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 # 02A

Meeting Date: June 12, 2023

Agenda Item: PRESENTATION – Revitalization of Former Youth Center by Samantha Barber from *Reaching Out NOW*

Summary: Mayor Cockrell asked that Samantha Barber from *Reaching Out NOW* attend tonight's work session to present information to Town Council about revitalizing the former Raymond E. Santmyers Youth Center into a Student Union. It has been requested that the Town provide financial support to assist in getting the project up and running. Attached are the Vision/Mission of the Project and information pertaining to the organization *Reaching out NOW.*

Budget/Funding: none at this time

Staff Recommendation: Information presentation only

To the elected supervisors of Warren County / Front Royal Town Council

Our Short-Term Mission:

To revive and energize our commitment to students from 8th -12 grade in our community by providing a safe environment to meet and spend time together that will help contribute to their leadership development and spiritually grounding, while also providing the skills to be future leaders in business, our community, our state, our nation and across the globe.

History

Over 40 years ago, The Front Royal government built the first Youth Center for all the County youth. I was a product of the center that helped me build my character and gain a working knowledge of running an organization. The youth center was a place that offered the kids the opportunity to be themselves while learning how to work together as a team.

In 1997 the Town gave the center along with the Bing Crosby property to the County as part of eliminating a double taxing situation of having all parks and recreation services controlled by the county.

Somewhere between that time and now, the center was shut down and the county used the facility for other purposes.

Warren County Front Royal
Youth Center
(Dedication Plaque)

This building is dedicated to you, the youth the youth of Warren County and Front Royal, Virginia. May the time you spend here contribute to your development, spiritually, patriotically.

Dedicated
March 3,1967

Currently

The County has vacated the building, and it is empty. The timing is perfect for resurrecting this facility as the Front Royal /Warren County Student Union in offering a safe place for our kids to grow. This is a great opportunity for the community and both governments to show that working together on a community project can create goodwill between the governments, its citizens and is good for the community. A working collaboration of organizations is in the process of coming together in moving this opportunity forward. The community organizations that we have spoken with are very supportive because of the great need that everybody sees to provide a space for our students.

Vision for The Front Royal /Warren County Student Union and Leadership Center

To be a beacon of light. A source of safety for the youth in our community. A space where dreams are ignited, and passion fueled. A place where children are equipped to reach their God-given potential.

We are dedicated and committed to serving the needs of youth in our community through a holistic approach – One heart at a time, touching lives one person at a time.

The Student Union Center will be of multi-purpose use. A place of social gathering and a hub that offers needed services for students in the school community- tutoring, leadership workshops, mentorship and internship opportunities.

The Student Union Center will have a governing board comprised of youth in our community who are currently in 8th through 12th grade. Students will run the day-to-day operations of Center; they will conduct a monthly board meeting with Reaching Out Now Inc's Board of Directors.

Who will run the Student Union?

Samantha N. Barber
Founder, President, Reaching Out Now, Inc.
Cell: 202-997-4701
Office: 540-692-6691
sbarber@reachingoutnow.org

Organization Mission

Reaching Out Now encourages under-resourced youth to be the best version of themselves with preparedness to face the world with hope, purpose, and optimism.
We serve students and their families needing support in the school system through engaged community partners and a volunteer network. Our programs provide opportunities and new experiences for all involved to reach their full potential.
We serve by implementing mentoring and community support programs. Our program promotes leadership growth and challenges students and families we serve, to rise above life's experiences to become their best selves and provide unique opportunities for all volunteers to give to give back.

Vision

We will challenge those we serve to make confident decisions that will set them on a path to build the bridge leading them to a successful future.

Tagline

Your True Potential Within Reach

Goals

Build the foundation for excitement and the desire for students to participate in the activities provided to them at the Student Union over the next two years.

Allow Reaching Out Now to be in a self-funding financial situation to negotiate with the county to purchase the Youth Center facility and not rely on governmental support after the two years.

Milestones to success

We are working on the financial requirements that will be based on a 2-year commitment. This is in the process of preparation to present to both the Town and County government. Target completion is by May 20th

Working with the founder and president Samantha Barber of (not for profit organization) Reaching Out Now would bring her team to run the Youth Center and provide other community youth activities. Reaching Out Now Board approval required. (completed)

Working with Reaching Out Now on a projected 2-year budget and outline student activities throughout the year. (Completed by May 20th)

Critical to success is the setting up of student focus groups to obtain their input on what they would like to see integrated in the center and the activities that would be attractive to student attendance. We have been offered the services of a top focus group executive that has offered to run a session for groups of students, teachers, and interested parents over several days in May before the school year ends for summer break. The planning started with conversations with Dr. Ballenger and the high school and middle school principals. We are creating a list of questions that will be asked to the students during the focus group discussions with Dr Ballenger. This will allow him to send permission slips to the parents for the students to attend the group. (Questions will be sent by 4/20)
Dr Ballenger had a great suggestion to have the student government officers from each of the classes from 8th to 12th grades come to the focus groups for their input.

We will have some incentive gifts to come as thank you for their participation, e.g., Movie passes

A list of community stakeholders has been created, and in those contacts that have been made we see broad community support. (Ongoing)

We aim to have this completed and approved before the start of the fall school year and before the local election campaigning starts in Sept.

High View Budget outline

Projected 2-year nonpartisan financial budget commitment from both the County and Town elected leadership.

Warren County will commit to support the center in providing the following services:

- Cover the rent of the currently empty former Youth center building. Estimated value of $2700/month x 12 = $32,400
- Cover general building maintenance $500/m x 12 =$6,000/Year
- Cover Utilities $1,000/m x 12 = $12,000/Year
- County In-kind contribution $50,000/year

The Town of Front Royal will commit to support the center in providing the following services:

- Cover the cost of one paid adult aid to cover 6 evening/week x 4 hours/evening x $20/hour x 50 weeks = $24,960
- The part-time employees will be in addition to parent /volunteer help.
- Cover the furniture, electronics, gaming (pool and Ping-Pong tables, etc.)
- Cover cost to retrofit the open area into a coffee campus environment run by the students.
- Total cost $25,000/year for aids support
- Total cost $50,000/year for 2 years

REACHING OUT NOW, INC.

- Reaching Out Now, Inc. was founded and established in 2008 as a 501 (c) (3) in Charles County, Maryland
- Reestablished here in the Shenandoah Valley in February of 2019.

LEAD PARTNERSHIPS

- Shenandoah University
- Warren County Public Schools
- Life Leadership 360 Program
- Navy Federal Credit Union
- Rotary Club of Warren County
- Top of Virginia Regional Chamber
- Retired Teachers Association
- Elks Lodge
- Warren Coalition
- Virginia Hills Church
- New Hope Bible Church
- First Baptist Church
- Blue Ridge Hospice
- Blue Ridge Area Food Bank
- Warren County Department of Social Services

REACHING OUT NOW - PROGRAMS

YES Leadership Program

The Youth Empowered for Success (YES) Leadership Program is dedicated to developing middle and high school age youth into leaders of tomorrow. The leadership program will provide workshops in the areas of character development including leadership skills, workforce readiness, drug and education awareness, communication, financial and academic literacy, and community engagement. Upon high school graduation, the students will continue in mentorship opportunities as graduates of the program.

Framework of Curriculum

Workforce Readiness and Academic Literacy (WR & AL) • College Aspirations • Trade School Aspirations • Academic Planning and Career Readiness • Enrichment and Extracurricular Engagement • College and Career Exploration and Selection Processes • College and Career Assessments • College Affordability Planning • College and Career Admission Processes • The transition from High School Graduation to College Enrollment *NOSCA: 8 Components of College and Career Readiness	**Community Leadership (CL)** • Values, Culture, and Will • Building Community Relationships • Developing Resources • Developing Understanding of the Processes Leading to Community Improvement • Strategically Planning and Acting Out On Community Leadership Opportunities *Council on Foundations
Financial Literacy (FL) • Managing Money • Buying on Credit • Expenses, vs. Income • Managing a Bank Account • Student Loans and Federal Pell Grants **Tutoring and academic support are options through volunteer availability.**	**Character Development (CD)** • Analyzing Ethical Dilemmas • Drug Education and Awareness • Quote Exercises • Character Movies • Current Events • Expository Writing Assignments • Importance of education • Showing respect for authority • Building positive reputations • Developing personal values • Handling peer pressure • Managing anger and aggression *Character Development and Leadership Curriculum

YES Leadership Conference
The YES Conference is an extension of Reaching Out Now's Leadership program available to students across the Shenandoah Valley and held in conjunction with Shenandoah University. Our intent is to provide an opportunity for students from across the region to find skills and resources they may use to succeed in their personal lives, academics and professional careers

Linda Kroll Community Meals Program
The Linda Kroll Community Meal program is a transitional program from the Giving to Give Back Family Initiative that offered meal support to families during the COVID-19 pandemic. The Linda Kroll Community Meal Program is a supplemental meals program in partnership with our local schools and the community In Warren County. This program provides additional support to families in our school system by inviting families to join us for a sit-down dinner once a month at one of our local schools. All families with children in the school system are welcome to attend.

Education and Family Outreach Program
The Reaching Out Now Educational and Family Outreach Program will work collaboratively with the public school system to develop new initiatives and empower students to recognize that their true potential extends beyond the classroom. We host a series of events throughout the school year that is tailored to support students, their families and teachers including but not limited to:
- Safe at Home Community Day at the BING Baseball Stadium
- Junior/Senior Planning Night
- Teacher Appreciation events
- Empowerment Day & Educational Roundtable.

Each of these events will have a central focus of empowering our students through partnership with the schools and the community.

PAST SUCCESSES

- 2022 was our second YES Leadership Conference featuring speakers from all over the country with sessions on: the dos and don'ts of social media (presented by SU Assistant Director of Student Success and alumni), advocating with tact (Zana Williams), Do Better – Be Better (Ryan Munsey), how to find your path (hosted by admissions counselors from Shenandoah University), and embracing hope and community (Brandan Thomas of Winchester Rescue Mission). We had 32 students from across the valley attend.
- 2022 held our first Safe At Home Community Day, with proceeds providing funding for the Harlee Anne Hire Scholarship and the Logan Maiatico Foundation. We had a perfect evening of baseball at Bing Crosby Stadium, with over 500 people in attendance.
- The Linda Kroll Meal Program, in its initial form, ran for three years. During its final year, we supported 130 families with 300 children. We also reached a major milestone of serving over 75,000 meals.

