



**TOWN OF FRONT ROYAL, VIRGINIA
TOWN COUNCIL MEETING
Monday, March 25, 2013 @ 7:00 p.m.
Warren County Government Center**

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of March 11, 2013.
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 1. Monthly Report from Executive Director of EDA Jennifer McDonald
 2. Quarterly Report from County Administrator Doug Stanley
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
- *7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED) - None

**The nature of a consent agenda is such that discussion of individual items does not occur.*

8. **COUNCIL APPROVAL** – Setting of Real Estate, Personal Property and Personal Property Tax Relief Tax Rates for Fiscal Year 2013-2014 (*2nd Reading*)
9. **COUNCIL APPROVAL** – An Ordinance to Amend Town Code Pertaining to Nonconformity – Parking Exception (*2nd Reading*)
10. **COUNCIL APPROVAL** – An Ordinance to Amend Town Code Pertaining to Home Occupation (*2nd Reading*)
11. **COUNCIL APPROVAL** – Discharge of Rainwater into the Town's Sewer System from RSW Regional Jail
12. **COUNCIL APPROVAL** – Town Visioning Contract for Services



Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 8

Meeting Date: March 25, 2013

Agenda Item: COUNCIL APPROVAL – Setting of Real Estate, Personal Property and Personal Property Tax Relief Tax Rates for Fiscal Year 2013-2014 (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading the real estate tax rate, the personal property tax rate and the personal property tax relief for Fiscal Year 2013-2014. The advertised real estate tax rate was at \$.12 per \$100 assessed value, which represents an increase of \$.01 over the current year's rate; the personal property tax rate at \$.64 per \$100 assessed value, which represents no increase over the current year's rate; and personal property tax relief (PPTRA) from 70% to 67% per qualifying vehicle for Fiscal Year 2013-2014. Town Council affirmed on its first reading to set the real estate tax rate at \$.11 per \$100 assessed value; personal property tax rate at \$.64 per \$100 assessed value; and personal property tax relief (PPTRA) at 67% per qualifying vehicle for Fiscal Year 2013-2014.

Budget/Funding: None

Attachments: None

Meetings: Work Sessions held January 22, February 4 and Council Authorized to Advertise for Public Hearing on February 11, 2013. Public Hearing was held February 11, 2013.

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading the real estate tax rate at per \$100 assessed value; personal property tax rate at \$.64 per \$100 assessed value; and personal property tax relief (PPTRA) at 67% per qualifying vehicle for Fiscal Year 2013-2014.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JB



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 9

Meeting Date: March 25, 2013

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend Town Code Pertaining to Nonconformity – Parking Exception (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an ordinance that would provide for a parking exemption for existing commercial and industrial businesses. The exemption found under the proposed 175-127 would allow existing commercial and industrial properties to be reused for permitted uses without the requirement of having to comply with the current parking requirements, subject to specific qualification requirements, and specific site improvements that may be required by the Zoning Administrator to maintain existing facilities. Other minor changes, primarily to clarify existing requirements are proposed under Sections 175-124 through 175-133.

Budget/Funding: None

Attachments: Proposed Ordinance Amendment

Meetings: Work Session held February 4, 2013. Public Hearing held February 11, 2013

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an ordinance that would provide for a parking exemption for existing commercial and industrial businesses found in Town Code Sections 175-124 through 175-133, as presented.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JB

DRAFT AMENDMENT – VERSION 6
NONCONFORMITY – PARKING EXEMPTION

This draft amendment is intended to modify the nonconforming use section of the Zoning Ordinance. The primary change includes, but is not limited to, a parking exemption to existing commercial and industrial properties. The exemption would allow existing commercial and industrial properties to be reused without having to comply with the current parking requirements of the zoning ordinance, subject to specified qualification conditions.

START -----

TOWN OF FRONT ROYAL MUNICIPAL CODE, Chapter 175, ZONING

NONCONFORMING USE NONCONFORMITY

~~175-124~~ CONTINUATION (Nonconforming Use)

~~A. If at the time of enactment of this chapter, any legal activity which is being pursued or any lot or structure legally utilized in a manner or for a purpose which does not conform to the provisions of this chapter, such manner of use or purpose may be continued as herein provided.~~

~~B. If any changes in title of possession or renewal of a lease of any such lot or structure occurs, the use existing may be continued.~~

~~C. If any nonconforming use, structure or activity is discontinued for a period exceeding two (2) years after the enactment of this chapter, it shall be deemed abandoned, and any subsequent use shall conform to the requirements of this chapter.~~

~~D. No nonconforming use and/or structure shall be moved, in whole or in part, to any portion of the lot or parcel other than that occupied by such use and/or structure at the effective date of adoption or amendment of this chapter unless said move results in decreasing the degree of nonconformity or results in conformance with the requirements for the district.~~

**~~175-125~~ ZONING PERMITS AND CERTIFICATES OF OCCUPANCY
(Nonconforming Use)**

~~A. All nonconforming uses shall be issued a zoning permit and a certificate of occupancy within ninety (90) days after the adoption of this chapter.~~

~~B. The construction or use of a nonconforming building or land area for which a permit was issued legally prior to the adoption of this chapter may proceed, provided that such building is completed within one (1) year or such use of land established within thirty (30) days after the effective date of this chapter.~~

~~175-126~~ REPAIRS AND MAINTENANCE (Nonconforming Use)

~~On any building devoted, in whole or in part, to any nonconforming use, work may be done in any period of twelve (12) consecutive months on ordinary repairs or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing to an extent not exceeding twenty percent (20%) of the current replacement value of the structure, provided that cubic content of the structure as it existed at the time of passage or amendment of this chapter shall not be increased. Nothing in this chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any~~

~~structure or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.~~

~~175-127~~ — ~~CHANGES IN DISTRICT BOUNDARIES (Nonconforming Use)~~

~~Whenever the boundaries of a district are changed, any uses of land or buildings which become nonconforming as a result of such change shall become subject to the provisions of this Article.~~

