REGULAR TOWN COUNCIL MEETING

Monday, June 26, 2023 at 7:00pm in Warren County Government Center Board Room

View LIVE on Government Access Channel 16 or https://www.frontroyalva.com/673/Town-Hall-Live

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

4. APPROVAL OF MINUTES – *I move that Council approve the Joint Meeting with the Planning Commission Minutes of May 22, Regular Meeting Minutes of May 22, Work Session Minutes of June 5 and June 12 2023, as presented.*

5. ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS
   [Items added will be placed as the last item under Business Items. Unanimous vote is required to add/delete]

6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS
   A. Presentation by Michael Williams of the Rotary of Warren County - Joint Project with ESAC/Town
   B. Proclamation for *Employee Appreciation Week* for All Employees of the Town of Front Royal

7. PUBLIC HEARINGS
   A. Special Use Permit for Short-Term Rental at 211 S. Royal Avenue – Vesta Property
   B. Special Use Permit for Short-Term Rental at 1121 John Marshall Highway – Cook Realty
   C. Special Use Permit for Short-Term Rental at 1125 John Marshall Highway – Cook Realty
   D. Special Use Permit for Short-Term Rental at 1135 John Marshall Highway – Cook Realty
   E. Special Exception from Parking Requirements at 15 Chester Street – Peter Lemmon/Scott Lloyd
   F. Ordinance Amendment to Town Code §158-6 Adoption by Reference of State Vehicular Laws
   G. Continued Public Hearing to Amend Previously Approved Proffers for Anna Swan Estates - HEPTAD

8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

9. REPORTS
   A. Report of Town Manager
   B. Report of Councilmembers
   C. Report of the Mayor

10. CONSENT AGENDA ITEMS - *I move that Council approve the Consent Agenda as presented.*
    A. FY23 Budget Amendment for Auction Proceeds from Selling Transformers
    B. Sole Source Traffic Signal Camera Detection System Replacement at N. Shenandoah Ave/14th St
    C. Sole Source Traffic Signal Cabinet Replacement at S. Royal Avenue/Criser Road Intersection
    D. Sole Source for Turbidimeters and Controller Water Analysis Equipment for Water Plant
    E. Receive Donation of Used Tasers from Loudon County Sheriff's Office
    F. Receive Donation of Police Bicycles from Winchester Police Department
    G. FY24 Budget Amendment and Transfer for Speed Camera Enforcement Services in School Zones
    H. Reappointment of Non-Elected Representative to the Northern Shenandoah Valley Regional Comm
    I. Refer to the Planning Commission a Text Amendment to the Urban Agriculture Ordinance
    J. FY23 Budget Amendment to Trade and Purchase Police Firearms
    K. Resolution to Cancel the Regular Scheduled Work Session of July 3, 2023

11. BUSINESS ITEMS –

A. Resolution of Support for a Joint Project between the Town of Front Royal's ESAC, Public Works Department and the Rotary Club of Warren County for Renovation and Beautification of the Front Royal's Eastern Entrance Corridor located at the Corner of John Marshall Highway and South Commerce Avenue

B. Reappointment to Front Royal Economic Development Authority

12. CLOSED MEETING

13. Adjourn

TOWN COUNCIL REGULAR MEETING MINUTES

May 22, 2023@ 7:00PM in the Warren County Government Center

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Moment of Silence
Pledge of Allegiance led by Town scholarship winners Landon Pond and Benjamin Windt.
ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Clerk of Council Tina L. Presley
Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.

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APPROVAL OF MINUTES – *Vice Mayor Sealock moved seconded by Councilwoman Morris that Council approve the Regular Meeting minutes of April 24, 2023, Work Session Minutes of May 1 and May 8 and Special Meeting minutes of May 1, 2023, as presented.*

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSIINESS – None

RECOGNITIONS/AWARDS/REPORTS –

A. Proclamation for National Public Works Week –

Councilman Rappaport moved seconded by Councilwoman Morris that Council approve a Proclamation proclaiming May 21 – 27, 2023 as National Public Works Week in the Town of Front Royal, as presented.

Mayor Cockrell read the proclamation. Councilwoman Morris gave a shout out to the Public Works employees acknowledging her gratefulness for their hard work.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A Abstain – N/A ROLL CALL

B. Award of Town Scholarship Winners – Mayor Cockrell announced the winners of the 2023 Town Scholarships: Landon Pond, Benjamin Windt and Tyler Burhans. They were awarded $1,000.00 each with applause and congratulations from Council.

PUBLIC HEARINGS

A. Ordinance to Amend Town Code Chapter 175-137 Fees, Charges and Expenses to Add the Application Fee of $400.00 for Processing a Local Board of Building Code Appeals (LBBCA) Application

Mayor Cockrell opened the public hearing. There were no speakers. The public hearing was closed.

Councilwoman Morris moved seconded by Vice Mayor Sealock that Council approve an ordinance to amend Town Code Chapter 175-137 Fees, Charges and Expenses to add the application fee of $400.00 for processing a Local Board of Building Code Appeals (LBBCA) application, as presented.

Councilwoman Morris noted that the $400.00 fee was in line with the County of Warren and other localities and is used to assist in staff's time and the stipend paid to the LBBCA board members.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

B. Ordinance to Amend Town Code Chapter 98 Business, Professional and Occupational Licensing to Add the Definitions of Mobile Food Unit and New Business; Add Additional information to License Requirement and Add Mobile Food Unit to Licensing Peddlers and Itinerant Merchants

Mayor Cockrell opened the public hearing. There were no speakers. The public hearing was closed.

Councilman Ingram moved seconded by Councilwoman DeDomenico-Payne that Council approve an ordinance to amend Town Code Chapter 98-2 Business Professional and Occupational Licensing to add the definitions of "Mobile Food Unit" and "New Business"; add additional information to Chapter 98-3 License Requirement and add "Mobile Food Unit" to Chapter 98-61 Licensing Peddlers and Itinerant Merchants to incorporate additional legislation enacted by the Code of Virginia §58.1-3715.1 regarding mobile food units, as presented.

No Discussion

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

PUBLIC COMMENTS (COMMENTS NOT RELATED TO PUBLIC HEARINGS)

Clare Schmitt, 337 W. 10th Street, reminded Council that the agreement was to be discussed in the closed meeting tonight had been ongoing for months. She asked that Council come out of the closed meeting with a decision to approve or not approve the agreement as it was almost the end of the fiscal year and funding needed to be allocated.

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Ellen Aders, 219 E. Prospect Street, echoed Mrs. Schmitt's comments. She voiced concern about the miscommunication between the Town, Discover Front Royal and the County. She reminded Council of the allocation of funding to be spent on Phase II of the Visitor Center that will be lost if not used by the end of the calendar year. She urged that a decision be made to move forward.

Scott Lloyd, 1049 Happy Creek Road, gave Council a brief justification for the nine chickens he had currently on his property that was against Town Code regulations. He asked that Council revisit the ordinance to increase the number of chickens allowed in Town limits.

REPORTS

A. Town Manager Report – Mr. Waltz gave the following presentation.



Mayor Cockrell questioned the number of those who used automatic payment method. Director of Finance advised that it was less than 1%. Councilman Rappaport questioned how visitors were calculated. Mr. Waltz advised that it was calculated manually. Council commented on how the meals and lodging tax was close to budget.

B. Town Council Reports –

Councilwoman DeDomenico-Payne wished everyone a safe Memorial Day Weekend and to remember those who served.

Councilman Rogers thanked the members of Discover Front Royal for their comments tonight. He recognized their hard work and looked forward to working through the issues. He thanked Niki Foster, Executive Director of the Chamber of Commerce and everyone who volunteered and participated in the Wine/Craft Festival to make it a huge success. He voiced his concern that "open discussion" had been removed from the work session agendas indefinitely and requested that the Mayor place it back on the agenda. He explained that it was an opportunity to speak about issues that were on Council's minds.

Vice Mayor Sealock thanked the members of Discover Front Royal for their comments tonight. He commented on the "good show" of volunteers at the Wine/Craft Festival and the Police Department for their presence during the festival.

Councilwoman Morris thanked the members of Discover of Front Royal for their comments tonight. She thanked Mr. Lloyd for his concerns pertaining to the number of chickens allowed in Town and asked to be added to an upcoming work session. She commented on the success of the Family Fun Day Parade and the Wine/Craft Festival, the beauty of the red/white/blue flowers planted and the Adopt-A-Street Program. She noted that it was at the Mayor's discretion to continue "open discussion" on future work session

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agendas. She gave an update on the Transportation Subcommittee meeting stating that issues are being addressed with Norfolk/Southern Railroad, Virginia Department of Transportation, Town Council, County Board of Supervisors and developers/contractors all being in the same room for discussion.

Councilman Ingram reiterated what Councilwoman Morris stated regarding the subcommittee. He advised that he attended a Commonwealth Transportation Meeting recently and talked to several people about the Smart Scale Program for Happy Creek Road Phase II. He also mentioned the funding for the Shenandoah Rail Trail.

Councilman Rappaport thanked the members of the Discover Front Royal for their comments and expressed hope that there will be a conclusion. He stated that he believed in one Economic Development Authority.

C. Mayor Report – Mayor Cockrell listed the events that she attended and thanked those involved in making them a success: Nacho Party on Main Street hosted by Downtown Front Royal; Family Fun Day hosted by Willie/Nina Huck; Wine/Craft Festival hosted by the Chamber of Commerce. She advised that none of the events could be "pulled off" without the assistance of volunteers and Town staff, commenting on the amount of planning and work involved. She reminded the public that there were two openings on the Front Royal Economic Development Authority (FREDA) and a Special Election for two seats on Town Council in November, with a deadline to get on ballot of august 18th.

CONSENT AGENDA ITEMS

A. FY23 Budget Amendment and Budget Transfer for Additional Revenue for Projects

Council approved a FY23 Budget Amendment in the amount of $480,000 to account for revenues that exceeded FY23 budgeted amounts and to approve a FY23 Budget Transfer in the amount of $248,000 from the General Fund to Street Fund to allocate additional funds for the Town to move forward with a Transportation Plan, Criser Road Sidewalk Project, and Paving Projects.

B. Bid for Remanufactured 500KVA Three-Phased Pad-Mounted Transformer for Fleet Maintenance Bldg

Council approved a bid for a remanufactured 500 kVA Three-Phase Pad-Mounted Transformer, for the Fleet Maintenance Department in the amount of $25,625.00 from Jerry's Electric, Inc.

C. Bid for Breakers and Voltage Regulators for Happy Creek Substation Expansion Project

council approved a bid for (2) 15.5 KV, 1200A Outdoor Circuit Breakers to Meyers Controlled Power in the amount of $60,336.00 and (6) 7.62 KV, 250KVA, 328A Single Phase Voltage Regulators to Howard Industries in the amount of $206,730.00 for the Happy Creek Substation Expansion Project.

D. Bid for Dump Body, Hoist and Hydraulic System for Public Works Dump Truck

Council approved a bid for the purchase of a dump body, hoist and hydraulic system for the Public Works dump truck from Godwin Manufacturers in the amount of $54,832.60.

E. FY2022-2023 Write Off for Bad Debt

Council approved the removal of 5 years or older of outstanding accounts receivable (bad debts) totaling $47,314.36 (151 utility accounts) from the Town's ledger for the remainder of fiscal year 2022-2023.

Councilman Ingram moved seconded by Councilwoman Morris that Council approve the Consent Agenda as presented.

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Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

BUSINESS ITEMS - None

CLOSED MEETING

Councilwoman Morris moved seconded by Vice Mayor Sealock that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes:

1) *pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, appointments to fill vacancies on the Front Royal EDA; and,*
2) *pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, actual litigation between the Town of Front Royal and the Warren County EDA; and,*
3) *pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, 1) proposed agreements for promotion of economic interests and tourism with Discover Front Royal, Inc. and Warren County, and 2) proposed proffer amendments for Anna Swan Estates (HEPTAD LLC).*

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Councilwoman Morris left at 10:28pm

Councilman Ingram moved seconded by Councilman Rogers that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – Councilwoman Morris (left at 10:28pm)
Abstain – N/A ROLL CALL

Meeting adjourned at approximately 10:35pm.

Approved by Town Council
Date: _____

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TOWN COUNCIL SPECIAL JOINT MEETING WITH THE PLANNING COMMISSION MINUTES

May 22, 2023@ 6:30PM in the Warren County Government Center

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

ROLL CALL BY CLERK OF COUNCIL

Planning Commission

PRESENT: Chairman Darryl Merchant
Vice Chairman Daniel Wells,
Commissioner Connie Marshner
Commissioner Michael Williams

ABSENT: Commissioner Glenn Wood

STAFF PRESENT: Director of Planning Lauren Kopishke
Deputy Zoning Administrator John Ware

Town Council

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Clerk of Council Tina L. Presley
Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.

JOINT PUBLIC HEARING – Dynamic Life Ministries, Inc. A request for a Special Use Permit for a Cemetery Located at 1600 John Marshall Highway

Director of Planning Lauren Kopishke was asked to give a brief summary of the request before the public hearing was opened. She advised that the applicant [Dynamic Life Ministries, Inc] had requested to construct a 10' x 10' cemetery on the northern portion of their property at 1600 John Marshall Highway that would be further than 250 yards from any residential properties.

Elvi Rogers, applicant/representative of Dynamic Life Ministries, Inc and wife of the deceased, was asked whether she wanted to add anything. She expressed appreciation on behalf of the family with excitement to see an approval for this request tonight.

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Chairman Merchant opened the public hearing. There were no speakers, so the public hearing was closed and opened up to the Planning Commission.

Commissioner Marshner moved seconded by Commissioner Williams to recommend approval of a request from Dynamic Life Ministries, Inc. for a Special Use Permit 2300279 for a 10' x 10' cemetery located at 1600 John Marshall Highway and identified by tax map 20A2-02-8.

There was no discussion.

Vote: Yes – Commissioners Merchant, Marshner, Wells, and Williams
No – N/A
Absent – Commissioner Wood
Abstain – N/A
ROLL CALL

Councilwoman Morris moved seconded by Councilman Rappaport that Council approve a request from Dynamic Life Ministries, Inc. for a Special Use Permit 2300279 for a 10' x 10' cemetery located at 1600 John Marshall Highway and identified by tax map 20A2-02-8.

Councilwoman Morris thanked staff and the Planning Commission for expediting this process.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Commissioner Williams moved seconded by Wells to adjourn.
Vote: yes unanimously

Mayor Cockrell adjourned at 6:38pm.

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Approved by Planning Commission

Date: _____

Approved by Town Council

Date: _____

TOWN COUNCIL WORK SESSION MINUTES

Monday, June 5, 2023 in the Town Hall Conference Room

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Council appoint Town Manager Joseph Waltz as Clerk Pro Tempore for tonight's meeting June 5, 2023.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers
No – N/A
Absent – Vice Mayor Sealock
Abstain – N/A ROLL CALL by the Mayor

ROLL CALL BY CLERK PRO TEMPORE JOSEPH WALTZ

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers

LATE: Vice Mayor R. Wayne Sealock (entered meeting at 7:20pm)

ABSENT: Clerk of Council Tina L. Presley

OTHERS PRESENT: Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Various members of the staff and public

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Items Slated for Public Hearings:

A. Special Use Permit for Short-Term Rental – 211 S. Royal Avenue – Vesta Property

Director of Planning Lauren Kopishke showed pictures of the request noting that the applicant was requesting to rent the whole house with three bedrooms, no more than six occupants and there was ample parking. The Planning Commission had their public hearing and recommended approval with no conditions. There being no further questions Council agreed to advertise for a public hearing.

B. Special Use Permit for Short-Term Rental – 1121 John Marshall Highway – Cook Realty

Ms. Kopishke explained that B, C, and D are from the same applicant but since they were three different parcels there would be three separate public hearings. She explained that the applicant was requesting to rent the whole house [main house] with three bedrooms and no more than six occupants.

C. Special Use Permit for Short-Term Rental – 1125 John Marshall Highway – Cook Realty
Ms. Kopishe noted this request was the L-shaped lot with three structures. She explained that two structures would be connected by a traverse to create a more primary structure and the third structure was an accessory structure. She advised that the Town Code allowed accessory structures to be used as short-term rentals. She continued that there would be two occupants per unit.

D. Special Use Permit for Short-Term Rental – 1135 John Marshall Highway – Cook Realty
Ms. Kopishe explained that this request consisted of two structures with a primary and accessory structure with no more than four occupants total.

Ms. Kopishke continued that the Planning Commission held their public hearing on Items B, C, and D and placed conditions on all three. One of the conditions she explained was to make the permit valid for one year because there were concerns that the intent of the use of the property would change. Mayor Cockrell voiced concern about placing a one-year restriction on the permits. Councilman Rogers voiced concern over the large house being used as an event center since it was R-1 zoning. Ms. Kopishke confirmed it was being defined as a short-term rental since event center use was not defined in the Town Code. Councilwoman Morris reminded Council that the short-term rentals were not regulated by the amount of people who were in the house only those who stayed overnight. Councilman Ingram advised that the short-term rentals approved in the past exclusively do not allow parties and confirmed that the stipulation of no parties was not written in the Town Code. Mr. Rogers commented on what a great addition the property was to the community but questioned the framework for what was being done on the property. Councilman Rappaport agreed with Mr. Rogers but opined that the intent for the property was to become a commercial establishment. He voiced concern over the Town's Short-Term Rental Ordinance being too broad. He suggested the Short-Term Rental Ordinance be placed on a future work session for discussion. There was much discussion pertaining to the term "event center" and the zoning along that portion of John Marshall Highway.

Vice Mayor Sealock entered the meeting at 7:20pm

Councilwoman Morris advised that during the vote on June 26th she intended to have the one condition relating to the *permit being valid for one year, at which time the applicant must reapply* be removed. Mayor Cockrell asked Staff to add the short-term rental ordinance to a future work session and advertise B, C and D for public hearings on June 26th.

E. Special Exception from Parking Requirements – 15 Chester Street – P. Lemmon/S. Lloyd
Planning Director Lauren Kopishke advised that the applicant wanted to turn this property into professional office space, and she had to use the square footage [2700] of the entire building to calculate parking which equaled out to nine (9) parking spaces. She advised that while they had ample area for parking, various shrubs and trees would have to be removed on the property. The applicant she explained was asking for an exception to allow four (4) parking spaces instead of nine. Councilman Ingram suggested reviewing the Town Code with regards to parking on Chester Street. Council moved this to a public hearing on June 26th.

F. Ordinance Amendment to Town Code Chapter 158-6 to Adopt Reference of Vehicular Law
Town Attorney George Sonnett explained that this amendment was an annual exercise to readopt all of titles Virginia Code §46.2 because every year the General Assembly tweaks the motor vehicular laws and alcohol laws. Chief Magalis noted that most violations were written under the traffic code that allowed Mr. Sonnett to be prosecuted under the Town's ordinance. It was confirmed that if violations were written

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under the Town Code the fines went to the Town and if written under the State Code fines went to state. Council agreed to a public hearing on June 26th.

Items Slated for Consent Agenda on June 26th

A. FY23 Budget Amendment for Auction Proceeds from Selling of Transformers

Finance Director BJ Wilson advised that the proceeds from the sale would be allocated to the Happy Creek Substation Expansion Project. He explained that they were transformers that the Town could no longer use. Council agreed to add to the Consent Agenda on June 26th.

B. Reappointment of Non-Elected Representative to the NSVRC

Town Manager Joe Waltz advised that Lauren was the non-elected representative to the Northern Shenandoah Valley Regional Commission (NSVRC). Council agreed to add to Consent Agenda on June 26th.

Discussion Items

A. Pertaining to Prospect Bridge Rehabilitation Funding

Finance Director BJ Wilson advised that the Prospect Bridge would cost roughly $1.5 million to rehabilitate and that the Town had applied for VDOT Revenue Sharing but there was no guarantee the Town would be approved and if they were approved the funds would not be available for a few years. He noted that there was currently $630,000 allocated in the budget toward the rehabilitation. He suggested adding additional funds from the Secondary Paving Plan [$262,000] and delay the Transportation Plan [$150,000] which would give the Town an additional $412,000 toward the rehabilitation.

Vice Mayor Sealock voiced concern that the bridge had termites, individuals have had tires blown out and fire apparatus could not get across. He suggested looking hard for the money now or close the bridge to traffic. Director of Public Works Robbie Boyer confirmed that the bridge was last inspected in October 2022, noting that all ten structures in Town must be inspected yearly. The $1.5 million replaced everything from the steel beams underneath up.

Town Manger Joe Waltz reiterated that the Town had $630,000 allocated towards the rehabilitation and additional monies could be allocated later, realistically beginning the project July 2024. He suggested not diverting monies from the Transportation Plan or the Secondary Paving Plan and reminded Council that monies were taken from the Prospect Bridge Rehabilitation in the past for another project. He recommended not touching the $630,000 and to keep for bridge only. Mr. Waltz advised that he had taken several phone calls from residents in the area complaining about the bridge, especially the excessive noise at night with vehicles going over the bridge. He noted that the bridge inspection in October said the bridge was in fair condition but did not advocate closing the bridge. He suggested that at some point Council would need to decide whether to close the bridge to vehicular traffic. He explained that the current weight limit was five (5) tons and emergency vehicles could not cross.

B. Pertaining to Personal Property and Real Estate Tax Due Dates

Director of Finance BJ Wilson advised that there had been a delay in tax penalties and interest in the last five years. He requested that the Town Code be updated and/or for this item to be placed on a Liaison Committee Meeting for discussion. He voiced concern over not being able to adhere to the due date of June 5th as stated in the Town Code. He suggested making the due date June 20th to allow time for Warren County to send the tax information to him. Councilwoman Morris suggested adding this item to the Liaison Committee Agenda. Mr. Wilson reminded Council that the due was set by ordinance so extending the penalties and interest is the best “work around”. He noted that there have been different reasons in the last five years for the delays. Town Manager Joe Waltz agreed with moving this item to the Liaison meeting

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because while the date needed to be addressed, receiving the information from the County in a timely manner was another issue. Council agreed to place this on the Liaison Committee agenda and then discuss amending the Town Code at a future work session afterwards.

Action Item

A. Legal Fees for WCEDA Litigation

Mayor Cockrell read the summary. *On November 25, 2019, Council approved payment to Damiani & Damiani for legal services related to the Town's civil suit against the Front Royal-Warren County Economic Development Authority (WCEDA) not to exceed $200,000. These funds have been expended and Council is now requested to increase the threshold for on-going legal services provided by Damiani & Damiani for litigation involving the Front Royal-Warren County Economic Development Authority (WCEDA). Council previously allocated an additional $158,139.00 for potential litigation fees for on-going litigation, but Council has not authorized payment. The $158,139.00 remains budgeted and unspent. Per the Virginia Public Procurement Act (V.P.P.A.) 2.2-4344 Exemptions from competition for certain transactions, "The purchase of legal services, provided that the pertinent provisions of Chapter 5 (2.2-500 et seq.) remain applicable, or expert witnesses or other service associated with litigation or regulatory proceedings."*

Town Attorney George Sonnett advised that the original authorization was in 2019, noting that lawsuits were dormant for the most part right now. Councilman Rogers questioned how the money was spent. Mr. Sonnett advised that it was detailed hourly billing invoiced to the Council and paid by the Town. It was confirmed that this was on an "as needed" basis.

Councilwoman Morris moved seconded by Vice Mayor Sealock that Council increase the threshold for on-going legal services provided by Damiani & Damiani for the Town's litigation involving the Front Royal-Warren County Economic Development Authority (WCEDA) not to exceed $250,000 (an additional $50,000).

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

CLOSED MEETING

Councilman Ingram moved seconded by Vice Mayor Sealock that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, Town Attorney and appointments to the Planning Commission and Board of Zoning Appeals.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Councilman Rapport moved seconded by Councilwoman Morris that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard,

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discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Approved by Town Council

Adjourned meeting at 8:52pm Date: ----------

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TOWN COUNCIL WORK SESSION MINUTES

Monday, June 12, 2023

Town Hall Conference Room

The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.

Councilwoman DeDomenico-Payne moved seconded by Councilwoman Morris that Council appoint Town Manager Joseph Waltz as Clerk Pro Tempore for tonight's meeting June 12, 2023.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL by the Mayor

ROLL CALL BY CLERK PRO TEMPORE JOSEPH WALTZ

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

ABSENT: Clerk of Council Tina L. Presley

OTHERS PRESENT: Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Various members of the staff and public

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Presentations:

A. Revitalization of Former Youth Center by Samantha Barber of *Reaching Out NOW [RON]*– Founder and President of *RON* Samantha Barber introduced Chairman of the Board/Director of Finance & Business Strategies and husband Joe Barber and Board Member/Secretary Sina May to Council. Packets of information were passed out to Council containing information about the organization and their proposal. Mrs. Barber gave a presentation *"A Reimagined Student Union and Leadership Center – A space to safely connect, call their own, and rediscover their sense of belonging"*. The presentation included: 1) information about *RON's* mission, non-profit 501c3 status and the programs they offered (leadership, empowerment, service); 2) more in depth of their three programs; 3) Partnerships; 4) Challenges (isolation, responsibility, environment); 5) Goals - create a safe place with positive role-models and mentoring and where they can feel invested and have fun; 6) Community Leadership Support (law enforcement, Warren County Public Schools, School Administration); 7) Timeline; 8) Town and County Support (items and costs through the

end of 2025 from the Town totaling $25,000[staffing] and $25,000[equipment/furniture]); and 9) picture of plaque currently hanging on the former youth center building.

Councilwoman DeDomenico-Payne noted that she had sent some questions to *RON* to be answered tonight. They included: 1) What is your revenue in previous years, what has your budget been like for the past few years and what primary sources of funding are there? 2) What is your experience managing budgets and personnel? 3) Who are you partnering with? 4) Do you have any state or national affiliations or services that provide oversight? 5) How did you come up with the request for two years of funding and what are your plans for non-local government sustainability? Ms. May advised that they were not able to work with students in the focus groups as planned due to the closing of the schools earlier than usual this year so they transitioned to speaking with parents and teachers, but they will continue researching on what the students would like to see in a youth center. Ms. May advised that along with their scholarships staff took the kids on bus trips and field trips. Mrs. Barber advised that she and her husband had extensive experience and background in finance and management. Ms. May explained their projected budget noting grass roots funding. She advised that they did not have any state or national affiliations or services that provided oversight reenforcing that they go strictly by what the community wants. She opined that it would take 18-24 months to build sustainable non-local government funding by getting support through existing relationships in the community and reaching out to additional businesses. She stated that with Council's support they would be able to set the groundwork and build something awesome for the kids. She advised that initial funding from the Town would go towards staff so there was someone there with the kids and that they would also be focused on security. Mrs. Barber opined that their vision is working together and getting buy-in from the public to get support for the vision they have.

Vice Mayor Sealock opined that the proposal was a great idea but recognized the amount of work.

Councilman Rappaport stated that some things never changed like isolation, responsibility, and environment and that every community needed a youth center which had been a void in Front Royal for many years. While he noted that churches have many events for the youth, a youth center is more global and brings people together from all walks of life.

Councilman Rogers advised that he grew up in a small town and that most communities had recreation departments always giving a place for kids to learn various activities and socialization. He agreed that a youth center was well overdue in Front Royal and felt like $50,000 was "chump change" compared to the impact on the kids. He thanked members of *RON* for their involvement in the programs and said that he looked forward to the opening of the youth center.

Councilman Ingram advised *RON* that there were resources available to help cover some of the costs. Mayor Cockrell suggested that *RON* reach out to various groups in the area for donations of equipment and furniture. She felt sure that as their proposal was released to the public the community would want to help since it is an opportunity that would benefit the kids and the community, allowing a healthy place for kids to go.

Mrs. Cockrell reminded Council that tonight was for Council to hear information and decide what the next steps should be. She advised that they were currently at the end of one budget cycle and approved a new one that begins July 1st. She continued that if there was support from Council it would have to be determined where to find the money in the budget. She voiced concern that the kids living within the Town limits would have easier access and more direct benefits than those who lived outside the Town limits. Councilwoman Morris stated that due to the pandemic there was an entire generation that not only needed

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to be engaged but brought out of isolation. She agreed with the Mayor that the budget was set and it would be difficult to go back and reallocate funds and/or find funding. She noted that there was a lot of information to dissect, and Council received it only a week ago. She suggested that the next step be for Council to work with staff on a solution. She voiced concern that other organizations would like money too and reminded *RON* that Warren County had a list of non-profits they supported and was within their budget to do so where the Town does not. She was adamant that Council justifies the taxpayers' expenses. Mrs. Barber advised that they were there to work together and listen. Mr. Rogers suggested that the Council and Finance Department do everything possible to find $50,000 if there was a commitment to the youth.

Ms. DeDomenico-Payne suggested that *RON* speak with The Warren Coalition about their programs that were started recently, as well as the youth centers and boys/girls clubs in the Winchester area since they have had struggles. She urged them to learn from others. She voiced concern on what will make the at-risk youth come. Mr. Sealock opined that kids will come, and others will follow. Mr. Ingram reiterated the suggestion to reach out to other community service groups to talk with the students as well as reaching out to adults in leadership.