- The Giving to Give Back Food Initiative brought together the Warren County Community during the COVID-19 Pandemic. Over the three-month period when the County and State were shut down, we supported 65 families with 181 children - delivering over 9,874 meals. Our volunteers drove to 16 locations, with mileage totaling over 740 miles weekly.
- Girl of Destiny Leadership Program- 18 students from Skyline Middle School enrolled in the program. 14 students completed the program and participated in 16 workshops led by business professionals.
- Students also received community service hours for service projects.
- Teacher Appreciation Breakfast & Teacher Appreciation Week 2020 – Skyline Middle School. Served 75 teachers and staff.
- Career Day- 2020 Passport to Success- 20 business professionals from the 16 clusters - 640 students participated at Skyline Middle School.
- Holiday Cheer & Giving 2019- 40 community supporters attended the event hosted by Shaffer's BBQ in Middletown, VA. The program was able to support 25 families for the 29 holidays at Skyline Middle School.
- 2020 - supported 3 local schools by donating checks in the amount of 1500.00 to support families for the Holiday Season. Nominated for best non-profit organization in Front Royal, VA.
- 2020 Community Foundation of Charles County non-profit organization of the year
- 2010 Charles County Chamber of Commerce non-profit organization of the year 2011

Focus Groups (1)

May 2023 focus group results (first round)

Teachers (middle and high school)

ISSUES

- Readjusting from Covid
- Instant gratification attitude of the students
- Lack of self-regulation
- Property respect
- Mixed message from authorities
- Consistent consequences
- Not in charge of anything
- Poor executive functioning skills
- Lack of consistent volunteers
- Lack of programs showcasing positive roles models
- Early intervention
- 6th graders need role models.
- Lack of respect
- Personal hygiene
- Sexual activity early (Mentoring)
- Need to break social cycles.
- Lack of social skills
- Bored
- Transportation
- Drug/Vaping programs
- Peer acceptance
- Critical for student buy in
- Too many rules
- 40% kids raised by grandparents.
- Trust issues
- Poor family structure of support
- Kids caring for siblings.
- Food/basic needs
- Ranges of age mentoring
- Tutoring for studies and time management

ROAD TO SUCCESS

- Drop in environment.
- Able to choose activities.

Focus Groups (2)

- Positive adult relationships
- Safe place
- Shared common interest.
- Gaming room
- Movie nights
- Input of requested interest
- Board games
- Dances /DJ's/ live music
- Best Tik Toc video
- Social media zone
- Positive reinforcement zone
- Help study corner.
- Student driven management
- Food/drink availability

Moms (single, Grandmothers, aunts, married)

ISSUES

- Interaction between ages (8-12th)
- Safety
- Supervision
- Transportation
- Affect created from social media influence
- Drugs/vaping
- Keep Union from becoming drug distribution location.
- Lack of mentors
- Mental health support
- Lack of social skills
- Lack of self confidence
- Acting like an adult
- Racism
- Poor family structure
- Constant punishment
- Sex education
- Lack of creative opportunities
- Inconstant consequences
- Financial insecurities
- Food insecurities
- Why should I attend? (PR Launching program)
- Weather

Focus Groups (3)

- Law enforcement interface and involvement
- Accountability and responsibility for the students

SOLUTIONS

1. Check in /check out system.
1. Camera surveillance inside/outside
2. Vape sensors
3. Rules of conduct and consequences
4. Positive re-enforcement

2/3 Adult and student mentoring programs

5. Movie night/discussions afterward
6. Creative opportunities

3 Let them play/food /drink availability at reduced prices

3 Give them responsibilities at the centers.

3. Provide an environment for both introverts and extraverts.

3 Weekly programs on many interesting topics

4 Sibling/family night

7. Phone availability for calls to be picked up.

Takeaways.

Our community is in desperate need of a place for our students to "hang out". They need a safe place that they can feel comfortable to be themselves" and learn to interface with their peers.
They need a place where they can have influence on and input to learn about the subjects that they have interest in becoming involved. They need a place where everybody is respected for their uniqueness. They need a place where good manners, honesty, integrity, are appreciated. They need a place where they can start to learn how to manage an organization and take that responsibility for its success. They are looking for a place they can call their own. We are the conduit to support and facilitate their needs.

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.

COPY

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

COPY

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.

COPY

25. STATE LAW TO APPLY

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

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

Blue Line Solutions, LLC.

_____

By: _____

Front Royal
Commonwealth of Virginia

_____
Authorized Signature (*Municipality*)

Approved and authorized this _____day of _____, 2023.

Front Royal
Commonwealth of Virginia

_____
Authorized Signature (*Municipality*)

Approved and authorized this _____day of _____, 2023.

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Exhibit A

BLS Obligations and Scope of Work

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

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

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

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

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

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

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

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

a. Total number of Violation events.

b. Total number of actionable Violation events.

c. Total number of Notices of Liability issued.

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d. Total number of Notices of Liability paid.

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

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

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

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

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

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

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Exhibit B

Municipality Obligations and Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit C

Virginia Service Fees

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

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

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2. Mail Center Support

3. Web Payment Support

vi. Court Liaison Services

1. Evidential case information on each contested summons

2. Assistance with establishment of court process

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

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

3. Additional Warning Periods

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

4. Additional & Special Reporting Requests

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

5. Violation Information Sheet

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

6. Fees Charged to Violators

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

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

7. Pricing Alteration

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

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Initial of Authorized Signature _____

Exhibit D

Number and Locations of ASE and MPL System Equipment

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

2. Radar Feedback Signs

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

3. Automated License Plate Recognition (ALPR) Cameras

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

4. Expert Witness

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

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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.

COPY

Agreed to this date: _____

_____ _____

Authorized Signature *(Municipality)* Date

_____ _____

Signature Date

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

Attachment A

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

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

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

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

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

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

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

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TRUEBLUE SPEED ENFORCEMENT | SCHOOL ZONE

Initial of Authorized Signature _____

Regular Work Session Agenda Statement

Item # 03A

Meeting Date: June 12, 2023

Agenda Item: Update from NVR-Saddle Crest for a Rezoning Application Amendment of the Town Zoning Map to Reclassify Approximately 43.9 acres from Estate Residential District R-E to Residential District R1A

Summary: This agenda item is for a rezoning application amendment of the Zoning Map of the Town of Front Royal to reclassify approximately 43.9 acres identified as Tax Map #20A221-3A from Estate Residential District R-E to Residential District R1A. The applicant has submitted a revised set of proffers and a second concept plan for Council to review. The applicant wishes to have an alternative plan approved if they are not able to finalize an agreement to dedicate right of way access to NVR.

Council had a work session on April 10, 2023, and as a response to feedback from that meeting the Applicant has made adjustments to the Proffers and Concept Plan.

The Ordinance identifies the R-E Residential District as composed of quiet, very low-density residential areas, on estate-sized lots (1 du/acre) connected to public water and sewer with the R1-A Residential District as being designed to accommodate single-family residential development of a medium density on smaller individual lots.

The stated purpose of the rezoning request is to allow for the construction of a 128-lot subdivision.

Proffers and a concept plan have been submitted for the site. It should be noted that proffers take a credit for by-right housing. The applicant has chosen to remove cash proffers in exchange for construction of a portion of the East-West Connector, and the reservation of 5.5 acres for extension of the LRP flyover if it is ever deemed necessary. The concept plan shows the construction of walking trails and park areas which will be maintained by an HOA.

Budget/Funding: None

Staff Recommendation: Staff recommends approval of this application and to schedule a public hearing.

- The Applicant is proposing to begin construction of two lanes of the East-West Connector
    - The Applicant will need Council to approve a dedication Plat for the utilization of this land for public ROW purposes.
- The traffic study performed by Kittleson Engineering demonstrates no need for right-of-way improvements because of this development.
- The Comprehensive Plan envisions this area of Town developed as residential land.
    - Urban Growth Area designation

THOMAS MOORE LAWSON, P.C.

***OF COUNSEL - WILLIAMS MULLEN**

120 EXETER DRIVE, SUITE 200
POST OFFICE BOX 2740
WINCHESTER, VA 22604
TELEPHONE: (540) 665-0050
FACSIMILE: (540) 722-4051

***THOMAS MOORE LAWSON • TLAWSON@LSPLC.COM**

May 25, 2023

Lauren Kopishke, Director of Planning & Zoning/Zoning Administrator
Town of Front Royal, Virginia
102 E. Main Stret
Front Royal, VA 22630

Re: Saddle Crest
Our File No. 1474.002

VIA E-MAIL

Dear Ms. Kopishke:

Enclosed please find a revised Concept Plan and Proffer Statement in redline and clean format for the Town Council's consideration at either the June 5, 2023 or June 12, 2023 work session.

Thank you for your continued assistance and cooperation. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Thomas Moore Lawson

TML:jk
Enclosures
cc: NVR, Inc.

PROFFER STATEMENT

REZONING:	RZ# 2200385 Estate Residential District (R-E) to Residential District (R-1A)
PROPERTY:	44.183 Acres +/-; Tax Map Parcel 20A221-3A (the "Property")
RECORD OWNERS:	Thomas H. Sayre and Carla A. Sayre (collectively "Owner")
APPLICANT:	NVR, INC. ("Applicant")
ORIGINAL DATE OF PROFFERS:	September 14, 2022
REVISION DATE(S):	December 28, 2022; March 6, 2023; April 27, 2023; May 25, 2023

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The undersigned Owner hereby proffers that the use and development of the above-referenced parcel, which is requested to be rezoned, shall be in substantial conformance with the following conditions, which shall supersede all other proffers on the Property that may have been made prior hereto. In the event that the above-referenced R-1A conditional rezoning is not granted as applied for by the Owner, these proffers shall be deemed withdrawn and shall be null and void. Further, these proffers are contingent upon final rezoning of the Property with "final rezoning" defined as that rezoning which is in effect on the day following the last day upon which the Town Council of the Town of Front Royal, Virginia (the "Town Council") decision granting the rezoning may be contested in the appropriate court. If the Town Council's decision is contested, and the Owner elects not to submit development plans until such contest is resolved, the term rezoning shall include the day following entry of a final court order affirming the decision of the Town Council which has not been appealed, or, if appealed, the day following which the decision has been affirmed on appeal.

The headings of the proffers set forth below have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of the proffers. The improvements proffered herein shall be provided at the time of development of that portion of the Property adjacent to or including the improvement or other proffered requirement, unless otherwise specified herein. Any proffered conditions that would prevent the Owner from conforming with State and/or Federal regulations shall be considered null and void. The term "Owner" as referenced herein shall include within its meaning all future owners and successors in interest.

1. Land Use

1.1 The Property shall be developed as a residential single-family detached community.

1.2 The number of homes constructed on this Property shall not exceed 130 single family detached units.

2. Site Development

2.1 Applicant shall develop the Property in conformance with the Saddle Crest Concept Plan dated May 23, 2023 ~~April 26, 2023~~ ("Concept Plan") to include walking trails, which is attached hereto and incorporated herein by reference as "Exhibit A."

2.2 Applicant shall incorporate a mixture of vegetative screening/existing vegetation, where appropriate fencing, other appropriate barriers, and open space on the Property's shared boundary with the Norfolk Southern railroad line to minimize the impacts of the railroad to the future residents of the Property. Applicant proffers to submit a detailed plan as part of the subdivision approval process with the Town of Front Royal. Said planting scheme shall include where appropriate native species to promote plant longevity.

2.3 The Property shall be served by public water and sewer which shall be installed by the Applicant and dedicated to the Town of Front Royal, Virginia (the "Town"). Applicant shall be responsible for the cost of construction of the aforementioned public water and sewer.

2.4.1 The open space areas labeled as "Reservation" shall be available for dedication to the Town for the construction of the extension of Leach Run Parkway at such time as funding is available for said construction. At such time and after a demand is made in writing by the Town for the dedication of the land for Leach Run Parkway, the Property shall be dedicated within 30 days by the owner which is anticipated to be the future homeowners' association for the subdivision. At all times before the aforementioned dedication, the Property will be held in title by the Applicant and then the future homeowners' association for the subdivision and maintained for trails and recreational uses for the benefit of the residents of Saddle Crest.

