - (d) Internet-based sales and service.
  - (e) Telecommunications-based video service providers.
  - (f) Outbound or inbound call centers.
- (8) Buildings used primarily for federal, state, County, or local government purposes.
- (9) Data Center
- C. Accessory uses permitted by right. Accessory uses permitted by right shall be as follows:
  - (1) Day-care or nursery facility.
  - (2) Types of accessory buildings permitted: garage, tool storage building, shed, portable storage container and/or guardhouse.
  - (3) Wind energy system, private use.
  - (4) Solar energy system, private use.
- D. Uses permitted by conditional use permit. The following named uses may be permitted upon issuance of a conditional use permit by the Board of Supervisors.
  - (1) Dwelling for guard or caretaker.
  - (2) Radio, television, microwave towers and similar communications structures.
  - (3) Yard for storage of building materials or contractors' equipment.
- E. Minimum lot area shall be one acre.
- F. Minimum lot width shall be 150 feet.
- G. Maximum length/width ratio shall be 4 to 1.
- H. Minimum yard depth shall be as follows:
  - (1) Front: 50 feet.
  - (2) Rear: 15 feet for a principal structure; 10 feet for an accessory structure.
  - (3) Side: 15 feet for a principal structure; 10 feet for an accessory structure.
- I. Utility requirement for water and sewer shall be individual, public or approved private.

Article V. Supplementary Regulations

§ 180-43.3 Data Centers

- A. Statement of intent. These requirements are intended to ensure that the development of data centers, where allowed, is consistent with the goals of the Comprehensive Plan; promote public health, safety and welfare by improving air quality and reducing dust, glare and noise; promote traffic safety by defining circulation patterns; and provide for the protection of the appearance and value of neighboring properties.
- B. Development standards. All facilities shall be subject to the use limitations and development standards set forth in the underlying land use district; in addition, shall be subject to the following supplemental regulations:
- (1) Access and internal circulation.
- (a) Access and internal circulation shall be designed so as not to impede traffic on a public street. Access by the following means may be approved:
- [1] Provision of shared entrances, interparcel connection and travelways, or on-site service drives connecting adjacent properties.
- [2] Access from a secondary public street as opposed to the corridor highway.
- [3] Access points, for lots located at an intersection, shall be located the maximum distance possible from existing or proposed intersections.
- [4] The internal streets of a commercial, office, or industrial complex.
- (2) Setbacks and height.
- (a) Setbacks. Minimum yard depth shall be as follows:
- [1] Front: 100 feet for structures; 50 feet for parking lots. Reductions to required minimum yard depth may be granted by the Warren County Board of Supervisors and/or Planning Commission, as applicable, during the by-right or conditional use permit approval process where, on account of topographical, depth of lot, or other circumstances applicable to the subject property, without such relief use of the subject property would be effectively prohibited or unreasonably restricted.
- [2] Rear and side: 50 feet for structures; 25 feet for parking lots.
- (b) Uses and structures permitted in yards. The following uses and structures shall be permitted in the front, side and rear yards subject to the visibility requirements of § 180-12B(5):
- [1] Walls, hedges, vegetative plantings, service roads, stormwater management facilities and permitted signs and fences.

- (c) Building height. All buildings shall be subject to the height limitations set forth in the underlying land use district.
- (3) Parking and landscaping.
  - (a) Landscaping and parking lots shall be installed in accordance with § 180-49.1 of this chapter.
  - (b) Parking areas shall be located to the rear or side of the structure(s) or building(s) they are intended to serve whenever possible. Where parking is designed to be located in the front yard setback of the corridor highway, a three-foot berm or wall shall be utilized with a designated street buffer. Where a wall is used, it shall be placed adjacent to the parking areas.
- (4) Service areas.
  - (a) Loading and service bays. Loading areas, service entrances and service bays shall be oriented and/or screened so as not to be visible from the public right-of-way.
  - (b) Waste disposal areas. Dumpster and other waste disposal areas shall be completely screened from the public view by means of a board-on-board fence and landscaping, or similar opaque material.
  - (c) Fences. Chain-link fences, including those with slats, are discouraged, particularly where visible from a public right-of-way. No chain-link fences shall be permitted in the front yard.
  - (d) Mechanical equipment. Mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.
- (5) Building location and treatment.
  - (a) Integrated development. All buildings within a property shall be developed as a cohesive entity, ensuring that building placement, architectural treatment, vehicular and pedestrian circulation and other development elements work together functionally and aesthetically. Architectural treatment shall be designed so that all building facades of the same building (whether front, side or rear) that are visible from the public right-of-way, shall consist of similar architectural treatment in terms of materials, quality, appearance and detail.
  - (b) Orientation. Building facades and entrances should be oriented in a manner toward the primary means of vehicular access.
  - (c) Floor Area: The Floor Area Ratio (total building floor area/total lot area) shall not exceed 0.5.
  - (d) Building bulk and mass. All buildings and parking areas should be designed with treatments to break up the mass and bulk. The treatment of buildings shall include vertical architectural treatment at least every 50 feet to break down the scale of the building into smaller components.



Any facade with a blank wall must be screened in a manner approved by the Zoning Administrator to comply with applicable provisions of the Warren County Code. Architectural details shall continue on all facades visible from the public right-of-way.

- (e) Materials. Building materials should be typical of those prevalent in Warren County, including stucco, brick, architectural block, wood siding, and standing seam metal roofs. Inappropriate materials include reflective glass and metal wall panels. No facade visible from adjoining property or the public right-of-way shall be constructed of unadorned cinder block, corrugated metal or sheet metal.
- (f) Color. The permanent color of building materials (to be left unpainted) should resemble the predominant tones, primarily earthen tones, along the corridor. Garish and striking colors should be avoided.
- (g) Adjoining historic properties. New construction on properties that adjoin designated historic properties should seek to incorporate the scale, massing and treatment of the historic property into the new construction. Efforts should be made to relate to the building height, when in proximity to the principal historic structure. New construction should not overshadow the adjoining historic property.

(6) Lighting.