Mr. Rappaport noted that *RON* has proven they are capable. Ms. Morris agreed that they had proven their success and appreciated the work they had done and the families they had impacted; however, it was Council's turn to do the work and review the information given.

Mrs. Cockrell voiced concern about the 8th – 12th graders, especially when they begin driving, and suggested that maybe once a month 6th and 7th graders could attend, noting that the community does not get to them soon enough. She reiterated that Council would look over information and get back with them.

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B. Speed Cameras by Randy Campbell of Blue Line Solutions and Approve Procure Speed Camera Enforcement Services in School Zones, FY24 Budget Amendment/Budget Transfer

Chief Magalis introduced Randy Campbell of Blue Line Solutions [Blue Line] noting he was retired from the Virginia State Police. Mr. Magalis advised that a speed study was conducted in the four school zones Skyline Middle School, Warren County Middle School, Ressie Jeffries Elementary School, and A.S. Rhodes Elementary School, noting the study included the percentage of vehicles who drove through these zones during various times in the mornings and afternoons and who were going over 10 miles an hour.

Councilman Rogers questioned the return on investment, how many tickets were given in the past and what the potential was with the cameras. Chief Magalis advised that the officer in the car cost money and the cameras were always there. Chief Magalis reminded Council that the purpose of the project was not the revenue but safety. Mayor Cockrell commented that there were kids in the cars who were going over the speed limit. Mr. Rogers suggested letting the community know how dramatic the numbers were.

Randy Campbell advised that Blue Line was owned and operated by retired law enforcement who could speak to safety. He continued by explaining the process: 1) kick off a 30-day customized public information campaign; 2) 30-day warning period; 3) go live meaning enforcement will begin; 4) citations processed; 5) Blue Line sends out the fines; 6) fines are paid to Blue Line as authorized in the Virginia State Code §46.2 not exceeding $100 and considered a civil penalty where nothing goes on anyone's license or insurance; 7) proceeds go back to Front Royal. He explained that $75.00 of every citation issued goes to Front Royal and $25.00 goes to Blue Line for all processing fees. He further explained that Blue Line comes in and installs everything at zero cost to Front Royal and there were no lease fees.

Councilman Rappaport questioned the $75,000 that Blue Line proposed as the cost of installation, infrastructure, development, and implementation of the camera system. Mr. Campbell confirmed that the Town was not billed for anything, and Blue Line was not worried about costs since they had many localities in Virginia and other states participating. He reiterated that there was zero risk but a ton of rewards from a safety perspective.

Chief Magalis suggested that funds could be applied to public safety like sidewalks or the most recently proposed Student Union. Mr. Rogers confirmed that there was no interest on the $75.00 and $25.00 collections.

Mr. Rogers questioned whether the cameras were preset for 10 miles an hour and above. Mr. Campbell advised that the cameras captured all the speeds and only those 11 miles an hour and above would be cited. It was noted that the Town could have a digital speed sign at each location at no extra cost. It was confirmed that a schedule would be developed to determine school holidays, snow days, etc. when the cameras will not be activated. Mr. Rogers voiced concerns that some drivers will be considered reckless. Mr. Campbell advised that they were legislative bound to the $100.00.

Town Attorney George Sonnett advised that the "purchase" was under a cooperative procurement being vetted by Wythe County, Virginia and that he proposed to look through the contract in depth.

Town Manager Joe Waltz advised and confirmed that if Council approved on June 26th the camera system could be up and running by early November. Council agreed to place on the June 26th agenda.

Old Business

A. Update from NVR – Saddle Crest for a Rezoning Application Amendment of the Town Zoning map to Reclassify Approximately 43.9 Acres from Estate Residential District R-E to Residential District R1A

Lauren reminded Council that this was a rezoning application amendment to the Town Zoning Map to reclassify approximately 43.9 acres from Estate Residential (R-E) to Residential District (R1A). She noted that NVR had submitted a revised set of proffers and a second concept plan for Council to review.

Councilman Rappaport questioned the land dedication for the east/west connector road from adjoining property owners. Councilwoman Morris was under the impression that the other landowners were in discussions with the developer about their portion of the road that would cross their land but noted that there has not been any updates and landowners could do what they pleased with their property with it being no fault of NVR.

Vice Mayor Sealock confirmed that if the east/west connector road was not completed there would not be a second entrance. Ty Lawson from NVR advised that there would only be one entrance at Shenandoah Shores Road but would be wide enough. He confirmed that they plan to begin the east/west connector road as part of their development. Ms. Morris advised that the other property owners must be willing to "play ball". Mayor Cockrell thanked NVR for helping with the road but noted that no one can predict what someone else was going to do. Mr. Lawson advised that the adjoining landowner(s) have all the documents to make a decision and NVR had addressed issues the best they could but stated that they [landowners] were just not ready to make a decision. Councilwoman DeDomenico-Payne questioned the proffers. It was confirmed that the proffers run with the land and one landowner has not done anything.

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Mr. Lawson of NVR advised that they were ready to have a public hearing. Council agreed to advertise for a public hearing on July 24th.

Mr. Rappaport voiced concern on improving the intersection at Happy Creek Road and Shenandoah Shores Road by a possible flyover. Mr. Lawson advised that he was not aware of any funding available for a flyover.

Discussions

A. Request to Vacate a Portion of an Unimproved Alley and North Street Extended South of the Intersection of North Street and Orchard Street from Jay McCarty

Town Manager Joe Waltz read the summary: *The applicant is requesting the vacation of 13,001 square feet of North Street Extended terminus south of the intersection of North Street and Orchard Street and a portion of unimproved alley adjacent to the southern property boundary. Public Works and Energy Services do not have comments or concerns. Planning Staff comments that these alleys provide a mechanism for future utility extension without demolishing streets. The next steps in the vacation process:*
Advertise for a public hearing and notify the abutting property owners of the hearing.

- *Council may deny the application.*
- *Council may postpone action and appoint viewers to view the public right of way.*
- *Council may pursue the sale with a 2nd public hearing.*
- *Council may discuss in a closed before the next public hearing on the sale price.*
- *Council approves the sale by ordinance at a previously negotiated price during 2nd public hearing.*

Councilwoman Morris suggested that for transparency and consistency's sake Council appoint a Viewing Committee before the public hearing so the information would be available. Councilman Ingram agreed.

Mayor Cockrell confirmed that the adjoining property owners would be notified first and maybe have the Viewing Committee in place during the 30-day period. Director of Planning Lauren Kopishke advised that there were no comments from the Planning Department other than underground infrastructure may be needed in the future in the area of the proposed vacation. Councilman Rogers advised that he was concerned and interested in input from the community as well as Ms. Kopishke's comment about underground infrastructure in the future. Councilman Rappaport agreed.

Mayor Cockrell advised staff to advertise for a public hearing for July 24th and notify property owners and at same time appoint a Viewing Committee. Mr. Waltz and Town Attorney George Sonnett advised what the Viewing Committee's job was.

B. Urban Agriculture – Bees, Chickens and Rabbits

Director of Planning Lauren Kopishke advised that Town Code currently required a permit for the keeping of bees, chickens, or rabbits on less than an acre in Town limits. She gave an overview of the process staff goes through for approval. She advised that there were close to sixty (60) urban agriculture permits in the system that required annual inspections. She asked for guidance from Council on what they wanted. She recommended the following: 1) not going over ten (10) chickens; 2) increase setbacks or 3) increase square footage per chicken.

Mayor Cockrell noted that she understood why people had concerns based on her own experiences with neighbors. Councilwoman Morris advised that Front Royal was a rural town with record high inflation. She noted that urban agriculture was trendy, and people were seeking their own chickens for eggs. She suggested changing the Town Code based on lot size. Councilman Rogers agreed. Councilman Rappaport

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believed Front Royal was more urban because of tight density and favored the Blacksburg Ordinance placed in the packet.

Councilwoman DeDomenico-Payne questioned whether the public was receiving education about urban agriculture. Ms. Kopishke advised that when Management Plans are received by applicants, they are guided at that time especially making sure they are not a nuisance. She added that chickens cannot be butchered in the yard and roosters are not allowed.

Council agreed to increase number of chickens based on square footage with no comments on bees or rabbits and to come back to the August 7th work session. Ms. Kopishke advised that there needed to be a referral to the Planning Commission to take up a text amendment in Chapter 175. Town Manager Waltz advised that it would be back August 7th with referral to the Planning Commission and formal approval at the August Regular Meeting and a Public Hearing to amend Town Code in September.

Items Slated for Consent Agenda on June 26th

A. Resolution for Town of Front Royal Employee Appreciation Week - Town Manager Joe Waltz gave an overview and advised that he would be updating the resolution for approval on June 26th.

B. Sole Source Traffic Signal Camera Detection System Replacement at N. Shenandoah Avenue/14th Street Intersection – Purchasing Manager Michelle Campbell gave a brief overview of the purchase of the traffic signal camera detection replacement. Mr. Waltz confirmed that there would be capability of a senor but would not be activated. Councilman Rogers voiced concern about being locked into a particular manufacturer and to keep this in mind moving forward. Council agreed to place under Consent Agenda on June 26th.

C. Sole Source Traffic Signal Cabinet Replacement at S. Royal Avenue/Criser Road Intersection - Ms. Campbell gave a brief overview of the purchase of a traffic signal cabinet replacement. Council agreed to place under the Consent Agenda on June 26th.

D. Sole Source for Turbidimeters and Controller Water Analysis Equipment for Water Plant - Ms. Campbell gave an overview of the purchase of turbidimeters and controller water analysis equipment. It was noted that they were the only company who sold and repaired the equipment. There was discussion about upgrading equipment versus purchasing parts for existing equipment. Council agreed to place under Consent Agenda on June 26th.

E. Receive Donation of Used Tasers from Loudoun County Sherriff's Office - Chief Magalis advised Council that he had six (6) functional tasers in the Police Department and was attempting to replace them with the donation from Loudoun County Sheriff's Office as they were going to a different model. Councilwoman DeDomenico-Payne questioned whether they were being tested as to their working order. Chief Magalis advised that there would be some better than others, but it would help to get the department through for the next few years. Mr. Waltz advised that the tasers were currently in the Town's possession but would not be used until after Council's approval. Council agreed to add to the Consent Agenda on June 26th.

F. Receive Donation of Police Bicycles from Winchester Police Department

Chief Magalis advised that the Police Department currently had three (3) bikes that were 25 years old, noting they were good bikes but just old and heavy. The donated bikes from Winchester Police Department were about 10 years old. Council agreed to add to the Consent Agenda on June 26th.

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Mayor Cockrell advised that there would be an item added to the June 26th agenda to cancel the July 3rd regular work session.

CLOSED MEETING

Councilman Rappaport moved seconded by Councilman Ingram that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, Town Attorney

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Councilman Ingram moved seconded by Councilwoman Morris that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Approved by Town Council

Adjourned meeting at 10:15pm Date: ----------

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Council Regular Agenda Statement

Item #06B

Meeting Date: June 26, 2023

Agenda Item: Proclamation for "*Employee Appreciation Week"* for All Employees of the Town of Front Royal

Summary: Council is requested to approve a proclamation proclaiming July 23 – 29, 2023 as "*Employee Appreciation Week" f*or all employees of the Town of Front Royal.

Budget/Funding: None

Meetings: Work Session held June 12, 2023

Proposed Motion: I move that Council approve a proclamation proclaiming July 23 – 29, 2023 as "*Employee Appreciation Week"* for all employees of the Town of Front Royal, as presented.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

PROCLAMATION
EMPLOYEE APPRECIATION WEEK
July 23 – 29, 2023

WHEREAS, employees are professionals who provide quality public service to the Town of Front Royal residents, customers and visitors seven days a week, 24-hours a day, in all types of weather; sometimes working outside their normal job duties to assist during an emergency and/or during unforeseen circumstances; and,

WHEREAS, during those time of working after hours employees are taken away from their families for long periods of time which is a reflection of their dedication and accountability to the people in their community in times of safety and inconveniences; and,

WHEREAS, Town employees assist turning chaos into order, confusion into clarity and bringing peace for today to create a vision for tomorrow within the organization and the Town of Front Royal; and,

WHEREAS, the Town of Front Royal has 167 full and part-time employees recognized in the departments of:

Attorney
Community Development/Tourism
Energy Services
Finance/Purchasing
Human Resources
Information Technology
Manager
Planning/Zoning
Police
Public Works
-Water Treatment Plant
-Wastewater Treatment Plant
-Solid Waste/Recycling
-Streets
-Horticulture
-Sign Shop
-Water/Sewer
Vehicle Maintenance

NOW, THEREFORE BE IT RESOLVED that the Mayor and Town Council of the Town of Front Royal, Virginia hereby express deep and sincere gratitude to all the employees of the Town of Front Royal for their ultimate sacrifices and vital contributions to all our citizens; and,

BE IT FURTHER RESOLVED that July 23 – July 29, 2023 be designated as *"Employee Appreciation Week*" for all employees of the Town of Front Royal.

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

This proclamation was adopted by the Town Council of the Town of Front Royal, VA on June 26, 2023

Council Regular Agenda Statement

Item #07A

Meeting Date: June 26, 2023

Agenda Item: PUBLIC HEARING – Special Use Permit for Short-Term Rental at 211 S. Royal Avenue - Vesta Property Management

Summary: Council has received a request from Vesta Property Management for a Special Use Permit to allow a Short-Term Rental at 211 S. Royal Avenue *(tax map 20A7-4-105)*. The property is zoned C-1, Community Business District and located in the Historic Overlay District. The applicant is requesting to rent the whole house with three (3) bedrooms and no more than six (6) occupants at a time. Staff has determined there is sufficient off-street parking for this use. The Planning Commission held a public hearing on this request on May 17, 2023 and recommended approval of the Special Use Permit with no conditions.

Budget/Funding: None

Meetings: Work Session held June 5, 2023.

Proposed Motion: I move that Council approve the request from Vesta Property Management for a Special Use Permit allowing a Short-Term Rental at 211 S. Royal Avenue *(tax map 20A7-4-105)* as presented.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

Planning Commission Regular Meeting
May 17, 2023

APPLICATION #:
2200402

APPLICANT:
Vesta Property Management

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located 211 S. Royal Avenue. The applicant intends to rent the whole house.

GENERAL INFORMATION:

Site Addresses	211 S. Royal Avenue
Owner(s)	Fidman Investments LLC
Zoning District	C-1, Community Business District
Historic District	Yes
Tax Identification	Tax Map #20A7-4-105
Request/ Recommendation	The Applicant is requesting to rent the whole house with three (3) bedrooms and no more than six (6) occupants at a time. Staff have determined there is sufficient off-street parking for this use. Staff recommends approval and does not have any recommended conditions.

View of Front Elevation – 211 S. Royal Avenue



Aerial Zoning Map (Warren County GIS)



Attachment: Application

Council Regular Agenda Statement

Item #07B

Meeting Date: June 26, 2023

Agenda Item: PUBLIC HEARING – Special Use Permit for Short-Term Rental at 1121 John Marshall Highway - Cook Realty LLC

Summary: Council has received a request from Cook Realty LLC for a Special Use Permit to all ow a Short-Term Rental at 1121 John Marshall Highway *(tax map 20A103-8)*. The property is zone R-1, Residential District. The property consists of three (3) parcels with a primary and accessory structure located on two (2) lots. The applicant is requesting to rent the single structure with three (3) bedrooms and no more than six (6) occupants at a time. Parking is limited to three (3) cars in the driveway. The Planning Commission held a public hearing on this request on May 17, 2023 and recommended approval of the Special Use Permit with the following conditions:

1) The Special Use Permit is contingent upon the units passing staff inspection before commencement of use.
2) The Special Use Permit is valid for one year, at which time the applicant must reapply. The application will be waived.

Budget/Funding: None

Meetings: Work Session held June 5, 2023

Proposed Motion: I move that Council approve the request from Cook Realty LLC for a Special Use Permit to allow a Short-Term Rental at 1121 John Marshall Highway *(tax map 20A103-8)* as presented and upon the following conditions:

1) The Special Use Permit is contingent upon the units passing staff inspection before commencement of use.
2) The Special Use Permit is valid for one year, at which time the applicant must reapply. The application will be waived.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

Planning Commission Regular Meeting
May 17, 2023

APPLICATION #:

2300214 - Special Use Permit – Short-Term Rental

APPLICANT:

Cook Realty LLC

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located 1121 John Marshall Highway. The applicant intends to rent the whole house.

GENERAL INFORMATION:

Site Addresses	1121 John Marshall Highway
Owner(s)	Cook Realty LLC
Zoning District	R-1, Residential District
Historic District	No
Tax Identification	Tax Map #20A103-8
Request/ Recommendation	The Applicant is requesting to rent the whole house with three (3) bedrooms and no more than six (6) occupants at a time. Parking is limited to three (3) cars in the driveway. An inspection of the structure has not occurred because the structures are not complete. The parking area is also not complete.

SUMMARY:

The applicant is seeking approval for a short-term rental to be located at 1121 John Marshall Hwy. This property consists of 3 parcels with a primary and accessory structure located on two lots. This parcel contains a single structure with 3 bedrooms. The applicant intends to rent this structure as a single unit to no more than 6 people.

Staff recommends approval with the following conditions:

1. The special use permit is contingent upon the units passing staff inspection before commencement of the use.
2. The special use permit is valid for one year, at which time the applicant must reapply, the application fee will be waived.

Aerial Zoning Map (Warren County GIS)



1121 John Marshall Highway



Attachment: Application



THE TRELLIS

LUXURY ACCOMMODATION & SMALL EVENT
SPACE WITH SMALL TOWN CHARM

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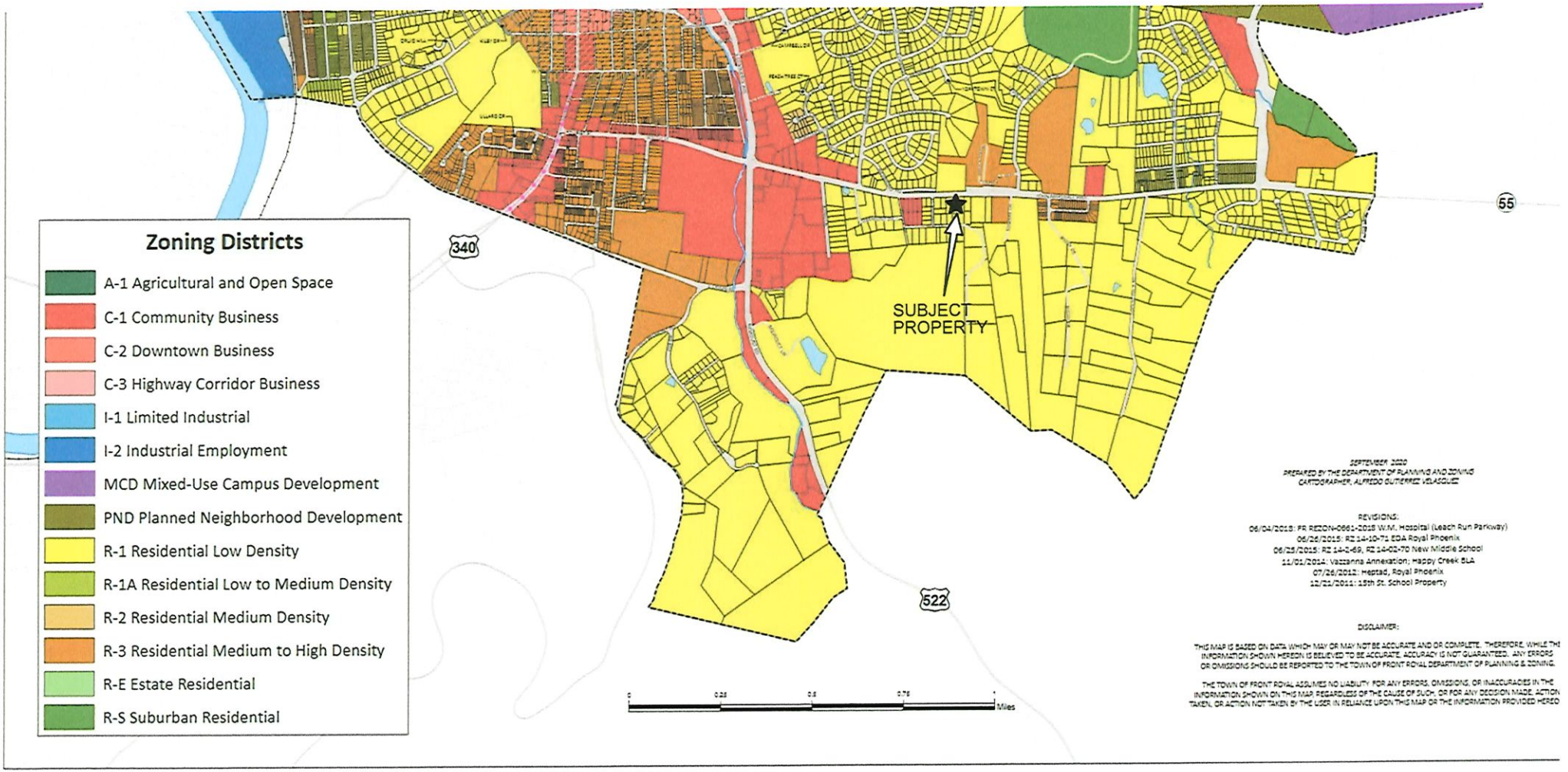
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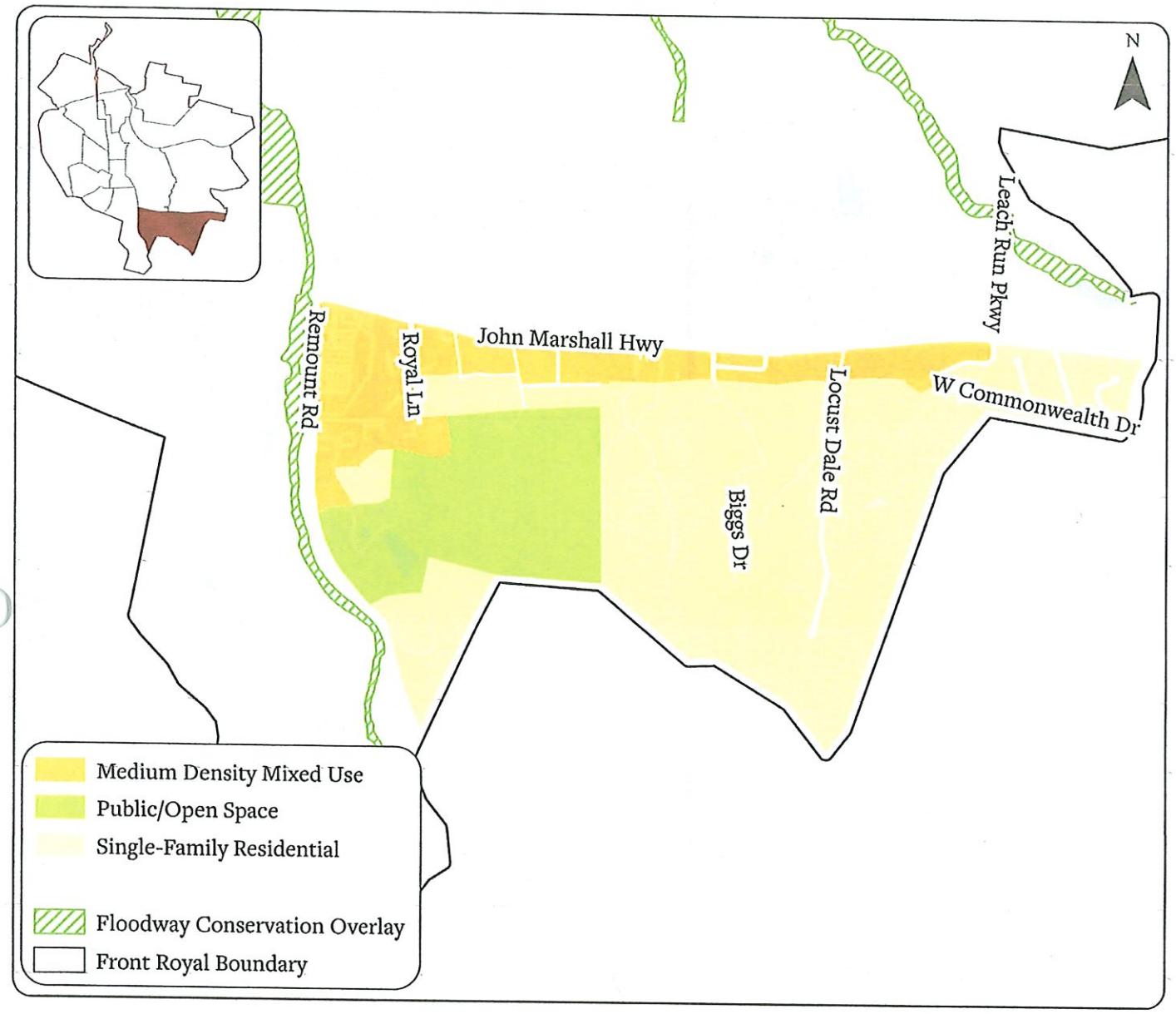
07 The Trellis and "Tourism & Economic Stability"

08 The Trellis and its Community Support

Responsive & Accountable Governance

Objective/Strategy	Implementation Date	Responsible Party
The Town shall take a fiscally conservative stance to ensure its long-term fiscal strategies and plans support identified capital projects and needs.	Ongoing	TC, PC, all Town staff
The Town's staff will be accessible and responsive to the public.	Ongoing	All Town staff
The Town's decision-making process will be open and transparent.	Ongoing	TC, PC, all Town staff
High levels of public participation are encouraged in public board and commission meetings	Ongoing	TC, PC, all Town staff
The Town will strive to cooperate with local and regional government partners.	Ongoing	TC, PC, all Town staff
The Comprehensive Plan will be consulted along with other guiding documents as the primary basis for decision-making regarding land use and transportation.	Ongoing	TC, PC, P&Z staff
The Comprehensive Plan will be updated or reviewed every five years, per the Code of Virginia.	Ongoing	TC, PC, P&Z staff
Consistent engagement with the community shall be maintained via town halls or surveys on resident satisfaction.	Ongoing	TC, PC, all Town staff
Allow citizens to test "pilot projects" for ideas on how to improve the Town	Ongoing	TC, PC, all Town staff, in collaboration with and support of citizens
Ensure that all voices are heard in the community when surveyed.	Ongoing	TC, PC, all Town staff
Ensure that revenues adequately support current and future service and infrastructure needs.	Ongoing	TC, PC, and all Town staff
Support funding for increasing the number of staff available for code enforcement.	Ongoing	TC, PC, and P&Z staff
Upgrade the Town's fleet when feasible to electric vehicles, allow for electric vehicle charging stations throughout the Town.	As opportunity/funding is available	TC, all Town staff


Zoning Districts
A-1 Agricultural and Open Space
C-1 Community Business
C-2 Downtown Business
C-3 Highway Corridor Business
I-1 Limited Industrial
I-2 Industrial Employment
MCD Mixed-Use Campus Development
PND Planned Neighborhood Development
R-1 Residential Low Density
R-1A Residential Low to Medium Density
R-2 Residential Medium Density
R-3 Residential Medium to High Density
R-E Estate Residential
R-S Suburban Residential
340
55
522
SUBJECT PROPERTY
0
0.25
0.5
0.75
1
Miles
SEPTEMBER 2020
PREPARED BY THE DEPARTMENT OF PLANNING AND ZONING
CARTOGRAPHER, ALFREDO GUTIERREZ VELASQUEZ
REVISIONS:
06/04/2018: FR REZON-0661-2018 W.M. Hospital (Leach Run Parkway)
06/26/2015: RZ 14-10-71 EDA Royal Phoenix
06/25/2015: RZ 14-3-69, RZ 14-02-70 New Middle School
11/01/2014: Vazzanna Annexation; Happy Creek BLA
07/26/2012: Heptad, Royal Phoenix
12/21/2011: 15th St. School Property
DISCLAIMER:
THIS MAP IS BASED ON DATA WHICH MAY OR MAY NOT BE ACCURATE AND OR COMPLETE. THEREFORE, WHILE THE INFORMATION SHOWN HEREON IS BELIEVED TO BE ACCURATE, ACCURACY IS NOT GUARANTEED. ANY ERRORS OR OMISSIONS SHOULD BE REPORTED TO THE TOWN OF FRONT ROYAL DEPARTMENT OF PLANNING & ZONING.
THE TOWN OF FRONT ROYAL ASSUMES NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION SHOWN ON THIS MAP, REGARDLESS OF THE CAUSE OF SUCH, OR FOR ANY DECISION MADE, ACTION TAKEN, OR ACTION NOT TAKEN BY THE USER IN RELIANCE UPON THIS MAP OR THE INFORMATION PROVIDED HEREO


N
Leach Run Pkwy
John Marshall Hwy
Remount Rd
Royal Ln
Locust Dale Rd
W Commonwealth Dr
Biggs Dr
Medium Density Mixed Use
Public/Open Space
Single-Family Residential
Floodway Conservation Overlay
Front Royal Boundary

11. HAPPY CREEK

Area Description

The Happy Creek Planning Area consists of 679.8 acres. The planning area is generally located between Happy Creek and an unnamed stream that connects with Leach Run. The eastern boundary consists of Commerce Avenue, a railroad used by Norfolk Southern Railroad, and Happy Creek. The northern boundary is the railroad. At the planning area's eastern edge is an unnamed stream channel connecting with Leach Run; and to the south is John Marshall Highway.