~~175-128~~ — ~~NONCONFORMING LOTS OF RECORD (Nonconforming Use)~~

~~A. Except as hereinafter provided, the minimum lot width and lot area shall be required for the establishment of any new use on the lot in the R-1 Residential District. Wherever possible, the consolidation of existing nonconforming lots is encouraged to meet the minimum lot size requirements. All new construction shall conform to the yard dimensions and all other regulations for the R-1 Residential District.~~

- ~~1. The Administrator may issue an administrative variance of up to twenty percent (20%) of the required lot width and/or area, where it is found that the proposed new construction is consistent with the structure size, orientation and pattern of development on the street and in the immediate neighborhood.~~
- ~~2. On lots with an area or lot width of less than eighty percent (80%) of the minimum required, approval for construction may be granted by special permit by the Town Council, where the Council finds the application meets the following conditions:~~
 - ~~a. The proposed structure has a finished floor area of not less than ninety percent (90%) of the amount of finished floor area prevalent in comparative homes. Finished floor areas does not include basement areas.~~
 - ~~b. The proposed structure is compatible with comparative homes in terms of building orientation, scale, proportion and site layout.~~
 - ~~c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties.~~
- ~~3. For the purpose of this section, comparative homes shall mean characteristics that are present in at least sixty percent (60%) of the homes located on both sides of the street in the immediate block where the proposed structure is located.~~
- ~~4. The Council may approve a reduction of the side yard requirement, by not more than forty percent (40%), where necessary, to achieve increased compatibility with other structures in the immediate block.~~

~~B. In any other residential district, a single dwelling may be erected on any single lot of record, notwithstanding limitations imposed by other provisions of this chapter. This provision shall apply even though such lot fails to meet the requirements for lot area and/or lot width, that are generally applicable in the district, provided that yard dimensions shall conform to the regulations for the district in which such lot is located. Other requirements shall be complied with. All other uses, except a single dwelling, required to meet the minimum lot area requirements for the district in which it is located.~~

~~C. In any commercial or industrial district, a permitted structure may be erected on any single lot of record at the effective date of adoption or amendment of this chapter, notwithstanding limitations imposed by other provisions of this chapter. This provision shall apply even though such lot fails to meet the requirements for lot area and/or lot width, that are generally applicable in the district, provided that yard dimensions shall conform to the regulations for the district in which such lot is located. Other requirements shall be compiled with:~~

~~D. In any nonconforming lot of record contains a conforming use and/or structure, such use and/or structure may be replaced in the area of the preexisting use and/or structure should damage or destruction occur. Expansion of said use and/or structure may occur within the limits of this chapter.~~

~~E. Except as otherwise noted herein, variance of yard requirements can be obtained only through action of the Board of Zoning Appeals.~~

175-129 — NONCONFORMING USES OF LAND

~~Lawful uses of land which, at the effective date of this chapter or as a result of subsequent amendments thereto, become nonconforming may be continued by the present or any subsequent owner so long as it remains otherwise lawful, subject to the following provisions:~~

~~A. Extension. No such nonconforming use shall be enlarged or increased or extended to occupy a greater area of land than was occupied at the effective date of adoption of this chapter.~~

~~B. Changes of use. A nonconforming use, if changed to a conforming use, shall not thereafter be changed back to any nonconforming use. A nonconforming use may, by special permit, be changed to another nonconforming use, provided that the Town Council shall find that the proposed use is equally appropriate or more appropriate in the zoning district than the existing nonconforming use.~~

~~C. Additional structures or buildings. No additional structures or buildings not conforming to the requirements of this chapter shall be erected in connection with such nonconforming use of land.~~

~~D. Damage or destruction. If a nonconforming use of land is damaged or destroyed, such use may be replaced to the extent to which it existed prior to said damage or destruction.~~

175-130 — NONCONFORMING STRUCTURES OR BUILDINGS

~~Structures or buildings which, at the effective date of this chapter or subsequent amendments thereto, become nonconforming by reason of restrictions on lot coverage, height, yards, its location on the lot or other requirements concerning the building or structure may be continued to be used so long as such structure or building remains otherwise lawful, subject to the following provisions:~~

~~A. Enlargement. A nonconforming structure shall not be enlarged in a manner which increases the nonconformity. Such nonconforming structure may be enlarged in a manner which does not create a new nonconformity.~~

~~B. Damage or destruction. A nonconforming structure or building which is destroyed or partially destroyed by any means to an extent of seventy-five percent (75%) or more of the market value thereof immediately prior to such damage or destruction shall not be repaired or restored to a nonconforming status, but shall be reconstructed and used only in conformity with~~

~~the provisions of this chapter. If such structure is more than seventy-five percent destroyed, reconstruction to its prior state may occur if begun within twelve (12) months of said damage or destruction. A special permit from the Town Council is needed for reconstruction during this twelve-month period.~~

~~C. Moving of structure or building. No nonconforming structure or building shall be, for any reason, moved for any distance unless it shall thereafter conform to the zoning district regulations for the district in which it is located after it is moved.~~

~~175-131 — NONCONFORMING USES OF STRUCTURES OR BUILDINGS~~

~~Lawful uses of structures or buildings which, at the effective date of this chapter or as a result of subsequent amendments thereto, become nonconforming may be continued by the present or any subsequent owner so long as such use remains otherwise lawful, subject to the following provisions:~~

~~A. Extension. A nonconforming use may be extended only if the Town Council approves a special permit after review and recommendation of the Planning Commission.~~

~~B. Change of use. Such nonconforming use, if changed to a conforming use, shall not thereafter be changed back to any nonconforming use. A nonconforming use may, by special permit, be changed to another nonconforming use, provided that the Town Council shall find that the proposed use is equally appropriate or more appropriate in the zoning district than the existing nonconforming use.~~

~~C. Damage or destruction. Removal or destruction of the structure or building in which a nonconforming use is located shall eliminate the use which the structure or building was used for (a nonconforming use). "Destruction," for the purpose of this subsection, is defined as damage to an extent of fifty percent (50%) or more of the market value of the structure or building immediately prior to such damage or destruction. However, if reconstruction begins within twelve (12) months after destruction or partial destruction occurs, the same nonconforming use, with a special permit, or a use which is more appropriate in the zoning district according to the Town Council may be carried on.~~

