



TOWN COUNCIL REGULAR MEETING

TUESDAY, MAY 28, 2024 @ 7:00pm

Warren County Government Center

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

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES – *I move that Council approve the Council Meeting minutes of Special Meeting April 18th, Regular Meeting April 22nd, Joint Work Session with Planning Commission April 29th and Regular Work Sessions of May 6th and May 13th, 2024, as presented.*
5. ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS
[Unanimous vote is required to add/delete Items. Added will be placed as the last item under Business Items.]
6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS
 - A. Award of Town Scholarships
 - B. Proclamation for Front Royal Federal Credit Union
 - C. Proclamation for Stokes General Store
7. PUBLIC HEARINGS
 - A. Special Use Permit for Short-Term Rental at 1400 Old Winchester Pike
 - B. Special Use Permit for Short-Term Rental at 331 Kerfoot Avenue
 - C. Special Use Permit for Ground Floor Dwelling at 519 Short Street
 - D. Special Use Permit for Ground Floor Dwelling at 514 S. Royal Avenue
 - E. Special Use Permit for Ground Floor Dwelling at 512 S. Royal Avenue
 - F. Ordinance to Amend Town Code Chapter 66 Animals Generally to Remove Contradictory Language Currently in Town Code Chapter 175 Zoning
8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS
9. REPORTS
 - A. Report of Town Manager
 - B. Report of Councilmembers
 - C. Report of the Mayor
10. CONSENT AGENDA ITEMS - *I move that Council approve the Consent Agenda as presented.*
 - A. FY24 Budget Amendment to Receive Funds for Electric Pole Stock Replacement
 - B. FY24 Budget Amendment for Financing & Purchase of Single Axle Vac Truck
 - C. FY2023-2024 Write Off for Bad Debt
 - D. Appointments to the Planning Commission
11. Business Items –
 - A. Request to Waive the Sidewalk Requirement for 831 W. 16th Street
 - B. Town Manager Contract Renewal
12. Closed Session
13. Adjourn



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

Moment of Silence

Pledge of Allegiance led by Jaden Matthiae

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Vice Mayor R. Wayne Sealock
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilwoman Melissa DeDomenico-Payne
Councilman Glenn E. Wood

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

APPROVAL OF MINUTES – Councilwoman Morris moved seconded by Vice Mayor Sealock that Council approve the Regular Meeting Minutes of March 25, 2024, and Work Session Minutes of April 1 and 8, 2024 as presented.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS – N/A

RECOGNITIONS/AWARDS/REPORTS

A. Proclamation for Arbor Day

~~B. Proclamation for Reaching Out Now – SAFE AT HOME – The Un4gettable Series Mental Health Awareness Day – REMOVED PER REQUESTER~~

C. Proclamation for Public Works Week

D. Proclamation for Administrative Professionals Day

E. Proclamation for National Public Safety Telecommunicators Week

F. Proclamation for Municipal Clerk's Week

Mayor Cockrell read all the proclamations.

PUBLIC HEARING

A. Adoption of the 2024 Real Estate and Personal Property Tax Rates

Mayor Cockrell opened the public hearing. Since there were no speakers, the Mayor closed the hearing.

Councilman Rappaport moved seconded by Vice Mayor Sealock that Council adopt the 2024 real estate and personal property tax rates as presented: the real estate tax rate at \$0.10 per \$100 assessed value, which represents no increase from the 2023 tax rate; the personal property tax rate at \$0.64 per \$100 assessed value, which represents no increase over the 2023 tax rate; the personal property tax relief rate (PPTR) of 42% of value on the first \$20,000 of assessed value for qualifying vehicles with an assessed value greater



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than \$1,000; and a personal property tax relief rate of 100% for qualifying vehicles with an assessed value of \$1,000 or less, pursuant to Virginia Code §58.1-3524.

Councilwoman Morris noted that a lot was taken into consideration on what needed to be completed this fiscal year with no increase in taxes and thanked staff for their efforts. Councilman Ingram and Mayor Cockrell agreed.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

B. Ordinance Amendments to Town Code Chapter 134 to Increase Sanitary Sewer Service Rates

Mayor Cockrell opened the public hearing. Since there were no speakers, the Mayor closed the hearing.

Councilwoman Morris moved seconded by Councilman Ingram that Council approve an ordinance amendment to Town Code Chapter 134-22.1 and 134-22.4 to increase sanitary sewer rates as presented, and effective July 1, 2024.

Councilwoman Morris noted that the increase was ongoing for several years.

Councilman Rappaport stated that infrastructure ages at some point explaining that to recover costs in materials and labor for repairs, rate increases are needed.

Councilman Wood mentioned the compliances required from the federal and state governments to update equipment. He congratulated staff for doing a lot with very little.

Councilman Ingram noted that the increase was a gradual over the years to lessen the burden.

Mayor Cockrell confirmed that this was the 5th year of a 5-year increase.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

C. Annual Appropriation Ordinance for Year July 1, 2024 to June 30, 2025

Mayor Cockrell opened the public hearing. Since there were no speakers, the Mayor closed the hearing.

Councilman Rappaport moved seconded by Councilwoman Morris that Council adopt the Annual Appropriation Ordinance for year July 1, 2024 to June 30, 2025, as presented.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL



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

D. Ordinance Amend. to Town Code Chapter 134 Extension Moratorium Areas to Add W. Criser Road Parcel
Mayor Cockrell opened the public hearing. Since there were no speakers, the Mayor closed the hearing.

Councilwoman DeDomenico-Payne moved seconded by Councilman Wood that Council approve an amendment to Chapter 134-1.D. Extension Moratorium Areas to add a W. Criser Road parcel consisting of 8.4769 acres (Tax Map ID# 28 128), on November 9, 2023, as presented.

Mayor Cockrell questioned if there was no water capacity. Town Attorney George Sonnett stated that outside Town limits water and sewer was based on excess capacity; therefore, preference would be given to those inside the Town limits. He noted that there would be a provision for this in the contract with the property owners, which was 11B on the agenda tonight.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

Tom Sayre, 835 Shenandoah Shores Road, stated allegations on past litigation. Councilwoman Morris stated a point of order. Mr. Sonnett advised the Mayor and Council to not respond since the settlement was confidential.

REPORTS

A. Town Manager Report – Mr. Waltz gave the following report:

Thank you, Mayor, First, I wanted to remind citizens that we are picking up yard waste now on Wednesdays through the end of the year. Second, we will be conducting water hydrant flushing over the next several weeks around Town. The hydrant flushing is an important preventative maintenance activity that helps to ensure the integrity of the water system and to provide the highest quality water to our citizens. More specifically, hydrant flushing serves the following purposes:

-Flushes sediments from water main pipes, thus enhancing water quality.

-Verifies that fire hydrants are working properly, and that ample water flow is available for firefighting needs.

-Aids in determining weaknesses in water pipes and related fittings and valves. We normally flush hydrants twice a year but last year we did not conduct flushing because of water conservation.

Pine Knoll Construction will have a lane closure in place on N. Royal Ave between Commerce Ave and W. 14th St to remove/replace curb and sidewalk. Northbound traffic will have to merge left on Royal Avenue on April 22-26, 2024, between 9am and 3pm. Signs and arrow boards will be in place to direct traffic. Motorists are asked to use caution while driving in this area and be aware of crews working. Lastly, I would like to thank all the town employees who supported the Lone Pine Day event yesterday, your preparation and work behind the scenes made for a great festival as always. ---That concludes my report tonight, Mayor

B. Town Council Reports

Councilman Ingram reminded citizens that May was festival month including Family Fun Day and Wine/Craft Festival.

Vice Mayor Sealock attended the Advisory Committee of Environmental Sustainability (ACES) meeting.



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Councilman Wood attended the ACES stakeholders meeting noting that the Front Royal trolley would begin their season of transporting hikers. He also attended Lone Pine Day. He stated that the Warren County Rotary's project to plant trees at Commerce Avenue/John Marshall Highway was complete. Mr. Wood concluded with recognizing Planning Commission Chairman Connie Marshner's new published book "The Monastery and High Cross: The Forgotten Eastern Roots of Irish Christianity".

Councilwoman DeDomenico-Payne offered peace and blessings to those honoring Passover this week. She attended the Liaison Committee meeting. She thanked Rotary and other organizations for beautifying the community. Mrs. DeDomenico-Payne reflected on the proclamations read tonight and how important it was to identify those individuals who worked behind the scenes.

Councilman Rappaport attended the Arbor Day Celebration, the Liaison Committee Meeting and the Warren County Educational Endowment 1st Annual Grant Showcase celebrating former Mayor John Marlow's legacy.

C. Report of the Mayor – Mayor Cockrell attended the following: 1) Warren County Educational Endowment 1st Annual Grant Showcase celebrating former Mayor John Marlow's legacy; 2) Warren County Drug Court Advisory Committee (renamed Warren County Recovery Court Advisory Committee); 3) Liaison Committee Meeting; 4) Lone Pine Day (Earth Day); and 5) Special Called Meeting that approved the giving away of trees on Lone Pine Day. She gave an invitation to a Rotary event happening on Friday night where inflatable horses would be racing up and down Main Street.

CONSENT AGENDA ITEMS

A. ACES Appalachian Trail Head Project Funding Request

Council approved \$8,200 for a Trail Corridor Analysis and Feasibility Study for a new trail joining the Town to the Appalachian Junction at Chester Gap, as requested from the Town's Advisory Committee for Environmental Sustainability (ACES), conditioned upon ACES obtaining the necessary quotes for procurement.

B. 2024 VML Policy Committee Nominations

Council approved the following VML Policy Committee Nominations

Community and Economic Development – Councilwoman Morris and Director of Community Development/Tourism Lizi Lewis; Finance – Councilman Wood and Finance Director BJ Wilson; General Laws – Vice Mayor Sealock and Town Attorney George Sonnett; Human Development & Education – Councilwoman DeDomenico-Payne and Town Manager Joe Waltz; Infrastructure (Transportation & Environmental/Natural Resources) – Councilman Rappaport and Director of Public Works Robbie Boyer

C. Recommendation of Appointment to the Board of Zoning Appeals (BZA)

Council recommended Cody Taylor to the Judge of the Warren County Circuit Court for appointment to the Board of Zoning Appeals (BZA) to a five-year term ending May 1, 2029.

Councilwoman Morris moved second by Vice Mayor Sealock that Council approve the Consent Agenda as presented.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL



BUSINESS ITEMS

A. Adopt an Ordinance Conditionally Approving the Vacation and Sale Request from Property Connection LLC of Approximately 3,390 Square Feet of E. 7th Street at its Intersection with Kibler Street and Abutting 225 E. 7th Street

Councilman Rappaport moved seconded by Councilwoman Morris that Council adopt an ordinance conditionally approving the vacation and sale request from the applicant (Property Connection, LLC), as presented.

Councilman Wood voiced concern that an adjacent property owner was still using the street. Mayor Cockrell reminded Council that all property owners were notified of the public hearing and had the opportunity to voice their concerns.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

B. Out of Town Utility Connection Contract with the Catholic Diocese of Arlington on W. Criser Road

Councilwoman DeDomenico-Payne moved seconded by Councilwoman Morris that Council approve a contract with the Catholic Diocese of Arlington for out-of-town water and sewer connection. I further move that Council direct the Town Manager and Town Attorney to execute the necessary documents.

Councilman Wood voiced his disappointment that the installation of a sidewalk was not included in the project. Councilwoman Morris advised that third party infrastructure was involved in the installation of sidewalks therefore the cost would have been more than the \$125,000 the church offered. Mr. Wood disagreed and stated that the Town was missing out on an opportunity to build sidewalks.

Mayor Cockrell confirmed the \$125,000 offer from the church was in lieu of in-town water and sewer rates creating an issue with the Town's general and enterprise funds. Mr. Waltz confirmed that the sidewalk project would have cost more than \$125,000.

Councilman Rappaport stated that he was happy that the Council was "at the end of the road" on this project and the sidewalk would be put aside.

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Meeting adjourned approximately 8:19pm.

Approved by Town Council

Date: _____



Town Council Special Meeting Minutes of 4/18/24

Warren County Government Center- Caucus Room | 5:30 PM

The following minutes are a summary of items on the agenda.

CALL TO ORDER: Mayor Cockrell called the Town Council Special Meeting to order at 5:30pm.

APPOINT CLERK: Councilman Rappaport moved seconded by Councilwoman Morris that Council appoint Hillary Wilfong as clerk pro tempore for tonight's special meeting April 18, 2024.

Vote: Yes – Councilmembers Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – Sealock, Ingram

Abstain – N/A

ROLL CALL

ROLL CALL BY MAYOR COCKRELL

PRESENT: Mayor Lori A. Cockrell
Vice Mayor R. Wayne Sealock -ABSENT
Councilman Joshua L. Ingram- ABSENT
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilwoman Melissa DeDomenico-Payne
Councilman Glenn E. Wood

ROLL CALL BY TEMPORARY CLERK

PRESENT: Mayor Lori A. Cockrell
Vice Mayor R. Wayne Sealock -ABSENT
Councilman Joshua L. Ingram- ABSENT
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilwoman Melissa DeDomenico-Payne
Councilman Glenn E. Wood

OTHERS PRESENT: Town Manager Joseph E. Waltz

Earth Day Free Plant Give Away from Advisory Committee for Environmental Suitability (A.C.E.S.) Council is requested to approve allowing the A.C.E.S. to give away trees, with an estimated value of \$6,218.75 with a \$1,000 delivery fee, for an Earth Day event on Sunday, April 21, 2024, named Lone Pine Day.

Councilman Wood moved seconded by Councilwoman Morris that Council allow the Advisory Committee for Environmental Sustainability (A.C.E.S.) to give away trees purchased by the Town of Front Royal with an estimated value of \$7,218.75.

Vote: Yes – Councilmembers Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – Sealock, Ingram

Abstain – N/A

ROLL CALL

Meeting adjourned at approximately 5:35pm.

Approved by Town Council

Date: _____



Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor R. Wayne Sealock
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilwoman Melissa DeDomenico-Payne
Councilman Glenn E. Wood

OTHERS PRESENT: Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Various members of the staff and public

ABSENT: Town Manager Joseph E. Waltz

Items Slated for Public Hearings on Tuesday, May 28th

Director of Planning Lauren Kopishke showed a PowerPoint of the following items:

A. Special Use Permit for Short-Term Rental at 1400 Old Winchester Pike for Karen Reynoso – Ms. Kopishke explained that the applicant intended to rent the whole house with three (3) bedrooms and no more than six (6) occupants at one time. After staff inspection it was found to be in full compliance with the Town Code and off-street parking was available. It was confirmed that it was not owner occupied. Councilman Rappaport voiced concern of the steep drop-off to one side of the house. While it was suggested it could be added as a condition, Town Attorney George Sonnett advised that Council should discuss this during the public hearing with the applicant if possible and then consider adding the condition as opposed to a consensus tonight. Vice Mayor Sealock voiced concern that the phone number for Fire/Rescue was incorrect and asked that staff advise the applicant to revise it to the Sheriff's Office phone number (540-635-4128). Council agreed to advertise for a public hearing on May 28th.

B. Special Use Permit for Short-Term Rental at 331 Kerfoot Avenue for Chris King-Archer – Ms. Kopishke explained that the applicant intended to rent the whole house that includes four (4) bedrooms with no more than eight (8) occupants at one time. She noted that the property did not have adequate off-street parking, therefore, it is conditioned that the applicant must provide off-street parking to accommodate four (4) spaces to be inspected by staff prior to issuance of the Special Use Permit. It was mentioned that at the most recent joint meeting with the Planning Commission it was discussed removing parking requirements but then realized until the Town Code was revised Mr. Sonnett reminded Council of the special exception. It was noted that the applicant checked the box as "primary residence". Deputy Zoning Director/Town Planner I John Ware explained that the applicant's intent was to use the house as a short-term rental on weekends, while traveling and vacation. The other times he would be living there. Council agreed to advertise for a public hearing on May 28th.

C. Special Use Permit for Ground Floor Dwelling at 519 Short Street for Short Street Properties LLC – Ms. Kopishke explained that the property was being considered as a ground floor dwelling due to its location in the commercial district. The neighborhood was primarily used as residential units despite being zoned commercial. The owner would like to see the structure revert to residential but due to fire damage, it had not been used as a dwelling for more than two years. If a legally nonconforming use has been discontinued it must be brought into compliance with the current code. Councilwoman DeDomenico-Payne questioned a timeline to have all the renovations and repairs completed. Mr. Sonnett stated that a time limit could be



a condition since the Town's Zoning Ordinance did not address it. There were questions as to why the applicant was asking for the Special Use Permit now when there was a lot of work to be done. Ms. Kopishke explained that the applicant did not want to go ahead with the renovations and repairs on a "maybe". While the timeline seemed like a good idea, Mr. Sonnett recommended that Council discuss it as a condition at the public hearing. Council agreed to advertise for a public hearing on May 28th.

D. Special Use Permit for Ground Floor Dwelling at 514 S. Royal Avenue for Edwin Wright – Ms. Kopishke explained that there would be two units, one accessed from the front with two floors and the second unit would be accessed from the back with one floor. She noted that it is conditioned that the applicant must provide adequate off-street parking. It was confirmed that there will be gravel up to the back door. Council agreed to advertise for a public hearing on May 28th.

E. Special Use Permit for Ground Floor Dwelling at 512 S. Royal Avenue for Edwin Wright – Ms. Kopishke explained that there would be two units, one accessed from the top and one accessed from the bottom. Five (5) parking spaces have been submitted but only four was needed. Council agreed to advertise for a public hearing on May 28th.

F. Special Use Permit to Convert Motel into a 39-Unit Apartment Building at 10 Commerce Avenue for CCC Enterprises LLC of VA – Ms. Kopishke explained the applicant was requesting to convert a three (3) story motel [Baymont] into a 39-unit apartment building with proposed unit breakdown of (24) one bedrooms; (3) one bedrooms with a den and (12) two bedrooms approximately 600 square feet each. She showed renderings of the proposed apartment interior, laundry facility, and exterior. It was noted that the current restaurant on site would stay since it was a separate use. The banquet room on site was proposed only for the residents. There was much discussion regarding rental costs noting several factors: elderly, physically challenged, Section 8 vouchers, workforce housing, utilities included or not included with the rent, low income, affordable housing, young professionals, and median income to name a few. There was concerns that the lodging tax would be impacted and asked staff to provide those numbers.

Councilwoman Morris suggested that the public hearing be delayed for Council to ask more questions of staff and to allow members of Council to tour the facility and talk to the owner.

Councilman Rappaport advised that he researched what Roanoke had done and agreed to send the website to everyone.

There was continued discussion on motel versus apartment building and the visitors and tenants they could draw or not as well as the price point for locals.

Council agreed to add to the June 3rd work session for continued discussion.

G. Special Exception to Reduce Parking at 10 Commerce Avenue for CCC Enterprises LLC of VA – Ms. Kopishke explained that the applicant is requesting to reduce the required parking space size from 10' x 20' to 9' x 18' and a reduction of the required parking area setback of 30 feet from the property lines. She further explained that the reduction in parking setbacks and space size will permit the applicant to use the existing parking lot with minimal reconstruction. She advised that there was sufficient space to accommodate two vehicles per unit. There are currently 78 spaces. She advised that the Comprehensive Plan supported the renovation and rehabilitation of these properties. After a brief discussion Mr. Sonnet



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noted that if Item "F" did not go forward then item "G" did not go forward, stating that "G" is a condition of "F". Council agreed to bring back to the June 3rd work session.

New Business and/or Consent Agenda Item for Tuesday, May 28th

A. Request for a Sidewalk Waiver on 16th Street for Aaron Hike – Ms. Kopishke explained that the applicant wants to construct a single-family home at 831 W. 16th Street and was asking Council to waive the sidewalk requirement. The primary reason for the waiver was lack of sidewalks along W. 16th Street. She stated that the sidewalk was not necessary for the purpose of stormwater management. Council agreed that it was a sidewalk to "nowhere". The discussion continued more on the aesthetics and safety for pedestrians with concerns of maybe the installation of the sidewalk would disturb the curb/gutter already installed along the property. Council agreed to add it to the May 28th agenda.

CLOSED MEETING

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

- 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically the Planning Commission; and,*
- 2) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, contracting for solid waste disposal.*

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

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

Vote: Yes – Councilmembers Sealock, Ingram, Morris, Rappaport, DeDomenico-Payne, Wood

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Adjourned approximately 9:18pm

Approved by Town Council

Date: -----



PROCLAMATION CELEBRATING 75 YEARS

WHEREAS, Front Royal Federal Credit Union was established on March 7, 1949, to serve the employees of the American Viscose Corporation, Textile Workers Union American Local #371, and their families; and

WHEREAS, the credit union has consistently demonstrated its commitment to the community by expanding its charter in 1977 to include all residents and employees of Warren County, VA; and

WHEREAS, Front Royal Federal Credit Union further enhanced member convenience by opening its South Street Branch in July 2004; and

WHEREAS, the credit union continued its growth by expanding its field of membership in 2006 to encompass individuals residing, worshipping, attending school, or working within Warren County; and

WHEREAS, Front Royal Federal Credit Union currently operates two branches staffed by dedicated employees committed to exceptional service; and

WHEREAS, the credit union celebrates its 75th anniversary in 2024, reflecting on its rich history and looking forward to serving the community's financial needs;

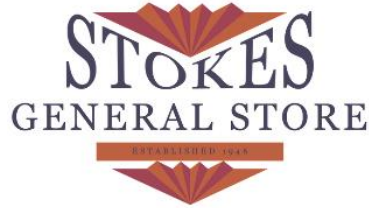
NOW THEREFORE BE IT RESOLVED, the Mayor and Town Council do hereby proclaim that *Front Royal Federal Credit Union* celebrated 75 years of business in the Town of Front Royal on March 7, 2024.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council



PROCLAMATION CELEBRATING 78 YEARS

WHEREAS, Alvin Stokes decided to open a general store in a former blacksmith shop, during the dark days of World War II amidst rationing and shortages; and,

WHEREAS, the present building located at 533 E. Main Street was erected in 1946 where military supplies, gas cans and boots were sold along with a moving company and storage facility; and,

WHEREAS, three generations has owned Stokes General Store selling items and work wear for the “working man” including a large selection of boots with their biggest draw being a large wheel of sharp cheddar cheese; and,

NOW THEREFORE BE IT RESOLVED, the Mayor and Town Council do hereby proclaim that *Stokes General Store* celebrates 78 years of business in the Town of Front Royal and at the same location since 1946 at 533 E. Main Street.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 07A

Agenda Item: PUBLIC HEARING - Special Use Permit for Short-Term Rental at 1400 Old Winchester Pike

Summary: Council is requested to consider a Special Use Permit application submitted by Karen Reynoso for a Short-Term Rental at 1400 Old Winchester Pike (tap map #20A12-8-3). The applicant intends to rent the whole house with three (3) bedrooms and no more than six (6) occupants at a time. Staff conducted an inspection on March 27, 2024, and found it to be in full compliance with the Town Code. Off-street parking is available and sufficient for the expansion of use. The property is zoned R-2, Residential District.

Budget/Funding: N/A

Meetings: Work Session held May 6, 2024

Proposed Motions:

- 1) I move that Council approve a Special Use Permit application submitted by Karen Reynoso for a Short-Term Rental at 1400 Old Winchester Pike (tap map #20A12-8-3).
- 2) I move that Council deny a Special Use Permit application submitted by Karen Reynoso for a Short-Term Rental located at 1400 Old Winchester Pike (tap map #20A12-8-3).

Moved _____ *Seconded* _____

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

PUBLIC HEARING

**2400193 - SPECIAL USE PERMIT
FOR A SHORT-TERM RENTAL**

1400 OLD WINCHESTER PIKE



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
April 17, 2024**

APPLICATION #:

2400193

APPLICANT:

Karen Reynoso

APPLICATION SUMMARY:

A Special Use Permit application has been submitted for a Short-Term Rental located at 1400 Old Winchester Pike. The applicant intends to rent the house as a whole with three (3) bedrooms and no more than six (6) occupants at a time. Staff conducted an inspection on March 27, 2024 and found it to be in full compliance with the Town Code. Off-street parking is available and sufficient for this expansion of use.

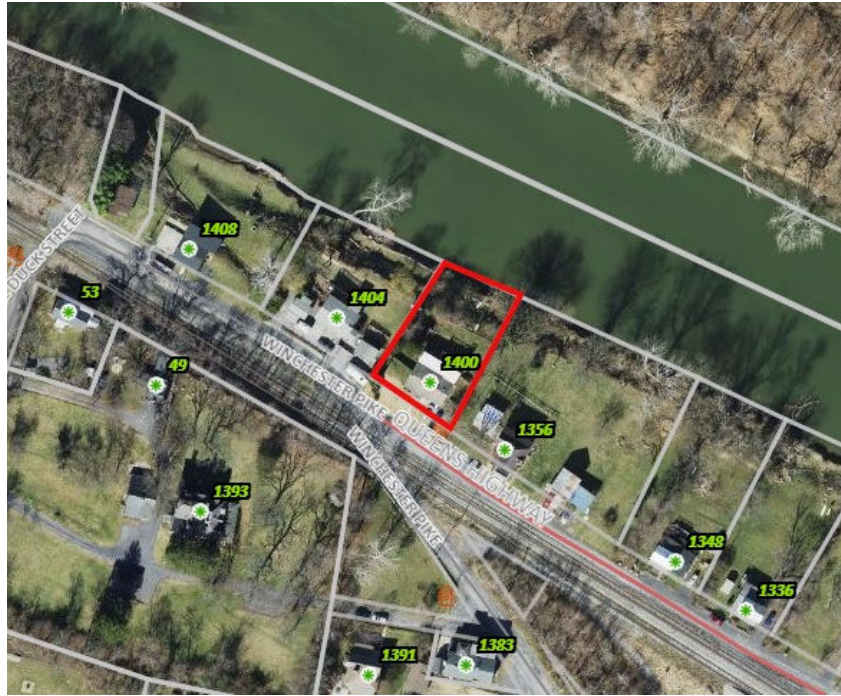
GENERAL INFORMATION:

<i>Site Addresses</i>	1400 Old Winchester Pike
<i>Owner(s)</i>	Cabin Nation LLC
<i>Zoning District</i>	R-2, Residential District
<i>Historic District</i>	No
<i>Tax Identification</i>	Tax Map #20A12-8-3
<i>Request</i>	The Applicant is requesting to rent three (3) bedrooms and no more than six (6) occupants at a time.

View of Front Elevation – 1400 Old Winchester Pike



Aerial Map (Warren County GIS)



Aerial Zoning Map (Warren County GIS)



STAFF RECOMMENDATION:

Staff recommends approval with no additional conditions.

ATTACHMENTS: Application and supporting documents.

2400193



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

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

RECEIVED
MAR 07 2024
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

SPECIAL USE PERMIT REQUEST FOR SHORT TERM RENTAL

APPLICANT:

NAME: Karen Reynoso PHONE: 571-230-4167
ADDRESS 2413 Ross St Alexandria VA 22306
E-MAIL karen@krownhomes.com

PROPERTY OWNER:

NAME: CABIN NATION
~~Unique Freedom LLC~~ PHONE: 571-230-4167
ADDRESS 2413 Ross St Alexandria VA 22306
E-MAIL karen@krownhomes.com

PROPERTY DESCRIPTION:

PROPERTY ADDRESS 1400 Old Winchester Pike, Front Royal, VA 22630
TAX MAP 20A12013 SECTION 8 BLOCK _____ LOT 3
SUBDIVISION NAME _____
ZONING DISTRICT R-2 ACREAGE .371
SPECIFIC SPECIAL USE PERMIT REQUEST SHORT TERM RENTAL

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

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

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

☒ Provide a map of area attractions

NOT APPLICABLE ☐ ~~Provide proof that notification to operate was sent to the HOA, if applicable.~~

☒ Complete management plan.

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

☒ Emergency dwelling evacuation diagram (posted in each bedroom)

☒ Application fee of \$400.00

Receipt # 1217 Date Paid 3/7/2024

IN CASE OF AN EMERGENCY

Revised 12/21/2022

If there is an emergency, or there are questions in regard to the property, please contact (owner) Karen Reynoso
at (phone number) 571-230-4167 or (property manager) _____
at (phone number) _____.

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

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

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

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

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

Emergency/afterhours 540-635-2111

OCCUPANCY

The Special Use Permit limits the occupancy for this short-term rental at 7/6 People and 4/3 Bedrooms. *KR*

NOISE

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

PARKING

Minimum available parking is 4 vehicle(s) in the driveway.

TRASH AND RECYCLING

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

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

Trash Receptacles located next to the carport. To be placed at the end of the driveway Tues/Wed and back to its designated location next to the carport all other days.

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

Trash Receptacles located next to the carport. To be placed at the end of the driveway Tues/Wed and back to its designated location next to the carport all other days.

CHECK-IN & CHECK-OUT

Revised 12/21/2022

Provide details

Check in at 4 pm and check out at 10 am. Will send access information the morning of check in. We have a coffee station with cream, sugar, teas, coffee, and small snacks. Please help yourself to anything you see. Please keep an eye on all guests and kids at all times. For check outs, please message us on your way out. 1) Remove all bed quilts, flat/fitted bed sheets and pillow covers from all the used beds and place them on the floor 2) Wash all dish-ware 3) Empty all trash cans and bins and place them in the bins next to the carport. 4) Lock door and shoot us a message on your way out.

WIFI/PHONE/ETC

Provide details for special amenities if available

WIFI Network: "Guest"
Password: No password needed.

