TOWN COUNCIL REGULAR WORK SESSION
Monday, August 7, 2023 @ 7:00pm in the Town Hall Conference Room

View meeting online LIVE at https://www.frontroyalva.com/673/Town-Hall-Live

1. Roll Call

7:00pm 2. Old Business
A School Zone Speeding and Enforcement – *Chief Magalis*

7:30pm 3. Items Slated for Public Hearings on August 28th
A. Short Term Rental – 912 Virginia Avenue – Joseph Chetupuzha - *Lauren Kopishke*
B. Short-Term Rental – 417 Kerfoot Avenue – Mesa Rose Coral - *Lauren Kopishke*
C. Special Use Permit for Two Apartments – 1127 N. Royal Avenue – *Lauren Kopishke*

7:50pm 4. Items Slated for Consent Agenda on August 28th
A. Resolution for Blanket Project Funding Commitment/Projects Under Agreement with VDOT – R Boyer
B. Bid for Various Grades of Stone FY24 – Michelle Campbell
C. Bid for Various Grades of Asphalt FY24 – Michelle Campbell

8:10pm 5. New Business
A. Revisions to the Liaison Committee Meeting Policy – *Town Manager*
B. Dedication/Naming of Town Bridges – *Vice Mayor Sealock*
C. Discussion on Chapter 175 Pertaining to Short Term Rentals – *Councilman Rappaport*

8:30pm 6. Proclamations
A. International Overdose Awareness Day (August 31)
B. Recovery Month (September)

8:40pm 7. CLOSED MEETING

8. ADJOURN

Regular Work Session Agenda Statement

Item # 2A

Meeting Date: August 7, 2023

Agenda Item: School Zone Speeding and Enforcement

Summary: This item was discussed at the work session on June 12, 2023, and then placed on the June 26, 2023, agenda for approval. The item was discussed under new business on June 26th and the Council voted to move this item to a future work session and possibly a public hearing.

All background information from the June 12th meeting and the minutes of the June 26th meeting are included in the packet.

Budget/Funding: N/A

Staff Recommendation: Staff needs direction on this item

TOWN COUNCIL WORK SESSION
Monday, June 12, 2023 @ 7:00pm in the Town Hall Conference Room

View meeting online LIVE at https://www.frontroyalva.com/673/Town-Hall-Live

I move that Council appoint Town Manager Joseph Waltz as Clerk Pro Tempore for tonight's meeting June 12, 2023.

1. Roll Call

2. Presentations

7:00pm A. Revitalization of Former Youth Center by Samantha Barber of *Reaching Out NOW*

7:20pm 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 – *BJ Wilson*

3. Old Business

7:40pm A. Update from NVR-Saddle Crest for a Rezoning Application Amendment of the Town Zoning Map to Reclassify Approx. 43.9 acres from Estate Residential District R-E to Residential District R1A – *L Kopishke*

4. Discussions

8:00pm 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 McCarthy – *Joe Waltz*

8:15pm B. Urban Agriculture: Bees, Chickens and Rabbits – *Lauren Kopishke*

8:30pm 5. Items Slated for the Consent Agenda on June 26th

A. Resolution for Town of Front Royal Employee Appreciation Week – *Joe Waltz*

B. Sole Source Traffic Signal Camera Detection System Replacement at N. Shenandoah Avenue/14th Street Intersection – *Michelle Campbell*

C. Sole Source Traffic Signal Cabinet Replacement at S. Royal Ave/Criser Road Intersection- *M. Campbell*

D. Sole Source for Turbidimeters and Controller Water Analysis Equipment for Water Plant – *M Campbell*

E. Receive Donation of Used Tasers from Loudoun County Sheriff's Office – *Chief Magalis*

F. Receive Donation of Police Bicycles from Winchester Police Department – *Chief Magalis*

8:45pm 6. CLOSED MEETING

7. ADJOURN

Regular Work Session Agenda Statement

Item # 02B

Meeting Date: June 12, 2023

Agenda Item: PRESENTATION - Speed Cameras by Randy Campbell of Blue Line Solutions and Approve Procure Speed Camera Enforcement Services in School Zones, FY24 Budget Amendment and FY24 Budget Transfer

Summary: Randy Campbell of Blue Line Solutions has been asked to give a presentation on speed cameras. After the presentation Council will be asked to consider at the June 26th meeting approval of the procurement of Speed Camera Enforcement Services utilizing a Cooperative Contracting Procurement Agreement between Wythe County and Blue Line Solutions, for the Front Royal Police Department. Highlights of the service agreement between the Town and Blue Line Solutions include:

-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 Town would agree 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.

-Blue Line Solutions, turn-key Automated Speed Enforcement System for all ASE &MPL Systems equip. include:

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

-Blue Line Solutions proposes that the cost of installation, infrastructure, development, and implementation of the Automated Speed Enforcement (ASE) System for the Town of Front Royal will be $75,000 per installed ASE installed ASE System zone(s), and upon early termination full payment of all such unrecovered costs will be due.

-Term of agreement shall be for 2 years and may be automatically extended for additional 2-year periods.

-A credit card convenience fee of $5.90 to be charged to the violator using a credit card for violation payment.

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

Staff Recommendation: Staff recommends allowing revenue received from speed cameras to be allocated to installing new sidewalks for schools, particularly to Criser Road sidewalk and to sidewalk on Strasburg Road and to approve as presented and placed under the consent agenda for June 26th.

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

COPY

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.

COPY

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.

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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.

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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 _____

TOWN COUNCIL REGULAR MEETING MINUTES

June 26, 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
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.

APPROVAL OF MINUTES – *Councilman Ingram moved seconded by Councilwoman Morris 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.*

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

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Consent Item 10 G FY24 Budget Amendment and Transfer for Speed Camera Enforcement Services in School Zones be moved as Business Item 11C.

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

RECOGNITIONS/AWARDS/REPORTS –

A. Presentation by Michael Williams of the Rotary Club of Warren County – Mr. Williams read the following statement: *Good Evening, Madam Mayor, and Councilmembers. My name is Michael Williams, and I live here in the beautiful Town of Front Royal. I have had the joy of being part of this beautiful community for over 25 years. My Rotary club, The Rotary Club*

of Warren County, would like to help our beautiful town become even more inviting to visitors and our own residents. We would like to invest $4,000.00, with the hopes of a matching grant of $4,000 (totaling $8,000.00) from our Rotary District, in order to purchase trees, seasonal flowers, and other needs for the entrance to our Town on John Marshall Highway. With the help of Mr. Proctor [Town Arborist], our Tree Stewards, and other non-profit groups. The total investment from all groups would not require any taxpayer dollars to make this goal a reality. All we would ask for from the Town is approval to use the land for this purpose, some in-kind labor to help remove the current invasive trees, especially those that are near power lines. As far as upkeep (watering, weeding, and mulching), we would envision our club working with other non-profits to keep this looking nice for years to come. Like most of you, I look forward to seeing the smiles on people's faces when they come to visit our beautiful town, spend lots of money in our town and then kindly leave. I hope that you will all support this effort, and I look forward to answering any questions.

Mayor Cockrell confirmed that Rotary was seeking a matching grant of $4,000 and that no tax dollars were going into the project. She also confirmed that the Town's Environmental Sustainability Advisory Committee (ESAC) along with others were supplying the work and funding. Councilman Rogers acknowledged that this type of project was what the community needed. Councilman Rappaport confirmed that the Tree Stewards were part of laying out the types of trees that would be planted.

B. Proclamation for Employee Appreciation Week for All Employees of the Town of Front Royal

Councilwoman Morris moved seconded by Councilman Ingram 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.

Mayor Cockrell read the proclamation. Council voiced their support and appreciation to the employees.

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

PUBLIC HEARINGS

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

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

Councilman Rappaport moved seconded by Vice Mayor Sealock 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.

There was 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

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

Mayor Cockrell allowed the applicant, Shelly Cook, to speak before the public hearing was opened. Ms. Cook gave copies of a letter to the Clerk from Skyline Baptist Church who stated that they were "delighted in what Shelly had done with their property" and endorsed the project. She advised that there were several other neighbors who also voiced their support of the project. She explained that she planted over (50) trees

on the property for beautification. Ms. Cook advised that "Washingtonians" traveled to the community and that an Airbnb fit the model for her property versus long term rentals for her property. She reminded Council that the project was in line with the proposed Comprehensive Plan for mixed use.

Councilman Rappaport questioned the potential events that would occur on the property and whether there would be enough parking for those events. Ms. Cook advised that there were (25) parking spaces and large events were not being envisioned only small get togethers, conference, etc. Mayor Cockrell confirmed that Skyline Baptist Church had offered overflow parking allowing several days if needed.

Mayor Cockrell opened the public hearing.

Connie Bradley, 411 Duncan Avenue, voiced her support of Ms. Cook's project stating it was a "tasteful and updated establishment, a breath of fresh air". She applauded her efforts.

Shannon Brickey, 1415 Markham Street and neighbor of the project. She stated that the project offered a lot more than a hotel or motel could.

Andi Robinson, 413 Viscose Avenue, voiced support of the project and the need for luxury accommodations that beautifies the area and uplifts the community.

Joe Brogan, 143 Brogans Lane, applauded the work and urged Council to support it.

Mayor Cockrell closed the public hearing.

Councilwoman Morris moved seconded by Councilman Ingram 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 condition: 1) The Special Use Permit is contingent upon the units passing staff inspection before commencement of use.

Councilwoman Morris explained that she added only one condition to the permit because the second condition proposed a one-year restriction on the permit and Council had not placed this restriction on the other permits they approved, deeming it unfair to do so on this one.

Mayor Cockrell thanked Ms. Cook for taking something that had been part of the community for a long time and improving it. Vice Mayor Sealock agreed that it had not looked that good in a long time.

Councilman Rapaport moved seconded by Councilman Rogers to amend the motion to include condition #2 The Special Use Permit is valid for one year; at which time the applicant must reapply. The application fee will be waived.

Councilwoman Morris reiterated that the validation for one year only was not placed on other short-term rentals that Council had approved, and it was not fair that Ms. Cook would have to come back in a year. She reminded Council that the recommended conditions on the permit were from the Planning Commission. Councilman Ingram agreed with Ms. Morris. Councilman Rogers noted that the project was an outstanding addition to the community but was unique and preferred to see what transpired in a year. Vice Mayor Sealock preferred to not have the applicant reapply in a year. Councilwoman DeDomenico-Payne noted that there was not sufficient justification to ask for a year to reapply.

Deputy Zoning Administrator/Town Planner I John Ware confirmed that the proposed Comprehensive Plan had this area as mixed use and short-term rentals were allowed in all zones.

Councilman Rappaport reminded Council that the Planning Commission was only asking for one year to see how the project impacted the area. Councilwoman Morris noted that Ms. Cook's past works showed her integrity. She voiced concern that it was not business friendly to place the one-year restriction on this property. Chief Magalis confirmed that there had been no calls to any short-term rentals previously approved by Council.

Vote: Yes – Councilmembers Rappaport, Rogers
No – Councilmembers DeDomenico-Payne, Ingram, Morris, Vice Mayor Sealock
Absent – N/A
Abstain – N/A ROLL CALL – On Amendment to add condition #2 - Failed

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

C. Special Use Permit for Short-Term Rental at 1125 John Marshall Highway – Cook Realty
The applicant, Shelly Cook, declined the invitation to speak before the public hearing was opened.

Mayor Cockrell opened the public hearing. All the speakers who signed up and spoke at the previous public hearing had signed up to speak at this public hearing; however, they advised the Mayor that they concurred with their previous statements.

Mayor Cockrell closed the public hearing.

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne 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 and 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.

Councilman Rappaport voiced support of the Planning Commission's recommendation of placing the one-year validation on the permit.

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

D. Special Use Permit for Short-Term Rental at 1135 John Marshall Highway – Cook Realty
The applicant, Shelly Cook, declined the invitation to speak before the public hearing was opened.

Mayor Cockrell opened the public hearing. All the speakers who signed up and spoke at the previous public hearings had signed up to speak at this public hearing; however, they advised the Mayor that they concurred with their previous statements.

Mayor Cockrell closed the public hearing.

Councilwoman Morris moved seconded by Councilman Ingram 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 condition: 1) The Special Use Permit is contingent upon the units passing staff inspection before commencement of use.

Councilman Rappaport voiced support of the project, but again noted that it was not a lot to ask for the one-year validation. Councilman Rogers questioned a project that consisted of three or four buildings coming together and agreed with Mr. Rappaport that one year was not a lot to ask.

Councilwoman DeDomenico-Payne complimented the applicant on a job well done. Councilwoman Morris advised that the applicant did go through the process.

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

E. Special Exception from Parking Requirements at 15 Chester Street – Peter Lemmon/Scott Lloyd

Mayor Cockrell allowed the applicant, Scott Lloyd, to speak before the public hearing was opened. Mr. Lloyd gave Council a brief history of the property. He continued that to achieve the required parking of nine spaces it would mean cutting of hedges and renovating the grassy area in the back of the property due to a low spot. He advised that extra parking was available in the public parking lot adjacent to the property.

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

Town Attorney George Sonnett suggested a revision to the proposed motion for clarification. It is noted below in the motion.

Councilwoman Morris moved seconded by Vice Mayor Sealock 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 with the conditions of §148-211.A.1 being satisfied for 15 Chester Street as presented and with the following condition: 1) That the maximum number of parking spaces required on this property be four (4) spaces

Councilwoman Morris reminded Council that this was not the first time an exception was asked for on Chester Street.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – None
Absent – N/A
Abstain – N/A ROLL CALL

F. Ordinance Amendment to Town Code §158-6 Adoption by Reference of State Vehicular Laws
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 amendment to Town Code §158-6 Adoption by Reference of the State Vehicular Laws, as presented.

Mayor Cockrell reminded Council that this amendment was voted on each year by July 1st.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – None
Absent – N/A
Abstain – N/A ROLL CALL

G. Continued Public Hearing to Amend Previously Approved Proffers for Anna Swan Estates - HEPTAD
Property owner, Ron Llewellyn, declined the invitation to speak before the public hearing was opened, but noted he was there to answer any questions.

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

Councilwoman Morris moved seconded by Councilwoman DeDomenico-Payne that Council further continue this public hearing until August 28, 2023, to allow time for the completion of a proffer analysis for this property.

Councilman Rappaport confirmed that the proffer analysis would be completed in thirty days. Councilwoman Morris advised that the Council had requested the proffer analysis.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – None
Absent – N/A
Abstain – N/A ROLL CALL

PUBLIC COMMENTS (COMMENTS NOT RELATED TO PUBLIC HEARINGS) - None

REPORTS
A. Town Manager Report – Town Manager Joe Waltz advised that the river levels had increased taking the Town out of Voluntary Water Conservation. He expressed his appreciation to those employees who had been working on the Prospect Bridge. He advised that the Town Business Offices would be closed on Tuesday, July 4th in observance of Independence Day, noting that trash and recycling for the 4th would be collected on Wednesday, July 5th.