~~175-132 — PERCENT OF DAMAGE (Nonconforming Use)~~

~~The cost of land or any factors other than the cost of the structure are excluded in the determination of fair market value for the purpose of calculating the percent of damage. Such percentage shall be determined by the Building Inspector of the Town of Front Royal.~~

~~175-133 — USES UNDER SPECIAL PERMIT PROVISIONS (Nonconforming Use)~~

~~Any use which is permitted by a special permit in a zoning district under the terms of this chapter (other than a change through the Town Council action from one nonconforming use to another nonconforming use) shall not be deemed a nonconforming use in such zoning district, but shall without further action be considered a conforming use.~~

175-124. CONTINUATION

- A. Any legal use that was in operation, or any building or structure that legally existed prior to the effective adoption date of this chapter, that no longer conforms to the requirements of this chapter at the effective adoption date, may be continued so long as the use, building and/or structure remains otherwise

lawful. Such legally nonconforming uses, buildings and structures shall conform to all applicable laws in effect at the time when the use, building and/or structure was established.

- B. If there is any change of ownership, possession, or lease, of any legally nonconforming use, building or structure, it may continue according to the requirements of this chapter.
- C. When the boundaries of a district are changed, any uses, buildings, and/or structures, which become nonconforming as a result of such change, shall be subject to the provisions of this Chapter.

175-125. VESTED RIGHTS

Pursuant to §15.2-2307 of the Virginia Code, plans for the establishment of new uses, buildings and/or structure may proceed, despite if the requirements of this chapter are not complied with, if a vested right is determined by the Zoning Administrator, after concurrence with the Town Attorney.

175-126. DISCONTINUANCE

If any legally nonconforming use is discontinued for a period exceeding two (2) years after the enactment of this chapter, it shall be deemed abandoned, and any use thereafter shall conform to the use requirements of this chapter.

[REDACTED]

[REDACTED]

[REDACTED]

175-128 NONCONFORMING LOTS OF RECORD

- A. Except as hereinafter provided, the minimum lot width and lot area shall be required for the establishment of any new lot, or use of a lot, in the R-1 Residential District. Wherever possible, the consolidation of existing nonconforming lots is encouraged to meet the minimum lot size requirements.

All new construction shall conform to the yard dimensions and all other regulations for the R-1 Residential District.

1. The Administrator may issue an administrative variance of up to twenty percent (20%) of the required lot width and/or area, where it is found that the proposed new construction is consistent with the structure size, orientation and pattern of development on the street and in the immediate neighborhood.
 2. On lots with an area or lot width of less than eighty percent (80%) of the minimum required, approval for construction may be granted by special permit by the Town Council, where the Council finds the application meets the following conditions:
 - a. The proposed structure has a finished floor area of not less than ninety percent (90%) of the amount of finished floor area prevalent in comparative homes. Finished floor areas does not include basement areas.
 - b. The proposed structure is compatible with comparative homes in terms of building orientation, scale, proportion and site layout.
 - c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties.
 3. For the purpose of this section, comparative homes shall mean characteristics that are present in at least sixty percent (60%) of the homes located on both sides of the street in the immediate block where the proposed structure is located.
 4. The Council may approve a reduction of the side yard requirement, by not more than forty percent (40%), where necessary, to achieve increased compatibility with other structures in the immediate block.
- B. In any other residential district, a single dwelling may be erected on any single lot of record, notwithstanding limitations imposed by other provisions of this chapter. This provision shall apply even though such lot fails to meet the requirements for lot area and/or lot width, that are generally applicable in the district, provided that yard dimensions shall conform to the regulations for the district in which such lot is located. All other uses, except a single dwelling, are required to meet the minimum lot area requirements for the district in which it is located.
- C. In any commercial or industrial district, a permitted structure may be erected on any single lot of record at the effective date of adoption or amendment of this chapter, notwithstanding limitations imposed by other provisions of this chapter. This provision shall apply even though such lot fails to meet the requirements for lot area and/or lot width, that are generally applicable in the district, provided that yard dimensions shall conform to the regulations for the district in which such lot is located.

- D. In any nonconforming lot of record contains a conforming use and/or structure, such use and/or structure may be replaced in the area of the preexisting use and/or structure should damage or destruction occur. Expansion of said use and/or structure may occur within the limits of this chapter.
- E. Except as otherwise noted herein, a variance of yard requirements may be obtained only through action of the Board of Zoning Appeals.

175-129 CHANGES OF USE

A nonconforming use, if changed to a conforming use, shall not thereafter be changed back to any nonconforming use. A nonconforming use may, by special permit, be changed to another nonconforming use, provided that the Town Council shall find that the proposed use is equally appropriate or more appropriate in the zoning district than the existing nonconforming use.

175-130 EXPANSIONS AND OTHER TYPES OF ALTERATIONS

- A. Except by approval of a special use permit by Town Council, a nonconforming use, building or structure shall not be enlarged, increased or extended to occupy a greater area of land area than was occupied at the effective date of adoption of this chapter unless such expansion conforms to the requirements of this chapter.
- B. New nonconforming structures or buildings shall not be erected in connection with a nonconforming use of land.
- C. A nonconforming building or structure may be enlarged if the expansion does not create a new nonconformity, and does not increase the degree or intensity of the existing nonconformity, as determined by the Zoning Administrator.
- D. A nonconforming structure or building shall not be moved, for any distance or reason, unless it shall thereafter conform to the zoning district regulations for the district in which it is located after it is moved.