2.5 Applicant shall install appropriate storm water management facilities on the Property including a storm water retention pond. The pond shall be located in the open space which shall be conveyed to the future homeowners' association for the subdivision. The homeowners' association shall be responsible for the maintenance of the pond. Applicant shall be responsible for the cost of construction of the aforementioned facilities.

2.6 A portion of the Property shall be reserved as open space. Such open space shall be conveyed to and maintained by the future homeowners' association for the subdivision constructed on the Property.

2.7 Applicant may install one or more entrance features on the open spaces depicted on ~~Exhibit A~~the attached and incorporated Concept Plan, which are adjacent to Shenandoah Shores Road and also adjacent to the East-West Connector, all at the discretion of the Applicant. Once installed, the entrances features(s) shall be maintained by the future homeowners' association for the subdivision.

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2.8 The Layout Plan on Sheet 4 of the attached and incorporated Concept Plan provides for the installation of a two-lane road in the area dedicated for the East-West Connector drainage improvements along with a twenty foot (20') emergency access gravel driveway as depicted on the attached and incorporated Concept Plan. The aforementioned construction shall occur provided the portion of the East-West Connector has been dedicated by the owner of said real property prior to the approval of this proffered rezoning.

2.9 In the event the above-referenced dedication in the alignment of the East-West Connector has not been executed, recorded and delivered by the owner of said real property prior to the approval of this proffered rezoning then the Applicant proffers to construct an entrance as depicted on Layout B on Sheet 5 of the attached and incorporated Concept Plan to provide vehicular access to Shenandoah Shores Road. The connection and road shall be in substantial conformity with Layout B and the Layout Plan referenced in Proffer 2.8 above shall be void and of no effect.

i. Further, in the event the road connection is installed pursuant to this Section 2.9 then the Applicant does voluntarily proffer to make a payment of $3,551.25 to the Town at the time of the issuance of each Certificate of Occupancy for each single-family detached residence. Said funds shall be used to address public school and/or transportation needs, all at the discretion of the Town of Front Royal.

3. Transportation

3.1 The roads within the subdivision on the Property shall be public, constructed to Town or VDOT standards, as appropriate, dedicated to the Town and maintained by the Town. Applicant shall be responsible for the cost of construction of the aforementioned roads and other public features, including, but not limited to, sidewalks.

4. Homeowners' Association

4.1 Applicant shall create a homeowners' association to maintain the open space areas of the Property, entrances feature(s) and the storm water management pond constructed on the Property.

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[remainder of page intentionally left blank]

Respectfully submitted,

OWNER:

_____
THOMAS HALL SAYRE

STATE/COMMONWEALTH OF _____, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by THOMAS HALL SAYRE.

_____
NOTARY PUBLIC

My commission expires: _____
Registration number: _____

_____
CARLA A. SAYRE

STATE/COMMONWEALTH OF _____, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by CARLA A. SAYRE.

_____
NOTARY PUBLIC

My commission expires: _____
Registration number: _____

DRAFT

SADDLE CREST

CONCEPT PLAN

FRONT ROYAL, VIRGINIA

GENERAL NOTES

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH ALL IMPROVEMENTS THEREON AND ALL APPURTENANCES THERETO BELONGING, LOCATED AND BEING IN THE TOWN OF FRONT ROYAL, COUNTY OF WARREN, COMMONWEALTH OF VIRGINIA, AND BEING DESIGNATED AS FOLLOWS:

PARCEL 3A – PID 20A221–3A: 44.183 ACRES, MORE OR LESS, AS THE SAME IS SET FORTH ON PLAT ENTITLED "PLAT SHOWING DIVISION OF THE LAND OF R. ALTON MORRISON" ATTACHED TO DEED DATED APRIL 26, 1999, RECORDED AS INSTRUMENT NUMBER 990002893, AS CORRECTED IN INSTRUMENT NUMBER 990003204, AS FURTHER CORRECTED IN INSTRUMENT NUMBER 990007978, AMONG THE LAND RECORDS OF WARREN COUNTY, VIRGINIA, AND TO WHICH REFERENCES ARE HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREBY CONVEYED.

2. BOUNDARY AND NORTH MERIDIAN INFORMATION SHOWN HEREON IS BASED ON EXISTING LAND RECORDS OF WARREN COUNTY, VIRGINIA AND FIELD SURVEY PERFORMED BY MORRIS & RITCHIE ASSOCIATES INC. ON JUNE 8, 2022. BEARING AND/OR DISTANCES MAY VARY FROM RECORD AND ARE SHOWN AS SURVEYED.

3. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X – AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOODPLAIN – BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY–PANEL NUMBERS 51187C0117C, 51187C0116C DATED JUNE 3, 2008.

4. ALL EASEMENTS AND RIGHTS–OF–WAY APPARENT FROM A CAREFUL PHYSICAL INSPECTION OF THE SURVEYED PROPERTY, OR AS IDENTIFIED IN SCHEDULE B – PART II ARE CORRECTLY SHOWN UNLESS OTHERWISE NOTED.

5. NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WERE OBSERVED.

6. NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WAS OBSERVED.

7. NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AND NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED.

8. THERE ARE NO OBSERVED PARTY WALLS.

9. NO EVIDENCE OF BURIAL GROUND OR CEMETERIES.

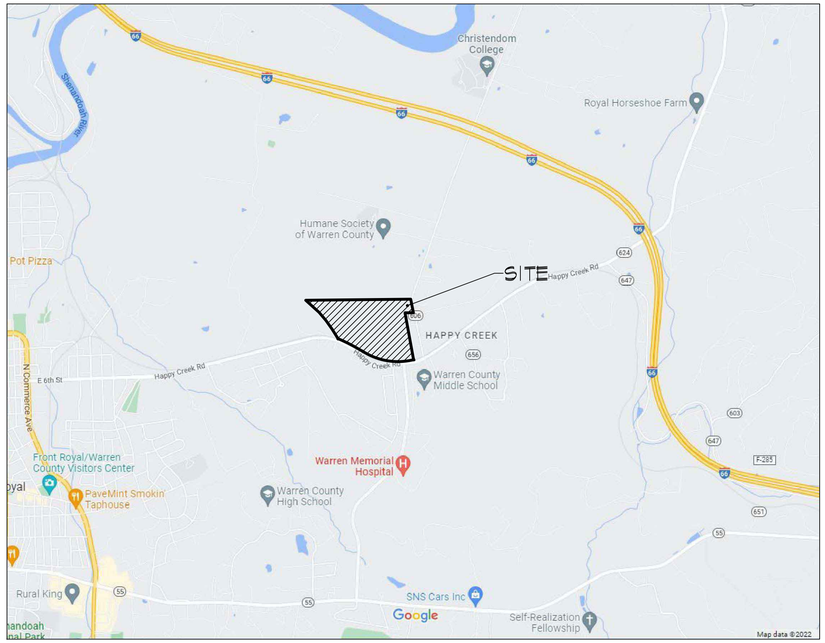
10. WATERS OF THE U.S. (INCLUDING WETLANDS) DELINEATION SHOWN HEREON HAS BEEN PREPARED BY WETLANDS STUDIES AND SOLUTIONS, INC DATED: 5/11/22

11. TOPOGRAPHIC INFORMATION SHOWN BASED ON A FIELD SURVEY PERFORMED BY MORRIS & RITCHIE ASSOCIATES, INC. IN JUNE 8, 2022.

12. THE PROPERTY HAS DIRECT ACCESS TO TO SHENANDOAH SHORES ROAD, STATE ROUTE 606, A PUBLIC RIGHT–OF–WAY.

13. THE UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED ON MARKING BY MISS UTILITY 811. NO ADDITIONAL INVESTIGATION OF UNDERGROUND UTILITIES WAS PERFORMED PURSUANT TO THE CONTRACTED SCOPE OF WORK.

14. THIS CONCEPT PLAN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND DESIGN.



VICINITY MAP
SCALE: 1"=2000'

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	NOTES & DETAILS
3	EXISTING CONDITIONS
4	LAYOUT PLAN
5	LAYOUT PLAN – B
6	ILLUSTRATIVE PLAN

APPLICANT
MR. RICHARD LANHAM
NVR, INC.
3926 PENDER DRIVE, SUITE 200
FAIRFAX, VA 22030

OWNERS
SAYRE THOMAS HALL ET
835 SHENANDOAH SHORES RD
FRONT ROYAL, VA 22630

PREPARED BY
MORRIS & RITCHIE ASSOCIATES, INC.
604 SOUTH KING STREET, SUITE 200
LEESBURG, VIRGINIA 20175
CONTACT: TODD HECK

DATE	REVISIONS
12/23/2022	REVISED PER FRONT ROYAL AND CLIENT COMMENTS
04/26/2023	REVISED PER FRONT ROYAL AND CLIENT COMMENTS
05/23/2023	REVISED PER FRONT ROYAL AND CLIENT COMMENTS

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
604 SOUTH KING STREET, SUITE 200
LEESBURG, VA 20175
PHONE: (703) 994 - 4047
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COMMONWEALTH OF VIRGINIA
JON K. ERICKSON
Lic. No. 32355
05/23/2023
PROFESSIONAL ENGINEER

COVER SHEET

SADDLE CREST
CONCEPT PLAN
FRONT ROYAL, VA

JOB NO.: 21115
SCALE: AS SHOWN
DATE: 2022–08–24
DRAWN BY: JAE
DESIGN BY: JAE
REVIEW BY: JKE
SHEET: 1 OF 6

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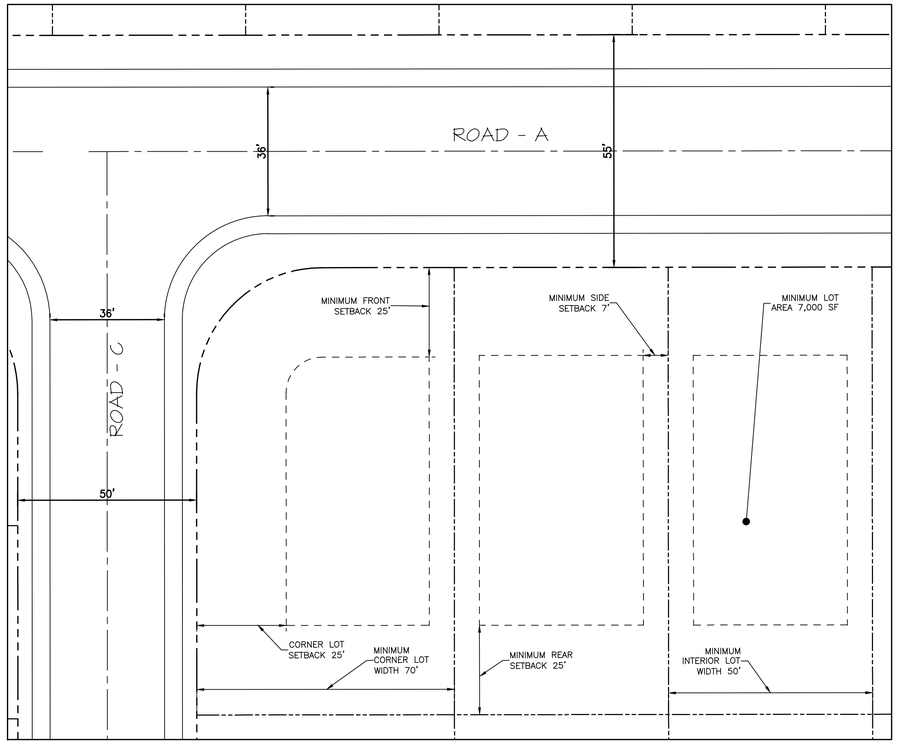