B. Town Council Reports –
Councilwoman DeDomenico-Payne advised that she attended the Virginia Municipal League (VML) Virginia Local Elected Official Conference on June 14th.

Councilman Rogers voiced disappointment that Council was not using the guide for goals and vision as was determined and discussed during Council's retreat in March. He encouraged the Mayor and Council to review the goals and vision and bring them back to life.

Councilwoman Morris read the following statement *"My report tonight will focus on the subject of Blue Line's services in response to the 4 to 5 complaints I've received so far about engaging in this matter. Most people who know me know that I witnessed a traumatizing event in town several years ago as a new mother to three. I stopped to a yielded group of young boys on bicycles only to watch them cross in front of me safely and then one be struck by an inattentive motor vehicle driver across the road. Obviously, his mother or father couldn't have known their child was in distress, he was only up the street surrounded with friends moments before. I stayed with him until the ambulance could whisk him away to Warren memorial where he was later medevacked out to Northern VA for surgery. Close your eyes for a moment and imagine being the parent or grandparent to receive that call! Thankfully he's alright today.*

Fast forward to school year 2022-2023 where I personally witnessed chaos and recklessness as I visited 2 of our schools 4 times a day. One repeat offender, often passing double lines on stonewall Dr to pass everyone to rush into the drop off line barely missing people each day finally caused me to file a formal complaint with the administration to which they responded it was a faculty member of theirs the said person almost hit that day and they were very aware. At the time we were down SRO's so they asked if the town may help patrol the area. There was increased front royal town pd in that neighborhood when staffing allowed. The remainder of the school year my kids and I would just pull over and be late even to avoid this person and their antics on the road. I had no idea a company such as blue line existed then. I'm glad I do now.

The public schools are in the town limits which is why it's a matter of town governing and the reports of speeding, concerns for safety etc. are reported to the town and the towns police department. I do not often speak for my fellow council members but I feel confident in saying not a single one of us sitting on this Dias saw this proposed exploration as a quote end quote cash cow. Actually, money was the furthest thing from our minds aside from funding a project of this magnitude. The health and safety of not only students but also fellow drivers, bikers, walkers, etc. was and is at the forefront.

Furthermore, if you watched the work session you will know the statistic of the number of reckless, criminal, drivers drastically decreases in the first 6 months of implementation of a program such as this. Why? Because you can't pay the fine you don't do the crime as my mom said. It's not about the fines though. 20+ miles per hour over a posted speed limit is felony reckless driving. And boy do I wish we had the staffing at this law enforcement agency to enforce those deserved felonies. Furthermore, if one of our policemen or women staffing these areas do in fact pull someone over for this felonious behavior 10+ vehicles likely pass during that time. It's impossible to enforce this to the extent it deserves to be enforced. If you do not plan and prepare to leave your home in time to make it where you need to go without driving 20+ miles per hour over the speed limit, you are in fact the problem. It is my opinion that it is not the governments job to be "friendly" in law and order. The civil penalty incurred for this is a MUCH friendlier version than what I would prefer seen be done with in contact policing and charging (which in some cases carry's jail time in the state of Virginia.)

If enforcing the speed for only 4 hours a day, only on school days, for ONLY 4 of our most trafficked school zones burdens your travels then stay off of the roads during those times or simply obey the law. It's not even 10 mph that will be cited. It's 11+ mph over. And for those critiquing the company's potential discrepancies these citations will go through our own town police department to be investigated and dispersed.

As for WHY the school board wouldn't be notified or receive this alleged pile of cash we could potentially receive (depending on how many criminals there are) it is because the school board does not install our town sidewalks or pay for the town infrastructure leading to their schools. Furthermore, nobody, not even council was aware of the dates of study because that would very obviously miscue data as it would rightfully deter reckless behavior of motor vehicle drivers that we've seen. If you've followed along at all during my tenure on Council you know I have complained about the lack of sidewalks and safety issue not only throughout town but between heavily foot trafficked schools for my tenure as well as several constituents. Skyline high school, I know from experience, I am an alum, uses the greenway trail for track, cross country, gym class, as well as the everyday citizens. There is no sidewalk there on Luray Avenue. We've discussed this for well over a year. AS Rhodes elementary has students that walk to school on what we now presume as our most dangerous school zone with no sidewalks. Warren county middle which I frequent has many everyday bicycle and skateboard rides to and from school. And I often witness on those four lanes one lane to stop and yield as required by law for the car flying up behind to swerve out around the stopped vehicle in an attempt to pass them. Our beautiful leach run parkway has become Front Royal's own auto Bahn track with no regard to safety, this has been discussed by prior councils even. This council discussed using any supposed funds to put in sidewalks for these kids and pedestrians' safety, which come at a massive cost might I add.

Blue line safety was not an initiative of mine or any council members here today. A potential for resolution was presented by our chief and we had a consensus to explore this option that I still support. Bottom line is obey the law and you have no worry with being a victim of an unfriendly case of law and order. Being required to obey the law isn't a hate crime."

Councilman Ingram gave an update on the Transportation Subcommittee.

Councilman Rappaport thanked Mr. Waltz for installing a sign at the Town Employee Parking Lot [Crescent Street/Royal Avenue] advising that parking was available during non-business hours. He expressed excitement on the redevelopment of the Downtown Area with businesses moving in. He advised that every Friday he stops in at the Visitor Center. Mr. Rappaport advised that pursuant to the statistics previously given to Council, those going over 11mph was over 20,000 potential violations.

C. Report of the Mayor – Mayor Cockrell advised of the many events she attended and upcoming events: Attended the opening of an art gallery on Main Street; Friday Flicks was cancelled due to the rain; every Thursday evening was Gazebo Gathering from Blue Ridge Arts Council (BRAC); July 1 was the Red, White, Blue Block Party; July 3 was the Town Sponsored Fireworks after the Cardinals Game. She also advised that the Town was seeking applications for the Planning Commission, Board of Zoning Appeals and Front Royal Economic Development Authority. She wished all citizens a Happy 4th of July.

CONSENT AGENDA ITEMS

A. FY23 Budget Amendment for Auction Proceeds from Selling Transformers
Council approved 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.

B. Sole Source Traffic Signal Camera Detection System Replacement at N. Shenandoah Ave/14th St
Council approved 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.

C. Sole Source Traffic Signal Cabinet Replacement at S. Royal Avenue/Criser Road Intersection
Council approved 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.

D. Sole Source for Turbidimeters and Controller Water Analysis Equipment for Water Plant
Council approved 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.

E. Receive Donation of Used Tasers from Loudon County Sheriff's Office
Council approved the receipt of a donation of (42) used Taser X26 Less Lethal Conductive Electrical Weapons (CEW) from Loudoun County Sheriff's Office.

F. Receive Donation of Police Bicycles from Winchester Police Department
Council approved the receipt of donations of one (1) Cannodale and four (4) Trek Mountain Police Bicycles from the Winchester Police Department.

~~G. FY24 Budget Amendment and Transfer for Speed Camera Enforcement Services in School Zones~~
MOVED AS BUSINESS ITEMS 11C

H. Reappointment of Non-Elected Representative to the Northern Shenandoah Valley Regional Comm
Council reappointed 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.

I. Refer to the Planning Commission a Text Amendment to the Urban Agriculture Ordinance
Council referred 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 recommendations.

J. FY23 Budget Amendment to Trade and Purchase Police Firearms
Council approved 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.

K. Resolution to Cancel the Regular Scheduled Work Session of July 3, 2023
Council approved a Resolution to Cancel the Regular Scheduled Work Session of July 3, 2023, as presented.

Councilman Rappaport moved seconded by Councilwoman Morris that Council approve the Consent Agenda without 10G FY24 Budget Amendment and Transfer for Speed Cameras Enforcement Services in School Zones, 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

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

Councilwoman DeDomenico-Payne moved seconded by Councilman Rappaport 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.

There was 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

B. Reappointment to Front Royal Economic Development Authority
Councilwoman Morris moved seconded by Councilman Rappaport that Council reappoint David Gedney to the Front Royal Economic Development Authority (FREDA) to a four-year term ending December 13, 2026.

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

C. FY24 Budget Amendment and Transfer for Speed Camera Enforcement Services in School Zones
Moved from Consent Agenda 10G

Councilwoman Morris moved seconded by Councilman Ingram 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.

Councilwoman DeDomenico-Payne moved seconded by Councilman Rappaport to amend the motion to move this item to a work session and possibly a public hearing.

Mayor Cockrell advised that the Council discussed this item in two work sessions and there were still some lingering questions from citizens. The following were confirmed: The project was put out to bid, the cameras are calibrated every six months, there are no sales or personal data collected, there is an appeals process through the court system as it is a civil penalty, owner of the vehicle gets the citation not the driver, camera times are set locally by the police, Town is not responsible for installing infrastructure, the Police Department will field calls from citizens and there is the ability to get out of the contract.

Chief Magalis explained that the cameras were an answer to the many complaints and concerns pertaining to speeding throughout Town, making it a matter of public safety. He explained that the camera enforcement is not for revenue since it was about gaining compliance not compensation. He explained that if the 2-year contract were broken before the two years expired there would be costs involved.

Mayor Cockrell confirmed that the Town was not putting up any money, the civil penalty was $100.00, and the Town would remit $25.00 processing fee to Blue Line that would go toward payment of the infrastructure. She voiced concern if the State were to amend their code. Town Attorney George Sonnet speculated that they would institute a sunset clause.

Councilwoman DeDomenico-Payne questioned the fine and court costs associated with an officer giving a speeding ticket in a school zone. It was noted it would be up to $250.00. Chief Magalis advised that it was the same technology an officer uses. Mrs. DeDomenico-Payne confirmed that the camera would have the speed and the license plate. Chief Magalis advised that the camera would also detect whether the flasher was working when the citation was issued. He also advised that he had spoken with Warren County Public Schools Director of Transportation and he was looking into outfitting the arms of the school buses.

Councilman Rogers voiced concern on the costs and using cameras to “nail people”. He questioned how police patrols could be enhanced. Chief Magalis reiterated that there was no money being spent upfront unless the Town did not comply with the contract.

Vice Mayor Sealock confirmed that the Town would need to hire approximately six more police officers to do the work of the cameras in these four locations. He opined that the cameras would help. Mayor Cockrell reminded Council that the School Resource Officers (SROs) at the schools were not there to write speeding tickets and hoped this project could be done without increasing manpower.

Councilwoman Morris advised that the schools have been notified and drew attention to the numbers given to Council in an earlier work session of the speeders some of which were considered reckless driving. She noted that the police chose the locations not Blue Line and there was no comparison to a “speed trap”.

Councilman Ingram read statistics on children who are injured by speeding drivers. He supported the installation of the cameras as the accidents are human error not camera error and it was different than getting a ticket from a police officer.

Councilman Rappaport questioned the cameras usage during summer school. Chief Magalis advised that there was the ability to set the schedule for summer school, but it depended on what Council desired. Mr. Rappaport questioned whether there were enough police personnel to accomplish what Blue Line expected of them. Chief Magalis advised that an officer would be assigned each day to vet the citations; however, Blue Line puts together the appeals package and the officer vetting would go to court. Town Attorney George Sonnet read an excerpt from the Virginia State Code about school zones and that only certified officers can certify in court.

Chief Magalis reiterated that after two years the Town was not beholding to anything.

Councilwoman DeDomenico-Payne advised that she wanted people to obey the law and speeding was against the law. She noted that the proceeds were to go specifically toward the installation of sidewalks near the schools as needed.

Town Attorney George Sonnett advised that it was the intent of Council that the amendment to the original motion was a substitute motion and therefore wwould not need two separate votes.

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

CLOSED MEETING

*Councilman Rappaport moved seconded by Councilwoman Morris t*hat 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.

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 moved seconded by Councilman Ingram 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

Meeting adjourned at approximately 10:48pm.

Approved by Town Council
Date: 7/24/23

Work Session Agenda Statement

Item # 3A

Meeting Date: August 7, 2023

Agenda Item: Short Term Rental- 912 Virginia Ave

Summary:
The Applicant, Joseph Chetupuzha is requesting a special use permit to rent his townhouse as a short term tourist rental. The Applicant revised application from primary residence to secondary residence on July 14th. He is requesting to rent out 3 rooms with no more than 6 occupants at one time.

6/21/2023 - PC Consent to Advertise
7/5/2023 - PC Work Session
7/19/2023 - PC Public Hearing- voted to recommend denial of the application based on lack of adequate parking.

Budget/Funding:

Staff Recommendation: Staff recommends denial due to insufficient parking.

#2300330

Town of Front Royal
Department of Planning and Zoning
102 East Main Street
PO Box 1560
Front Royal, VA 22630

Main:540-635-4236
Fax:540-631-2727
www.frontroyalva.com
planning@frontroyalva.com

SPECIAL USE PERMIT REQUEST FOR SHORT TERM RENTAL

APPLICANT:

NAME: Joseph Chetupuzha PHONE: 7033429080

ADDRESS 912 Virginia Avenue, Front Royal, Virginia

E-MAIL Joseph.Springfield@gmail.com

PROPERTY OWNER:

NAME: Joseph Chetupuzha PHONE: 7033429080

ADDRESS 912 Virginia Avenue, Front Royal, Virginia

E-MAIL Joseph.Springfield@gmail.com

PROPERTY DESCRIPTION:

PROPERTY ADDRESS 912 Virginia Avenue, Front Royal, Virginia

TAX MAP 20A5 SECTION 3 BLOCK 38 LOT 6A1

SUBDIVISION NAME Front Royal Riverton Improvement

ZONING DISTRICT R-3 Residential Medium to High Density ACREAGE .15

SPECIFIC SPECIAL USE PERMIT REQUEST

☐ Whole house rental ☒ Partial rental, # of rooms rented 3

☒ Primary Residence ☐ Secondary Residence

ATTACHMENTS: The following *must* be submitted with the application. Additional information may be required depending on the nature of the request.

RECEIVED
MAY 19 2023
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

☐ Survey plat or sketch to scale of property showing all **existing** improvements, parking and refuse area and property boundaries.

☐ Provide a map of area attractions

☐ Provide proof that notification to operate was sent to the HOA, if applicable.

☐ Complete management plan.

☐ Written consent given to the Town to inspect for compliance.

☐ Emergency dwelling evacuation diagram (posted in each bedroom)

☐ Application fee of $400.00 Receipt #_____ Date Paid_____

Revised 5/06/2022

IN CASE OF AN EMERGENCY

If there is an emergency, or there are questions in regard to the property, please contact (owner) 7033429080

at (phone number)_____ or (property manager)_____

at (phone number)_____.

If the emergency requires immediate assistance, please call the following or 911.

Front Royal Police Department: 540-635-2111 or 911, 900 Monroe Ave, Front Royal, VA 22630

Front Royal Volunteer Fire & Rescue: 540-635-2540 or 911, 221 N Commerce Ave, Front Royal, VA 22630

Warren Memorial Hospital: 540-636-0300 or 911, 351 Valley Health Way, Front Royal, VA 22630

Electrical Outage: 540-635-3027, 1101 Manassas Avenue, Front Royal, VA 22630. Outages may be reported online at https://www.frontroyalva.com/FormCenter/Energy-Services-6/Report-Electric-Problem-46.