175-131 REPLACEMENT, REMOVAL, REPAIR, AND RECONSTRUCTION

- A. If a nonconforming use of land is damaged or destroyed, such use may be replaced to the extent to which it existed prior to said damage or destruction. Removal or destruction of a building or structure in which a nonconforming use was located shall eliminate the use which the structure or building was used for (a nonconforming use).
- B. Nonconforming buildings and structures that are damaged by a natural event or man-made accident may be repaired and/or reconstructed to their previous condition and size if the work does not exceed fifty percent (50%) of the replacement value.
- C. Town Council may approve a special use permit for the repair and/or reconstruction of a building or structure beyond 50% of the market value, provided that the special use permit application is submitted within twelve

(12) months of said damage or destruction. Otherwise, when the repair and/or reconstruction work to a nonconforming building or structure exceeds 50% of the market value, it may only be repaired and/or reconstructed to the requirements of this chapter, as applicable for new construction.

- D. Nothing in this chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any structure or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official

175-132 PERCENT OF DAMAGE

The cost of land or any factors other than the cost of the structure are excluded in the determination of fair market value for the purpose of calculating the percent of damage. Such percentage shall be determined by the Building Official.

175-133 USES UNDER SPECIAL PERMIT PROVISIONS

Any use which is permitted by a special permit in a zoning district under the terms of this chapter (other than a change through the Town Council action from one nonconforming use to another nonconforming use) shall not be deemed a nonconforming use in such zoning district, but shall without further action be considered a conforming use.

-----END

Editorial Notes:

- Proposed new text is shown in yellow or green highlighted font. Proposed deleted text is shown in strikethrough font.
- Drafted 9/10/12 (JFC) by referral of Town Council and Planning Commission; 9/17/12 (JFC) changes per Town Manager/Town Attorney review; 10/03/12 (JFC); 1/23/13 (JFC) after TC WS; 2/19/13 (JFC) summary and editorial note changes.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2013, upon the following recorded vote:

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

A public hearing on the above was held on _____, 2013 having been advertised in the Northern Virginia Daily on _____, 2013 and _____, 2013. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2013.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 10

Meeting Date: March 25, 2013

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend Town Code Pertaining to Home Occupation 2nd Reading)

Summary: Council is requested to adopt on its second and final reading an ordinance that would amend the Town's home occupation regulations found under Town Code Section 175-108.1. The proposed changes provide for increased clarity of the code requirements, eliminate the specific area restriction of the interior storage and allow for home occupations to have signs if not located in a residential district.

Budget/Funding: None

Attachments: Proposed Ordinance Amendment

Meetings: Work Sessions January 22 and February 4, 2013. Public Hearing held February 11, 2013.

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an ordinance that would amend the Town's home occupation regulations found under Town Code Section 175-108.1, as presented

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JB

DRAFT AMENDMENT – VERSION 5

HOME OCCUPATIONS

Town Council directed the Planning Commission to review the Town's restrictions on Home Occupations. The Planning Commission and Staff recommend the following changes be made. The changes include a provision to allow home occupations in non-residential areas to have signage. Without authorizing warehousing type activities, the changes include removing the specific area restriction on interior storage. In addition, minor wording changes are proposed to improve clarity of the code requirements.

START -----

- **TOWN OF FRONT ROYAL MUNICIPAL CODE, Chapter 175, ZONING,**
- **Section 175-108.1 HOME OCCUPATIONS**

All home occupations shall meet the following standards:

- A. The use shall be clearly incidental to the principal use of the property for residential purposes and shall not change the exterior appearance of the dwelling unit, or change the character of the neighborhood.
- B. Operators of home occupations must be residents of a permitted dwelling unit on the ~~the principal building on the zoning lot, and not more than one (1) nonresident of the zoning lot may be employed in the occupation~~ same parcel, or parcels, where the home occupation is located. Notwithstanding subsection B, nonresident employees may also work for the home occupation, but no more than one (1) nonresident employee may work from the parcel, or parcels, at the same time.
- C. ~~Home occupations may involve the interior storage of goods and materials up to one hundred (100) square feet of floor area within the main building or an accessory building. No outdoor display, sales or storage of goods, materials or equipment shall be permitted, except that, the Zoning Administrator may authorize up to two (2) business vehicles, including any vehicle used by a nonresident employee. Indoor storage is permitted, provided that it does not violate the other restrictions of this section, including, but not limited to, changing the appearance of the dwelling unit, changing the character of the neighborhood, or increasing traffic.~~
- D. No wholesale or retail business shall be permitted unless it is conducted entirely by mail and/or telephone and does not involve the bulk shipment/delivery of merchandise to and from the premises; provided, however, that articles produced by the home occupation operators may be sold on the premises.
- E. ~~Home occupations shall be interpreted to include but not be limited to the following: home offices, computer/telecommunication activities, artist studios, instructional services/tutoring, dressmaking or small item repairs. It shall not include motor vehicle repair, beauty/barber shops (with more than one (1) chair), restaurants, animal hospitals/kennels, dance studios or similar commercial activities. Provided that the other requirements of this section are complied with, home occupations shall include, but shall not be limited to, the following uses: home offices, computer repair services, telecommunication services, artist studios, instructional services/tutoring, dressmaking, babysitting/babysitting services, or small item repair services. Uses that are restricted from being classified as home occupations shall include, but shall not be~~

limited to, the following uses: motor vehicle repair, beauty/barber shops (with more than one (1) customer at a time), restaurants, animal hospitals/kennels, retail sales, and dance studios.

- F. In the instance of a home occupation involving a nonresident employee, at least one (1) additional off-street parking place shall be provided.
- G. No home occupation shall create greater vehicular or pedestrian traffic than is otherwise normal for the district in which it is located.
- H. No home occupation shall create noise, dust, vibrations, smells, smoke, glare, electrical interference, fire hazard or any other hazard or nuisance to any greater or more frequent extent than that usually experienced in the district on residentially used zoning lots where no home occupation exists.
- I. ~~No advertising signs shall be displayed on the property. Any motor vehicle parked or stored on a regular basis in a visible location on the property shall not have commercial signage affixed exceeding a total of ten (10) square feet. Only one (1) such vehicle may be parked at any one (1) time.~~ Notwithstanding other regulations within this Chapter, signs are not permitted for home occupations, except that the Zoning Administrator may authorize a sign for the following circumstances.
 - 1. When the sign is located on an authorized business vehicle and does not exceed ten (10) square feet in size.
 - 2. When the sign is located within the C-1, C-2, C-3, I-1, I-2, or MCD Zoning District, subject to the following conditions.
 - a. Shall not exceed four (4) square feet in size.
 - b. Shall not exceed six (6) feet in height, if freestanding.