SPECIFIC PROPERTY DETAILS

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

Please explore and utilize the property, be sure to stay within the fence lines and feel free to use anything inside the property. Kitchen is equipped with dishes, pots, pans, coffee maker, etc. Please return the thermostat to 72 degrees as much as possible. Linens & Towels provided.

AREA ATTRACTIONS

Provide a map of area attractions

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

SPECIFIC PROPERTY REGULATIONS

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

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

Quiet Hours: 7 pm to 9 am.
Gov't Issued ID Required for All Adult Guests, Must be 23 to rent.
No parties or events, No smoking, No commercial photography.
During your stay: 7 guests maximum.
Self check-in with lockbox - Access provided the morning of check in as long as IDs have been submitted.

As per 175-3

Revised 12/21/2022

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

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

Short-term rental:

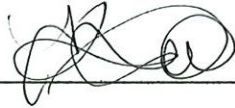
§ 175.151 Short-term rentals.

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

- A. The short-term rental owner of a dwelling unit to be used for a short-term rental shall apply for a Special Use Permit through the Department of Planning and Zoning and receive approval from Town Council prior to utilizing the dwelling unit as a short-term rental. Town Council may impose conditions necessary to mitigate adverse effects of the use on neighboring properties.
- B. The one-time application fee shall be \$400.00.
- C. Staff will conduct an inspection prior to the issuance of the Special Use Permit approval. Additional inspections will be conducted on a complaint basis to ensure compliance with the performance standards listed in this section, along with any additional conditions imposed by Town Council, if applicable.
- D. The maximum number of occupants in the dwelling unit shall be determined by the number of bedrooms; there shall be no more than two (2) adults per bedroom. However, the maximum number of occupants shall not exceed 10 people unless approved by Council.
- E. Parking for the use shall be located in driveways or other designated and approved parking areas.
- F. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- G. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the 2015 or 2018 Uniform Statewide Building Code (2018 Version required usage beginning July 1, 2022); and a carbon monoxide detector must be installed on each floor in every dwelling.
- H. The owner of the dwelling used for short-term rentals shall give the Town written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards upon a twenty-four-hour notice.
- I. A property management plan demonstrating how the short-term rental will be managed and how the impact on neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants and utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to Town staff, public safety officials and, if applicable, the HOA of the subdivision. The plan must be provided as part of the rental contract.

- J. If the property is located within a subdivision governed by a homeowners' association, the Planning Department must receive proof that a notification to operate the short-term rental was sent to the HOA.
- K. The owners of the rental shall provide an emergency evacuation plan for the dwelling and the neighborhood.
- L. A copy of Chapter 106 of the Town of Front Royal Code relative to noise must be provided at the short-term dwelling.
- M. All outdoor burning shall be in compliance with Chapter 78 of the Town of Front Royal Code.
- N. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation by the Zoning Administrator at any time.

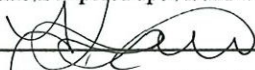
Property Owner's Signature: _____



CERTIFICATION:

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

Signature _____



Date _____

3/6/24

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

1400 Old Winchester Pike, Front Royal, VA

Written Consent for Town to Inspect Property for Compliances

DATE: March 6th, 2024

TO: Town of Front Royal
Department of Planning and Zoning

FROM: Karen Reynoso
Property Manager & Owner

Subject: Special Use Permit Authority to Inspect Property for Compliances

I am writing to provide full authorization to the Town of Front Royal to inspect 1400 Old Winchester Pike, Front Royal, VA 22630 for compliance for the Special Use Permit Request for Short Term Rental Application submitted.

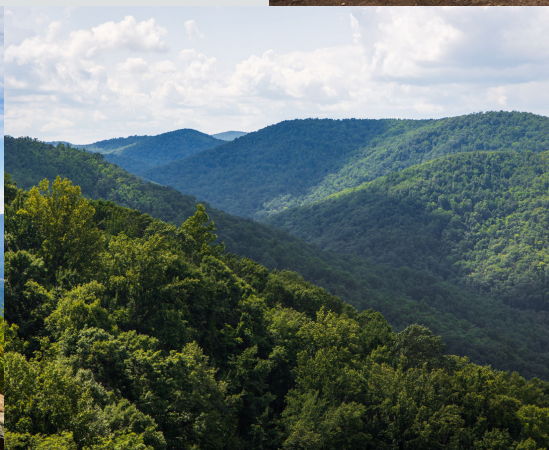
Please call or email me at any time to provide combination access code to the property.

Thank you for your time.

A handwritten signature in black ink, appearing to read 'Karen Reynoso', with a stylized flourish at the end.

Karen Reynoso
Cell: 571-230-4167
Email: karen@krownhomes.com

A PLACE OF GRACE



VIRGINIA
GETAWAYS

WELCOME TO OUR RIVER HOUSE WITH UNPARALLELED VIEWS

ABOUT THE PROPERTY

Welcome to our serene river house nestled along the tranquil shores of Front Royal, Virginia.

Experience a picturesque retreat where the beauty of nature meets the comforts of home.

Perched on a spacious lot with expansive river frontage, our charming abode offers unparalleled views that stretch from the living room to the dining area and kitchen. Bathed in natural light, this haven beckons you to unwind and soak in the breathtaking vistas that change with the rhythm of the river. Ideal for quiet getaways, our river house accommodates up to six guests in its cozy confines. With two full bathrooms, comfort and convenience are at your fingertips.

1400 Old Winchester Pike, Front Royal, VA

Welcome!

Accommodating up to six guests with two full bathrooms, our river house is designed for both relaxation and adventure. You will be delighted with the spacious backyard views, all while seeking respite from the daily grind will find solace in the peaceful ambiance.

As you reconnect with nature, stay connected with the modern world thanks to complimentary Xfinity WiFi.

Discover the charm of downtown Front Royal, venture into the Shenandoah National Park, or embark on a scenic hike along the Appalachian Trail. From wine tastings at local vineyards to kayaking adventures on the river, there's something for everyone to enjoy.

Experience the perfect blend of relaxation and adventure at our riverside retreat.

wifi information

Network: GUEST/OPEN

Password: NO PASSWORD NEEDED



HOST & PROPERTY MANAGER CONTACT INFO

Phone: 571-230-4167

Email: karen@krownhomes.com

- Superhost/Premierehost
- 233+ Reviews
- 4.91 Avg. Review Ratings
- Languages: English, Spanish
- Response time: 1 hour
- Response rate: 100%

Communication:

Our philosophy is to let our guests guide the amount of interaction that is wanted. So whether it is a remote or self check in or if you want recommendations on our favorite things to do in town, please reach out! We tend to unplug around 8 pm so you may see slightly slower response, but all other times we aim to reach a response time of less than 1 hour.

emergencies

If there is an emergency, please contact local authorities, 911 or non-emergency (540) 635-2111.

If it is an emergency related to the property, contact Karen at (571) 230-4167.

Otherwise, please contact the host through the site you booked your stay with through their messaging system.

Please contact the property manager for immediate response to complaints, clean up garbage, manage unruly guests, utility issues, etc.

HOST & PROPERTY MANAGER CONTACT INFO

Phone: 571-230-4167

Email: karen@krownhomes.com



EMERGENCY INFO

Front Royal Police Department: 540-635-2111 or 911, 900 Monroe Ave, Front Royal, VA 22360

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

Warren Memorial Hospital: 540-636-0300 or 911, 351 Valley Health Way, Front Royal, VA 22360

Electrical Outage: 540-635-3027, 1101 Manassas Ave, Front Royal, VA 22360.



In case of an emergency:

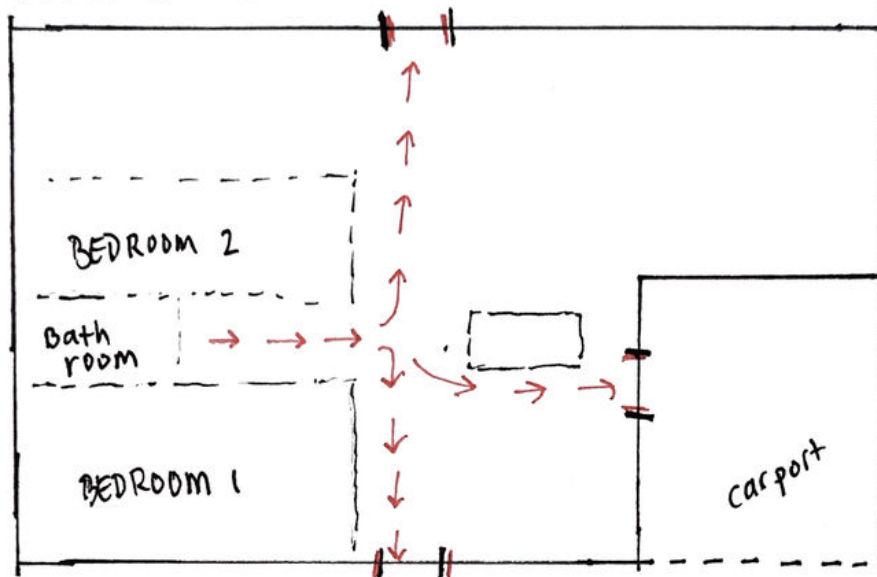
- Carefully review exit routes, located in each bedroom and on the next page.
- Stop what you are doing and leave the building immediately, closing doors behind you if you are the last person and if it is safe to do so

Area primary shelters:

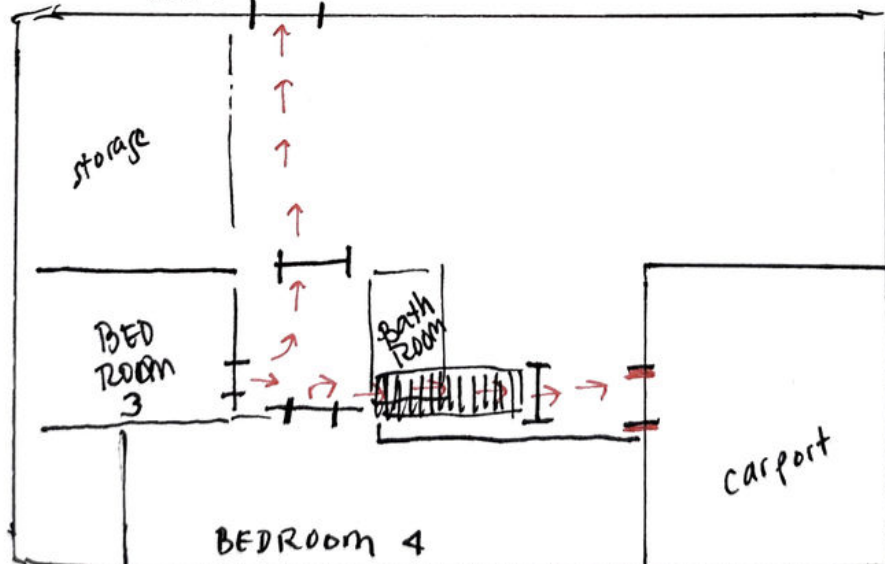
- Skyline High School, 151 Skyline Vista Dr, Front Royal, VA 22630
- Warren County Middle School, 522 Heritage Drive, Front Royal, VA 22630
- South Warren Fire Dept., 3330 Stonewall Jackson Hwy, Front Royal, VA 22630

emergencies

MAIN LEVEL



BASEMENT





FOOD & DRINK:

- Melting Pot Pizza
- Knotty Pine Restaurant
- The Apple House
- Try Thai
- Royal Spice (Indian)
- Anthony's Pizza
- Osteria Maria (Italian)
- Mikado Japanese Steakhouse
- Los Potrillos
- Pavement Smoking TapHouse
- L'Dee's Pancake House
- Melania's Gourmet

BAR & DRINK:

- Rapahannock Cellars
- Honey and Hops Meadery
- Vibrissa Brewery
- Virginia Beer Museum
- Soul Mountain Restaurant & Bar

TRANSPORTATION:

Front Royal is a small town with almost everything within some biking or walking distance. Please note that all roads in and around the Main Street are 25 MPH and the authorities are strict about it. Uber and rides shares take some time when available. Front Royal has a Trolley: <https://www.frontroyalva.com/753/Front-Royal-Trolley>

THINGS TO DO:

Front Royal is known for its proximity to nature, but also for some renown restaurants and activities. Some of the more famous activities include:

- Skyline Drive
- Museums
- Bike Riding Tours
- Luray Caverns
- Restaurants & Cafes
- Skyline Caverns
- River Adventures with Canoeing
- Kayaking and even rafting!

TOURIST ATTRACTIONS:

Wake up to coffee shops and bakeries in Front Royal that rival the best in the surrounding cities without the long lines.

After you explore the Blue Ridge Mountains, Shenandoah National Park, Shenandoah Valley, Skyline Drive, Luray Caverns or Skyline Caverns, relax at some of the best wineries, breweries, and bars Virginia has to offer.

These family owned restaurants provide a wide variety of home cooking you won't get in the city!

AMENITIES

- In-unit washer and dryer is located in the basement for your convenience
- Air conditioning & Heat in all rooms, bedrooms have ceiling fans
- Pets allowed, Fully Fenced Back Yard
- Fully equipped kitchen, refrigerator with ice maker and water dispenser,
- Ninja coffee maker, conduction stove, and complementary snacks, sugar and creamer and coffee
- 4K 50 Inch TV complete with Netflix, Disney+, and many more entertainment options
- Classic Sega, & Nintendo Game Cube for your careful use
- Dishwasher, Ninja Blender, Toaster, Air Fryer, Pots and Pans
- Back yard play set for kiddos

CHECK IN PROCEDURE

Check in is at 4:00 pm and we recommend that you try to check in before it gets dark.

The lockbox is provided on the carport corner post.

Access information has been provided to you during the booking confirmation.

Help yourself to any appliances, treats and coffee in the kitchen.

There is an option to check in early before 4 pm for \$50 with enough notice, this allows us to confirm that we are able to accommodate the time with our cleaning crews and turnover logistics.

Early and Late Check outs must be approved and cannot always be accommodated.

Reach out to me, the host, if anything is not to your liking and we will do everything we can to accommodate you to assure you have the best stay possible.



AMENITIES
& CHECK IN

CHECK OUT PROCEDURE

Check out is at 10 am.

Please message us as we have scheduled cleaners arriving following check out time.

If you could help us with some of the following it would help us tremendously! If not, no worries and we hope you enjoyed your time here.

- 1) Remove all bed quilts, flat/fitted bed sheets and pillow covers from all the used beds and place them on the floor
- 2) Wash all dish-ware and leave them on the drying rack
- 3) Empty all trash cans and bins and place them in the bins in the carport
- 4) Pick up and trash any waste or debris left on exterior of premises, deck, etc
- 5) Place all towels on the floor or in laundry room
- 6) Reset thermostat at 72 degrees
- 7) Lock door and shoot us a message on your way out

There is an option to check out late by 12 pm for \$50 with enough notice, this allows us to confirm that we are able to accommodate the time with our cleaning crews and turnover logistics.

Late Check outs must be approved in advanced before your stay and cannot always be accommodated.



CHECK
OUT

HOUSE RULES

A couple things to
remember



Pre-booking:

Before your booking begins, you will need to verify your details with us to complete your booking. You will be contacted via email and/or text to complete the verification.

You will also be given the choice between paying a refundable deposit or buying a non-refundable damage waiver. We suggest you buy the damage waiver as this protects you in case you cause accidental damage during a booking.

Check in process:

We offer self check-in with lockbox - Access provided the morning of check in as long as independent verification has been submitted.

Pets Allowed:

We do invite you to bring you furry companions on your getaway(dogs only), and we allow for 2 dogs at most per stay. There is a pet fee of \$45 per pet.

Please pick up after your pets waste on yard. Please do not allow pets on the furniture.

HOUSE RULES

A couple things to
remember



Noise:

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

Quiet Hours: 7 pm to 9 am.

Parties and Events:

There shall be no parties, events of unregistered gatherings over 6 individuals unless the host has approved. Feel free to contact the host about additional day guests.

Unregistered guests are not covered by the insurance and thus cannot be covered in case of physical injury or litigation.

Parking:

Minimum available parking is 4 vehicles in the driveway.



HOUSE RULES

A couple things to
remember



Trash and Recycling:

All trash and recycling shall be placed in container bins provided by the owner. The trash receptacle is located on the driveway.

Trash is collected on Tuesday mornings. Please place the container at the end of the driveway, on Tuesday mornings.

Occupancy:

No more than the authorized guest or max 6 guest count should be staying overnight. The special use permit limits the occupancy to 6 people and 3 bedrooms.

Smoking Indoors is Prohibited:

Includes cigarettes, vapes, hookahs, pens, bongs, pipes, etc.

Any smoking conducted indoors will require a penalty fee at the owner's discretion to cover cleaning.

Food & Drink:

No food or drinks on living room furniture or in the bedrooms.



NOTES:

1. NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.

2. PLAT REF.: D.B. 340 PG. 433

3. OWNER: BILLY F. THOMAS et ux
D.B. 340 PG. 430

4. TAX MAP REF.: 20A12 ((8)) 4

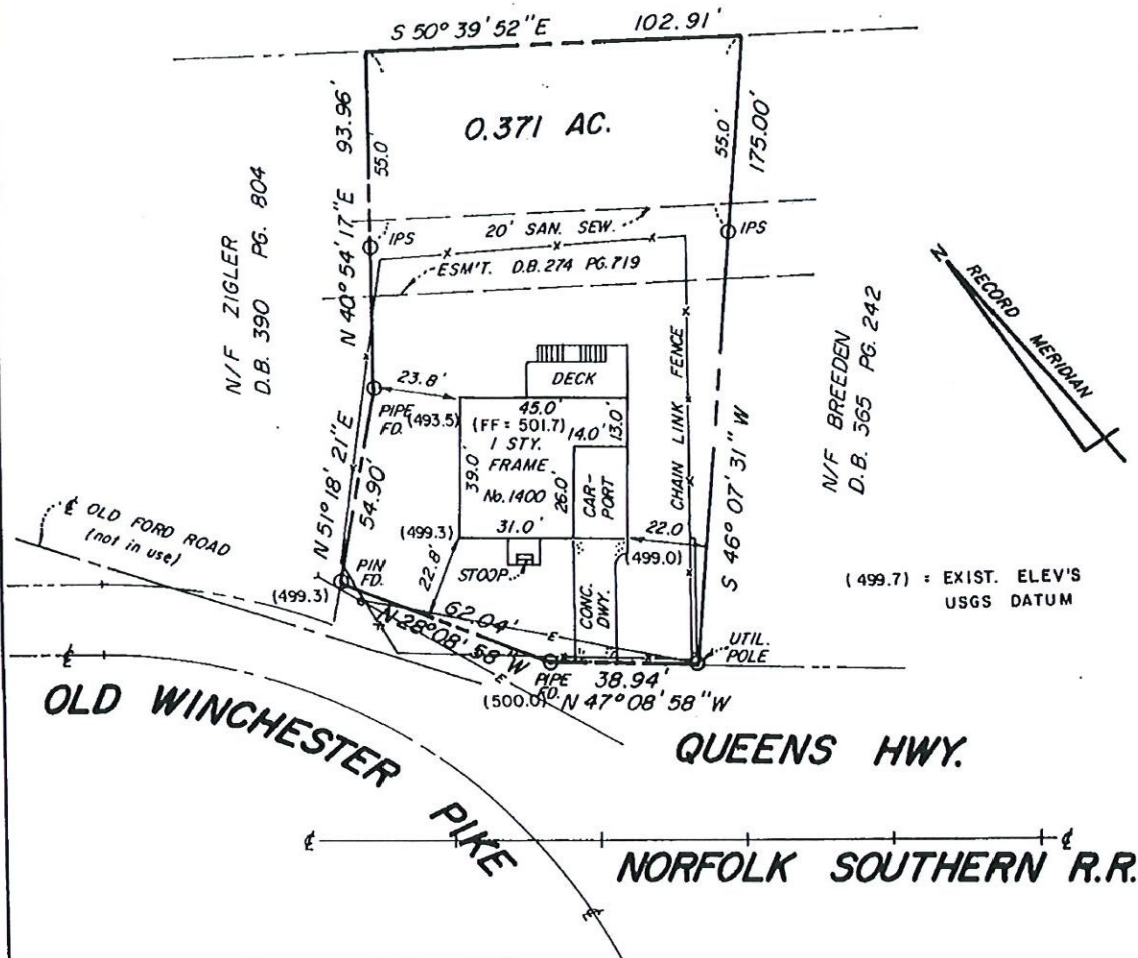
000064 JUN 20 5

THE PROPERTY SHOWN HEREON LIES WITHIN
ZONE AE, AN AREA OF 100-YR. FLOOD, AS
PER F.E.M.A. FIRM MAP No. 510167 0001B, DATED
JULY 15, 1988.

BASE FLOOD ELEVATION: 499.0

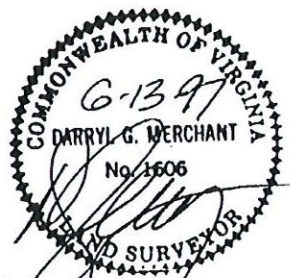
FIRST FLOOR OF HOUSE: 501.7

SHENANDOAH RIVER N. FORK



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THIS PROPERTY ON
THE GROUND; THAT THIS PLAT IS CORRECT TO THE BEST OF MY
KNOWLEDGE, INFORMATION AND BELIEF; AND THAT THERE ARE NO
ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES EXCEPT AS SHOWN.



Darryl G. Merchant
LICENSED LAND SURVEYOR
P.O. BOX 1508
FRONT ROYAL, VA. 22630
703-636-4949

HOUSE LOCATION SURVEY
THE LAND OF

**BILLY F. THOMAS and
ANN H. THOMAS**, Husband and wife

TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

DATE: 11 JUNE 1997
Revised: 13 JUNE 1997 add elev's.

SCALE: 1" = 40'



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 07B

Agenda Item: PUBLIC HEARING - Special Use Permit for Short-Term Rental at 331 Kerfoot Avenue

Summary: Council is requested to consider a Special Use Permit application submitted by Chris King-Archer requesting a Short-Term Rental located at 331 Kerfoot Avenue (tax map # 20A6-7-9-1 & 2). The applicant intends to rent the whole house, which includes four (4) bedrooms with no more than eight (8) occupants at a time. The property does not have adequate off-street parking. The Planning Commission recommended approval with the following condition: 1) The applicant must provide off-street parking to accommodate four (4) spaces to be inspected by staff prior to issuance of the Special Use Permit. The property is zoned R-1, Residential District.

Budget/Funding: N/A

Meetings: Work Session held May 6, 2024

Proposed Motion:

- 1) I move that Council approve a Special Use Permit application submitted by Chris King-Archer requesting a Short-Term Rental located at 331 Kerfoot Avenue (tax map # 20A6-7-9-1 & 2) with the following condition 1) the applicant provide off-street parking to accommodate (4) spaces to be inspected by staff prior to issuance of the Special Use Permit.
- 2) I move that Council deny a Special Use Permit application submitted by Chris King-Archer requesting a Short-Term Rental located at 331 Kerfoot Avenue (tax map # 20A6-7-9-1 & 2).

Moved _____ *Seconded* _____

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

PUBLIC HEARING

2400201 – SHORT TERM RENTAL

331 KERFOOT AVENUE



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
April 17, 2024**

APPLICATION #:

2400201

APPLICANT:

Chris King-Archer

APPLICATION SUMMARY:

A Special Use Permit application has been submitted requesting a Short-Term Rental located at 331 Kerfoot Avenue. The applicant intends to rent the whole house, which includes four (4) bedrooms with no more than eight (8) occupants at a time. Staff conducted an inspection on April 15, 2024 and found it to not have adequate off-street parking.

GENERAL INFORMATION:

<i>Site Addresses</i>	331 Kerfoot Avenue
<i>Owner(s)</i>	Christopher & Jessica King-Archer
<i>Zoning District</i>	R-1, Residential District
<i>Historic District</i>	No
<i>Tax Identification</i>	Tax Map #20A6-7-9-1 & 2
<i>Request</i>	The Applicant is requesting to rent four (4) bedrooms and no more than eight (8) occupants at a time.

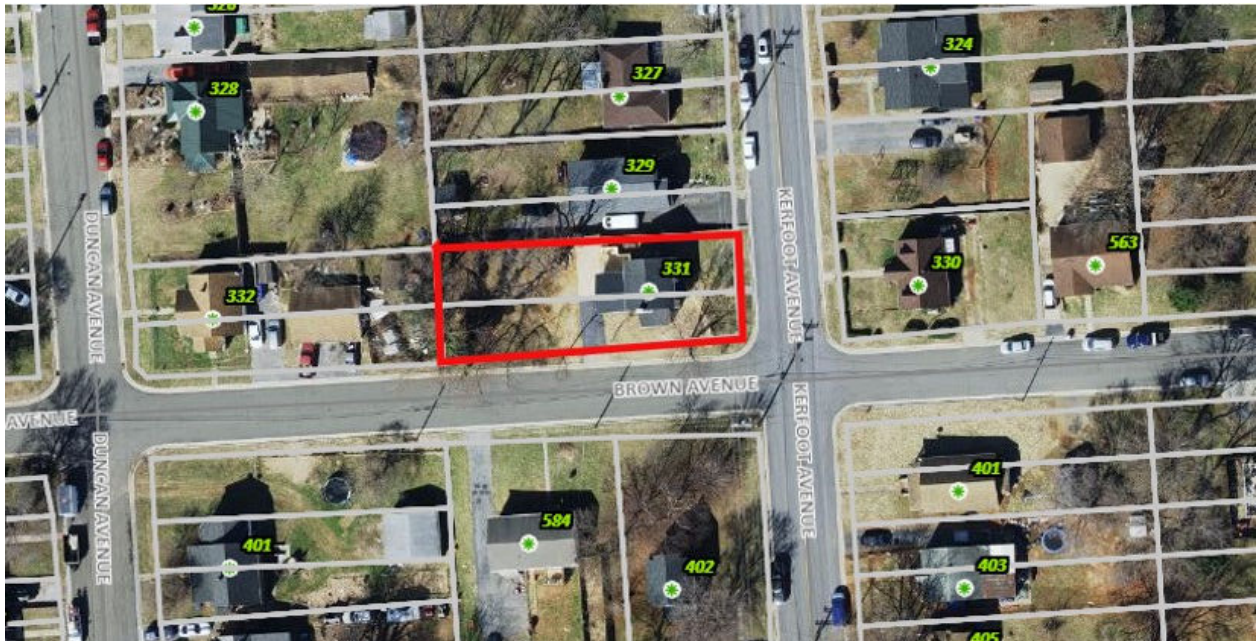
View of Front Left Elevation – 331 Kerfoot Avenue



View of Left Elevation – 331 Kerfoot Avenue



Aerial Map (Warren County GIS)



Aerial Zoning Map (Warren County GIS)



STAFF RECOMMENDATION:

Staff recommends denial of application #2400201 due to insufficient off-street parking.

ATTACHMENT: Application and supporting documents.

#2400201



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

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

SPECIAL USE PERMIT REQUEST FOR SHORT TERM RENTAL

APPLICANT:

NAME: Chris King-Archer PHONE: 703-887-8917
ADDRESS 331 Kerfoot Ave
E-MAIL chriskingarcher@gmail.com

PROPERTY OWNER:

NAME: Chris King-Archer PHONE: 703-887-8917
ADDRESS 331 Kerfoot Ave
E-MAIL chriskingarcher@gmail.com

PROPERTY DESCRIPTION:

PROPERTY ADDRESS chriskingarcher@gmail.com
TAX MAP 20A6 7-91 SECTION 7 BLOCK 9 LOT 1 & 2
SUBDIVISION NAME L1 & 2 VISCOSE CITY
ZONING DISTRICT FORK - TOWN ACREAGE 0.172
SPECIFIC SPECIAL USE PERMIT REQUEST Short Term Rental

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

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

- ☒ Survey plat or sketch to scale of property showing all **existing** improvements, parking and refuse area and property boundaries.
- ☒ Provide a map of area attractions
- ☒ Provide proof that notification to operate was sent to the HOA, if applicable.
- ☒ Complete management plan.
- ☒ Written consent given to the Town to inspect for compliance.
- ☒ Emergency dwelling evacuation diagram (posted in each bedroom)
- ☒ Application fee of \$400.00 Receipt # _____ Date Paid _____

IN CASE OF AN EMERGENCY

Revised 12/21/2022

RECEIVED
MAR 11 2024
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

If there is an emergency, or there are questions in regard to the property, please contact (owner) Chris King-Archer
at (phone number) 7038878917 or (property manager) _____
at (phone number) _____.

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

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

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

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

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

Emergency/afterhours 540-635-2111

OCCUPANCY

The Special Use Permit limits the occupancy for this short-term rental at 8 People and 4 Bedrooms.

NOISE

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

PARKING

Minimum available parking is 2 vehicle(s) in the driveway.