- (a) Lighting shall be installed in accordance with § 180-49.2 of this ordinance.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is lined through. Example

Language proposed to be added is bolded and underlined. Example



DATE	ITEM	SUBJECT:	PAGE 1 OF
June 7, 2022	J	FY 2020-2021 Audit Approval	
<b><u>EXPLANATION &amp; SUMMARY:</u></b>			
<p>Michael Lupton, CPA, with Robinson, Farmer, Cox Associates, the County’s auditing firm, presented the audit for Fiscal Year 2019-2020 at the May 3<sup>rd</sup>, 2022 work session of the Warren County Board of Supervisors. At this time, staff is requesting this audit be approved as it was presented.</p>			
<b><u>COST &amp; FINANCING:</u></b> N/A			
<b><u>PROPOSED OR SUGGESTED MOTION:</u></b>			
<p>I move that the Board of Supervisors approve the FY 2020-2021 audit as presented.</p> <p>or</p> <p>I move that the Board of Supervisors accept the FY 2020-2021 audit as proposed.</p> <p>or</p> <p>I move that the Board of Supervisors postpone further discussion until _____.</p>			
SUBMITTED BY:	DISPOSITION OF BOARD: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER		PROCESSED BY:
Matt Robertson, Finance Director	(DESCRIBE)		



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
June 7, 2022	<b>K</b>	Approval of Hardsurface Improvement Project Policy and Rating System	

### **EXPLANATION & SUMMARY:**

VDOT suggested that Warren County develop a ranking system for prioritizing hardsurface improvements in Warren County. In 2021, the Board of Supervisors held several work sessions to discuss a rating system and policy for Hardsurfacing Secondary Roads. Similar policies and rating systems for surrounding counties were reviewed and discussed during this time. Additionally, VDOT was in attendance or virtually attended reviews and provided comments and recommended protocols.

The attached policy and rating system was reviewed with VDOT and also updated to incorporate comments and rating concerns received from the Board of Supervisors.

The Board of Supervisors shall have the authority to revise the Hardsurface Improvement Projects sections of the Warren County Secondary Road Improvement Plan subsequent to the applications of the rating system. It should also be noted that the final Secondary Road plan is approved by the Board of Supervisors after a Public Hearing. This policy will be used to ensure consistency for existing and future hard surface road improvement requests.

### **COST & FINANCING:**

No funding is needed.

### **PROPOSED OR SUGGESTED MOTION:**

I move the Board of Supervisors implement the Hardsurface Improvement Policy and Rating System as presented.

### **ALTERNATE MOTION**

I move the Board of Supervisors not implement the Hardsurface Improvement Policy and Rating System as presented.

OR

I move the Board of Supervisors postpone this item until \_\_\_\_\_.

SUBMITTED BY:	DISPOSITION OF BOARD: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	PROCESSED BY:
<b>Michael R. Berry,</b> Public Works Director		

# **HARDSURFACE IMPROVEMENT PROJECT RATING SYSTEM POLICY**

*Adopted by the Warren County Board of Supervisors on \_\_\_\_\_(Draft).*

The following procedures are intended to delineate the steps necessary for the application of this rating system policy. Adherence to these procedures will ensure consistency in the application of this rating system policy for existing and future hardsurface road improvement project requests. This policy shall be effective following the adoption of these procedures by the Board of Supervisors and shall only be altered through the same process. Information pertaining to the rating system application for each hardsurface road improvement project shall be maintained in the Warren County Planning Department.

The Board of Supervisors shall have the authority to revise the Hardsurface Road Improvement Projects section of the Warren County Secondary Road Improvement Plan subsequent to the application of the rating system to ensure the health, safety, and general welfare of the citizens of Warren County.

## **RATING SYSTEM REVIEW AGENCIES**

Candidate projects shall be evaluated by Warren County, and the Virginia Department of Transportation (VDOT).

One rating sheet shall be prepared for each candidate project.

Staff from Warren County and VDOT shall coordinate to complete a rating sheet for each candidate project and submit the results to the designated Committee for review.

## **RATING SYSTEM APPLICATION METHODOLOGY**

Candidate projects shall be rated utilizing the following information and methodology detailed on the scoring sheet for each category:

1. Average Daily Traffic Count – utilize the most recent traffic counts for each candidate project provided by the VDOT residency (seasonal activity to be included in calculation).
2. Occupied Structures – utilize the Warren County Planning Department addressing database and digital mapping system to determine the total number of occupied structures that have direct access to, or whose only means of ingress and egress from a private road is achieved by each candidate project.
3. Road Geometrics – County staff to perform review with VDOT Residency. (i.e., surface width, shoulder width, horizontal curvature)
4. Drainage
  - a. Good: Pipes are of adequate size and number. Water drains away from the roadway and creates no problem with surface maintenance. Ditches are of adequate size which produce no flooding within the roadway.
  - b. Fair: Pipes are of adequate size; however, additional pipes may be needed. Water drains away from the roadway with minimal maintenance problems. Drainage ditches are in good condition, require little maintenance, and produce no flooding within the roadway.
  - c. Poor: Pipes are not adequate in size or number. Ditch lines are inadequate and require extra maintenance water does not drain from the roadway effectively, creating maintenance problems and flooding.
5. Accident Data – obtain crash data from the VDOT Residency detailing the most recent accident data available.
6. School Bus Travel – utilize information reflecting current or proposed school bus travel routes for each candidate project provided by the Warren County Public Schools Transportation Supervisor.
7. Connectivity – evaluate the route options available, more specifically the number of connected roads and dead ends to promote a well-connected road network.



8. Time on Road Plan / Years Requested – utilize information from current and previously approved Warren County Secondary Road Improvement Plans to determine when candidate projects were incorporated (Time on Road Plan to be used as Tie Breaker if necessary).

## **RATING SYSTEM POINTS APPLICATION**

Total points are determined for each category element. A cumulative total is obtained for each candidate project utilizing the total points derived from each category element.

If two or more candidate projects have the same cumulative point average, a tie-breaking system will be utilized. First priority will be given to the project that has been on the road plan longer. Following that each affected candidate project will be compared to the others starting with the category of greatest weight and working through the categories of lesser weights respectively until the tie is broken.

The cumulative point average for each candidate project shall be final. Any citizen request to alter the termini of a current candidate project and subsequent Board action will require a new rating sheet to be completed for the resulting segment(s). The resulting segment(s) will retain the “time on road plan” date of the previous segment.

## **HARDSURFACE ROAD IMPROVEMENT PLAN FORMAT**

The Hardsurface Road Improvement Projects section of the Warren County Secondary Road Improvement Plan will reflect the candidate projects with the highest cumulative point total that can be incorporated into the VDOT Six-Year Improvement Program based on available funding. This information will be provided to Warren County by the VDOT Residency.

All remaining candidate projects will be placed on an Unscheduled Hardsurface Improvement Projects list which will be incorporated within the Warren County Secondary Road Improvement Plan. Candidate projects incorporated into this section of the plan will be ranked from the highest cumulative point total to the lowest cumulative point total.

VDOT will advise Warren County when funding is available for the inclusion of new candidate projects within the Hardsurface Road Improvement Projects section of the Warren County Secondary Road Improvement Plan. All candidate projects placed on the Unscheduled Hardsurface Improvement Projects list, as well as newly requested candidate projects, will be reviewed by the procedure detailed above to determine current conditions. Appropriate ranking for all candidate projects will be determined at that time and placed accordingly. New project requests and supporting materials must be received by Warren County by January 1st, of the plan update year, to be included in the next plan update.

## **NEW PROJECT REQUESTS**

New project requests and supporting materials must be received by Warren County by January 1st, of the plan update year, to be included in the next plan update.