Emergency/afterhours 540-635-2111

OCCUPANCY

The Special Use Permit limits the occupancy for this short-term rental at_____People and_____Bedrooms.

NOISE

It shall be a violation of Chapter 106 of the Front Royal Town Code for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration, or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

PARKING

Parking is limited to 2 cars in the driveway.

TRASH AND RECYCLING

All trash and recycling shall be placed in containers provided by the owner.

- Trash receptacles are located (Clarify location of trash bags and receptacles)

•Living room
•3 Bathrooms
•3 Bedrooms
•Kitchen
•Dining room

- Trash is collected (State the day of the week trash is picked up by the Town and where the container is to be placed on trash day

Trash is to be collected on Mondays's and should be placed at the beginning of the entrance of the compound. The property owner will take care of this.

Revised 5/06/2022

CHECK-IN & CHECK-OUT

Provide details

•Check-in time will be at 4 PM, but can be negotiable depending on the customer's needs.
•The code for getting into the house will be provided within one business day of booking.
•Check-out time will be at 12 Pm but can be negotiable depending on the customer's needs.
•The guests are requested leave the property in the same condition that they found it

WIFI/PHONE/ETC

Provide details for special amenities if available

•Wifi is included

SPECFIC PROPERTY DETAILS

Provide details regarding acreage, landscape, property boundaries (no trespassing notice), unique characteristic, warnings, kitchen use, house amenities, HVAC, etc.

The property is 6521 Sq ft. Use of all available household features are permitted provided they are within reasonable use.

AREA ATTRACTIONS

Provide a map of area attractions

- Attractions: i.e., Shenandoah National Park, Shenandoah River State Park, Skyline Caverns, Golf Courses, Canoe Companies
- Groceries & Convenience: i.e., Walmart, Target, Martins, CVS
- Restaurants
- Wineries & Breweries

SPECFIC PROPERTY REGULATIONS

May be dictated by approved conditions or owner preference, examples below

- No shooting of firearms
- No outdoor fire burning
- No fireworks

•No shooting of firearms
•No fireworks
•No illicit substances
•No parties

Revised 5/06/2022

As per 175-3

Short-term rental- means the provision of a room or space that is suitable for, intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy. Any residential use that falls within the definition of short-term rental as defined in § 15.2-983, as amended, of Virginia State Code.

Short-term rental facility – A building or accessory structure, other than a hotel, motel, or bed-and-breakfast home, where lodging is provided for compensation on a short-term basis, and open to the public or transient guests. The maximum number of occupants shall not exceed ten (10) unless determined appropriate by Town Council.

Short-term rental:
§ 175.151 Short-term rentals.

Short-term rentals shall be permitted in all Zoning Districts by Special Use Permit and shall at a minimum meet the following requirements:

A. The short-term rental owner of a dwelling unit to be used for a short-term rental shall apply for a Special Use Permit through the Department of Planning and Zoning and receive approval from Town Council prior to utilizing the dwelling unit as a short-term rental. Town Council may impose conditions necessary to mitigate adverse effects of the use on neighboring properties.

B. The one-time application fee shall be $400.00.

C. Staff will conduct an inspection prior to the issuance of the Special Use Permit approval. Additional inspections will be conducted on a complaint basis to ensure compliance with the performance standards listed in this section, along with any additional conditions imposed by Town Council, if applicable.

D. The maximum number of occupants in the dwelling unit shall be determined by the number of bedrooms; there shall be no more than two (2) adults per bedroom. However, the maximum number of occupants shall not exceed 10 people unless approved by Council.

E. Parking for the use shall be located in driveways or other designated and approved parking areas.

F. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.

G. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the 2015 or 2018 Uniform Statewide Building Code (2018 Version required usage beginning July 1, 2022); and a carbon monoxide detector must be installed on each floor in every dwelling.

H. The owner of the dwelling used for short-term rentals shall give the Town written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards upon a twenty-four-hour notice.

I. A property management plan demonstrating how the short-term rental will be managed and how the impact on neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants and utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers

shall be provided to Town staff, public safety officials and, if applicable, the HOA of the subdivision. The plan must be provided as part of the rental contract.

J. If the property is located within a subdivision governed by a homeowners' association, the Planning Department must receive proof that a notification to operate the short-term rental was sent to the HOA.

K. The owners of the rental shall provide an emergency evacuation plan for the dwelling and the neighborhood.

L. A copy of Chapter 106 of the Town of Front Royal Code relative to noise must be provided at the short-term dwelling.

M. All outdoor burning shall be in compliance with Chapter 78 of the Town of Front Royal Code.

N. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation by the Zoning Administrator at any time.

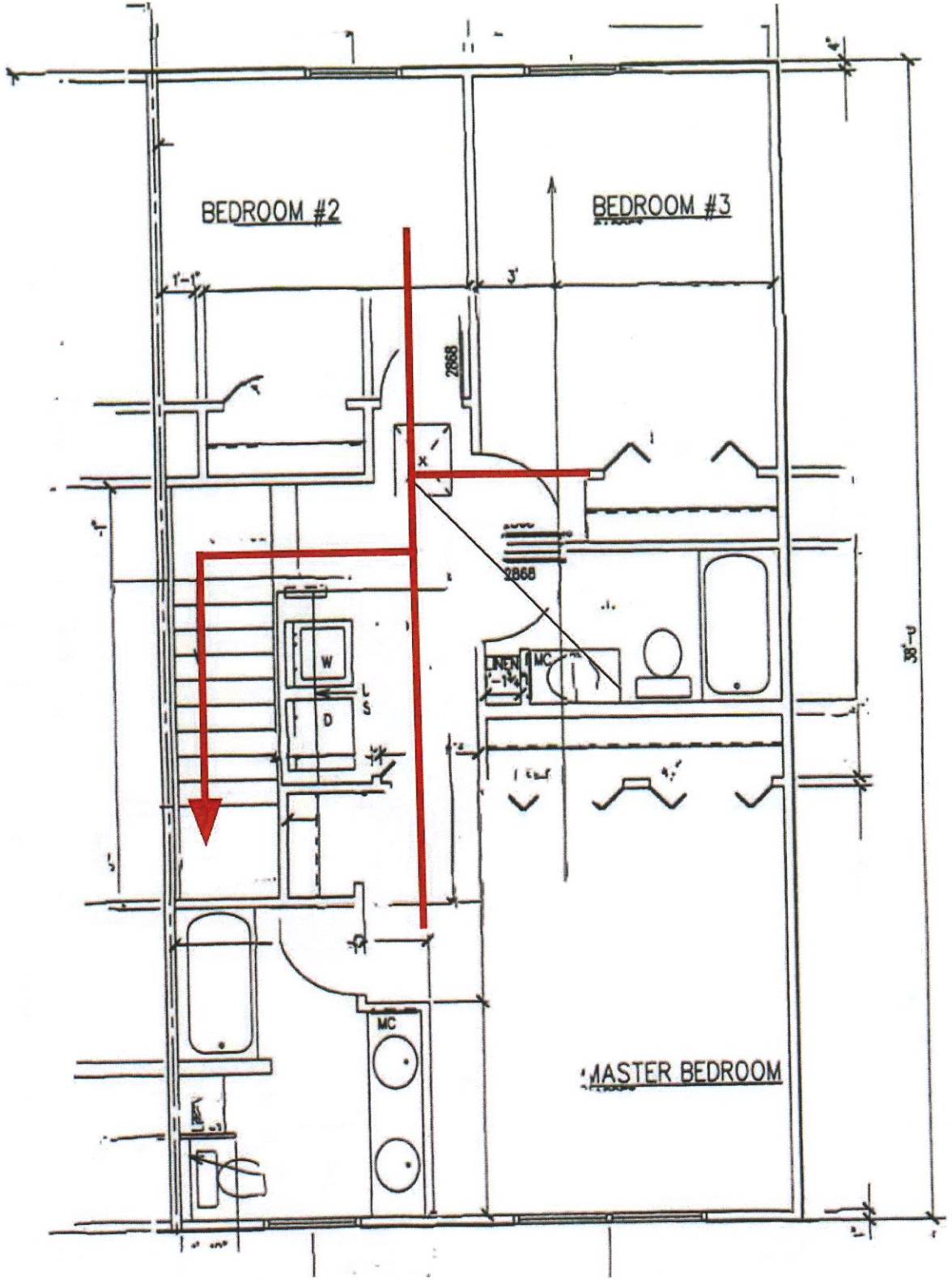
Property Owner's Signature:_____

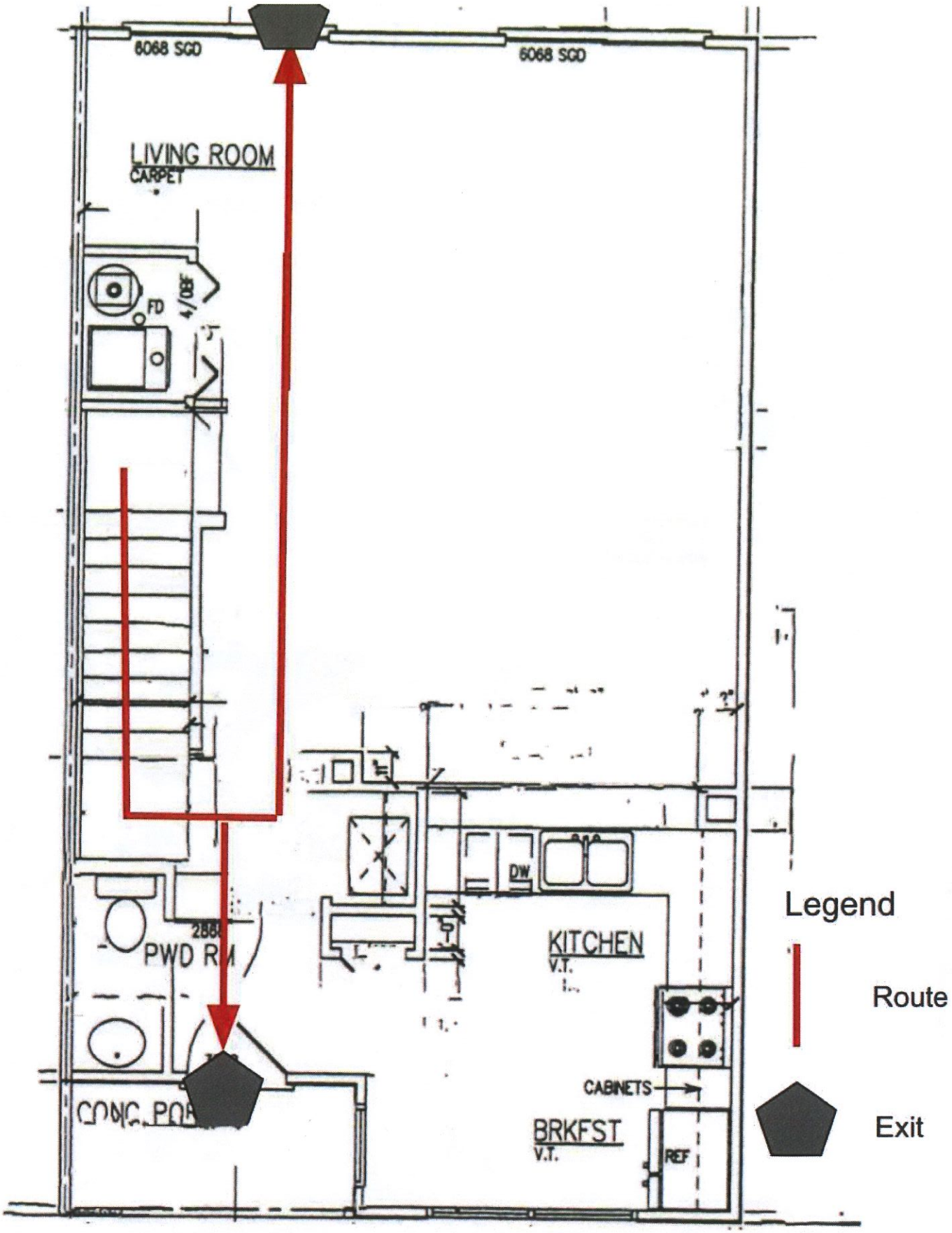
CERTIFICATION:

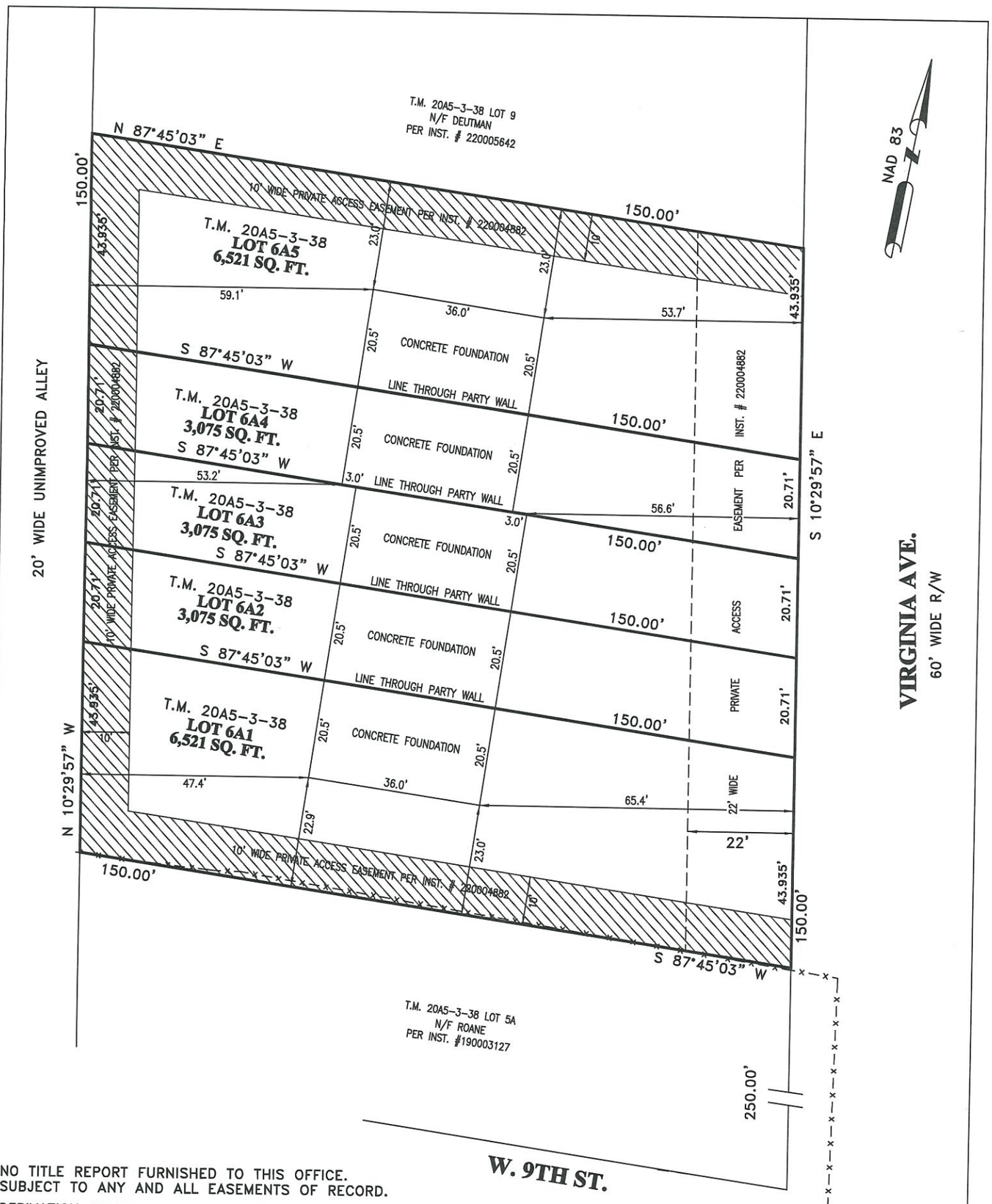
I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature_____ Date 05/19/2023

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.