TRASH AND RECYCLING

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

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

On Driveway

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

Tuesday - curb

CHECK-IN & CHECK-OUT

Revised 12/21/2022

Provide details

Check in 3pm, Check out 10am

WIFI/PHONE/ETC

Provide details for special amenities if available

Wifi, Smart TV,

SPECIFIC PROPERTY DETAILS

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

0.172 Acres, Fully stocked kitchen, Central HVAC system, Coffee Maker

AREA ATTRACTIONS

Provide a map of area attractions

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

SPECIFIC PROPERTY REGULATIONS

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

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

No events or parties
No smoking

As per 175-3

Revised 12/21/2022

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

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

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

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

- A. The short-term rental owner of a dwelling unit to be used for a short-term rental shall apply for a Special Use Permit through the Department of Planning and Zoning and receive approval from Town Council prior to utilizing the dwelling unit as a short-term rental. Town Council may impose conditions necessary to mitigate adverse effects of the use on neighboring properties.
- B. The one-time application fee shall be \$400.00.
- C. Staff will conduct an inspection prior to the issuance of the Special Use Permit approval. Additional inspections will be conducted on a complaint basis to ensure compliance with the performance standards listed in this section, along with any additional conditions imposed by Town Council, if applicable.
- D. The maximum number of occupants in the dwelling unit shall be determined by the number of bedrooms; there shall be no more than two (2) adults per bedroom. However, the maximum number of occupants shall not exceed 10 people unless approved by Council.
- E. Parking for the use shall be located in driveways or other designated and approved parking areas.
- F. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.
- G. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the 2015 or 2018 Uniform Statewide Building Code (2018 Version required usage beginning July 1, 2022); and a carbon monoxide detector must be installed on each floor in every dwelling.
- H. The owner of the dwelling used for short-term rentals shall give the Town written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards upon a twenty-four-hour notice.
- I. A property management plan demonstrating how the short-term rental will be managed and how the impact on neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants and utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to Town staff, public safety officials and, if applicable, the HOA of the subdivision. The plan must be provided as part of the rental contract.

- J. If the property is located within a subdivision governed by a homeowners' association, the Planning Department must receive proof that a notification to operate the short-term rental was sent to the HOA.
- K. The owners of the rental shall provide an emergency evacuation plan for the dwelling and the neighborhood.
- L. A copy of Chapter 106 of the Town of Front Royal Code relative to noise must be provided at the short-term dwelling.
- M. All outdoor burning shall be in compliance with Chapter 78 of the Town of Front Royal Code.
- N. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation by the Zoning Administrator at any time.

DocuSigned by:
Christopher King-Archer
27995E9A846B404...

03/08/2024 | 11:30:48 EST

Property Owner's Signature: _____

CERTIFICATION:

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

Signature _____ Date _____

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

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

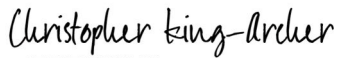
planning@frontroyalva.com

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

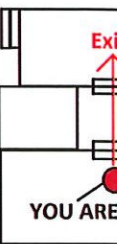
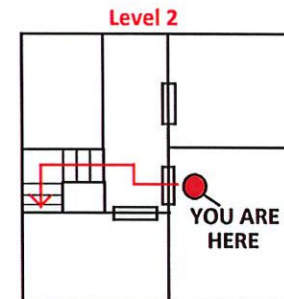
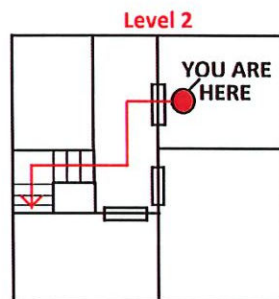
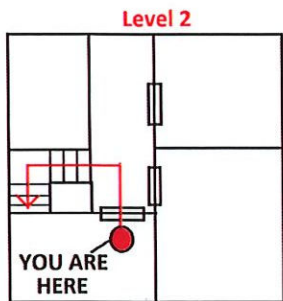
To Whom it may concern:

Please take this letter as written consent to give the Town of Front Royal admittance for compliance for the special use permit application request for Short Term Rental of 331 Kerfoot Ave, Front Royal, Virginia, 22630.

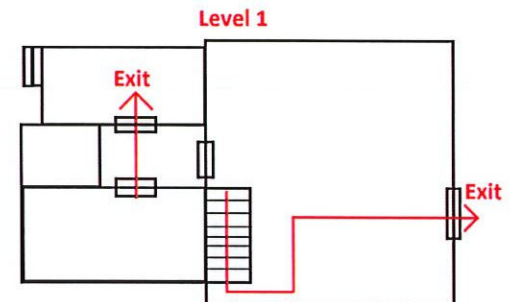
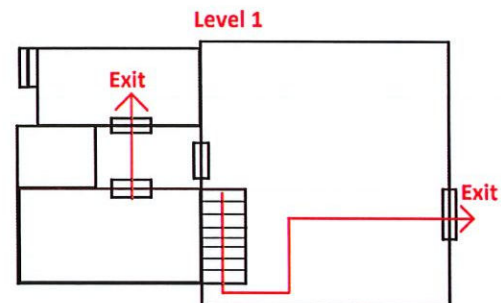
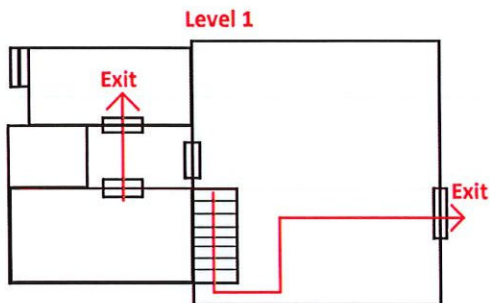
Thank you,
Chris King-Archer
Owner/Manager
Ph: 703 887 8917

DocuSigned by:

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03/08/2024 | 11:30:48 EST



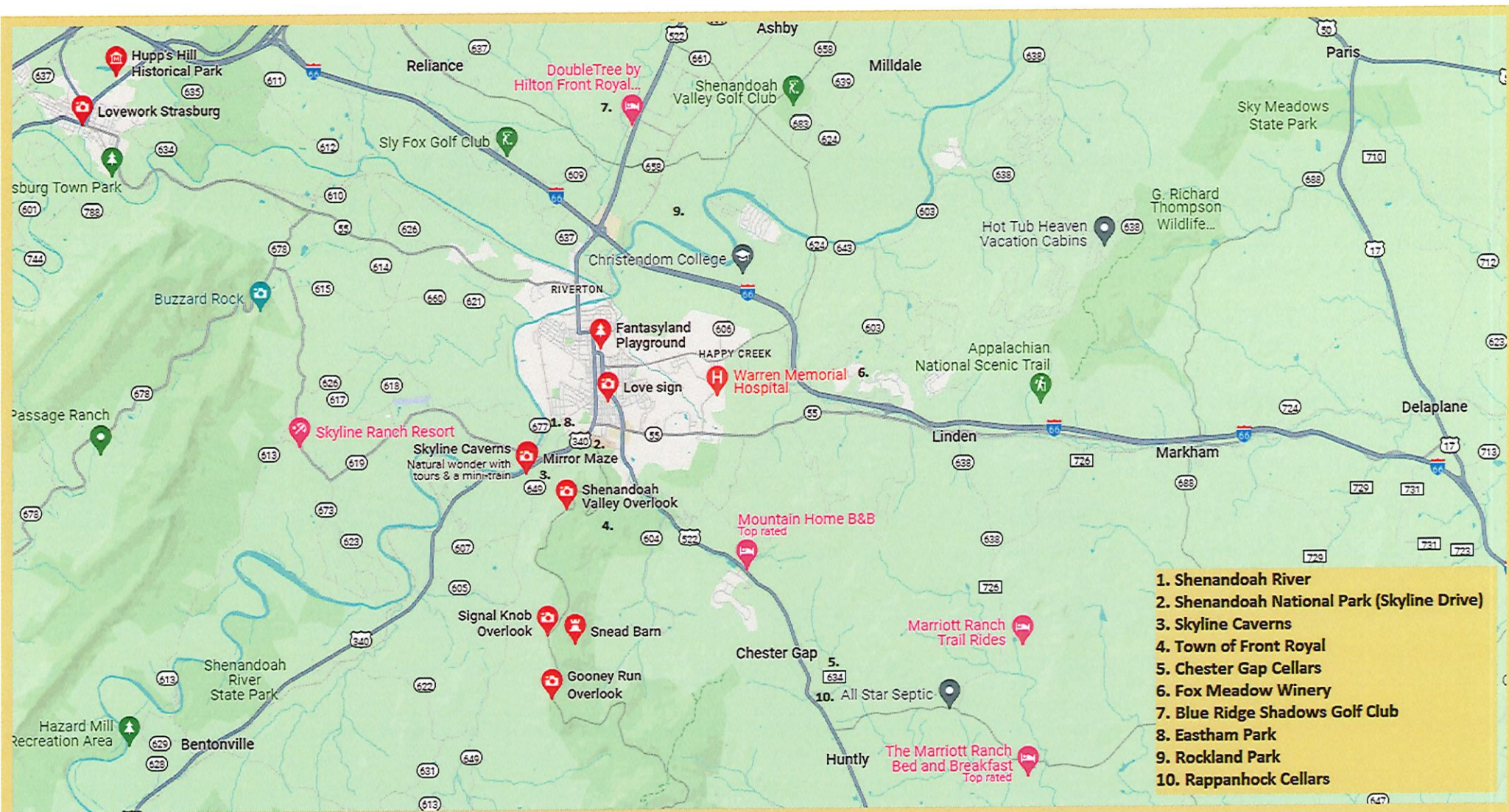
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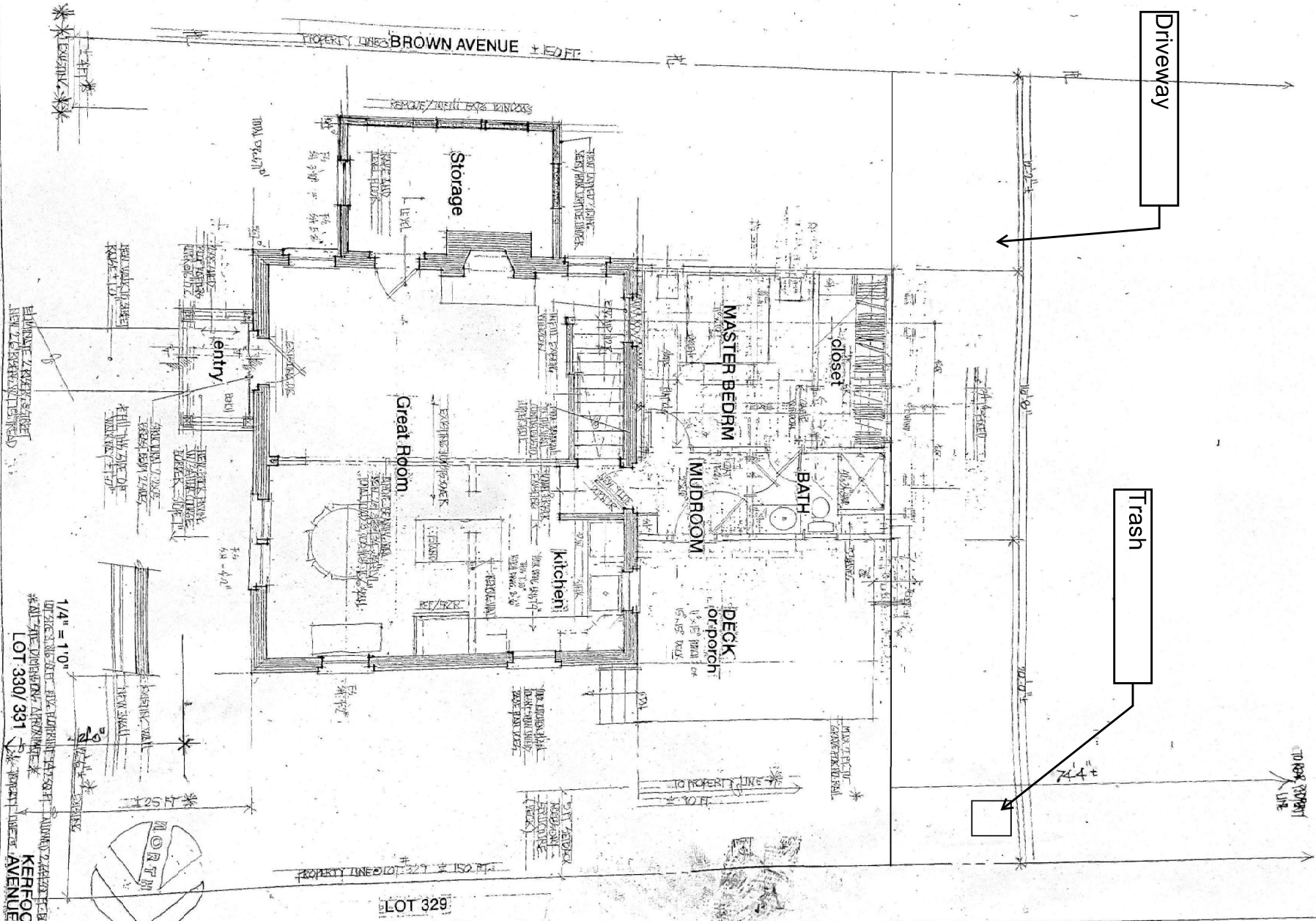


EMERGENCY EXIT PATH
Bedroom 1

EMERGENCY EXIT PATH
Bedroom 2

EMERGENCY EXIT PATH
Bedroom 3





1/4" = 1'0"
 LOT 330/ 331
 KERFOOT AVENUE
 FRONT ROYAL, VIRGINIA

ARCHITECTURE STUDIO
 THOMAS M. BEACH, JR. AIA
 PO BOX 698 UPPERVILLE, VIRGINIA 20184
 540 - 539 - 2046 TOMMYAIA2@GMAIL.COM

Proposed ADDITIONS and ALTERATIONS for
 Mr. and Mrs. BRYANT BEACH
 331 KERFOOT AVENUE FRONT ROYAL, VIRGINIA

Scale: 1/4" = 1'0"
 Date: 8/12/12
 Drawn by: TMB
 Revised: 8/12/12
 T.M. BEACH, JR.
 Lic. No. 03720
 8/12/12
 ARCHITECT
 COMMONWEALTH OF VIRGINIA

331 Kerfoot Ave Property Management Plan:

1. Emergency Contact information:

- If the emergency requires immediate assistance, please call the following or 911.
- Front Royal Police Department: 540-635-2111 or 911, 900 Monroe Ave, Front Royal, VA 22630
- Front Royal Volunteer Fire & Rescue: 540-635-2540 or 911, 221 N Commerce Ave, Front Royal, VA 22630
- Warren Memorial Hospital: 540-636-0300 or 911, 351 Valley Health Way, Front Royal, VA 22630
- Electrical Outage: 540-635-3027, 1101 Manassas Avenue, Front Royal, VA 22630. Outages may be reported
- online at <https://www.frontroyalva.com/FormCenter/Energy-Services-6/Report-Electric-Problem-46>.
- Emergency/afterhours 540-635-2111
- Owner: Chris King-Archer 703 887 8917

2. Noise:

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

3. Parking:

2-3 Vehicles on the driveway with additional street parking

4. Trash:

All trash and recycling shall be placed in containers located on the driveway.
Trash is collected every Tuesday on the curbside at the end of the driveway.

5. Check in and Check out:

Check in time – 3pm, Check out time – 10am

6. Special amenities:

Include wifi and smart TV

7. Special Property Details:

Site area: 0.172 Acres, Fully stocked kitchen, central hvac system, coffee maker

8. Area attractions:

Please see attached map

9. Property regulations:

No events or parties.
No Smoking

10. Property Management/Maintenance:

The property will be managed and maintained by the owner including trash and clean up. I will be the point of contact, should any issues arise I will act immediately. There should not be any impact on the neighborhood. Security cameras and noise monitoring will ensure this along with vetting guest requests.

This is our primary family home and renting will occur approximately one long weekend per month. Our guest will predominantly be families visiting the area or attending family events such as weddings and graduations.

If there are any questions or concerns please call me on 703 887 8917.

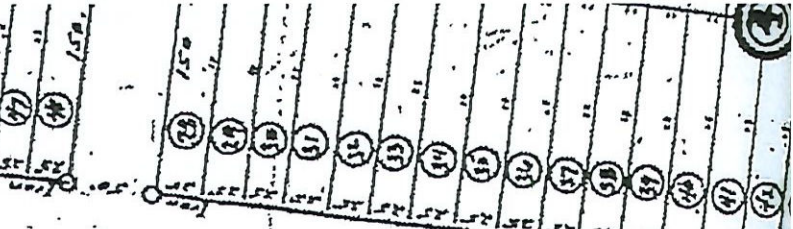
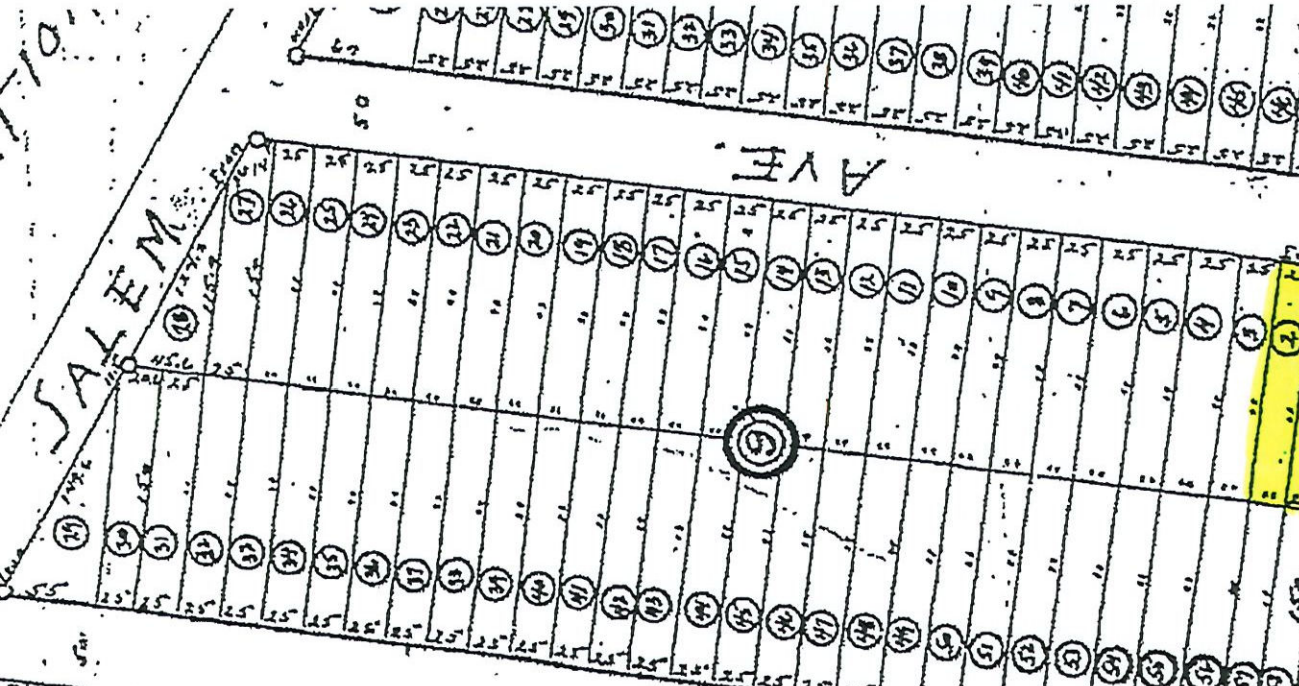
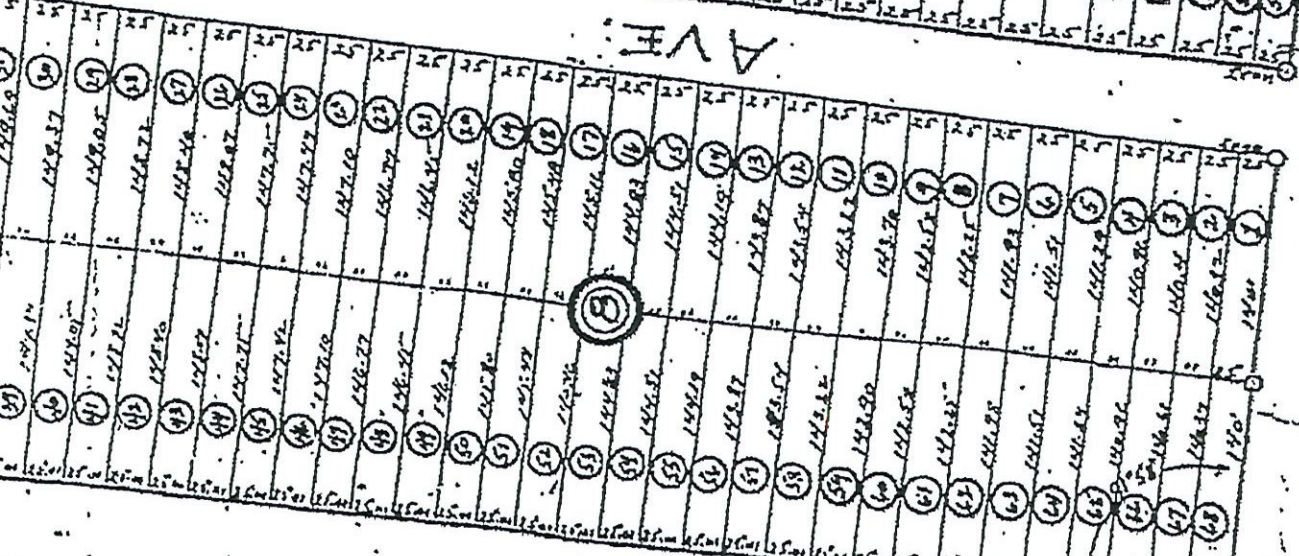
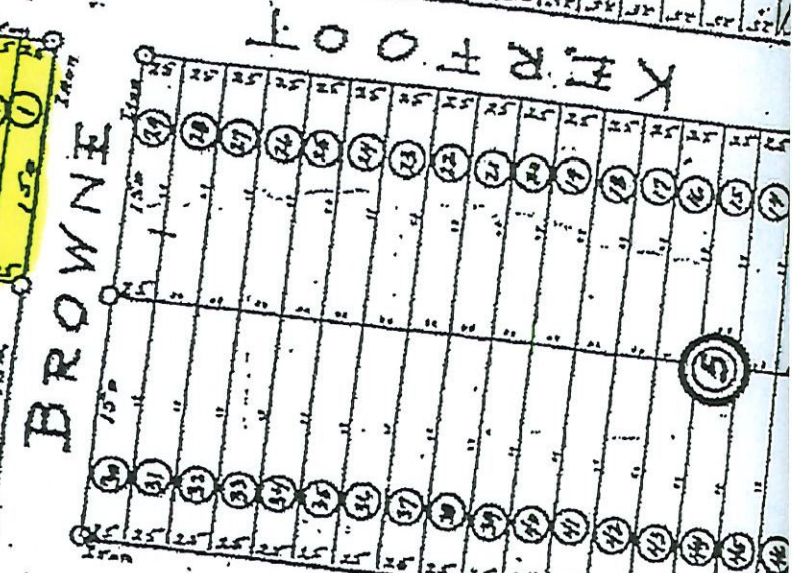
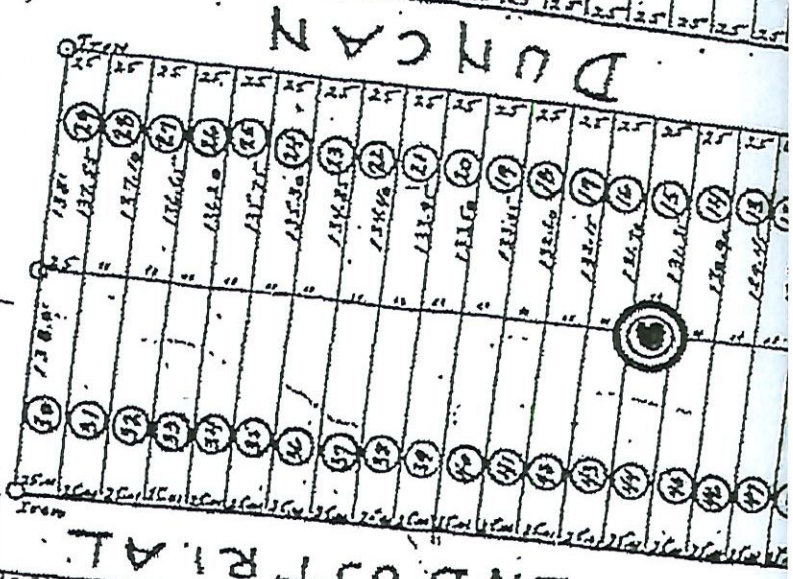
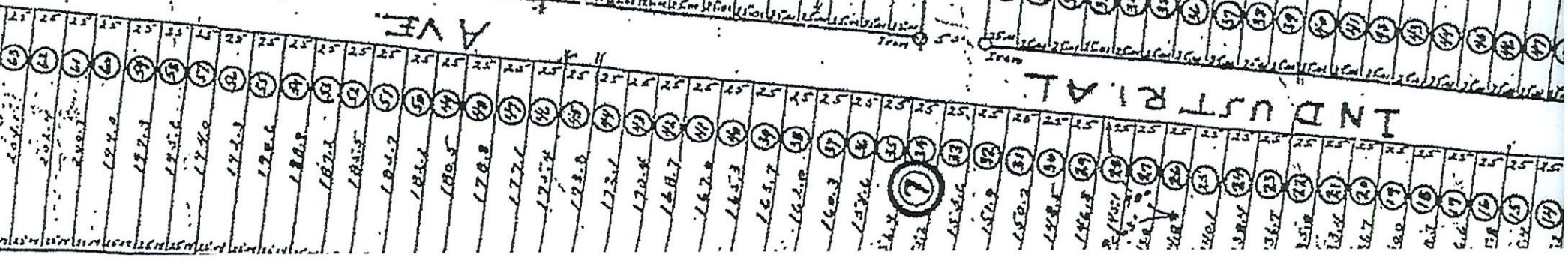
11. Maximum number of occupants – 8. No more than 2 adults in each bedroom.

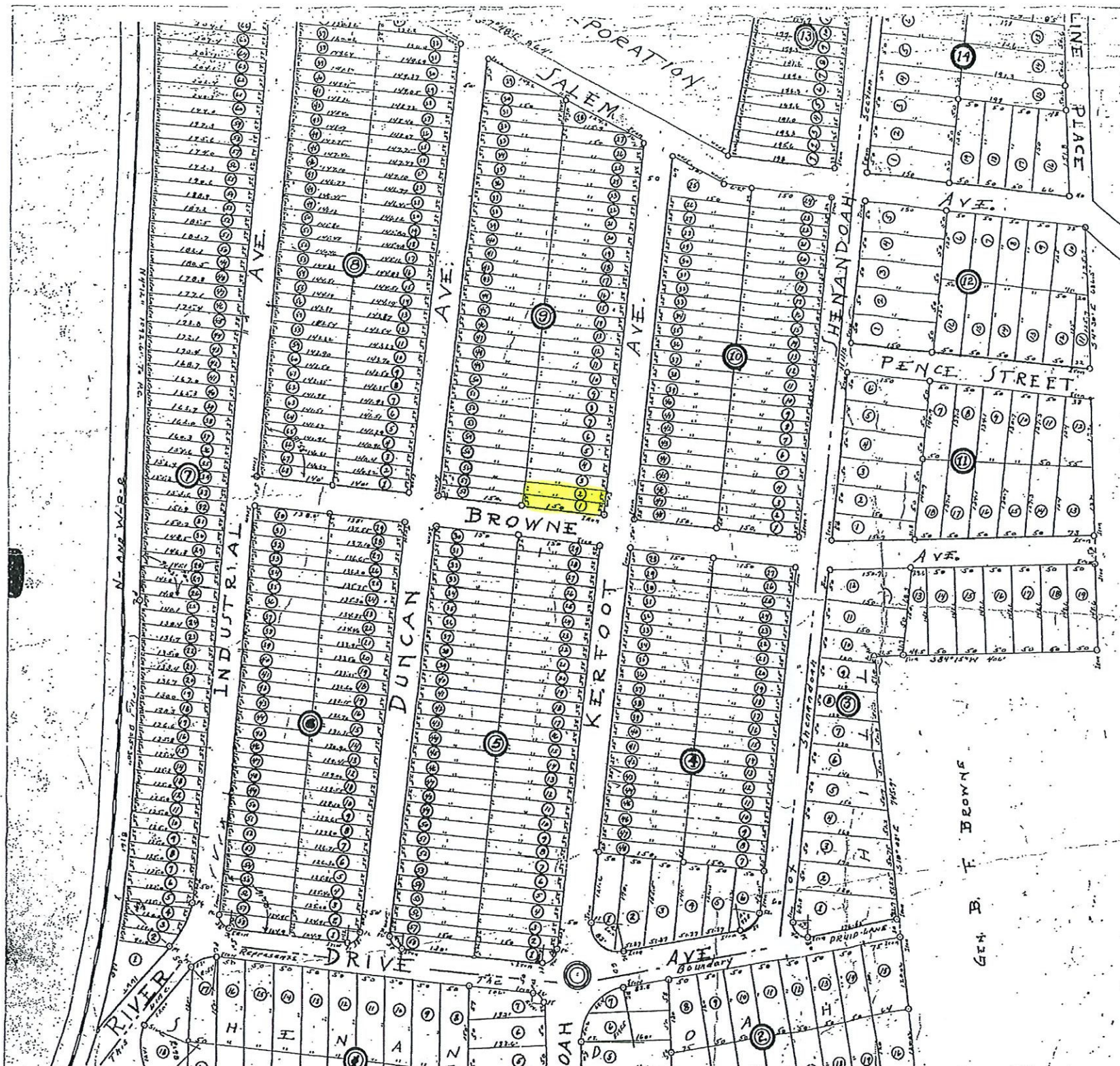
12. Safety:

Fire extinguisher location: Kitchen

Emergency Exit Plans: Located in Bedrooms. Exit via front or back door on main level.