A written request must be provided to Warren County which describes the location of the candidate project, the origin and terminus of the segment, and a petition signed by at least 51% of all property owners fronting on the proposed segment.

The Designated Transportation Committee shall recommend new project requests which meet these criteria after determining that the candidate project includes a segment of a state route that has a rational origin and terminus. The Transportation Committee shall have the authority to adjust the project origin and terminus to create a more rational segment at their discretion.

## **PROJECT REMOVAL**

Road Improvements projects shall be removed from the plan once VDOT has notified Warren County that the project has been completed.

The Board of Supervisors may remove projects from the plan if VDOT has provided notification that right-of-way efforts have been ceased.

**WARREN COUNTY**  
**NEW HARDSURFACE PROJECT --- SCORING SHEET**

[illegible]



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

<b>DATE:</b>  June 7, 2022	<b>ITEM</b>  <b>L</b>	<b>SUBJECT:</b>  FY 2021-2022 Budget Category Transfer Request and School Capital Appropriation Request of Warren County Public Schools	<b>PAGE 1 OF 1</b>
<b><u>EXPLANATION &amp; SUMMARY:</u></b>  The Warren County School Board has requested Budget Category Transfers within the approved FY 2021-2022 budget for Warren County Public Schools. The Warren County School Board has also requested the appropriation of \$343,600 from School Capital Project Reserves to replace the Membrane roof at Blue Ridge Technical Center.  The Warren County School Board and the Board of Supervisors are learning new information about state budgetary adjustments for FY 2021-2022 and appropriations for FY 2022-2023.  It is therefore recommended that these requests be tabled until all financial information from the Warren County School Board is available. It is further recommended that a work session with the Warren County School Board be scheduled for 6:00 PM on Tuesday, June 14 <sup>th</sup> to discuss the reports of the Joint Finance and Joint Construction Committees on these matters.  <b><u>COST &amp; FINANCING:</u></b>  Funds were appropriated by category for the adopted FY 2021-2022 budget. New funds will need to be appropriated by category for the FY 2022-2023 budget.  <b><u>PROPOSED OR SUGGESTED MOTION:</u></b>  I move that the Board of Supervisors table these requests and schedule a work session for 6:00 PM on Tuesday, June 14 <sup>th</sup> to discuss the reports of the Joint Finance and Joint Construction Committees on these matters.			
<b>SUBMITTED BY:</b>  Edwin C. Daley, County Administrator	<b>DISPOSITION OF BOARD:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		<b>PROCESSED BY:</b>



Warren County Public Schools  
210 North Commerce Avenue  
Front Royal, Virginia 22630-4419  
Phone (540) 635-2171  
Fax (540) 636-4195  
[www.wcps.k12.va.us](http://www.wcps.k12.va.us)

OFFICE OF THE  
SUPERINTENDENT

May 31, 2022

Dr. Edwin C. Daley, County Administrator  
County of Warren  
220 North Commerce Avenue, Suite 100  
Front Royal, VA 22630

Dear Dr. Daley:

At the May 18, 2022 regular meeting of the Warren County School Board, approval was given to request that the Warren County Board of Supervisors approve the following FY2022 Operating Fund category transfers:

BUDGET CATEGORY	DESCRIPTION	2021-2022 BUDGET	2021-2022 TOTAL PROJECTED EXPENDITURES	UNEXPENDED	MAY 18, 2022 REQUESTED TRANSFER	PROJECTED ENDING BALANCE
61000	INSTRUCTION	\$ 51,749,793	\$ 50,944,910	\$804,883	(\$632,791)	\$ 172,092
62000	ADMIN, ATTENDANCE & HEALTH	\$ 2,729,495	\$ 2,997,531	(\$268,036)	\$275,000	\$ 6,964
63000	PUPIL TRANSPORTATION	\$ 2,928,625	\$ 2,802,403	\$126,222	\$0	\$ 126,222
64000	OPERATIONS & MAINTENANCE	\$ 6,653,992	\$ 6,977,691	(\$323,699)	\$325,000	\$ 1,301
66600	FACILITIES	\$ 1,042,644	\$ 1,042,644	\$0	\$0	\$ -
67000	DEBT SERVICE AND FUND TRANSFERS	\$ 629,961	\$ 629,961	\$0	\$0	\$ -
68000	TECHNOLOGY	\$ 2,185,350	\$ 2,303,421	(\$118,071)	\$120,000	\$ 1,929
69000	CONTINGENCY RESERVE	\$ 87,209	\$ -	\$87,209	(\$87,209)	\$ -
SUB-TOTAL:		\$ 68,007,069	\$ 67,698,560	\$308,509	\$0	\$308,509

As the fiscal year has progressed and actual costs have been incurred, it will be necessary on an annual basis to request that the appropriated amounts for several categories be adjusted. Also, and primarily due to the inability to fill a number of positions during the school year, lag pay savings from when an employee leaves and their replacement is hired, and staff turnover savings, there are savings in the current budget. The Warren County School Board has approved the above changes which include an employee bonus, the purchase of Leveled Literacy Intervention (LLI) kits for all elementary schools and Brighter Futures, the purchase of a mower for each of the high schools, and the transfer of funds necessary to balance the FY2022 budget.

Additional information is provided in the attached School Board Agenda Item as well as the FY2022 Projected Category Balance and Transfer Request.

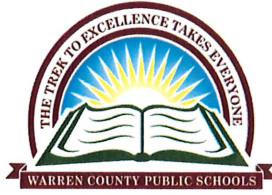
I would appreciate your placing this item on the next Board of Supervisors meeting agenda and will be happy to discuss this request with you and your Board then. In the meantime, if you have any questions, please let me know.

Sincerely,

Christopher L. Ballenger, Ed.D.  
Division Superintendent

Attachments





### Agenda Item Details

Meeting	May 18, 2022 - Work Session
Category	4. Action Agenda
Subject	G. Approval to Request the Board of Supervisors Transfer Funds between Budget Categories - Dr. Ballenger
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Approved FY2022 Budget as Amended
Recommended Action	That the Superintendent be authorized to request that the Warren County Board of Supervisors approve the following FY2022 Operating Fund category transfers: \$275,000 from Category 61000 (Instruction) to Category 62000 (Administration, Attendance, & Health); \$325,000 from Category 61000 (Instruction) to Category 64000 (Operations and Maintenance); \$32,791 from Category 61000 (Instruction) to Category 68000 (Technology); and \$87,209 from Category 69000 (Contingency Reserve) to Category 68000 (Technology).