Opportunities

- Established single-family residential areas with relatively low traffic volumes on most local streets.
- Commercial properties located along John Marshall Highway and Commerce Avenue. Businesses along the two routes provide many services to the community and contribute to the Town's overall economic vitality.
- Happy Creek.
- Several undeveloped tracts of land.

Challenges

- Approximately 15.5% of area in flood plain areas (2008 Comp. Plan Amendment).
- Approximately 17.5% of area in steep slopes. (2008 Comp. Plan Amendment – slopes >25%).
- Few sidewalks and other pedestrian facilities.
- Large number of dead-end streets (cul-de-sacs).

Action Strategies

- Expand the Town's trail network to include a trail that connects Happy Creek Road with John Marshall Highway. Such a trail could follow Sycamore Lane and the unnamed stream channel to Leslie Fox Keyser Elementary School and extend to connect with sidewalks along Westminster Drive.
- Provide improved east/west mobility, particularly for pedestrians and bicyclists.
- Support, encourage and/or promote projects that offer any of the following while also adequately addressing infrastructure needs: affordable housing, neotraditional design practices, low-impact best management practices.
- Support, encourage and/or promote projects that offer redevelopment of existing properties that are under-developed or in disrepair.
- Implement traffic calming measures in existing residential areas to enhance pedestrian and bicycle safety as well as increasing access to more predominantly commercial corridors.
- Coordinate with representatives of Warren Memorial Hospital to address concerns regarding vehicle speeds and safety overall.
- Ensure that development along Happy Creek addresses conservation areas.

14. SOUTH EAST

Area Description

The South East Planning Area consists of 543.8 acres. The planning area boundary begins in the east at the Town/county boundary near Heritage Subdivision and the intersection with Leach Run Parkway. The southern boundary follows the Town/County boundary line until reaching Remount Road (Route 522) at the western extent of the planning area. The northern boundary is John Marshall Highway.

Opportunities

- Major arterial streets.
- Views of woodland hillsides.
- Contains a concentrated commercial development focused around the intersection of John Marshall Highway and Remount Road.

Challenges

- Steep slopes and hills that will cause significant erosion and other development challenges if developed.
- Vacant land is not generally suitable for development.
- Several major private streets have limited Town services.

Action Strategies

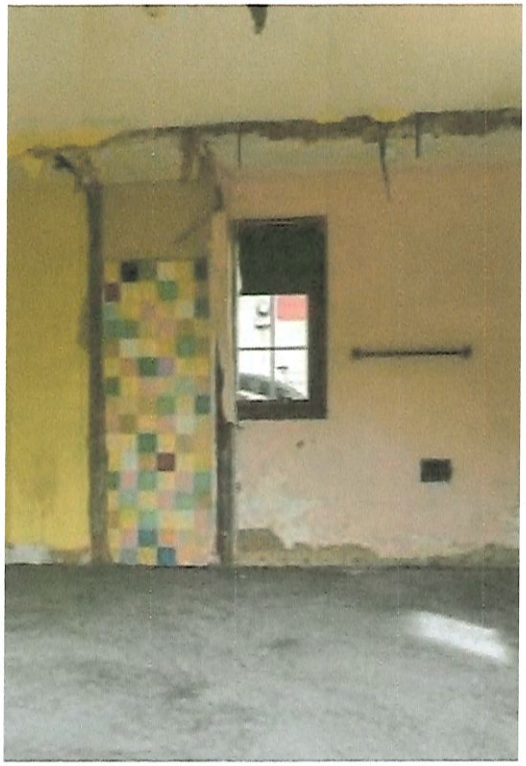
- Increase new commercial development along Remount Road, south of Gateway Plaza.
- Limit new development in areas of steep slopes to single family dwellings on existing lots.
- Where possible, seek to connect existing local streets.
- Support redevelopment and new development of multi-family development.
- Consider the feasibility of extending public water and sewer services to lots currently located on private streets.
- Enhance wayfinding and directional signage.
- Landscaping enhancement and preservation of wooded areas is recommended for new development activities and redevelopment of existing sites.
- Allow mixed-use development in commercial areas, such as residential units on the upper level of buildings. Encourage redevelopment of commercial areas.
- Evaluate how to work with property owners and add landscaping and/or stormwater retention facilities within large parking lots, such as, but not limited to, the parking lots of Gateway Plaza.
- Add a crosswalk/pedestrian infrastructure at the intersection of East Criser Road and Remount Drive.
- Pursue bicycle and pedestrian infrastructure, as well as additional transit service, to ease car congestion on John Marshall Highway. Collaborate with VDOT on roadway modifications for the corridor, as appropriate.

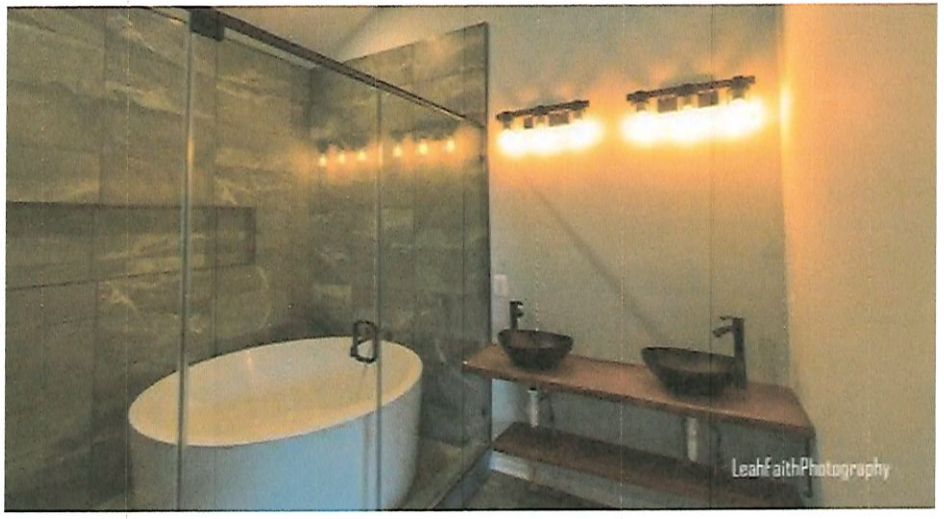
Goal Statement

"Preserve the sociable and attractive charm of our Town's character by encouraging community participation, promoting local events, and preserving its stock of historic buildings."

One of the most repeated things people enjoyed about Front Royal, during the community engagement process, was "small town charm." With deeper conversation around what this means, people tend to state their appreciation for small businesses. Local spots where they are familiar with the staff, or stores where they see other community members. There's also expressed appreciation of the quick access to nature, through community parks or views of the surrounding mountains, lack of major traffic congestion, historic architecture, and more. It's clear that the phrase attempts to capture many aspects of quality of life under one name. The objectives and strategies in this section seek to enhance that feeling of character and charm by promoting cleanliness and aesthetics, historic preservation, local revitalization, and arts and culture. With these strategies, preserving "small town charm" can be forward-looking towards the future rather than being only concerned that new developments will erode the character of the Town.

REVITALIZATION





Taking the property from utter disrepair to a luxurious and unique showpiece. The Trellis could easily partner with FR Special Events staff to offer property tours of its lush landscaping and stunning rehabilitation. The space, now enclosed in a privacy fence, offers the opportunity for townspeople & visitors to host family events, corporate or religious retreats, and luxury weekends.

HISTORY RENEWED



WILSON'S MOTOR COURT — FRONT ROYAL, VA.

Originally, The Trellis was built as Wilson's Motor Court and had two additional cottages.

Cook Realty preserved as much of the original structure as possible and honored the architecture where possible,



Small Town Character

Objective/Strategy	Implementation Date	Responsible Party
Historic Preservation: Front Royal has a wealth of historic buildings but many are in a state of disrepair. When restored, these buildings can be a beautiful entrance to the town and downtown.		
Continue to maintain standards for, and encourage, historic preservation of buildings throughout the Town. Review and amend Historic District Guidelines for consistency and clarity.	Year one, ongoing	BAR, P&Z staff
Restore and encourage the development of attractive buildings in town and entering town.	Ongoing	BAR, P&Z staff, PC, and TC
Expand the historic district to include Riverton Historic area.	Year one	BAR, P&Z staff, PC, and TC
The Town will pursue working with the State to become a Certified Local Government, this would allow the Town to receive funding for historic preservation efforts.	Year one	BAR, P&Z staff, PC, and TC
Downtown Revitalization: A vibrant downtown is active day and night. Front Royal can increase evening activity through more music events and venues, educational and cultural events, attractive and diverse restaurants, safe and well-lit streets, and more festivals.		
Pursue the development of a community building downtown for dances or gatherings following the Gazebo Gatherings.	Ongoing, as opportunities arise	FREDA, TC, or other entity
Explore making Main Street a pedestrian mall or shared street and enhancing downtown parking.	Ongoing, as opportunities arise	P&Z staff, PC, TC
Expand the Main Street parking exemption to include portions of Chester St.	Year one	P&Z staff, PC, TC
Encourage new housing development in the downtown area with an emphasis on more owner-occupied units.	Ongoing	P&Z staff, PC, TC
Establish a Buy Local campaign that encourages residents to shop at locally owned restaurants and stores.	Year one	FREDA, local business owners

Small Town Character (Continued)

Objective/Strategy	Implementation Date	Responsible Party
Arts, Culture, & Entertainment		
Develop more events for children and families, such as parades and festivals.	Ongoing	FR Special Events staff
Organize holiday walking tours of historic homes.	Ongoing	FR Special Events staff
Coordinate with local festival and event planners and encourage the creation of new events to ensure that the entire year has something to celebrate in Front Royal. Continue to update and maintain a calendar that promotes local events.	Ongoing	FR Special Events staff
Identify and encourage new types of service-based or entertainment-based events that Front Royal may not have hosted before. These could take place in areas away from the downtown to help "activate" them.	Ongoing	FR Special Events staff
Promote and maintain a seasonal farmers' market.	Ongoing	FR Special Events, P&Z staff
Promote local artists in the community's work through implementing public art, creating a public art market, or other arts related events.	Ongoing	FR Special Events, P&Z staff
Continue to seek funding opportunities for muralists to showcase their work on facades throughout Front Royal, including other areas of Town outside the downtown.	Ongoing	FR Special Events, P&Z staff
Promote local musicians in the community by studying the available events and practice spaces. Include local musicians from a variety of styles in event planning.	Ongoing	FR Special Events

Goal Statement

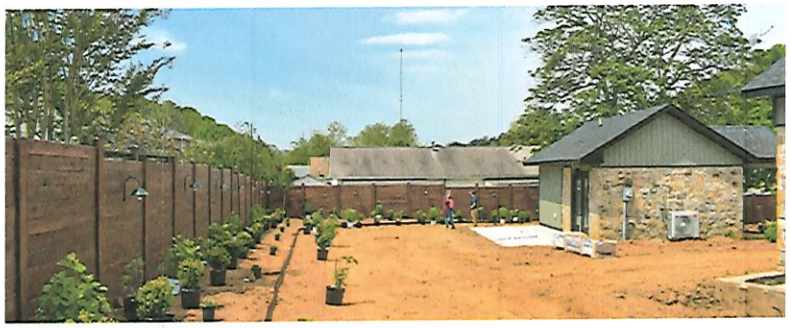
"Create guidelines that ensure development results in a high quality built environment for the enjoyment and prosperity of the community."

People expressed a desire for new shops and restaurants during the community engagement process, however, there was also a strong desire to maintain "small town charm." These objectives and strategies work to ensure that when development is proposed in the Town, there is better guidance on how it can enhance the Town architecturally or as part of the streetscape. Particular emphasis is given to protecting entrance corridors that shape initial impressions of the Town, promoting Traditional Neighborhood Design to enhance walkability and mixed uses, and placemaking to encourage additional amenities for the community.

HIGH-QUALITY DEVELOPMENT

Beautiful Entrance to Downtown

The Trellis now welcomes all to Front Royal on the Main corridor of John Marshall Hwy. It exudes the pride we take in our town and shows visitors we care about our community.



Landscaping

Much time and resources were spent choosing the greenery and trees for the Trellis grounds. This not only improves the corridor but also aids the environment and invites ecotourism



Future Walkability

Situated about a mile away from the Front Royal Gazebo, the Trellis is perfectly suited for the Town's future plans for a bike and walking extension along John Marshall Hwy,

High Quality Development

Objective/Strategy	Implementation Date	Responsible Party
Improvement of Gateways: Attractive and beautiful entrance corridors send a message to visitors that Front Royal cares about community and takes good care of its assets. This is an important message for tourists, prospective employers, and employees. It also contributes to community pride among existing residents. Possible supporting actions or ideas include:		
Encourage the retrofitting/redevelopment of older motels along the northern entrance to Town.	Ongoing	P&Z staff, PC, TC
Prioritize improvement to the gateways from North Front Royal and the National Park (Route 340 and Route 522 and John Marshall Highway.	Ongoing	P&Z staff, PC, TC
Extend the Entrance Corridor Overlay District to include John Marshall Hwy and South Street.	Year one	P&Z staff, PC, TC
Increase the number of street trees in the entrance corridors.	Ongoing	P&Z staff, PC, TC, Public Works
Enforce prohibitions on the use of flashing signs and flags, work with property owners to consolidate their signage to conform to Town regulations.	Year one, ongoing	P&Z staff, PC, and TC (ordinance change), P&Z staff, ongoing enforcement
Traditional Neighborhood Development: Front Royal desires new growth that is consistent with the characteristics of traditional neighborhoods, which include well connected streets, sidewalks, and the potential for mixed use. Possible supporting actions or ideas include:		
Focus on where to place new housing and local/unique retail.	Year one	P&Z staff, PC, and TC (ordinance change)
Continue to concentrate big box retail in existing locations. Big Box retailers and national chains can have a place in the Town, but the focus should be on locally owned businesses. The Town will not encourage the expansion of national retailers/big box entities.	Year one, ongoing	P&Z staff, PC, and TC (ordinance change), P&Z staff, ongoing enforcement
Increase density in areas that are an easy walk or bike to downtown, creating a population that will demand services downtown. The Town and County can help implement this action through zoning ordinances.	Year one, ongoing	P&Z staff, PC, and TC (ordinance change), P&Z staff, ongoing enforcement

High Quality Development (Continued)

Objective/Strategy	Implementation Date	Responsible Party
Traditional Neighborhood Development (Continued)		
Redevelop the Town in a manner that accommodates the population's changing needs. For example, the desire for older residents to "age in place" is an emerging concern.	Year one, ongoing	P&Z staff, PC, and TC (ordinance change), P&Z staff, ongoing enforcement
Create design guidelines for creating shade, wind protection, and shelter from rain through the dimensions and design of buildings.	Year one, ongoing	P&Z staff, PC, TC, property owners and developers
Amend applicable codes and Design Standards to ensure that new mixed-use development, including residential units associated with it, have at least a 12-foot-tall ground floor to allow for flexible use and adaptation over time.	Year one, ongoing	
Widen and maintain sidewalks where possible, particularly in the downtown area.	Ongoing	P&Z, Public Works staff
Design guidelines for storefronts should require transparency and accommodate large windows for visual interest.	Year one	P&Z staff, PC, TC
Amend Design Standards for new mixed use and commercial development to provide more narrow storefronts along a street frontage to improve the vertical rhythm of the streetscape and increase density and diversity for new uses.	Year one	P&Z staff, PC, TC
Amend the Zoning Ordinance and Design Standards to require high quality design that contributes to the Town's built environment.	Year one	P&Z staff, PC, TC
Allow for the development of Accessory Commercial Units where possible.	Year one	P&Z staff, PC, TC
Maintain high standards of landscaping across the Town with particular emphasis on the Entrance Corridor Overlay District.	Year one, ongoing	P&Z staff, PC, TC
Encourage new development to utilize innovative measures to handle stormwater.	Year one, ongoing	P&Z staff, PC, TC

High Quality Development (Continued)

Objective/Strategy	Implementation Date	Responsible Party
Traditional Neighborhood Development (Continued)		
Ensure that required landscaping is maintained from planting to maturity, replacing dead vegetation when necessary.	Year one, ongoing	P&Z staff, PC, TC
Set design standards that encourage walkable development. The Town and County can accomplish this action in the near term through zoning and development codes.	Year one, ongoing	P&Z staff, PC, TC
Placemaking: Placemaking refers to the practice of implementing new uses, such as activities or seating areas in a previously inactive space to increase the "sense of place." This increases community connections to its specific geographic location, rather than being "placeless" or indistinguishable from other places. New development can consider ways to add to placemaking by considering how their development interacts with the streetscape and public realm.		
Utilize placemaking strategies to build many different activities and reasons to be within places throughout the Town, placemaking can include design interventions or event programming to "transform" a space into a different temporary use.	Ongoing	P&Z staff, PC, TC, FR Special Events staff
Encourage or require new development to implement public or semi-public amenities that enhance the public realm.	Year one, ongoing	P&Z staff, PC, TC
Implement unified wayfinding signage across the entire Town at the pedestrian scale, including areas outside of the downtown.	Ongoing	P&Z staff, PC, TC

TOURISM & ATTRACTING LOCAL SPENDING

"When people tell their friends about Front Royal, they will speak about what an enjoyable time they had"

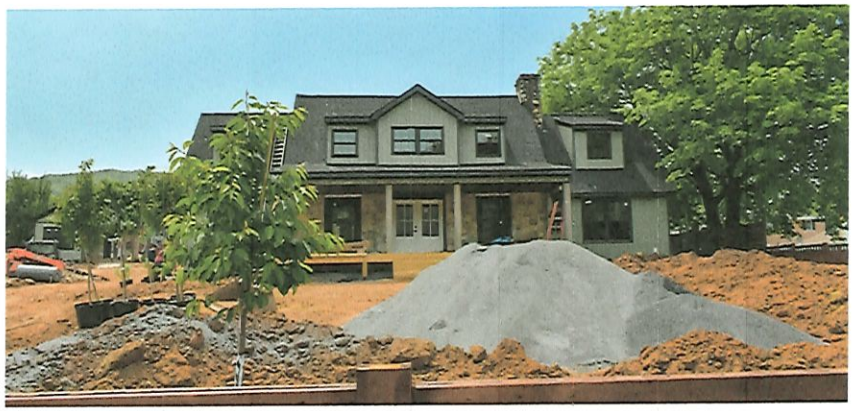
Accomodations

Without downtown accommodations with a luxurious vibe, we leave an opportunity on the table to continue to become a travel destination for not only the Washingtonian Community but nationwide.

Just the start...

By offering upscale stays and events, the Trellis helps continue to put Front Royal on the map. It attracts tourism, which helps our economy grow, which helps our local business thrive, which provides opportunity, which allows our own young adults to stay and flourish instead of leaving in search of a more vibrant community and jobs.





Goal Statement

"Develop Tourism and attractions to further elevate the Town's image as an engaging destination for residents and visitors alike."

Front Royal is already a hub for tourism. With great views of the mountains, changing seasonal foliage, and a vibrant main street, many people come to the Town to spend time. These objectives and strategies aim to link land use and transportation decisions with elevating the Town's image and desirability for travel. Developing consistent branding, unique events, and investing in the necessary facilities such as community spaces or public restrooms will improve the image and material quality of life in Town. One particular area of growth for Tourism in Town is "eco-tourism." Environmentally based tourism that captures mountain bikers or Appalachian Trail hikers is already growing in Town, but with promoting a new shelter or ensuring the bus connects hikers with the main street careful planning can lead to more memorable experiences. When people tell their friends about Front Royal, they will speak about what an enjoyable time they had.

Tourism

Objective/Strategy	Implementation Date	Responsible Party
Tourism: Tourism is another important element of Front Royal's economy. Increasing awareness, lodging and visitor's services will help sustain and grow the Town's tourism industry.		
Develop a Tourism Master Plan.	As needed	P&Z staff in collaboration with Front Royal and Warren County tourism
Utilize social media to raise awareness about events in Front Royal.	Ongoing	FR Special Events staff
Develop a consistent message and brand for Front Royal. For example, "Base Camp for Shenandoah" or "Canoe Capital of Virginia". The Town and County may take the lead with support from local businesses that stand to benefit.	Ongoing	FR Special Events staff in collaboration with local businesses
Market the Town's Civil War history. The Warren Historic Society are knowledgeable and can assist in this effort.	Ongoing	Special Events staff in collaboration with Front Royal and Warren County tourism
Identify a revenue source for marketing and tourism promotion efforts.	Ongoing	FR Special Events staff
Provide clean, usable restrooms for visitors in the Town's public spaces.	As opportunity/funding is available	P&Z staff, PC, TC
Market a Skyline Drive/Shenandoah Valley Scenic Byway. Partner in the branding with National Park Service.	Ongoing	Special Events staff in collaboration with Front Royal and Warren County tourism
Develop a unique festival closely linked to the community's brand. This can help the town "get on the map."	Ongoing	Special Events staff in collaboration with Front Royal and Warren County tourism
Launch a year-round market downtown for farm products and crafts in a permanent space.	As opportunity/funding is available	P&Z staff in collaboration with Front Royal and Warren County tourism
Encourage development of a hotel or other accommodation space in the downtown area.	As opportunity is available	

Economic Sustainability

Objective/Strategy	Implementation Date	Responsible Party
Economic Sustainability: Adding professional jobs in Front Royal will support a strong economy by retaining young adults that leave in search of jobs, providing local employment options for people currently commuting to the Washington metropolitan area on Interstate 66, and increasing local spending.		
Encourage and incentivize the redevelopment of the Avtex site into a productive use with jobs in clean energy, research and development, commercial uses or light industry.	As opportunity/funding is available	P&Z staff, PC, TC, in collaboration with developers
Identify target sectors in an economic development plan, identify infrastructure needs that will support these sectors, and market Front Royal to them.	Year one	FREDA, P&Z staff, PC, and TC
Create a vibrant arts and music scene and build new outdoor amenities to make Town attractive to new businesses and their employees.	Ongoing	FREDA, Special Events staff in collaboration with Front Royal and Warren County tourism
Start a dialogue and conduct interviews with existing businesses about how to grow the local economy.	Ongoing	FREDA
Explore slowing speed limits around the downtown area to allow for comfort and safety, as well as increasing the likelihood patrons will stop and shop.	Year one	P&Z, Public Works, Police Department staff
Attract businesses that support uses that are limited in Town, such as clothing stores or other shops that are not presently found in the market.	Ongoing	FREDA, P&Z staff
Review and update local zoning regulations to ensure areas such as the downtown are able to foster a vibrant nightlife.	Year one	P&Z staff, PC, TC
Study the feasibility of a Town-sponsored "business incubator" space.	As opportunity/funding is available	FREDA, P&Z staff
Encourage local businesses to facilitate apprenticeships to build community ties and share business acumen.	Ongoing	FREDA

How important are these items for Future Development?

There are numerous factors that will influence the way a Town will look 20, 30 or 40 years into the future. The listed items will inform the Comprehensive Plan's policies and strategies for future growth.

	Very Important,	Important	Not Important
a. Job Creation	57% Very Important,	35% Important	8% Not Important
b. Transportation Network - Roads, Buses	41% Very Important,	44% Important	15% Not Important
c. Parking Availability	23% Very Important,	54% Important	23% Not Important
d. Walkability	41% Very Important,	45% Important	14% Not Important
e. Homes, Neighborhood	60% Very Important,	32% Important	8% Not Important
f. Parks/Access to Green Spaces	56% Very Important,	37% Important	7% Not Important
g. Types of Businesses	57% Very Important,	40% Important	3% Not Important
h. Affordability of Housing	61% Very Important,	31% Important	8% Not Important
I. Availability of Cultural Activities	32% Very Important,	50% Important	18% Not Important
j. Environmental Sustainability and Energy Efficiency	48% Very Important,	33% Important	18% Not Important
k. Historical Preservation	46% Very Important,	43% Important	10% Not Important
l. Broadband Access	69% Very Important,	23% Important	7% Not Important
m. Preservation of Opens Space and Farmland	61% Very Important,	33% Important	6% Not Important
n. Green Infrastructure, Solar Facilities	36% Very Important,	32% Important	32% Not Important
o. Diversity of Businesses	49% Very Important,	39% Important	12% Not Important

Figure 8: Factors important to the future development of Front Royal

Council Regular Agenda Statement

Item #07C

Meeting Date: June 26, 2023

Agenda Item: PUBLIC HEARING – Special Use Permit for Short-Term Rental – 1125 John Marshall Highway - Cook Realty LLC

Summary: Council has received a request from Cook Realty LLC for a Special Use Permit to allow a Short-Term Rental at 1125 John Marshall Highway *(tax map 20A103-8A).* The property is zoned R-1, Residential District. There are three (3) buildings at the rear of the property [Lot 8A] with one bedroom per structure. Town Code requires a primary structure exists in order to have an accessory structure. The applicant intends to connect two of the structures via a roof to create a primary structure. The applicant is requesting to rent all three (3) buildings [cabins] with one bedroom in each cabin and no more than two (2) cars in the driveway per cabin. The Planning Commission held a public hearing on this request on May 17, 2023 and recommended approval of the Special Use Permit with the following conditions:

1) The Special Use Permit is contingent upon the units passing staff inspection before commencement of use.
2) The applicant must connect the two accessory structures to create a primary and accessory structure on the lot in compliance with the Town's Zoning and Subdivision ordinances.
3) The Special Use Permit is valid for one year, at which time the applicant must reapply. The application will be waived.

Budget/Funding: None

Meetings: Work Session held June 5, 2023

Proposed Motion: I move that Council approve the request from Cook Realty LLC for a Special Use Permit to allow a Short-Term Rental at 1125 John Marshall Highway *(tax map 20A103-8A)* as presented and with the following conditions:

1) The Special Use Permit is contingent upon the units passing staff inspection before commencement of use.
2) The applicant must connect the two accessory structures to create a primary and accessory structure on the lot in compliance with the Town's Zoning and Subdivision ordinances.
3) The Special Use Permit is valid for one year, at which time the applicant must reapply. The application will be waived.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

Planning Commission Regular Meeting
May 17, 2023

APPLICATION #:

2300213 - Special Use Permit – Short Term Rental

APPLICANT:

Cook Realty LLC

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located 1125 John Marshall Highway. The applicant intends to rent the whole house.

GENERAL INFORMATION:

Site Addresses	1125 John Marshall Highway
Owner(s)	Cook Realty LLC
Zoning District	R-1, Residential District
Historic District	No
Tax Identification	Tax Map #20A103-8A
Request/ Recommendation	The Applicant is requesting to rent the whole house with one (1) bedroom and no more than two (2) occupants at a time. Parking is limited to two (2) cars in the driveway per cabin. An inspection has not occurred because the structures are not complete. There are three (3) buildings on the rear of the property on Lot 8A. Town Code requires a primary structure exists in order to have an accessory structure. The building must be connected via a wall or roof. At the time of this report the buildings are not connected.

Aerial Zoning Map (Warren County GIS)



1125 John Marshall Highway



SUMMARY:

Parcel 8A currently has 3 structures with one bedroom per structure. The applicant intends to connect two of the structures via a roof to create a primary structure with one accessory structure.

Staff recommends approval with the following conditions:

1. The special use permit is contingent upon the units passing staff inspection before commencement of the use.
2. The applicant must connect the two accessory structures to create a primary and accessory structure on the lot in compliance with the Town's Zoning and Subdivision ordinances.
3. The special use permit is valid for one year, at which time the applicant must reapply. The application fee will be waived.

Attachment: Application and supporting documents.

Council Regular Agenda Statement

Item #07D

Meeting Date: June 26, 2023

Agenda Item: PUBLIC HEARING – Special Use Permit for Short-Term Rental at 1135 John Marshall Highway – Cook Realty LLC

Summary: Council has received a request from Cook Realty LLC for a Special Use Permit to allow a Short-Term Rental at 1135 John Marshall Highway *(tax map 20A103-9)*. The property is zoned R-1, Residential District. The property consists of three (3) parcels with a primary and accessory structure located on each lot. The Town Code permits accessory structures to be used as short-term rentals. Both the primary and accessory structures can accommodate two (2) renters per unit for a total of four (4) renters. The applicant is requesting to rent both structures with one bedroom in each structure [cabin] and no more than two (2) occupants at a time. Parking is limited to two (2) cars in the driveway per cabin. The Planning Commission held a public hearing on this request on May 17, 2023 and recommended approval of the Special Use Permit with the following conditions:

1) The Special Use Permit is contingent upon the units passing staff inspection before commencement of use.
2) The Special Use Permit is valid for one year, at which time the applicant must reapply. The application will be waived.