TYPICAL LOT DETAIL

LEGEND

- EX. R/W LINE
- EX. PROPERTY LINE
- EX. ADJ. PROPERTY LINE
- EX. BUILDING
- EX. EASEMENT
- EX. PAVEMENT
- EX. CURB
- EX. WALKWAY
- EX. POWER POLE
- EX. METAL FENCE LINE
- OVERHEAD ELECTRIC
- WOODEN FENCE
- IPS — IRON PIN SET
- IPF — IRON PIN FOUND
- CRBF — CAPPED REBAR FOUND

PROJECT NOTES

1. PHYSICAL ADDRESS IS 835 SHENANDOAH SHORES RD, FRONT ROYAL, VIRGINIA 22630, PER COUNTY GIS.
2. PARCEL PIN: 20A221-3A
3. TOTAL PARCEL AREA: 44.183 AC AS SURVEYED
4. EXISTING USE: AGRICULTURE/UNDEVELOPED
5. PROPOSED USE: RESIDENTIAL
6. EXISTING ZONING: R-E
7. PROPOSED ZONING: R-1A

ZONING REQUIREMENTS

ZONING:	R-1A	Units
	Min. Lot Area:	7,000 SF
	Min. Lot Width Interior:	50 FT
	Min. Lot Width Corner:	70 FT
Setbacks:		
	Front:	25 FT
	Side:	7 FT
	Rear:	25 FT
	Corner Lot Front:	25 FT

DENSITY SUMMARY

ZONE	UNITS	ACRES	UNITS PER ACRES
R-1A	130	44.183	2.942

NOTE:
THE TOTAL NUMBER OF HOMES CONSTRUCTED SHALL NOT EXCEED 130 SINGLE FAMILY DETACHED UNITS.

ZONING REQUIREMENTS
(R-1A) SECTION 175-18.1

175-18.3 AREA (R-1A)

Notwithstanding the provisions of Section 175-128, all newly established uses, with the exception of single-family dwellings, shall be required to meet the minimum area requirements at the time of establishment of the use.

A. Minimum lot size:
1. Single family dwellings: seven thousand (7,000) square feet.
2. Schools: twenty thousand (20,000) square feet.
3. Churches: twenty thousand (20,000) square feet.
4. Parks and playgrounds: five thousand (5,000) square feet.
5. Public utilities: no regulation.
6. Other public facility uses: twenty thousand (20,000) square feet.

B. Minimum lot width:
1. Single-family dwellings:
   a. Corner lots: seventy (70) feet.
   b. Interior lots: fifty (50) feet.
2. Parks and playgrounds and public utilities: no regulation.
3. All other uses: one hundred (100) feet.

C. Minimum district size: three (3) acres.

175-18.4 HEIGHT(R-1A)

A. Single-family dwellings: thirty-five (35) feet maximum.

B. Public or semipublic buildings: forty-five (45) feet maximum, provided that the required front, side and rear yards are increased by two (2) feet for each foot in height over thirty-five (35) feet.

C. Exemptions from height requirements:
1. Church spires.
2. Belfries.
3. Cupolas.
4. Municipal water towers.
5. Chimneys.
6. Flues.
7. Flagpoles.
8. Television antennas.
9. Radio aerials.

D. Accessory buildings and structures:

1. On lots with an area of less than five-tenths (0.5) acre: two-thirds (2/3) height of principal structure.

2. On lots with an area of five-tenths (0.5) acre or more: not to exceed height of principal structure or thirty-five (35) feet, whichever is less.

175-18.5 MINIMUM YARD DIMENSIONS (R-1A)

A. Single-family dwellings:
1. Front setback: twenty-five (25) feet.
2. Side: seven (7) feet.
3. Corner side: twenty-five (25) feet.
4. Rear: twenty-five (25) feet.

B. Other principal structures:
1. Front setback: twenty-five (25) feet.
2. Side: fifteen (15) feet.
3. Rear: thirty (30) feet.
4. Corner side: twenty-five (25) feet.

C. Accessory buildings and structures:
1. Front setback: thirty (30) feet.
2. Side: five (5) feet or fifty percent (50%) of building height, whichever is greater.
3. Rear: five (5) feet or fifty percent (50%) of building height, whichever is greater.
4. Corner side: twenty-five (25) feet.

D. Notwithstanding the provisions above, the front setback on any lot located within a block that is fifty percent (50%) or more developed shall conform with any consistently established setback along the block.

E. The main or front building facade and entrance for any single-family dwelling shall be oriented toward the front yard of the property, unless an administrative variance is granted pursuant to Section 175-147.1.

(Added "E" 2-26-01-Effective Upon Passage)

175-18.6 LOT COVERAGE (R-1A)

A. Maximum building coverage: thirty-five percent (35%)
B. Accessory building coverage: thirty percent (30%) of any required yard

175-18.7 OFF-STREET PARKING (R-1A)

A. Space requirements:

1. Single-family dwellings: two (2) spaces per unit.

2. Churches/assembly area: one (1) space per four (4) fixed seats in the main assembly or one (1) per one hundred (100) net square feet.

3. Schools: one (1) space per employee plus parking space for assembly areas as provided in Subsection A (2) above.

4. Libraries: one (1) space per one thousand (1,000) gross square feet.

B. Location: Minimum setback for driveways and parking: three (3) feet from side and rear property lines for parking areas consisting of no more than 4,500 square feet in area. All parking areas with more than 4,500 square feet in area shall meet the requirements of Section 148-870.
(Amended 6-13-16 – Effective Upon Passage)

C. Parking spaces where one car is parked behind another car are permitted in this district for individual dwelling units.

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MORRIS & RITCHIE ASSOCIATES, INC.
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PHONE: (703) 994 - 4047
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COMMONWEALTH OF VIRGINIA
JON K. ERICKSON
Lic. No. 32355
05/23/2023
PROFESSIONAL ENGINEER

NOTES & DETAILS

SADDLE CREST
CONCEPT PLAN
FRONT ROYAL, VA

JOB NO.:	21115
SCALE:	
DATE:	2022-08-24
DRAWN BY:	JAE
DESIGN BY:	JAE
REVIEW BY:	JKE
SHEET:	2 OF 6

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TAX MAP # 20A221 5
OWNER: F&R LIMITED PARTNERSHIP
DB 441 PG 721
ACRES: 149.312
ZONED R-1A

2030.72'
S 76° 14' 20" E

N 27° 35' 06" W
285.71'

N 67° 55' 06" W
38.76'

EX BARN
12' TALL
422 SF

EX BARN
12' TALL
66 SF

EX WOODEN FENCE

EX 2 STORY HOUSE
25' TALL
1707 SF

PLANTING AREA

EX BARN
12' TALL
418 SF

EX BARN
12' TALL
169 SF

EX WOODEN FENCE

EX PAVED DRIVEWAY

C-1
C-3
L-1

S 11° 05' 40" E
171.20'

N 79° 02' 58" E
284.61'

RBRF

TAX MAP # 20A231 21
OWNER: JACKSON FURNITURE
INSTR# LR 2009 3905
ACRES: 5.0
ZONED: I-1

VILLAGE COURT

CLEVELAND ROAD

TAX MAP # 20A232 6
WRIGHT ROBERT EDWARD
DB 353 PG 360
ACRES: 0.954
ZONED: R-E (ESTATE RESIDENTIAL)

SHENANDOAH SHORES ROAD

TAX MAP # 20A232 6A
WRIGHT ROBERT E JR
INST# LR 20069785
ACRES: 0.954
ZONED: R-E (ESTATE RESIDENTIAL)

S 12° 59' 59" E
285.19'

TAX MAP # 20A221 3
OWNER: ROCKLEDGE DEVELOPMENT CO LLC
INST# LR20212371
ACRES: 43.45
ZONED: R-E (ESTATE RESIDENTIAL)

N 38° 28' 23" W
635.06'

N 20° 55' 06" W
75.00'

EX WIRE FENCE

N 39° 40' 06" W
272.48'

TAX MAP # 20A221 3A
OWNER: SAYRE THOMAS HALL ET UX
INST# LR19992893
ACRES: 44.183 ACRES (AS SURVEYED)

EX WIRE FENCE

NORFOLK SOUTHERN RAILROAD

N 18° 40' 06" W
241.81'

N 31° 55' 06" W
90.00'

N 61° 55' 06" W
37.50'

N 61° 15' 45" W
72.33'

N 65° 25' 14" W
98.18'

N 70° 26' 35" W
98.25'

C-2

LINE TABLE		
LINE #	LENGTH	DIRECTION
L-1	12.50	N 78° 54' 24" E
L-2	5.88	N 15° 43' 08" E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C-1	274.43'	634.78'	24.77'	S 88° 37' 01" E	272.30'
C-2	39.27'	25.00'	90.01'	N 56° 05' 23" W	35.36'
C-3	1064.82'	1891.33'	32.26'	S 89° 31' 05" E	1,050.81'

TAX MAP # 20A212 13
MC DONALD JERRY LEE ET UX
INST# LR 1998 1476
ACRES: 1.62
ZONED: R-1

HAPPY CREEK RD (STATE ROUTE 624)

LEACH RUN PARKWAY

HERITAGE DRIVE

TAX MAP # 20A232 7
MORGAN JUNE ELIZABETH SMIT ET ALS
INST# WF 20201
ACRES: 0.25
ZONED: R-E (ESTATE RESIDENTIAL)

TAX MAP # 20A232 9
MORGAN JUNE ELIZABETH SMIT ET ALS
INST# WF 20201
ACRES: 0.30
ZONED: R-E (ESTATE RESIDENTIAL)

TAX MAP # 20A232 10
MORGAN JUNE ELIZABETH SMIT ET ALS
INST# WF 20201
ACRES: 0.385
ZONED: R-E (ESTATE RESIDENTIAL)

TAX MAP # 20A232 8
MORGAN JUNE ELIZABETH SMIT ET ALS
INST# WF 20201
ACRES: 0.46
ZONED: R-E (ESTATE RESIDENTIAL)

100 0 100 200 300
Scale 1" = 100'

NORTH
NAD83

DATE	REVISIONS
12/23/2022	REVISED PER FRONT ROYAL AND CLIENT COMMENTS
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05/23/2023
PROFESSIONAL ENGINEER