All outdoor burning shall be in compliance with Chapter 78 of the Town of Front Royal Code (see attached).





GEN B. F. BROWNE

Chapter 78**FIRE PREVENTION****Sections:**

- 78-1 OPEN BURNING**
- 78-2 BLASTING**
- 78-3 ADOPTION OF STANDARDS; CONDITIONS**
- 78-4 WHEN AND WHERE COPIES AVAILABLE**
- 78-5 MODIFICATIONS**
- 78-6 APPEALS**
- 78-7 NEW MATERIALS, PROCESSES OR OCCUPANTS**
- 78-8 VIOLATIONS AND PENALTIES**
- 78-9 RECOGNITION**

Adopted by the Town Council of the Town of Front Royal 4-23-73(*Chapter 10 of the 1965 Code*). Other Amendments noted where applicable.

78-1 OPEN BURNING

A. It shall be unlawful for any owner or lessee of land to set fire to or to procure another to set fire to any woods, brush, logs, leaves, grass, debris or other flammable material upon such land unless he previously shall have taken all reasonable care and precaution, by having cut and piled the same or carefully cleared around the same, to prevent the spread of such fire to lands other than those owned or leased by him. It shall also be unlawful for any employee of any such owner or lessee of land to set fire to or to procure another to set fire to any woods, brush, logs, leaves, grass, debris or other flammable material upon such land unless he shall have taken similar precautions to prevent the spread of such fire to any other land.

B. During the period beginning March 1 and ending May 15 of each year, even though the precautions required by the foregoing subsection shall have been taken, it shall be unlawful for any person to set fire to or to procure another to set fire to any brush, leaves, grass, debris or field containing dry grass or other flammable material capable of spreading fire, located in the Town, except between the hours of 4:00 p.m. and 12:00 midnight. The provisions of this subsection shall not apply to fires set on rights-of-way of railroad companies by their duly authorized employees.

C. Any person violating any provision of this section shall, upon conviction, be fined not less than ten dollars (\$10.) nor more than one hundred dollars (\$100.) for each separate offense.

78-2 BLASTING

It shall be unlawful for any person to permit any blast to be discharged, either by himself or his agents or employees, without having the blast so confined or protected as to prevent the escape of rock or earth.

78-3 ADOPTION OF STANDARDS; CONDITIONS

There is hereby adopted as the Fire Prevention Code of the town, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the "Fire Prevention Code," recommended by the National Board of Fire Underwriters, being particularly the 1960 Edition thereof and the whole thereof, and such Fire Prevention Code is hereby adopted and incorporated as fully as if set out at length herein; and, from the date on which the Code of the Town of Front Royal, Virginia, shall take effect, the provisions thereof shall be controlling within the limits of the town, provided that:

A. Whenever the word "municipality" is used in the Fire Prevention Code hereby adopted, it shall mean the Town of Front Royal.

B. Wherever the term "Chief of the Fire Department" is used in the Fire Prevention Code hereby adopted, it shall mean the Building Inspector.

C. Wherever the term "Corporate Counsel" is used in the Fire Prevention Code hereby adopted, it shall be held to mean the Town Attorney.

D. The limits referred to in Section 12.6b of the Fire Prevention Code hereby adopted, in which storage of explosives and blasting agents is prohibited, shall be as provided by the Council.

E. The limits referred to in Section 16.22a of the Fire Prevention Code hereby adopted, in which storage of flammable liquids in outside aboveground tanks is prohibited, are hereby established as the fire limits of the town.

F. The limits referred to in Section 16.51 of the Fire Prevention Code hereby adopted, in which new bulk plants for flammable liquids are prohibited, shall be as provided by the council.

G. The limits referred to in Section 21.6a of the Fire Prevention Code hereby adopted, in which bulk storage of liquid petroleum gas is restricted, shall be as provided by council.

H. In the event of conflict between the provisions of the Fire Prevention Code hereby adopted and the provisions of any other ordinance of the town, the more stringent provisions shall prevail.

78-4 WHEN AND WHERE COPIES AVAILABLE

Copies of the Fire Prevention Code adopted by Section 78-3 may be obtained at the office of the Building Inspector in the town during regular business hours.

78-5 MODIFICATIONS

The Building Inspector shall have power to modify any of the provisions of the Fire Prevention Code adopted by Section 78-3 upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter

of such Fire Prevention Code, provided that the spirit of such Fire Prevention Code shall be observed, public safety secured and substantial justice done. The particulars of such modification, when granted or allowed, and the decision of the Building Inspector thereon, shall be entered upon the records of the Fire Department, and a signed copy shall be furnished to the applicant.

78-6 APPEALS

Whenever the Building Inspector shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the Fire Prevention Code adopted by Section 78-3 do not apply or that the true intent and meaning of such Fire Prevention Code have been misconstrued or wrongly interpreted, the person aggrieved may appeal from the decision of the Building Inspector to the Town Council within thirty (30) days from the date of the decision from which the appeal is taken.

78-7 NEW MATERIALS, PROCESSES OR OCCUPANCIES

The Town Manager, the Chief of the Fire Department and the Building Inspector shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those now enumerated in the Fire Prevention Code, adopted by Section 78-3. The Building Inspector shall post such list in a conspicuous place in his office and distribute copies thereof to interested persons.

78-8 VIOLATIONS AND PENALTIES

A. Any person who shall violate any of the provisions of the Fire Prevention Code adopted by Section 78-3 or fail to comply therewith or who shall violate or fail to comply with any order made thereunder or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder and from which no appeal has been taken or who shall fail to comply with such an order as affirmed or modified by the Town Council or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.) or by imprisonment for not more than twelve (12) months, or by both such fine and imprisonment. The imposition of one (1) penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and, when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

78-9 RECOGNITION

The Front Royal Volunteer Fire Department, Incorporated, and its rescue squad are hereby recognized as an integral part of the official safety program of the Town.

Chapter 106**NOISE****Sections:**

- 106-1 THROUGH 106-4 (RESERVED)**
- 106-5 DECLARATION OF FINDINGS AND POLICY**
- 106-6 DEFINITIONS**
- 106-7 ADMINISTRATION AND ENFORCEMENT**
- 106-8 PROHIBITED NOISE**
- 106-9 MAXIMUM PERMISSIBLE SOUND LEVELS FROM NOISE SOURCES**
- 106-10 OPERATOR OF SOUND-PRODUCING DEVICES IN PLACE OF PUBLIC ENTERTAINMENT OR ASSEMBLY**
- 106-11 USE OF LOUDSPEAKERS FOR ADVERTISING PURPOSES**
- 106-12 PROHIBITED NOISE FROM MOTOR VEHICLE SOUND SYSTEM**
- 106-13 RESPONSIBILITY OF THE PROPERTY OWNER**
- 106-14 EXCEPTIONS FROM CHAPTER**
- 106-15 BUILDING, UTILITY, ROAD CONSTRUCTION AND EXCAVATION OPERATIONS**
- 106-16 TESTING OF METERING DEVICES**
- 106-17 PENALTIES**
- 106-18 SEPARABILITY**

Adopted by the Town Council of the Town of Front Royal 3-11-85. 106-1 through 106-4 were repealed by Ordinance No. 12-04 on 10-11-04. Amendments noted where applicable.

106-1 THROUGH 106-4 (RESERVED)

(Ord. No. 12-04 Repealed 10-11-04-Effective Upon Passage)

106-5 DECLARATION OF FINDINGS AND POLICY

The Town Council hereby finds and declares that excessive sound is a serious hazard to the public health, welfare, peace, safety, and the quality of life; that a substantial body of science and technology exists by which excessive sound may be substantially abated; that the people have a right to and should be ensured an environment free from excessive sound that may jeopardize the public health, welfare, peace, and safety or degrade the quality of life; and that it is the policy of the Town of Front Royal to prevent such excessive sound.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-6 DEFINITIONS

For the purposes of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this subsection.

A. **A-WEIGHTED SOUND LEVEL.** The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(a) or dBA.

B. **DAYTIME** The local time of day between the hours of 7:00 A.M. and 10:00 P.M.

C. **DECIBEL (dB).** A unit for measuring the volume of a sound equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals (twenty micronewtons per square meter).

D. **dBA** shall mean the sound pressure level as measured on a sound meter set to slow response to the A-weighted scale to approximate the frequency response of the human auditory system.

E. **EMERGENCY WORK** shall mean work made necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from immediate exposure to danger, including work performed by public service companies when emergency inspection, repair of facilities or restoration of services is required for the immediate health, safety or welfare of the community.

F. **NIGHTTIME.** The local time between the hours of 10:00 P.M. and 7:00 A.M.

G. **NOISE** shall mean any sound which may cause or tend to cause an adverse psychological or physiological effect on human beings.

H. **NOISE SOURCE** shall mean any equipment, motor vehicle, motorcycle or facility, fixed or movable, capable of emitting sound beyond the property boundary of the property on which the equipment is used, but not including motor vehicles or motorcycles operated on public rights-of-way.

I. **SOUND.** An oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound including duration, intensity, and frequency.

J. **SOUND LEVEL.** The weighted sound pressure level obtained by the use of an approved sound level meter and the A-frequency weighting network, as specified in American National Standards Institute specifications for sound level meters.

K. **SOUND LEVEL METER** shall mean an instrument to measure sound pressure levels which shall meet or exceed performance standards for a "type two" meter as specified by the American National Standards Institute.

L. **SOUND PRESSURE** shall mean the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-7 ADMINISTRATION AND ENFORCEMENT

The noise control program established by this section shall be enforced and administered by the Chief of Police with the assistance of other Town departments as required.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-8 PROHIBITED NOISE

A. Generally. It shall be unlawful for any person to create any unreasonably loud, disturbing and unnecessary noise. Noise of such character, intensity and duration as to be detrimental to the life or health of any person or unreasonably to disturb or annoy the quiet, comfort or repose of any person is hereby prohibited.

B. Specific Acts as Noise Disturbances.

The following acts are declared to be noise disturbances in violation of this Chapter, provided that the acts so specified shall not be deemed to be an exclusive enumeration of those acts which may constitute a noise disturbance under Section 106-8(A):

1. Operating or causing to be operated any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys, drainage or public utility systems or parts thereof, and appurtenances thereto in the outdoors between the hours of 9:00 p.m. and 7:00 a.m. the following day, except as provided in Section 106-15.
2. Repairing, rebuilding or modifying any motor vehicle or other mechanical device in residential use districts between the hours of 9:00 p.m. and 7:00 a.m. the following day.
3. The collection of trash or refuse in residential use districts between the hours of 9:00 p.m. and 7:00 a.m. the following day.
4. Loading or unloading trucks in the outdoors within one hundred (100) yards of a residence between the hours of 9:00 p.m. and 7:00 a.m. the following day; provided that this subsection shall not apply to any business that has been in operation at its current location since prior to January 1, 1980.

(Ord. No. 01-06 amended 1-23-06-Effective Upon Passage)

5. Sounding the horn or warning device of a vehicle, except when necessary as a warning during the operation of the vehicle. Sounding of such horn or other device more than once every two (2) minutes in any one town block and with a duration of more than five (5) seconds for any single emission shall be *prima facie* evidence of violation of this section.
6. Operating or permitting the use or operation of any radio receiving set, musical instrument, television, phonograph or any other device for the production of sound, between the hours of

10:00 p.m. and 8:00 a.m. the following day, in such a manner as to be plainly audible across property boundaries or through partitions common to two (2) residences within a building

7. Operating or permitting the operation of any radio, tape player, compact disc player or other device for the production of sound on a public right-of-way or in a public place in such a way that the sound is plainly audible at a distance of fifty (50) feet from such device, whether or not the device is situated within a motor vehicle.

8. Owning, keeping, possessing or harboring any animal which frequently or habitually howls, barks, meows, squawks or makes such other noise as is plainly audible across property boundaries or through partitions common to two (2) residences within a building.

9. The use of any automobile, motorcycle or vehicle so out of repair, so loaded or operated in such a manner as to create loud and unnecessary grating, grinding, rattling or other noises.

10. The discharge of the exhaust of any internal combustion engine into the open air except through a device which will effectively prohibit loud and explosive noises.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-9 MAXIMUM PERMISSIBLE SOUND LEVELS FROM NOISE SOURCES

It shall be unlawful for any person to operate, or permit to be operated, any noise source in such a manner that the noise source emits a sound pressure level which exceeds the limits set forth below when measured on property other than that on which the noise source is located. The category of applicable sound pressure limits shall be determined by the zoning district classification of the property on which the noise is produced. Property which has been specifically determined by the Planning Commission to be within an area designated on the Comprehensive Plan for industrial use shall be deemed to fall into the industrial classification for the purposes of this ordinance, even if the property has not yet been re-zoned.

(Ord. 01-06 Amended 1-23-06-Effective Upon Passage)

Land Use Designation Where Noise is Measured.	Maximum Allowed Noise in Daytime (in dBA)	Maximum Allowed Noise in Nighttime (in dBA)
Agricultural & Residential Zones, A-1,R-1,R1-A,R-2,R-3	60	50
Commercial Zones C-1, C-2, C-3	70	65
Industrial Zones 1-1,1-2	80	80

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-10 OPERATOR OF SOUND-PRODUCING DEVICES IN PLACES OF PUBLIC ENTERTAINMENT OR ASSEMBLY.

It shall be unlawful for any person to operate, or permit to be operated, any loudspeaker or other device for the production of sound in any place of public entertainment or other place of public assembly which produces sound measure levels of ninety (90) dBA of greater at any point that is normally occupied by a person, unless conspicuous and legible signs are located outside such place, near the entrance, stating "WARNING, EXPOSURE TO SOUND ENVIRONMENT WITHIN MAY CAUSE HEARING IMPAIRMENT."

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-11 USE OF LOUDSPEAKERS FOR ADVERTISING PURPOSES

It shall be unlawful for any person to operate for commercial advertising purposes any loudspeaker or other like device or mechanism used to emit sound of any kind, which loudspeaker or other like device or mechanism is attached to or installed in any vehicle, when the vehicle is being driven, drawn, or parked along or upon the streets of the Town.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-12 PROHIBITED NOISE FROM MOTOR VEHICLE SOUND SYSTEM

No person within the Town limits shall operate or permit the use or operation of any radio, tape player, compact disc player, or any other device which produces, reproduces, or amplifies sound in a motor vehicle, in such a manner that the sound can be heard more than fifty (50) feet from the motor vehicle.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-13 RESPONSIBILITY OF THE PROPERTY OWNER

It shall be unlawful for a property owner knowingly to allow the creation of noise prohibited by this Chapter, within the boundaries of his or her property.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-14 EXCEPTIONS FROM CHAPTER

The provisions of this Chapter shall not apply to the following activities:

1. The emission of sound for the purpose of alerting persons to the existence of an emergency or to the emission of sound in the performance of emergency work;
2. Noise caused by or arising out of activities related to repair, maintenance, replacement or alteration of public utility systems or parts thereof, public drainage systems or parts thereof, or streets and highways or parts thereof, and appurtenances thereto, where such activity is

reasonably necessary to further a public safety interest and/or to minimize disruption in the provision of public services, e.g., water, sewer and electric service; or

3. Parades, fireworks displays, and other organized public activities authorized by permit issued by an official of the Town.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-15 BUILDING, UTILITY, ROADCONSTRUCTION AND EXCAVATION OPERATIONS.

A. The erection, including excavation, demolition, alteration or repair of any building in a residential or business district, the performance of any work on a public utility, the performance of any work relating to road construction, and any excavation work on January 1st (New Year's Day), the last Monday in May (Memorial Day), July 4th (Independence Day), the first Monday in September (Labor Day), the fourth Thursday in November (Thanksgiving Day), and December 25th (Christmas Day), or other than between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday, is prohibited, except in cases of necessity in the interest, public health, safety and welfare, and then only with a permit from the Town Manager or his designee. This prohibition does not apply to Town employees or to contractors performing work in compliance with the terms and requirements of a Town contract.

B. When one of the regular holidays mentioned in Subsection (a) of this section falls on a Saturday, the preceding Friday shall be declared the holiday. When one of the regular holidays falls on a Sunday, the following Monday shall be declared the holiday.

C. Construction. Notwithstanding any other provision in this Chapter, between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday, construction, alteration or repair activities that are authorized by a valid Town permit shall be allowed if they meet at least one of the following noise limitations:

1. No individual piece of equipment shall produce a noise level exceeding 85 dB(A) at a distance of twenty-five (25) feet. If the device is housed within a structure on property, the measurement shall be made outside the structure at a distance as close to twenty-five (25) feet from the equipment as possible.

2. The noise level at any point outside of the property planes of the project shall not exceed 90 dBA.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

16-16 TESTING OF METERING DEVICES

In order to implement and enforce this section effectively, the Chief of Police shall, within a reasonable time after the effective date of same, develop and promulgate standards and procedures for testing and validating sound level meters used in enforcement of this section.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-17 PENALTIES

A. Any person who violates any provision of this Chapter shall be deemed to be guilty of a Class III misdemeanor.

B. Each violation and/or day of violation of any provision of this section shall constitute a separate offense.

C. The imposition of one (1) penalty for any violation shall not excuse the violation or permit it to continue.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)

106-18 SEVERABILITY

If any provision of this Chapter should be determined by a court of competent jurisdiction to be invalid, such determination shall not affect the validity of the remaining provisions of this Chapter.

(Ord. No. 12-04 Added 10-11-04-Effective Upon Passage)



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 07C

Agenda Item: PUBLIC HEARING - Special Use Permit for Ground Floor Dwelling at 519 Short Street

Summary: Council is requested to consider a request from Short Street Properties LLC for a Special Use Permit to allow a ground floor dwelling unit at 519 Short Street (tax map #20A8-19-6-9 & 10). The property is zoned C-1, Community Business District. The Planning Commission recommended approval with the following conditions:

1. The applicant must obtain all necessary zoning and building permits for the alteration/repair of the structure.
2. The applicant must establish the use pursuant to obtaining an occupancy permit with Warren County.

Budget/Funding: N/A

Meetings: Work Session held May 6, 2024

Proposed Motion:

- 1) I move that Council approve a Special Use Permit from Short Street Properties LLC to allow a ground floor dwelling unit at 519 Short Street (tax map #20A8-19-6-9 & 10) with the following conditions: 1) the applicant must obtain all necessary zoning and building permits for the alteration/repair of the structure and 2) the applicant must establish the use pursuant to obtaining an occupancy permit with Warren County.
- 2) I move that Council deny a Special Use Permit from Short Street Properties LLC to allow a ground floor dwelling unit at 519 Short Street (tax map #20A8-19-6-9 & 10).

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____

PUBLIC HEARING

2400194 – SPECIAL USE PERMIT

519 SHORT STREET



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
April 17, 2024**

APPLICATION #:

2400194

APPLICANT:

Short Street Properties LLC

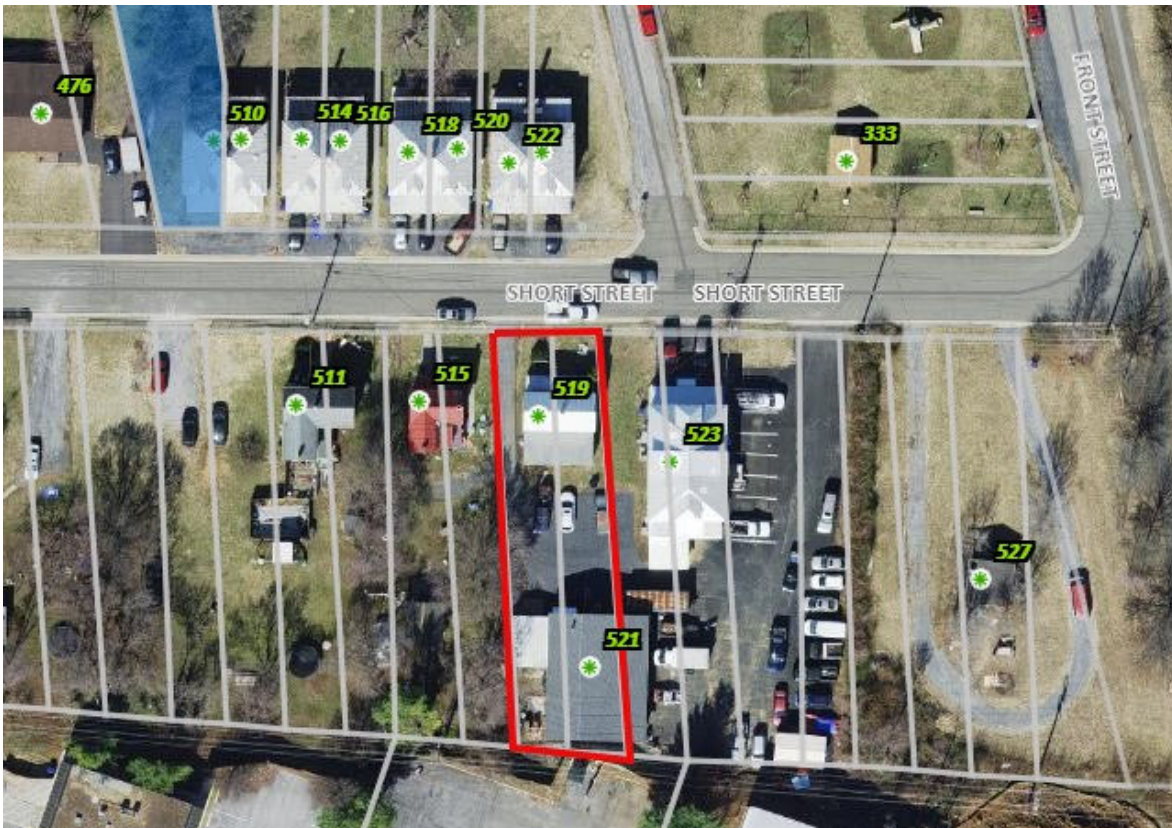
APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a ground floor dwelling unit at 519 Short Street. The property is zoned C-1, Community Business District.

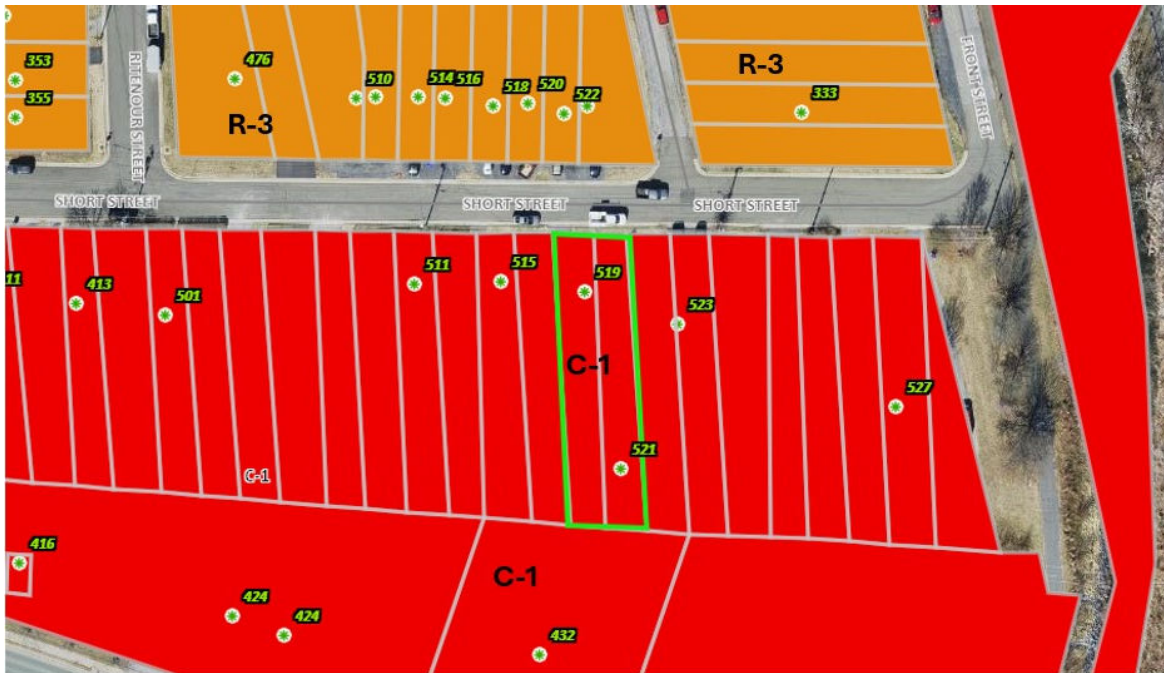
GENERAL INFORMATION:

Site Addresses	519 Short Street
Property Owner(s)	Short Street Properties LLC
Zoning District	C-1, Community Business District
Historic District	No
Tax Identification	Tax Map #20A8-19-6-9, 10

Aerial Map (Warren County GIS)



Town Zoning Map (Warren County GIS)



Front Elevation - 519 Short Street



Front Right Elevation – 519 Short Street



**BACKGROUND
INFORMATION**

The property is located outside of the Towns Historic District. This neighborhood is primarily used as residential units despite being zoned commercial. Due to fire damage, this structure has not been used as a dwelling unit for more than two years. Per 175-126 of the Town Code if a legally nonconforming use has been discontinued it must then be brought into compliance with the current code.

Ground floor residential uses are only permitted in the C-1 district by Special Use Permit; therefore, this application is necessary to potentially reestablish the use.

RECOMMENDATION:

Staff recommends approval contingent upon the following:

1. The applicant must obtain all necessary zoning and building permits for the alteration/repair of the structure.
2. The applicant must establish the use pursuant to obtaining an occupancy permit with Warren County.

ATTACHMENTS: Application and associated documents from the Applicant.



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 2263

Main: 540.635.4236

Fax: 540.631.2727

www.frontroyalva.com

SPECIAL USE PERMIT REQUEST

Application # 2400194

APPLICANT:

NAME Short Street Properties LLC PHONE 540-683-6047

ADDRESS 727 N. Royal Ave, Front Royal Va 22630

E-MAIL christy@hcssettlements.com

PROPERTY OWNER:

NAME Short Street Properties LLC PHONE 540-683-6047

ADDRESS 727 N. Royal Ave, Front Royal Va 22630

E-MAIL christy@hcssettlements.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS 519 Short St. Front Royal Ave

TAX MAP 20A819 69 SECTION Fletcher BLOCK 6 LOT 9A(9-10)

SUBDIVISION NAME Fletcher ACREAGE 2.81

ZONING DISTRICT C-1 acres

REQUEST

PROPOSED USE OF PROPERTY residential

SPECIFIC SPECIAL USE PERMIT REQUEST House burnt

its zoned commercial. It needs to
be considered residential. Request a ground
1 floor dwelling unit.

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

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17" and provide a digital copy)
2. Site Plan Application
3. Application Fee of \$400.00 Receipt # 1218 Date Paid 3/8/24
4. Additional information as required by the Dept. of Planning & Community Development.