### Public Content

**Explanation and Summary:** When the Warren County Board of Supervisors approved the FY2022 School Operating Budget, the appropriation was made by budget category (vs. lump sum). As the year has progressed and actual costs have been incurred, it is necessary to request that the appropriated amounts for several categories be adjusted to reflect actual costs incurred. Also and primarily due to the inability to fill a number of positions during the school year, lag pay savings from when an employee leaves and their replacement is hired, and staff turnover savings, there are savings in the current budget that, if approved, would allow for an employee bonus, the purchase of Leveled Literacy Intervention (LLI) kits for all elementary schools and Brighter Futures, and the purchase of two mowers for the high school. In order to accomplish these initiatives, approval the requested transfer of funds is required.

### **Attachments:**

- FY2022 Projected Category Balance and Transfer Request (*No increase to the total budget or additional funding is requested*)

### **Cost and Financing:**

- Approved FY2022 Operating Budget as amended

### **Proposed or Suggested Motion:**

"I move that the Superintendent be authorized to request that the Warren County Board of Supervisors approve the following FY2022 Operating Fund category transfers: \$275,000 from Category 61000 (Instruction) to Category 62000 (Administration, Attendance, & Health); \$325,000 from Category 61000 (Instruction) to Category 64000 (Operations and Maintenance); \$32,791 from Category 61000 (Instruction) to Category 68000 (Technology); and \$87,209 from Category 69000 (Contingency Reserve) to Category 68000 (Technology)."

[Budget Category Balance Transfer.pdf \(34 KB\)](#)

## **Administrative Content**

## **Executive Content**

## **Motion & Voting**

That the Superintendent be authorized to request that the Warren County Board of Supervisors approve the following FY2022 Operating Fund category transfers: \$275,000 from Category 61000 (Instruction) to Category 62000 (Administration, Attendance, & Health); \$325,000 from Category 61000 (Instruction) to Category 64000 (Operations and Maintenance); \$32,791 from Category 61000 (Instruction) to Category 68000 (Technology); and \$87,209 from Category 69000 (Contingency Reserve) to Category 68000 (Technology).

Motion by Ralph A Rinaldi, second by Antoinette D Funk.

Final Resolution: Motion Carried

Yea: Antoinette D Funk, Andrea M Lo, Kristen J Pence, Ralph A Rinaldi, Melanie C Salins

**WARREN COUNTY PUBLIC SCHOOLS  
PROJECTED FY2022 CATEGORY BALANCE**

**BY CATEGORY - LABOR ONLY**

BUDGET CATEGORY	DESCRIPTION	2021-2022 BUDGET	2021-2022 REGULAR PAYROLL TOTAL	JUNE 2022 BONUS	TRANSFER TO HEALTH CARE FUND	UNEXPENDED
61000	INSTRUCTION	\$48,759,848	\$ 45,692,449	\$ 1,632,245	\$ 337,153	\$1,098,001
62000	ADMIN, ATTENDNACE & HEALTH	\$ 2,498,271	\$ 2,716,210	\$ 67,489	\$ (37,393)	(\$248,036)
63000	PUPIL TRANSPORTATION	\$ 2,286,009	\$ 1,993,769	\$ 128,730	\$ 37,289	\$126,222
64000	OPERATIONS & MAINTENANCE	\$ 1,464,820	\$ 1,352,715	\$ 39,994	\$ 43,836	\$28,275
66600	FACILITIES	\$ -	\$ -			\$0
67000	DEBT SERVICE AND FUND TRANSFERS	\$ -	\$ -			\$0
68000	TECHNOLOGY	\$ 1,557,162	\$ 1,475,461	\$ 39,994	\$ (26,856)	\$68,563
69000	CONTINGENCY RESERVE	\$ -	\$ -			\$0
	<b>SUB-TOTAL:</b>	<b>\$56,566,110</b>	<b>\$ 53,230,603</b>	<b>\$ 1,908,452</b>	<b>\$ 354,029</b>	<b>\$1,073,026</b>

**BY CATEGORY - NON-LABOR**

BUDGET CATEGORY	DESCRIPTION	2021-2022 BUDGET	100% EXPENDED	PROJECTED OVER/UNDER BUDGET	PURCHASE LLI and TWO MOWERS	UNEXPENDED
61000	INSTRUCTION	\$ 2,989,945	\$ 2,989,945	\$ 197,000	\$ 96,118	(\$293,118)
62000	ADMIN, ATTENDNACE & HEALTH	\$ 231,224	\$ 231,224	\$ 20,000		(\$20,000)
63000	PUPIL TRANSPORTATION	\$ 642,616	\$ 642,616	\$ -		\$0
64000	OPERATIONS & MAINTENANCE	\$ 5,189,172	\$ 5,189,172	\$ 323,974	\$ 28,000	(\$351,974)
66600	FACILITIES	\$ 1,042,644	\$ 1,042,644			\$0
67000	DEBT SERVICE AND FUND TRANSFERS	\$629,961	\$629,961			\$0
68000	TECHNOLOGY	\$ 628,188	\$ 628,188	\$ 186,634		(\$186,634)
69000	CONTINGENCY RESERVE	\$ 87,209	\$ 87,209	\$ (87,000)		\$87,000
	<b>SUB-TOTAL:</b>	<b>\$11,440,959</b>	<b>\$ 11,440,959</b>	<b>\$ 640,608</b>	<b>\$ 124,118</b>	<b>(\$764,726)</b>

**BY CATEGORY - COMBINED**

BUDGET CATEGORY	DESCRIPTION	2021-2022 BUDGET	2021-2022 TOTAL PROJECTED EXPENDITURES	UNEXPENDED	MAY 18, 2022 REQUESTED TRANSFER	PROJECTED ENDING BALANCE
61000	INSTRUCTION	\$51,749,793	\$ 50,944,910	\$804,883	(\$632,791)	\$ 172,092
62000	ADMIN, ATTENDNACE & HEALTH	\$ 2,729,495	\$ 2,997,531	(\$268,036)	\$275,000	\$ 6,964
63000	PUPIL TRANSPORTATION	\$ 2,928,625	\$ 2,802,403	\$126,222	\$0	\$ 126,222
64000	OPERATIONS & MAINTENANCE	\$ 6,653,992	\$ 6,977,691	(\$323,699)	\$325,000	\$ 1,301
66600	FACILITIES	\$ 1,042,644	\$ 1,042,644	\$0	\$0	\$ -
67000	DEBT SERVICE AND FUND TRANSFERS	\$ 629,961	\$ 629,961	\$0	\$0	\$ -
68000	TECHNOLOGY	\$ 2,185,350	\$ 2,303,421	(\$118,071)	\$120,000	\$ 1,929
69000	CONTINGENCY RESERVE	\$ 87,209	\$ -	\$87,209	(\$87,209)	\$ -
	<b>SUB-TOTAL:</b>	<b>\$68,007,069</b>	<b>\$ 67,698,560</b>	<b>\$308,509</b>	<b>\$0</b>	<b>\$308,509</b>

\$ -





**Warren County Public Schools**

210 North Commerce Avenue  
Front Royal, Virginia 22630-4419

Phone (540) 635-2171

Fax (540) 636-4195

[www.wcps.k12.va.us](http://www.wcps.k12.va.us)

OFFICE OF THE  
SUPERINTENDENT

May 31, 2022

Dr. Edwin C. Daley, County Administrator  
County of Warren  
220 North Commerce Avenue, Suite 100  
Front Royal, VA 22630

Dear Dr. Daley:

At the May 18, 2022 regular meeting of the Warren County School Board, approval was given to request that the Warren County Board of Supervisors appropriate \$343,600 to the School Capital Improvements Fund to replace the membrane roof at Blue Ridge Technical Center. Black Stone Roofing, LLC was determined to be the lowest responsive and responsible bidder for the project. Funding for this project would come from the portion of the FY20 schools operating fund surplus that was previously requested for school capital projects. Additional information is provided in the attached School Board Agenda Item as well as the bid tabulation sheet for the project.