Budget/Funding: None

Meetings: Work Session held on June 5, 2023

Proposed Motion: I move that Council approve the request from Cook Realty LLC for a Special Use Permit to allow a Short-Term Rental at 1135 John Marshall Highway *(tax map 20A103-9)* as presented and with the following conditions:

1) **The Special Use Permit is contingent upon the units passing staff inspection before commencement of use.**
2) **The Special Use Permit is valid for one year, at which time the applicant must reapply. The application will be waived.**

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

Planning Commission Regular Meeting
May 17, 2023

APPLICATION #:

2300215 - Special Use Permit – Short Term Rental

APPLICANT:

Cook Realty LLC

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located 1135 John Marshall Highway. The applicant intends to rent the whole house.

GENERAL INFORMATION:

Site Addresses	1135 John Marshall Highway
Owner(s)	Cook Realty LLC
Zoning District	R-1, Residential District
Historic District	No
Tax Identification	Tax Map #20A103-9
Request/ Recommendation	The Applicant is requesting to rent the whole house with one (1) bedroom and no more than two (2) occupants at a time. Parking is limited to two (2) cars in the driveway per cabin. An inspection is pending once the structures are complete. The parking area is not constructed at the time of the staff report; therefore, an inspection has not been done. There appears to be sufficient area to accommodate parking. Staff recommends approval with conditions-potentially a time limit to determine the appropriateness at this location.

SUMMARY:

The applicant is seeking approval for a short-term rental to be located at 1135 John Marshall Highway. This property consists of 3 parcels with a primary and accessory structure located on each lot. The ordinance permits accessory structures to be used as short-term rentals. Both the primary and accessory structure can accommodate 2 renters per unit for a total of 4 renters on this parcel.

Staff recommends approval with the following conditions:

1. The special use permit is contingent upon the units passing staff inspection before commencement of the use.
2. The special use permit is valid for one year, at which time the applicant must reapply. The application fee will be waived.

Aerial Zoning Map (Warren County GIS)



Left Elevation - 1135 John Marshall Highway



Right-Front Elevation – 1135 John Marshall Highway



Attachment: Application and supporting documents.

Council Agenda Statement

Item #07E

Meeting Date: June 26, 2023

Agenda Item: PUBLIC HEARING – Special Exception from Parking Requirements at 15 Chester Street – Peter Lemmon and Scott Lloyd

Summary: Council has received a request from Peter Lemmon and Scott Lloyd for a Special Exception from the parking requirements of Town Code §148-870.A.2. pursuant to §148-870.A.18 and §148-211.A.1 for 15 Chester Street. The property is zoned C-2, Downtown Business District. It is currently being used as a professional office which is permitted by right in the C-2 District. The parking requirements are one space for every 300 square feet of building space. With this requirement, the applicant would need nine (9) parking spaces. The property currently has four (4). The Planning Commission held a public hearing on this request on May 17, 2023 and recommended approval of the Special Use Permit with the following condition:

1) That the maximum number of parking spaces permitted on this property be four (4) spaces.

Budget/Funding: None

Meetings: Work Session held June 5, 2023

Proposed Motion: I move that Council approve a request from Peter Lemmon and Scott Lloyd for a Special Exception from the parking requirements of Town Code §148-870.A.2. pursuant to §148-870.A.18 and §153-211.A.1 for 15 Chester Street as presented and with the following condition:

1) **That the maximum number of parking spaces permitted on this property be four (4) spaces**

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

Planning Commission Regular Meeting
May 17, 2023

APPLICATION #:	**APPLICANT:**
2300184 - Special Exception	Peter Lemmon and Scott Lloyd

SUMMARY OF REQUEST:

A Special Exception from the parking requirements of 148-870.A.2 pursuant to 148-870.A.18 and 148-211.A.1 for property located at 15 Chester Street. Per 148-211. A.1. Town Council may grant the special exception to the parking requirements of 148-870.

GENERAL INFORMATION:

Site Addresses	15 Chester Street
Property Owner(s)	Steve G. Doss / Betty J. Ward
Existing Zoning	C-2 (Downtown Business District)
Tax Identification	T.M. #20A8-5-3
Location	The subject property is located on Chester St in the Town's historic main street district.
Surrounding use and Zoning	Historic Downtown
Comprehensive Plan review	The property is situated in the Historic Downtown Business District and is currently being used as a professional office. This use is in line with the Comprehensive Plan for this portion of Town to be used for business or commercial uses.

Vicinity Map



Front Elevation



Left-Rear Elevation



Background, Analysis, and Staff Findings

The current use of the building is a professional office. Professional offices are permitted by right in the C-2 District. The parking requirements are one (1) space for every 300 square feet of building space. With this requirement, the applicant would need nine (9) parking spaces. They currently have four (4). The applicant was unable to lease spaces from an adjoining property due to that property not having additional parking available.

Staff Recommendation

Staff recommends approval of the special exemption. The continued use of this property in a commercial zone is difficult due to the parking requirements. The structure itself is 2600 square feet (approximately) which, when having to calculate parking based on square footage would make it unable to meet off-street parking requirements with the current lot size in a commercial zone. The structure would need to be used for residential purposes only, which does not fit the intention of the historic commercial district.

Staff recommends approval with the following condition:

1. That the maximum number of parking spaces permitted on this property is four (4) spaces.

Attachment: Application

LAW OFFICE OF
DAVID A. DOWNES
14 Chester Street
Front Royal, Virginia 22630-3321

RECEIVED
JUN 21 2023
Town of Front Royal
Town Manager's Office

Admitted in Virginia
Admitted in Federal Courts

TELEPHONE (540) 313-1441
FACSIMILE (540) 636-8501
E-MAIL: dadownes14@gmail.com

Tina Presley
Clerk of Town Council of Front Royal
102 East Main Street
Front Royal, VA 22630-1560

Re: Special Exception request by Patter Lemmon and Scott Lloyd

Dear Mayor and Councilmen:

I support this request and look forward to the Garrison House returning to its former glory of 1882. Like several historic buildings on Chester Street, they were constructed when "parking" concerns were limited to horses and buggies but alas, the times have changed.

Indeed, much has changed in the past 140 years and, apparently, in the last two years. That was when the Counsel for this Town Council memorialized seven separate objections for granting an identical request for property located directly across the street from the applicant's property in addition to Councilman Sealock's grave concerns about the traffic hazards during the Fall Festival of Leaves at that same location. Because much has changed in two years, I will briefly outline why former objections set forth in the attached Memorandum (pages 18 & 19) are no longer relevant today:

1. "Citizens' concerns about lack of parking and the impact granting the requested amendment would have on parking" – Although Main Street has several new businesses, that concern has apparently dissipated.

2. "Concerns that new businesses going in on Main Street were starting to put a strain on available parking" – Again, those "concerns" were apparently misplaced with our new found abundance of parking today.

3. "The fact that the Afton Inn was coming on line, which would put an additional strain on parking" – It now seems unfair to penalize a business with parking needs today over prospective parking needs in the future for a building that may, or may not, be renovated.

4. "The fact that parking spaces were at a premium, and Council was currently reviewing the downtown parking issues" – Fortunately, Council has made great progress with their review of downtown parking issues so this should not longer be a basis for objection.

5. "The concern of piecemeal changes to parking requirements, and the fact that Council should refrain from acting on changes in parking requirements until further parking studies could be conducted." – Again, this was over two years ago and the Town deserves a great deal of credit for the extensive parking studies conducting in the interim.

6. "There was also discussion regarding the property of not altering parking requirements until the Town had an opportunity to review and update the Town's Comprehensive Plan." – The Town has done a phenomenal job with reviewing and updating the Comprehensive Plan over the past two years so this should not obstruct the applicant's request to use their property for a different purpose nor be subject to the off-street parking exemptions enjoyed by property owners on Main and Jackson Street or are otherwise exempt because they have no property that is usable for parking.

7. "There was also a concern that the amendment requested … would impact access to other buildings located near Downes' property." How not having vehicles parked on the applicant's property where no right of way existed for anyone else should be as inapplicable now as it was two years ago.

Thank you for your fair and impartial consideration of former Councilman Lloyd's and Mr. Lemmon's request for a Special Exception from the off-street parking requirements of Town Code § 148-870.A.1.18 & § 148-211.A.1.

Sincerely,

David A. Downes

Enclosure: "Memorandum in Support of Demurrer" in the case of David A. Downes v. The Town Council of the Town of Front Royal, Virginia, Warren County Circuit Court Case No. CL 19-173, filed on January 7, 2021.

Council Regular Agenda Statement

Item #07F

Meeting Date: June 26, 2023

Agenda Item: PUBLIC HEARING – Ordinance Amendment to Town Code §158-6 Adoption by Reference of State Vehicular Laws

Summary: Council is requested to approve an ordinance amendment to Town Code §158-6 Adoption by Reference of State Vehicular Laws. Pursuant to Virginia Code §46.2-1300(A), the governing body of a Town may adopt ordinances governing the operations of vehicles in such Town. This means that annually, the Town must readopt Town Code §158-6 Adoption by Reference of State Vehicular Laws, which allows the Town to incorporate all the changes to the State vehicular laws that have been recently adopted by the State.

Budget/Funding: None

Meetings: Work Session held June 5, 2023

Proposed Motion: I move that Council approve an ordinance amendment to Town Code §158-6 Adoption by Reference of the State Vehicular Laws, as presented.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 158-6 ADOPTION BY REFERENCE OF STATE VEHICULAR LAWS

STATE STANDARDS

158-6 ADOPTION BY REFERENCE OF STATE VEHICULAR LAWS

Pursuant to the authority of Section 46.2-1313, Code of Virginia, 1950, as amended, all of the provisions and requirements of the laws of the State as of July 1, ~~2022~~ 2023, contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended, except those provisions and requirements the violation of which constitutes a felony and except those provisions and requirements which, by their very nature, can have no application to or within the Town, are adopted and incorporated by reference and made applicable within the Town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the highways and other public ways within the Town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made part of this chapter as fully as those set forth at length herein; and it shall be unlawful for any person within the Town to violate or fail, neglect or refuse to comply with any provision of Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, which is adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement adopted exceed the penalty imposed for a similar offense under Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia.

This ordinance shall become effective July 1, 2023.

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

DRAFT

This Ordinance was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2023 upon the following recorded vote:

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

A public hearing on the above was held on _____having been advertised in the Northern Virginia Daily on _____.

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

Council Regular Agenda Statement

Item #07G

Meeting Date: June 26, 2023

Agenda Item: CONTINUED PUBLIC HEARING – To Amend Previously Approved Proffers for Anna Swan Estates – HEPTAD LLC

Summary: On April 24, 2023, Council moved to continue this public hearing until tonight. The request is for Council to amend the previously approved proffers for the subdivision entitled ANNA SWAN ESTATES *(tax map parcel #20-A21-2-1 and #20A20-2-11)* dated February 2, 2012. The property is located in the Leach Run Planning Area and consists of 98.25 acres. The original HEPTAD rezoning application was initially submitted to the Town on July 5, 2005, referred to as the Swan Farm. In 2012 Council approved an amendment to the original proffers. The Planning Commission held a public hearing on December 21, 2022 and recommended approval to amend previously approved proffers for Anna Swan Estates with conditions:

1. The applicant amends the language of section 3.1 to state *"In the event that the Front Royal Town Council approves these Amendments, such approval will be deemed an acknowledgment by the Front Royal Town Council that (i) Leach Run Parkway ("LRP") has been completely constructed and (ii) Heptad, LLC complied with any prior approved proffers pertaining to the dedication of right of way, with the exception of the payment of the related cash proffers".*
2. The applicant is able to provide adequate residential parking per 175-104, 175-105, 148-48 of Town Code.
3. The applicant amends the language of 7.5.1 to remove the word *"the"* before Warren County.
4. The applicant will amend the proffer statement to include language addressing their responsibility to expand and install the on-site utility infrastructure in accordance with Town Code Chapter 134.
5. The applicant will amend their proffers to include language addressing their responsibility for the cost of installing stormwater facilities on site.

Proffer amendment dated March 15, 2023 adds the following language: *Each proffer listed herein and made in connection with this application is made voluntarily and complies with applicable law.* (page 2 - redlined)

Proffer amendment dated April 4, 2023 corrects the amount per residential dwelling unit (whether single-family detached or single-family attached) from $1,044.31 to $699.40 (page 13 - redlined).

Council has requested a proffer analysis from S. Patz & Associates.

Budget/Funding: None

Meetings: Work Sessions held January 9, 2023, February 12, March 6 and April 3, 2023. A Public Hearing was scheduled for January 23, 2023 but was removed by Council the same night. A Public Hearing was held on April 24, 2023 but Council continued the public hearing until June 26, 2023.

Proposed Motions –

1) I move that Council further continue this public hearing until August 28, 2023 to allow time for the completion of a proffer analysis for this property.

2) I move that Council approve amending the previously approved proffers for the subdivision entitled ANNA SWAN ESTATES *(tax map parcel #20-A21-2-1 and #20A20-2-11)* dated February 2, 2012 to the Amended Proffers dated April 4, 2023 as presented.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

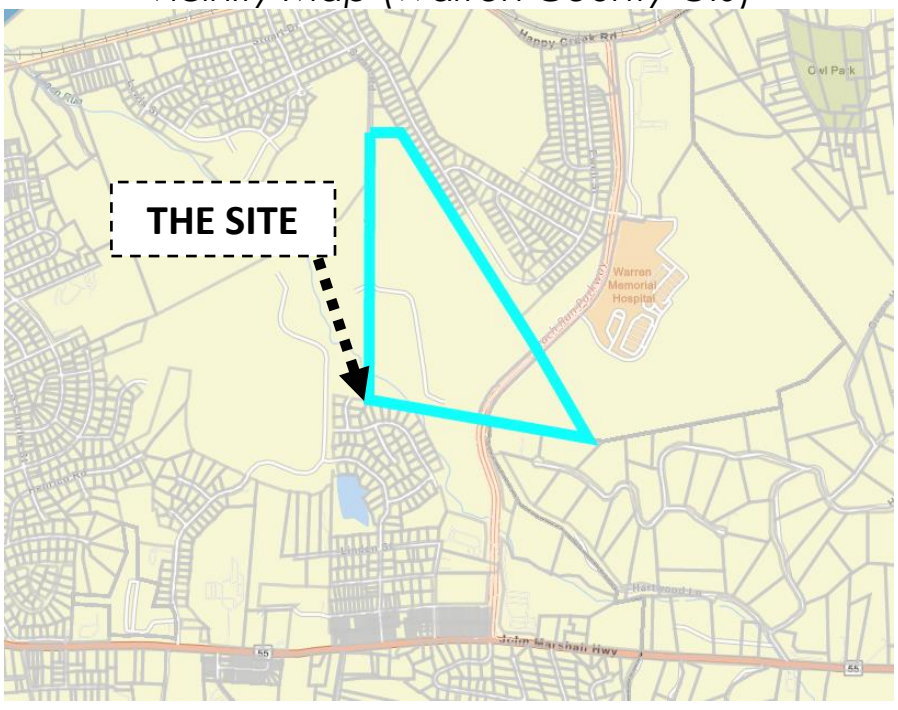
TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

STAFF REPORT FOR THE DECEMBER 18, 2022 PLANNING COMMISSION MEETING

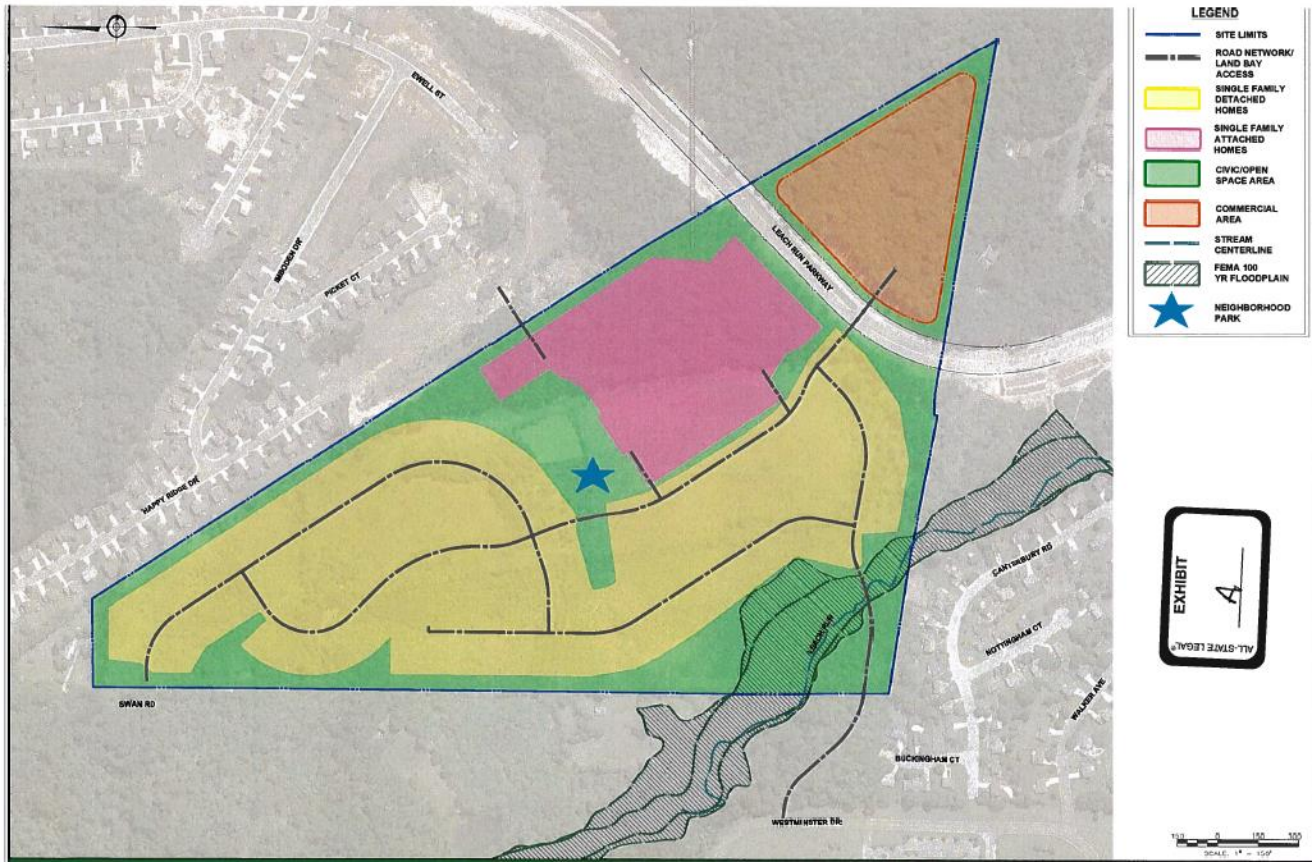
GENERAL INFORMATION:

Application #	2200422
Applicant	HEPTAD LLC
Summary of Request	A request to amend the previously approved proffers for the subdivision entitled ANNA SWAN EST identified on Tax Parcels #20-A21-2-1 and Tax Parcel # 20A20-2-11. The proposed changes include modifications of the monetary proffers, the type and number of dwelling units and proposed lot size.
Site Addresses	None (Vacant Land)
Zoning District	PND- Planned Neighborhood Development
Tax Identification	Tax Parcels #20-A21-2-1 & #20A20-2-11
Location	The property is located on the eastern side of the Town beside Williamsburg Estates subdivision to its southwest, and Happy Creek Knolls subdivision to its northeast. The Warren County school complex with the high school and elementary school is located west of the property. Leach Run traverses across the far southwest corner of the property

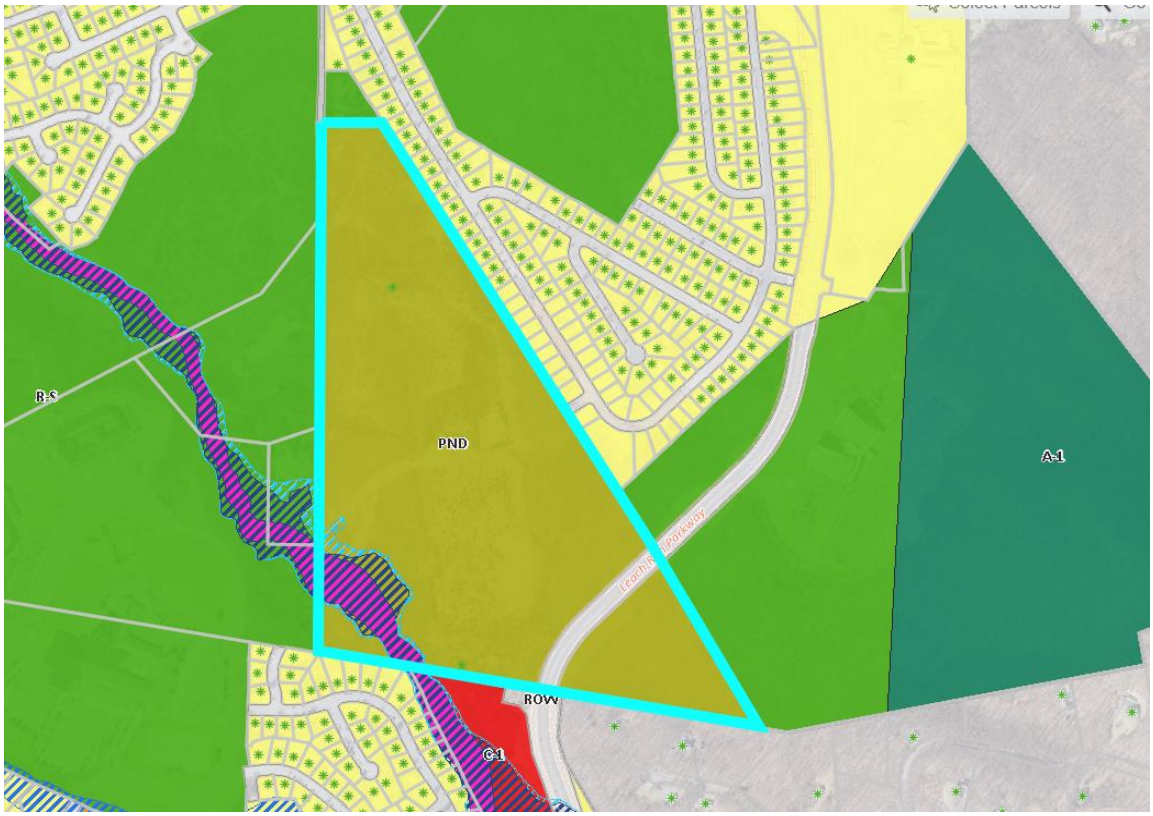
Vicinity Map (Warren County GIS)



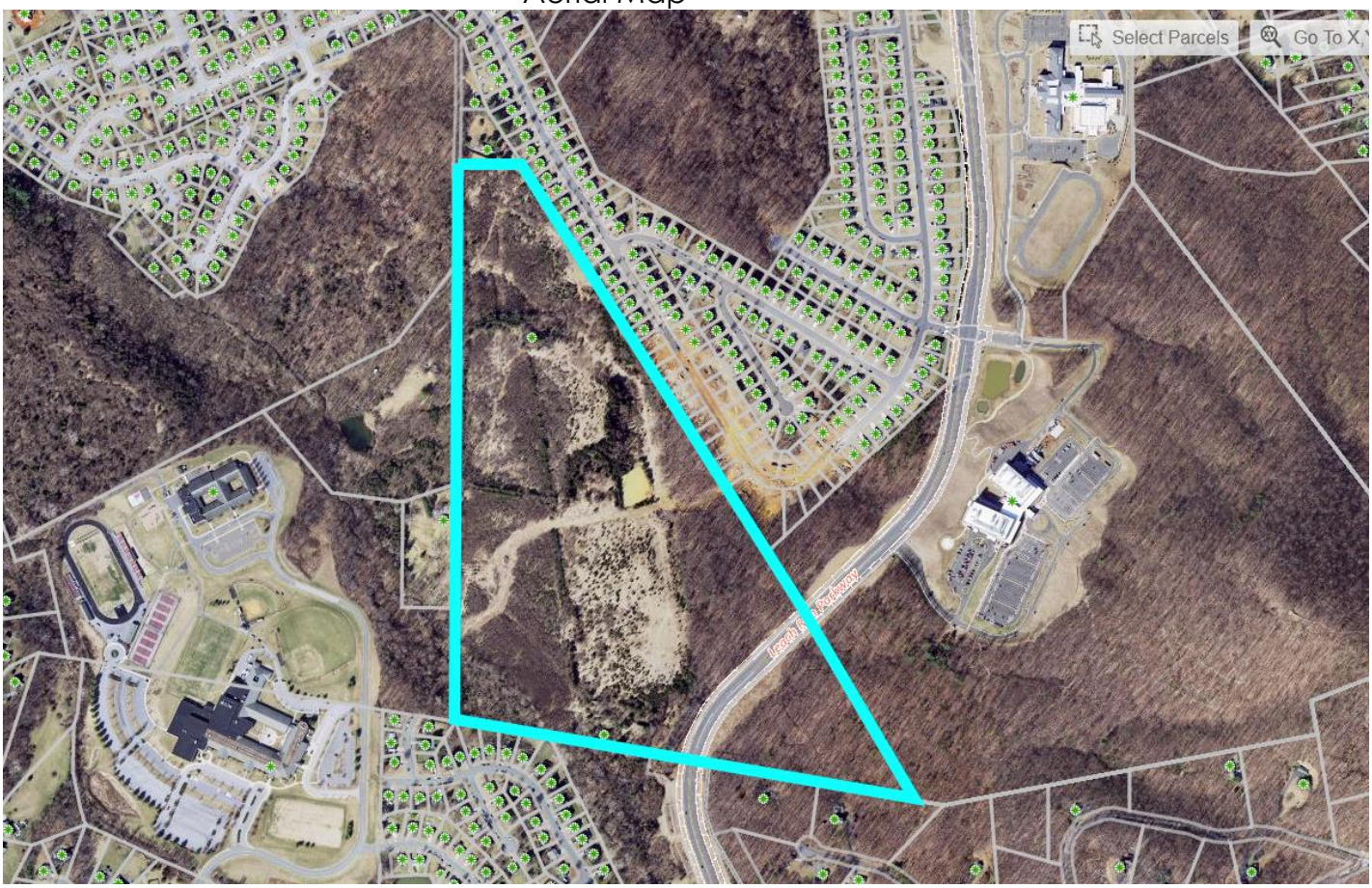
Map of HEPTAD Properties *(Survey Illustration)*



Town Zoning Map *(Warren County GIS)*

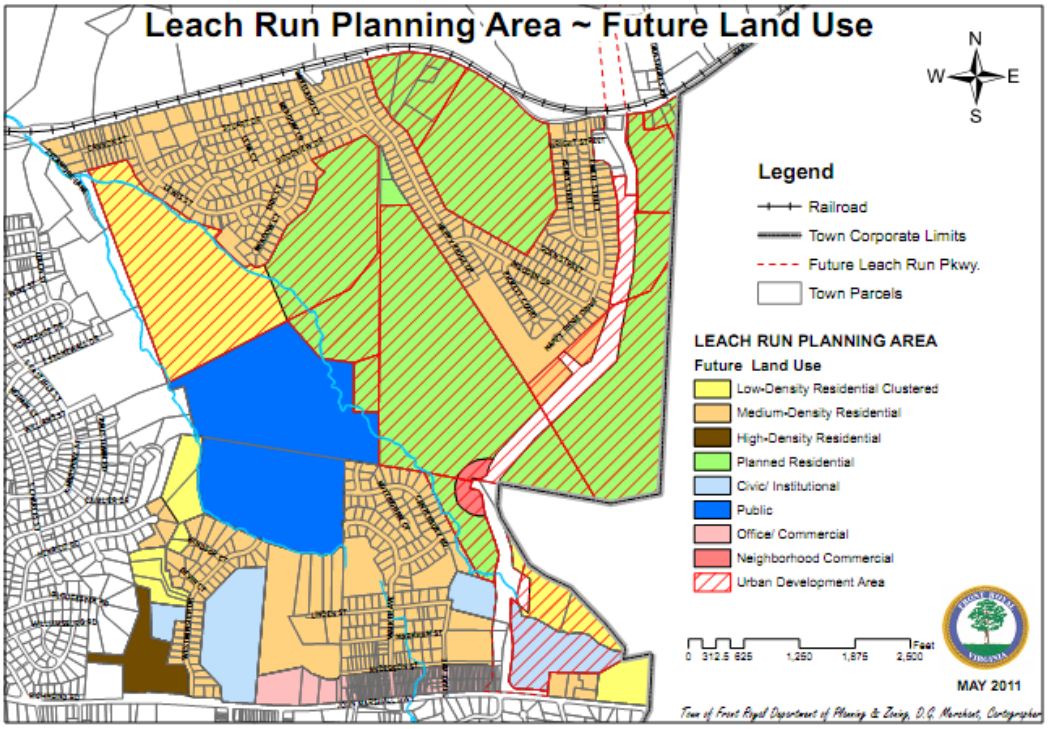


Aerial Map



SUPPLEMENTAL INFORMATION:

Summary	The property is located in the Leach Run Planning Area and consists of 98.25 acres that is currently zoned Planned Neighborhood Development (PND) District. The existing proffers propose development consisting of a residential of 450 du (dwelling units), creating a density of 4.58 du per acre. The residential dwellings are planned to consist of a mixture of single-family detached, single-family attached, and multifamily dwelling units. Town Code Section 175-37.09, permits a density of up to six (6) du per acre in the PND District, subject to approval of a density bonus by Town Council. The Future Land Use Plan recommends the future use of the property as "planned residential." The property is overlayed with the UDA designation, which means that it has been designated as a potentially suitable location for relatively higher development densities (4 du/ acre minimum). Modern planning principles generally promote higher density and clustered development in growth areas to avoid costly construction and maintenance of infrastructure to serve development in outlying areas and to preserve open space.