EXISTING CONDITIONS

SADDLE CREST
CONCEPT PLAN
FRONT ROYAL, VA

JOB NO.: 21115
SCALE: AS SHOWN
DATE: 2022-08-24
DRAWN BY: JAE
DESIGN BY: JAE
REVIEW BY: JKE
SHEET: 3 OF 6

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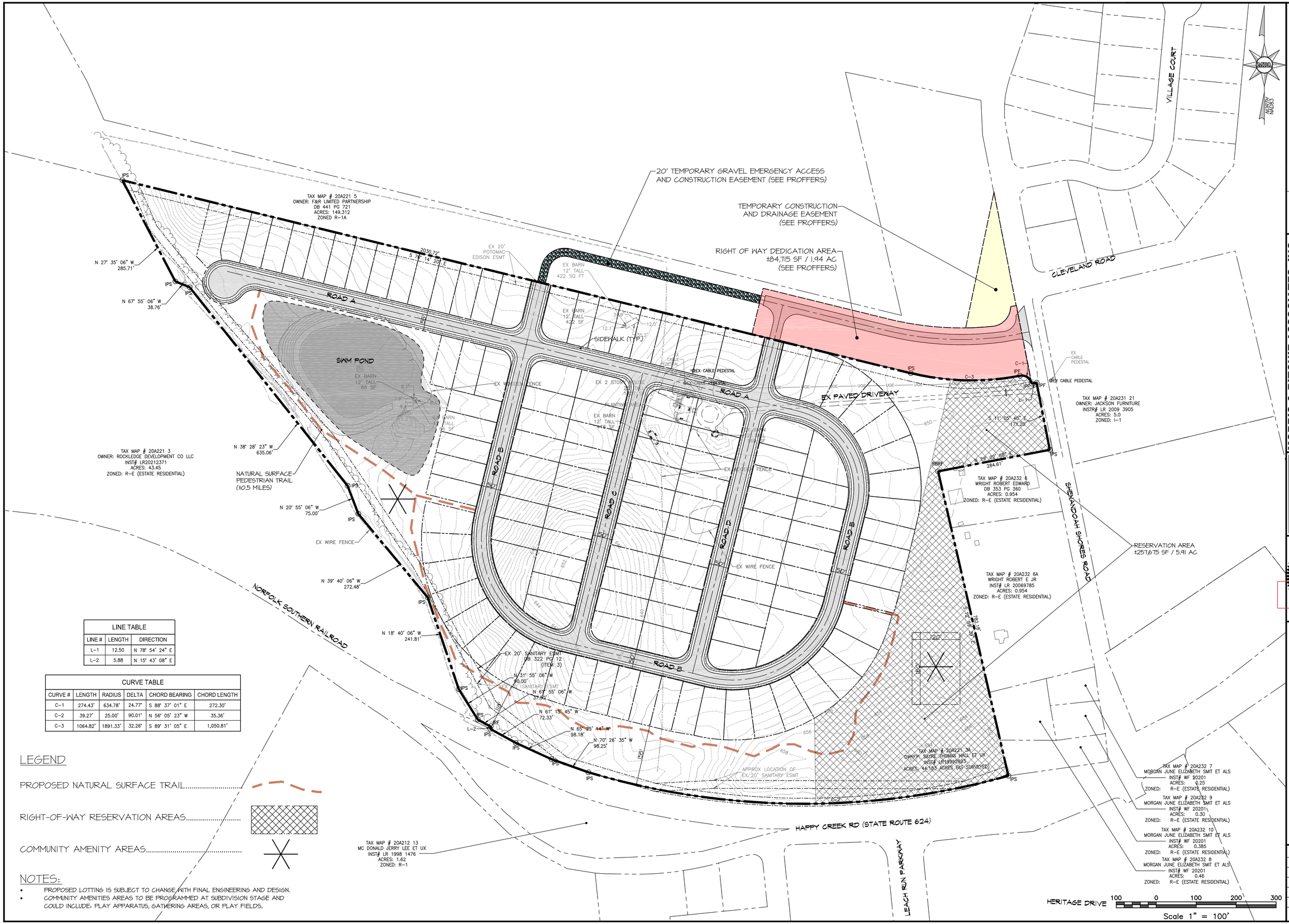

LINE TABLE		
LINE #	LENGTH	DIRECTION
L-1	12.50	N 78° 54' 24" E
L-2	5.88	N 15° 43' 08" E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C-1	274.43'	634.78'	24.77°	S 88° 37' 01" E	272.30'
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C-3	1064.82'	1891.33'	32.26°	S 89° 31' 05" E	1,050.81'

LEGEND

PROPOSED NATURAL SURFACE TRAIL.....

RIGHT-OF-WAY RESERVATION AREAS.....

COMMUNITY AMENITY AREAS.....

NOTES:

- PROPOSED LOTTING IS SUBJECT TO CHANGE WITH FINAL ENGINEERING AND DESIGN.
- COMMUNITY AMENITIES AREAS TO BE PROGRAMMED AT SUBDIVISION STAGE AND COULD INCLUDE: PLAY APPARATUS, GATHERING AREAS, OR PLAY FIELDS.

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LAYOUT PLAN

SADDLE CREST CONCEPT PLAN

FRONT ROYAL, VA

JOB NO.:	21115
SCALE:	AS SHOWN
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DRAWN BY:	JAE
DESIGN BY:	JAE
REVIEW BY:	JKE
SHEET:	4 OF 6

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05/23/2023

LAYOUT PLAN - B

SADDLE CREST CONCEPT PLAN
FRONT ROYAL, VA

JOB NO.:	21115
SCALE:	AS SHOWN
DATE:	2022-08-24
DRAWN BY:	JAE
DESIGN BY:	JAE
REVIEW BY:	JKE
SHEET:	5 OF 6

Scale 1" = 100'

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THIS SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY!

20' TEMPORARY GRAVEL EMERGENCY ACCESS AND CONSTRUCTION EASEMENT (SEE PROFFERS)

TEMPORARY CONSTRUCTION AND DRAINAGE EASEMENT (SEE PROFFERS)

RIGHT OF WAY DEDICATION AREA ±84,715 SF / 1.94 AC (SEE PROFFERS)

RESERVATION AREA ±257,675 SF / 5.91 AC

ROAD A

ROAD B

ROAD C

ROAD D

SWM POND

VILLAGE COURT

CLEVELAND ROAD

SHENANDOAH SHORES ROAD

NORFOLK SOUTHERN RAILROAD

HAPPY CREEK RD (STATE ROUTE 624)

LEACH RUN PARKWAY

NORTH NAD83

LEGEND

PROPOSED NATURAL SURFACE TRAIL.....

RIGHT-OF-WAY RESERVATION AREAS.....

COMMUNITY AMENITY AREAS.....

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ILLUSTRATIVE PLAN

SADDLE CREST CONCEPT PLAN

FRONT ROYAL, VA

JOB NO.:	21115
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DRAWN BY:	JAE
DESIGN BY:	JAE
REVIEW BY:	JKE
SHEET:	6 OF 6

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Regular **Work Session Agenda Statement**

Item #04A

Meeting Date: June 12, 2023

Agenda Item: DISCUSSION – Request to Vacate a Portion of an Unimproved Alley and North Street Extended South of the Intersection of North Street and Orchard Street - Jay McCarthy

Summary: The applicant is requesting the vacation of 13,001 square feet of North Street Extended terminus south of the intersection of North Street and Orchard Street and a portion of unimproved alley adjacent to the southern property boundary. Public Works and Energy Services do not have comments or concerns. Planning Staff comments that these alleys provide a mechanism for future utility extension without demolishing streets.

The next steps in the vacation process:
Advertise for a public hearing and notify the abutting property owners of the hearing

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

Budget/Funding: N/A

Staff Recommendation: Council takes desired action

VACATION OF STREETS AND ALLEY and OTHER TOWN RIGHTS-OF-WAYS APPLICATION

APPLICANT INFORMATION
(please print)

Name Donald McCarty

Mailing Address 12425 Chapel Rd
Clifton, VA 20124

Phone # 703-407-7559 **E-mail** jay1mccarty@G-mail.com

VACATION INFORMATION

Description (please select all that apply)
☒ **Street/Portion of Street**
☒ **Alley/Portion of Alley**
☐ **Other** *(please specify)* 40' X 100' (dimensions noted on plat in yellow)

Location Southern portion of vacated N. St (entire area) a variable width alley (avg totaling 15,001 SF as shown on survey) of a variable width alley + the unimproved portion of N. St. North Street extended terminus at intersection of North Street and Orchard Street

Reason for request see attached plat ~~Side yard expansion~~ increase the area of parcel to be developed which fronts Orchard St.

☑ **Current Plat Attached Showing Property to be Vacated** highlighted in Orange

Applicant's Signature Donald McCarty **Date** 5/10/22

Completed application shall be returned by mail or delivery to:
Town Manager's Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630
Additional Information: Town Manager's Office (540)635-8007, Monday-Friday, 8:00am – 5:00pm

Tina Presley

From: Lauren Kopishke
Sent: Tuesday, May 9, 2023 6:21 PM
To: Tina Presley
Cc: Connie Potter
Subject: Fwd: McCarty Street and Alley Vacation
Attachments: McCarty Vacation info.pdf

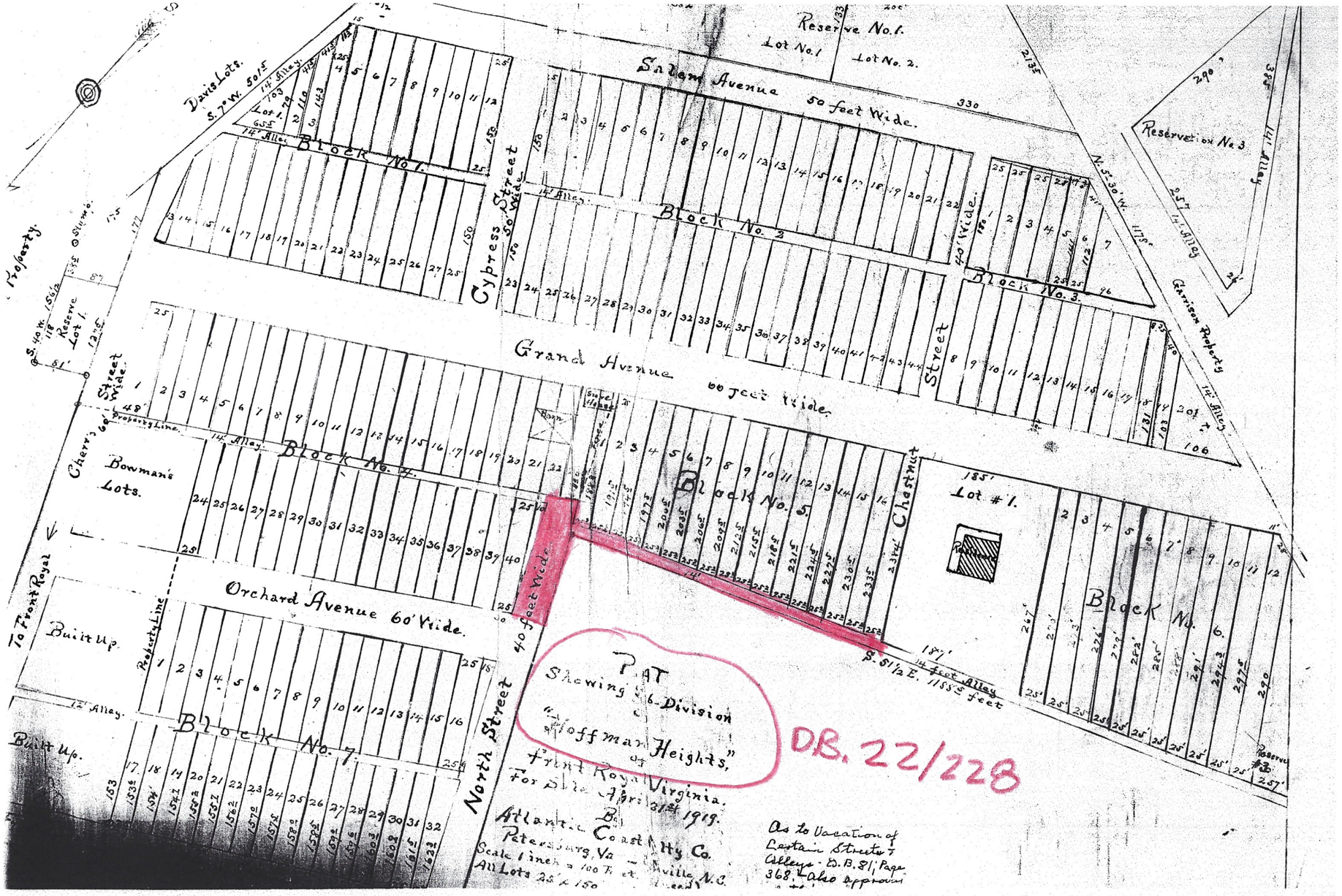
These documents show how the town acquired the ROW for the McCarty vacation. Public works and energy services had no comments.
Lauren