I would appreciate your placing this item on the next Board of Supervisors meeting agenda and will be happy to discuss this request with you and your Board then. In the meantime, if you have any questions, please let me know.

Sincerely,

Christopher L. Ballenger, Ed.D.  
Division Superintendent

Attachments

**Agenda Item Details**

Meeting	May 18, 2022 - Work Session
Category	4. Action Agenda
Subject	C. Blue Ridge Technical Center Membrane Roof Replacement - Mr. Livesay
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	343,600.00
Budgeted	No
Budget Source	Warren County Government
Recommended Action	That approval be given to award a contract to Black Stone Roofing, LLC in the amount of \$343,600.00 to replace the membrane roof at Blue Ridge Technical Center contingent on appropriation of funding from the Warren County Board of Supervisors. I further move that the Superintendent be authorized to request funding for the project from the Board of Supervisors.

**Public Content****Explanation and Summary:**

The existing membrane roof has developed multiple leaks over the years with previous repair attempts unsuccessful.

Staff posted an IFB (Invitation for Bid) utilizing the Commonwealth's eVA Procurement website along with the school divisions website at the end of March, 2022. A pre bid meeting was conducted on April 13, 2022 with eight (8) contractors in attendance. Five (5) bids were received on April 29, 2022 with Black Stone Roofing, LLC, the lowest most responsive bidder at \$343,600.00.

**Attachments:****Cost and Financing:**

- \$343,600.00 - from the School Capital Improvement Fund previously approved and held by the Board of Supervisors

**Proposed or Suggested Motion:**

" I move that approval be given to award a contract to Black Stone Roofing, LLC in the amount of \$343,600.00 contingent on appropriation of funding from the Warren County Board of Supervisors. I further move that the Superintendent be authorized to request funding for the project from the Board of Supervisors. "

**Administrative Content**



## **Executive Content**

### **Motion & Voting**

That approval be given to award a contract to Black Stone Roofing, LLC in the amount of \$343,600.00 to replace the membrane roof at Blue Ridge Technical Center contingent on appropriation of funding from the Warren County Board of Supervisors. I further move that the Superintendent be authorized to request funding for the project from the Board of Supervisors.

Motion by Melanie C Salins, second by Ralph A Rinaldi.

Final Resolution: Motion Carried

Yea: Antoinette D Funk, Andrea M Lo, Kristen J Pence, Ralph A Rinaldi, Melanie C Salins



**Warren County Public Schools**  
**Bid Opening Day, April 29, 2022, 11:00 a.m.**  
**BLUE RIDGE TECHNICAL CENTER ROOF REPLACEMENT - IFB 2022-004**

Company Name	<b>Black Stone Roofing, LLC</b>	<b>Don Largent Roofing Inc.</b>	<b>Northeast Contracting</b>	<b>Alonzo Ours Construction, Inc</b>
BID PART A Lump Sum				
Dollars (\$ )	\$342,000	\$351,786	\$415,454	\$480,000
BID PART B Steel Deck Repair				
Dollars (\$ )	\$1,600	\$1,410	\$1,800	\$3, 240
<b>Total Base Bid</b>				
Dollars (\$ )	<b>\$343,600</b>	<b>\$353,196</b>	<b>\$417,254</b>	<b>\$483,240</b>
Company Name	<b>Vertex Roofing Contractors</b>			
BID PART A Lump Sum				
Dollars (\$ )	\$535,408			
BID PART B Steel Deck Repair				
Dollars (\$ )	\$2,614			
<b>Total Base Bid</b>				
Dollars (\$ )	<b>\$538,022</b>			
Bids Opened By:	Greg Livesay	Witness:	Date: April 29, 2022	



# COUNTY OF WARREN, VIRGINIA

## BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 7, 2022	<b>M-1</b>	Public Hearing – Ordinance for Approval of Shenandoah Shores Sanitary District Increased Water Rates for FY 22-23	

### **EXPLANATION & SUMMARY:**

The Shenandoah Shores Property Owner's Association has voted to approve a 2.5% increase on water rates for Shenandoah Shores residents who are hooked up to the community well. This equates to an average increase of \$11.16 annually per property owner on the water system.

As approved in the 2009 agreement between the Board of Supervisors of Warren County and Shenandoah Shores Cooperative Water Association, all rate and fee schedules are to be adopted by the Governing Body by ordinance after public hearing.

Attached is a budget document for the Shenandoah Shores Cooperative Water Association which highlights the proposed changes. The new rate is expected to generate approximately \$5,000 in new revenue which is necessary for increased cost of repairs and the possibility of new wells being required. Savings cannot be utilized as they are needed for the eventual replacement of the Rollason reservoir which supplies 95% of the water to Shenandoah Shores residents.

The approval of the water rate was voted on by the Shenandoah Shores appointed Board and public notice was provided of the meeting date.

**COST & FINANCING:** N/A

### **PROPOSED OR SUGGESTED MOTIONS:**

I move the Board of Supervisors adopt the proposed ordinance approving the Shenandoah Shores Sanitary District water rates increase for FY 2022-2023.

SUBMITTED BY:	DISPOSITION OF BOARD: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)	PROCESSED BY:
<b>Matt Robertson</b> Finance Director		

**AN ORDINANCE SETTING WATER CONSUMPTION RATES FOR THE  
SHENANDOAH SHORES SANITARY DISTRICT**

**WHEREAS**, the Memorandum of Understanding between the Shenandoah Shores Cooperative Water Association (SSCWA) and the Board of Supervisors of Warren County, Virginia dated September 17<sup>th</sup> of 2009 states: "SSCWA shall, as needed, recommend to the Governing Body an appropriate fee and rate schedule to be adopted by the Governing Body by ordinance, after public hearing, for adequate charges for connection to the system and for monthly usage and consumption..."; and

**WHEREAS**, on May 2, 2022 the Board of Directors for Shenandoah Shores Cooperative Water Association approved an increase of 2.5% to the water rates to be effective July 1, 2022 and has sent an approved budget to the Warren County Finance Department.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF WARREN COUNTY, VIRGINIA THAT:**

1. The rate for usage and consumption for residents connected to the Shenandoah Shores Cooperative Water Association system is \$114.53 per quarter for use of 0-16,000 gallons of water.
2. The rate for usage and consumption for residents connected to the Shenandoah Shores Cooperative Water Association system is \$.0087 per gallon for use of 16,000-26,000 gallons of water.
3. The rate for usage and consumption for residents connected to the Shenandoah Shores Cooperative Water Association system is \$.0098 per gallon for use of 26,000 and over gallons of water.
4. The provisions of this Ordinance shall supersede any prior approved rates to connection and usage of the Shenandoah Shores Cooperative Water Association's system.
5. The passage of this Ordinance shall be effective July 1, 2022.