BEDROOM #2
BEDROOM #3
MASTER BEDROOM
W
D
LS
LINEN
MC
MC
2868
2868


6068 SGD
6068 SGD
LIVING ROOM
CARPET
FD
4"/DBF
DW
KITCHEN
V.T.
PWD RM
CONC. POR
CABINETS
BRKFST
V.T.
REF
Legend
Route
Exit



NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DERIVATION OF TITLE TO: GOOD AND GOOD, LLC.
PER INST. # 190003466.

PLAT REF: INST. # 220004882.

PROPERTY SITUATED OUTSIDE THE
LIMITS OF THE FEMA FLOOD ZONE.

SUBJECT AND JOINING PARCELS ZONED R-3.

FOUNDATION LOCATION
LOTS 6A1 THRU 6A5, BLOCK 38
FRONT ROYAL RIVERTON IMPROVEMENT CO. INC.

NORTH RIVER MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

0 20 40 60

SCALE 1" = 20'

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
NOVEMBER 29, 2022

COMMONWEALTH OF VIRGINIA
Joseph G Brogan Jr
JOSEPH G. BROGAN, JR.
Llc No. 3209
11/29/2022
LAND SURVEYOR

Property Identification Card

Record Number: 10595

COUNTY OF WARREN

Property Information (Map: 20A5 338 6A1)

Owner:
CHETUPUZHA JOSEPH P

Owner Address:
912 VIRGINIA AVE

FRONT ROYAL, VA 22630

Total Land Area:
0.15 Acres

Property Address:
912 VIRGINIA AVE
FRONT ROYAL, VA 22630

Legal Description(s):
L 6A1 BL 38 FRONT ROYAL
RIVERTON IMP CO SUB LOT
6,7,8 LR22-4882

Zoned:
R3

Prior Assessment:
$25,000

Magisterial District:
NORTH RIVER - TOWN

Instrument:
23 0000979

Remarks:
DWELLING MOVED TO L 9 PER PLAT
6/19
LF

Assessment Values (Map: 20A5 338 6A1)

Building 1:	$243,200
Land Value:	$28,800
Other Improvements:	$0.00
Total Value:	**$272,000**

Acreage Description (Map: 20A5 338 6A1)

Size In Acres:	.15
Description:	Homesite
Lump Sum or Per Acre:	Lump Sum
Unit Value:	
Adjustment Percentage:	0.00
Utility Value:	28,800
Acreage Value:	$28,800
Total Value:	**$28,800**

Other Improvements (Map: 20A5 338 6A1)

TOTAL VALUE:

Sales Information (Map: 20A5 338 6A1)

Sales Date:	3/10/2023
Sales Price:	$354,900
Instrument:	Instrument: 23 0000979
Grantor:	GOOD AND GOOD LLC

Transaction History (Map: 20A5 338 6A1)

Sales Date:	7/15/2019
Sales Price:	$124,500
Instrument:	LR 19 0003466
Grantee:	GOOD AND GOOD LLC

Sales Date:	6/26/2013
Sales Price:	
Instrument:	LR 13 0004293
Grantee:	SHENANDOAH AVENUE LLC

Sales Date:	4/30/2001
Sales Price:	$170,000
Instrument:	LR 01 0002857
Grantee:	LLEWELLYN RONALD L & CORINNE

Sales Date:	11/20/2000
Sales Price:	
Instrument:	LR 00 0007115
Grantee:	DAVISON DARYL D ET UX

Sales Date:	8/25/1995
Sales Price:	
Instrument:	LR 95 0004194
Grantee:	DAVISON DARYL D ET UX ET AL

Sales Date:	00/00/0000
Sales Price:	
Instrument:	0
Grantee:	WINES RENA B

Building Information (Map: 20A5 338 6A1)

Building 1:

EXTERIOR INFORMATION

Year Built:	2022
Occupancy Type:	TWNHSE/CONDO
Condition:	GOOD
Foundation:	CONCRETE
Exterior Walls:	VINYL
Roofing:	COMP SHG
Roof Type:	GABLE
Garage:	NONE
Number of Cars:	None
Built-In No. Cars:	None
Carport:	NONE

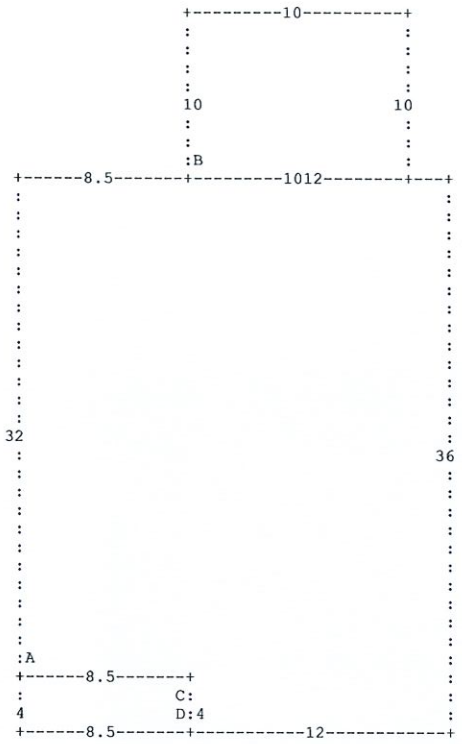
INTERIOR INFORMATION

Story Height:	2.00
Number or Rooms:	6
Number or Bedrooms:	3
Number or Full Baths:	2
Number or Half Baths:	1
Building Sq. Feet:	1442
Basement Sq. Feet:	704
Fin. Basement Sq. Feet:	None
Interior Walls:	DRYWALL
Floors:	WOOD
Floors:	CARPET
Floors:	VINYL
Heating:	HEAT PUMP
A/C:	YES

SITE INFORMATION

Zoning Type:	R3
Terrain Type:	ON
Character:	ROLLING/SLOPING
Right of Way:	PUBLIC
Easements:	PAVED
Water:	PUB-I
Sewer:	PUB-I
Electric:	YES
Gas:	NO
Fuel Type:	ELECTRIC
Utility Value:	None
Fireplace:	None
Stk Fireplace:	None
Flues:	None
Metal Flues:	None
Stacked Flues:	None
Inop. Flue/FP:	None

Building 1 Sketch



Work Session Agenda Statement

Item # 3B

Meeting Date: August 7, 2023

Agenda Item: Short Term Rental- 417 Kerfoot Avenue

Summary:
The Applicant, Mesa Coral Rose is requesting a special use permit to rent her house as a short term tourist rental. The Applicant is requesting to rent out 2 bedrooms with no more than 4 occupants at one time.

6/21/2023 - PC Consent to Advertise
7/5/2023 - PC Work Session
7/19/2023 - PC Public Hearing- voted to recommend denial of the application based on lack of adequate parking. The applicant does not have any off street parking.

Budget/Funding:

Staff Recommendation: Staff recommends denial due to insufficient parking.

#2300387

Town of Front Royal
Department of Planning and Zoning
102 East Main Street
PO Box 1560
Front Royal, VA 22630

Main:540-635-4236
Fax:540-631-2727
www.frontroyalva.com
planning@frontroyalva.com

SPECIAL USE PERMIT REQUEST FOR SHORT TERM RENTAL

APPLICANT:

NAME: Mesa Rose Coral PHONE: (505) 859-1661

ADDRESS 417 Kerfoot Ave. Front Royal, VA 22630

E-MAIL mesa.coral@yahoo.com

PROPERTY OWNER:

NAME: Mesa Rose Coral PHONE: (505) 859-1661

ADDRESS 417 Kerfoot Ave. Front Royal, VA 22630

E-MAIL mesa.coral@yahoo.com

PROPERTY DESCRIPTION:

PROPERTY ADDRESS 417 Kerfoot Ave. Front Royal, VA 22630

TAX MAP 20A6 7 4 41 SECTION _____ BLOCK _____ LOT 41-42

SUBDIVISION NAME Viscose City

ZONING DISTRICT R-1 ACREAGE 0.172

SPECIFIC SPECIAL USE PERMIT REQUEST Short-term rental

☒ Whole house rental ☐ Partial rental, # of rooms rented _____

☐ Primary Residence ☒ Secondary Residence

ATTACHMENTS: The following ***must*** be submitted with the application. Additional information may be required depending on the nature of the request.

☒ Survey plat or sketch to scale of property showing all **existing** improvements, parking and refuse area and property boundaries.

☒ Provide a map of area attractions

☐ Provide proof that notification to operate was sent to the HOA, if applicable

☒ Complete management plan.

☒ Written consent given to the Town to inspect for compliance.

☒ Emergency dwelling evacuation diagram (posted in each bedroom)

☒ Application fee of $400.00 Receipt # 0100192206 9 Date Paid 6-9-23

CK# 1003

RECEIVED
JUN - 9 2023
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

Revised 5/06/2022

Taxes are pd.

IN CASE OF AN EMERGENCY

If there is an emergency, or there are questions in regard to the property, please contact (owner) Mesa Rose Coral at (phone number) (505) 859-1661 or (property manager) Tiffany Peer at (phone number) (540) 683-0442.

If the emergency requires immediate assistance, please call the following or 911.

Front Royal Police Department: 540-635-2111 or 911, 900 Monroe Ave, Front Royal, VA 22630

Front Royal Volunteer Fire & Rescue: 540-635-2540 or 911, 221 N Commerce Ave, Front Royal, VA 22630

Warren Memorial Hospital: 540-636-0300 or 911, 351 Valley Health Way, Front Royal, VA 22630

Electrical Outage: 540-635-3027, 1101 Manassas Avenue, Front Royal, VA 22630. Outages may be reported online at https://www.frontroyalva.com/FormCenter/Energy-Services-6/Report-Electric-Problem-46.

Emergency/afterhours 540-635-2111

OCCUPANCY

The Special Use Permit limits the occupancy for this short-term rental at 4 People and 2 Bedrooms.

NOISE

It shall be a violation of Chapter 106 of the Front Royal Town Code for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration, or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

PARKING

Parking is limited to 2 cars in the driveway.

TRASH AND RECYCLING

All trash and recycling shall be placed in containers provided by the owner.

- Trash receptacles are located (Clarify location of trash bags and receptacles)

Trash bags and the trash can are located in the cabinet under the kitchen sink. Full trash bags can be taken out to the large trash bin located on the north side of the house (go left out the backdoor).

Recyclables can be placed in the blue recycle bin located directly inside the backdoor.

- Trash is collected (State the day of the week trash is picked up by the Town and where the container is to be placed on trash day

Trash is collected Tuesday mornings. The outdoor trash bin is to be placed at the curb before 6:30 am or after 7:00 pm the night before collection day.

The clear bag containing recyclables can be placed next to the trash bin at the curb.

Revised 5/06/2022

CHECK-IN & CHECK-OUT

Provide details

-Contactless check in begins at 2:00 pm using an individualized code on the front door keypad. If there are issues with the code, the smart lock can also be opened using the associated phone application (Eufy). If issues persist, the local contact can be called to open the door with a key.
-Check out is at 10 am. Guests should lock all exterior doors, throw trash in the outdoor bin, load and run the dishwasher or hand wash dishes, open any closed shades, and return keys (if applicable).

WIFI/PHONE/ETC

Provide details for special amenities if available

Wifi name: 417 Kerfoot
Wifi password: Shenandoah

SPECFIC PROPERTY DETAILS

Provide details regarding acreage, landscape, property boundaries (no trespassing notice), unique characteristic, warnings, kitchen use, house amenities, HVAC, etc.

-Property boundaries are clearly marked by fencing that surrounds the house.
-HVAC controls are located in the kitchen, in addition to amenities available for use including a coffee maker, blender, cooking utensils, cutlery, and dinnerware.
-Guests will have access to use the entire house, minus the unfinished basement, where the door will remain locked.

AREA ATTRACTIONS

Provide a map of area attractions

- Attractions: i.e., Shenandoah National Park, Shenandoah River State Park, Skyline Caverns, Golf Courses, Canoe Companies
- Groceries & Convenience: i.e., Walmart, Target, Martins, CVS
- Restaurants
- Wineries & Breweries

SPECFIC PROPERTY REGULATIONS

May be dictated by approved conditions or owner preference, examples below

- No shooting of firearms
- No outdoor fire burning
- No fireworks

-No shooting of firearms
-No outdoor fire burning
-No fireworks
-No parties or loud disturbances

Revised 5/06/2022

As per 175-3

Short-term rental- means the provision of a room or space that is suitable for, intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy. Any residential use that falls within the definition of short-term rental as defined in § 15.2-983, as amended, of Virginia State Code.

Short-term rental facility – A building or accessory structure, other than a hotel, motel, or bed-and-breakfast home, where lodging is provided for compensation on a short-term basis, and open to the public or transient guests. The maximum number of occupants shall not exceed ten (10) unless determined appropriate by Town Council.

Short-term rental:
§ 175.151 Short-term rentals.

Short-term rentals shall be permitted in all Zoning Districts by Special Use Permit and shall at a minimum meet the following requirements:

A. The short-term rental owner of a dwelling unit to be used for a short-term rental shall apply for a Special Use Permit through the Department of Planning and Zoning and receive approval from Town Council prior to utilizing the dwelling unit as a short-term rental. Town Council may impose conditions necessary to mitigate adverse effects of the use on neighboring properties.

B. The one-time application fee shall be $400.00.

C. Staff will conduct an inspection prior to the issuance of the Special Use Permit approval. Additional inspections will be conducted on a complaint basis to ensure compliance with the performance standards listed in this section, along with any additional conditions imposed by Town Council, if applicable.

D. The maximum number of occupants in the dwelling unit shall be determined by the number of bedrooms; there shall be no more than two (2) adults per bedroom. However, the maximum number of occupants shall not exceed 10 people unless approved by Council.

E. Parking for the use shall be located in driveways or other designated and approved parking areas.

F. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.

G. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the 2015 or 2018 Uniform Statewide Building Code (2018 Version required usage beginning July 1, 2022); and a carbon monoxide detector must be installed on each floor in every dwelling.

H. The owner of the dwelling used for short-term rentals shall give the Town written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards upon a twenty-four-hour notice.

I. A property management plan demonstrating how the short-term rental will be managed and how the impact on neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants and utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers

shall be provided to Town staff, public safety officials and, if applicable, the HOA of the subdivision. The plan must be provided as part of the rental contract.

J. If the property is located within a subdivision governed by a homeowners' association, the Planning Department must receive proof that a notification to operate the short-term rental was sent to the HOA.

K. The owners of the rental shall provide an emergency evacuation plan for the dwelling and the neighborhood.

L. A copy of Chapter 106 of the Town of Front Royal Code relative to noise must be provided at the short-term dwelling.

M. All outdoor burning shall be in compliance with Chapter 78 of the Town of Front Royal Code.

N. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation by the Zoning Administrator at any time.

Property Owner's Signature: _____

CERTIFICATION:

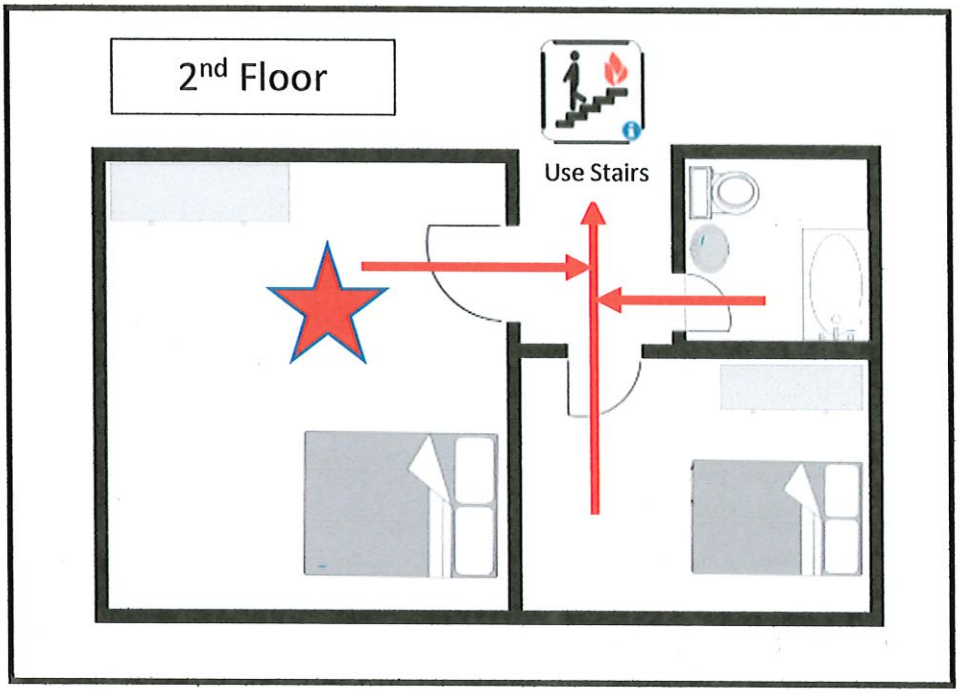
I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature _____ Date 6-8-2023

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

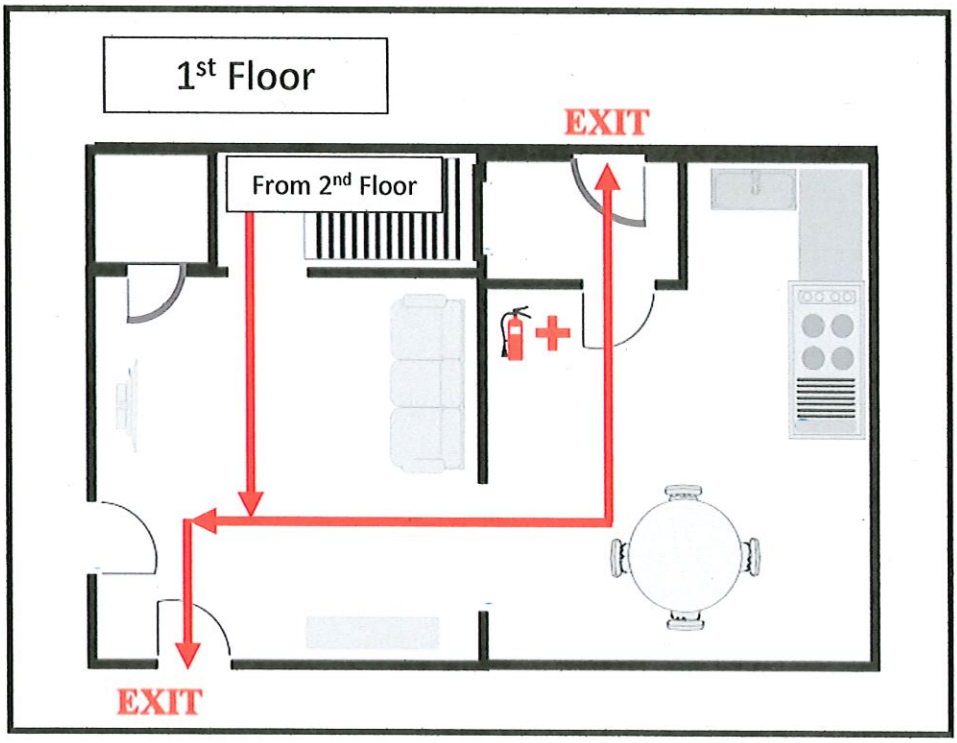
Emergency Evacuation Route – Main Bedroom





In an emergency, call **911,** or the following:

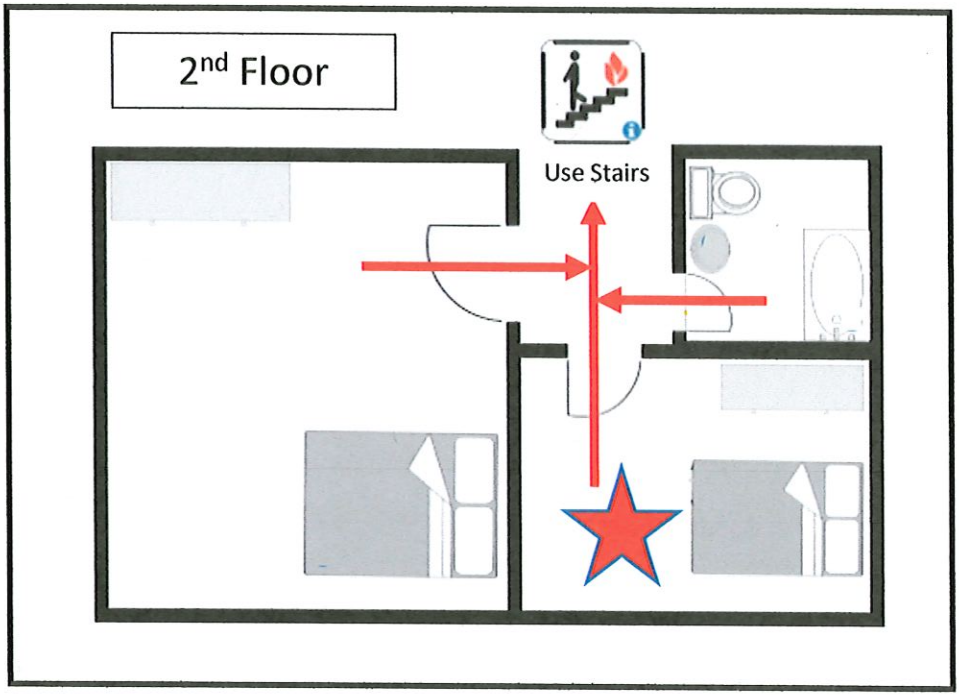
- Front Royal Police Dept: 540-635-2111
- Front Royal Volunteer Fire and Rescue: 540-635-2540
- Warren Memorial Hospital: 540-636-0300
- Electrical Outage: 540-635-3027



Emergency Evacuation Route – Guest Bedroom

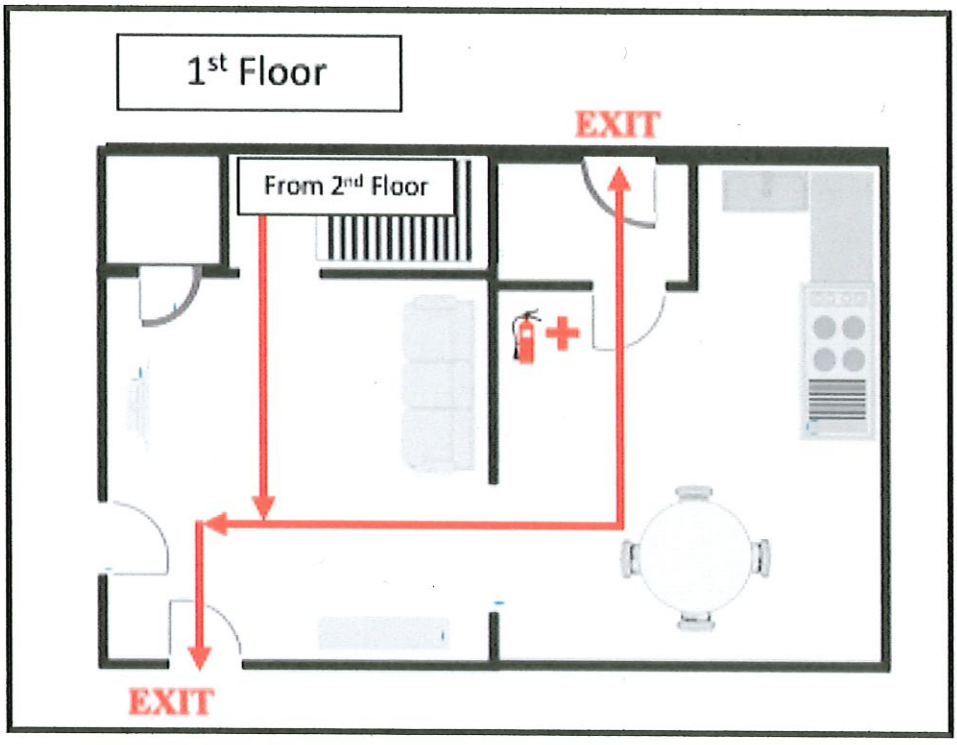
Key

- FIRST AID
- EXIT
- FIRE EXTINGUISHER
- YOU ARE HERE

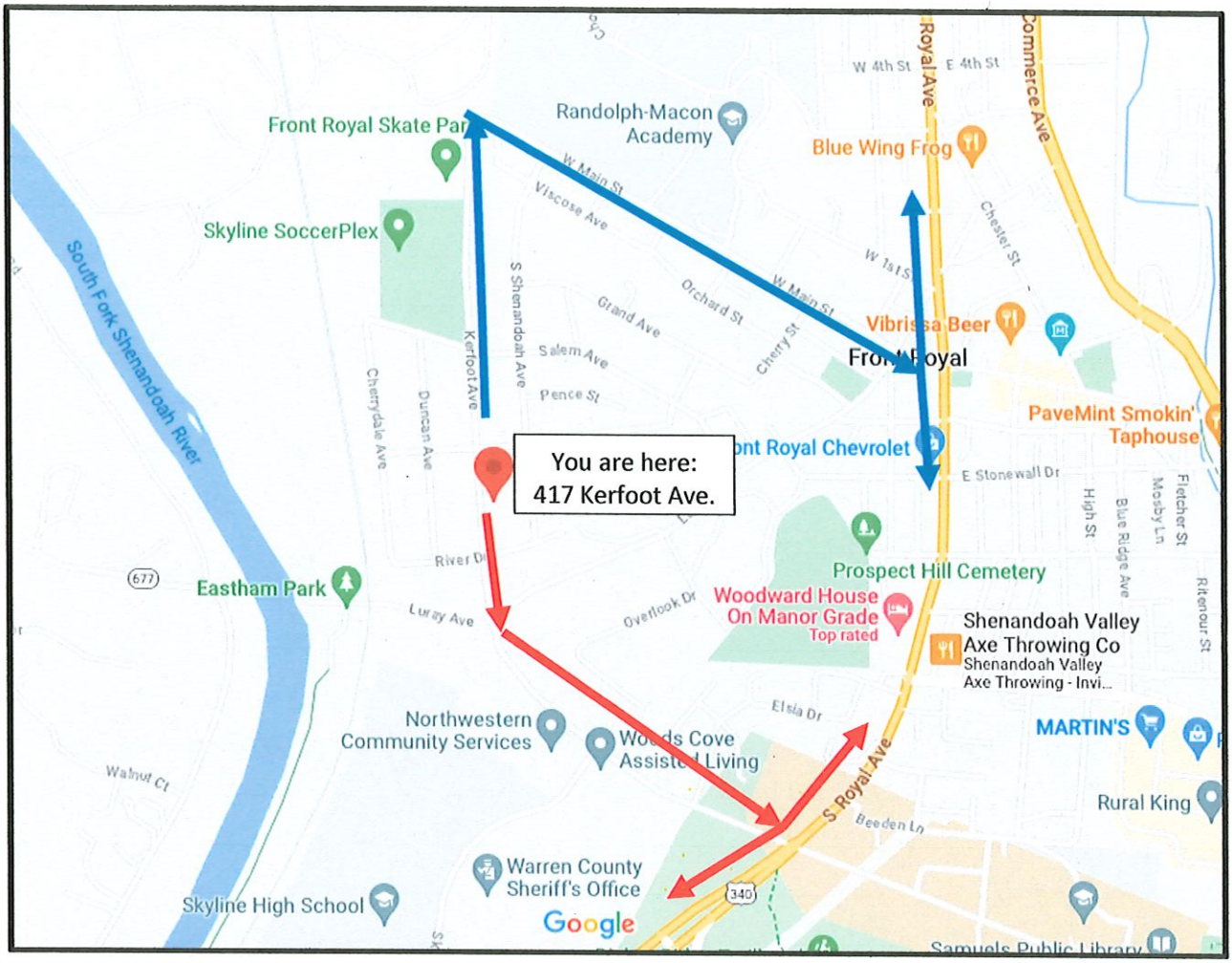


In an emergency, call **911,** or the following:

- Front Royal Police Dept: 540-635-2111
- Front Royal Volunteer Fire and Rescue: 540-635-2540
- Warren Memorial Hospital: 540-636-0300
- Electrical Outage: 540-635-3027



Emergency Evacuation Route - Neighborhood



Neighborhood Evacuation Instructions

Primary Route (red arrows):

- Head south on Kerfoot Avenue and continue around bend on W. Criser Road.
- At S. Royal Avenue, turn left to travel north on Highway 340 toward Interstate 66. Alternatively, you may turn right at S. Royal Avenue to head south on Highway 340.

Secondary Route (blue arrows):

- Head north on Kerfoot Avenue and continue around bend on W. Main Street.
- At S. Royal Avenue, turn left to travel north on Highway 340 toward Interstate 66. Alternatively, you may turn right at S. Royal Avenue to head south on Highway 340.