-----END

Editorial Notes: All language shown in highlight is proposed new text. All language shown in strikethrough is existing language that is proposed to be removed. Regular text shown is existing language with no changes proposed. Bulleted headings are only added as editorial notes for this document.

Drafted 10/16/2012 (JFC); modified after October PC Work Session (JFC); 1/29/13 (JFC) Drafted changes based on Town Council Work Session held on 1/22/13; 2/11/2013 (JFC) for Town Attorney's comments a 2/4/13 Meeting; 2/20/13 (JFC) editorial note changes for public hearing.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2013, upon the following recorded vote:

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

A public hearing on the above was held on _____, 2013 having been advertised in the Northern Virginia Daily on _____, 2013 and _____, 2013. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2013.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 11

Meeting Date: March 25, 2013

Agenda Item: COUNCIL APPROVAL – Discharge of Rainwater into the Town's Sewer System from Rappahannock-Shenandoah-Warren Regional Jail

Summary: Councilman Sayre requested that Council consider approval of discharge of rainwater into the Town's Sewer System from the Rappahannock-Shenandoah-Warren (RSW) Regional Jail. Approval of discharge of rainwater will require an Ordinance Amendment. If Council desires, direction should be provided to develop the Ordinance Amendment and advertise for public hearing. This item was postponed from the February 11, 2013 to the February 25, 2013 meeting.

Budget/Funding: None

Attachments: None

Meetings: Work Sessions held February 19 and March 4, 2013. Was placed on the February 11, 2013 and Postponed until the February 25, 2013 Meeting.

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: Council takes desired action

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance

Approved By: JB



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 12

Meeting Date: March 25, 2013

Agenda Item: COUNCIL APPROVAL – Town Visioning Contract for Services

Summary: Council is requested to consider approving a Contract for Services with Renaissance Planning Group for the Town Visioning Process in the amount of \$37,500.00.

Budget/Funding: 8101-30206 - \$20,00.00 (Comp Plan/Plan Study)
8101-R43002 - \$12,000.00 (Professional Services)
8101-43002 - \$5,500 (Professional Services)

Attachments: Contract for Services, Price quotation, Proposal Specifications, Scope of Services

Meetings: Work Session held March 18, 2013

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve the Contract for Services with Renaissance Planning Group for the Town Visioning Process in the amount of \$37,500.00

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JB

SAMPLE

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into this ____ day of _____, 20____, by and between THE TOWN OF FRONT ROYAL, VIRGINIA, a Municipal Corporation, whose address is 16 North Royal Avenue, Front Royal, Virginia 22630 (hereinafter referred to as the "Town"), and RENAISSANCE PLANNING GROUPE, IN ASSOCIATION WITH HERD PLANNING & DESIGN, LTD., a State of VIRGINIA Corporation, whose street address is 455 SECOND STREET, SUITE 300, CHARLOTTESVILLE, VA 22902, and whose mailing address is SAME, (hereinafter called the "Service Provider").

WITNESSETH:

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

IMPLEMENT A VISIONING EXERCISE, REPRESENTING PHASE 2 OF THE UPDATE OF THE COMPREHENSIVE PLANNING PROCESS

Comment (VG1): This clause should reference the agreed on scope of work in Attachment B.

1. Place of Service Performance/Delivery:

102 E. MAIN STREET
FRONT ROYAL, VA 22630

2. Time of Service Delivery:

AS REQUIRED BY THE TOWN OF FRONT ROYAL PLANNING DEPARTMENT

3. Term of Contract: This Contract shall be in effect for a term of SIX-SEVEN (67) months beginning FROM DATE OF CONTRACT, and continuing (if not otherwise terminated pursuant to the terms of this agreement) through ACCEPTANCE BY THE TOWN COUNCIL

Comment [VG2]: This is unclear. The clause that says that the contract is in effect until "acceptance by the Town Council" (acceptance of what – the final vision document?) seems to contradict the fixed term of seven months in the previous clause.

4. Payment: The Town shall pay to the Service Provider the sum of \$367,953500 for the services described in Attachment "A". The service Provider shall monthly furnish an invoice to the Town for services rendered that month. The Town shall forward a checkpayment to the Service Provider at the mailing address indicated above within thirty (30) days of the receipt of such invoice.

5. Reports: Service Provider shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.

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

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

8. Independent Contractor: Service Provider understands and agrees that the relationship of service provider to the Town arising out of this Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits

provided employees of the Town. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

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

The Town of Front Royal does not discriminate against faith-based organizations.

10. **Compliance with Federal Immigration Law:** The Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

11. **Compliance with State Law:** The Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

12. **Termination for Cause:** This Contract may be terminated by the Town upon fifteen (15) days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the Town's.

13. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

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

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

16. **Insurance:** Service Provider shall procure and maintain the general liability insurances shown below, with the Town named as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Service Provider is legally liable. The Service Provider shall deliver to the Town, upon execution of this Agreement, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project. Comprehensive General Liability Insurance, naming the Town as Additional Insured
Automobile Liability, naming the Town as Additional Insured
Worker's Compensation

Comment {VG3}: May need to check this out with our insurer.