CERTIFICATION

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

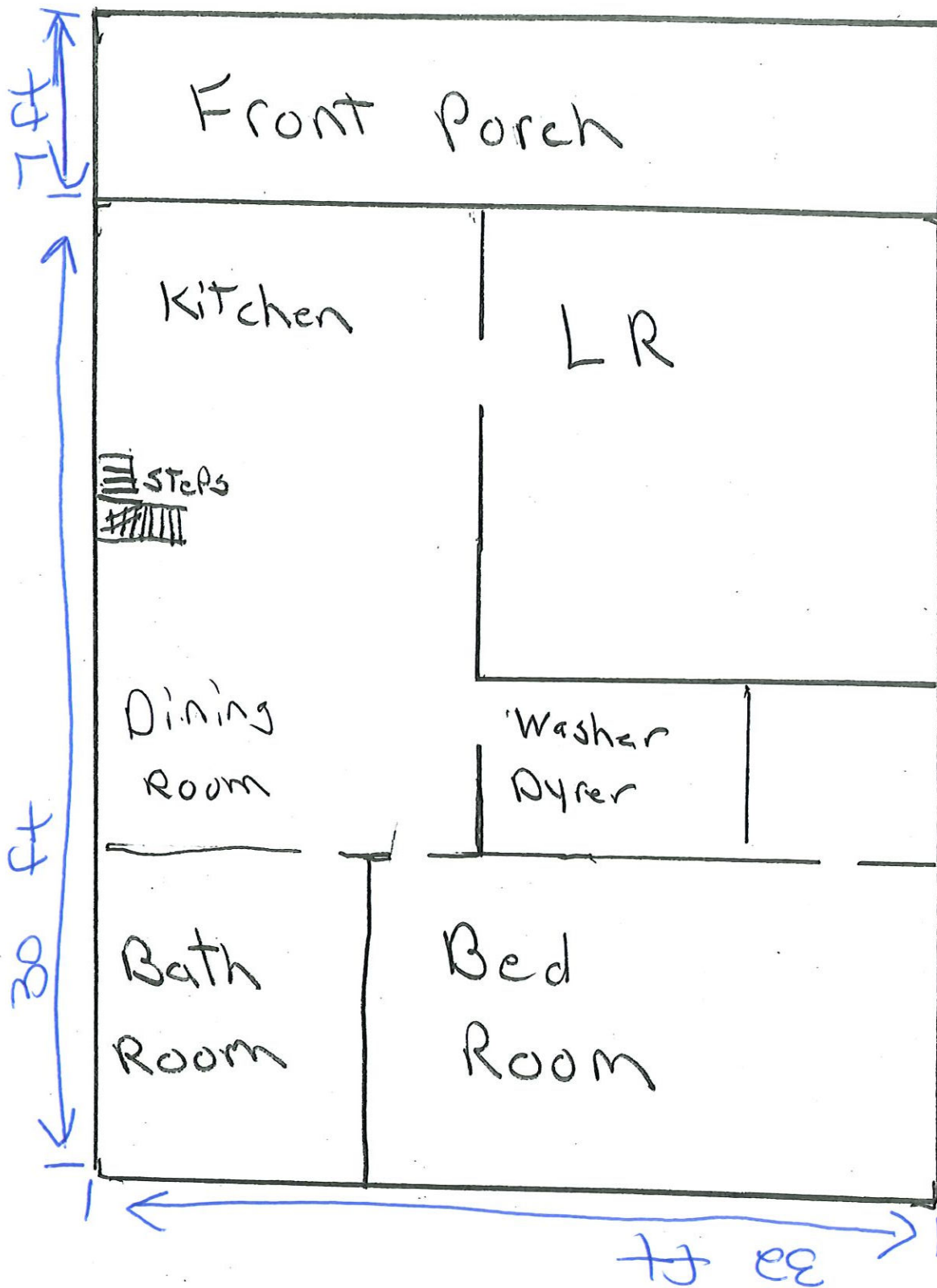
Applicant Signature Mark Smoot Date 3/5/24

Property Owner Signature [Signature] Date 3/5/24

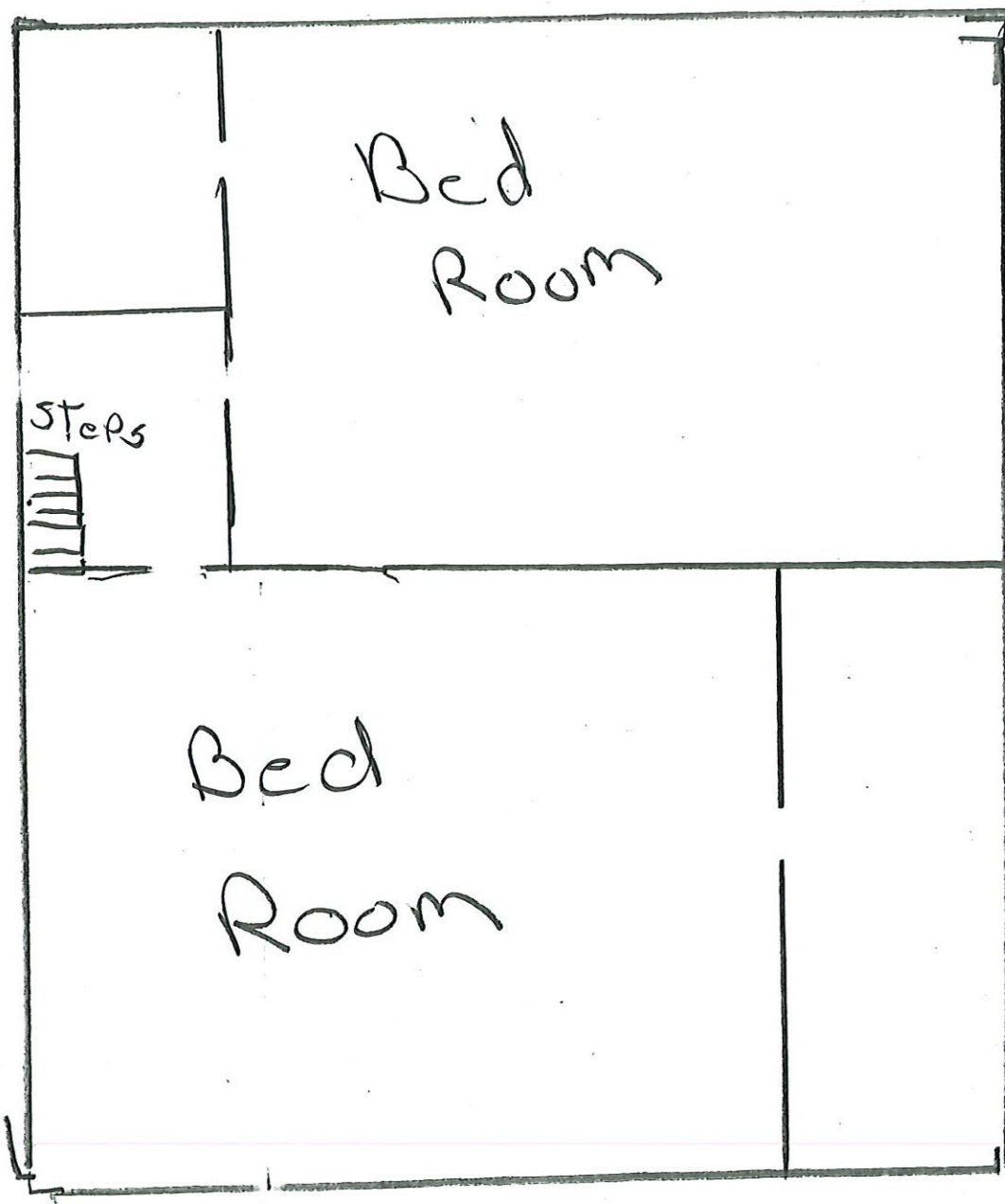
By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

RECEIVED
MAR 08 2024
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

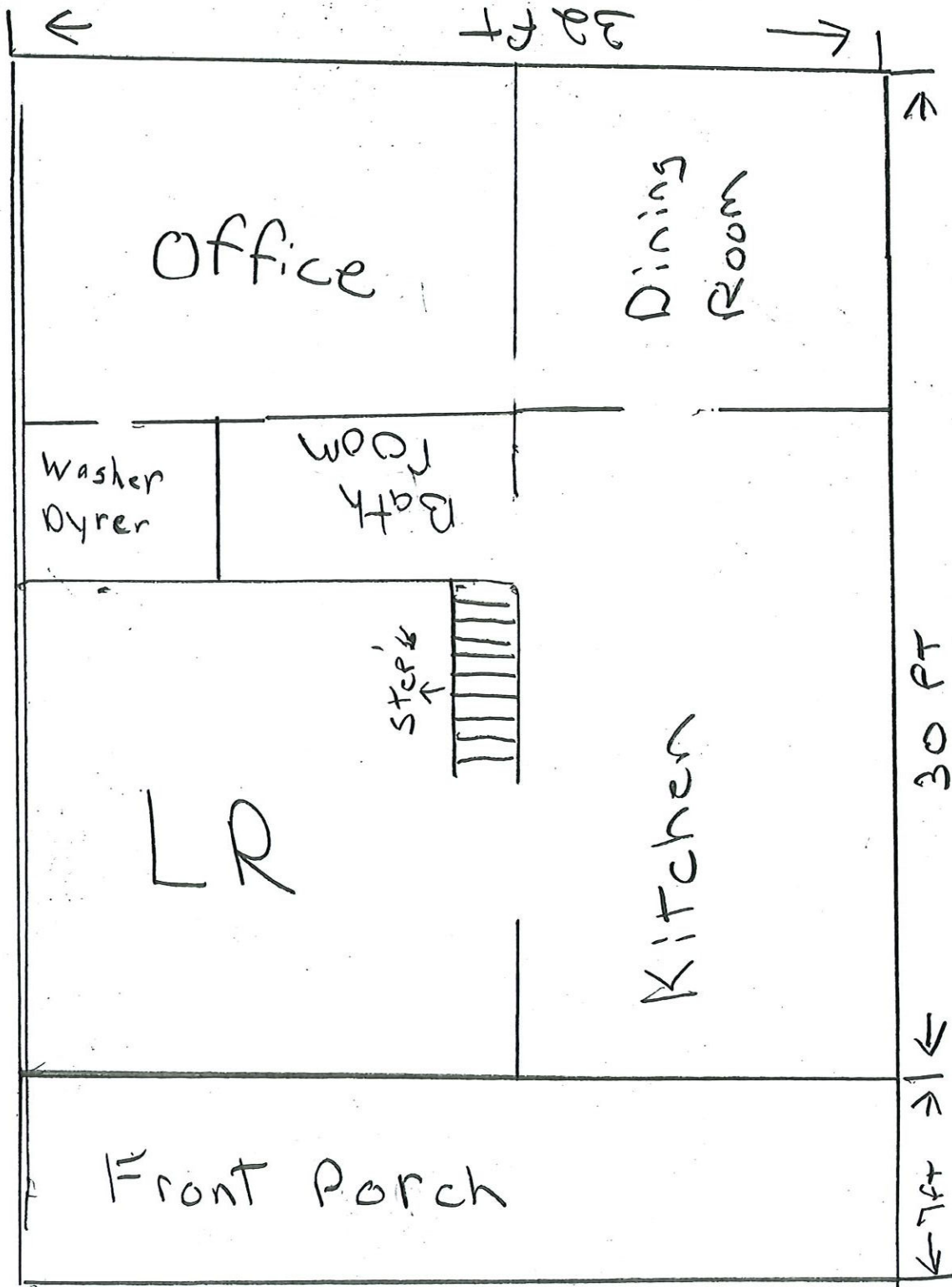
Existing



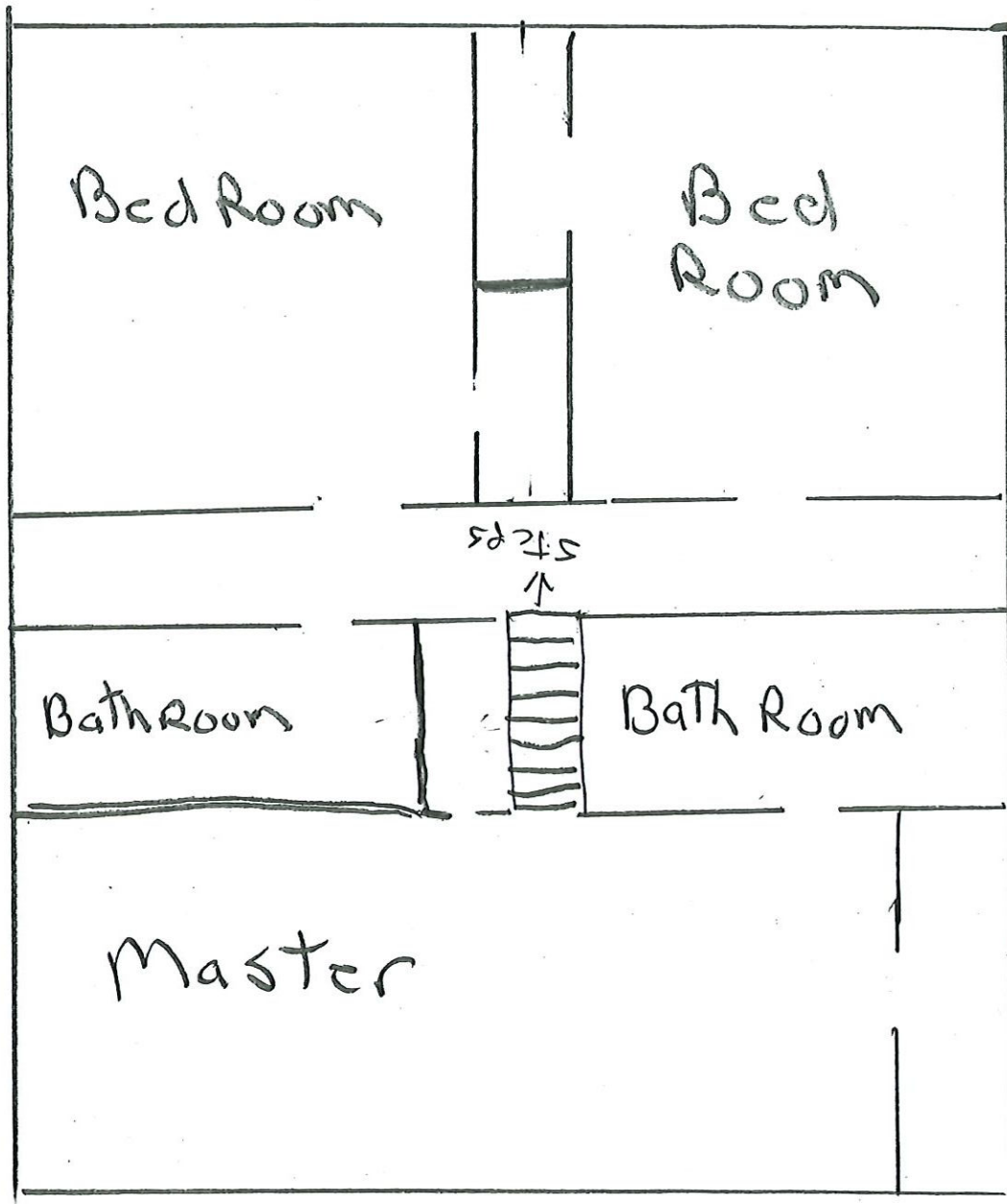
Existing



New



New



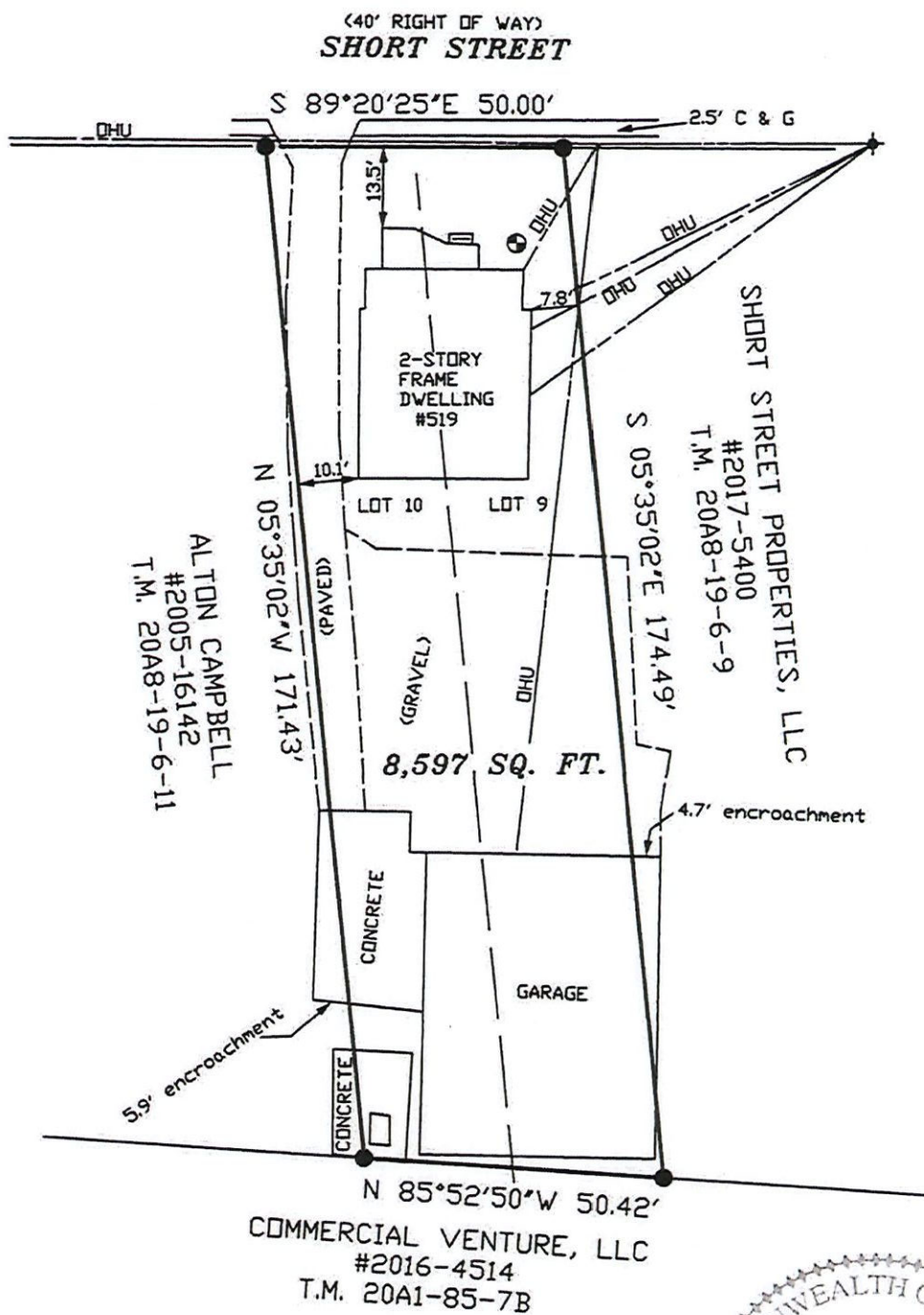
RECORD NORTH

SCALE: 1"=30'

- 1) TAX MAP: 20A8-19-6-9,10
- 2) DATUM AS SHOWN HEREON IS ACCORDING TO RECORDED INFORMATION AND IS A CURRENT FIELD SURVEY
- 3) OTHER RIGHTS OF WAY AND EASEMENTS, IF ANY, ARE NOT SHOWN
- 4) NO TITLE REPORT FURNISHED
- 5) FEMA PANEL #0116 C SHOWS FLOOD ZONE X

LEGEND

- = IRON PIN SET
- DHU = OVERHEAD UTILITY LINE
- ⊙ = WATER METER
- ✦ = UTILITY POLE



DERIVATION OF TITLE:
SHORT STREET PROPERTIES, LLC





REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 07D

Agenda Item: PUBLIC HEARING - Special Use Permit for Ground Floor Dwelling at 514 S. Royal Avenue

Summary: Council is requested to consider a request from Edwin S. Wright for a Special Use Permit to allow a ground floor dwelling unit at 514 S. Royal Avenue (tax map #20A7-9-B-11A, 12 & 13) conditioned upon the following: 1) The applicant must provide adequate off-street parking per Town Code §148-870 Parking and Loading Areas. The property is zoned C-1, Community Business District and is located within the Entrance Corridor.

Budget/Funding: N/A

Meetings: Work Session held May 6, 2024

Proposed Motion:

- 1) I move that Council approve a request from Edwin S. Wright for a Special Use Permit to allow a ground floor dwelling unit at 514 S. Royal Avenue (tax map 20A7-9-B-11A, 12 & 13) with the following condition 1) The applicant must provide adequate off-street parking per Town Code §148-870 Parking and Loading Areas.
- 2) I move that Council deny a request from Edwin S. Wright for a Special Use Permit to allow a ground floor dwelling unit at 514 S. Royal Avenue (tax map 20A7-9-B-11A, 12 & 13).

Moved _____ *Seconded* _____

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

PUBLIC HEARING

2400199 – SPECIAL USE PERMIT

514 S. ROYAL AVENUE



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
April 17, 2024**

APPLICATION #:

2400199

APPLICANT:

Edwin S. Wright

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a ground floor dwelling unit at 514 S. Royal Avenue. The property is zoned C-1, Community Business District.

GENERAL INFORMATION:

Site Addresses	514 S. Royal Avenue
Property Owner(s)	Stone's Throw Hospitality LLC
Zoning District	C-1, Community Business District – Entrance Corridor
Historic District	No
Tax Identification	Tax Map #20A7-9-B-11A, 12 & 13

Aerial Map (Warren County GIS)



Town Zoning Map (Warren County GIS)



Front Elevation - 514 S. Royal Avenue



Rear Elevation – 514 S. Royal Avenue



**INFORMATION ON
THE APPLICATION:**

The property is located in the Towns entrance corridor just north of Joe' Steakhouse. The surrounding neighborhood is primarily used as residential units despite commercial zoning along the right-of-way. This structure was originally a dwelling unit and was used as such until it was discontinued several years ago. Since it has not been used as a dwelling unit for more than two years, per 175-126 of the Town Code it must then be brought into compliance with the current code.

Ground floor residential uses are only permitted in the C-1 district by Special Use Permit; therefore, this application is necessary to potentially reestablish the use.

RECOMMENDATION:

The applicant wishes to use the entry level floor and upper floor as one unit. The walkout basement would be the second unit.

Staff recommends approval contingent upon the following:

1. The applicant must obtain all necessary zoning and building permits for the alteration/repair of the structure.
2. The applicant must establish the use pursuant to obtaining an occupancy permit with Warren County.
3. The applicant must provide adequate off-street parking to be inspected by staff prior to issuance of the Special Use Permit.

ATTACHMENTS: Application and associated documents from the Applicant.



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 2263

Main: 540.635.4236
Fax: 540.631.2727
www.frontroyalva.com

SPECIAL USE PERMIT REQUEST

Application # 2400199

APPLICANT:

NAME EDWIN S. WRIGHT PHONE 703.346.6044
ADDRESS 4151 GOONEY MANOR LOOP BROWNSBURG VA 22610
E-MAIL edwinwright@manorlineranch.com

PROPERTY OWNER:

NAME STONE'S THROW HOSPITALITY PHONE 703.346.6044
ADDRESS 4151 GOONEY MANOR LOOP BROWNSBURG VA 22610
E-MAIL edwinwright@manorlineranch.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS 514 S. ROYAL AVE
TAX MAP 20A7 SECTION 9 BLOCK B LOT 11a, 12, 13
SUBDIVISION NAME POTTS SUB ACREAGE .2009
ZONING DISTRICT C-1

REQUEST

PROPOSED USE OF PROPERTY RESIDENTIAL DWELLING UNIT
SPECIFIC SPECIAL USE PERMIT REQUEST DWELLING UNIT ON
GROUND FLOOR

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

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17" and provide a digital copy)
2. Site Plan Application
3. Application Fee of \$400.00 pd cash Receipt # _____ Date Paid 3/8/24
4. Additional information as required by the Dept. of Planning & Community Development.

CERTIFICATION

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

Applicant Signature [Signature] Date 8 March 24

Property Owner Signature [Signature] Date 8 March 24

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

RECEIVED
MAR 08 2024

TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN.

THE PROPERTIES SHOWN HEREON ARE LOCATED ON TAX MAP 20A7 9 B 9, 10, 11, 11A, 12, 13, 14 & 15 AND 20A715 1 1, 2, 3, 4, 5, 6, 7, 8 & 9.

SURVEY REFLECTS HIGHWAY TAKING RECORDED IN DEED BOOK 435 PAGE 835 AND CONFIRMATION ORDER #9505633. HIGHWAY PROJECT NUMBER 0340-112-102, RW201.

A.J. SIMONPIETRI, JR. & GRACE C. SIMONPIETRI ACQUIRED THE PROPERTY SHOWN HEREON AT THE FOLLOWING DEEDS

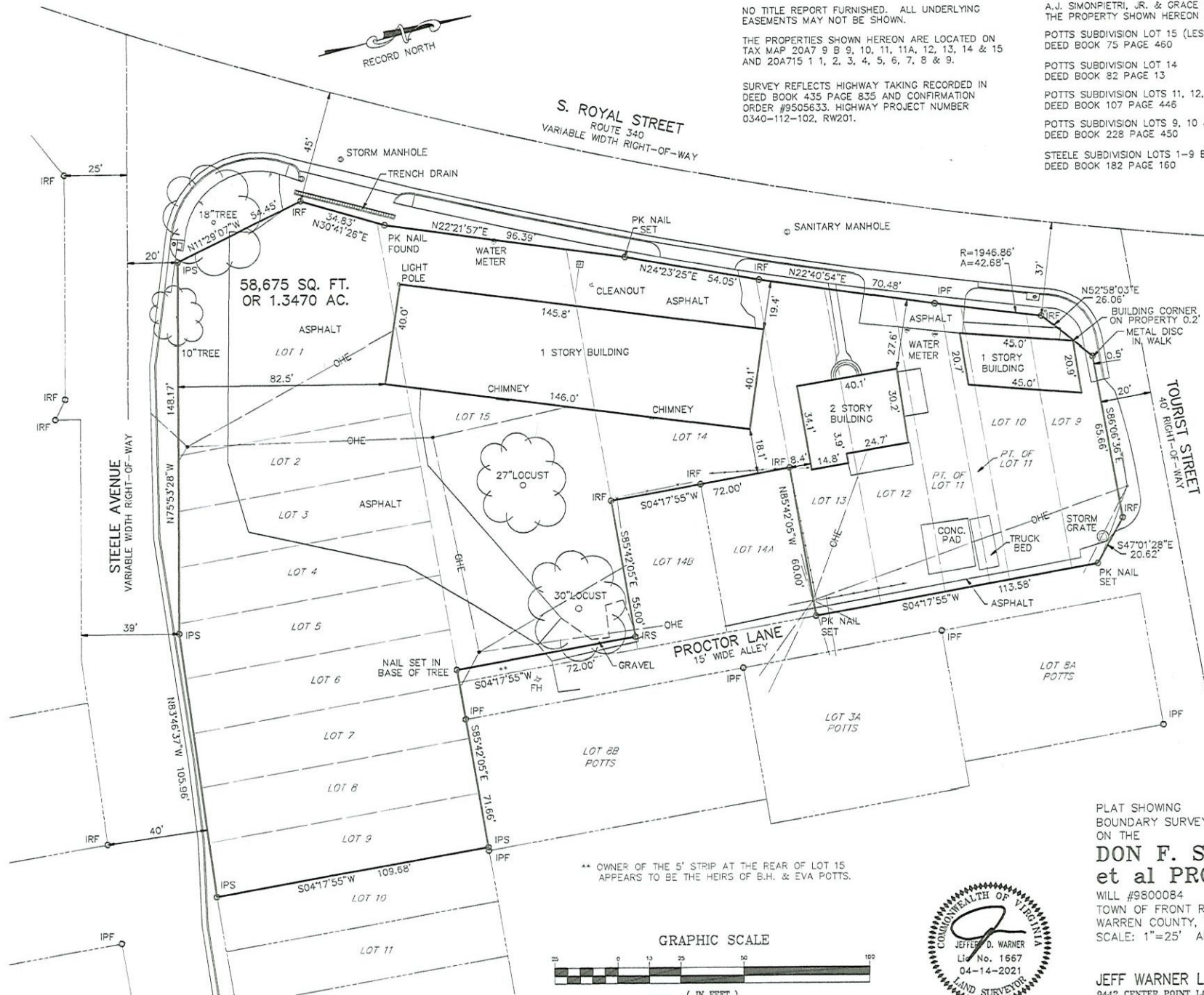
POTTS SUBDIVISION LOT 15 (LESS 5' OFF THE REAR)
DEED BOOK 75 PAGE 460

POTTS SUBDIVISION LOT 14
DEED BOOK 82 PAGE 13

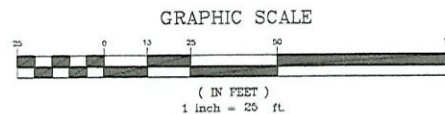
POTTS SUBDIVISION LOTS 11, 12, 13 & PART OF LOT 11
DEED BOOK 107 PAGE 446

POTTS SUBDIVISION LOTS 9, 10 & REMAINDER OF LOT 11
DEED BOOK 228 PAGE 450

STEELE SUBDIVISION LOTS 1-9 BLOCK 1
DEED BOOK 182 PAGE 160



** OWNER OF THE 5' STRIP AT THE REAR OF LOT 15 APPEARS TO BE THE HEIRS OF B.H. & EVA POTTS.



PLAT SHOWING
BOUNDARY SURVEY
ON THE

**DON F. SIMONPIETRI
et al PROPERTIES**

WILL #9800084
TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA
SCALE: 1"=25' APRIL 14, 2021



JEFF WARNER LAND SURVEYING, INC.
9442 CENTER POINT LANE MANASSAS, VA. 20110
(703) 369-5249 FAX (703) 369-5783

NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN.

THE PROPERTIES SHOWN HEREON ARE LOCATED ON TAX MAP 20A7 9 B 9, 10, 11, 11A, 12, 13, 14 & 15 AND 20A715 1 1, 2, 3, 4, 5, 6, 7, 8 & 9.