Mesa Coral
(505) 859-1661
417 Kerfoot Ave.
Front Royal, VA 22630

June 9, 2023

Short-term Rental Property Management Plan

417 Kerfoot Ave. Front Royal, VA 22630

Points of Contact

- Local Contact: Tiffany Peer | (540) 683-0442 | tiffpeer14@gmail.com
  - May be contacted for: entry/door code issues, immediate response to complaints, garbage cleanup, management of unruly tenants, and utility issues.
- Homeowner: Mesa Coral | (505) 859-1661 | mesa.coral@yahoo.com
  - May be contacted for: response to complaints, billing or legal requests, and any additional questions, or issues.

Management

All marketing, booking, tenant resolution management, cleaner scheduling, tax collection, and 24-hour tenant services is provided by the management company Evolve. The single point of contact for the Evolve account associated with the home is Robert Holden ((720) 776-1871 robert.holden@evolve.com).

Tiffany Peer provides all cleaning services and serves as the local contact available for immediate, in-person response.

The homeowner, Mesa Coral, will ensure proper management is maintained from Evolve. She will confirm proper cleaning is being conducted after each stay, with deep-cleaning of the home occurring once per month, and that the house remains in excellent condition through scheduled maintenance and checks throughout the short-term rental duration.

Minimizing Neighborhood Impact

In order to minimize the possibility of the house being used for parties, a two-night minimum stay is required and enforced by Evolve during the booking process. Additionally, specific property regulations include: no shooting of firearms, no outdoor fire burning, no fireworks, and no parties or loud disturbances to neighbors.

Prior to rentals being booked, neighbors directly surrounding the home will be notified that the home will be used as a short-term rental and they will be provided with the contact information for both the homeowner and local contact. Complaints and requests will be taken seriously and responded to appropriately by the local contact for urgent matters, with a follow-up from the homeowner, and by the homeowner for all other matters.

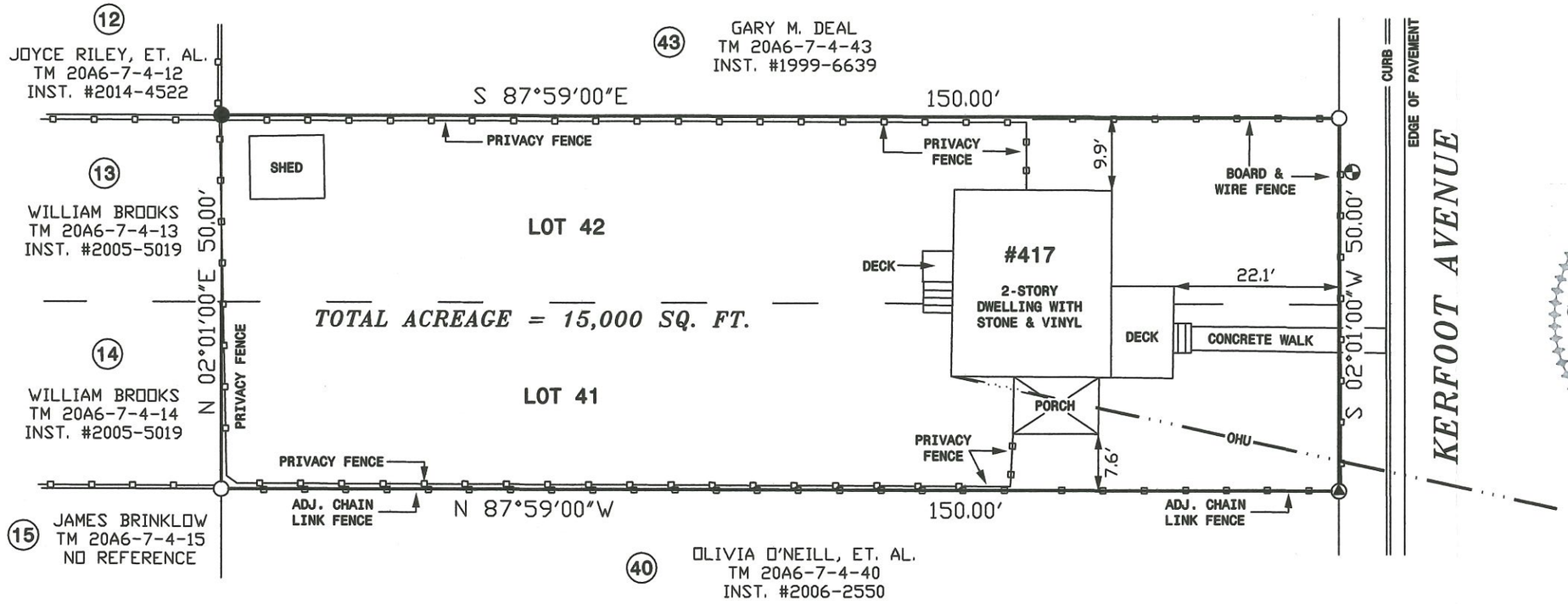
Parking

Parking is limited to two vehicles that are to be parked directly in front of the home, parallel to the curb on Kerfoot Avenue. No vehicles shall be parked in front of neighbor's driveways or other non-designated areas.

1)TAX MAP: 20A6-7-4-41 & 42
2)DATUM AS SHOWN HEREON IS ACCORDING TO RECORDED INFORMATION AND IS A CURRENT FIELD SURVEY.
3)OTHER RIGHTS OF WAY AND EASEMENTS, IF ANY, ARE NOT SHOWN.
4)NO TITLE REPORT FURNISHED.

LEGEND
○ = IRON PIN FOUND
● = IRON PIN SET
▲ = SPIKE SET AT BASE OF FENCE POST
⊕ = WATER METER
OHU = OVERHEAD UTILITY LINE
⊶⊶⊶ = FENCE LINE (AS NOTED)

SCALE: 1"=20'
(PER PLAT BOOK 1, PAGE 1)



COMMONWEALTH OF VIRGINIA
MICHELLE BILLER
No. 2345
5.25.23
LAND SURVEYOR

PLAT SHOWING A BOUNDARY SURVEY ON LOTS 41 & 42, SECTION B, BLOCK 4 OF VISCOSE CITY AS RECORDED IN PLAT BOOK 1, PAGE 1.

TOWN OF FRONT ROYAL

FORK MAGISTERIAL DISTRICT

WARREN COUNTY, VIRGINIA

MAY 25, 2023

PREPARED BY,
VALLEY SURVEYING, P.L.L.C.
7911 SENEDO ROAD
MT. JACKSON, VIRGINIA 22842
PHONE: (540) 477-3686

DERIVATION OF TITLE
OWNER: MESA CORAL
REFERENCE: INSTRUMENT #230001541

Work Session Agenda Statement

Item # 3C

Meeting Date: August 7, 2023

Agenda Item: Special Use Permit for Two Apartments – 1127 N. Royal Avenue

Summary:
The Applicant, Independence Realty is requesting a special use permit for two ground floor apartments located at 1127 N Royal Ave.

Staff conducted a property maintenance inspection (March 2, 2023) at this address and found that the single family dwelling unit had been converted into a multifamily dwelling unit without obtaining a zoning permit. The special use permit is required for ground floor residential uses on the ground floor.

6/21/2023 - PC Consent to Advertise
7/5/2023 - PC Work Session
7/19/2023 - PC Public Hearing- voted to recommend approval of the application.

Budget/Funding:

Staff Recommendation: Staff recommends approval conditioned upon the applicant expanding the parking area to accommodate an additional 4 spaces and obtaining a parking lease from a neighboring property .

#2300381

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 2263
Main: 540.635.4236
Fax: 540.631.2727
www.frontroyalva.com

SPECIAL USE PERMIT REQUEST

FRSPU_____

APPLICANT: c/o Lynn Deel Cell 540-252-6513

NAME Independence Realty LLC PHONE 703-366-3462

ADDRESS 10307 Piper Lane Manassas VA 20110

E-MAIL lynn@greenteaminc.com

PROPERTY OWNER:

NAME Independence Realty LLC PHONE 703-366-3462

ADDRESS 10307 Piper Lane Manassas VA 20110

E-MAIL lynn@greenteaminc.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS 1127 N Royal Ave Front Royal VA 22630

TAX MAP 20 SECTION A3 BLOCK 5 LOT 24

SUBDIVISION NAME North River ACREAGE _____

RECEIVED
JUN - 7 2023
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

REQUEST

ZONING DISTRICT C-1

PROPOSED USE OF PROPERTY _____

SPECIFIC SPECIAL USE PERMIT REQUEST Special use
Zoning permit per Monica McClure
letter dated 3/2/2023

ATTACHMENTS --The following *must* be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements.
   (10 copies if larger than 11" X 17")
2. Site Plan Application
3. Application Fee of $400.00 **Receipt #** 817105 **Date Paid** 6-7-23 Check# 3494
4. Additional information as required by the Dept. of Planning & Community Development.

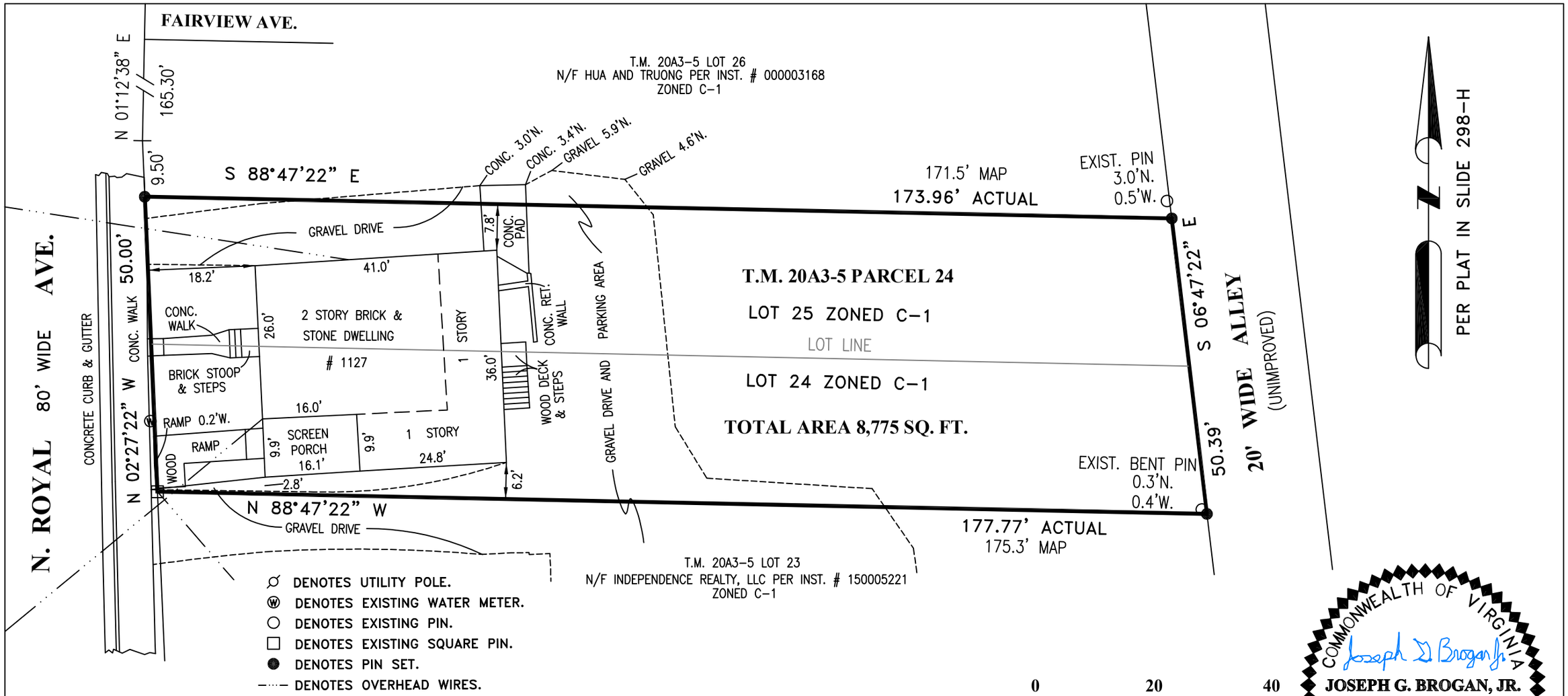
CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature _____ Date 3/30/2023

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Revised 4-21-2021



SURVEY OF LOTS 24 AND 25
PLAT OF H.H. BOWMAN SUB-DIVISION
OF FAIRVIEW COURT

NORTH RIVER MAGISTERIAL DISTRICT

TOWN OF FRONT ROYAL
WARREN COUNTY, VA.

NO TITLE REPORT FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

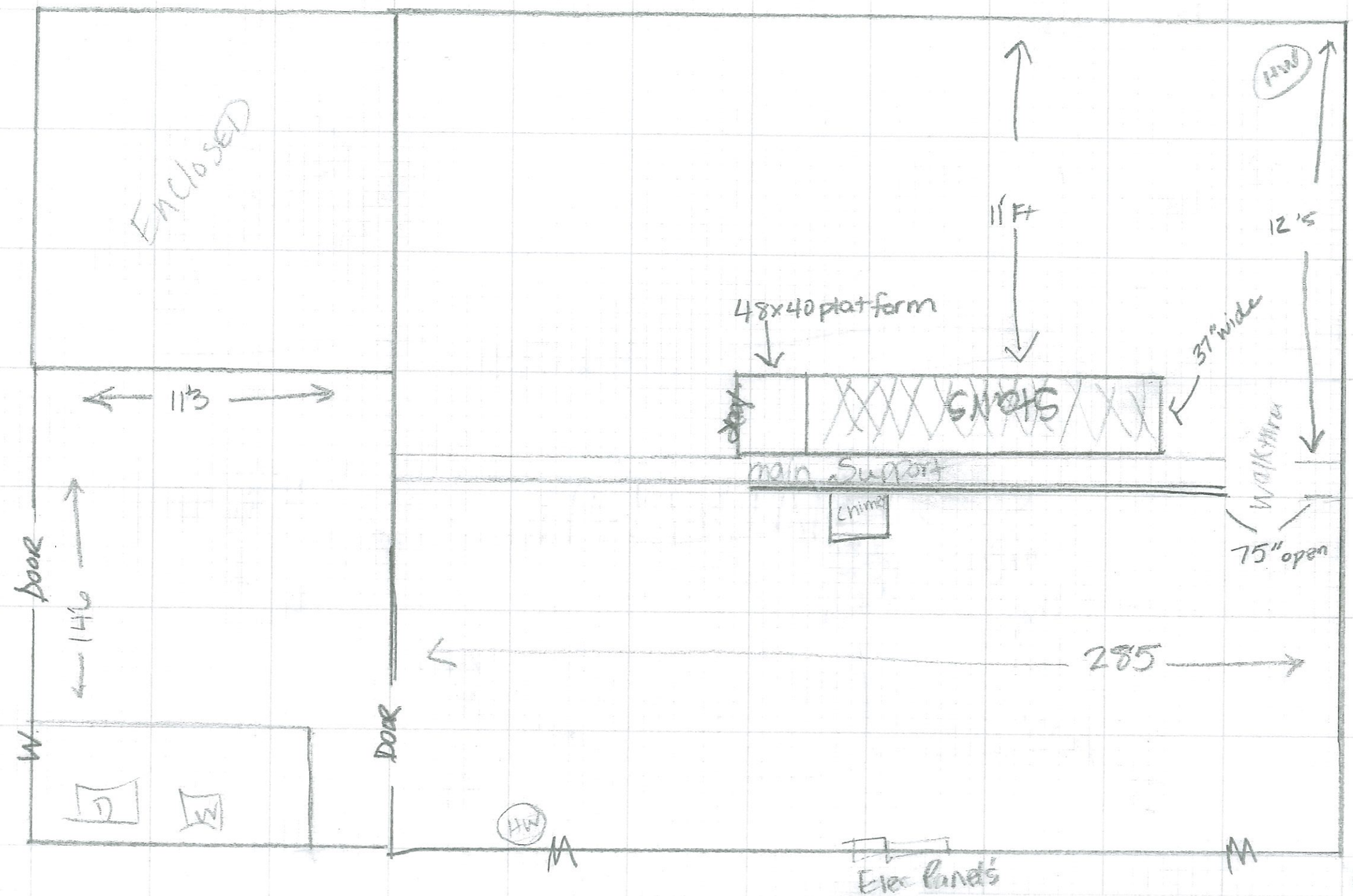
DERIVATION OF TITLE TO: INDEPENDENCE REALTY, LLC PER INST. # 150002812.