17. **Amount of Insurance Required:**

Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident

Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage
Worker's Compensation - As required by the Commonwealth of Virginia

18. Indemnification:

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

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

20. Additional Terms and Conditions: The following attachments are made a part of this Contract and are incorporated herein:

- (1) Attachment "A" - Contractor's price quotation
- (2) Attachment "B" - Proposal specifications

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

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

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

(SEAL) TOWN OF FRONT ROYAL, VIRGINIA
Attest: _____ BY: _____
Type Name: _____ Type Name: Steven M. Burke
Title: _____ Title: Town Manager
Date: _____

(SEAL) SERVICE PROVIDER:
Attest: _____ Renaissance Planning Group
[Name of Contractor]
455 Second Street, Suite 300
Charlottesville, VA 22902

Type Name: _____ BY: _____
Title: _____ Type Name: _____
Title: President/Principal
Date: _____

Comment [JE4]: Principals are authorized to sign. Please let us know if the Town specifically requires a President to sign

APPROVED AS TO FORM:

DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: _____

ATTACHMENT B

PRICE QUOTATION

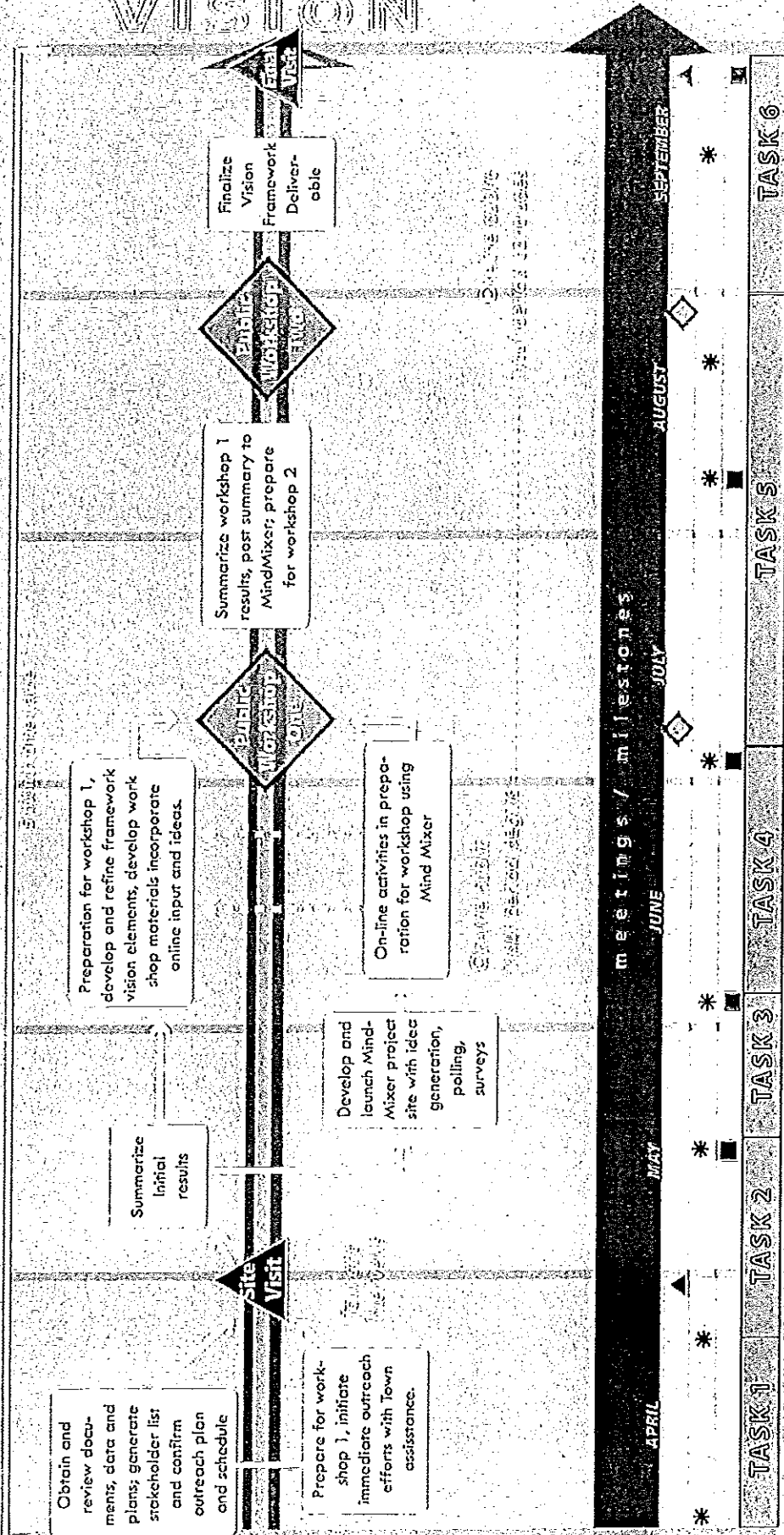
FRONT ROYAL TOWN VISIONING PROJECT

February 28, 2013

A price quotation is presented below that includes with one initial site visit and two public workshops. All workshops will be attended by two senior facilitators. The fee payment schedule is lump sum, by percentage completed per month.

Front Royal Visioning	BUDGET/SALES				SUBTOTAL		TEAM TOTALS
	Vlad Gavrilovic	Jason Espie	Planner/ Designer	Firm Subtotal	Milt Herd	Firm Subtotal	
Task 1 Project Initiation	0	10	24	34	6	6	40
Task 2 Project Communications Site Visit, Interviews	1	16	5	22	12	20	42
Task 3 MindMixer Development	0	6	32	38	2	2	40
Task 4 MindMixer Content/ Workshop Preparation	1	11	24	36	14	14	50
Task 5 Conduct Two Public Workshops	0	34	32	66	32	32	98
Task 6 Finalize and Present Town Vision	1	20	20	41	14	14	55
Hours Subtotal	3	97	137	237	80	80	317
Burdened Hourly Rate (Excl expenses)	\$ 186	\$ 116	\$ 90		\$ 120		
Labor Cost Subtotal	\$ 558	\$ 11,179	\$ 12,371	\$ 24,108	\$ 9,600	\$ 9,600	\$ 33,708
Direct Costs							
Mileage for two persons, for three site visits		Miles	\$0.55	\$ 204	\$182		
Meals and Incidentals				\$ 200	\$100		
MindMixer licensure (1200 set up, 200 per month @ 6)				\$ 2,200			
Plotting posters (30"x40")		12 Poster @	\$20	\$ 240			
Reproduction		4000 copies @	\$0.10	\$ 400			
Meeting supplies, Misc				\$ 267			
Direct Cost Subtotal				\$ 3,511		\$ 282	
TOTAL				\$ 27,619		\$ 9,882	\$ 37,500

FRONT ROWAL TOWN VISIONING PROJECT



▲ SITE VISIT
* PUBLIC WORKSHOP
◆ PUBLIC WORKSHOP
■ DELIVERABLE

Schedule as of 7-25-13. Timing and events to be adjusted as needed by project team.