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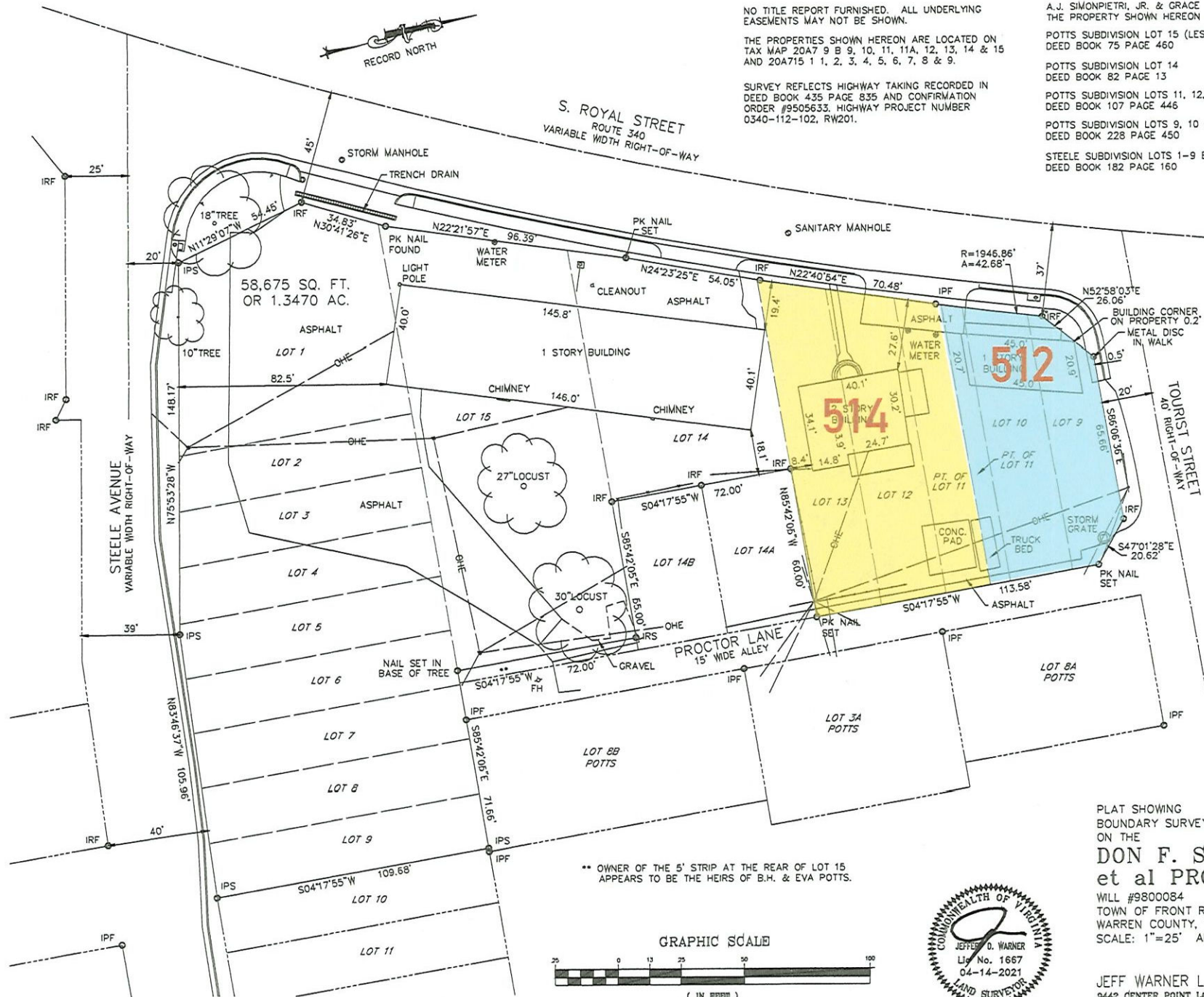
POTTS SUBDIVISION LOT 15 (LESS 5' OFF THE REAR)
DEED BOOK 75 PAGE 460

POTTS SUBDIVISION LOT 14
DEED BOOK 82 PAGE 13

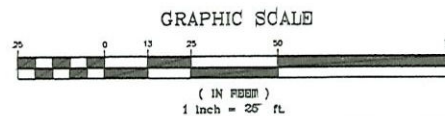
POTTS SUBDIVISION LOTS 11, 12, 13 & PART OF LOT 11
DEED BOOK 107 PAGE 446

POTTS SUBDIVISION LOTS 9, 10 & REMAINDER OF LOT 11
DEED BOOK 228 PAGE 450

STEELE SUBDIVISION LOTS 1-9 BLOCK 1
DEED BOOK 182 PAGE 160



** OWNER OF THE 5' STRIP AT THE REAR OF LOT 15 APPEARS TO BE THE HEIRS OF B.H. & EVA POTTS.



PLAT SHOWING
BOUNDARY SURVEY
ON THE

**DON F. SIMONPIETRI
et al PROPERTIES**

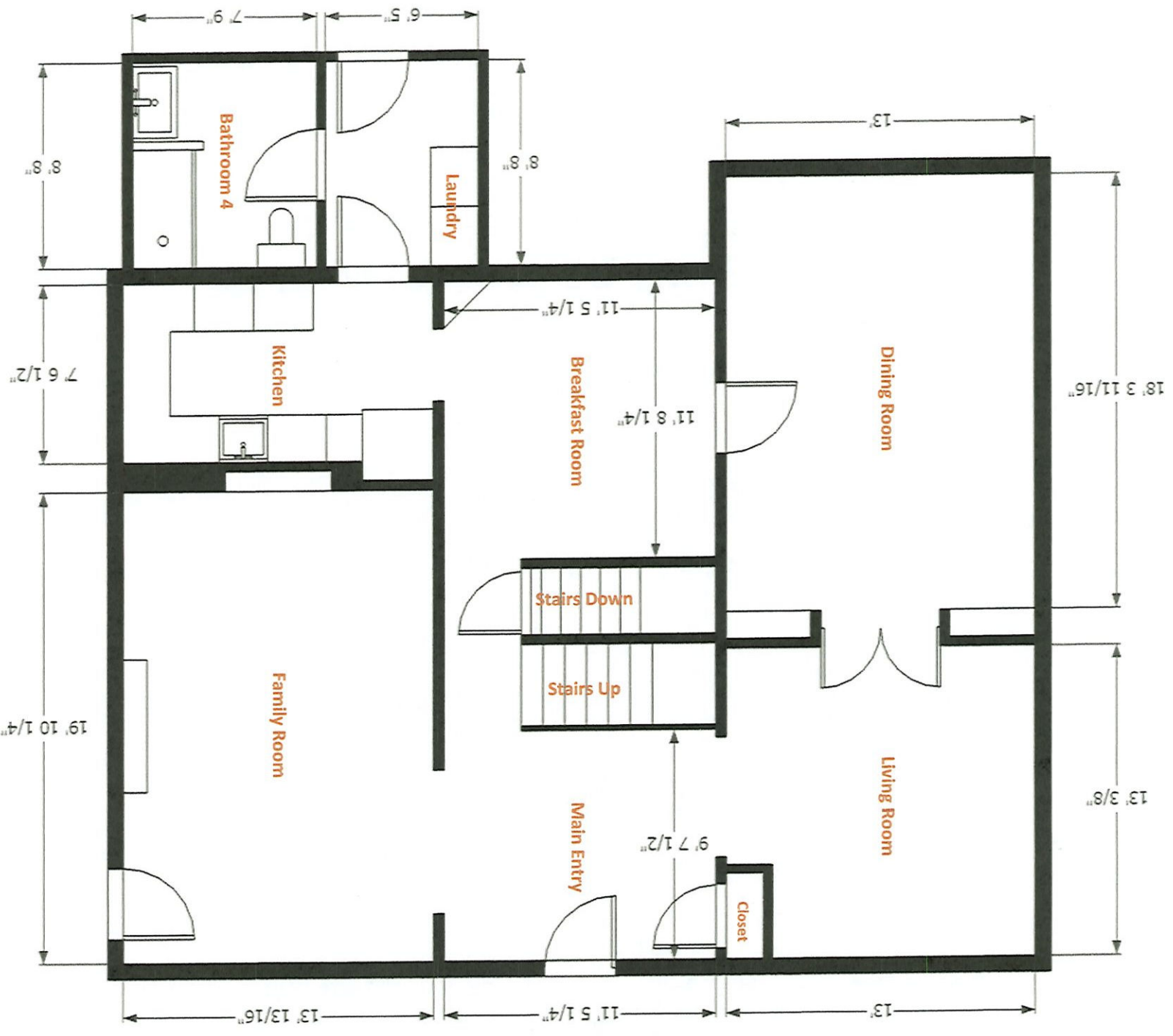
WILL #9800084
TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA
SCALE: 1"=25' APRIL 14, 2021

JEFF WARNER LAND SURVEYING, INC.
9442 CENTER POINT LANE MANASSAS, VA. 20110
(703) 369-5249 FAX (703) 369-5783

514 S Royal Ave, Unit "A" - Ground Floor

Sunny, Lovable 5 Bedroom, 4 Bathroom Historic House with Laundry and Storage

Approx. 2400 sf, Entry Facing S. Royal Ave.



514 S Royal Ave, Unit "A" - Second Floor

Sunny, Lovable 5 Bedroom, 4 Bathroom Historic House with Laundry and Storage

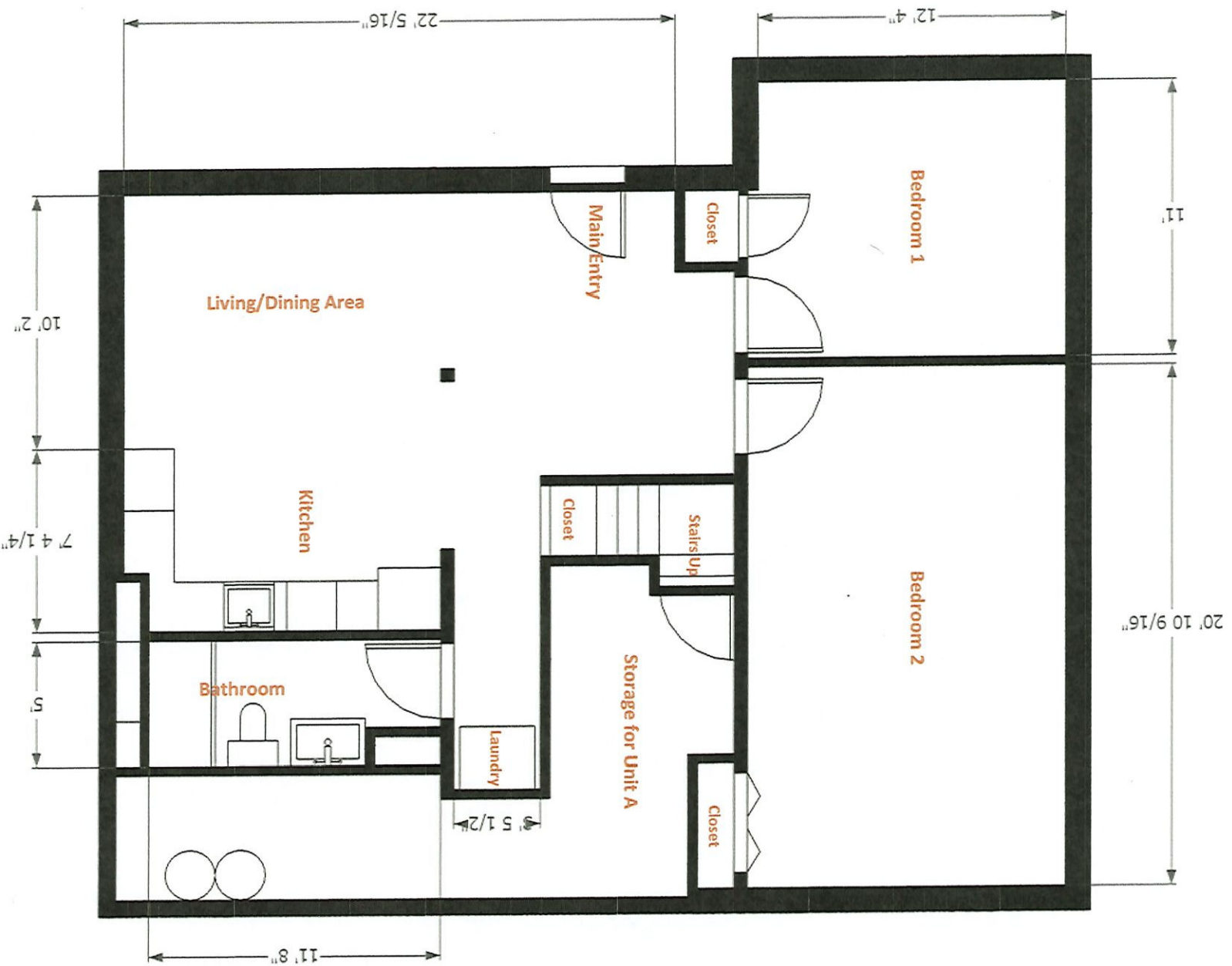
Approx. 2400 sf, Entry Facing S. Royal Ave.



514 S Royal Ave, Unit "B" - Basement

Cheerful 2 Bedroom, 1 Bathroom Dwelling Unit with Laundry and Spacious Kitchen Area

Approx. 850 sf, Entry Facing Proctor Lane



514 S Royal Ave - Parking Plan

Total of Six (6) Parking Spaces

To be marked as 2 for Unit "A" and 2 for Unit "B" and 2 for Guest





REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 07E

Agenda Item: PUBLIC HEARING – Special Use Permit for Ground Floor Dwelling at 512 S. Royal Avenue

Summary: Council is requested to consider a request from Edwin S. Wright for a Special Use Permit to allow a ground floor dwelling unit at 512 S. Royal Avenue (tax map #20A7-9-B-9, 10 & 11) conditioned upon the following:

1. The applicant must obtain all necessary zoning and building permits for the alteration/repair of the structure.
2. The applicant must establish the use pursuant to obtaining an occupancy permit with Warren County.
3. The applicant must provide adequate off-street parking to be inspected by staff prior to issuance of the Special Use Permit

The property is zoned C-1, Community Business District and is located within the Entrance Corridor,

Budget/Funding:

Meetings: Work Session held May 6, 2024

Proposed Motion:

I move that Council approve a Special Use Permit from Edwin S. Wright for a Special Use Permit to allow a ground floor dwelling unit at 512 S. Royal Avenue (tax map #20A7-9-B-9, 10 & 11) with the following conditions:

- 1) The applicant must obtain all necessary zoning and building permits for the alteration/repair of the structure.
- 2) The applicant must establish the use pursuant to obtaining an occupancy permit with Warren County.
- 3) The applicant must provide adequate off-street parking to be inspected by staff prior to issuance of the Special Use Permit

Moved _____ *Seconded* _____

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

PUBLIC HEARING

2400200 – SPECIAL USE PERMIT

512 S. ROYAL AVENUE



**TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting
April 17, 2024**

APPLICATION #:

2400200

APPLICANT:

Edwin S. Wright

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a ground floor dwelling unit at 512 S. Royal Avenue. The property is zoned C-1, Community Business District.

GENERAL INFORMATION:

Site Addresses	512 S. Royal Avenue
Property Owner(s)	Stone's Throw Hospitality LLC
Zoning District	C-1, Community Business District – Entrance Corridor
Historic District	No
Tax Identification	Tax Map #20A7-9-B-9, 10 & 11

Aerial Map (Warren County GIS)



Town Zoning Map (Warren County GIS)



Front Right Elevation – 512 S. Royal Avenue



Rear Elevation – 512 S. Royal Avenue



**INFORMATION ON
THE APPLICATION:**

The property is located in the Towns entrance corridor just north of Joe' Steakhouse. The surrounding neighborhood is primarily used as residential units despite commercial zoning along the rights-of-way. The use of the structure was discontinued several years ago.

Ground floor residential uses are only permitted in the C-1 district by Special Use Permit making this application necessary to potentially establish the use.

The applicant wishes to use the entry level floor as one unit and the walkout basement would be the second unit.

RECOMMENDATION:

Staff recommends approval of Special Use Permit Application 2400200 contingent upon the following:

1. The applicant must obtain all necessary zoning and building permits for the alteration/repair of the structure.
2. The applicant must establish the use pursuant to obtaining an occupancy permit with Warren County.
3. The applicant must provide adequate off-street parking to be inspected by staff prior to issuance of Special Use Permit.

ATTACHMENTS: Application and associated documents from the Applicant.



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

102 EAST MAIN STREET

P.O. BOX 1560

FRONT ROYAL, VA 2263

Main: 540.635.4236

Fax: 540.631.2727

www.frontroyalva.com

SPECIAL USE PERMIT REQUEST

Application # 2400200

APPLICANT:

NAME EDWIN S. WRIGHT PHONE 703-346-6844
ADDRESS 4151 GOONEY MANOR LOOP BROWNTOWN VA 22610
E-MAIL edwinwright@manorlineranch.com

PROPERTY OWNER:

NAME STONE'S THROW HOSPITALITY LLC PHONE 703-346-6844
ADDRESS 4151 GOONEY MANOR LOOP BROWNTOWN VA 22610
E-MAIL edwinwright@manorlineranch.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS 512 S ROYAL AVE
TAX MAP 20A7 SECTION 9 BLOCK B LOT 9, 10, 11
SUBDIVISION NAME POTTS SUB ACREAGE .152
ZONING DISTRICT C-1

REQUEST

PROPOSED USE OF PROPERTY RESIDENTIAL DWELLING UNIT
SPECIFIC SPECIAL USE PERMIT REQUEST DWELLING UNIT ON GROUND
FLOOR.

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

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17" and provide a digital copy)
2. Site Plan Application
3. Application Fee of \$400.00 PAID CASH Receipt # Date Paid 3/8/24
4. Additional information as required by the Dept. of Planning & Community Development.

CERTIFICATION

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

Applicant Signature Edwin Wright Date 8 March 24

Property Owner Signature Edwin Wright Date 8 March 24

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

RECEIVED
MAR 08 2024

TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN.

THE PROPERTIES SHOWN HEREON ARE LOCATED ON TAX MAP 20A7 9 B 9, 10, 11, 11A, 12, 13, 14 & 15 AND 20A715 1 1, 2, 3, 4, 5, 6, 7, 8 & 9.

SURVEY REFLECTS HIGHWAY TAKING RECORDED IN DEED BOOK 435 PAGE 835 AND CONFIRMATION ORDER #9505633. HIGHWAY PROJECT NUMBER 0340-112-102, RW201.

A.J. SIMONPIETRI, JR. & GRACE C. SIMONPIETRI ACQUIRED THE PROPERTY SHOWN HEREON AT THE FOLLOWING DEEDS

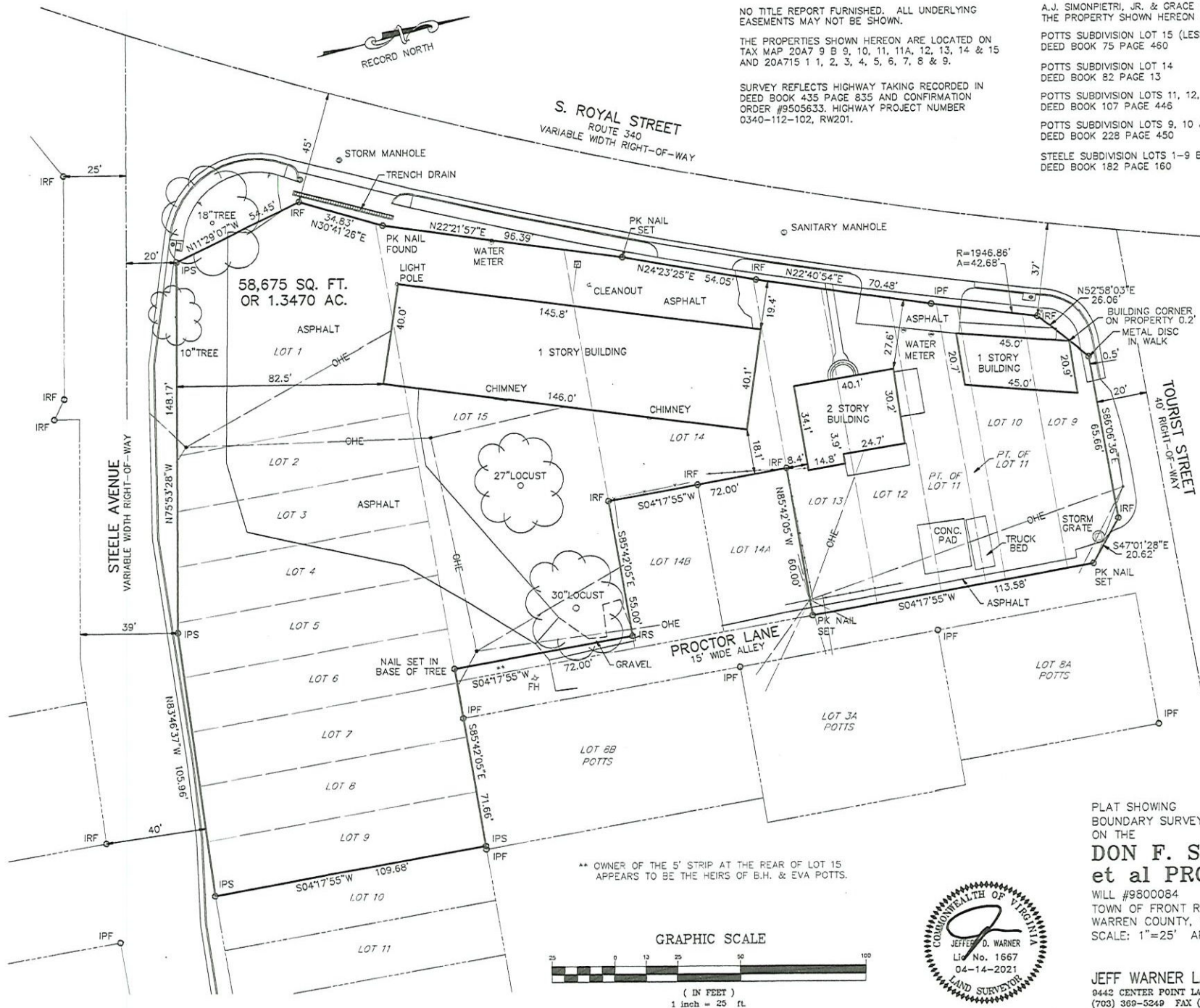
POTTS SUBDIVISION LOT 15 (LESS 5' OFF THE REAR)
DEED BOOK 75 PAGE 450

POTTS SUBDIVISION LOT 14
DEED BOOK 82 PAGE 13

POTTS SUBDIVISION LOTS 11, 12, 13 & PART OF LOT 11
DEED BOOK 107 PAGE 446

POTTS SUBDIVISION LOTS 9, 10 & REMAINDER OF LOT 11
DEED BOOK 228 PAGE 450

STEELE SUBDIVISION LOTS 1-9 BLOCK 1
DEED BOOK 182 PAGE 160



** OWNER OF THE 5' STRIP AT THE REAR OF LOT 15 APPEARS TO BE THE HEIRS OF B.H. & EVA POTTS.

PLAT SHOWING
BOUNDARY SURVEY
ON THE

**DON F. SIMONPIETRI
et al PROPERTIES**

WILL #9800084
TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA
SCALE: 1"=25' APRIL 14, 2021

JEFF WARNER LAND SURVEYING, INC.
9442 CENTER POINT LANE MANASSAS, VA. 20110
(703) 369-5249 FAX (703) 369-5783

NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN.

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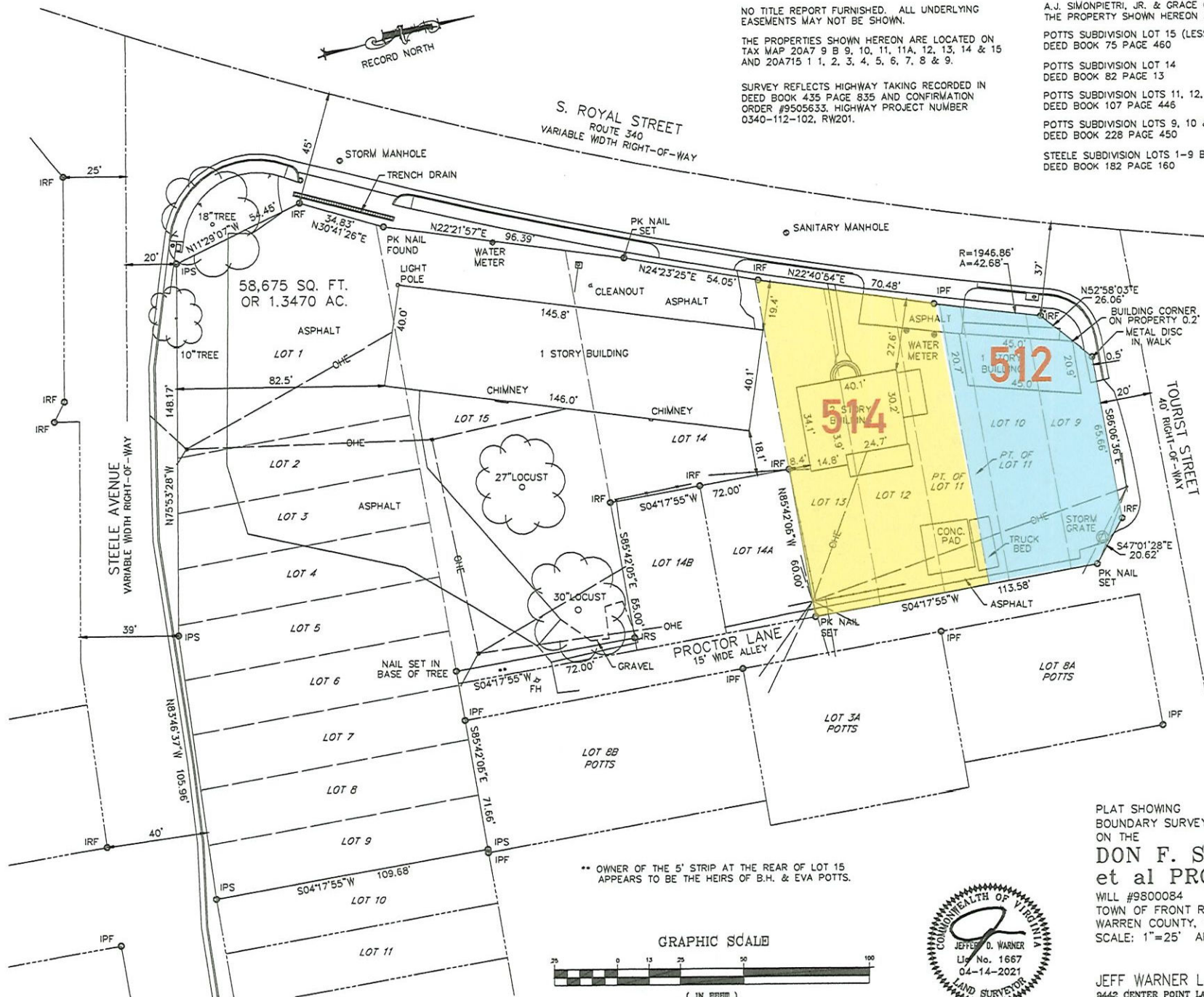
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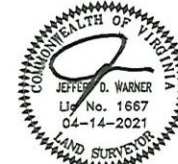
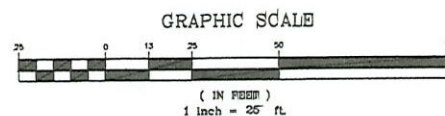
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PLAT SHOWING
BOUNDARY SURVEY
ON THE

**DON F. SIMONPIETRI
et al PROPERTIES**

WILL #9800084

TOWN OF FRONT ROYAL

WARREN COUNTY, VIRGINIA

SCALE: 1"=25' APRIL 14, 2021

JEFF WARNER LAND SURVEYING, INC.