The original HEPTAD rezoning application was initially submitted to the Town on July 5, 2005. The property was simply referred to as the Swan Farm at that time. On February 1, 2012, Town council approved an amendment to the original proffers. The newly proposed amendments will permit up to 335 du, 165 single-family detached and 170 single-family attached. This calculates to a gross residential density of 3.4 du/acre. The proposed amendments also include changes to the currently approved lot sizes, and modifications to the cash proffers.

Review Procedure

Adoption or revision of proffers requires the same procedures as a rezoning or ordinance amendment. The submission must first be reviewed by the Planning Commission, and the Planning Commission must forward recommendations to Town Council. Town Code 175-146.D. specifies that the Planning Commission must take action within 90 days after the date of the first regular meeting of the Commission. It is important to note that when the submission changes, such as when a property owner revises the proffers during the review process, the 90-day time period resets.

Town Code 175-150

CONDITIONAL ZONING PROFFERS IN REZONING APPLICATIONS; HIGH GROWTH PERIODS

As provided in Virginia Code Section 15.2-2298, notwithstanding any contrary provisions in Front Royal Town Code Section 175-149,

the provisions of this section shall apply during periods wherein the Town and/or County of Warren has had a population growth of ten percent (10%) or more from the next-to-latest decennial census year, based on population reported by the United States Bureau of the Census, or during periods when Warren County is contiguous with at least three (3) counties which have experienced ten-percent population growth or more as described herein.

(Amended VA Code Reference and Other Amendments 9-25-00-Effective Upon Passage)
(Amended by Adding *"Town and/or"* 6-22-15-Effective Upon Passage)

A. Owners of land making application to the Town of Front Royal for a zoning reclassification of their land in the Town of Front Royal may voluntarily proffer in writing, as part of the rezoning petition, certain conditions, subject to the following requirements:

1. The rezoning of the land must itself give rise to the need for the conditions.

2. The conditions must have a reasonable relation to the rezoning of the land.

3. All conditions shall be in conformity with the Comprehensive Plan for the Town of Front Royal.

4. The conditions may include a cash contribution to the Town of Front Royal or contributions of personal property and services.

5. The conditions may include dedication of real property for open space, parks, schools, fire departments or their public facilities.

6. The conditions may include payment for or construction of off-site improvements.

7. All conditions shall be in writing and shall be submitted to the Town of Front Royal as part of the rezoning application prior to public hearing before the governing body.

(Amended "7" by adding *"governing body"* 9-25-00-Effective Upon Passage)

8. All applicable requirements of the Virginia Code shall be complied with, including, but not limited to, the requirements of §15.2-2298.

(Amended by adding "8" 6-22-15-Effective Upon Passage)

B. No proffer shall be accepted under this section unless and until

the Town has adopted a capital improvement program. In the event that the proffered conditions include a dedication of real property or payment of cash, such property shall not transfer and such payment of cash shall not be made until the facilities for which such property is dedicated or such cash is tendered are included in the capital improvement program. However, the Town may accept proffered conditions which are not normally included in the capital improvement program. Proffered conditions shall provide for the disposition of dedicated property or cash payments in the event that said property or cash payments are not used for the purposes for which they are proffered.

C. Once preferred and accepted as part of an amendment to this chapter, the conditions shall continue in full force and effect until a subsequent amendment changes zoning of the property covered by the conditions; provided, however, that such conditions shall continue if the subsequent amendment is part of a comprehensive implementation of a new or substantially revised Zoning Ordinance.

D. The Zoning Administrator shall administer and enforce the conditions attached to a rezoning or amendment to the Zoning Map, including:

1. Ordering by written notice the remedy of any noncompliance with zoning conditions.

2. Bringing legal action to ensure compliance with such conditions, including injunction, abatement or other appropriate action or proceeding.

3. Requiring a guaranty satisfactory to the governing body in an amount sufficient for and conditioned upon the construction of any physical improvements required by the zoning conditions or a contract for the construction of such improvements and the contractor's guaranty in like amount and so conditioned, which guaranty shall be reduced or released by the governing body or agent thereof upon the submission of satisfactory evidence that the construction of such improvements has been completed, in whole or in part.

E. The failure to meet all conditions shall constitute cause to deny the issuance of any required use, occupancy or building permit as may be appropriate.

F. The Zoning Map shall show by an appropriate symbol on the map the existence of conditions attached to zoning. The Zoning Administrator shall keep in his office and make available for public

	inspection a Conditional zoning index. This index shall provide ready access to the ordinance creating conditions in addition to the regulations provided for in a particular zoning district or zone. G. The Zoning Administrator shall record in the deed book records of the Office of the Clerk of the Circuit Court of Warren County a certificate with the name of the property owner and a description of the property and indicating that the property is subject to conditional zoning as shown on the Town of Front Royal Zoning Map. **(Added Entire Section 8-28-89-Effective Upon Passage)**
Proffer Definition	A proffer is a voluntary offer by a landowner submitted with a rezoning application to perform an act or donate money, a product, or service with the intent of justifying the appropriateness of the proposed rezoning application. The rezoning of land with proffers is referred to in the Virginia Code 15.2-2296 as conditional zoning. Virginia Code 15.2-2201, describes conditional zoning as a means to allow reasonable conditions (proffers) governing the use of property, where the conditions are in addition to the regulations provided for in a particular zoning district. *Jefferson Green Unit Owners Association, Inc. v. Gwinn, 262 Va. 449 (2001)* established that when a locality accepts proffers they become part of the zoning ordinance.
Proposed Proffer Amendments	Below is a summary of the proffer changes proposed by the Applicant: ❖ **Transportation Modifications** ➢ 3.1 Leach Run Parkway. In the event that the Front Royal Town Council approves these Amendments, such approval will be deemed an acknowledgment by the Front Royal Town Council that (i) Leach Run Parkway ("LRP") has been completely constructed and (ii) Heptad, LLC complied with any prior approved Proffers pertaining to the dedication of right of way for construction of LRP. ***Staff Comment:*** *the applicant should amend the statement to read, " ... pertaining to the dedication of right of way, with the exception of the payment of the related cash proffers."* ➢ 3.4 Interparcel Connection. The Applicant's Revised Functional Use Plan – Land Bay Layout accommodates a future interparcel connection to the Happy Creek Knolls

subdivision. The Applicant shall provide the necessary right-of-way dedication upon request by the Town for such interparcel connection, at no cost to the Applicant.

Staff Comment: *staff supports additional interparcel connections.*

- **Residential**
  - 4.1.1 The maximum number of dwelling units to be constructed on the Property shall not exceed three hundred thirty (335) dwelling units.

Staff Comment: *the applicant has reduced the total number of dwelling units from 450 to 335. The metric data provided by the most recent Comprehensive Plan study/rewrite shows that the Town has insufficient housing to support projected population growth. Without the rezoning to PND the property would have supported the development of 171 dwelling units. This project essentially doubles the number of proposed units.*

  - 4.1.2. In general conformance with the Master Plan, as amended, the single-family detached land bays may contain a maximum of one hundred seventy (170) single family detached dwelling units one hundred sixty five (165) The Applicant reserves the right to adjust the above mix of housing unit types but in no case shall the total number of units exceed three hundred thirty five (335).

Staff Comment: *staff supports the proposed mix of housing units.*

- **Phasing**
  - The Applicant hereby proffers that residential development shall be phased such that building permits shall not be issued for more than one hundred (100) dwelling units every twelve (12) months.

Staff Comment*: staff has concerns about the ability to process an additional 100 zoning permits due to current staffing levels. Typical zoning permit review takes two weeks, and this department processes an average of 34 new dwelling units/year. The result is that review times may exceed two weeks.*

❖ **Design Guidelines**

➢ Reduction in lot size from 50'x60' to 46'x60'

Staff Comment: *the loss of area is equal to 240 sf of lot size. As long as the applicant can provide adequate onsite parking, staff has no concerns over lot size.*

❖ **The proposed proffers modify the per-unit cash proffers.**

➢ Town Proffers

TOWN OF FRONT ROYAL PROFFERS	
SINGLE-FAMILY ATTACHED (170 UNITS)	6039.72
DEDICATION OF LEACH RUN PARKWAY	1041.33
TOTAL PER UNIT	4998.39
SINGLE-FAMILY DETACHED (165 UNITS)	7910.36
DEDICATION OF LEACH RUN PARKWAY	1041.33
TOTAL PER UNIT	6869.03

- 7.1 The Applicant shall contribute to the Town of Front Royal, Virginia, a one-time cash contribution in the amount of $7,910.36 for each residential single family detached (SFD) dwelling unit and in the amount of $6,039.72 for each single family attached (SFA) dwelling unit constructed on the Property, which contribution shall be used by the Town of Front Royal to defray the costs and expenses associated with the design and construction of the Leach Run Parkway Improvements. The above contribution amounts were calculated using the Proffer Analysis dated September 8, 2022, and prepared by Greenway Engineering, Inc. This per-unit contribution shall be calculated at the time of approval of the building permit for construction of each residential dwelling unit on the Property and shall be payable prior to the issuance of the occupancy permit for said dwelling unit.

- 7.2 As per the Proffer Analysis dated September 8, 2022 and prepared by Greenway Engineering, Inc., the fair

market value of the land previously dedicated by the Applicant as part of Leach Run Parkway was $234,300.00. Therefore, notwithstanding the foregoing Proffer 7.1.1, the Applicant shall be entitled to a credit against the proffer amounts specified in Proffer 7.1.1 above equal to $1,041.33 per residential dwelling unit (whether SFD or SFA)

- County Proffers

COUNTY OF WARREN PROFFERS	
AMOUNT PER DWELLING UNIT	4247.99
NEIGHBORHOOD PARK CREDIT PER UNIT	1044.78
TOTAL PER UNIT	3203.21

- 7.5.1 The Applicant shall contribute to the Warren County, Virginia, a one-time cash contribution in the amount of $4,247.99 .00 for each residential dwelling unit (SFA or SFD) constructed on the Property, which contribution shall be used by Warren County to support capital improvements relating to the impacts of the residential development on the Warren County Public Schools. This contribution was calculated using the Proffer Analysis dated September 8, 2022 and prepared by Greenway Engineering, Inc. This per-unit contribution shall be calculated at the time of approval of the building permit for construction of each residential dwelling unit on the Property and shall be payable prior to the issuance of the occupancy permit for said dwelling unit.

Staff Comment: *Remove "the" before Warren County.*

- 7.5.4 As per the Proffer Analysis dated September 8, 2022 and prepared by Greenway Engineering, Inc., the fair market value of the land to be dedicated by the Applicant for the Neighborhood Park is $350,000.00. Therefore, the Applicant shall be entitled to a credit against the proffer amounts specified in Proffer 7.5.1 above equal to $1,044.78 per residential dwelling unit (whether SFD or SFA).

	Staff Comment: The existing 2012 proffers state: *First 335 dwelling units: The applicant has voluntarily offered $18,000 for each single family detached (SFD) dwelling unit, $11,000 per single family attached (SFA) dwelling unit and $9,000 for each multi-family (MDU) dwelling unit for the first three hundred and thirty-five (335) dwelling units. These are designated for the planning, design, right-of-way acquisition and/or construction of Leach Run Parkway. In addition to the above funds to the Town, the applicant has agreed to pay $5,500 per dwelling unit to Warren County Public Schools.* *Final 115 dwelling units: The applicant has voluntarily offered to pay $9,000 per SFD dwelling unit, $5,500 per SFA dwelling unit, and $4,500 per MDU dwelling for the final one hundred and fifteen (115) dwelling units. These funds are designated for the planning, design, right-of-way acquisition and/or construction of Leach Run Parkway. In addition to the above funds to the Town, the applicant will pay $9,000 per SFD dwelling unit, $5,500 for each SFA dwelling unit, and $4,500 for each MDU to Warren County Public Schools for the final 115 dwelling units.* *The total **proposed** amount proffered the **Town after credits** is approximately $1,983,116.25.* *The total **proposed** amount proffered the **County** is approximately $1,073,075.35.* *Warren County estimates the impact of development to cost $8770.00 per Single-family detached Unit and $11,013.00 per Single-family attached unit. Warren County is requesting a total of $3,319,260.00 and the applicant is offering $1,073,075.35 creating a **deficit of $2,246,184.65** for the impact of development per **Warren County**.* *The proposed total to **both entities is approximately $3,056,191.60**. However, the project is **smaller by 115 dwelling units**.*
Attorney Comments	Water and Sewer Is the applicant proffering to connect to public water and sewer? If

	so, are they solely responsible for the cost thereof? Staff will address this comment with a recommended condition. Stormwater Infrastructure Is the applicating proffering to include stormwater facilities on the site? If so, are they solely responsible for the cost thereof? Staff will address this comment with a recommended condition. The applicant is responsible for the cost and installation of stormwater mitigation on site.
Attachments	1) Applicant's Application 2) Clean Copy of Proposed Proffers 3) Redline Version of Proposed Proffers 4) Existing Proffers (2012) 5) Proffer Impact Analysis prepared by Greenway Engineering 6) Design Guidelines 7) MOU between Town and County for proffer analysis 8) Warren County Staff Comments 9) Ch 11 Land Use Law Book

Design Guidelines

Submitted by:

Joseph F. Silek, Jr., P.C.

For

HEPTAD, LLC

Revised September 9, 2022

CONTENTS

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3. Organization of the guidelines

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2. Residential layout
3. Residential elevations
4. Building height
5. Development relationship

C. Architecture

1. General Design Criteria
2. Single Family Detached (SFD) Units
3. Townhouse Units
4. Recreation
5. Playground Typical

D. Streetscape

1. Design criteria
2. Street layout
3. Streetscape
4. Parking
5. Entrance Feature

E. Open Spaces

1. Design Criteria
2. Conservation Land
3. Perimeter Setback
4. Pedestrian Network
5. Habitat Park
6. Additional Public Benefit

A. Introduction

1. Project Description

The Swan Estates development consists of approximately 98.25 acres of land and is located between the existing Williamsburg Estates and Happy Creek Knolls subdivisions. The property is comprised of two parcels, currently zoned PND. The proposed PND development of the Property is comprised of Single Family Detached units, which are anticipated to have a design aesthetic consistent with surrounding neighborhoods. In addition, a portion of Swan Estates will include acreage for future retail neighborhood commercial development primarily for the benefit of Swan Estates residents. The project entrance on Leach Run Parkway shall be delineated with monumentation and landscaped accordingly. A pedestrian network will link the community together. Open space will be provided in a central location and will contain recreational amenities to serve the community.

2. Purpose of Guidelines

The purpose of this document is to describe the design concepts for Swan Estates and meets thecriteria for the Town of Front Royal PND ordinance, in addition to describing the design principles that support the concept, in order to provide a set of guidelines for developing the various components of the proposed plan. These guidelines, while not overly restrictive, will be used to direct the design at the Swan Property.

Either the developer or an Architectural Review Board (ARB) established by the Property Owners Association (POA) will evaluate any amendments, revisions, and waivers to the Design Guidelines to determine if they are appropriate and in keeping with the original intent of the Design Guidelines.

3. Organization of the Guidelines

The guidelines begin with the overall development design criteria that will be utilized to create organization and coherence within the community. The essential design elements of the project are as follows: architecture, streetscape design, open space standards, landscape design, parking, and signage. The design guidelines and standards are intended to explain basic aspects of conformance rather than specific design criteria. The overall layout of the proposed development has not been finalized. An illustrative bubble plan is included as Appendix A. All illustrations shown represent proposed preliminary design intentions and are subject to change based upon final design and construction plans, while continuing to maintain the standards and criteria of the design guidelines and the PND ordinance.

B. Development Design Criteria

1. Design Principles

The Urban Development Area (UDA) calls for increased housing density, and the site itself is varied; going from woods to open fields and includes both steep slopes, floodplain, and the Leach Run riparian corridor. The design for Swan Estates applies the flexibility of the PND ordinance to achieve the intent of the UDA by integrating Single Family Detached units with the site's distinctive natural features. The Single Family Detached units will be located to complement existing site conditions, capitalizing on the natural features, while limiting disturbance to sensitive areas such as steep slopes and floodplain. The proposed road layout respects the site's topography while at the same time connecting the Single Family Detached housing to neighborhood amenities and the surround community. Pedestrian connectivity will be provided through a network of sidewalks and trails that will both follow the road layout and, where appropriate, extend into open spaces.

Swan Estates will also include a commercial section that, although separated by Leach Run Parkway, will be available to pedestrian traffic from the community. This will further reduce vehicular traffic both inside the neighborhood and coming and going from the community itself into town to pick up household 'essentials'.

The end result will be an integrated community that is pedestrian oriented, aesthetically pleasing, and environmentally friendly.

2. Residential Layout

The residential component of the Swan Estates development, totaling roughly 83.84 acres, will consist of 335 single family detached dwelling units, resulting in a gross density of approximately 4 units/acre. As discussed in section A3, this project is in the preliminary phase, any lot layout or bubble plan shown is conceptual and preliminary. Final design may vary based upon final engineering.

3. Residential Elevations

All buildings will be located with respect to the immediate site conditions and user functions, taking advantage of the features of each site while limiting the disturbance to the land. The 'front' of each unit with its best facade, will be oriented accordingly while keeping in mind that each unit is part of the neighborhood as a whole. Material selection for the facades will be integrated throughout the housing types in order to contribute to the overall appearance of the community.

4. Building Height

The building height and massing will vary but will be designated to complement the character of the land and overall design of the neighborhood. In regard to roof lines, there may be a variety of rooflines and projections that will help to improve aesthetics and the architectural fenestration, minimizing the massing of any single building plane.

5. Development Relationship

The natural features of the site will be integrated with the residential development, resulting in maximized open space and resource protection. This approach will allow over 26 acres (over 30%) of the residential component to remain in open space, to include untouched conservation land consisting of the riparian corridor and floodplain of Leach Run. The residential units will have complementary architectural styles. The commercial component although separated by Leach Run parkway will also have a complementary architecture that works with the rest of the community.

This concept of designing the neighborhood to preserve open space will not only benefit the residents, but the community as a whole, as the project will look like it 'fits' the site and has not been imposed on it. In addition to the open space, the project will adhere to the PND required setback ordinance and related buffers to further enhance its outward appearance.

These techniques follow the intent of the PND ordinance while increasing density as called for withinthe UDA and also respect the environmental features of the site. As a result, Swan Estates will be an environmentally friendly neighborhood that will also be aesthetically pleasing when viewed from Leach Run Parkway and the surrounding community.

C. Architecture

1. General Design Criteria

General Architectural Guidelines - The objective of the architectural design standards is to generate a unified design image for the site but allow individual structures to maintain independent design themes.

General Architectural Massing - The Single Family Detached units shall exhibit a variety in their massing, height, roof configurations, projections, and recesses. Where appropriate, each building design may differ from adjacent structures.

General Building Elevations - All buildings shall be designed to complement the character of the neighborhood's theme and be sensitive to the appropriate materials, color, and scale. The side and rear elevations should complement the design character of the overall architectural theme and all building elevations shall be assembled using quality materials and finishes.

2. Single Family Detached Units (SFD)

Descriptions - SFD units will be two story single family detached homes typically with front loaded garages. They may have attached garages or side loaded attached garages as options where appropriate.

Materials - A variety of architectural materials and textures may be used for each building facade. Acceptable elevation materials shall include but not me limited to brick, stone, wood, cedar shakes, architectural asphalt shingles, or standing seam metal roofing. Additional materials may be substituted by approval of the developer or ARB.

Colors - Colors or tones that are characteristic of the architectural style selected, and which will complement the character of the community and adjacent developments, should be used. Limited accent colors may be used to complement the building design. The use of fluorescent or garish colors shall be prohibited.

Mechanical Equipment - All efforts should be made to screen the mechanical equipment from the view of the streets.

SFD Unit Typical
The following table specifies the minimum standards for the SFD units.

Note: Brick returns, bay windows, downspouts, and roof overhangs are permitted to occur within the minimum setbacks.

Minimum Lot Depth:	120 ft.
Minimum Lot Width:	50 ft.
Minimum Setbacks:	
Minimum Front Yard Setback to Dwelling:	15 ft.
Minimum Rear Yard Setback to Street:	3 ft.
Minimum Rear Yard Building Setback to Other Lots/Open Space:	25 ft.
Minimum Rear Yard Porch/Deck Setback To Other Lots/Open Space:	10 ft.
Minimum Side Yard Setback to Dwelling:	
Interior Lot:	7.5 ft.
Corner Lot:	15 ft.

3. Townhome Unit

Description - Townhome housing units are a 3-story attached style of home with a front-loaded garage. The front facades will vary in depth to enhance the streetscape appearance. The front yard setback is at a minimum to accommodate driveway parking.

Materials - A variety of architectural materials and textures may be used for each building facade. Acceptable elevation materials shall include but not be limited to brick, stone, wood, cedar shakes, architectural asphalt shingles, or standing seam metal roofing. Additional materials may be substituted by approval of the developer or ARB.

Colors - Colors or tones that are characteristic of the architectural styled selected, and which will complement the character of the community and adjacent developments, should be used. Limited accent colors may be used to complement the building design. The use of fluorescent or garish colors shall be prohibited.

Mechanical Equipment - All efforts should be made to screen the mechanical equipment from the view of the streets.

TOWNHOME U N I T TYPICAL

Townhome housing units are a 3-story attached style of home with a front- l o a d e d garage. The front facades will vary in depth to enhance the streetscape appearance. They are designed to be oriented in close proximity to the street. The siting of the homes in this manner further encourages pedestrian movement. The following table specifies the minimum standards for the Townhome House type.

Note: Brick returns, bay windows, downspouts, and roof overhangs are permitted to occur within the minimum setbacks.

Townhome Minimum Lot Size:	1,120 sf.
Minimum Lot Depth:	70 ft.
Minimum Lot Width:	16 ft.
Minimum Setbacks:	
Minimum Front Yard Setback to Dwelling:	20 ft.
Minimum Side Yard Setback to Dwelling (end unit):	10 ft.
Minimum Rear Yard Setback:	20 ft.
Porches and decks:	*5* ft.

4. Recreation

The PND ordinance states that recreation and park facilities are permitted uses. The Swan Estates development will provide residents with both active and passive recreation to satisfy their needs. The PND ordinance promotes the design of a walkable environment for pedestrians. A pedestrian network will be provided throughout the major thoroughfares, allowing the residents to traverse throughout the community without the need of an automobile. Additional passive recreation shall be included with the community center and along the floodplain/conservation land.

Adjacent to Swan Estates are existing school sites, complete with playgrounds, ball fields, football stadium with track, and tennis courts, all within walking distance from Swan Estates. Additional active recreational amenities provided within Swan Estates include but are not limited to the following: a playground, open play areas, path system, and a structured sitting area. The Swan Estates development will meet or exceed the PND ordinance requirement of 335 square feet of recreation area per dwelling unit.

5. Playground Typical

The Swan Estates development will have a central open space area capable of incorporating the playground. The final location of the playground will be determined upon final engineering. The playground area will be at least 2,000 square feet and contain the following minimum components:

- play equipment
- edging and surfacing meeting ASTM and USCPSC standards
- bench
- trash receptacle

D. Streetscape

1. Design criteria

The streetscape will complement the park-like character of the community through the use of canopy trees along the main streets. The selection of any hardscape elements should be of similar materials and should assist in setting the tone for the overall neighborhood design theme.

2. Street Layout

The design and location of streets in Swan Estates will work with the land, especially the existing topography, to minimize its footprint and maximize protection of natural features. The internal street network consists of a series of interconnecting streets that enable multiple points of connection to the surrounding community, with the main vehicular entrance located on Leach Run Parkway. This street layout will slow down the overall speed of cars on the local neighborhood streets. All of this will lend to a more pedestrian friendly community per the PND ordinance.

3. Streetscape

The PND ordinance encourages enhanced streetscapes. The Swan Estates development will provide such enhancements. The landscape treatment for the streetscape may occur either on the private lots or fall within the linear street section of green space. The plantings may occur as a repeated pattern of street trees or may be clustered in more naturalistic groupings.

Streetscape lighting will be a fixture selected to complement the character of the community and will direct light downward to minimize the upward glare. The fixture will match the Town's approved light standard. The fixture will further enhance the overall theme of the community.

Additional site furnishings are to include, but not limited to, mailboxes, benches, street signs and poles. These furnishings will complement the overall theme of the community.

4. Parking

The pedestrian network will provide a means of accessing open space throughout the community that does not require the use of a vehicle; therefore, extensive parking areas will be minimized. Off street parking will be provided on the Single Family Detached lots. The community center will include parking per PND ordinance standards and will be appropriately marked with signage to indicate emergency access and handicap accessibility.

5. Entrance Feature

At the option of the developer, an entrance feature with entry sign will be placed on either the right or left of the entrance on Leach Run Parkway, or both. Another placement option is the center island for monumentation. The entrance feature would have a maximum height of 8 feet, with a maximum sign panel size of 24 square feet for each panel. The sign may be lighted from the front atground level with a minimal amount of illumination. Landscaping both in front of and behind the signage and wall will be provided. The style of signage and materials will be compatible with and closely related to the themes and color schemes established for the overall neighborhood.

E. Open Spaces

1. Design Criteria

As a result of the project design, public open space is grouped in large parcels, accessed primarily by the pedestrian system. Active recreation will be centrally located and will include at a minimum, a structured sitting area, a playground, and an open play lawn area where many informal activities could take place: football, soccer, baseball, Frisbee, to name a few. The adjacent school site is able to provide additional active recreation and is within walking distance of the Swan Estate development. The Swan Estates

development will adhere to open space guidelines listed in the Town of Front Royal PND ordinance.

2. Conservation Land

The Swan Estates community contains a floodplain area, containing one road crossing, with the balance to be preserved. The floodplain area has the opportunity to be enhanced for passive recreation. A habitat park is a viable option, providing vegetation that will attract birds and other wildlife to the region. The area is accessible by an adjacent neighborhood street and sidewalk running parallel to the floodplain. Visual opportunities for viewing the wildlife habitat area could be provided with overlook points along the proposed sidewalk and neighborhood street.

3. Perimeter Setback

The PND requirement calls for a 55' perimeter setback, which is provided in all areas applicable. In addition, the developer will provide additional screening along the boundary adjacent to Happy Creek Knolls, either through tree preservation or installed landscaping. If tree preservation does not exist, the landscaped area will be planted at a ratio of 1 tree per 40 linear feet. The landscaped area will contain a minimum 25% deciduous trees.

4. Pedestrian Network

The PND ordinance encourages a walkable community. A pedestrian network will be provided throughout, which will link all areas within the community to the recreation areas. Additional path systems will include linking active and passive recreation to the sidewalk system. The pedestrian network system will enhance the theme of the neighborhood by promoting pedestrian movement instead of vehicular movement.

5. Habitat Park

Within the Swan Estates neighborhood, a portion of the floodplain will be allocated for a Habitat Park. Selected areas shall be re-vegetated in an effort to attract and maintain these areas as a habitat for upland wildlife, birds, and butterflies.

6. Additional Public Benefit

The Swan Estates development has several items to be utilized for additional public benefit. These items occur at the developer's expense and are above and beyond the PND ordinance requirement. The following elements will improve aesthetics and increase the quality of life for the residents of the Swan Estates community.

One method is to enhance the streetscape. Swan Estates will provide more than just a typical street tree layout along the internal streets. The developer will utilize a unique street tree spacing to allow the introduction of ornamental trees and potential planting beds in a repeated pattern This will provide a uniform and attractive streetscape above and beyond what one would consider a normal streetscape.

Another item is providing Swan Estates a Habitat Park within the floodplain. This park is discussed in Section E.5. This facility will provide neighborhood residents with a unique wildlife viewing experience. This proposed park is above and beyond the open space and recreation requirements for this development.

A third item is providing a central park space for the Swan Estates residents. This park will contain a playground with a children's track for bikes and tricycles, a trellised sitting area with formal landscaping adjacent to the space, which will provide the community with a central focusand gathering space. The open lawn space in the center of the park is large enough to host informal football, soccer, baseball, or any other activity the residents of the Swan Estates neighborhood decide to utilize the park for.

A fourth item to qualify for a density bonus is the provision of a landscaped buffer within the 55' perimeter setback. This additional landscaping will enhance the perimeter of the development as well as provide an adequate visual screen from the adjacent uses. This buffer is explained in detail as an example in Section E.3. This landscaped buffer will occur along all applicable perimeter boundaries. Providing this landscape enhancement is above and beyond the perimeter setback requirement in the PND ordinance. The 55' perimeter landscaped buffer is to occur outside of all adjacent lots; it will be contained and maintained by the POA.