ATTACHMENT B

PROPOSAL SPECIFICATIONS

SCOPE OF WORK - FRONT ROYAL TOWN VISIONING PROJECT

February 28, 2013

SCOPE OF SERVICES.....	2
Task 1 – Project Initiation.....	2
Task 2 – Project Communications, Initial Site Visit and Public Workshop 1.....	3
Task 3 – MindMixer and project Web 2.0 Outreach.....	4
Task 4 – Workshop preparation and materials.....	5
Task 5 – Public Workshops.....	5
Task 6 – Finalize Vision Framework and Present Town Vision Plan	6
SCHEDULE.....	7

SCOPE OF SERVICES

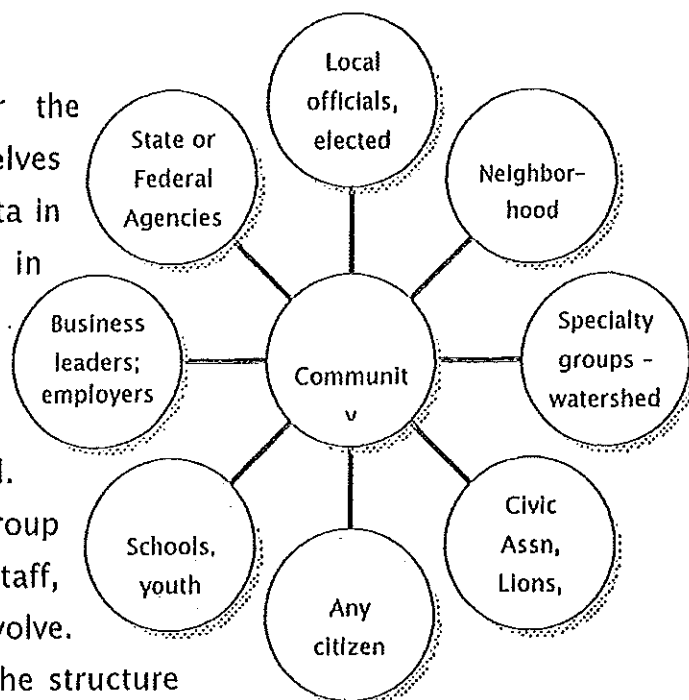
This scope is organized into tasks that have a logical flow that is illustrated in our schedule section. It is based on the scope submitted in response to the RFP, but incorporates the need to include another meeting as part of the process. The scope process adheres to a six month timeframe from initiation to presentation of the final Vision Framework report.

TASK 1 – PROJECT INITIATION

The purpose of this phase is for the consultant team to familiarize themselves with existing plans, documents and data in preparation the first public workshop in Task 2. A kickoff teleconference call at the very outset with the Project Team will be made and the purpose and background documentation discussed.

The Project Team is a small working group of the Consultant Team and Town staff, and any others the Town wishes to involve.

This is a coordination team to guide the structure and process of the Visioning but ideally is a close-knit working group of 5-8 +/- persons who will participate in on-going conference calls (see Task 2). The Town will provide the Consultants with any available documentation, plans, any available GIS data, or other relevant topics of discussion in this phase. The Consultants will review existing resources and other information that is included within the document prepared by the Technical Review Committee (TRC) of the Planning Commission, titled Preliminary Report of Existing Resources (September 2012). Also as part of this phase the Consultants will draft a public participation outline. This outline is essentially a more detailed process description for the visioning and will cover the list of activities and roles and responsibilities of the Consultant and the Town moving forward. This outline will become the playbook for



the process. In preparation for Task 2 and the initial site visit and interviews, the consultant team and Town staff will jointly build a stakeholder outreach list, and conduct initial outreach efforts such as email and website updates (Town). The consultants will advise the Town on ideal outreach methods and can assist with the development of materials such as flyers, a graphic logo, etc. The schedule for the project, including ideal dates for major events and milestones should be reviewed, during this task and refined in subsequent tasks.

TASK 2 – PROJECT COMMUNICATIONS, INITIAL SITE VISIT AND PUBLIC WORKSHOP 1

Renaissance is committed to maintaining constant contact with the Project Team through regular email updates and on-going conference calls or GoToMeeting with web screen sharing as needed. The RFP requests that the Consultant shall communicate all activities with the Town, and this task honors that need for ongoing communication. The schedule diagram has an icon to indicate these regular communications calls with the Project Team. There are three in-person site visits by Consultants to Front Royal, one towards for each public workshop, and a final one at the end of the project to present the vision framework product.

The primary focus of Task 2 is the site visit, initial stakeholder interviews and completion of an initial assessment. Stakeholder interviews are an opportunity for the consultants to hear directly from engaged and knowledgeable individuals about the primary issues, opportunities, or challenges. The results of these interviews is kept anonymous, but will be synthesized into information that will help frame the values, goals and ultimately influence the final vision. One-on-one, or small group, talking sessions provide opportunities for candid feedback that can help the Consultant team understand the context and issues. Ideal candidates to interview are those that are most engaged and have valuable knowledge of the community, and could be from any of the key stakeholder groups listed in the diagram above. It is understood that Town Staff would like help in identifying citizens interested in volunteering in the drafting process of the Comprehensive Plan, and this assistance will occur primarily in these tasks, but ultimately will continue throughout the process as it evolves.

During this site visit, the Consultants will work to understand and discuss specific priorities and preferences for future development and redevelopment in the Town of Front Royal and surrounding areas, including, but not limited to the Avtex Property, Front Royal Historic District, Urban Development Areas (UDAs), and the Town's Entrance Corridors (Rt. 55 & Rt. 340).