Adopted this 7<sup>th</sup> day of June 2022.

Shenandoah Shores Cooperative Water Association  
3290 Shenandoah Shores Road  
Front Royal, VA 22630

Budget 2022-2023

	0-16,000 gal.	16,001-26,000	26,000 & over
Current water rate:	111.74	0.0085/gal.	.0096/gal.
Requested new water rate:	114.53	0.0087/gal.	.0098/gal.
Number of homes on system	352		
Current savings balance	\$165,282.92		
Anticipated cost for 2022-2023	\$100,000.00	Repairs	
	\$150,000.00	For new well (if needed)	
Anticipated revenue (old rate)	\$175,650.00		
Anticipated revenue (new rate)	\$180,041.69		

Shenandoah Shores Cooperative Water Association is requesting approval to increase our revenue rate by 2 1/2% for the next fiscal year starting July 1, 2022. Our system has quite a bit of age on it and leaks have been occurring more often. The cost of material is continuing to rise and availability still has not improved. This increase will help to offset rising material prices as well as electric and fuel increases. Our end goal is to have one million in reserve to replace the Rollason reservoir with savings should it fail in the future. This, of course, would fall under a catastrophic failure category but that reservoir does supply 95% of our homeowners. The figure is based on an engineering study, all material and labor and the need to supply our homeowners with water, by any means available, until repairs are complete.





DATE	ITEM	SUBJECT:	PAGE 1 OF
June 7, 2022	<b>M-2</b>	Public Hearing – Ordinance to Amend Section 6-1 of the Warren County Code re: Airport Commission, Membership	
<b><u>EXPLANATION &amp; SUMMARY:</u></b>  In consideration of the nature and purpose of the Warren County Airport Commission, to not only serve Warren County but the entire region, staff recommends removing the residency requirement for membership of the Airport Commission.			
<b><u>COST &amp; FINANCING:</u></b> N/A			
<b><u>PROPOSED OR SUGGESTED MOTIONS:</u></b>  I move the Board of Supervisors adopt the proposed ordinance to amend and re-ordain Section 6-1 of the Warren County Code to remove the residency requirement for membership to the Warren County Airport Commission.			
SUBMITTED BY:  <b>Caitlin Jordan</b> Sr. Asst. County Attorney	DISPOSITION OF BOARD: <input type="checkbox"/> APPROVED <input type="checkbox"/> OTHER (DESCRIBE)		PROCESSED BY:

ORDINANCE TO AMEND SECTION 6-1(A) OF THE WARREN COUNTY CODE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Section 6-1(A) of the Warren County Code (Membership) be amended and re-ordained as follows:

Chapter 6. Airport Commission

§ 6-1. Membership.

- A. There is hereby established a Warren County Airport Commission, to consist of five members who shall be appointed by the Warren County Board of Supervisors. A member of the Board of Supervisors may serve as a member of the Airport Commission. All members of the Airport Commission **must have** ~~shall be residents of the County, qualified by~~ knowledge and experience to make recommendations and decisions on questions of operating and managing a County-owned airport.  
[Amended 7-15-2008; 8-20-2019; **6-7-2022**]

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is lined through. ~~Example~~  
Language proposed to be added is bolded and underlined. **Example**

Adopted: June 7, 2022

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Deputy Clerk of the Board

**Motion to be Made Going into Closed Meeting**

I move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act for the discussion or consideration of the assignment, appointment, promotion, performance, demotion, salaries, or resignation of a specific public officer of the public body, specifically in regard to the Front Royal-Warren County Joint Tourism Board.

I also move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(8) for consultation with legal counsel for the provision of legal advice regarding the Shenandoah Farms Sanitary District.

- - -

**Motion to be Made Coming out of Closed Meeting**

I move that the Board certifies to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(1) and (A)(8) of the Virginia Freedom of Information Act 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 public body.

Secondary System  
Warren County  
Construction Program  
Estimated Allocations

Fund	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	Total
CTB Formula - Unpaved State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula Secondary State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$55,258	\$55,258	\$55,258	\$55,258	\$55,258	\$55,258	\$331,548
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
District Grant - Unpaved	\$234,088	\$249,346	\$249,346	\$220,768	\$220,768	\$220,768	\$1,395,084
Total	\$289,346	\$304,604	\$304,604	\$276,026	\$276,026	\$276,026	\$1,726,632

Board Approval Date:

-----

Residency Administrator

Date

-----

County Administrator

Date

# Warren County

## Warren County (093)

UPC	Description
17714	#HB2.FY17 RTE 624 - RECONSTRUCTION

0001.03      Project      0624093186      ECL FRONT ROYAL      ROUTE 645

Previous	Budget	Projected	Total		PE	RW	CN
\$5,431,725	\$0	\$0	\$5,431,725	<b>Schedule:</b>	07/31/13	07/01/19	01/12/21
<b>Total Estimate</b>			\$4,737,868	<b>Estimate:</b>	\$1,187,399	\$373,333	\$3,177,136
<b>Balance:</b>			-\$693,857				

Funding Detail (in \$1000s)		Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
3190000	DGP Supplemental (HB1414)	\$696	\$0	\$0	\$0	\$0	\$0	\$0
6011007	DGP - State	\$4,147	\$0	\$0	\$0	\$0	\$0	\$0
6011907	DGP - State	\$61	\$0	\$0	\$0	\$0	\$0	\$0
6030601	.Formula - Secondary :Federal/State - Warren (CNS601)	\$117	\$0	\$0	\$0	\$0	\$0	\$0
6030605	Secondary Formula - Unpaved Roads : Warren	\$51	\$0	\$0	\$0	\$0	\$0	\$0
6030606	Secondary Formula - Telecommunications : Warren	\$360	\$0	\$0	\$0	\$0	\$0	\$0

## 111061 Rocky Hollow Road Rd - Rural Rustic

0003.08      Project      0628093811      Rt. 613 - Indian Hollow Road      Rt. 629 - Acorn Hill Road

Previous	Budget	Projected	Total		PE	RW	CN
\$250,000	\$109,458	\$0	\$359,458	<b>Schedule:</b>			08/31/20
<b>Total Estimate</b>			\$359,458	<b>Estimate:</b>	\$0	\$0	\$359,458
<b>Balance:</b>			\$0				