The last method for qualifying for a density bonus is achieved by providing additional improvements for the adjacent school site. The developer has proffered to engineer, design, and construct an extension to Swan Estates Drive to connect to existing Westminster Drive across School Board property. The road improvements for Swan Estates will eliminate the school's singular access. This will improve the safety of the children and vehicular traffic to and from school, while also providing a more direct route from outside developments. The Swan Estates community entrance is anticipated to be located in close proximity to the existing school site road crossover. The style and character of the monumentation will tie Swan Estates in with the school sites, providing a cohesive balance between the two uses. This will provide the school with an enhanced front door to the facilities, while improving aesthetics and sense of a school pride for the students and surrounding community.

AMENDED PROFFER STATEMENT

REZONING:	RZ# 05-07-56 Suburban Residential (R-S) District to Planned Neighborhood Development (PND) District
PROPERTY:	98.25 acres +/-; Tax Parcel #20-A21-2-1 and Tax Parcel # 20A20-2-11
APPLICANT/ OWNER:	HEPTAD, LLC
PROJECT NAME:	Swan Estates
ORIGINAL DATE OF PROFFERS:	June 30, 2005 Amended November 2005 Amended March 2006 Amended April 15, 2011 Amended January 31, 2012 Amended February 1, 2012 Amended September 16, 2022 Amended December 22, 2022 Amended March 15, 2023 Amended April 4, 2023

Preliminary Matters

Pursuant to Section 15.2-2296 et. seq. of the Code of Virginia, 1950, as amended, and the provisions of the Town of Front Royal Zoning Ordinance as set forth in Chapter 175 of the Town of Front Royal Municipal Code (the "Town Code") with respect to conditional zoning, the Front Royal Town Council approved the rezoning of approximately 98.25 acres from the Suburban Residential (R-S) District to Planned Neighborhood Development (PND) District (RZ#05-07-56), to be developed in general conformity with the terms and conditions set forth in a certain Proffer Statement dated February 1, 2012 and approved by the Front Royal Town Council as part of the

conditional rezoning approval (the "Approved Proffers"). The subject property, identified as the Anna Swan Estate, and more particularly described as the lands owned by Heptad, LLC, being all of Tax Map Parcels 20-A21-2-1 and 20A20-2-11 by virtue of a deed dated August 14, 2009 and recorded among the land records of the Warren County Circuit Court Clerk's Office as Instrument No. 090004959. More particularly consisting of Tax Map Parcels 20-A21-2-1, containing 97.7395 acres, more or less, as shown by plat of survey dated May 5, 2003, prepared by Mark D. Smith, L.S., of Greenway Engineering, entitled "Boundary Survey of the land of Anna Swan Estate, Town of Front Royal, Warren County, Virginia" and recorded as Instrument number 030007026, and Tax Map Parcel 20-A20-2-11, containing .52 acres, more or less, as shown by plat of survey dated May 3, 1957, prepared by S. M. Boyd, Jr., C.L.S., recorded in Warren County Deed Book 102, page 300.

Pursuant to §15.2-2302 of the Code of Virginia and the applicable provisions of the Town of Front Royal Zoning Ordinance, the Applicant desires to amend the Approved Proffers such that the subject property as described above shall be developed in general conformity with the terms and conditions set forth in this Amended Proffer Statement, the Master Land Use Plan (as defined in Proffer I below, and the Design Guidelines (as defined in Proffer II below).

Each proffer listed herein and made in connection with this application is made voluntarily and complies with applicable law.

I. **Master Land Use Plan**

The Applicant hereby proffers to develop the 98.25-acre property in general conformity with a Master Land Use Plan (Master Plan) approved as part of the rezoning

application, as amended with the Revised Functional Use Plan – Land Bay Layout (as defined below and attached hereto as Exhibit A), and subject to revisions by the Applicant due to lot layout and road alignment in accordance with final engineering considerations. The Master Land Use Plan is intended to illustrate the systems of roadways that will provide access to the land bays and serve the single-family residential lots, parking areas and community facilities therein. The Master Land Use Plan consists of the following:

1. Cover Sheet – June 30, 2005, Revised November 2005, March 2006, March 2011
2. Generalized Location Plan – June 30, 2005, Revised November 2005, March 2006, March 2011
3. Boundary Survey – June 30, 2005, Revised November 2005, March 2006, March 2011
4. Slope Analysis – June 30, 2005, Revised November 2005, March 2006, March 2011
5. Topography Map – June 30, 2005, Revised November 2005, March 2006, March 2011
6. Trip Distribution & Road Classification Plan – June 30, 2005, Revised November 2005, March 2006, March 2011
7. Flood Plain and Wetlands Delineation – June 30, 2005, revised November 2005, March 2006, March 2011
8. Leach Run Parkway Layout – June 30, 2005, Revised November 2005, March 2006, March 2011

9. Revised Functional Use Plan- Land Bay Layout – Prepared by Greenway Engineering and dated May 5, 2022

II. **Design Guidelines**

The Applicant hereby proffers the Revised Swan Estates Design Guidelines ("Design Guidelines") prepared by Greenway Engineering, Inc. and dated September 9, 2022, which are attached hereto as Exhibit B. The Revised Swan Estates Design Guidelines may be revised by the Applicant in accordance with final engineering considerations. The Revised Swan Estates Design Guidelines shall generally have the same force and effect as if incorporated herein. and the Applicant, in developing the Property, shall generally conform to such Design Guidelines; however, modification and alternatives shall be allowed provided such modifications and alternatives achieve the same intent. If any provision of the Revised Swan Estates Design Guidelines shall subsequently be found to be invalid, the remaining provisions shall remain intact. Provided, however, notwithstanding anything in the Revised Swan Estate Design Guidelines to the contrary, the applicant hereby proffers that the foundation of any residential structure shall be faced with brick, natural stone, synthetic stone, colored textured concrete, stamped concrete, or any combination thereof.

III. **Transportation**

3.1 Leach Run Parkway. In the event that the Front Royal Town Council approves these Amendments, such approval will be deemed an acknowledgment by the Front Royal Town Council that (i) Leach Run Parkway ("LRP") has been completely constructed and (ii) Heptad, LLC complied with any prior approved Proffers pertaining to

the dedication of right of way for LRP with the exception of the payment of cash proffers.

3.2. Off-Site Swan Estates Drive to Existing Westminster Drive. The Applicant proffers to engineer, design and construct an extension of Swan Estates Drive to connect to existing Westminster Drive to the west of the subject property (Tax Map 20-A21-2-1) across property currently owned by the Warren County School Board (Tax Map 20-A14-2-1) (the "Westminster Connector") conditioned upon an agreement between the Town and School Board as to the final location and legal status of the property across which the Westminster Connector will be built. The Applicant proffers to make its best efforts to have the School board dedicate the Westminster Connector easement to the Town in fee simple. In the interest of public safety and general welfare, the Westminster Connector will provide an alternate access to the public schools located on Westminster Drive.

3.3 Intentionally Deleted.

3.4 Interparcel Connection. The Applicant's Revised Functional Use Plan – Land Bay Layout accommodates a future interparcel connection to the Happy Creek Knolls subdivision. The Applicant shall provide the necessary right-of-way dedication upon request by the Town for such interparcel connection, at no cost to the Applicant.

IV. **Residential**

4.1. Residential Density

4.1.1 The maximum number of dwelling units to be constructed on the Property shall not exceed three hundred thirty five (335) dwelling units.

4.1.2. In general conformance with the Master Plan as amended, the single-family detached land bays may contain one hundred seventy (170) single family detached dwelling units and the single-family attached land bays may contain one hundred sixty five (165). The Applicant reserves the right to adjust the above mix of housing unit types but in no case shall the total number of units exceed three hundred thirty five (335).

4.2. Phasing

The Applicant hereby proffers that residential development shall be phased such that building permits shall not be issued for more than one hundred (100) dwelling units every twelve (12) months. For the purposes of this provision, the first twelve-month period shall be considered the first full twelve (12) months following the beginning of construction on the Swan Estates project All units not developed within the specified twelve-month period shall be carried forward to the next twelve-month period.

V. **Community Design**

5.1. Design

The Applicant agrees to provide an overall continuity of design within the community by means of selecting standards for the following elements, which will be uniformly specified and applied over the entire project, excluding areas within the public rights-of-way or public property:

1. Custom mailbox design.
2. Standardized common area fencing styles and color.
3. Standardized private residential fencing styles and color.
4. Community color selections to create neighborhood theme.
5. Uniform site furnishing selection (benches and trash receptacles).
6. Custom designed street signage and stop signage.
7. Landscaping at the entrance monuments along Swan Estates Drive selected to provide for a repetition of the neighborhood flower color scheme and theme trees throughout the community.

5.2. Architectural

5.2.1. The Applicant shall develop architectural and design covenants for the overall community. Said covenants will establish an architectural review board for the purpose of review and approval of all architectural elevations, exterior architectural features (including but not limited to fences, railings, walls and decks) for all uses within Swan Estates, as well as any publicly provided

structures located on sites dedicated for public use. These covenants are intended to assure a continuity of overall architectural appearance, quality material selection, and a cohesive color palate for all structure within the entire development.

5.2.2. The Applicant shall construct all homes in conformance with the Revised Swan Estates Design Guidelines referenced in Section II of these proffers.

5.3 Intentionally Deleted.

5.4. Signage

The Applicant shall provide an entrance feature with entry sign on the right and/or left side of Swan Estates Drive. The entrance feature shall be in conformance with Section 175-106 of the Town Zoning Ordinance or applicable successor provision. The sign may be lighted from the front at ground level with a minimal amount of illumination. Landscaping both in front of and behind the signage and wall will be provided. The sign shall have either stone or brick columns and will be compatible with and closely related to the themes and color schemes for the overall community. All signage shall comply with Section 175-106 of the Town Zoning Ordinance or successor provision thereto, except as waived or modified by the Town.

5.5. Lighting

Any exterior lighting of common use recreation areas shall be directed downward and inward to reduce glare on adjacent properties, the public and/or private right-of-way, and upward stray illumination.

5.6. Landscape Adjacent to Adjoining Property

5.6.1. Happy Creek Knolls. The Applicant shall provide a landscape area within the fifty-five foot (55') perimeter buffer and along the common boundary with the Happy Creek Knolls subdivision either through tree preservation and/or installed landscaping. This landscape area will be owned and maintained by the property owners association and will not be part of any private lot. If the Applicant elects to not provide tree preservation in connection with this landscape area, the landscape area will be planted at a rate of one (1) tree per forty (40) linear feet with a minimum of twenty-five percent (25%) deciduous trees within said area.

5.6.2. Williamsburg Estates. The Applicant shall provide a landscape area on the south side of Swan Estates Boulevard and along the common boundary with the Williamsburg Estates subdivision Section 3, Block K, Lots 3-6 either through tree preservation and/or installed landscaping. The installed landscaping will include a double row of evergreen trees adjacent to Swan Estates Boulevard. This landscape area will be owned and maintained by the home owners association and will not be part of any private lot.

5.6.3 Additional Commercial Buffer. In addition to the 55' vegetative buffer surrounding the Commercial portion of the project (as reflected in the Master Land Use Plan), the Applicant hereby proffers an additional 50' vegetative buffer along the

property line of the subject property where the Commercial portion of the project lies adjacent to Green Hills Subdivision (the "Additional Commercial Buffer"); provided, however, that the Applicant shall be under no duty to maintain or add new plantings to the Additional Commercial Buffer.

5.7. Recreational Amenities

5.7.1 Neighborhood Park. Before the seventy sixth (76th) building permit is issued, the Applicant shall design and submit a site plan for a neighborhood park of 3.5 acres minimum in size to applicable government agencies for review (the "Proffered Neighborhood Park"). Once the site plan is approved, the Applicant shall complete the construction of the Proffered Neighborhood Park in accordance with the above-mentioned approved site plan and dedicate the land and improvements for the Proffered Neighborhood Park to Warren County. The location of the Proffered Neighborhood Park and its associated amenities shall be located in the general area shown on the Revised Functional Use Plan – Land Bay Layout . The Neighborhood Park shall be designed pursuant to the guidelines for Neighborhood Parks as set forth within Chapter 5, Community Facilities, of the 2013 Comprehensive Plan adopted by the Warren County. The park will include a field area that will allow multi-purpose sports for children of all ages; a playground for younger children ranging from toddler to 12 years; a picnic area that will include picnic tables and possibly a walking trail. Upon Warren County's acceptance of

the dedication of the Neighborhood Park, the Applicant shall receive a credit against the Warren County Proffers for the value of the dedicated land as set forth in Proffer 7.5.1 below. In the event that the County declines to accept the aforesaid dedication, the Neighborhood Park shall be dedicated to an HOA created pursuant to Section VI below, and the Applicant shall not receive any credits against the Warren County Proffers.

5.7.2 Passive Recreation Area. Additionally, the Applicant shall provide passive recreation on the Property consisting of a bird habitat preservation area, to be located in the general area shown on the Revised Functional Use Plan – Land Bay Layout . Active development of and use in the bird habitat area will be limited to areas outside of any wetlands or other resource protection areas. Only those activities that are allowed by appropriate regulatory agencies without additional permitting will be allowed inside such areas. No applications for additional use in these areas will be made.

5.8 Schools Sidewalk

The Applicant hereby proffers to construct, on the west side of Westminster Drive, a concrete sidewalk six feet (6') wide beginning approximately at the northern entrance to the Warren County High School and ending approximately at the southern most entrance to the Hilda J. Barbour Elementary School (the "Schools Sidewalk"). The Applicant will construct this portion of the Schools Sidewalk to Town standards after the final approval of the subject rezoning and after the issuance of all applicable permits

necessary for such construction. This obligation is conditional upon the granting of any necessary easements or dedications by the School Board to allow such construction; the Applicant shall then begin construction within sixty (60) days of written notification by the Town of Front Royal requesting such construction. The exact location of the sidewalk is to be determined by the Town of Front Royal, with the approval and agreement of the Applicant and the School Board.

5.9 Commercial Entrance Aesthetic. To the extent possible and commercially reasonable, the aesthetic elements of the entrance corridor for the commercial portion of the project shall be generally consistent with the visual elements of the entrance corridor of the residential portions of the project. Further, the aesthetic of the residential and commercial entrance corridors for the project shall, to the extent possible and commercially reasonable, be generally consistent with the aesthetic of Leach Run Parkway.

VI. **Creation of a Homeowner's Association**

6.1. A homeowners association ("HOA") shall be created for the residential portions of the Property and shall be made responsible for the maintenance and repair of all common areas, together with such other responsibilities, duties and powers as are customary for such associations or as may be required for such HOA herein.

6.2. In addition to such other responsibilities and duties as may be assigned or as may be set forth herein, the HOA shall have title to and responsibility for all common open space areas not otherwise dedicated to public use and common buffer areas located

outside of residential lots, to include, but not limited to, the entry of feature sign proffered herein.

VII. **Cash Proffers.**

7.1 Town Proffers.

7.1.1 The Applicant shall contribute to the Town of Front Royal, Virginia, a one-time cash contribution in the amount of $7,910.36 for each residential single family detached (SFD) dwelling unit and in the amount of $6,039.72 for each single family attached (SFA) dwelling unit constructed on the Property, which contribution shall be used by the Town of Front Royal to defray the costs and expenses associated with the design and construction of the Leach Run Parkway Improvements. The above contribution amounts were calculated using the Proffer Analysis dated September 8, 2022 and prepared by Greenway Engineering, Inc. This per-unit contribution shall be calculated at the time of approval of the building permit for construction of each residential dwelling unit on the Property and shall be payable prior to the issuance of the occupancy permit for said dwelling unit.

7.2 Credits Against Town Proffers. As per the Proffer Analysis dated September 8, 2022 and prepared by Greenway Engineering, Inc., the fair market value of the land previously dedicated by the Applicant as part of Leach Run Parkway was $234,300.00. Therefore, notwithstanding the foregoing Proffer 7.1.1, the Applicant shall be entitled to a credit against the proffer amounts specified in Proffer 7.1.1 above equal to $699.40 ~~1,041.33~~ per residential dwelling unit (whether SFD or SFA).

Proffers 7.3 and 7.4 Intentionally Deleted.

7.5 County Proffers.

7.5.1. The Applicant shall contribute to Warren County, Virginia, a one-time cash contribution in the amount of $4,247.00 for each residential dwelling unit (SFA or SFD) constructed on the Property, which contribution shall be used by Warren County to support capital improvements relating to the impacts of the residential development on the Warren County Public Schools. This contribution was calculated using the Proffer Analysis dated September 8, 2022 and prepared by Greenway Engineering, Inc. This per-unit contribution shall be calculated at the time of approval of the building permit for construction of each residential dwelling unit on the Property and shall be payable prior to the issuance of the occupancy permit for said dwelling unit.

7.5.2 Intentionally Deleted.

7.5.3 Intentionally Deleted.

7.5.4 Credits Against County Proffers. Notwithstanding the foregoing Proffer 7.5.1, the audited costs of the engineering, design, and construction of the Neighborhood Park as provided in these Proffers shall be credited against the aforesaid Warren County Proffers, provided further that the Applicant shall be entitled to a credit for the dedication of the land for the Neighborhood Park. As per the Proffer Analysis dated September 8, 2022 and prepared by Greenway Engineering, Inc., the fair market value of the land to

be dedicated by the Applicant for the Neighborhood Park is $350,000.00. Therefore, the Applicant shall be entitled to a credit against the proffer amounts specified in Proffer 7.5.1 above equal to $1,044.78 per residential dwelling unit (whether SFD or SFA).

7.5.5 Intentionally Deleted.

7.6 Intentionally Deleted.

VIII. **Comprehensive Plan Conformity**

Approval of the subject zoning map amendment and its constituent parts, including Proffers, Master Plan, as amended, and Revised Swan Estates Design Guidelines, by the Town Council of Front Royal, Warren County, Virginia, constitutes a finding that the subject zoning map amendment is found to be in substantial conformance with the Town of Front Royal adopted Comprehensive Plan.

IX. **Miscellaneous Provisions**

9.1 Monetary contributions as set forth in this Proffer Statement shall be adjusted on a yearly basis from the base year of 2023 and change effective on January 1, 2024 and each January 1 thereafter, in accordance with changes to the Consumer Price Index for all urban consumers (CPI-U), 1982-1984=100 (not seasonally adjusted), as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Washington-Arlington-Alexandria, DC-MD-VA-WV Metropolitan Statistical Area (the "CPI"), subject to a cap of 3% per year, non-compounded.

9.2 The Applicant proffers that development of the subject property shall generally comply with all applicable provisions of Article 8 of Chapter 148 of the Front

Royal Town Code (Subdivisions and Land Development), including those provisions pertaining to stormwater management, parking, and utility infrastructure.

X. **Signature**

The conditions proffered above shall be binding upon the heirs, executors, administrators, assigns, and successors in the interest of the Applicant and owner. In the event the Town Council of the Town of Front Royal grants this revision to the previously approved rezoning and accepts these Amended Proffer Statement, such proffers shall apply to the land rezoned in addition to other requirements set forth in the Front Royal Town Code and Virginia law.

XI. **Interpretation**

Upon approval of this Amended Proffer Statement by the Front Royal Town Council, this Amended Proffer Statement supersedes any proffer statements previously submitted and approved in connection with this application and this Property.

THIS SPACE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

APPLICANT:

HEPTAD, LLC

By: _____

Ronald Llewellyn, Manager

STATE OF VIRGINIA

CITY/COUNTY OF _____, TO-WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Ronald Llewellyn, in his capacity as Manager of HEPTAD, LLC.

My commission expires: _____.

Notary Registration Number: _____.

_____

NOTARY PUBLIC

Council Consent Agenda Statement

Item # 10A

Meeting Date: June 26, 2023

Agenda Item: FY23 Budget Amendment for Auction Proceeds from Selling Electric Transformers

Summary: Council is requested to approve a FY23 Budget Amendment in the amount of $136,500.00 to allocate revenue received from auction proceeds for the sale of electric transformers and allocate this additional revenue to the Happy Creek Substation Expansion Project.

Budget/Funding:

9401-3410201	Electric Fund Revenue – Sale of Government Equipment	$136,500.00
9401-47929	Department of Energy Services-Happy Creek Substation Expansion	$136,500.00

Meetings: Work Session held on June 5, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a FY23 Budget Amendment in the amount of $136,500.00 to allocate revenue received from auction proceeds for the sale of electric transformers and allocate this additional revenue to the Happy Creek Substation Expansion Project.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"

Memo

To: BJ Wilson, Director of Finance

From: Carey Saffelle, Directory of Energy Service

Date: May 3rd, 2023

Re: Auction Proceeds – Budget Transfer

The Department of Energy Services sold 2 – Ermco, 2000kVA, 3-Phase Padmounted Transformers through GovDeals Auction Server for a total of $136,500.00.

Auction proceeds should be transferred into the following line item:

9401-47929 Happy Creek Substation Expansion

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

Council Consent Agenda Statement

Item #10B

Meeting Date: June 26, 2023

Agenda Item: Sole Source Traffic Signal Camera Detection System Replacement Shenandoah Avenue and W. 14th Street Intersection

Summary: Council is requested to approve a Sole Source procurement from Econolite for the replacement of the Traffic Signal Detection Systems at the Shenandoah Avenue and W. 14th Street intersection in the amount of $26,872.89.

Budget/Funding: 9401-7910 Traffic Signalization $26,872.89

Meetings: Work Session held June 12, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Sole Source procurement from Econolite for the replacement of the Traffic Signal Detection Systems at the Shenandoah Avenue and W. 14th Street intersection in the amount of $26,872.89.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"

Memo

To:	The Purchasing Department
From:	Carey Saffelle, Director of Energy Services
Date:	May 30, 2023
Re:	Traffic Signal Equipment- Camera Detection System

The Department of Energy Services received a quote for the purchase of a – Traffic Signal Camera Detection System.

The Camera Detection System is for replacement at N. Shenandoah Ave. at 14th St. Intersection.

We have exclusively used Econolite for our traffic signals for over twenty years. All our fifteen intersections are outfitted with Econolite equipment. We recommend awarding the quote, totaling $26,872.89, to Econolite. Funds for this purchase are available from our 9401-7910 account.

Thank you,

Carey Saffelle
Director
Department of Energy Services
Town of Front Royal

Quotation

4/24/2023

To:

Scott Curry Front Royal, VA; Town of Traffic Operations 1101 Manassas Ave Front Royal 22630	Quote Name: Front Royal - 1 Vision System Project Reference: Econolite Reference: Q-39576-A4D6

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	A700-1166-01 AVCM1	1	VISION COMM MANAGER, ACP PRIMARY MODEL, AVCM	$1.32	$3,507.00	$3,507.00
2	AVISION	4	VISION VIDEO SENSOR	$0.00	$5,525.00	$22,100.00
3	33406P23 AMBKTM16S	4	TRITON BRKT, VISION, VISION,62" 7" DIA MAX, SP-4126-74-62-PNC	$0.00	$212.00	$848.00
4	33550G8	1	ASSY,CABLE,2070-C12 TO A/SCOPE TS2-RS485	$0.57	$76.00	$76.00
5	1175-010	500	CABLE,ROUND,3 COND, 500' 18 AWG, BLK POLYETHYLENE JCKT	$0.00	$0.68	$340.00

Subtotal	$26,871.00
Shipping & Handling*	
Taxes**	$0.00
Tariffs**	$1.89
TOTAL	$26,872.89

Quotation

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.
Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.
The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 30
FOB: Econolite Factory
Terms: NET30
*Ship Terms: PPD&ADD
**Taxes and Tariffs Estimated (if included)

Humberto Pompa
Humberto Pompa, District Sales Manager
Mobile: +1 2403813935
hpompa@econolite.com

Shipping Date: 10 weeks ARO, approved credit terms and submittal approval when applicable

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"

Memo

To: The Purchasing Department

From: Carey Saffelle, Director of Energy Services

Date: May 30th, 2023

Re: Econolite – Sole Source

The Town of Front Royal's Energy Services Department has exclusively used Econolite for our traffic signals for the past twenty (23) years. We are responsible for fifteen (15) intersections located throughout the town of Front Royal, all of which are outfitted with Econolite equipment. The parts required for any necessary repairs must be purchased directly from Econolite because their equipment is unique to them, and the parts are not interchangeable.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Energy Services

Description of Commodities or Services: Traffic Cabinet / Vision Camera system

On the lines below initial all entries that apply to this procurement.

_____ **Original manufacturer's equipment or parts subject to specific patent or copyright (Please attach supporting documentation)**

__X__ **Equipment or parts not interchangeable with similar parts or equipment of another manufacturer (Please attach supporting documentation)**

_____ **Original manufacturer's parts required to maintain equipment warranty (Please attach copy of manufacturer's warranty)**

_____ **This is the only known equipment or part that meets the specialized needs of this department or perform the intended function (Please attach explanation)**

_____ **This is the only known vendor that can perform the repair, maintenance, or render the service. (Please attach supporting documentation)**

_____ **Commodities or services are only available from this vendor because of legal requirements. (Please attach explanation)**

_____ **None of the above apply (Please attach explanation)**

Based on the above, I request that competitive purchasing procedures be waived and that the commodities or services be procured as a sole source procurement. I have obtained a price quote from this sole source vendor and the price has been determined to be fair and reasonable based on:

Circle one: (History Cost of similar commodities or services)

Published prices **Negotiated cost**

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides that written notification of a sole source purchase must be posted in a designated public area, published in a newspaper of general circulation, or posted on the Town of Front Royal web site.

Initiator: _____ **Date:** 5-11-23
Signature

Verification by Department Head: _____
Signature

Council Consent Agenda Statement

Item # 10C

Meeting Date: June 26, 2023

Agenda Item: Sole Source Traffic Signal Cabinet Replacement at S. Royal Avenue and Criser Road Intersection

Summary: Council is requested to a approve a Sole Source procurement from Econolite for the replacement of the Traffic Signal Cabinet at the S. Royal Avenue/Criser Rd. intersection, in the amount of $31,086.05.

Budget/Funding: 9401-7910 Traffic Signalization $31,086.05

Meetings: Work Session held June 12, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Sole Source procurement from Econolite for the replacement of the Traffic Signal Cabinet at the S. Royal Avenue/Criser Rd. intersection, in the amount of $31,086.05.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"

Memo

To:	The Purchasing Department
From:	Carey Saffelle, Director of Energy Services
Date:	May 30, 2023
Re:	Traffic Signal Equipment- New Control Cabinet

The Department of Energy Services received a quote for the purchase of a – Traffic Signal Cabinet

The Traffic Cabinet is for replacement at S. Royal Ave. at Criser Rd. Intersection.

We have exclusively used Econolite for our traffic signals for over twenty years. All our fifteen intersections are outfitted with Econolite equipment. We recommend awarding the quote, totaling $31,086.05, to Econolite. Funds for this purchase are available from our 9401-7910 account.

Thank you,

Carey Saffelle
Director
Department of Energy Services
Town of Front Royal

Quotation

5/3/2023

To:

Scott Curry Front Royal, VA; Town of Traffic Operations 1101 Manassas Ave Front Royal 22630	Quote Name: Front Royal - Cabinet and ZincBlue with 2 Batteries Project Reference: Econolite Reference: Q-39760-7421

Item #	Part	Qty	Description	Tariff	Price per	Extended
3	1089-220	1	POWER INTERFACE MODULE, 8' NON LOCKING CABLES	$0.00	$1,025.00	$1,025.00
2	1089-204	2	ZINCBLUE2 500W BATTERY MODULE, 500W	$0.00	$4,016.00	$8,032.00
1	1089-201-GTLO	1	UPS 1000W 120VAC IN/120VAC OUT ZINCBLUE2 GTLO PROMOTION	$0.00	$1,923.00	$1,923.00
4	CAB18073	1	TS2-1 PNG P65 DDE BM 16 HORIZ CITY OF HARRISONBURG, VA IN-WHITE/OUT-BARE	$28.70	$13,890.00	$13,890.00
5	31095G20	16	LOAD SWITCH W/INPUT IND, SSR MODEL 200, PDC SSS-86-3	$0.00	$31.00	$496.00
6	1133-141	1	MMU2-16LEip-E W/ETHERNET PORT BLUE ECPI FACEPLATE	$0.00	$1,778.00	$1,778.00
7	COBC22100000000000	1	COBALT C-SERIES SM EOS TS1/TS2-2 8MB DATAKEY NO COMM	$13.35	$3,900.00	$3,900.00

Subtotal	$31,044.00
Shipping & Handling*	
Taxes**	$0.00
Tariffs**	$42.05
TOTAL	$31,086.05

Quotation

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.
Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.
The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 30
FOB: Econolite Factory
Terms: NET30
*Ship Terms: PPD&ADD
**Taxes and Tariffs Estimated (if included)

Humberto Pompa
Humberto Pompa, District Sales Manager
Mobile: +1 2403813935
hpompa@econolite.com

Shipping Date: 12 weeks ARO, approved credit terms and submittal approval when applicable

Town of Front Royal
Department of Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 631-3620
"Powering the community since 1894"

Memo

To: The Purchasing Department

From: Carey Saffelle, Director of Energy Services

Date: May 30th, 2023

Re: Econolite – Sole Source

The Town of Front Royal's Energy Services Department has exclusively used Econolite for our traffic signals for the past twenty (23) years. We are responsible for fifteen (15) intersections located throughout the town of Front Royal, all of which are outfitted with Econolite equipment. The parts required for any necessary repairs must be purchased directly from Econolite because their equipment is unique to them, and the parts are not interchangeable.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Energy Services

Description of Commodities or Services: Traffic Cabinet / Vision Camera system

On the lines below initial all entries that apply to this procurement.