At the conclusion of Task 2 an "Understanding the Context" summary memo will be prepared that outlines the findings of the research, site visit, and interview process. The summary findings of this of Tasks 1 and 2 will be used in Task 3 to generate content and develop the MindMixer site in preparation for launch.

TASK 3 – MINDMIXER AND PROJECT WEB 2.0 OUTREACH

Renaissance is proposing the use of an innovative web-based, public engagement tool called MindMixer. We are confident this tool will address the stated RFP need to provide a variety of outreach opportunities. Task 3 is anticipated to help develop and customize the MindMixer site. Web based tools and social media sites will not replace the Importance of face-to-face meetings, but when utilized and structured meaningfully around a key public event, the tool can leverage and add great value to broaden the overall engagement experience. The web has become more sophisticated in just the past few years. With the increasing popularity of social media sites, the expectation on Improved and more Interactive web-based experiences has increased. People want opportunities to share, comment, link and provide feedback.

MindMixer offers such a platform and Renaissance is experienced in using MindMixer. On the back end, MindMixer administrators have access to information about users of the site that make analysis and understanding input provided more robust. Some standard tools that MindMixer has are surveys, idea polling, voting (or seconding) ideas, and identifying community assets (marking on Google maps). These tools can be customized to a processes needs and goals. The Other Materials section contains some additional information on the MindMixer platform.

This task will work to set up and create the MindMixer site so that it can be used to generate ideas, identify core community values and obtain survey information in advance of the primary public event that is the Vision Workshop (one of two public workshops scheduled). The site will be developed and launched prior to the first

public visioning workshop. The MindMixer site will be customized based on input from the first workshop. The MindMixer site will provide a public venue for input so that we don't enter the workshop cold but have had some time to generate ideas, values, and elements of the vision prior to the workshop. It is understood that not everyone uses the web. Conversely, not everyone attends public meetings either so providing opportunities for meaningful interaction both in person and virtually are more important than ever in today's busy world where there is a lot of competition for our time and attention. Creating the site content will require a team effort and input from the Town staff and elected officials. Typically the Mayor or lead elected official will introduce the project via a short YouTube video that is posted on the site. Renaissance will assist the Town in producing this video, will contract with MindMixer to set up the site and craft it so it supports the vision workshop and process. The deliverable of this Task is the public launch of the MindMixer site. An internal conference call with the project team will be time to review and make any final modifications to the site prior to the public launch. The launch will conclude Task 3 and start Task 4, the preparation for the final workshop.

TASK 4 – WORKSHOP PREPARATION AND MATERIALS

The Consultant team will work during this task to a) oversee and learn from on-going MindMixer interactions, and b) prepare workshop materials, agenda and exercises for the second public workshop. The Consultants will work closely with the project team to monitor and encourage online participation and progress, and to interpret and utilize input received into the design of the workshop agenda and exercises. The deliverables for this phase are the products to be used for the workshop, including an agenda, a workshop presentation that summarizes key issues from the first public workshop, and a summary of MindMixer inputs to date.

TASK 5 – PUBLIC WORKSHOPS

This task focuses around the coordination and facilitation of the projects two public workshops. These events are primary public, in person events of the Visioning effort. The first workshop would be a 3-4 hour event. The second could be an open house format, which could be 2-3 hours in time frame. Both final workshops could be timed to either be an evening (afterwork) meeting, or a half day on a weekend morning. The

exact agenda and detailed exercises for this workshop will need to be developed and agreed upon during the process itself, but attention will be paid to structure the sessions so they maximize opportunities for dialog and input. Attention will be paid to sessions that help to identify specific and general priorities, recommendations and conclusions that are based on those values, needs, goals and aspirations.

At workshop one, the key values, issues and opportunities generated during the MindMixer effort will be presented and will be used as a springboard for working on a final vision statement and framework. Activities will be designed to allow for the exchange and refinement of ideas, and consensus building for the vision framework.

Workshop two, the second public event, could take a different tone – one that is geared more towards an open house style. An open house format typically allows people to come at anytime during a period (typically 2–3 hour timeframe), and where people can come and review the results of previous workshops. The open house format is one option. If the project team decides that this second meeting needs to follow a similar format, with more follow on ‘hand on’ exercises like the first, then the agenda can be adjusted as needed. The important aspect of this workshop is that it builds on all efforts to date and helps review and finalize the vision and its elements.

The Consultants will provide the lead facilitation for the both events. Town staff will be expected to assist with some of the small group facilitation exercises, under the guidance of the Consultant lead facilitators. The primary deliverable for this task is a quick summary and synthesis of the first workshop results, which will be assembled for final review at the second workshop at the end of Task 5. Thus the primary deliverable for Task 5 will come mid-task. The work of incorporating any input from the workshops into a final vision framework document will occur in Task 6.

TASK 6 – FINALIZE VISION FRAMEWORK AND PRESENT TOWN VISION PLAN

The consultants will work during this last task to prepare and edit as necessary, a final report into a Vision Framework document. The Vision Framework will contain a summary of key issues and findings from data and information collected and reviewed earlier. The Vision Framework will contain descriptive text, and shall include visual sources of information, such as, but not limited to, concept plans, design

details, artistic renderings, illustrations, charts, and graphs produced in other documents or as part of the vision process materials generation in earlier tasks.

At the conclusion of this phase the consultant will make a site visit to present the final report to the Planning Commission and Town Council. It is understood from the RFP that the Town staff may desire additional services related to reviewing and updating the Town's Comprehensive Plan may be sought after the completion of the visioning exercise. The price proposal has allotted a final four hours of time following the final presentation to assist Town staff in an advisory role to help assimilate the vision products into the Comprehensive Plan update effort. If more substantial time investments are needed beyond this, the Consultant team would be pleased to provide additional services as part of additional Task orders, to assist the Town as they require.

SCHEDULE

A schedule illustrating the process as described in the Scope of Work is presented on the following page, based on our understanding of the Request for Proposal. It is designed to meet a six month schedule with an anticipated start date of April 2013. If necessary the schedule can be expanded or compressed to allow for flexibility of scheduling over the summer months.