Get Outlook for Android

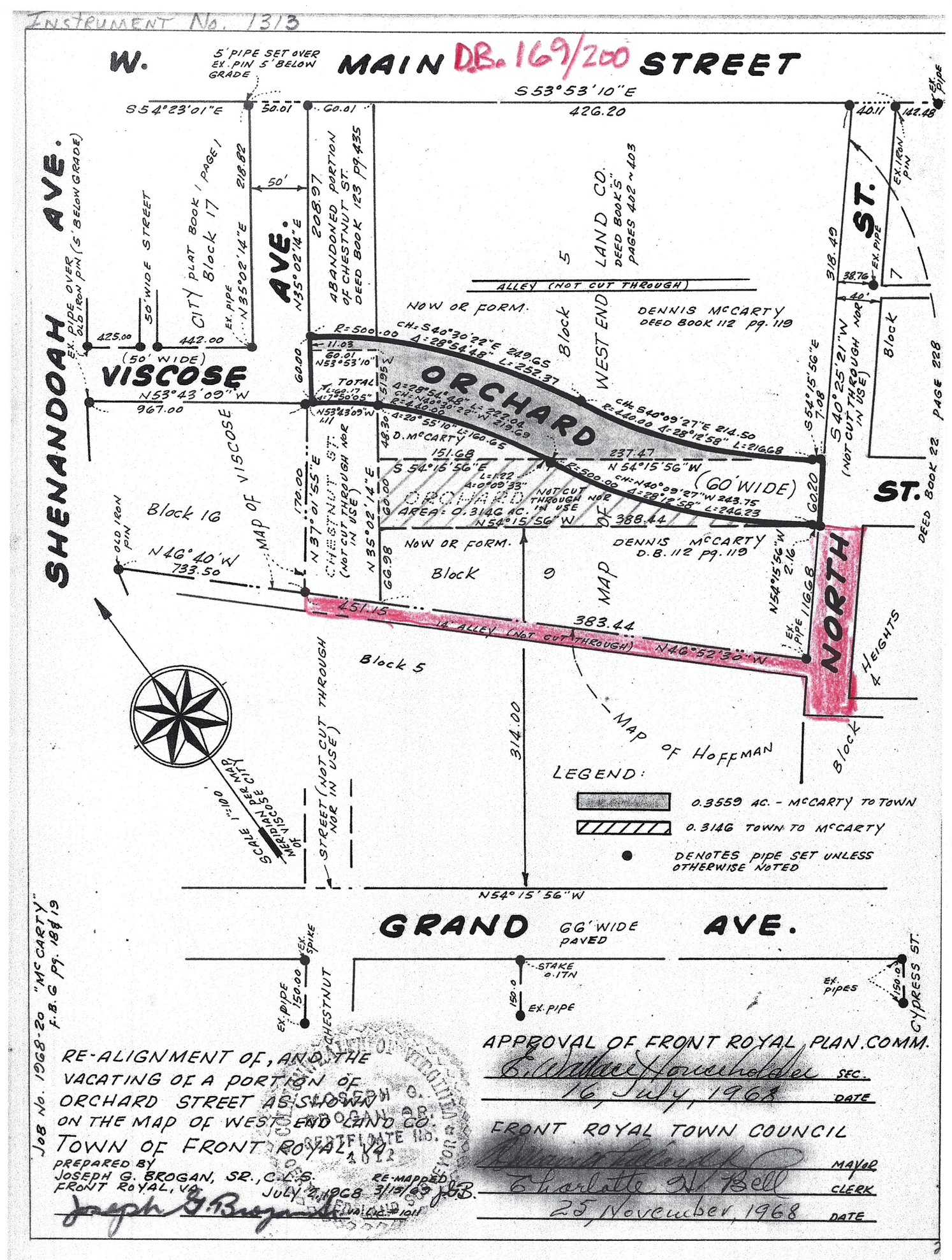
From: JOSEPH BROGAN JR <broganpls@comcast.net>
Sent: Tuesday, May 9, 2023 6:09:23 PM
To: Lauren Kopishke <lkopishke@frontroyalva.com>
Subject: McCarty Street and Alley Vacation

Hi Lauren, Attached is the Plat of Hoffman Heights which is recorded in D.B. 22/228 showing the portion of North Street and 14' alley to be vacated, also attached is a plat my father did in for Orchard St re-alignment in 1968 that also shows the the proposed vacation areas in red.
if you need any other info just let me know.
Thanks, Joe.

Brogan Land Surveying PLC
P.O. Box 1578
Front Royal Va. 22630
(540) 635-5657 Tel and Fax
(540) 974-6013 Cell


Reserve No. 1.
Lot No. 1
Lot No. 2.
Salem Avenue 50 feet Wide.
Davis Lots.
S. 7° W. 50.5
14' Alley.
Block No. 1.
Cypress Street 50' Wide.
Block No. 2
Reservation No. 3
257
14' Alley
Garrison Property
14' Alley.
Block No. 3.
Property.
Reserve Lot 1
Grand Avenue 60 feet Wide.
Street Wide.
Cherry
Bowman's Lots.
Block No. 4.
Block No. 5.
Chestnut
Lot # 1.
To Front Royal
Built Up.
Orchard Avenue 60' Wide.
Block No. 7.
40 feet Wide.
North Street
Block No. 6.
12' Alley.
Built Up.
PLAT
Showing 6th Division
of
"Hoffman Heights,"
of
Front Royal Virginia.
For Sale April 21st 1919.
By
Atlantic Coast Hy Co.
Petersburg Va
Scale 1 inch = 100 Feet
All Lots 25' x 150
DB. 22/228
As to Vacation of Certain Streets & Alleys - D.B. 31, Page 368. Lake approval

INSTRUMENT No. 1313



Job No. 1968-20 "McCARTY"
F.B. G pg. 18 & 19

RE-ALIGNMENT OF, AND THE VACATING OF A PORTION OF ORCHARD STREET AS SHOWN ON THE MAP OF WEST END LAND CO. TOWN OF FRONT ROYAL, VA.

PREPARED BY
JOSEPH G. BROGAN, SR., C.L.S.
FRONT ROYAL, VA.
JULY 2, 1968 RE-MAPPED 3/13/69 J.G.B.

Joseph G. Brogan

APPROVAL OF FRONT ROYAL PLAN. COMM.

E. Wallace Householder SEC.
16, July, 1968 DATE

FRONT ROYAL TOWN COUNCIL

MAYOR
Charlotte W. Bell CLERK
25, November, 1968 DATE

Date: 05/10/2023
Permit #: 2300198
Permit Date: 04/05/2023
Review Date: 04/21/2023
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Application Review
Target Date: 05/05/2023
Scheduled Time: 00:00
Completed Date:
Description: Alley/Street Vacation
Review Status: Pending
Assigned To: John Ware
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

05/10/2023 Planning and Zoning does not have any concerns about this alley vacation request.

Property Information

Parcel#: 20A6 5 8
MC CARTY DOUGLAS/DENNIS P /DONALD J
0
Zoning: R-2Lot: 8Block:

MC CARTY DOUGLAS/DENNIS P /DONALD J
12425 CHAPEL RD
CLIFTON, VA 20124

Date: 05/10/2023
Permit #: 2300198
Permit Date: 04/05/2023
Review Date: 04/21/2023
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Application Review
Target Date: 05/05/2023
Scheduled Time: 00:00
Completed Date:
Description: Alley/Street vacation
Review Status: Approved
Assigned To: Mary Lynn
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

04/28/2023 There are no concerns from the Department of Energy Services.

Property Information

Parcel#: 20A6 5 8
MC CARTY DOUGLAS/DENNIS P /DONALD J
0
Zoning: R-2Lot: 8Block:

MC CARTY DOUGLAS/DENNIS P /DONALD J
12425 CHAPEL RD
CLIFTON, VA 20124

Date: 05/10/2023
Permit #: 2300198
Permit Date: 04/05/2023
Review Date: 04/21/2023
Permit Type: Vacation of Alleys, Streets & Rights-Of-Ways
Review Type: Application Review
Target Date: 05/05/2023
Scheduled Time: 00:00
Completed Date:
Description: Alley/Street Vacation
Review Status: Complete
Assigned To: Robert B. Boyer
Time In: 00:00
Time Out: 00:00
Hours: 0.0

Notes

04/26/2023	Public Works has reviewed the vacation request, there's no utilities located in either of these areas. Both areas are grown up with trees and brush, we don't have any issues with this request at this time.

Property Information

Parcel#: 20A6 5 8
MC CARTY DOUGLAS/DENNIS P /DONALD J
0
Zoning: R-2Lot: 8Block:

MC CARTY DOUGLAS/DENNIS P /DONALD J
12425 CHAPEL RD
CLIFTON, VA 20124

Regular **Work Session Agenda Statement**

Item #04B

Meeting Date: June 12, 2023

Agenda Item: DISCUSSION: Urban Agriculture: Bees, Chickens and Rabbits

Summary: The Town has adopted an Urban Agriculture Ordinance which permits residents to own no more than six (6) chickens or rabbits. The ordinance also permits at home bee keeping. Staff conducts annual zoning inspections to ensure compliance with the Urban Agriculture ordinance.

Copies of Blacksburg and Roanoke ordinances are attached as well as the ordinance that was approved in 2015.

Budget/Funding:

Staff Recommendation: Council takes desired action. To amend the Town Code a public hearing would need to be scheduled.

AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER §175-3, CHAPTER §66-12, §66-13, §66-14 AND ENACT CHAPTER §175-110.5 PERTAINING TO URBAN AGRICULTURE

WHEREAS, the purpose of this ordinance is to enhance the general welfare and health of the public by allowing limited agricultural practices in the Town when conducted as an accessory use, as well as proposing performance standards and permitting requirements; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter §175-3, §175-110.5, Chapter §66-12, §66-13, §66-14 of the Front Royal Town Code is hereby amended and enacted as follows:

175-3 DEFINITIONS

ACCESSORY USE - A use of a building, lot or portion thereof which is customarily incidental and subordinate to the principal permitted use of the main building or lot. Accessory uses shall include the use of accessory buildings as a separate accessory dwelling unit, provided that the lot is at least 12,000 square feet in size, the accessory building complies with the minimum setback and yard area requirements that are required for main buildings within the applicable zoning district, no more than one accessory dwelling is located on the property, and the accessory dwelling unit does not utilize more than 500 square feet. *Urban agriculture is considered an accessory use when the requirements of Section 175-110.5 are complied with.*

AGRICULTURE/AGRICULTURAL PURSUITS – The tilling of soil, the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, livestock and fowl keeping and breeding, farm wineries, roadside stands, tenant houses necessary for the operation of a farm, and the production of natural products with resources primarily derived from the land upon which it is produced. Yard maintenance, landscaping, noncommercial gardening and other customary incidental accessory uses shall not be deemed as "agriculture." Where agricultural uses are permitted under Chapter 175 of the Town Code, the provisions of Section 66-5 pertaining to slaughtering of stock shall not apply, provided that this exemption only applies to small scale slaughtering activities on a farm, and does not apply to slaughterhouses.

AGRICULTURE, URBAN *(Urban Agriculture) – An umbrella term that describes a range of food growing practices conducted as an accessory use that may include the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, and both livestock and fowl keeping, subject to compliance with the regulations of Section 175-110.5.*

175-110.5 PERFORMANCE STANDARDS FOR URBAN AGRICULTURE

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

A. A zoning permit shall be required for the keeping of animals kept in association with urban agriculture when located on a lot less than 1 acre. Such a zoning permit application shall include a management plan that adequately addresses waste disposal, site suitability, setbacks, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance. The

ADOPTED 2015

management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. Conditions of approval or recommendations may be required as part of the zoning permit based on the management plan or other recommendations of the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. The zoning permit shall only be valid for one (1) year; except that, the Zoning Administrator may successively renew the permit in additional one (1) year increments upon expiration; provide that, the use remains in compliance with the management plan and otherwise remains lawful.

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

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

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

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

~~*F. On lots consisting of at least one (1) acre, such animals listed under subsection E shall be permitted by a Special Use Permit. The quantity of animals shall be determined based on the management plan required under subsection A.*~~

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

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

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

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

~~*K*~~*J. Any permit issued for Urban Agriculture may be revoked by the Zoning Administrator if such use significantly deviates from the approved zoning permit and/or management plan; or if such use creates a violation of the Town Code, including, but not limited to, an unpermitted expansion, noise violation, unpermitted development activity, or nuisance.*

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

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

ADOPTED 2015

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

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

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

KEEPING CERTAIN ANIMALS PROHIBITED WITHIN TOWN LIMITS

66-12 DEFINITIONS

As used in this Article, the following terms shall have the meaning indicated:

DOMESTICATED HOUSEHOLD PETS - Animals kept for companionship, rather than as consumable commodity or producer thereof, which are tame, non-venomous or non-predatory, and shall include but, not be limited to dogs, house cats, caged birds, rabbits, hamsters and gerbils.

EXOTIC ANIMALS - Those animals, other than dogs, house cats, caged birds and other domesticated household pets, which because of a predatory nature, venomous bite or sting, size or disposition present a potential danger to town residents, including but not limited to lions and tigers, mountain lions and other large cats, bears, poisonous snakes and lizards, elephants, monkeys and apes, foxes, wolves, coyotes, alligators and crocodiles.

FOWL - Those birds raised for the purpose of meat, egg or feather production, and shall include but not be limited to, chickens, ducks, geese, turkeys, peacocks, guinea hens and pigeons, including homing pigeons.

LIVESTOCK - Those animals raised for the purpose of meat and dairy production, hide or fur production or as draft animals, and shall include but not be limited to cows, horses, donkeys, mules, pigs, sheep,

ADOPTED 2015

66-13 PROHIBITION

Except for duly authorized parades, processions, zoos, circuses, rides, fairs and exhibitions, licensed pet shops, animal shelters and veterinary offices and hospitals, it shall be unlawful to raise, house, or otherwise keep ~~livestock, fowl or~~ exotic animals within the limits of the Town of Front Royal.

66-14 EXEMPTIONS

A. This Article shall not apply to domesticated household pets, as defined herein, nor to livestock, fowl and exotic animals in transit through the Town of Front Royal by a carrier.

B. This Article shall not apply to livestock or fowl on any operating farm of one (1) acre in size o~~f~~r more located within the town limits.

C. Animals authorized as Urban Agriculture under Chapter 175 shall be exempt of the restrictions of this Article.

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 NOV 23rd 2015, upon the following recorded vote:

John P. Connolly	(Yes)/No	Bret W. Hrbek	(Yes)/No
Hollis L. Tharpe	Yes/(No)	Eugene R. Tewalt	Yes/(No)
Bébhinn C. Egger	(Yes)/No	Daryl L. Funk	(Yes)/No

A public hearing on the above was held on Nov 9th ,2015 having been advertised in the Northern Virginia Daily on Oct 24th ,2015 and Oct 31st ,2015.

Approved as to form and legality:

Douglas W. Napier, Town Attorney Date: 12/14/15

ADOPTED 2015

BLACKSBURG, VA — FYI

Section 5-118. - Urban chickens.

(a) Subject to the provisions of this section, it is lawful for a person to keep chickens within the corporate limits of the town on residential property, containing only single-family detached dwellings, in the R-4, RR-1 and RR-2 zoning districts. No chickens shall be allowed on townhouse, duplex, apartment, or manufactured housing park properties. Keeping chickens in these areas, which may be described as keeping "urban chickens," is subject to the following terms and conditions:

(1) No more than six (6) hens shall be allowed for each single-family dwelling.

(2) No roosters shall be permitted at any time.

(3) Chickens shall be kept in an enclosed area not to exceed a total of 128 square feet, hereinafter known as a "pen." Pens shall include a coop, an enclosed structure containing a minimum of four square foot per hen and an open run area containing a minimum of eight square feet per hen.

(4) Pens must be located in the rear yard and shall be situated at least fifteen (15) feet from all property lines and fifty (50) feet from dwellings on adjacent properties. In addition, all pens shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that would allow fecal matter to enter any storm drainage system or stream.

(5) All pens must be kept in a neat and sanitary condition at all times, and must be cleaned on a regular basis so as to prevent offensive odors.

(6) All feed for the hens must be kept in a secure container in a garage, shed or the residence to prevent the attraction of rodents and other animals.

(7) Adequate shelter, care and control of the hens is required. Any person permitted to keep urban chickens pursuant to this section shall comply with all the provisions and requirements of the town and state code regarding care, shelter, sanitation, health, rodent control, cruelty, neglect, noise, and any other requirements pertaining to, but not limited to, the adequate care and control of animals.

(8) Application submission requirements and registration.

a. Persons wishing to keep hens pursuant to this subsection must file an application with the town's department of planning and building development, which application shall include:

i.

COPY

A sketch showing the area where the chickens will be housed and the types and size of pens in which the chickens shall be housed. The sketch must show all dimensions and setbacks.

ii. A thirty dollar ($30.00) application fee.

iii. Applicants are encouraged but not required to give notice to adjacent property owners. For purposes of this section, "adjacent property" means all parcels of privately owned land that the applicant's property comes into contact with at one or more points, except for parcels that are legally adjacent to but are separated from the applicant's property by a public or private street.

iv. Documentation that the property owner consents to keeping chickens on the property.

b. Once the application has been reviewed and approved, the department of planning and building development shall issue a registration, which shall be valid for one (1) year.

c. Each existing registration will be renewed on an annual basis by procedures developed by the town's department of planning and building.

(c) Hens currently kept in the R-4, RR-1 and RR-2 residential zoning districts in violation of the zoning ordinance shall not be "grandfathered" or permitted to remain after the effective date of this section without registering. Owners of such hens will have forty-five (45) days from the effective date of this section to come into compliance with this section.

(d) It shall be unlawful to keep hens in town except as permitted by this section or as permitted as an "Agriculture" use in the Zoning Ordinance. Any person found guilty of violating this section shall be guilty of a Class 3 misdemeanor and subsequent violations of this section by the same person shall constitute a Class 2 misdemeanor.

Furthermore, no dog or cat will be considered to be a vicious or dangerous animal based solely on harming or killing chickens kept pursuant to § 5-118.

(Ord. No. 1888 , 4-9-19)

COPY

JOE - FYI

Thanks to everyone who responded on this subject.

There is no standard ordinance out there; the ordinances have some similar characteristics, but vary with regard to the number of birds, the size of the lot and the location of penned area. The ordinances that I liked the best were actually from Asheville and Charlotte; these ordinances have more specifics on how the chicken keeping would occur. The Asheville ordinance also prohibits keeping roosters. However, the North Carolina ordinances presume some permitting and inspection, which has a staffing impact.

Roanoke City Code

Sec. 6-95. Limitations on keeping.

No person shall keep, place or maintain more than ten (10) poultry birds on any parcel of real property which contains area less than twenty thousand (20,000) square feet in any area of the city not zoned for agricultural use. No person shall keep, place or maintain more than forty (40) poultry birds on any parcel of real property in any area of the city, except an area zoned for agricultural use or a farm five (5) acres or larger in size. As used in this section, "farm" shall be defined as a parcel of land devoted to production for sale of plants or animals or to the production for sale of plant or animal products useful to man.

Sec. 6-96. Fencing; roaming at large.

All poultry shall be kept in securely and suitably fenced areas, and no fenced area or pen for poultry shall be permitted closer than fifty (50) feet to any house or other building used for residential purposes by anyone other than the person maintaining such poultry or his immediate family. No poultry shall be permitted to roam at large.

Sec. 6-97. Maintenance of area where kept.

Every person maintaining any area for keeping poultry shall keep it clean, sanitary and free from refuse. All poultry feed or other material intended for consumption by poultry shall be kept in containers impenetrable by rats or other rodents, and such containers shall be equipped with tightly fitting caps or lids. The presence of rats in an area used for the keeping of poultry shall be prima facie evidence that such area is maintained in violation of this section.

Rockbridge County

ARTICLE 5

APPLICATION OF ZONING REGULATIONS

504.00 GARDENING AND CHICKENS

Gardening and the keeping of up to six female chickens shall be exempt from zoning permit requirements in any district allowing residential uses provided that such gardening and keeping of female chickens shall not be objectionable by reason of odor, dust, noise, pollution, soil erosion, sedimentation, or drainage. Roosters shall not be allowed. The minimum acreage requirement for keeping chickens shall be one (1) acre and any structures and pens erected for such purpose shall be located in the rear yard, twenty (20) feet off of any side or rear property lines. The chickens shall be required to be contained within a pen at all times.

Richmond City Code

Section 10-88

(b) No person shall keep, place or maintain **fowl** on any parcel of real property in the city which contains less than 50,000 square feet in area.

(c) All **fowl** shall be kept in securely and suitably fenced areas, and no fenced area or pen for **fowl** shall be permitted closer than 500 feet to any house or other building used for residential purposes by anyone other than the person maintaining such **fowl** or such person's immediate family.