PLAT REF: PER DEED BOOK 30 PAGE 317.

SUBJECT PROPERTY SITUATED OUTSIDE THE LIMITS OF THE FEMA FLOOD ZONE.

COMMONWEALTH OF VIRGINIA
Joseph G Brogan Jr.
JOSEPH G. BROGAN, JR.
Lic No. 3209
7/5/2023
LAND SURVEYOR

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
JULY 5, 2023



1127 N Royal Ave, Cellar
Front Royal VA 22630

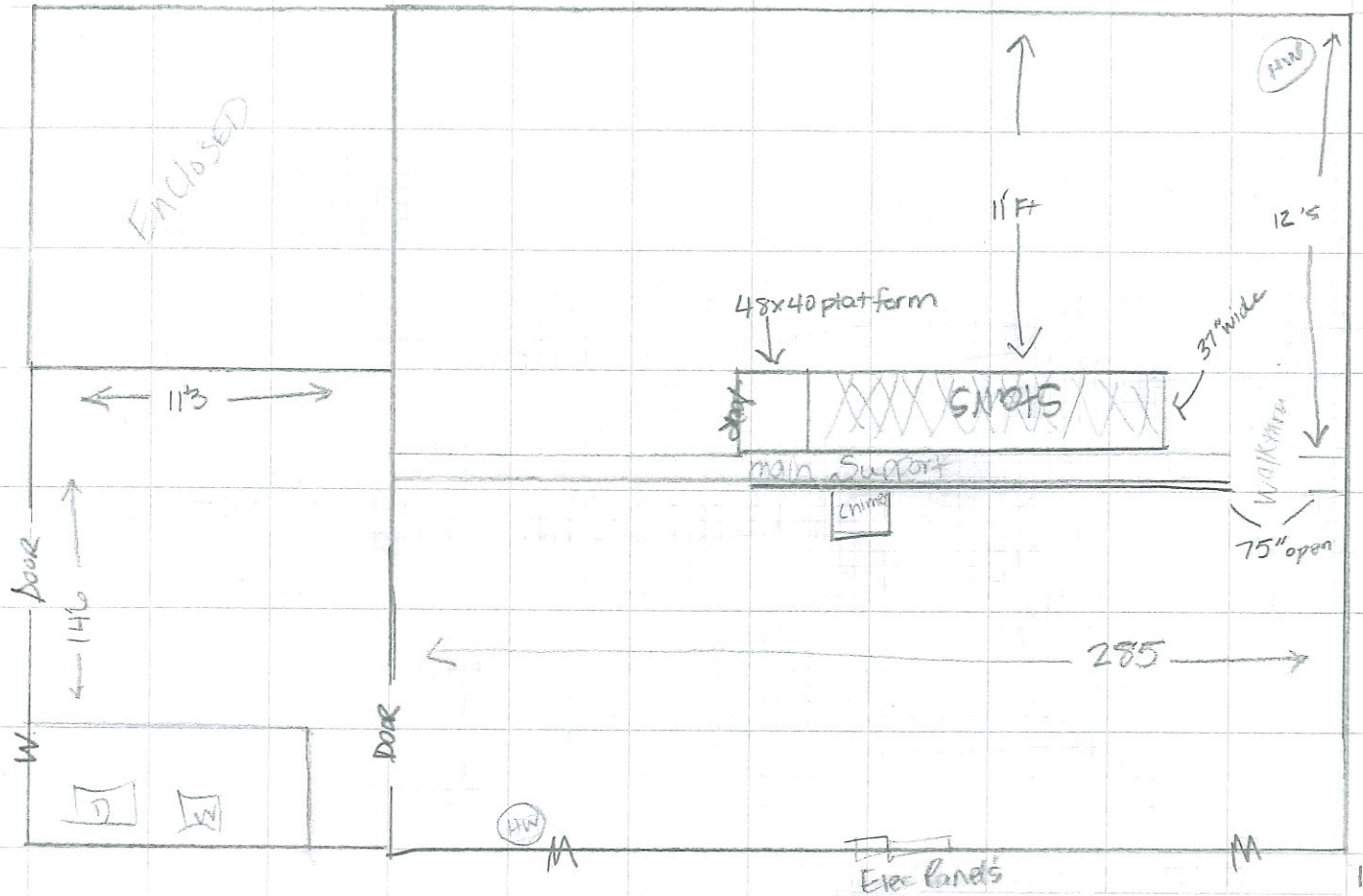
Independence Realty LLC

Lynn Deel-Schultz
Cell 540-252-6513
lynn@greenteaminc.com

Office 703-366-3462
10307 Piper Lane
Manassas, VA 20110

Property Management & More

GREEN TEAM, INC



1127 N Royal Ave, Cellar
Front Royal VA 22630

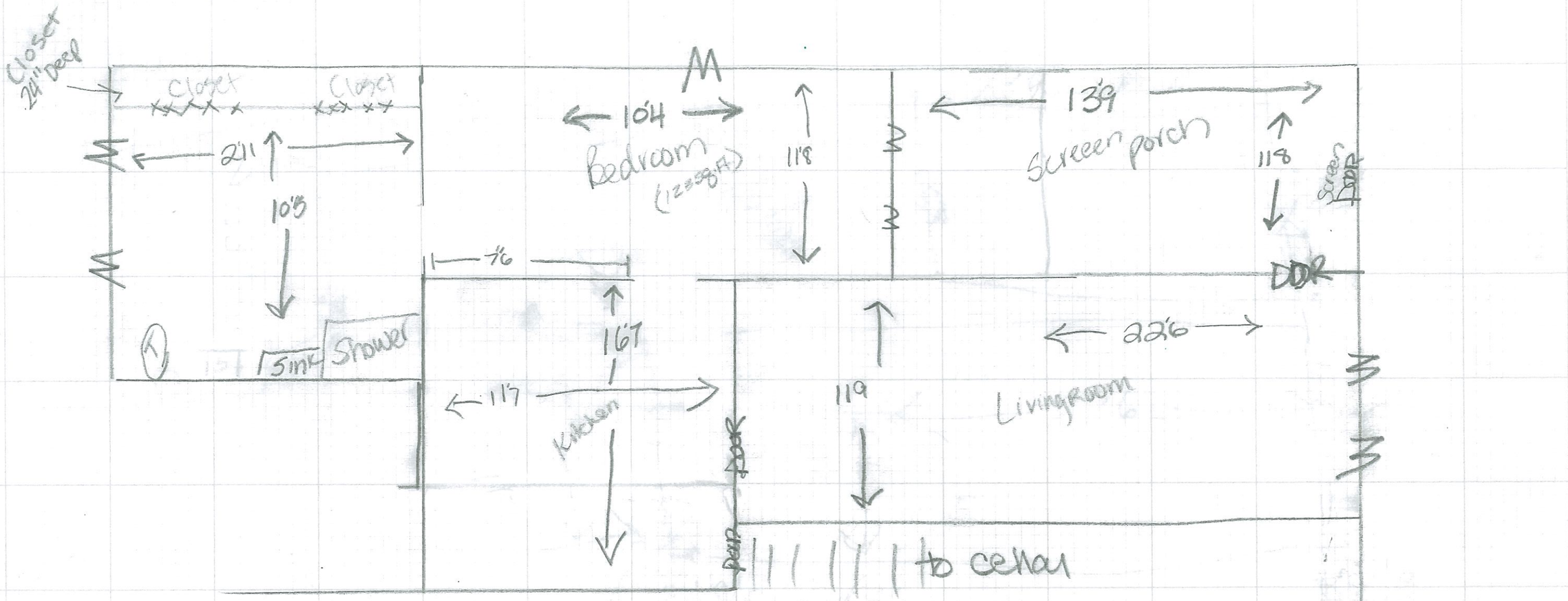
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Property Management & More

GREEN TEAM, INC.



Independence Realty LLC

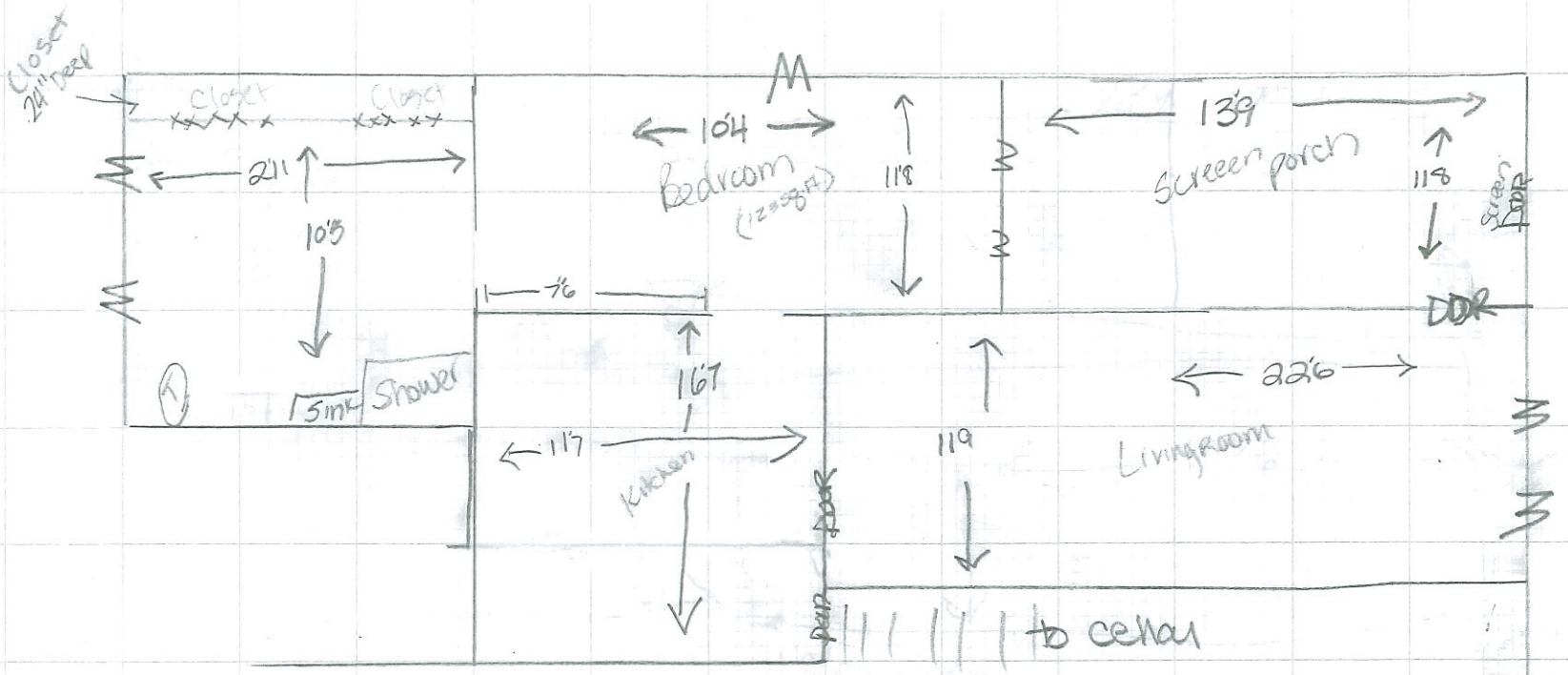
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lynn@greenteaminc.com

Office 703-366-3462
10307 Piper Lane
Manassas, VA 20110

Property Management & More

1127 N Royal Ave, Unit 1
(Screen Porch)
Front Royal VA 22630

GREEN TEAM, INC



Independence Realty LLC

Lynn Deel-Schultz
Cell 540-252-6513
lynn@greenteaminc.com

Office 703-366-3462
10307 Piper Lane
Manassas, VA 20110

Property Management & More

1127 N Royal Ave, Unit 1
(screen Porch)
Front Royal VA 22630

GREEN TEAM, INC.

Regular Work Session Agenda Statement

Item # 04A

Meeting Date: August 7, 2023

Agenda Item: Resolution of Support – VDOT

Summary: A "blanket resolution" is now the preferred method for the localities commitment to the funding needed and names a signatory authority for project agreements. The resolution is required for submittal of project applications into the VDOT Smart Portal.

Budget/Funding: Should a project be funded; the amount of funding is confirmed with an agreement.

Staff Recommendation: Staff requests passing the resolution under the Consent Agenda for August 28th, for application of two Revenue Sharing projects and one Transportation Alternatives (TA) project. Projects for submittal include the Prospect Street Bridge replacement in Revenue Sharing. The North Shenandoah Avenue Lighting project in Revenue Sharing and the West Criser Road sidewalk in Transportation Alternatives.

RESOLUTION
OF THE
COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA
FOR BLANKET PROJECT FUNDING COMMITMENT AND
PROJECTS UNDER AGREEMENT WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION

Recitals

A. The Town of Front Royal administers transportation projects under agreement with the Virginia Department of Transportation;

B. The Town of Front Royal desires to provide clear commitment for funding these transportation projects and clean signature authority for signing the Project Administration agreements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Front Royal, Virginia that:

1. the Town of Front Royal hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s).
2. the Town Manager or Acting/Interim Town Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

Adopted this _____ day of _____, 2023.

_____
Lori A. Cockrell, Mayor

Attest: _____
Tina L. Presley, Clerk of Council

DRAFT

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: _____

DRAFT

Regular Work Session Agenda Statement

Item # 04B

Meeting Date: August 7, 2023

Agenda Item: Bid for Various Grades of Stone FY24

Summary: Council will be requested to approve a bid from Hanson Aggregates for fixed pricing on various types of stone for streets and water/sewer maintenance for FY24 in the amount of $120,949.00.00. A bid opening was held on July 18, 202 and received two responses.