_____ **Original manufacturer's equipment or parts subject to specific patent or copyright (Please attach supporting documentation)**

__X__ **Equipment or parts not interchangeable with similar parts or equipment of another manufacturer (Please attach supporting documentation)**

_____ **Original manufacturer's parts required to maintain equipment warranty (Please attach copy of manufacturer's warranty)**

_____ **This is the only known equipment or part that meets the specialized needs of this department or perform the intended function (Please attach explanation)**

_____ **This is the only known vendor that can perform the repair, maintenance, or render the service. (Please attach supporting documentation)**

_____ **Commodities or services are only available from this vendor because of legal requirements. (Please attach explanation)**

_____ **None of the above apply (Please attach explanation)**

Based on the above, I request that competitive purchasing procedures be waived and that the commodities or services be procured as a sole source procurement. I have obtained a price quote from this sole source vendor and the price has been determined to be fair and reasonable based on:

Circle one: (History Cost of similar commodities or services)

Published prices **Negotiated cost**

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides that written notification of a sole source purchase must be posted in a designated public area, published in a newspaper of general circulation, or posted on the Town of Front Royal web site.

Initiator: _____ **Date:** 5-11-23
Signature

Verification by Department Head: _____
Signature

Council Consent Agenda Statement

Item # 10D

Meeting Date: June 26, 2023

Agenda Item: Sole Source for Turbidimeters and Controller Water Analysis Equipment for Water Plant

Summary: Council is requested to a approve a Sole Source procurement from Hach, the sole manufacturer of the Low Range Laser Turbidimeters, necessary accessories, and service to monitor filtered water to comply with the Virginia Department of Health and Federal water regulations, for the Public Works Water Treatment Plant, in the amount of $48,841.25.

Budget/Funding: 9601-47001 Machinery & Equipment $48,841.25

Meetings: Work Session held June 12, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Sole Source procurement from Hach, the sole manufacturer of the Low Range Laser Turbidimeters, necessary accessories, and service to monitor filtered water to comply with the Virginia Department of Health and Federal water regulations, for the Public Works Water Treatment Plant, in the amount of $48,841.25.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

TOWN OF FRONT ROYAL
Public Works Department
102 E Main Street
P.O. BOX 1560
FRONT ROYAL, VIRGINIA 22630-1560
www.frontroyalva.com

Matthew McDunn
Water Plant Asst. Manager
(540) 636-7474
(540) 636-2890(Fax)
mmcdunn@frontroyalva.com

June 5th, 2023

Memorandum
To: Robbie Boyer, Public Works Director
From: Matthew McDunn, Water Plant Asst. Manager

The Water Treatment Plant would like to purchase six (6) new Hach TU5300sc low range turbidity meters and necessary accessories, to monitor filtered water and to comply with Virginia Department of Health and Federal water regulations.

The current equipment in use at the facility is obsolete, with no replacement parts or factory service offered. With 17 years of service from the older equipment, we are confident that Hach will continue to provide us with the ability to meet and exceed treatment requirements.

The 2023 fiscal year budget for the Water Plant includes funding to cover this purchase, in the amount of $55,000.

Budget code – 9601-R47001 – Machinery & Equipment

If you have any questions or need any further information, please contact me at my office at 540-636-7474.

Thanks,

Matthew McDunn
Water Treatment Plant Assistant Manager
Town of Front Royal

Quotation

Quote Number: 100485253v15
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 06/01/23 Quote Expiration: 06/30/23

TOWN OF FRONT ROYAL
PO BOX 1560
FRONT ROYAL, VA 22630-0033

Name: Mike Kisner
Phone: (540) 636-7474
Email: mkisner@frontroyalva.com

Customer Account Number : 025712

Sales Contact: Taseen Karim Email: tkarim@hach.com Phone: 267-328-8545

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
Option 1 - TU5300 w/ ACM + SC4500 Controller					
1	LXV445.99.53112	TU5300sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version. Standard lead time 10 days.	6	3,634.70	21,808.20
2	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord. Standard lead time 10 days.	6	2,903.20	17,419.20
3	WRTUPGSC4500	WarrantyPlus Partnership provides full coverage, including parts, labor, and travel for instrument startup or one preventative maintenance visit, and on-site repairs with priority status.	5	232.90	1,164.50
4	WRTUPGTU53XX - 4 VISIT	WarrantyPlus Service Agreement includes one start-up and three preventative maintenance/calibration visits per year, all parts, labor, and travel for on-site repairs, unlimited technical support calls, and free firmware updates. Automatic Cleaning Module is not covered under this offering.	5	764.15	3,820.75
5	TU5TRANSITION	Includes decommissioning of 1720E and mounting of TU5. Charged on a per instrument basis. Available only for existing 1720E installations with TU5-compatible controller (sc200 or greater). Must purchase with 4V WarrantyPlus Partnership. Transition support service will occur	5	164.00	820.00

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
		during first WarrantyPlus visit.			
6	WRTUPGTUACM	Must be sold with a TU5300 or TU5400 instrument service agreement. WarrantyPlus Service Agreement includes one start-up or preventative maintenance visit per year, all parts, labor, and travel for repairs, and unlimited technical support calls.	5	178.50	892.50
7	LZY907.97.00002	Maintenance Kit for TU5300sc and TU5400sc Laser Turbidimeter, with RFID Sealed Vials. Standard lead time 5 days.	1	1,553.25	1,553.25
8	LZY916	vv Process head w/o vial w/connect.TU5. Standard lead time 10 days.	1	237.50	237.50
9	LZY918	Seal for online vial, TU5 series. Standard lead time 10 days.	1	21.27	21.27
10	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter. Standard lead time 5 days.	1	46.69	46.69
11	LZY917	vv Nut for online vial TU5xxx. Standard lead time 10 days.	1	29.50	29.50
		1 extra TU5300 and 1 extra SC4500 for spares.			
				Subtotal	$ 47,813.36
				Estimated Ground Shipping	$ 1,027.89
				Grand Total	$ 48,841.25

TERMS OF SALE

Freight: Collect And Paid By Customer NHF

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:
Terms are Subject to Credit Review
In order for Hach to process the order as quickly as possible, please provide the following information.
• Complete Billing address.
• Complete Shipping address.
• Part numbers and quantities of items being ordered.
• Please reference the quotation number on your purchase order

If the order is over $25,000 Hach will also require the following additional information.
• Pricing
• Purchase Order Number
• Freight terms and INCO term FOB Origin or FCA Shipping Point
• Required delivery date
• Vendor name should specify "Hach Company" with the Loveland address:
  o Hach, PO Box 389, Loveland, CO 80539
• Credit terms of payment. Default payment terms are Net 30.
• Indicate if order needs to ship complete or if it can ship partial.
• Tax status
• Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase
Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:
Name: Taseen Karim
Title: Regional Sales Manager
Phone: 267-328-8545
Email: tkarim@hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See ¶20 for further wire transfer requirements.

7. LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up*!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. FUNDS TRANSFERS (PAYMENTS): Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. ENTIRE AGREEMENT, TERM & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. APPENDICES: If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Be Right™

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service

Protect your investment & peace of mind
- ✓ A global partner who understands your needs
- ✓ Delivers timely, high-quality service you can trust
- ✓ Provides team of unique experts to help you maximize instrument uptime
- ✓ Ensure data integrity
- ✓ Maintain operational stability
- ✓ Reduce compliance risk

www.hach.com/service-contracts

Pick&Ship™

Pick&Ship™ Program offers a better way to keep your supplies in stock
- ✓ **Convenience** of one purchase order for the entire year
- ✓ **Flexibility** to change, cancel or create new orders
- ✓ **Savings** from locking in prices & thus avoiding price surges and rush charges
- ✓ **Peace of mind** with automatic, reliable shipments just as you need them

www.Hach.com/pickandship

Technical Support

Provides post-sale instrumentation and application support
- ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.
- ✓ Available via phone, e-mail, or live online chat at Hach.com!
- ✓ Fast access to answers at https://support.hach.com
- ✓ Toll-free phone: 800-227-4224
- ✓ E-mail: techhelp@hach.com

www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery
- ✓ Receive tracking numbers on your order acknowledgement
- ✓ Hach will assist with claims if an order is lost or damaged in shipment

Save Time – Less Hassle
- ✓ No need to set up deliveries for orders or to schedule pickup
- ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.

Save Money
- ✓ No additional invoice to process – save on time and administrative costs
- ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES [1, 2, 3, 4] *Pricing Effective 4/11/2020*

Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	**Collect** [4] Handling Fee *Effective 4/11/2020*
$0.00 - $49.99	$17.99	$44.99	$83.90	$72.21	$137.27	$13.47
$50.00 - $149.99	$28.59	$84.27	$159.00	$120.84	$229.73	$13.85
$150.00 - $349.99	$50.22	$133.98	$272.91	$169.07	$329.04	$14.72
$350.00 - $649.99	$69.95	$182.91	$363.75	$228.65	$442.76	$15.48
$650.00 - $949.99	$88.16	$191.13	$399.98	$236.66	$446.10	$16.04
$950.00 - $1,999.99	$110.91	$235.85	$498.69	$280.67	$543.06	$17.52
$2,000.00 - $3,999.99	$128.04	$250.64	$513.44	$291.54	$554.54	$20.22
$4,000.00 - $5,999.99	$148.44	$260.33	$538.23	$292.89	$570.53	$24.90
$6,000.00 - $7,999.99	$175.40	$296.40	$612.84	$323.07	$622.86	$29.04
$8,000.00 - $9,999.99	$200.15	$336.83	$658.19	$360.41	$683.52	$33.51
Over $10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	$51.84

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

HACH COMPANY | 5600 Lindbergh Drive | PO Box 389 | Loveland, Colorado 80539 | P 970.669.3050 | F 970.669.2932 | hach.com

The Sole Authorized Manufacturer

April 24, 2023

Customer Name: TOWN OF FRONT ROYAL
Customer Address: PO BOX 1560
Customer City, State & Zip: FRONT ROYAL, VA 22630

Customer Account Number: 025712

LXV445.99.53112	TU5300sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version
LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord.

This letter is to confirm that Hach Company is the sole authorized manufacturer of the item(s) listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 800-227-4224.

Thank you.

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Water Treatment / Public Works
Description of Commodities of Services: Hach turbidity meters

On the lines below initial all entries that apply to this procurement.

MPM **Original manufacturer's equipment or parts subject to specific patent or copyright (Please attach supporting documentation)**

MPM **Equipment or parts not interchangeable with similar parts or equipment of another manufacturer (Please attach supporting documentation)**

MPM **Original manufacturer's parts required to maintain equipment warranty (Please attach copy of manufacturer's warranty)**

_____ **This is the only known equipment or part that meets the specialized needs of this department or perform the intended function (Please attach explanation)**

_____ **This is the only known vendor that can perform the repair, maintenance, or render the service. (Please attach supporting documentation)**

_____ **Commodities or services are only available from this vendor because of legal requirements. (Please attach explanation)**

_____ **None of the above apply (Please attach explanation)**

Based on the above, I request that competitive purchasing procedures be waived and that the commodities or services be procured as a sole source procurement. I have obtained a price quote from this sole source vendor and the price has been determined to be fair and reasonable based on:

Circle one: **History Cost of similar commodities or services**

Published prices **(Negotiated cost)**

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides that written notification of a sole source purchase must be posted in a designated public area, published in a newspaper of general circulation, or posted on the Town of Front Royal web site.

Iniator: _____ **Date:** 6-5-23
Signature

Verification by Department Head: _____
Signature

HACH COMPANY | 5600 Lindbergh Drive | PO Box 389 | Loveland, Colorado 80539 | P 970.669.3050 | F 970.669.2932 | hach.com

The Sole Authorized Manufacturer

April 24, 2023

Customer Name: TOWN OF FRONT ROYAL
Customer Address: PO BOX 1560
Customer City, State & Zip: FRONT ROYAL, VA 22630

Customer Account Number: 025712

LXV445.99.53112	TU5300sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version
LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord.

This letter is to confirm that Hach Company is the sole authorized manufacturer of the item(s) listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 800-227-4224.

Thank you.

Council Consent Agenda Statement

Item # 10E

Meeting Date: June 26, 2023

Agenda Item: Receive Donation of Used Tasers from Loudon County Sherriff's Office

Summary: Council is requested to approve the receipt of a donation of (42) used Taser X26 Less Lethal Conductive Electrical Weapons (CEW) from Loudoun County Sheriff's Office.

Budget/Funding: No impact to existing budget

Meetings: Work Session held June 12, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the receipt of a donation of (42) used Taser X26 Less Lethal Conductive Electrical Weapons (CEW) from Loudoun County Sheriff's Office.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Council Consent Agenda Statement

Item # 10F

Meeting Date: June 26, 2023

Agenda Item: Receive Donation of Police Bicycles from Winchester Police Department

Summary: Council is requested to approve the receipt of donations of one (1) Cannodale and four (4) Trek Mountain Police Bicycles from the Winchester Police Department.

Budget/Funding: No impact to existing budget.

Meetings: Work Session held June 12, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the receipt of donations of one (1) Cannodale and four (4) Trek Mountain Police Bicycles from the Winchester Police Department.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Council Consent Agenda Statement

Item #10G

Meeting Date: June 26, 2023

Agenda Item: FY24 Budget Amendment and Transfer for Speed Camera Enforcement Services in School Zones

Summary: Council is requested to approve a FY24 Budget Amendment and FY24 Budget Transfer for the procurement of Speed Camera Enforcement Services in School Zones in the amount of $112,500.00 by utilizing a Cooperative Contracting Procurement Agreement between Wythe County and Blue Line Solutions.

The Virginia Code authorizes collection of a civil penalty up to $100.00 for speeding violations of 11 miles per-hour or more in school and construction zones. The Town would agree to pay Blue Line Solutions a fee of $25.00 per violation processed which will be subtracted from the Town's gross receipts of paid summonses.

Blue Line Solutions, turn-key Automated Speed Enforcement System at no cost to the Town includes:

a. Installation, infrastructure including communications and wireless integration.
b. Ongoing service and maintenance.
c. All website and Call Center Support.
d. Citation issuance and mailing; first mailed notice, second reminder mailed notice.
e. Processing Services.

Budget/Funding: Blue Lines Solution shall deduct $25.00 per violation event processed and remaining proceeds to the Town.

FY24 Budget Amendment

1000-3140104	General Fund Automated Speed Fines	$112,500.00
9790-49006	General Fund Transfer to Street Fund	$112,500.00

FY24 Budget Transfer

4500-3240407	Street Fund Transfer From General Fund	$112,500.00
4500-47909	Highway Maintenance New Sidewalk	$112,500.00

Meetings: Work Session held June 12, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a FY24 Budget Amendment and FY24 Budget Transfer for the procurement of Speed Camera Enforcement Services in School Zones in the amount of $112,500.00 utilizing a Cooperative Contracting Procurement Agreement between Wythe County and Blue Line Solutions. I further move that all proceeds benefit the construction of new sidewalks around the area schools.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

AN AGREEMENT BETWEEN

BLUE LINE SOLUTIONS, LLC.
AND
FRONT ROYAL

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TRUEBLUE™
SPEED ENFORCEMENT | SCHOOL ZONE

AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between ***Blue Line Solutions, LLC*** (herein "BLS"), and the ***City of Front Royal*** (herein "Municipality"), within the Commonwealth of Virginia.

RECITATIONS

WHEREAS, the General Assembly of the Commonwealth of Virginia has authorized localities to enact ordinances to monitor, enforce and penalize violations of school zone and highway construction zone speed limits; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Speed Enforcement System" (herein "ASE" or "ASE System") and the "Manned Photo Laser System" (herein "MPL" or "MPL System"); and

WHEREAS, Municipality desires to use the ASE and MPL Systems to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement; and

WHEREAS, Municipality has no authority to conduct speed enforcement and traffic safety activities on its own, but relies on its duly-elected or appointed Chief or Sheriff for law enforcement functions, including speed and traffic enforcement, to include school zones and highway construction safety zones; and

WHEREAS, the Municipality has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance;

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

"Agency" means national, federal, state or local law enforcement agency within the municipality charged with its law enforcement functions. This includes, but is not limited to any: Police Office or Department, Sheriff's Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.

"ASE System" or "APSE System" means Automated, Stationary Photo Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date with images of such vehicle.

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"MPL System" means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such date with images of such vehicle.

"Municipality" means, any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include, but are not limited to a: hamlet; village; borough (boro), town, township, city, precinct, district, parish, county, or state.

"Notice of Liability" means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the ASE and MPL System.

"Person" or **"Persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

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1. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A.**

2. MUNICIPALITY AGREES TO PROVIDE:

The scope of work identified in **Exhibit B.**

3. TERM AND TERMINATION

a. The term of this Agreement shall be for 2 (two) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 2 (two) year periods at the sole option of Municipality. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

   Either party shall have the right to terminate this Agreement by written notice:

i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (a) if the Municipality terminates the Agreement prior to the expiration of any term, the Municipality shall pay the applicable costs set forth in Exhibit C; and (b) the Municipality shall not terminate this Agreement without cause in the first year of the term;

ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of either the ASE or MPL Systems or the parties' obligations under this Agreement;

iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use best efforts to continue to process any and all pending and legitimate traffic law Violations. Accordingly, the parties shall have the following obligations which continue during the termination process: Municipality shall cease using the ASE and MPL Systems, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees (as described in **Exhibit C**) specified in the Agreement as if the Agreement were still in effect.

c. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE and MPL Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE and MPL Systems or the enforcement of the underlying infractions, shall also automatically terminate this agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.

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4. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

5. FEES AND PAYMENT

The Municipality shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to Municipality on a monthly basis and provide proper payment to Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS in order to provide a transparent audit process for all payment collected.

6. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE and MPL Systems shall be made available to the Municipality at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

7. CONFIDENTIAL INFORMATION

No information provided by BLS to Municipality will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any the "Virginia Freedom of Information Act" or similar laws, insofar as they may be applicable.

8. OWNERSHIP OF SYSTEM

It is understood by the Municipality that the ASE and MPL Systems and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately

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procured by Municipality. The ASE and MPL Systems are being provided to Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE and MPL Systems, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right, but not the obligation, to remove any equipment provided.

9. LEGAL COMPLIANCE

Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the ASE and MPL Systems and associated summons procedures comply with federal, state, and local laws and ordinances.

10. INDEMNIFICATION

The Municipality shall at all times comply with all federal, state and local laws, ordinances and regulations. The Municipality acknowledges that they reasonably believe the ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. The Municipality shall comply with the maintenance procedures and manufacturer recommendations for operation of the ASE System equipment.

The Municipality shall indemnify and hold harmless BLS against any claims arising from:

a. Violation of any federal, state and local laws, ordinances and regulations;

b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for operation of the equipment;

c. Any claims as a result of the negligence or willful misconduct of the Municipality, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

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12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in Section 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed, if necessary, by professionally assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

15. ADDITIONAL SERVICES

Additional systems and services provided by BLS may be added to this Agreement by mutual consent of the parties. In the event the Municipality agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, Municipality authorize BLS to withdraw invoiced amounts on a one-time basis, or monthly basis, whichever is chosen by the Municipality, as payment for products/services, subject to review and approval by the Municipality. Such services may include but are not limited to Automated License Plate Recognition Systems, Surveillance Cameras, Video Management Systems, or other related technologies.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

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17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Summons issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions:	**Notices to Sussex County**
Mark Hutchinson, CEO 4411 Oakwood Dr. Chattanooga, TN 37416	Front Royal, VA

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22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

23. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

24. COOPERATIVE PROCUREMENT AGREEMENT

This agreement follows notice of cooperative procurement advertised by Wythe County, Virginia. Other Virginia local governments (counties, cities, towns) may, at their option, enter into agreement with *Blue Line Solutions*, *LLC* under the terms of this contract, which may be modified to the unique circumstances of each local government.

COOPERATIVE PROCUREMENT NOTICE: This solicitation is a cooperative procurement. Pursuant to Virginia Code Section §2.2-4304, any resultant contract from this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms and conditions and specifications of this solicitation.

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25. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

_____

By: _____

Front Royal
Commonwealth of Virginia

_____
Authorized Signature (*Municipality*)

Approved and authorized this _____day of _____, 2023.

Front Royal
Commonwealth of Virginia

_____
Authorized Signature (*Municipality*)

Approved and authorized this _____day of _____, 2023.

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Exhibit A

BLS Obligations and Scope of Work

1. BLS at the request of Municipality shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the ASE and MPL System equipment.

2. BLS shall provide the quantities of ASE and MPL System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE and MPL Systems to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.

3. BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Liability. Subject to the approval and authorization from Municipality, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. Subsequent Notices or collections notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.

4. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the ASE and MPL Systems, assuming BLS is authorized to receive such registration data, at no additional cost to the Municipality.

5. BLS shall provide the Agency with an Evidence Package to include a set of images with related documentation for each notice of violation contested.

6. BLS shall provide necessary training for persons designated by the Municipality and the Agency, and provide reasonable public relations resources to Municipality.

7. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.

8. BLS shall provide to Municipality and the Agency a monthly report of ASE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:

a. Total number of Violation events.

b. Total number of actionable Violation events.

c. Total number of Notices of Liability issued.

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d. Total number of Notices of Liability paid.

e. Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the Municipality.

BLS shall also provide a copy of the bank statement each month as part of the monthly reporting to Agency.

9. BLS shall provide all routine maintenance of ASE and MPL Systems equipment and timely respond to equipment repairs.

10. BLS will provide services and data for public information & education (PI&E) campaigns prior to the deployment of any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E through the life of the program.

11. BLS will provide one (1) Thirty-Day warning period at no charge to municipality as part of this agreement. Additional warning periods, as requested by municipality, will be subject to the fees per **Exhibit C.**

12. BLS will provide data and reporting information as required by Virginia Code § 46.2-882.1.B.9. for filing the report to the Department of State Police by January 15 of each year.

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Exhibit B

Municipality Obligations and Scope of Work

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable law, and/or policies.

2. The Municipality agrees to direct its Agencies and departments to work with BLS with respect to required system and program implementation to the best of their ability and provide reasonable access to Municipality's personnel and facilities in order to permit BLS and the Municipality to fulfill the obligations under this Agreement.

3. The Municipality agrees to use due diligence in working with BLS in securing all necessary permits or other documentation necessary to operate ASE and MPL Systems under its control. Further, if ASE systems are operated in school zones or construction zones. Municipality shall also assist BLS in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality or other government agency, as applicable, for operation in such locations. Municipality shall provide any necessary permits at no cost to BLS.

4. The Municipality will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricity hookup, etc. needed. Municipality will obtain all Municipality, state, and Municipality or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System.

5. The Municipality shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.

6. The Agency shall ensure that each ASE and MPL System shall be in place and operating each month in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God or court order.

7. The Agency shall diligently prosecute each valid Notice of Liability and collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.

8. The Municipality and/or Agency shall cause an authorized officer of the agency to carefully review each potential Violation captured by the ASE and MPL System and shall transmit an electronic signature to each Notice of Liability approved by Municipality.

9. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole

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discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.

10. The Municipality shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations.

11. The Municipality shall provide customary fine collection services for all final dispositions for contested violations. The Municipality agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.

12. The Municipality shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.

13. As necessary, Municipality shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of Municipality for the purposes of accessing vehicle ownership information on behalf of Municipality.

14. If the Agency operates the ASE systems in school zones, Municipality shall supply BLS with appropriate school schedules and times for pre and ongoing programming of cameras and other system equipment for use, as provided by the school system. The Municipality and/or the Agency shall also notify BLS of any unscheduled school closings or disruptions in normal schedule. This includes early dismissals, snow days, school cancellations, etc. BLS shall wait one business day to process any violations received, so as to ensure adequate time is given for any potential such notification. To the extent permitted by law, the Municipality shall indemnify and hold harmless BLS against all liabilities and expenses arising from Municipality's failure to notify BLS of any closings or changes in school schedules.

15. The Municipality shall promptly reimburse BLS for negligent or intentional damage to the ASE and MPL System caused by Municipality, its employees, or authorized agents.

16. The Municipality shall provide a project manager or other designated individual with authority to execute Municipality's responsibilities under the Agreement.

17. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility with written authority provided by the Municipality.

18. The Municipality agrees to be responsible for notifying BLS of any resignations or terminations of their personnel for removal from all applicable systems. This is required to maintain CJIS access and compliance.

19. The Municipality agrees to operate all ASE systems as per **Exhibit E.**

20. The Municipality agrees to provide and maintain current all information requested on **Attachment A.**

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Exhibit C

Virginia Service Fees

Virginia Code authorizes collection of a civil penalty up to $100 for speeding violations of 11 miles-per-hour or more in school and construction zones. The Municipality agrees to pay BLS a fee of $25.00 per violation event processed which will be subtracted from the Municipality's gross receipts of paid summonses. ***Fee(s) as itemized below include:***

1. Blue Line Solutions, turn-key Automated Speed Enforcement System for all ASE and MPL Systems equipment, including;
    a. Installation, infrastructure including; Communications and wireless integration
    b. Ongoing service and maintenance
    c. All website and Call Center Support.
    d. Citation issuance and mailing; first mailed notice, second reminder mailed notice.
    e. Processing Services
        i. BLS shall provide processing services, which will include the following:
            1. Summons processing of speeding violations
            2. Agency summons approval process
            3. Summons Mailing
            4. Returned Mail
            5. Change of Address (COA) lookup
            6. COA Summons Reissue
        ii. Affidavit process as defined in §46.2-882.1, Section 3
        iii. Affidavit process as defined in §46.2-882.1, Section 5 "a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided in subdivision 3"
        iv. Reports as required by §46.2-882., Section 9
        v. Payment Services for collections of summons payments
            1. Call Center Support

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2. Mail Center Support

3. Web Payment Support

vi. Court Liaison Services

1. Evidential case information on each contested summons

2. Assistance with establishment of court process

2. Costs associated with the ASE System installation, infrastructure, development, and implementation are recovered/amortized equally and monthly by BLS over the initial term of this agreement from net revenue generated and apportioned to BLS under this revenue sharing agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery/amortization of above stated costs by BLS, the Municipality will be responsible for the balance.

The parties agree the cost of installation, infrastructure, development, and implementation of the ASE System is *$75,000* per installed ASE System zone(s), and upon early termination under Section 3.a.(i) prior to the end of the initial term of this agreement. Full payment of all such costs will be due within 30 days after the date of termination.

3. Additional Warning Periods

BLS will provide one (1) Thirty-Day warning period at no charge to Municipality as part of this agreement. The fee for additional warnings shall be $25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

4. Additional & Special Reporting Requests

Additional requests for special reports or additional information beyond the scope of this agreement may be subject to additional fees.

5. Violation Information Sheet

Optional: BLS will make available a Violation Information Sheet (VIS) for mailing with Violations. The VIS will include general information about the automated speed enforcement program, the varying methods in which it is administered and traffic related statistics to validate the need for the program. The fee for this service will be $2.50 per mailed Violation and shall be subtracted from the Municipality's gross receipts. [ ] **Place X in box if declined.**

6. Fees Charged to Violators

A credit card convenience fee of $5.90 to be charged to the violator using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. Such

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convenience fees shall be collected by BLS during payment of Violation and shall not be shared with Municipality or included in Municipality's share of Revenue.

7. Pricing Alteration

This pricing may be changed by agreement of both parties in the event the General Assembly changes allowable charges by statute.

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Initial of Authorized Signature _____

Exhibit D

Number and Locations of ASE and MPL System Equipment

1. The number of ASE and MPL Systems, as well as the locations for equipment installation will be determined after a careful analysis by the Municipality, the Agency and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways.

2. Radar Feedback Signs

BLS will provide and install radar speed signs for ASE System to be utilized in school zones, where permitted by law. BLS will only provide service/maintenance on the signs throughout the manufacturer's warranty period. The signs will be installed at the discretion on BLS, and as per approved site construction plans, generally one (1) per ASE System. Notwithstanding the foregoing, the parties agree that the Municipality shall be responsible for assisting BLS in the placement, service, installation and obtaining any regulatory approval related thereto.

3. Automated License Plate Recognition (ALPR) Cameras

BLS may choose to provide Automated License Plate Recognition (ALPR) cameras with an ASE Systems under this agreement, as long as this agreement remains in effect, and provided that Municipality operates each ASE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the ASE infrastructure. Additional ALPR systems may be purchased as described in Section 15 of this agreement.

4. Expert Witness

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the ASE and MPL Systems.

COPY

Exhibit E

Automated Speed Enforcement (ASE) System Operations

1. Operating Times

Municipality agrees to operate ASE Systems in designated areas for the maximum time permitted by law. As provided by the Municipality in Attachment A.

2. Operating Speeds

Municipality agrees to operate ASE Systems in areas at the minimum enforceable speed limit permitted by law. As provided by the Municipality in Attachment A.