(d) Every person maintaining any area for keeping **fowl** shall keep it clean, sanitary and free from refuse. All feed or other material intended for consumption by birds shall be kept in containers impenetrable by rats or other rodents, and such containers shall be equipped with tightly fitting caps or lids. The presence of rats in an area used for the

keeping of **fowl** shall be prima facie evidence that such area is maintained in violation of this section.

North Carolina Examples

Asheville City Code

Sec. 3-50. - License for keeping.

(a) Except for fowl on a bona fide farm, or fowl participating in a permitted event, no fowl shall be kept by any person within the city except in accordance with this article. Roosters are expressly prohibited unless on a bona fide farm. Roosters previously permitted by the city are grandfathered for the life of the rooster so long as the owner of the rooster maintains compliance with this chapter and the rooster does not create a public nuisance. Licensing of all fowl will be required upon expiration of any existing fowl permit authorized by the city.

(b) Fowl shall be permitted according to the distance requirements as set forth in subsection 3-9(a)(3). This paragraph shall not apply to fowl that reside exclusively inside the person's household.

Sec. 3-51. - Issuance of permit.

(a) The owner must pay an annual license fee as set by the city's fees and charges committee and register the fowl with the license-collecting agent of the city. The animal control administrator may inspect the property to determine whether the owner is in compliance with this chapter.

(b) A license issued under this section may be revoked by the animal control administrator at any time upon violation of the terms of the license or any other provision of this chapter. Upon such revocation, the fowl and/or coop in violation must be removed from the premises by the owner within seven days from such expiration or revocation.

(c) Any license issued pursuant to this section shall not be a defense to any action brought under subsections 3-9(1) through (10).

Sec. 3-52. - Enclosure specifications.

Each person holding a license to keep fowl within the city shall comply with the following rules and regulations:

(a) The fowl house and run must be fully enclosed, and the fowl kept within it at all times.

(b) The fowl house must be used for fowl only and it must be well ventilated and constructed of materials conducive to regular cleaning and sanitation.

(c) The fowl run must be well drained so there will be no accumulation of moisture.

(d) The floor and walls of the fowl house must be kept in a clean, sanitary and healthful condition, with all dropping and organic waste material removed and disposed of in a proper manner.

(e)The number and type of fowl must be appropriate for the size and furnishings of the coop and run.

Charlotte City Code

Section 3-102 City permits.

(a) *Required.* It shall be unlawful for any person to own, keep, have, or maintain any equine animals, cloven-hoofed animals or other livestock or any chickens, turkeys, ducks, guineas, geese, pheasants, pigeons or other domestic fowl in the city without first receiving from the bureau a permit to do so or to continue to have any of such animals or fowl after a permit has been denied.

This section shall not apply to, and no permit shall be required for, any agricultural operation within G.S. 106-700, which pertains to nuisance liability of agricultural operation, or to any rabbit that is kept exclusively inside its owner's residence. The permit shall be valid for one year from the date of issuance and shall be renewed annually. The annual fee for such permit shall be $40.00 per household. The application shall list all such animals and fowl on the premises. Before a permit is issued an employee of the bureau shall inspect the premises to determine if the keeping of the animals or fowl on the premises will endanger or is likely to endanger the health, safety, peace, quiet, comfort, enjoyment of or otherwise become a public nuisance to nearby residents or occupants or places of business.

(b) *Denial.* When a permit is denied for any reason, the applicant shall be given a written explanation of the reason for denial.

(c) *Compliance required prior to issuance.* An owner or possessor of such animals or fowl shall comply with the following applicable subsections before a permit is issued. Compliance with the following applicable subsections will create a rebuttable presumption that a permit shall be issued. That presumption may only be rebutted by specific findings supported by competent evidence that, despite compliance with the following, the presence of such animals or fowl is still likely to endanger the health, safety, peace, quiet, comfort, enjoyment of or otherwise become a public nuisance to nearby residents or occupants or places of business:

(1) *Fowl and other specifically identified animals.* The keeping of chickens, turkeys, ducks, guineas, geese, pheasants or other domestic fowl or rabbits shall be in compliance with the following:

a. Such animals must be confined in a coop, fowl house or rabbit hutch not less than 18 inches in height. The fowl must be kept within the coop or fowl house and the rabbits in the hutch at all times.

b. The coop or fowl house must be used for fowl only and the hutch for rabbits only, and both must be well ventilated.

c. The coop, fowl house or hutch shall have a minimum of four square feet of floor area for each fowl or rabbit.

d. The run must be well drained so there is no accumulation of moisture.

e. The coop, fowl house or hutch shall be kept clean, sanitary and free from accumulation of animal excrement and objectionable odors. It shall be cleaned daily, and all droppings and body excretion shall be placed in a fly proof container and double-bagged in plastic bags.

f. The coop, fowl house or hutch shall be a minimum of 25 feet from any property line.

g. No more than 20 such fowl or rabbits shall be kept or maintained per acre. The number of fowl or rabbits should be proportionate to the acreage.

(4) *Slaughter.* Any slaughter of any livestock or poultry not regulated by state law or otherwise forbidden or regulated shall be done only in a humane and sanitary manner and shall not be done open to the view of any public area or adjacent property owned by another.

Other - -

Time magazine article: http://www.time.com/time/magazine/article/0,9171,1914991-1,00.html

Regular Work Session Agenda Statement

Item #05A

Meeting Date: June 12, 2023

Agenda Item: Resolution for Town of Front Royal Employee Appreciation Week

Summary: Council is requested to approve a Resolution that identifies July 23 – July 29, 2023 as *Employee Appreciation Week* in the Town of Front Royal.

Budget/Funding: None

Staff Recommendation: Staff recommends approval of the resolution under the consent agenda of June 26th

RESOLUTION FOR
EMPLOYEE APPRECIATION WEEK
July 23 – 29, 2023

WHEREAS, the Town of Front Royal has _____ full and part-time employees; and,

WHEREAS, Town employees are recognized as professionals who provide quality service to our community 24 hours a day, seven days a week; and,

WHEREAS, Town employees continue to excel in the workplace by demonstrating dependability, initiative, and accountability to the community and to each other; and,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Town Council of the Town of Front Royal, Virginia hereby express deep and sincere appreciation to the all the employees of the Town of Front Royal for their dedication, service, and vital contributions to the citizens of Front Royal; and,

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

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

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

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

****

Approved as to Form and Legality:

_____

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

DRAFT

Regular Work Session Agenda Statement

Item #05B

Meeting Date: June 12, 2023

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

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

The Town has exclusively used Econolite for its traffic signals for over twenty years. All fifteen intersections are outfitted with Econolite equipment. The parts required for any necessary repairs must be purchased directly from Econolite as their equipment is unique to them and the parts are not interchangeable.

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

Staff Recommendation: Staff recommends approving as presented under the consent agenda on June 26th.

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

Memo

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

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

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

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

Thank you,

Carey Saffelle
Director
Department of Energy Services
Town of Front Royal

Quotation

4/24/2023

To:

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

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

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

Quotation

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

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

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

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

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

Memo

To: The Purchasing Department

From: Carey Saffelle, Director of Energy Services

Date: May 30th, 2023

Re: Econolite – Sole Source

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

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Energy Services

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

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

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

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

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

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

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

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

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

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

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

Published prices **Negotiated cost**

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

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

Verification by Department Head: _____
Signature

Regular Work Session Agenda Statement

Item # 05C

Meeting Date: June 12, 2023

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

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

The Town has exclusively used Econolite for its traffic signals for over twenty years. All fifteen intersections are outfitted with Econolite equipment. The parts required for any necessary repairs must be purchased directly from Econolite as their equipment is unique to them and the parts are not interchangeable.

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

Staff Recommendation: Staff recommends approving as presented under the consent agenda for June 26th.

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

Memo

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

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

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

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

Thank you,

Carey Saffelle
Director
Department of Energy Services
Town of Front Royal

Quotation

5/3/2023

To:

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

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

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

Quotation

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

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

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

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

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

Memo

To: The Purchasing Department

From: Carey Saffelle, Director of Energy Services

Date: May 30th, 2023

Re: Econolite – Sole Source

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

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Energy Services

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

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

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

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

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

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

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

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

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

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

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

Published prices **Negotiated cost**

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

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

Verification by Department Head: _____
Signature

Regular **Work Session Agenda Statement**

Item # 05D

Meeting Date: June 12, 2023

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

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

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

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

Staff Recommendation: Staff recommends approving as presented under the consent agenda on June 26th

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

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

June 5th, 2023

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

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

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

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

Budget code – 9601-R47001 – Machinery & Equipment

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

Thanks,

Matthew McDunn
Water Treatment Plant Assistant Manager
Town of Front Royal

Quotation

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

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

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

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

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

Customer Account Number : 025712

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

PRICING QUOTATION

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

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

TERMS OF SALE

Freight: Collect And Paid By Customer NHF

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

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

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

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

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

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

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

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

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

HACH COMPANY

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

Purchase Orders
PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

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

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

Remittance
2207 Collections Center Drive
Chicago, IL 60693

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

Be Right™

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service

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

www.hach.com/service-contracts

Pick&Ship™

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

www.Hach.com/pickandship

Technical Support

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

www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

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

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

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

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

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

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

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

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

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

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

SALES TAX

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

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

The Sole Authorized Manufacturer

April 24, 2023

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

Customer Account Number: 025712

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

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

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

Thank you.

SOLE SOURCE JUSTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

Published prices **(Negotiated cost)**

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

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

Verification by Department Head: _____
Signature

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

The Sole Authorized Manufacturer

April 24, 2023

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

Customer Account Number: 025712

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

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

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

Thank you.

Regular Work Session Agenda Statement

Item # 05E

Meeting Date: June 12, 2023

Agenda Item: Receive Donation of Used Tasers from Loudoun County Sheriff's Office

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

The Police Department has cut a lease program for Taser Less Lethal weapons from its budget the past two (2) years. Currently there are six (6) functional Tasers in the department. The Loudoun County Sheriff's Office has recently upgraded their Less Lethal weapons and has offered to donate (42) of their used weapons to the Front Royal Police Department at no charge. This will allow the Police Department to issue Tasers to each sworn officer and have a couple in reserve. The make and model of the weapons are the same as the weapons that are currently being used so no additional training will be needed.

Budget/Funding: No impact to existing budget

Staff Recommendation: Staff recommends that Council allow receipt of the donation as presented and placed under the consent agenda at the June 26th meeting.

Regular **Work Session Agenda Statement**

Item # 05F

Meeting Date: June 12, 2023

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

Summary: Council is requested to approve the receipt of a donation of (5) Police Bicycles to replace old Police Bicycles

The Police Department currently has (3) Gary Fisher Police Mountain bikes that are over 20 years old, two of which are currently in need of repair. We have (6) certified Police Cyclists at the Front Royal Police Department. The Winchester Police Department has recently upgraded their fleet of Police Bicycles and is offering (1) Cannondale and (4) Trek Police Mountain Bicycles to the Front Royal Police Department. These bicycles are roughly 10 years old and in good repair.

Budget/Funding: No impact to existing budget.

Staff Recommendation: Staff recommends allowing receipt of the donation as presented under the consent agenda of June 26th

Regular Work Session Agenda Statement

Item # 06

Meeting Date: June 12, 2023

CLOSED MEETING

Motion to go into Closed Meeting

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes]

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

> pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, Town Attorney

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.