Funding Detail (in \$1000s)		Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
3001500	CTB Formula: Unpaved - Warren	\$39	\$0	\$0	\$0	\$0	\$0	\$0
6071700	HB2 DG: Unpaved - Warren	\$211	\$109	\$0	\$0	\$0	\$0	\$0

## 116774 Kendrick Ford Road - Rural Rustic

0003.11      Project      0660093817      Punch Run Rd. Rt. 621      End of State Maintenance

Previous	Budget	Projected	Total		PE	RW	CN
\$4,111	\$124,630	\$125,259	\$254,000	<b>Schedule:</b>			06/13/22
<b>Total Estimate</b>			\$254,000	<b>Estimate:</b>	\$0	\$0	\$254,000
<b>Balance:</b>			\$0				

Funding Detail (in \$1000s)		Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6071700	HB2 DG: Unpaved - Warren	\$4	\$125	\$125	\$0	\$0	\$0	\$0



# Warren County

## Warren County (093)

UPC	Description						
116773	Panhandle Road Phase II - Rural Rustic						

0003.12      Project      0613093818      Mountain Road Rt. 619      Wilson Burke Road Rt. 608

Previous	Budget	Projected	Total		PE	RW	CN
\$0	\$0	\$173,250	\$173,250	Schedule:			01/16/25
Total Estimate				Estimate:	\$0	\$0	\$173,250
Balance:							

Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6071700 HB2 DG: Unpaved - Warren	\$0	\$0	\$124	\$49	\$0	\$0	\$0

117036	FY25 & FY26 Warren County Rural Rustic Roads Projects						
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0003.13      Project      9999093830      Various      Various

Previous	Budget	Projected	Total		PE	RW	CN
\$0	\$0	\$420,951	\$420,951	Schedule:			10/07/25
Total Estimate				Estimate:	\$0	\$0	\$420,951
Balance:							

Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6071700 HB2 DG: Unpaved - Warren	\$0	\$0	\$0	\$200	\$221	\$0	\$0

121192	FY27 & FY28 Warren County Rural Rustic Roads Projects						
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0003.14      Project      9999093      Various      Various

Previous	Budget	Projected	Total		PE	RW	CN
\$0	\$0	\$441,536	\$441,536	Schedule:			
Total Estimate				Estimate:	\$0	\$0	\$441,536
Balance:							

Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6071700 HB2 DG: Unpaved - Warren	\$0	\$0	\$0	\$0	\$0	\$221	\$221

100215	COUNTYWIDE ENGINEERING & SURVEY						
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9999.99      Budget Item      1204005      VARIOUS LOCATIONS IN COUNTY      VARIOUS LOCATIONS IN COUNTY

Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6030606 Secondary Formula - Telecommunications : Warren	\$293	\$0	\$0	\$0	\$0	\$0	\$0

-26904	COUNTYWIDE - TRANSPORTATION SERVICES						
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9999.99      Project      9999093

Previous	Budget	Projected	Total		PE	RW	CN
\$0	\$55,258	\$276,290	\$331,548	Schedule:	07/01/22	06/30/23	07/01/24
Total Estimate				Estimate:	\$50,000	\$50,000	\$231,548
Balance:							

Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6030606 Secondary Formula - Telecommunications : Warren	\$0	\$55	\$55	\$55	\$55	\$55	\$55

Code of Virginia

Title 33.2. Highways and Other Surface Transportation Systems

Subtitle II. Modes of Transportation: Highways, Bridges, Ferries, Rail, and Public Transportation

Chapter 3. Highway Systems

Article 3. Secondary State Highway System

## **§ 33.2-331. Annual meeting with county officers; six-year plan for secondary state highways; certain reimbursements required**

For purposes of this section, "cancellation" means complete elimination of a highway construction or improvement project from the six-year plan.

The governing body of each county in the secondary state highway system may, jointly with the representatives of the Department as designated by the Commissioner of Highways, prepare a six-year plan for the improvements to the secondary state highway system in that county. Each such six-year plan shall be based upon the best estimate of funds to be available to the county for expenditure in the six-year period on the secondary state highway system. Each such plan shall list the proposed improvements, together with an estimated cost of each project so listed. Following the preparation of the plan in any year in which a proposed new funding allocation is greater than \$100,000, the board of supervisors or other local governing body shall conduct a public hearing after publishing notice in a newspaper published in or having general circulation in the county once a week for two successive weeks and posting notice of the proposed hearing at the front door of the courthouse of such county 10 days before the meeting. At the public hearings, which shall be conducted jointly by the board of supervisors and the representative of the Department, the entire six-year plan shall be discussed with the citizens of the county and their views considered. Following the discussion, the local governing body, together with the representative of the Department, shall finalize and officially adopt the six-year plan, which shall then be considered the official plan of the county.

At least once in each calendar year in which a proposed new funding allocation is greater than \$100,000, representatives of the Department in charge of the secondary state highway system in each county, or some representative of the Department designated by the Commissioner of Highways, shall meet with the governing body of each county in a regular or special meeting of the local governing body for the purpose of preparing a budget for the expenditure of improvement funds for the next fiscal year. The representative of the Department shall furnish the local governing body with an updated estimate of funds, and the board and the representative of the Department shall jointly prepare the list of projects to be carried out in that fiscal year taken from the six-year plan by order of priority and following generally the policies of the Board in regard to the statewide improvements to the secondary state highway system. In any year in which a proposed new funding allocation is greater than \$100,000, such list of priorities shall then be presented at a public hearing duly advertised in accordance with the procedure outlined in this section, and comments of citizens shall be obtained and considered. Following this public hearing, the board, with the concurrence of the representative of the Department, shall adopt, as official, a priority program for the ensuing year, and the Department shall include such listed projects in its secondary highways budget for the county for that year.

At least once every two years following the adoption of the original six-year plan, the governing body of each county, together with the representative of the Department, may update the six-year plan of the county by adding to it and extending it as necessary so as to maintain it as a plan

encompassing six years. Whenever additional funds for secondary highway purposes become available, the local governing body may request a revision in its six-year plan in order that such plan be amended to provide for the expenditure of the additional funds. Such additions and extensions to each six-year plan shall be prepared in the same manner and following the same procedures as outlined herein for its initial preparation. Where the local governing body and the representative of the Department fail to agree upon a priority program, the local governing body may appeal to the Commissioner of Highways. The Commissioner of Highways shall consider all proposed priorities and render a decision establishing a priority program based upon a consideration by the Commissioner of Highways of the welfare and safety of county citizens. Such decision shall be binding.