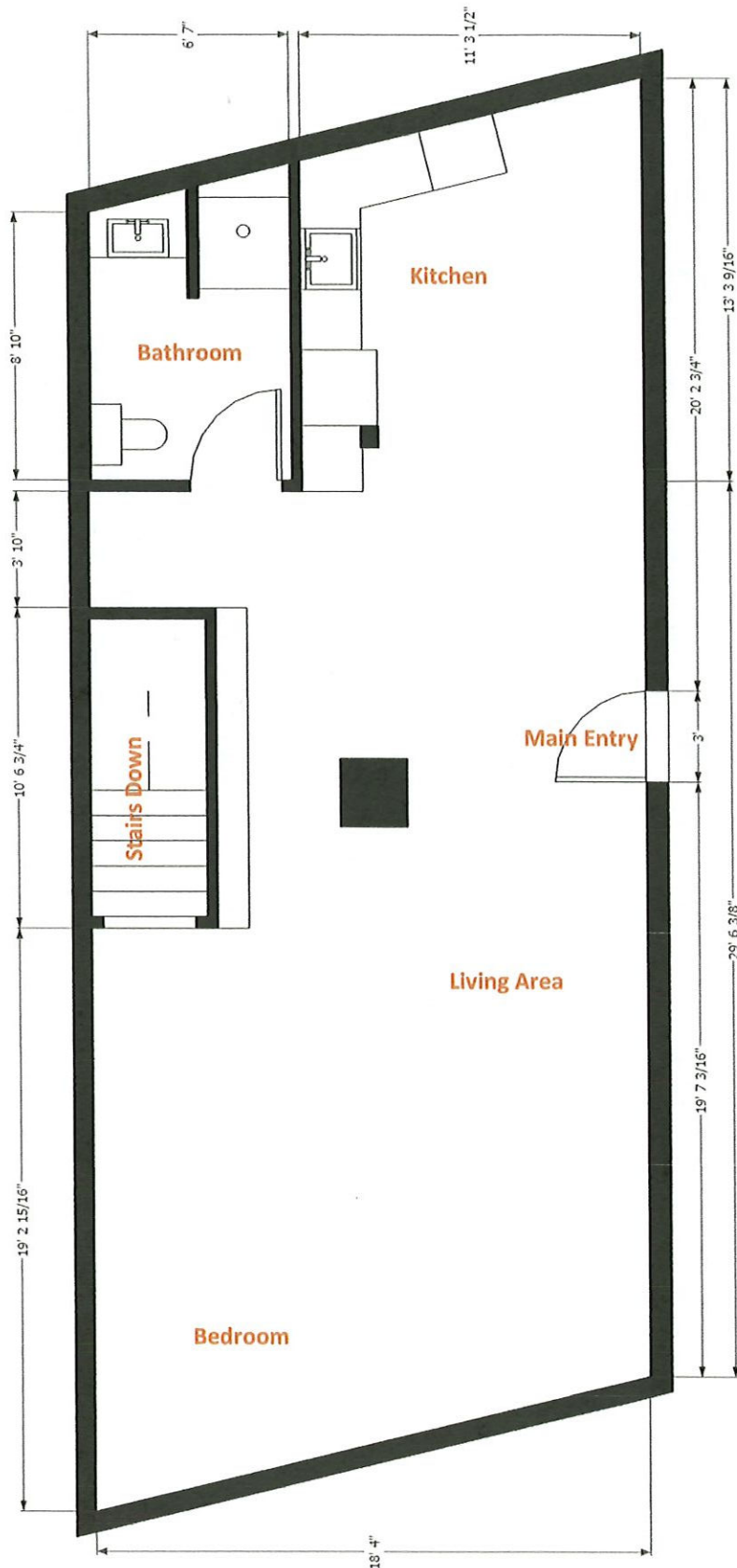
9442 CENTER POINT LANE MANASSAS, VA. 20110

(703) 369-6249 FAX (703) 369-6783

512 S Royal Ave, Unit "A"

Open Floor Plan, Spacious Dwelling Unit—One Bedroom, One Bathroom

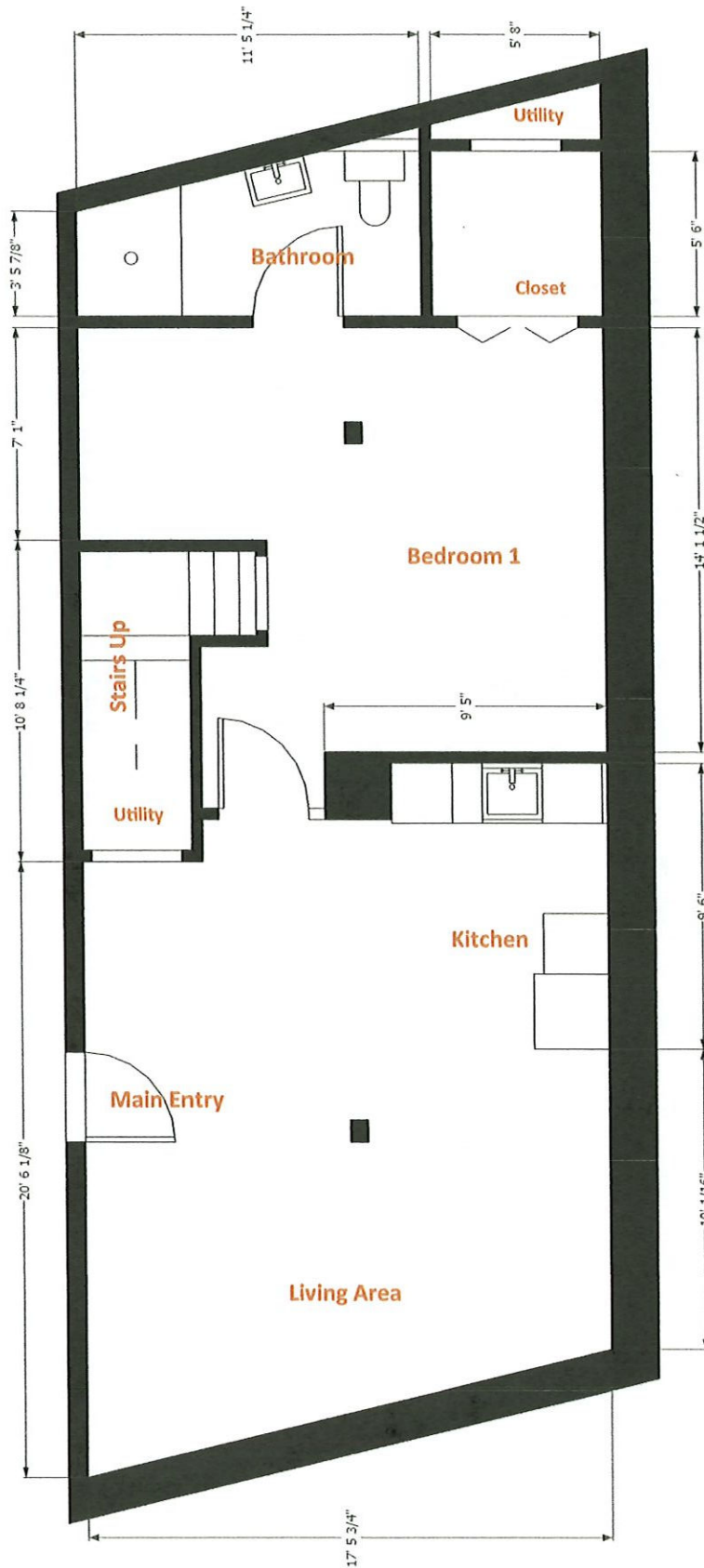
Approx. 750 sf, Entry Facing S. Royal Ave.



512 S Royal Ave, Unit "B"

Quiet One Bedroom, One Bathroom Dwelling Unit with Large Closet in Walk-Out Basement

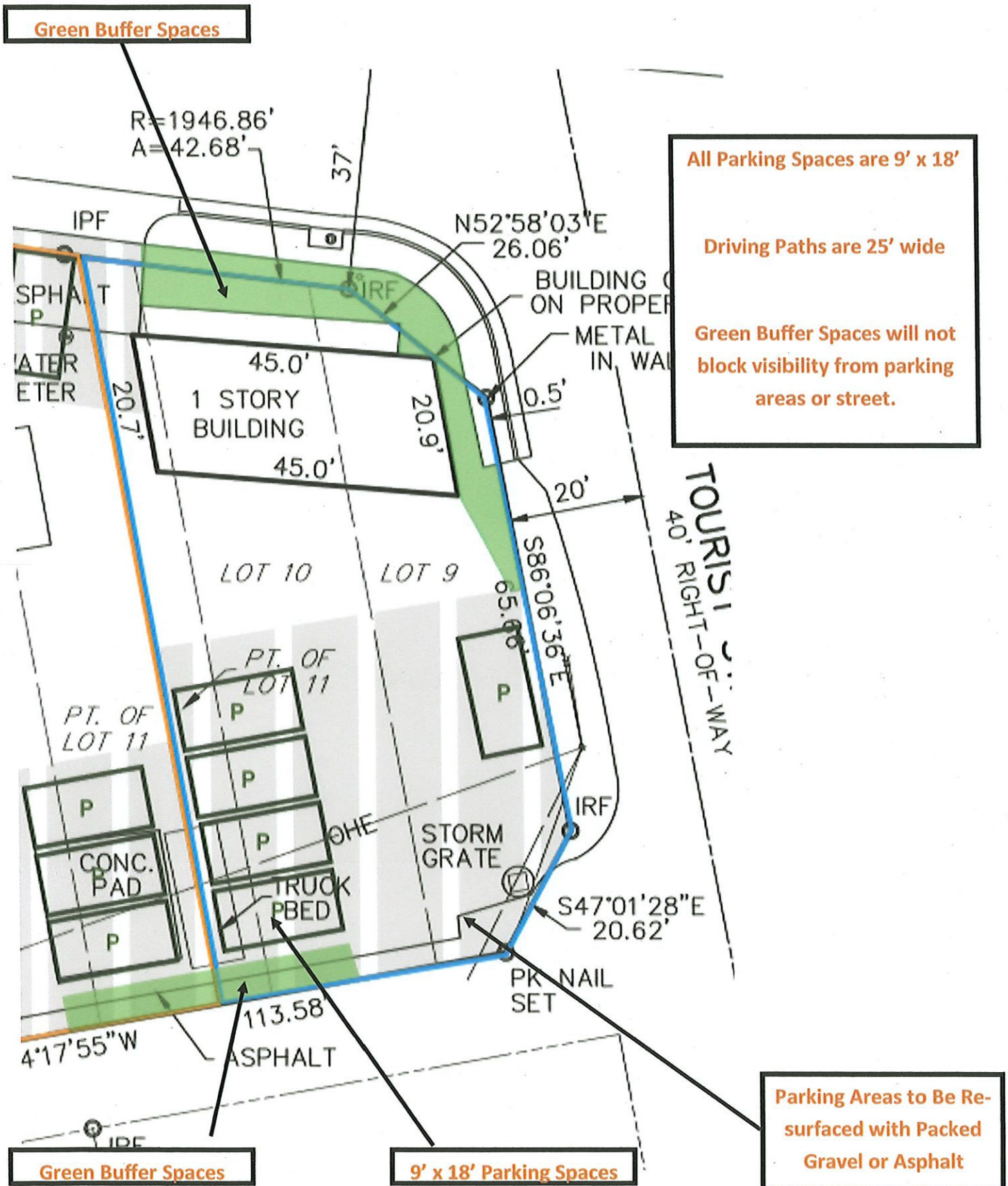
Approx. 700 sf, Entry Facing Proctor Lane



512 S Royal Ave - Parking Plan

Total of Five (5) Parking Spaces

To be marked as 2 spaces for Unit "A" and 2 spaces for Unit "B" and 1 space for Guest





REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 07F

Agenda Item: PUBLIC HEARING – Ordinance to Amend Town Code Chapter 66 Animals Generally to Remove Contradictory Language Currently in Town Code Chapter 175 Zoning

Summary: Council is requested to consider an ordinance to amend Town Code Chapter 66 Animals Generally to remove contradictory language currently in Town Code Chapter 175 Zoning as presented. Staff researched Urban Agricultural regulations and determined that the most appropriate place for these requirements is within Chapter 66 of the Town Code, not Chapter 175. Chapter 66 regulates animals within Town limits. If approved staff will be able to remove contradictory language between the two chapters and condense the requirements into one place.

Budget/Funding: None

Meetings: Work Session held April 8, 2024

Proposed Motion:

- 1) I move that Council approve an Ordinance to amend Town Code Chapter 66 Animals Generally to remove contradictory language currently in Town Code Chapter 175 Zoning as presented.
- 2) I move that Council deny an ordinance to Amend Town Code Chapter 66-Animals Generally to remove contradictory language currently in Town Code Chapter 175 Zoning

Moved _____ *Seconded* _____

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

**ORDINANCE TO AMEND AND REENACT CHAPTER 66 SECTIONS 66-1 THROUGH
66-5 AND SECTIONS 66-12 THROUGH 66-14 OF THE FRONT ROYAL TOWN CODE
TO REMOVE CONTRADICTORY LANGUAGE CURRENTLY IN CHAPTER 175
PERTAINING TO ANIMALS IN TOWN LIMITS**

WHEREAS, Town Staff has researched Urban Agriculture regulations and determined that the most appropriate place for these requirements is within Town Code Chapter 66 Animals Generally and not Chapter 175 Zoning; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia that Chapter 66 Sections 66-1 through 66-5 and 66-12 through 66-13 of the Front Royal Town Code hereby be enacted as follows:

Chapter 66

DOGS AND OTHER ANIMALS

Sections:

ANIMALS GENERALLY

- 66-1 LIVESTOCK RUNNING AT LARGE**
- 66-2 IMPOUNDMENT; REDEMPTION; SALE**
- 66-3 MAINTENANCE OF PENS AND KENNELS**
- 66-4 CRUELTY TO ANIMALS**
- 66-5 SLAUGHTERING ~~OF STOCK~~ PROHIBITED**

DOGS

- 66-6 DOGS RUNNING AT LARGE**
- 66-6.1 TETHERING RESTRICTIONS FOR DOGS AND OTHER CANINES**
- 66-7 NOISY DOGS**
- 66-8 DANGEROUS DOGS AND VICIOUS DOGS**
- 66-9 PROUD FEMALE DOGS**
- 66-10 DISPOSITION OF UNTAGGED DOGS**
- 66-11 RABIES**

KEEPING OF CERTAIN ANIMALS

- 66-12 DEFINITIONS**
- 66-13 PROHIBITION**
- 66-14 EXEMPTIONS**

ASSAULT AND INTIMIDATION WITH ANIMALS

- 66-15 FINDINGS AND POLICY OF ARTICLE IV**
- 66-16 DEFINITIONS**
- 66-17 ANIMALS USED TO INTIMIDATE**

**66-18 CONTAINMENT OR MUZZLING OF CERTAIN ANIMALS HAVING AN
INTIMIDATING OR FRIGHTENING APPEARANCE; REQUIREMENT
ANIMAL BE CONFINED OR PENNED**

66-19 UNEXPECTED EXPOSURE TO FRIGHTENING DISPLAY

66-20 PROCEDURE TO DECLARE AN ANIMAL INTIMIDATING

66-21 DUTY OF OWNER OR CUSTODIAN TO NOTIFY AUTHORITIES

66-22 EXCEPTIONS

66-23 PENALTY

66-24 SEVERABILITY

ANIMALS GENERALLY

66-1 LIVESTOCK RUNNING AT LARGE

It shall be unlawful for an owner or custodian to permit cows, horses or other livestock as defined in Section 66-12 to run at large within the Town.

66-2 IMPOUNDMENT; REDEMPTION; SALE

It shall be the duty of the Town Police, upon finding an animal running at large in violation of Section 66-1, immediately to stable or pen such animal and forthwith to post at the courthouse in the Town, notice of having taken possession of such animal, with a reasonable description of the same. It shall furthermore be the duty of the Police, in the event that no pound or pen is provided by the Town, to arrange with a private person for the care, keep and protection of such animal so taken up and report his action to the Town Manager or, in his absence, to the Mayor, who will forthwith notify the owner of such animal, if known, and issue a summons to be served upon him thereby bringing the case before the County Court for trial. If the owner of such animal is unknown, the Town Manager shall, after ten (10) days' notice given by written notices posted in the courthouse and post office in the Town, offer such animal for sale, at public auction, to the highest bidder before the courthouse door, and out of the proceeds coming into his hands, he shall first pay the cost of keep of such animal from time it has been taken up until the day of sale, all court costs and fees, cost of sale and such fine as shall have been imposed. Any balance remaining in his hands shall be deposited in the treasury, and if the person properly entitled to the same upon a hearing before the County Court establishes his ownership of such animal, then the remainder of the proceeds of such sale shall be paid over to him.

66-3 MAINTENANCE OF PENS AND KENNELS

Pens, stables, coops, kennels and yards for any animals or fowl located in the Town shall be kept in a sanitary condition at all times by the owner or person in charge thereof and shall be subject to inspection by the Health Officer, who shall be authorized to go upon the property in question to inspect facilities in plain view.

66-4 CRUELTY TO ANIMALS

A. Any person who overrides, overdrives, overloads, tortures, ill-treats or cruelly or unnecessarily beats, maims, mutilates or kills any animal, whether belonging to himself or another, or deprives any animal of necessary sustenance, food or drink or causes any of the above things or, being the owner of such animal, permits such acts to be done by another or willfully sets on foot, instigates, engages in, or in any way furthers an act of cruelty to any animal or shall carry or cause to be carried in or upon any vehicle or vessel or otherwise any animal in cruel, brutal or inhuman manner so as to produce torture or unnecessary suffering shall be guilty of a misdemeanor, but nothing in this section shall be construed to prohibit the dehorning of cattle.

B. The word "animal" as used in this section, shall be construed to include birds and fowls.

66-5 SLAUGHTERING PROHIBITED

It shall be unlawful for any butcher or vendor of meats or any other person to slaughter **animals** animals, including livestock or fowl as defined in Section 66-12, within the Town limits.

KEEPING CERTAIN ANIMALS PROHIBITED WITHIN TOWN LIMITS

66-12 DEFINITIONS

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

BEES – Those domesticated insects known as the western honey bee which produce honey and beeswax, and nest in a beehive.

DOMESTICATED HOUSEHOLD PETS - Animals normally 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, ~~and domesticated rabbits, rabbits,~~ hamsters and gerbils, and excluding livestock and fowl.

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 traditionally 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, goats and sheep.

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, and except for those exemptions listed in Section 66-14, it shall be unlawful for any person to raise, house, or otherwise keep livestock, fowl, bees or exotic animals within the limits of the Town of Front Royal. This Article may be enforced by an Animal Control Officer, Front Royal Police Officer, or the Town Code Enforcement Officer. A violation of this Article shall constitute a Class III Misdemeanor. Subsequent violations shall constitute a Class II Misdemeanor.

66-14 EXEMPTIONS

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

B. This Article shall not apply to livestock ~~or~~ fowl or bees kept on property where agriculture is a permitted use either by right or as a legally non-conforming use under Town Code Chapter 175, on any operating farm of one (1) acre in size or more located within the town limits.

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

C. This Article shall not apply to chickens or bees so long as permitted as provided below and only so long as the person keeping such animals remains in full compliance with all of the permitting terms and conditions listed below. The prohibition against the slaughtering of animals contained in Section 66-5 shall apply to this Article.

(1) It shall be lawful for any person to keep, permit or allow chickens or bees within the corporate limits of the Town on residential property used as a single-family detached or semidetached dwelling. No chickens or bees shall be allowed on any residential property with more than one dwelling unit. No more than six (6) chickens and/or two (2) beehives shall be allowed on a single residential property. Chickens and bees allowed under this section shall be raised for domestic use only, and no commercial use such as selling eggs, selling chickens for meat, or selling of honey or beeswax, shall be allowed. No roosters shall be allowed.

(2) Persons wishing to keep chickens pursuant to this Article must file an application with the Town's Department of Planning and Zoning, which application shall include a sketch showing the area where the chickens will be housed and the types and size of coops in which the chickens shall be housed. The sketch must show all dimensions and setbacks, and a management plan that adequately addresses waste disposal, site suitability, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance with verification that the applicant has completed the Virginia Livestock Premises Registration with the Virginia State Veterinarian's Office. The management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit

organization or government entity. An inspection, and conditions of approval or recommendations may be required as part of the permit based on the management plan or other recommendations of the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity.

(3) All chickens must be kept at all times in an enclosed, covered, secure, movable or stationary coop that contains at a minimum four (4) square feet per bird and an additional eight (8) square feet of run space per bird. Coops shall be located in the side or rear yard and shall be situated at least ten (10) feet from all property lines. In addition, all coops shall be located at least twenty (20) feet from streams, tributaries, ditches, swales, stormwater management facilities, drop-inlets, or other storm drainage areas that might allow fecal matter to enter any Town storm drainage system or stream. All coops 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.

(4) All feed for the chickens shall be kept in a secure container or location to prevent the attraction of rodents and other animals. Chicken litter and waste shall not be deposited in any trash container that is collected by any public or private waste collector and shall be disposed of by composting on site, collected by a bona fide poultry litter service, or bagged and taken to the county landfill. Any dead bird shall not be deposited in any trash container that is collected by any public or private waste collector but shall be either composted or buried on site or taken to the county landfill. Further, all unexplained bird deaths shall be reported to the Virginia Department of Agriculture and Consumer Services prior to composting, burial, or transport to the county landfill.

(5) Persons wishing to keep bees pursuant to this Article must file an application with the Town's Department of Planning and Zoning. Beehives 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. The permit application shall include a sketch showing the area where the beehive(s) will be located. 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. The harvesting of honey shall take place within an enclosed building.

(6) Payment of a fifty dollar (\$50.00) permit application fee, and a fifty dollar (\$50.00) permit renewal reinspection fee, is required for all permits. Permits shall be displayed and maintained at all times in a conspicuous location on approved coops and beehives. Applicants are encouraged to notify adjacent property owners of intent to keep chickens or bees. A permit issued following inspection shall be valid for one (1) year except that the Department of Planning and Zoning may successively renew a permit in additional one (1) year increments prior to expiration provided that the use remains in compliance with any management plan and otherwise remains lawful following reinspection. Any permit issued may be revoked by the Department of Planning and Zoning at any time if such use significantly deviates from the approved permit and/or management plan. The denial or revocation of a permit may be appealed for review by the Town Manager within ten (10) days whose decision shall be final.

This ordinance shall become effective _____.

APPROVED:

Lori A. Cockrell, Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Ordinance was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2024 upon the following recorded vote:

R. Wayne Sealock	__ Yes __ No	H. Bruce Rappaport	__ Yes __ No
Joshua L. Ingram	__ Yes __ No	Melissa DeDomenico-Payne	__ Yes __ No
Amber F. Morris	__ Yes __ No	Glenn E. Wood	__ Yes __ No

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on May 13 and May 20, 2024.

Approved as to Form and Legality:

George M. Sonnett, Jr., Town Attorney

Dated: _____



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 10A

Agenda Item: FY24 Budget Amendment to Receive Funds for Electric Pole Stock Replacement

Summary: Council is requested to approve a budget amendment for the Town's fiscal year 2023-2024 budget in the amount of \$20,721.76. The Town has received \$20,721.76 from Bright Speed to reimburse the Town for replacement of 22 electric poles. If approved, this budget amendment would offset the additional expense incurred by the Department of Energy Services for the pole replacements.

Budget/Funding: FY24 Budget Amendment

9401-3161703	Dept of Energy Services Connection Charge Revenue	+\$20,721.76
9401-47502	Dept of Energy Services Line Extensions Expenditure	+\$20,721.76

Meetings: Work Session held May 13, 2024

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

Proposed Motion: I move that Council approve a budget amendment for the Town's fiscal year 2023-2024 budget in the amount of \$20,721.76 to reimburse the Town for replacement of 22 electric poles from Bright Speed.

Moved _____ *Seconded* _____

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

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



Memo

To: BJ Wilson, Director of Finance
From: Carey Saffelle, Director of Energy Services
Date: April 18, 2024
Re: Brightspeed Pole Stock Replacement Reimbursement

Per the Pole Attachment Agreement between the Town of Front Royal and Bright Speed (formerly Century Link/Sprint), it is stipulated that in the event of the Town replacing one of Brightspeed's poles with a Town stock pole, ownership of the pole transfers to Brightspeed. However, Brightspeed is obligated to provide the Town with a replacement stock pole.

Regrettably, this practice has not been adhered to by Century Link in recent years, resulting in a shortfall of 22 poles owed to the Town. Following Brightspeed's acquisition of the company, a decision was reached to address this discrepancy by invoicing Brightspeed for the expenses incurred by the Town for pole replacements - totaling \$20,721.76.

Therefore, I hereby request a budget amendment to allocate these funds back to account 9401-47502 Line Extensions.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal



REGULAR COUNCIL MEETING AGENDA STATEMENT

Meeting Date: May 28, 2024

Item#10B

Agenda Item: FY24 Budget Amendment, Financing, & Purchase for Single Axle Vac Truck

Summary: Council is requested to approve the purchase of a new single axle flush-vac truck; from Atlantic Machinery Inc. using the cooperative contracting via the Virginia Sheriff's Association Heavy Equipment Procurement Program bid#24-05-0713 in the amount of \$451,518.00; Council is requested to approve lease financing for the total amount of \$456,018.00 from Home Trust Bank for a term of 7 years with fixed rate of 4.96% with semi-annual payments of \$38,899.81, and Council is requested to approve a FY24 Budget Amendment in the amount of \$456,018.00 to increase revenues to receive the loan proceeds and \$451,518.00 to increase expenses for the purchase of the single axle vac truck and \$4,500 for VML VACO service fee.

Budget/Funding: FY24 Budget Amendment

9801-3410001	WWTP Bond Proceeds	\$456,018.00
9802-47005	Sewer Line Maintenance	\$456,018.00

Meetings: Work Session – May 13th, 2024

Proposed Motion: I move that Council approve the purchase of a new single axle flush-vac truck; from Atlantic Machinery Inc. using the cooperative contracting via the Virginia Sheriff's Association Heavy Equipment Procurement Program bid#24-05-0713 in the amount of \$451,518.00; furthermore I move that Council to approve lease financing for the total amount of \$456,018.00 from Home Trust Bank for a term of 7 years with fixed rate of 4.96% with semi-annual payments of \$38,899.81, and lastly Council to approve a FY24 Budget Amendment in the amount of \$456,018.00 to increase revenues to receive the loan proceeds and \$451,518.00 to increase expenses for the purchase of the single axle vac truck and \$4,500 for VML VACO service fee.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____

MEMORANDUM

TO: BJ Wilson, Director of Financing

FROM: Donald B McPaters, Director of Fleet Maintenance

SUBJECT: Purchase of a Vaccon 3-Yard Flush Truck Non CDL

.

DATE: May 3, 2024,

Water and Sewer Maintenance has requested a small flush truck to be purchased for use in areas where the larger flush truck #660 is hard to get in. One area that comes to mind is the area of the old BFW are under the railroad track on North Royal Ave. Another reason is the cost of renting a unit which costs around \$5000.00 a week for a rental unit when the larger flush truck #660 breaks down and is needed for repairs for a long period of time. This would give them a backup truck. The truck is on the Va Sheriffs Contract # **24-05-0713** at a price of, **\$451,518.00** and the vender is Atlantic Machinery Inc.

ATLANTIC

MACHINERY INC.

Sewer and Street Equipment Specialists

April 25, 2024

Town of Front Royal
800 Crosby Rd.
Front Royal, VA 22630

Attn: Robert Boyer

Re: Vaccon 3 Yard, Va Sheriffs Contract # **24-05-0713**

Dear Mr. Boyer,

Per your recent conversations with Connor and Mark, Atlantic Machinery, Inc. is pleased to quote a Vaccon non cdl 3 yard unit. Our quotation is as follows:

Model Number - VPD2130H/500 S AS

Standard Equipment Includes:

PD2130 Roots 616 PD Blower 16"HG/2500 CFM

Transfer Case Blower Drive with High Performance Carbon Chord Timing Belt

3/16" 3.5 yd3 Corten Steel Debris Tank - 5 year warranty

Outlet screen assembly - 8" diameter

Full opening rear door with hydraulic rear door locks

8 " Automatic Vacuum breaker door system

Poly float ball load level indicator

5" Butterfly valve with 10' layflat hose, with bar screen

Strainer (Trash bars) on both ports of debris dome

Built in Body Prop , Sub Frame Mounted

Debris tank Dumping: minimum 45 deg., hydraulic lift

Dump Height 60"

Rear mounted bumper

500 gallons capacity Aluminum water tank - 5 year warranty

1/4" Ball valve for water tank drain

5' X 6" Diameter Extendable Boom with Pendant Control Station

6 Way Pendant Control Station - unless wireless remote selected

Behind Cab Boom Support Chassis frame mounted Boom Cradle Assembly with Bumper mounted boom docking assembly

Triplex water pump -Hydrostatic Drive

Water Pump Remote Oil Drain

30 gpm/3000 psi water pump system

400' high pressure jet rodder hose (3/4")

Front mounted / swiveling hose reel, 500' max capacity (3/4")

1) each sanitary and penetrator nozzles

Water Manifold assembly

Hose guide (Tiger Tail)

Manual hose wind guide

30" leader hose

ATLANTIC

MACHINERY INC.

Sewer and Street Equipment Specialists

800 psi wash down hand gun with 25' of hose and nozzle

Handgun Bracket Assembly

1) 22" x 51" x 25.5" Aluminum Sealed and Locking Tool box

20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)

4 pipe storage rack mounted curbside - Ground Level

Long Handle Storage 72"L x 20"W x 5 1/4"H Integrated in mainframe with lockable door

Plastic engraved decals adhesive type

LED / ICC lighting

5# Fire Extinguisher

Set of Triangles

PPG Ambershield zinc primed, PPG Delfleet single stage polyurethane paint, and PPG Ambershield textured black paint

12 month standard warranty - see certificate for details

Main Information

Model	PD2130H/500
Boom	Extendable, 6" Intake System - Standard
Hose Reel	Front Mounted Swivel Hose Reel - standard with 3-Yard
Jet Rodder Hose	500' x 3/4" Jet Rodder Hose
Water System	Giant, 0-30 gpm/3000 psi water system, 3/4" hose
Water Pump	Giant
Auxiliary Engine	None
Hose Brand	Piranha Brand Hose

- 1 Debris Body "Power Flush" System, 8 jets**
- 1 6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve**
- 1 Rear splash guard (2 - 10 O'clock) - tank mounted**
- 1 Air Purge System**
- 1 LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard**
- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber**
- 1 LED Arrow stick - Whelen TAM85 Traffic Advisor**
- 1 Low Water Alarm with Light**
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body**
- 1 Water & Debris Tanks Tied Together**
- 1 Paint Module: Single-Stage Polyurethane Elite White (white is standard)**
- 1 Optional Striping Package - Red 692-5204-04**
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight**
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight**
- 1 Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT**
- 1 Rear Camera Placement**
- 1 LED Midbody Flood Lights with guards - Whelen NP6BB (Driverside and Curbside)**
- 1 Hydroexcavation Package Includes: 50 foot handgun hose reel with 1/2" hose, 711-53686 72" 1/2" schedule 80 lance with single forward spray nozzle, Storage tubes for lances, Heavy duty unloader valve, Main control ball valve, Variable flow valve**

ATLANTIC

MACHINERY INC.

Sewer and Street Equipment Specialists

- 1 Winter Recirculating System for Rodder Hose
- 1 Hose Footage Counter, Standard
- 1 ENZ Bulldog AND Rotodrill, ¾".
- 1 6" Tuff tube with rubber end for excavation, Rip Saw with QD's, ¾" x 25' leader hose, hand held spotlight-LED, 50.075 Bulldozer and 40.075 Grenade nozzle.
- 1 40.250i EBomb Camera nozzle, E Bulldog nozzle, 10.125TR Turbo chain kit(6'-12"), 6"- 12" baskets with 18' of fiberglass poles.
- 1 Grease release monitoring system with mount for 5 gallon square grease release agent, includes mounting and one gallon of grease release agent.
- 1 Delivery and a day of training.

Truck Chassis Information

Pool Truck Chassis Model Freightliner Lightweight M2 106 4X2 300HP Auto 26K Non CDL *Pool Trucks are subject to availability.*

NET: \$451,518.00

Terms: Purchase order and net at time of delivery. **Plus applicable taxes.**

Delivery: In stock, subject to prior sale. We have two (2) available currently.

Note: Above pricing does not include any applicable Federal, state or local taxes.

We look forward to working with you and the City of Front Royal, VA. The above price is discounted considerably. Please call me should you have any questions or concerns.

Sincerely,
ATLANTIC MACHINERY, INC.