Budget/Funding: The Public Works Department has budgeted an expense of $158,000 which also includes repairs and replacement of signs and curb painting throughout the year.

Staff Recommendation: Staff recommends approving the award of contract as presented.

Town of Front Royal
Public Works

MEMORANDUM

TO: **Michelle Campbell, Purchasing Manager**

CC: **B.J. Wilson, Finance Director**

FROM: **Robert B Boyer, Public Works Director**

DATE: **July 20, 2023**

SUBJECT: **Recommendation to award the bid for various size stone**

The Public Works Department would like to recommend awarding the bid for various size stone to Heidelberg Materials NorthEast LLC that's located in Front Royal, VA. The town has used Heidelberg Materials for several years now and have always gotten good quality materials from them, and their Riverton location makes it's very accessible to us.

The Public Works Department estimates spending $35,000.00 on various size stone for the water and sewer department and street department which has funding already budgeted in 9602-5407, 9802-5407, 4500-5407 and 4102-5407.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.

Town of Front Royal, VA

BID TABULATION

IFB #22-2023 STONE

BID OPENING DATE: JULY 18, 2023

BID OPENING TIME: 2:00 PM

BIDDER				HEIDELBERG MATERIALS NORTHEAST LLC		J.R. THARPE TRUCKING COMPANY, INC.	
Item	**Stone Description**	**Unit**	**QTY**	**Unit Price**	**Extended Total Price**	**Unit Price**	**Extended Total Price**
1	#26 CRUSHER RUN	TON	1000	$15.95	$15,950.00	$49.95	$49,950.00
2	#21B	TON	5000	$16.78	$83,900.00	$48.95	$244,750.00
3	#57	TON	600	$19.26	$11,556.00	$59.00	$35,400.00
4	CBR-30	TON		No Bid	$0.00	No Bid	$0.00
5	#21A PUGGED	TON	100	$16.98	$1,698.00	No Bid	$0.00
6	OGB	TON	100	$20.07	$2,007.00	No Bid	$0.00
7	CLASS 1	TON	100	$29.17	$2,917.00	No Bid	$0.00
8	CLASS 1A	TON	50	$40.00	$2,000.00	No Bid	$0.00
9	#3	TON	50	$18.42	$921.00	No Bid	$0.00
			Total Base Bid	**$120,949.00**		**$330,100.00**	

***DENOTES NON-RESPONSIVE BID**

The VENDOR SPREAD SHEET is generated from the initial, raw information collected. No award decision has been made.

Apparent Low Bidder: Heidelberg Materials Northeast, LLC

Prepared By: Michelle Campbell, VCA

Regular Work Session Agenda Statement

Item #04C

Meeting Date: August 7, 2023

Agenda Item: Bid for Various Grades of Asphalt FY24

Summary: Council will be requested to approve a contract for firm fixed pricing on various grades of asphalt for general street patching and surfacing of Town streets for FY24 for Stuart M. Perry, Inc., located at Riverton Rd., Front Royal, VA., for the following various grades of asphalt per ton: base, $83.00; intermediate, $83.00; and finish, $85.00.

The Department of Finance solicited an invitation for bid as per the VPPA guidelines, using E-VA, the Commonwealth of Virginia online procurement website, and received two responses. Stuart M. Perry, Inc. was the lowest, responsive and responsible bidder.

Funds for this request are available in the Public Works Department's Highway Maintenance line item 4500-45407 repairs and maintenance supplies.

Budget/Funding: 4500-45407 Highway Maintenance Repairs & Maintenance

Staff Recommendation: Staff recommends approving the award of contract as presented under the consent agenda at the August 28th meeting.

Town of Front Royal
Public Works

MEMORANDUM

TO: **Michelle Campbell, Purchasing Manager**

CC: **B.J. Wilson, Finance Director**

FROM: **Robert B Boyer, Public Works Director**

DATE: **July 24, 2023**

SUBJECT: **Recommendation to award the bid for Asphalt Purchase**

The Public Works Department would like to recommend awarding the bid for purchase of asphalt from Stuart M. Perry located on Riverton Rd, Front Royal VA. The town has purchased asphalt from Stuart M. Perry for several years now and have received great service from them and good quality of asphalt. The funding is already budgeted under budget code 4500-5407.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.

Town of Front Royal, VA

BID TABULATION

IFB #23-2023 ASPHALT

BID OPENING DATE: JULY 18, 2023

BID OPENING TIME: 2:30 PM

				SUPERIOR PAVING CORP. 27608 Gum Spring Rd., Chantilly, VA			**STUART M. PERRY INC. 1685 Riverton Rd., Front Royal, VA**		
Item	**Description**	**Unit**	**QTY**	**Unit Price**	**Overhead Cost 1.5 hrs**	**Extended Price**	**Unit Price**	**Overhead Cost 0 hrs**	**Extended Price**
1	BASE ASPHALT, TYPE BM-25.0, STANDARD MATERIAL	ton	10	$78.00	$56.67	$836.67	$83.00	$0.00	$830.00
2	INTERMEDIATE ASPHALT, TYPE IM-19.0A, STANDARD MATERIAL	ton	10	$79.00	$56.67	$846.67	$83.00	$0.00	$830.00
3	FINISH ASPHALT, TYPE SM-9.5A, STANDARD MATERIAL	ton	10	$80.00	$56.67	$856.67	$85.00	$0.00	$850.00
			Total Base Bid	**$2,540.01**			**$2,510.00**		

***DENOTES NON-RESPONSIVE BID**

Overhead Cost = $37.78/hr round trip transporting asphalt beyond Town of Front Royal from Vendors location.

This spreadsheet is generated from the initial, raw information collected. No award decision has been made.

Prepared By: Michelle Campbell, VCA

Regular Work Session Agenda Statement

Item # 05A

Meeting Date: July 10, 2023

Agenda Item: Revisions to Liaison Committee Meeting Policy

Summary: The Liaison Committee Meeting met on July 20, 2023. The Liaison Committee Meeting Policies proposed revisions were discussed and it was agreed to leave as presented except for a small change under Manager and Administrator Reports where, the word "written" was proposed instead of "oral" and reports to be given one month before the regularly scheduled Liaison Meeting (December, March, June, September).

Budget/Funding: N/A

Staff Recommendation: Council to approve the revisions as presented under the Consent Agenda on the August 28th Agenda.

FRONTROYAL – WARREN COUNTY
Liaison Committee Mission Statement and Policies
~~March 2021~~

PURPOSE OF THE LIAISON COMMITTEE

The purpose of the Front Royal-Warren County Liaison Committee is to offer a venue whereby the leadership of the Town of Front Royal and the County of Warren can discuss issues of mutual interest and inform each other of positions taken and decisions made by each public body that may affect both localities. The Committee is NOT designed to be an environment where decisions are made, but one where issues are discussed, and Board and Council members take them back to their respective bodies for further discussion and recommendation.

MEMBERSHIP

The Liaison Committee shall include the Mayor of the Town of Front Royal, the Chairman of the Warren County Board of Supervisors, the Front Royal Town Manager, the Warren County Administrator, one **(1)** Front Royal Town Council member and one (1) Warren County Board of Supervisors member. The latter two (2) members shall rotate between its various members from meeting to meeting.

MEETING SCHEDULE

Meetings shall be held on the third Thursday every quarter at 6:00 p.m. unless otherwise agreed upon by the Town and County. The meetings shall be rotated every quarter (January, April, July, October) ~~six months~~ between the Town and County. ~~Wherever the meetings are held, the host shall be responsible for the preparation of the agenda and provide a person who will take formal minutes of the meeting.~~ MOVED BELOW

MEETING AGENDA

- Meetings of the Liaison Committee shall at all times be subject to the terms of the Virginia Freedom of Information Act.

- Wherever the meetings are held, the host (Town Manager or County Administrator) shall be responsible for the preparation of the agenda upon consultation with the Mayor and Board Chairman respectively, and provide a person who will take formal minutes of the meeting.

- ~~Meeting agendas shall be provided and distributed by the Town Manager and County Administrator upon consultation with the Mayor and Board Chairman respectively.~~ MOVED UP

- Any request to place an item on the agenda shall be made by ~~1:00 p.m. on Tuesday~~ close of business on Thursday the week prior to the Liaison meeting.

DRAFT

- All requests to place an item on the agenda must be accompanied by a written summary of the request which can be placed in the agenda packet.

- ~~The agendas shall be distributed by the host on the Friday or Monday prior to the Liaison Committee meeting.~~ MOVED UP

- ~~In order for an item to be formally discussed on the Liaison agenda, it must be first agreed upon by the Town Council or Board of Supervisors.~~ The Liaison Committee may amend a meeting agenda by agreement at the meeting.

MEETING POLICY and PROCEDURES

- The Mayor of the Town shall be Chairman of the Committee when the meetings are hosted by the Town, and the Chairman of the Board of Supervisors shall be Chairman of the Committee when the meeting is hosted by the County.

- The Chairman shall make procedural or parliamentary decisions which may be overruled by a majority vote of the Committee.

- The Town and/or County may invite any of their staff personnel, including attorneys, to attend meetings that either feels would be helpful for the issues and items scheduled to be addressed.

- This mission statement and policies shall be adopted by a majority of the Board of Supervisors and the Town Council. They may be amended by a majority vote of the Town Council and Board of Supervisors.

MANAGER and ADMINISTRATOR REPORTS

Quarterly, ~~at a regular meeting of the Front Royal Town Council,~~ the Warren County Administrator shall submit a written report ~~give an oral report~~ of the County to the Council, and ~~regular meeting of the Warren County Board of Supervisors,~~ the Front Royal Town Manager shall submit a written report ~~give an oral report~~ of the Town to the Board, one month prior to the quarterly Liaison Committee Meeting (December, March, June, September). This will not be a question-and-answer period.

Approved by the Warren County Board of Supervisors: September 7, 2010
Approved by the Front Royal Town Council: September 13, 2010
Approved by the Front Royal Town Council March 9, 2020
Approved by the Warren County Board of Supervisors March 17, 2020

DRAFT

Regular Work Session Agenda Statement

Item # 5B

Meeting Date: August 7, 2023

Agenda Item: Dedication/Naming of Town Bridges

Summary: Vice Mayor Sealock requested this item to the agenda to discuss the dedication and naming of Town bridges in honor of community leaders. The following is a list of the ten (10) Town owned bridges:

1. E. Main St
2. E. Stonewall Drive
3. E. Prospect St
4. Happy Creek Rd/ Manassas St
5. Westminster Drive
6. South St
7. Commerce Ave
8. E. 6th St
9. Happy Creek Rd
10. E. 8th St

Budget/Funding: N/A

Staff Recommendation: None

Regular Work Session Agenda Statement

Item # 5C

Meeting Date: August 7, 2023

Agenda Item: Discussion on Chapter 175 – Short Term Rentals

Summary: Councilman Rappaport requested this item to be added to the agenda for discussion. Staff will be prepared to discuss how many short-term rentals have been approved, violations, complaints, or issues from existing short-term rentals. Staff will be available to answer any questions or provide additional information.

Budget/Funding: N/A

Staff Recommendation: Discussion

Regular Work Session Agenda Statement

Item # 06A&B

Meeting Date: August 7, 2023

Agenda Item: Proclamations for International Overdose Awareness Day and Recovery Month/Recovery Day of Service

Summary: Celeste Brooks from the Warren Coalition has requested that the Mayor and Council recognize and proclaim the following at their August 28th Meeting

- International Overdose Awareness Day on August 31st
- Recovery Month (September) and National Recovery Day of Service on September 30th

Budget/Funding: N/A

Staff Recommendation: Mayor approves the proclamations at the August 28th meeting.

PROCLAMATION



WHEREAS, the people of Warren County and Front Royal, Virginia, have been impacted by the opioid epidemic and the influx of fentanyl into our community; and,

WHEREAS, International Overdose Awareness Day is a global event held on the 31st of August each year, that aims to raise awareness of overdose and reduce the stigma of a drug-related death; and,

WHEREAS, we acknowledge the grief felt by families and friends remembering those who have died or had a permanent injury resulting from a drug overdose; and,

WHEREAS, International Overdose Awareness Day is one opportunity to remember community residents, friends, and family that have been lost to overdose death and promote strategies that can prevent future overdose deaths; and,

WHEREAS, hope can be found through community education and the support of people with substance use disorders and their families; and,

WHEREAS, Northwestern Prevention Collaborative and Warren Coalition invite all Warren County residents to participate in an International Overdose Awareness Day Vigil on August 31, 2023;

NOW, THEREFORE, the Front Royal Town Council does hereby proclaim August 31, 2023, as International Overdose Awareness Day, and call upon our residents to observe these occasions and participate in events and programs that support this year's observance.

APPROVED:

_____
Lori A. Cockrell, Mayor

Attest:

_____
Tina L. Presley, Clerk of Council

This proclamation was approved on August 28, 2023

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PROCLAMATION



WHEREAS, the people of Warren County and Front Royal, Virginia, have been impacted by the opioid epidemic and the influx of fentanyl into our community; and,

WHEREAS, hope for recovery from substance use disorders can be found through community education and support; and,

WHEREAS, providing Naloxone, fentanyl test strips, and other harm reduction measures can help keep people alive until they discover that recovery is possible; and,

WHEREAS, Medication Assisted Recovery options provide an avenue of recovery that helps people repair relationships and begin the hard work of healing; and,

WHEREAS, we battle against stigma by using person-first language, providing a welcoming atmosphere for all, and encouraging businesses to provide jobs to those in recovery; and,

WHEREAS, we encourage relatives and friends of people who use drugs to implement preventative measures; recognize the signs of overdose and be prepared to respond with naloxone and support their loved ones in accessing appropriate treatment, medications and recovery support services as overdoses are preventable and recovery as possible; and,

WHEREAS, we recognize that National Recovery Month increases awareness and understanding of substance use disorders, reduces the stigma for people who have a substance use disorder, and celebrates people in recovery; and,

WHEREAS, September 30th is recognized as the National Recovery Day of Services; and,

WHEREAS, Warren Coalition and Northwestern Prevention Collaborative invite all Warren County residents to participate in National Recovery Month during September 2023 and the National Recovery Day of Service;

NOW, THEREFORE, the Front Royal Town Council does hereby proclaim September 2023 as National Recovery Month, and September 30th as National Recovery Day of Service, and call upon our residents to observe these occasions and participate in events and programs that support this year's observance.

APPROVED:

_____
Lori A. Cockrell, Mayor

Attest:

_____
Tina L. Presley, Clerk of Council

This proclamation was approved on August 28, 2023

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TOWN COUNCIL REGULAR WORK SESSION

Monday, August 7, 2023 @ 7:00 pm

TOWN HALL

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:

> 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, Clerk of Council and appointments to the Planning Commission and the Front Royal EDA.

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.