Nothing in this section shall preclude a local governing body, with the concurrence of the representative of the Department, from combining the public hearing that may be required pursuant to this section for revision of a six-year plan with the public hearing that may be required pursuant to this section for review of the list of priorities, provided that notice of such combined hearing is published in accordance with procedures provided in this section.

All such six-year plans shall consider all existing highways in the secondary state highway system, including those in the towns located in the county that are maintained as a part of the secondary state highway system, and shall be made a public document.

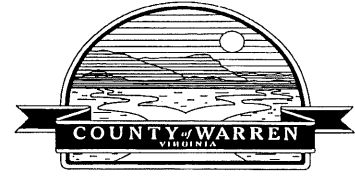
If any county cancels any highway construction or improvement project included in its six-year plan after the location and design for the project has been approved, such county shall reimburse the Department the net amount of all funds expended by the Department for planning, engineering, right-of-way acquisition, demolition, relocation, and construction between the date on which project development was initiated and the date of cancellation. To the extent that funds from secondary highway allocations have been expended to pay for a highway construction or improvement project, all revenues generated from a reimbursement by the county shall be deposited into that same county's secondary highway allocation. The Commissioner of Highways may waive all or any portion of such reimbursement at his discretion.

The provisions of this section shall not apply in instances where less than 100 percent of the right-of-way is available for donation for unpaved highway improvements.

Code 1950; 1970, c. 322, § 33.1-70.01; 1977, c. 578; 1979, c. 64; 1981, c. 240; 1993, c. 802; 2001, cc. [105](#), [130](#); 2005, c. [645](#); 2011, cc. [434](#), [493](#); 2014, c. [805](#); 2015, c. [684](#); 2019, cc. [81](#), [400](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

# RESOLUTION



## *of the Board of Supervisors of Warren County*

At a regular meeting of the Board of Supervisors of the County of Warren held at the Warren County Government Center on June 15, 2021:

Present were: Cheryl L. Cullers, Chair; Tony F. Carter; Walter J. Mabe; and Delores R. Oates

Absent was: Archie A. Fox, Vice Chairman

On motion by Mrs. Oates, seconded by Mr. Mabe, and carried:

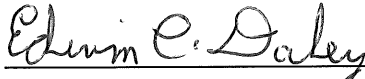
WHEREAS, Section 33.2-361 of the Code of Virginia (1950), as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan, and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2022 through 2027) as well as the Secondary System Construction Budget (2022) on June 15, 2021 after duly advertised so that all citizens of Warren County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List, and

WHEREAS, Ed Carter, Residency Administrator with the Virginia Department of Transportation, appeared before the Warren County Board of Supervisors and recommended approval of the Six-Year Plan for Secondary Roads (2022 through 2027) and the Secondary System Construction Budget (2022) for Warren County.

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interests of the Secondary Road System in Warren County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2022 through 2027) and Secondary System Construction Budget (2022) are hereby approved as advertised.

Adopted: June 15, 2021

  
Clerk, Board of Supervisors  
County of Warren, Virginia

Secondary System  
Warren County  
Construction Program  
Estimated Allocations

Fund	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	Total
CTB Formula - Unpaved State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula Secondary State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$112,470	\$112,470	\$112,470	\$112,470	\$112,470	\$112,470	\$674,820
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP - Bond Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
District Grant - Unpaved	\$141,055	\$187,270	\$199,477	\$199,477	\$220,768	\$220,768	\$1,168,815
Total	\$253,525	\$299,740	\$311,947	\$311,947	\$333,238	\$333,238	\$1,843,635

Board Approval Date:

\_\_\_\_\_  
Residency Administrator                      Date

\_\_\_\_\_  
County Administrator                      Date



**SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)**

District: Staunton

County: Warren County

Board Approval Date:

2021-22 through 2026-27

Route PPMS ID Accomplishment	Road Name Description From To Length	Estimated Cost Ad Date	Previous Funding	Additional Funding Required	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Balance to complete	Scope of Work Comments
Rt. 624 17714 RAAP Contract	Happy Creek Road #HB2FY 17 Reconstruction ECL Front Royal Rt. 645	PE \$1,321,196 RW \$933,393 CON \$36,093.68 Total \$58,639.57	\$4,488,046	\$1,006,569	\$1,007,000	\$0	\$0	\$0	\$0	\$0	\$0	Reconstruction w/o added capacity
Rt. 623 104617 State Forces/ Hired Equipment	Downing Farm Road Rural Rustic Thunder Road Stoney Bottom Road	\$435,762	\$294,707	\$141,055	\$141,000	\$0	\$0	\$0	\$0	\$0	\$0	Reconstruction w/o added capacity
Rt. 613 104617 State Forces/ Hired Equipment	Panhandle Road Rural Rustic 1.1 Mi from Low Water Bridge 1000' from Low Water Bridge	\$355,725	\$351,456	\$4,269	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	Reconstruction w/o added capacity
Rt. 628 111061 State Forces/ Hired Equipment	Rocky Hollow Road Rural Rustic Rt. 613 Indian Hollow Road Rt. 629 Acorn Hill Road	\$450,000	\$250,000	\$200,000	\$38,760	\$187,000	\$13,000	\$0	\$0	\$0	\$0	Reconstruction w/o added capacity
Rt. 660 21814 State Forces/ Hired Equipment	Kendrick Ford Road Rural Rustic Rt. 621 Punch Run Road End of State Maintenance	\$216,390	\$4,000	\$212,390	\$0	\$4,111	PE \$141,055 RW \$0 CON \$141,055 Total \$177,000	\$36,000	\$0	\$0	\$0	Reconstruction w/o added capacity

**SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)**

District: Staunton

County: Warren County

Board Approval Date:

2021-22 through 2026-27

Route PPMS ID Accomplishment	Road Name Description From To Length	Estimated Cost Ad Date	Previous Funding	Additional Funding Required	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	Balance to complete	Scope of Work Comments
Rt. 613 21815 State Forces/ Hired Equipment	Panhandle Road Rural Rustic Rt. 619 Mountain Road Rt. 608 Wilson Burke Road	\$160,000	\$0	\$160,000	\$0	\$0	\$10,000	\$150,000	\$0	\$0	\$0	Reconstruction w/o added capacity
Rt. 631 21816 State Forces/ Hired Equipment	William Vincent Road Rural Rustic Rt. 622 Buck Mountain Road Rt. 613 Bentonville Road	\$355,000	\$0	\$355,000	\$0	\$0	\$0	\$14,000	\$0	\$221,000	\$0	Reconstruction w/o added capacity
Rt. 4005 100215	Countywide Eng. & Survey Various Locations	\$0	\$0	\$0	\$108,000	\$112,000	\$112,000	\$112,000	\$112,000	\$112,000	\$0	Minor Survey & Preliminary Eng. For Budget Items and Incidental Type Work
117036	Additional Rural Rustic Funds	\$249,346	\$0	\$249,346	\$0	\$0	\$0	\$221,000	\$0	\$0	\$0	