3. School Zone Flasher Schedule

Municipality agrees to provide active school zone flasher times to BLS, and maintain the schedule, updating each semester or as needed. Municipality will ensure that the Flasher programming matches the school zone flasher schedule.

COPY

Agreed to this date: _____

_____ _____

Authorized Signature *(Municipality)* Date

_____ _____

Signature Date

Blue Line Solutions, LLC
4411 Oakwood Dr.
Chattanooga, TN 37416

Attachment A

Blue Line Solutions, LLC
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416
423.333.0490

AGENCY: _____
AGENCY CONTACT: _____
CONTACT NUMBER: _____
ADDRESS: _____
_____
DATE VERIFIED: _____
SIGNATURE: _____

The information requested below is vital for the speed enforcement program. We ask that you fill out the form below to ensure that Blue Line Solutions provides the exact data required for each school zone where there will be enforcement and reporting.
Please contact and visit the schools to ensure school zone times and posted speed limits are correct.

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

COPY

TRUEBLUE SPEED ENFORCEMENT | SCHOOL ZONE

Initial of Authorized Signature _____

Council Consent Agenda Statement

Item #10H

Meeting Date: June 26, 2023

Agenda Item: Re-appointment of Non-Elected Representative to the Northern Shenandoah Valley Regional Commission (NSVRC)

Summary: Council is requested to reappoint Director of Planning Lauren Kopishke as the non-elected representative to the Northern Shenandoah Valley Regional Commission (NSVRC) to a three-year term ending June 30, 2026.

Budget/Funding: None

Meetings: work Session held June 5, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council reappoint Director of Planning Lauren Kopishke as the non-elected representative to the Northern Shenandoah Valley Regional Commission (NSVRC) to a three-year term ending June 30, 2026.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Council Consent Agenda Statement

Item #10I

Meeting Date: June 26, 2023

Agenda Item: Refer to the Planning Commission a Text Amendment to Town Code §175-110.5 Performance Standards for Urban Agriculture Pertaining to Number of Chickens allowed in Town Limits

Summary: Council is requested to refer to the Planning Commission a text amendment to Town Code §175-110.5 Performance Standards for Urban Agriculture that would allow chickens in Town limits based on square footage of coop and run space and report back to Council with recommendation(s).

*Staff recommends no more than 10 chickens per property.
*Staff recommends no changes to rabbits or beehive regulations.

Budget/Funding: None

Meetings: Work Session held June 12, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council refer to the Planning Commission a text amendment to Town Code §175-110.5 Performance Standards for Urban Agriculture that would allow up to 10 chickens in Town limits based on square footage of coop and run space and report back to Council with recommendation(s).

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

175-110.5 PERFORMANCE STANDARDS FOR URBAN AGRICULTURE

Urban Agriculture, as defined under Section 175-3 of this Chapter, shall comply with the following performance standards.

A. A zoning permit shall be required for the keeping of animals kept in association with urban agriculture when located on a lot less than 1 acre. Such a zoning permit application shall include a management plan that adequately addresses waste disposal, site suitability, setbacks, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance. The management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. Conditions of approval or recommendations may be required as part of the zoning permit based on the management plan or other recommendations of the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. The zoning permit shall only be valid for one (1) year; except that, the Zoning Administrator may successively renew the permit in additional one (1) year increments upon expiration; provide that, the use remains in compliance with the management plan and otherwise remains lawful.

B. Single family, duplex or two-family dwellings shall be permitted to keep up to six (6) female chickens (non-crowing hens only), six (6) bee hives, and/or six (6) rabbits.

C. Other types of residential uses, such as townhouses, condominiums, multi-family (apartments), are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.

D. Commercial and industrial uses, excluding schools, are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.

E. Roosters, livestock (excluding rabbits), and fowl (excluding hens) are prohibited on lots less than one (1) acre in land area.

F. Pigs are restricted, regardless of lot size, unless a Special Use Permit or Proffer is submitted and approved.

G. Chickens, bees, and rabbits are restricted from the front yard and corner side yard on corner lots.

H. Chickens and rabbits shall be kept within an enclosed area that includes a chicken coop or rabbit hutch. Such facilities shall be kept clean and maintained in good condition.

I. Chickens coops shall be setback at least ten (10) feet from side and rear property lines. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

J. Any permit issued for Urban Agriculture may be revoked by the Zoning Administrator if such use significantly deviates from the approved zoning permit and/or management plan; or if such

COPY

use creates a violation of the Town Code, including, but not limited to, an unpermitted expansion, noise violation, unpermitted development activity, or nuisance.

K. The sale of goods or services related to Urban Agriculture is not authorized, except where such sale or services is allowed as a principal use of the property. This restriction shall not include the incidental selling or trading with neighbors, family or friends; nor shall it exclude selling produce off-site at farm markets or other venues.

L. The above requirements are considered in addition to all other requirements of the Town Code that may apply.

M. Urban agriculture is not permitted as a principal use of a property; except that, this restriction shall not apply to outdoor gardens.

N. Bee hives must be setback at least ten (10) feet from side and rear property lines, and shall be enclosed on all sides by a fence at least 4 feet in height. A sign between two (2) and four (4) square feet shall be clearly located on the fence to communicate that bees are being kept within the enclosure.

O. Harvesting of honey shall take place within an enclosed building.

COPY

Council Consent Agenda Statement

Item #10J

Meeting Date: June 26, 2023

Agenda Item: FY23 Budget Amendment to Trade and Purchase Police Firearms

Summary: Council is requested to approve the trade and purchase of Police Department firearms to and from Atlantic Tactical totaling $16,938.00 and approve a FY23 Budget Amendment in the amount of $16,938.00 to allow the use of asset forfeiture funds to be used for the purchase.

Staff obtained three written quotes from vendors, Atlantic Tactical's quote is the most beneficial for trade and purchasing of firearms. Council's approval is required to allow the Town to use asset forfeiture funds for the purchase.

Budget/Funding:

1610-3510110	Asset Forfeitures Appropriated Funds Forward	$16,938.00
1610-47001	Asset Forfeitures Machinery & Equipment	$16,938.00

Meetings: Work Session held May 1, 2023

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the trade and purchase of Police Department firearms to and from Atlantic Tactical totaling $16,938.00 and approve a FY23 Budget Amendment in the amount of $16,938.00 to allow the use of asset forfeiture funds to be used for the purchase.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

ATLANTIC TACTICAL™
OUTFITTING AMERICA'S HEROES
772 Corporate Circle, New Cumberland, PA 17070
Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463
REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE

SQ-80771582	4/20/2023

Customer	Contact	Ship To
FRONT ROYAL PD (VA) Alisa Scott PO Box 1560 FRONT ROYAL VA 22630 Tel: (540)-636-6889,(540)-631-3621 Fax: (540)-636-7473		FRONT ROYAL PD (VA) Jason Ryman 900 Monroe Police Dept FRONT ROYAL VA 22630 Tel: (540)-636-6889

Account	Terms	Due Date	Account Rep	Schedule Date
266658	NET120 Days	8/18/2023	Austin Keaton	4/20/2023

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-80771582	Brian Whited	#793584 glock	FDX G Ground	1	6/7/2023 11:02:18PM

L	Item	Description	Qty		Price	UM	Discount	Amount
1		*FET and LOI REQUIRED						
2	Product	Glock part # PA455S302MOS6H2 G45 MOS-Holosun 509TRD- AG NTF/NTR sights	50		$812.32	EA		$40,616.00
3								
4								
5	TRADE-IN	Trade- In H&K UMP45, .45, 8", 5 - 10 YO, Fixed Steel Sights, Select Fire, (2) Magazines, Good Condition	7		$-975.00	EA		$-6,825.00
6								
7	TRADE-IN	Trade- In Glock 21, .45, 5 - 10 YO, GEN4, About Half with Box, No Magazines	1		$-331.00	EA		$-331.00
8								
9	TRADE-IN	Trade- In Glock 21, .45, 5 - 10 YO, GEN4, About Half with Box, No Magazines	41		$-297.00	EA		$-12,177.00
10								
11	TRADE-IN	Trade- In Glock 21, .45, 5 - 10 YO, GEN4, No Magazines, About Half with Box	1		$-95.00	EA		$-95.00
12								
13	TRADE-IN-MAG	Trade- In of Magazines for Glock 21 -Used	138		$-8.00	EA		$-1,104.00
14								
15	TRADE-IN-MAG	Trade- In of Magazines for Glock 21 - New In Package	4		$-8.00	EA		$-32.00
16								
17	TRADE-IN	Trade- In Glock 30S, .45, 5 - 10 YO, GEN3, Night Sights, About Half with Box, No Magazines, Good Condition	7		$-297.00	EA		$-2,079.00
18								
19	TRADE-IN	Trade- In Glock 30, .45, 5 - 10 YO, GEN3, Night Sights, About Half with Box, No Magazines, Good Condition	3		$-297.00	EA		$-891.00

Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.

Page	1
Sub Total	$17,082.00

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Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463
REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE

SQ-80771582	4/20/2023

Customer

FRONT ROYAL PD (VA)
Alisa Scott
PO Box 1560
FRONT ROYAL VA 22630
Tel: (540)-636-6889,(540)-631-3621
Fax: (540)-636-7473

Contact

Ship To

FRONT ROYAL PD (VA)
Jason Ryman
900 Monroe Police Dept
FRONT ROYAL VA 22630
Tel: (540)-636-6889

Account	Terms	Due Date	Account Rep	Schedule Date
266658	NET120 Days	8/18/2023	Austin Keaton	4/20/2023

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-80771582	Brian Whited	#793584 glock	FDX G Ground	2	6/7/2023 11:02:18PM

L	Item	Description	Qty	Price	UM	Discount	Amount
20							
21	TRADE-IN-MAG	Trade- In of Magazines for Glock 30/30S - USED	18	$-8.00	EA		$-144.00
22							
23	TRADEVALID	Trade in quotes valid for 120 days. 8/24/23 Trade value is based on conveyed condition and is therefore subject to change upon final inspection of the weapons and/or accessories. Engraving, paint or other damage to the finish may negatively affect the trade value. $15 deduction will be taken for each missing magazine.	0	$0.00	EA		$0.00
24							

Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$16,938.00
Total	$16,938.00
Balance	$16,938.00

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Council Consent Agenda Statement

Item #10K

Meeting Date: June 26, 2023

Agenda Item: Resolution to Cancel the Regular Scheduled Work Session of July 3, 2023

Summary: Council is requested to approve a resolution that cancels the regular scheduled work session of July 3, 2023.

Budget/Funding: None

Meetings: Mayor mentioned during the June 12, 2023 Work Session

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Resolution to Cancel the Regular Scheduled Work Session of July 3, 2023, as presented.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

RESOLUTION
TO CANCEL REGULAR WORK SESSION

WHEREAS, a Regular Work Session is scheduled for Monday, July 3, 2023; and,

WHEREAS, the July 3, 2023 Regular Work Session falls on the day before the July 4th Independence Day Holiday, with the Warren County offices being closed and with citizens extending their holiday weekend, creating circumstances beyond the Town's control and constituting an unforeseen probable issue of low citizen attendance at this meeting; and,

WHEREAS, the added possibility of not having a quorum of Council, it is in the best interest of the community to cancel the regular work session of July 3, 2023; and,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Town Council of the Town of Front Royal approve the cancellation of the regularly scheduled work session of July 3, 2023.

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2023 upon the following recorded vote:

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

****

Approved as to Form and Legality:

_____

George M. Sonnett, Jr., Town Attorney Dated: _____

Council Regular Agenda Statement

Item #11A

Meeting Date: June 26, 2023

Agenda Item: Resolution of Support for a Joint Project between the Town of Front Royal's ESAC, Public Works Department and the Rotary Club of Warren County for Renovation and Beautification of the Front Royal's Eastern Entrance Corridor located at the Corner of John Marshall Highway and South Commerce Avenue

Summary: Council is requested to approve a Resolution of Support for a Joint Project between the Town of Front Royal's ESAC, Public Works Department and the Rotary Club of Warren County for Renovation and Beautification of the Front Royal's Eastern Entrance Corridor located at the Corner of John Marshall Highway and South Commerce Avenue as presented.

Budget/Funding: None

Meetings: None

Proposed Motion: I move that Council approve a Resolution of Support for a Joint Project between the Town of Front Royal's ESAC, Public Works Department and the Rotary Club of Warren County for Renovation and Beautification of the Front Royal's Eastern Entrance Corridor located at the Corner of John Marshall Highway and South Commerce Avenue as presented.

Moved _____ *Seconded* _____

DeDomenico-Payne _____ *Ingram* _____ *Morris* _____ *Rappaport* _____ *Rogers* _____ *VM Sealock* _____

RESOLUTION OF SUPPORT

FOR A JOINT PROJECT BETWEEN THE TOWN OF FRONT ROYAL'S ENVIRONMENTAL SUSTAINABILITY ADVISORY COMMITTEE, THE TOWN OF FRONT ROAYL PUBLIC WORKS DEPARTMENT, AND THE ROTARY CLUB OF WARREN COUNTY

WHEREAS, a joint project is being proposed for the renovation and beautification of Front Royal's Eastern Entrance Corridor located at the corner of John Marshall Highway and South Commerce Avenue; and,

WHEREAS, the Environmental Sustainability Advisory Committee [ESAC], a Town Council appointed committee along with staff from the Town's Public Works Department will provide project management and maintenance [in kind contributions]; and,

WHEREAS, the Rotary Club of Warren County is applying for a 2023-2024 Rotary District 7570 District Matching Grant in the amount of $4,000 to fund tree removals, stump grindings and planting; and,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Town Council of the Town of Front Royal support the participation of a Joint Project between the Town of Front Royal's Environmental Sustainability Advisory Committee, the Town of Front Royal Public Works Department, and the Rotary Club of Warren County for the renovation and beautification of Front Royal's Eastern Entrance Corridor located at the corner of John Marshall Highway and South Commerce Avenue; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor and Town Council of the Town of Front Royal authorize the Town Manager to execute a Letter of Participation and/or other documents as needed for the grant completion for this joint project.

DRAFT

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2023 upon the following recorded vote:

Melissa DeDomenico-Payne	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Duane R. "Skip" Rogers	__Yes __No
Amber F. Morris	__Yes __No	R. Wayne Sealock	__Yes __No

Approved as to Form and Legality:

_____

George M. Sonnett, Jr., Town Attorney Dated: _____

Renovation and Beautification of Front Royal's Eastern Entrance Corridor: Corner of John Marshall Highway & S. Commerce Ave.

Current scenario

- Unwelcoming, unsightly, and unsafe entry into Front Royal.
- Roadside trees are showing signs of declining health while also growing into overhead power and utility lines.
- Reduced visibility to town and county directional signage.
- Reduced visibility for safe vehicle and pedestrian entrance and exit into adjacent businesses.
- Evergreen groundcover collects road debris and trash.

Current inventory

- 150 sq.ft. evergreen juniper
- 3, 14" dbh Bradford Pear (invasive species)
- 6, 10" dbh Cockspur Hawthorn (large spines and susceptible to leaf drop disease in summer)
- 4, 18" dbh River Birch (continuous topping under power lines)
- Invasive vine on poles
- 3, 12" Maples (in decline from site conditions)
- 1000 sq.ft. evergreen juniper and associated brush
- 50 linear ft. drainage from parking (requires stone surge)

Proposal for renovation

- Take down, chip brush, grind stump and roots of all live material in preparation for replanting with improved species selections and new turf. ($4000-6000)
- Clear/clean existing drainage from CVS parking lot to dry stream installation for drainage ($2500)
- Select new tree, shrub, and groundcover species with emphasis on spring flowering, summer interest, fall color, and minimal maintenance under power and comm lines. ($4000-6000)
- Annual color rotations ($2500)

Project Partnerships

- Rotary Club – funding for tree removals, stump grindings, and plantings ($4000-$7500)
- Tree Stewards – Department of Forestry Grant for invasive tree removals, native tree planting ($2000-$5000)
- Beautification Committee – funding for summer color ($2500)
- ESAC / Department of Public Works – project management and maintenance (contributions in kind)



ROTARY DISTRICT 7570
DISTRICT GRANT GUIDELINES 2023-2024

PURPOSE & FUNDING

District Grants support District 7570 Clubs in humanitarian and service projects completed within one Rotary year. Grants are administered by the District Foundation Grants Sub-committee in accordance with the following guidelines. For Rotary year 2023-2024, the block of grants totals over $110,000, funded by Rotarian and club contributions to The Rotary Foundation Annual Fund.

KEY DATES

Presidents-Elect should ideally have their project identified by the President-Elect Training Seminar (PETS). Applications are due by June 30, 2022

- Applications submitted by — June 30, 2023
- Awards announced by — July 31, 2023
- Target funding — August 21, 2023
- Progress report due by — January 31, 2024
- Project must be completed and Final Results Report submitted by — May 15, 2024

NEED HELP?

Discuss your project ideas with your Area Governor and a member of the District Grants Committee. This assures that projects comply with grants requirements and that applications are complete. District Grant Committee members and the areas for which they are available for consultation are as follows:

Dale Coumes	jimdale138@outlook.com	Areas 1-4
Carolyn Gordon	winupcg@gmail.com	Areas 5-9
Marc Hudson	mahudsonod@hotmail.com	Areas 10-15

ONLINE APPLICATION PROCESS

1. Prepare
   Be prepared to complete your entire application package, including attachments, at one session. Online applications cannot be partially saved. To that end, (1) complete and save each attachment file prior to entering text into the online application; and (2) consider drafting your text entries in the District Grant MS Word Template (see below for access instructions), for pasting into the online text boxes.

2. Locate the District Grants page with access to the Online Application and Download Files.
   The online District Grants Application is accessed via Rotary7570.org. Go to the “What We Do” tab and select “District Grants (General Info).”

3. Download and complete files for your attachments.

The following download files are available at the District 7570 Grants website (District Grants Application page). The Project Authorization Letter is mandatory. A letter of support from your Cooperating Organization, if any, is mandatory. The remaining supplemental documents are optional, but will likely enhance your application:

- District Grant Template. A Word file used to draft your application text.
- Project Authorization Letter. A required form having authorizing signatures of your Club President and President Elect as of the date of the Grant Application.
- Sample Letter of Participation from Cooperating Organizations. A guide for letters to be prepared by your Cooperating Organizations, if any. A cooperating organization is directly involved in the implementation of the project, offering technical expertise, infrastructure or project coordination.
- Budget Template. An optional form presenting budget details in spreadsheet format.
- District Grant Results Report. The Progress or Final Report form submitted upon project completion.

The files you choose to use should be downloaded, completed, and saved on your computer in an image file format such as pdf, jpeg, or gif.

4. Complete the Online Application.
   Be succinct. Note the suggested word limits for text boxes. However, the text can be as long as needed. Additional details, if necessary, should be included in your Project Supporting Document upload.

5. Uploading Attachments
   - The online application prompts you at applicable points to "upload" the following files:
   - Letter of Participation from each Cooperating Organization.
   - The Project Authorization Letter.
   - You may prefer a spreadsheet based budget instead of entering financial data in the text boxes. If so, please enter "See Budget Template" in the text boxes and use the excel format Budget Template. Prepare and save your budget on your computer in a spreadsheet or image format, then upload it.
   - You may prepare and upload Project Supporting Documents containing project additional details, timelines and images. These files should be saved on your computer using a file name having your Project Name and "Project Details". Please convert your file to an image file format (such as pdf, jpeg, gif), then upload.

6. Submit Form & Confirmation
   After pressing the "Submit" button, your Club's Primary Contact will receive an email confirmation containing all details of your grant application, including links to your uploaded files. If the preparer of the application is not the Primary Contact, the preparer of the application should confirm with the Primary Contact that he/she received an email confirmation.

GRANT TERMS AND CONDITIONS

- Projects may be global in scope while fulfilling the "Rotarian hands-on" requirement. If the benefitting community is outside the United States, a Memorandum of Understanding, between the International Sponsor club (in District 7570), a Host Rotary club (in the project country), and/or any cooperating organizations, must be completed prior to submission of

your application. Please contact a member of the District Grant Committee for a sample document.

- A repeat of a recently funded project is discouraged.
- Applying clubs are expected, though not required, to have a history of contributing to The Rotary Foundation Annual Fund. Each Club's Rotary Foundation contribution history will be considered in the competitive grants award process.
- Grant funds shall not be used for: (1) reimbursement of existing projects - will not pay invoices dated before August 15, 2023; (2) purchase of land and buildings, (3) new construction or structural footprint additions where individuals live, work, or engage in gainful activity; (4) salaries, stipends, or honorariums; (5) operating expenses of another organization; (6) personal or professional development; (7) establishment of a permanent foundation, trust, or permanent interest bearing account; (8) travel expenses; or (9) benefit of any Rotarian or relative of a Rotarian.
- Grant funds involving construction projects may be used to remodel existing structures so long as there is no change in the structural footprint.
- Grants must comply with the "Terms and Conditions for Rotary Foundation District Grants for Grants Awarded after 1 July 2013". This document is posted at the District 7570 Grants web page.
- Applying clubs are required to identify either a Primary Project Contact or Financial Contact who is "grants certified." To become "grants certified," the Contact must have attended or viewed a District 7570 Grants Management Seminar/Webinar during the current fiscal year. Links to the current year's online grants management webinar that can be viewed (either on YouTube or in Dropbox) to fulfill this requirement are found on the District 7570 website. To go directly to this section of the District 7570 website, type: http://www.rotary7570.org/Foundation-GrantsEducational-Materials.

APPLICATION GUIDELINES

- **Rotarian "hands-on" project participation is required. While explaining Rotarian participation, consider the following activities:**
    1. **Assess community needs;**
    2. **Develop a project plan;**
    3. **Secure cooperating organizations, as needed;**
    4. **Meet with local officials and/or beneficiaries;**
    5. **Establish a committee of at least three Rotarians to oversee the expenditure of grant funds;**
    6. **Implement the project;**
    7. **Coordinate volunteers; and**
    8. **Report the results.**
- A club may submit no more than two single-club applications and designate one as "Primary" and the other "Secondary". See additional details under the "Awards" section below.
- Use your best estimate and enter the total number of individuals benefiting from your project.
- Use your best estimate and enter the project's total volunteer hours, including Rotarians, Rotaract and Interact club members, friends and family.
- Consider the following activities in your publicity plan: (1) develop community involvement and ownership; (2) promote your club participation, and (3) use all available media sources.

- Identify Club Members to be (1) the Primary Project Contact, who will have hands on project management, and (2) the Financial Contact, typically the Club Treasurer, who will receive awarded funds and submit Progress & Final Reports.

AWARDS

District Grants funding may cover up to 50% of the total project expenditures. The maximum grant award is $4,000. Funds are awarded on a competitive basis. Any club having a delinquent District Grant Final Report from the prior year will not be considered. While all projects are worthy, some may receive the maximum funding, some partial funding, and others receive no funding. Awards to both Primary and Secondary projects will be unusual, given the number of total applications. Clubs are encouraged to consider all available funding resources to complete all projects. Awards will be communicated to the Primary Contact, Financial Contact, and Club President. Clubs participating in a Collaborative Grant Application (under separate Guidelines) may also apply for an individual club District Grant.

ACCOUNTABILITY

Your Club and District 7570 are responsible for Stewardship and Accountability of funds.

- Your club manages the project by controlling cash receipts and disbursements.
- Funds shall be used to pay invoices which are supported by itemized receipts from the vendor who provides the goods or service.
- Your Final Results Report must include receipts for all project expenditures. Incomplete Final Reports will delay District Grant funding for the succeeding year **and will make your club ineligible for funding in the next grant cycle.**
- Your Final Results Report will be reviewed and accepted by the Stewardship Committee.

PROJECT DEADLINE AND RESULTS REPORTING

- Your Final Project Results Report must be submitted by May 15, 2024. If you believe your project will not be completed by this date, contact your Area Governor, District Grant Chair, and Stewardship Chair Jennifer Meade (baldbike13@gmail.com).
- Progress and Final Project Results Reports must use the on line form 'District Grant Results Report', available at the D7570 website District Grants Tab. A Progress Report is due January 31, 2024. The Final Report is due within two months of complete use of the funds, but no later than May 15, 2024. The Final Report must include (1) detailed and clearly organized report of all expenses; (2) copies of all receipts for each item purchased.

DISTRICT GRANT TEMPLATE

Note: All applications must be submitted online. This is a template for planning purposes only

Rotary Year: 2023-2024

Application Date: June 9, 2023

Club Name: Rotary Club of Warren County

Project Name: Environmental and beautification impact for east entrance into Front Royal

Project Total Expenditures:$13,000.

Grant Amount Requested: $40000. *(Maximum Grant $4,000 and/or 50% of Project Expenditures)*

Describe the Project, its location and its objectives:
Corner of John Marshall Highway & South Commerce Ave. Front Royal, VA.
Take down, chip brush, grind stumps and roots of all live material in preparation for replanting with improved species selections and new turf. ($4000-6000)
• Clear/clean existing drainage from CVS parking lot to dry stream installation for drainage ($2500)
• Select new tree, shrub, and ground cover species with emphasis on spring flowering, summer interest, fall color, and minimal maintenance under power and comm lines. ($4000-6000)
(Limit to 300 words)

This is the Club's: _X__Primary Project Application ___Secondary Project Application

Expected Start Date: October 2023

Expected End Date: April 2024

Describe how the project will benefit the community and/or improve the lives of the less fortunate: *(try to limit to 300 words)*
Unwelcoming, unsightly, and unsafe entry into Front Royal. Additionally there will be more trees to improve air quality.
• Roadside trees are showing signs of declining health while also growing into overhead power and utility lines.
• Reduced visibility to town, county and state directional signage.
• Reduced visibility for safe vehicle and pedestrian entrance and exit into adjacent businesses
• Evergreen ground cover presently collects road debris and trash.

Estimate Total Project Volunteer Hours: 576
Removing current vegetation 80 hours; planting new trees 10 people X 8 hours = 80 hours; watering and any maintenance of trees for 6 months 4 people X 4 hours X 26 weeks= 416 hours

Describe the Rotarians hands-on activities in the project (ie non-financial participation): (try to limit to 200 words) **Rotarians will be involved in the removal of the current landscaping, the planting of the new landscaping and the watering and any other maintenance for the first 6 months.**

Describe the publicity plan to inform the general public that this is a Rotary sponsored project: *Provide details, for example, newspaper, web-based, signage & display of Rotary Wheel, etc. (try to limit to 200 words)*
Club website & Facebook page, other Social Media, Local Press the Royal Examiner and NV Daily, Signage while under construction, signage once completed acknowledgement of Rotary Club of Warren County, local Radio, Town of Front Royal website, and pubic dedication.

Cooperating Organizations – Please list each cooperating organization, if any:
By signing this application, the Rotary Sponsoring Club endorses the organization(s) as a reputable and responsible organization(s). (try to limit to 100 words) The Town of Front Royal, its Tree Stewards and their Environmental Sustainability Advisory Committee.

Letter(s) of Participation: *Attach a letter of participation from each cooperating organization.*

Project Expenditure Budget – list detail uses of funds for the project, or use the Budget Upload: *Include **Budget Expenditure Item** and **$ Amount** on each line, or enter "**See Budget Upload**".* see attached excel spreadsheet and details from Tree Stewards

Project Funding Budget – list detail sources of funds for the project, or use the Budget Upload: *Include **Requested District Grant Amount**, **Club Funds**, **Other Funds** and **$$***

Amount *on each line, or enter "**See Budget Upload**". See Budget Upload*

Primary Contact Name: Glenn E Wood

Primary Contact Rotary Position: Grant and Service Chair 2023-2024

Primary Contact Email:glennewood@hotmail.com

Primary Contact Phone:(276) 734-2982

Financial Contact Name: Cara Brown

Financial Contact Rotary Position: Treasurer 2023-2024

Financial Contact Address:PO Box 702, Front Royal, VA 22630

Financial Contact Email:glennewood@hotmail.com

Financial Contact Phone: (276) 734-2982

Additional Uploads Needed: Letter(s) of Participation, Budget, Project Authorization Form, Project Supporting Uploads

Last step: Go Online and Submit!


Eastern Entry
John Marshalll Highway
Legend
Google Earth
© 2023 Google
6.33 ft


Eastern Entry
John Marshalll Highway
Legend
JAG
FLOORING
540-551-3106
drive-thru
522
55
522
Google Earth
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Eastern Entry
John Marshalll Highway
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Council Agenda Statement

Item #11B

Meeting Date: June 26, 2023

Agenda Item: Reappointment to the Front Royal Economic Development Authority (FREDA)

Summary: Council is requested to reappoint a member to the Front Royal Economic Development Authority (FREDA) to a four-year term ending December 13, 2026. The member's term ended December 13, 2022.

Budget/Funding: None

Meetings: None

Proposed Motion: I move that Council reappoint David Gedney to the Front Royal Economic Development Authority (FREDA) to a four-year term ending December 13, 2026.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Council Regular Agenda Statement

Item # 12

Meeting Date: June 26, 2023

CLOSED MEETING

Motion to go into Closed Meeting

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes]

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

1) pursuant to Section 2.2-3711(A)(3) of the Code of Virginia, for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, more specifically, "McKay Springs", and

2) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Town Attorney and the Town Manager.

Motion to Certify Closed Meeting at its Conclusion

[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.