Agreed,
TOWN OF FRONT ROYAL, VA

Trevor "T" Gardner, III.
Vice President

INCUMBENCY CERTIFICATE/TOWN RESOLUTION

I, Tina Presley, Clerk of Council of the Town of Front Royal, VA, a Virginia Political Subdivision (herein the "Town"), do hereby certify:

1. That I am the duly appointed, qualified and acting Clerk of Council of the Town and have the custody of the Town records, minutes and own seal.
2. That the following named person(s) has/have been properly designated, appointed and assigned to the office in the Town as indicated below; that such person(s) hold(s) such office at this time and that the specimen signature appearing beside the name of each officer is his or her true and correct signature.

NAME	TITLE	SIGNATURE
Billy Joe Wilson	Finance Director and Acting Town Manager	_____

3. That a meeting of the Town Council of the Town was duly called, convened and held on 5/28/2024, at which meeting a quorum was present and voted throughout and approved the following resolution:

WHEREAS, the Town wishes to enter into a Municipal Lease and Option Agreement ("Lease") dated 6/11/2024 by and between HomeTrust Bank as "Lessor" and the Town of Front Royal, VA as "Lessee";

WHEREAS, all lease payments due by the Town pursuant to the Lease for fiscal year 2024/2025 are within an available, unexhausted and unencumbered appropriation;

NOW, THEREFORE, BE IT RESOLVED, that the Town be, and hereby is, authorized to enter into the Lease with HomeTrust Bank for a period of 7 years, and be it further;

RESOLVED, that the above named officer of the Town be, and hereby is/are authorized, empowered and directed to sign on its behalf, the Lease and any addenda, schedules, notes, UCC Financing Statements or any other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with the fulfillment of the provisions of the Lease: also to include the Town Manager to be included in the signing of any disbursements, and be it further;

RESOLVED, that the Town has not and will not issue more than \$10 Million in debt during the calendar year in which the Lease is written, in order that this transaction be in compliance with the "Small Issuer Exemption" as defined in Section 265(b) of the *Internal Revenue Code of 1986*, as currently amended.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this 6/11/2024.

Seal of
Town

Clerk of Council

Date: 6/11/2024

MUNICIPAL LEASE AND OPTION AGREEMENTNo.
Date: 6/11/2024**LESSOR:**

Name: HomeTrust Bank
Address: P.O. Box 10
City: Asheville **State:** NC **Zip:** 28802-0010
Contact and Title: John M. Tench, Senior Vice President
Telephone: 828-684-5643

LESSEE:

Name: Town of Front Royal, VA
Address: 102 E Main Street – PO Box 1560
City: Front Royal **Commonwealth:** VA **Zip:** 22630
Contact/Title: B.J. Wilson, Finance Director and Acting Town Manager
Telephone: 540-635-8007

LOCATION OF EQUIPMENT IF OTHER THAN ABOVE ADDRESS OF LESSEE.

Address: **City:** **County:** **Commonwealth:** **Zip:**

EQUIPMENT COST	LEASE TERM	COMMENCEMENT DATE	NO./AMOUNT OF RENTAL PAYMENTS
\$456,018.00	No. Payments 14 Monthly ☐ Annual ☐ Semi-Annual ☒	6/11/2024 First Payment Due 12/1/2024 Advance ☐ Arrears ☒	See Schedule B-Payment Schedule attached hereto and made a part hereof ("Payment Schedule")

ARTICLE I: COVENANTS OF LESSEE.

Lessee represents, covenants and warrants, for the benefit of Lessor and its assigns, as follows:

Section 1.01: Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the Commonwealth in which it is domiciled ("Commonwealth"), and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

Section 1.02: Lessee has been duly authorized to execute, deliver and perform this Municipal Lease and Option Agreement ("Agreement") under the Constitution and laws of the Commonwealth and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause an opinion of its counsel in form acceptable to Lessor to be executed and delivered to Lessor.

Section 1.03: During the Term, the Equipment will be used by Lessee only for lawful purposes of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority, and will not be used in a trade or business of any person or entity other than the Lessee.

Section 1.04: During the Term Lessee will annually provide Lessor or Its assigns with current financial statements, budgets or proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested.

Section 1.05: The Equipment is, and shall remain during the Term, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures and will have a useful life in the hands of the Lessee that is substantially in excess of the Term.

ARTICLE II: DEFINITIONS.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

Section 2.01 "Equipment": means the equipment selected for acquisition and use by the Lessee as more fully described in the attached Schedule A Equipment List and all replacement parts, substitutions, accessions, attachments and additions thereto.

Section 2.02 "Lease Payment": means the periodic payment described in the attached Schedule B Payment Schedule, required to be paid by Lessee to Lessor for the use of the Equipment during the Term.

Section 2.03 "Term": means the period of time this Agreement is in force as specified in the Schedule B Payment Schedule.

Section 2.04 "Lessor": means the entity designated on the face of this Agreement as Lessor hereunder.

Section 2.05 "Vendor": means the manufacturer, agent or dealer from whom Lessee purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

Section 3.01: The Term shall commence on the date specified on the attached Schedule B Payment Schedule ("Commencement Date") and unless earlier terminated as expressly provided in Article V, Section 5.04, will continue for the period specified in Schedule B Payment Schedule.

Section 3.02: In the event of termination in accordance with Section 5.03 hereof, Lessee agrees at its expense, to peaceably surrender possession of the Equipment to Lessor, or its assigns, on the effective date of such termination, in good working condition, reasonable wear and tear excepted, assembled and packed for shipment in accordance with manufacturers specifications and shipped at Lessee's expense to any location in Virginia or North Carolina so specified by Lessor or its assigns.

ARTICLE IV: INSPECTION AND IDENTIFICATION.

Section 4.01: Lessor and its assigns shall have the right at all reasonable times, during normal business hours, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: LEASE PAYMENTS.

Section 5.01: In consideration of the mutual promises and the agreements on the part of Lessor hereinafter contained, and for Lessee's use of the Equipment during the Term, Lessee hereby agrees to pay Lease Payments in lawful money of the United States of America, without further notice or demand, to Lessor's office or such other address as may be designated by Lessor, or its assigns, in the amounts and on the dates set forth in Schedule B Payment Schedule attached to this Agreement. A portion of each Lease Payment is paid as, and represents payment of interest and principal, respectively as described in Schedule B Payment Schedule.

Section 5.02: Subject to Section 5.03, the obligation of Lessee to make payment of Lease Payments and other amounts payable by Lessee under this Agreement shall be absolute and unconditional in all events. Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising among Lessee and any Vendor and any other person, other than Lessor, nor shall Lessee assert any right of set-off, defense or counter-claim against its obligation to make such payments or be entitled to any abatement of such payments. In the event any Lease Payment is not paid within fifteen (15) days of its due date, the Lessee shall be subject to a late charge of the lesser of (a) 10% of the past due Lease Payment or (b) such maximum late charge as may be permitted by applicable law.

Section 5.03: In the event insufficient funds are appropriated for the payment of the Lease Payments hereunder and Lessee has no funds legally available for Lease Payments from other sources. The Lessee may terminate this agreement at the end of its current fiscal year, and after having returned the equipment to the Lessor, or its assigns, in accordance with Section 3.02, Lessee shall not be obligated to make payment of subsequent Lease Payments. Lessee agrees to give notice of such termination of at least thirty (30) days after such non-appropriation shall occur.

Section 5.04: No Deficiency Judgment. No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the Lessee within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as domination by or lending of the credit of the Lessee within the meaning of the constitution of the Commonwealth. This Agreement shall not directly or indirectly or contingently obligate the Lessee to make any payments beyond those appropriated in the sole discretion of the Lessee for any fiscal year in which this Agreement is in effect; provided, however that any failure or refusal by the Lessee to appropriate funds, which results in the failure of the Lessee to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such non-payment. No deficiency judgment may be rendered against the Lessee in any action for breach of a contractual obligation under this Agreement and the taxing power of the Lessee is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement. No provision of this Agreement can be construed to create a lien on any class or source of the Lessee's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the Lessee's bonds or moneys. To the extent of any conflict between this Section and any other provisions of this Agreement, this Section shall take priority.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01: During the Term title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. Upon the occurrence of an Event of Default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.03 title to the Equipment shall immediately vest in Lessor, and Lessee will upon Lessors request, reasonably surrender possession of the Equipment to Lessor. Until the occurrence of an Event of Default or non-appropriation Lessee shall be entitled to quiet enjoyment of use of the Equipment for the Term.

Section 6.02: To secure payment of all of Lessee's obligations under this Agreement, Lessee grants to Lessor a first Security Interest in the Equipment and all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents instruments, in form satisfactory to Lessor or its assigns, which Lessor, or its assigns, deem necessary or appropriate to establish and maintain its security interest.

(continued on back)

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE A PART HEREOF**ACKNOWLEDGED AND AGREED**

Lessee acknowledges reading and receiving a copy of this Agreement and the Undersigned affirms that he has been duly authorized to execute this Agreement on behalf of the Lessee. Closing of the transaction(s) described herein, and the implementation hereof is expressly conditioned upon approval of Lessor's Senior Loan Committee, the receipt, review and acceptance of properly executed documentation acceptable to Lessor, and the absence of any material adverse change in Lessee's financial condition prior to deliver and acceptance of the Equipment.

LESSOR/PLEDGE: HomeTrust Bank
NAME: John M. Tench

SIGNATURE: _____
TITLE: Senior Vice President
DATE: 6/11/2024

LESSEE/PLEDGOR: Town of Front Royal, VA
NAME: Billy Joe Wilson

SIGNATURE: _____
TITLE: Finance Director and Acting Town Manager
DATE: 6/11/2024

ARTICLE VII: MAINTENANCE; MODIFICATION; LOCATION; TAXES; INSURANCE.

Section 7.01: At all times during the Term, Lessee will, at its own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications, provided however, Lessee shall not materially modify or alter the Equipment without Lessor's prior written consent.

Section 7.02: The parties to this Agreement contemplate that the Equipment will be located (permanently garaged in the case of vehicles) at the place specified above, which location shall not be changed without Lessors prior written consent, and will be used for a governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor). Lessee will pay during that Term as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and, to the extent permitted by law, file all required tax forms, returns and reports relating thereto. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges Incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance: At its own expense Lessee shall cause casualty, public liability and property damage insurance in such amounts and with such insurers as are acceptable to Lessor to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequately funded self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (meaning the full replacement value (new) of the Equipment or the then applicable Concluding Payment, whichever is greater), and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall furnish to Lessor certificates and copies of policies in form acceptable to Lessor evidencing such coverage throughout the Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All Insurance shall name Lessee and Lessor as assureds and loss payees as their respective interests may appear and shall provide for at least (10) days prior written notice by the underwriter or insurance company to the Lessor in the event of cancellation, expiration, or material alteration of the insurance coverage required herein.

ARTICLE VIII: DAMAGE, DESTRUCTION AND CONDEMNATION PROCEEDS.

Section 8.01: Lessee bears all risk of loss, destruction, confiscation or condemnation of, or damage to the Equipment. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed or damaged by fire or other casualty in whole or in part; or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee shall immediately notify Lessor in writing of such occurrence and Lessee and Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award ("Net Proceeds"), to be applied to Lessee's obligations pursuant to Section 8.02 hereof.

Section 8.02: Insurance policies issued in accordance with the provisions of section 7.03 of this Agreement shall provide for insurance recoveries because of loss to be payable to Lessee and Lessors as their interests appear. All Net Insurance Proceeds paid because of loss of or damage to the Equipment shall be applied to the prompt repair or restoration of the Equipment, if (a) the Net Insurance Proceeds are sufficient to complete the needed work, and (b) in the Lessee's opinion such repair or restoration is feasible. Any part of the Net Insurance Proceeds not used for repair or restoration shall be Lessee's property free and clear of Lessor's security interest, unless (a) Lessee defaults with respect to its obligations under the Agreement, and (b) on default Lessor elects to exercise its remedy of repossession of the Equipment and Proceeds as specified in Section 12.02. If Net Insurance Proceeds are insufficient to complete the needed repairs or restoration, or if Lessee determines that such repair or restoration is not feasible, Lessee shall, at its option, (a) pay Lessor the Purchase Option Price as of the next scheduled Prepayment Date, together with any outstanding Rental Payments due before that Prepayment Date, and terminate this Agreement; or (b) if all Prepayment Dates have passed, pay Lessor the final Rental Payment together with any outstanding Rental Payments due before the date the final Rental payment is due, and terminate this agreement; or (c) complete the needed repairs, using its own funds to supplement the Net Insurance Proceeds, and continue to pay Lessor in accordance with this Agreement. There shall be no abatement of Rental Payments while repairs are being completed.

ARTICLE IX: LESSOR DISCLAIMERS, EQUIPMENT USE AND VENDOR WARRANTIES.

Section 9.01: LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING THOSE AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT. LESSEE HEREWITH ACCEPTS THE EQUIPMENT ON AN "AS-IS", WHERE-IS" BASIS.

Section 9.02: Lessee acknowledges that Lessor is not the Vendor or its agent and that the selection of the Equipment has been made by Lessee at its sole risk. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such manufacturers or vendors warranty, indemnification or representation shall be against the Vendor of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor.

Section 9.03: Lessee will not, nor permit any party to, install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. If the Equipment is a motor vehicle, it shall not be used for transportation of or storage of toxic, radioactive, hazardous or flammable materials. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations, involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment. Transportation of toxic, radioactive, flammable or hazardous materials incidental to the intended use of the vehicle is not a violation of 9.03.

ARTICLE X: OPTION TO PURCHASE.

Section 10.01: Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment for the applicable Concluding Payment amount as set forth in the attached Schedule B Payment Schedule, which amount shall be due and payable on the next succeeding Lease Payment date together with the Lease Payment due on such date and all other amounts accruing hereunder to Lessor as of such date.

ARTICLE XI: ASSIGNMENT AND INDEMNIFICATION.

Section 11.01: This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to its execution, without the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, and Lessee agrees that the Assignee shall have all of Lessor's rights without being responsible for Lessor's duties and obligations hereunder. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment or reassignment is made discloses the name and address of the assignee; and (ii) the Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(a) of the 1986 Tax Reform Act, as amended, and the regulations proposed or existing from time to time promulgated thereunder. *Addendum to 11.01

Section 11.02: THIS AGREEMENT, THE EQUIPMENT OR ANY INTEREST OF LESSEE IN THE EQUIPMENT MAY NOT BE SOLD, ASSIGNED, SUBLET, RENTED, LOANED OR ENCUMBERED BY LESSEE WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

Section 11.03: To the extent permitted by the laws and Constitution of the Commonwealth, Lessee shall, at its expense, protect, defend, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to, or death to any person. Lessee shall immediately notify Lessor of the existence of any claim indemnified for herein.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01: The following shall constitute an "Event of Default" as defined hereunder:

- A. Failure by Lessee to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed by Lessee under this Agreement or any other agreement by and between Lessee and Lessor, after having received thirty (30) days prior written notice from Lessor; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02: Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies and hold Lessee liable for all costs and expenses thereof, including, but not limited to, court costs and attorney's fees:

- A. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 3.02 hereof;
- B. Take whatever other action at law or in equity as may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 12.03: No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereinafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power which may be exercised from time to time and as often as may be deemed expedient. No waiver by Lessor of any right or remedy it may have hereunder shall be deemed to constitute waiver of said right or remedy at any future date or of any other right or remedy which Lessor may have.

ARTICLE XV: MISCELLANEOUS.

Section 13.01 Notices: All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered personally or mailed by registered mail, postage prepaid to the parties at their respective places of business.

Section 13.02 Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability: In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04 Survival of Lessee's Indemnifications: Any indemnification, warranty, or covenant made by Lessee, except for the payment of Lease Payments as specifically provided herein, but specifically including the indemnifications contained in Section 11.03, shall survive the expiration or termination of the Term.

Section 13.05 Discharge of Lessee's Obligations: If Lessee fails or refuses to discharge its obligations hereunder, Lessor may, at its sole discretion but without obligation, discharge any obligation of Lessee hereunder and Lessee shall, upon demand, reimburse Lessor for amounts paid on Lessee's behalf and said amounts shall be deemed payable hereunder.

Section 13.06 Applicable Law: This Agreement shall be governed by and construed accordance with the laws of the Commonwealth.

Section 13.07 Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08 Entire Agreement: This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor or its assigns and Lessee. There are no understandings, agreements, representations or warranties, expressed or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Lessee by the signature of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

ARTICLE XVI: DISHONORED ITEM FEE.

Section 14.01 Lessee will pay a fee to Lessor in an amount equal to the maximum allowable by Commonwealth law if Lessee makes a payment on Lessee's lease and the check or preauthorized charge with which Lessee pays is later dishonored."

MUNICIPAL LEASE AND OPTION AGREEMENTNo.
Date: 6/11/2024**LESSOR:**

Name: HomeTrust Bank
Address: P.O. Box 10
City: Asheville **State:** NC **Zip:** 28802-0010
Contact and Title: John M. Tench, Senior Vice President
Telephone: 828-684-5643

LESSEE:

Name: Town of Front Royal, VA
Address: 102 E Main Street – PO Box 1560
City: Front Royal **Commonwealth:** VA **Zip:** 22630
Contact/Title: B.J. Wilson, Finance Director and Acting Town Manager
Telephone: 540-635-8007

LOCATION OF EQUIPMENT IF OTHER THAN ABOVE ADDRESS OF LESSEE.

Address: **City:** **County:** **Commonwealth:** **Zip:**

EQUIPMENT COST	LEASE TERM	COMMENCEMENT DATE	NO./AMOUNT OF RENTAL PAYMENTS
\$456,018.00	No. Payments 14 Monthly ☐ Annual ☐ Semi-Annual ☒	6/11/2024 First Payment Due 12/1/2024 Advance ☐ Arrears ☒	See Schedule B-Payment Schedule attached hereto and made a part hereof ("Payment Schedule")

Lessor hereby leases to Lessee the Equipment for the purposes and upon the following terms and conditions:

INSURANCE COVERAGE REQUIREMENTS

(Check appropriate box)

1. ☒ In accordance with Section 7.03 of the Municipal Lease and Option Agreement referred to above ("Agreement"), we have instructed the insurance agent named below to issue All Risk Physical Damage Insurance on the leased equipment evidenced by a Certification of Insurance and Long Form Loss Payable Clause naming Lessor designated above and/or its assignees as Loss Payee and Public Liability Insurance evidenced by a Certificate of Insurance naming Lessor and/or its assigns as an Additional Insured. (Please fill in name, address and telephone number)

Virginia Risk Sharing Association (VRSA)

P.O. Box 3239
Glen Allen, VA 23058
Phone 1-800-963-6800

- OR
2. ☐ Pursuant to Section 7.03 of the Agreement, we are self-insured for all risk, physical damage and public liability and will provide proof of such self-insurance in letter form together with a copy of statute authorizing this form of insurance.

- OR
3. ☐ Proof of insurance coverage will be provided to you prior to the time that the equipment is delivered to us.

LESSEE/PLEDGOR: Town of Front Royal, VA
NAME: Billy Joe Wilson

SIGNATURE: _____
TITLE: Finance Director and Acting Town Manager
DATE: 6/11/2024

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Gentlemen:

This confirms and affirms that the Equipment described in the Municipal Lease and Option Agreement referred to above (the "Agreement") is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: Service for the Community.

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is 10 Years.

Our source of funds for payments of the rent due under the Agreement for the current fiscal year is Tax Revenues.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: Continued community growth and expanding tax revenues.

LESSEE/PLEDGOR: Town of Front Royal, VA
NAME: Billy Joe Wilson

SIGNATURE: _____
TITLE: Finance Director and Acting Town Manager
DATE: 6/11/2024

SCHEDULE A -- EQUIPMENT LIST
MUNICIPAL LEASE AND OPTION AGREEMENT

No.
Date: 6/11/2024

LESSOR:

Name: HomeTrust Bank
Address: P.O. Box 10
City: Asheville **State:** NC **Zip:** 28802-0010
Contact and Title: John M. Tench, Senior Vice President
Telephone: 828-684-5643

LESSEE:

Name: Town of Front Royal, VA
Address: 102 E Main Street – PO Box 1560
City: Front Royal **Commonwealth:** VA **Zip:** 22630
Contact/Title: B.J. Wilson, Finance Director and Acting Town Manager
Telephone: 540-635-8007

LOCATION OF EQUIPMENT IF OTHER THAN ABOVE ADDRESS OF LESSEE.

Address: _____ **City:** _____ **County:** _____ **Commonwealth:** _____ **Zip:** _____

EQUIPMENT COST	LEASE TERM	COMMENCEMENT DATE	NO./AMOUNT OF RENTAL PAYMENTS
\$456,018.00	No. Payments 14 Monthly ☐ Annual ☐ Semi-Annual ☒	6/11/2024 First Payment Due 12/1/2024 Advance ☐ Arrears ☒	See Schedule B-Payment Schedule attached hereto and made a part hereof ("Payment Schedule")

This Schedule A – Equipment List dated as 6/11/2024 of is being executed by **Town of Front Royal, VA** as Lessee and **HomeTrust Bank** as Lessor, as a supplement to, and is hereby attached to and made a part of that certain Municipal Lease and Option Agreement dated as of 6/11/2024 ("Lease"), between Lessor and Lessee. Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and Leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment:

ITEM	QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. and all Attachments)
	1	Vac-Con VPD2130H/500S Flushing System Mounted on a _____ Freightliner M2-106 Cab and Chassis and Related Equipment VIN: _____ LESSOR ASSUMES NO RESPONSIBILITY FOR PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. EQUIPMENT TO BE INSURED BY LESSEE. VENDOR IS NOT AN AGENT OF LESSOR AND NO EMPLOYEE OF VENDOR IS AUTHORIZED TO WAIVE, SUPPLEMENT OR OTHERWISE ALTER ANY PROVISION HEREOF.

Lease Term: **SEE SCHEDULE "B"**

Payment Frequency: **SEE SCHEDULE "B"**

Commencement Date: **SEE SCHEDULE "B"**

Lease Payment Amount: **SEE SCHEDULE "B"**

Sales/Use Tax: **\$0.00**

Total Payment Amount: **SEE SCHEDULE "B"**

Payable on Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSOR/PLEDGE: **HomeTrust Bank**
NAME: **John M. Tench**

LESSEE/PLEDGOR: **Town of Front Royal, VA**
NAME: **Billy Joe Wilson**

SIGNATURE: _____
TITLE: **Senior Vice President**
DATE: **6/11/2024**

SIGNATURE: _____
TITLE: **Finance Director and Acting Town Manager**
DATE: **6/11/2024**

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Municipal Lease and Option Agreement referred to above, acknowledges receipt in good condition of all of the Equipment above described as of the date set forth below (the "Commencement Date") and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment" and further certifies that the location of the Equipment is as stated above unless otherwise indicated below.

Lessor assumes no responsibility for performance or maintenance of the Equipment. Equipment is to be insured by Lessee. Vendor is not an agent of Lessor and no employee of Vendor is authorized to waive, supplement or otherwise alter any provision herein.

Lessee unconditionally accepts the Equipment for all purposes of the Agreement as of the Commencement Date and agrees that it will commence payments in accordance with Article V of the Agreement.

LESSEE/PLEDGOR: **Town of Front Royal, VA**
NAME: **Billy Joe Wilson**

SIGNATURE: _____
TITLE: **Finance Director and Acting Town Manager**
DATE: **6/11/2024**

**MUNICIPAL LEASE AND OPTION AGREEMENT
SCHEDULE B: PAYMENT SCHEDULE**

LESSEE: Town of Front Royal, VA
INVESTMENT: \$456,018.00
PAYMENT: \$38,899.81
TERM: 14 Semi-Annual Payments
COMMENCEMENT DATE: 6/11/2024
FIRST PAYMENT DATE: 12/1/2024

PMT NO.	PAYMENT	INTEREST	PRINCIPAL	CONCLUDING PAYMENT
1	\$38,899.81	\$10,680.95	\$28,218.86	\$432,077.13
2	\$38,899.81	\$10,609.42	\$28,290.39	\$403,503.84
3	\$38,899.81	\$9,907.82	\$28,991.99	\$374,221.92
4	\$38,899.81	\$9,188.82	\$29,710.99	\$344,213.82
5	\$38,899.81	\$8,451.98	\$30,447.83	\$313,461.51
6	\$38,899.81	\$7,696.88	\$31,202.93	\$281,946.55
7	\$38,899.81	\$6,923.04	\$31,976.77	\$249,650.02
8	\$38,899.81	\$6,130.02	\$32,769.79	\$214,408.45
9	\$38,899.81	\$5,317.33	\$33,582.48	\$180,825.96
10	\$38,899.81	\$4,484.48	\$34,415.33	\$146,410.64
11	\$38,899.81	\$3,630.98	\$35,268.83	\$111,141.81
12	\$38,899.81	\$2,756.32	\$36,143.49	\$74,998.32
13	\$38,899.81	\$1,859.96	\$37,039.85	\$37,958.47
14	\$38,899.81	\$941.34	\$37,958.47	(\$0.00)

IF THE TRANSACTION IS PAID IN FULL PRIOR TO THE FIRST PAYMENT DATE, THE CONCLUDING PAYMENT WILL BE CALCULATED UTILIZING THE SAME FORMULA AS IN THE REPAYMENT SCHEDULE ABOVE.

LESSOR: HomeTrust Bank
NAME: John M. Tench
SIGNATURE: _____
TITLE: Senior Vice President
DATE: 6/11/2024

LESSEE: Town of Front Royal, VA
NAME: Billy Joe Wilson
SIGNATURE: _____
TITLE: Finance Director and
Acting Town Manager
DATE: 6/11/2024

ESCROW AGREEMENT

MUNICIPAL LEASE AND OPTION AGREEMENT (THE "LEASE")

BY AND BETWEEN the Town of Front Royal, VA as Lessee

AND HomeTrust Bank, as Lessor, dated as of 6/11/2024

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of 6/11/2024 ("Agreement Date"), by and among the Town of Front Royal, VA ("Lessee") and HomeTrust Bank ("Lessor").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease and Option Agreement (the "Lease"), dated as of 6/11/2024 pursuant to which the property more particularly described therein "Attachment A" (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. HomeTrust Bank ("Agent") shall undertake the duties and obligations of escrow agent as set forth in this Agreement.
2. Lessor has delivered to Agent the sum of \$456,018.00 ("Escrow Amount") for deposit by Agent in the Town of Front Royal, VA Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the cost of each item or group of items of the Property promptly upon receipt of properly executed Escrow Disbursement Request Forms, in the form attached hereto as "Schedule 1" and "Schedule 2", for that portion of acquisition of the Property for which payment is requested.

Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.

4. Agent will invest the Fund, as specified by Lessor into HomeTrust Bank Business Money Market Account Number _____ in the name of the Lessee. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of costs by Agent for all the Property, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on 12/11/2025 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced costs.
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.

7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.

8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.

9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.

10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.

11. This Agreement may be amended by written agreement executed by all the parties.

12. This Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: HomeTrust Bank

BY: John M. Tench

Senior Vice President

LESSEE: Town of Front Royal, VA

BY: Billy Joe Wilson

Finance Director and Acting Town Manager

AGENT: HomeTrust Bank

BY: John M. Tench

Senior Vice President

ACCEPTANCE CERTIFICATE

MUNICIPAL LEASE AND OPTION AGREEMENT DATED: 6/11/2024

LESSOR: HomeTrust Bank
P.O. Box 10
Asheville, NC 28802

LESSEE: Town of Front Royal, VA
102 E Main Street
Front Royal, VA 22630

LOCATION OF INVOICED ITEMS IF OTHER THAN ABOVE ADDRESS OF LESSEE:

Zip:

Lease Term	Total Issue Amount	Rent Due	Amortization
7 Years	See Schedule A	SEMI-ANNUALLY	See Schedule B
Quantity	See Schedule A		Invoice Description

SEE ATTACHED INVOICE

Lessor assumes no responsibility for performance or maintenance of the item(s). Item(s) are to be insured by Lessee. Vendor is not an agent of Lessor and no employee of Vendor is authorized to waive, supplement or otherwise alter any provision herein.

The undersigned as lessee under the Municipal Lease and Option Agreement and related documents, referred to above, acknowledges receipt in good condition of all of the Invoiced Items above described as of the date set forth below (the "Acceptance Date") and certifies that Lessor has fully and satisfactorily performed all of its Covenants and obligations required under the Agreement.

Lessee hereby certifies that the description of the property set forth above constitutes an accurate description of the "Invoiced Items" and further certifies that the location is as stated above unless otherwise indicated below.

Lessee unconditionally accepts the invoiced items for all purpose of the Agreement as of the Acceptance Date and agrees that it will commence payments in accordance with the Municipal Lease and Option Agreement and related documents.

LESSEE: Town of Front Royal, VA

By: _____

Title: _____

Acceptance Date:

Town of Front Royal, VA

Seven Years

Repayment Schedule B

Compound Period: Semi-Annual

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

					Concluding
	Date	Payment	Interest	Principal	Payment
Loan	6/11/2024			\$456,018.00	
1	12/1/2024	\$38,899.81	\$10,680.95	\$28,218.86	\$432,077.13
2	6/1/2025	\$38,899.81	\$10,609.42	\$28,290.39	\$403,503.84
3	12/1/2025	\$38,899.81	\$9,907.82	\$28,991.99	\$374,221.93
4	6/1/2026	\$38,899.81	\$9,188.82	\$29,710.99	\$344,213.83
5	12/1/2026	\$38,899.81	\$8,451.98	\$30,447.83	\$313,461.52
6	6/1/2027	\$38,899.81	\$7,696.88	\$31,202.93	\$281,946.56
7	12/1/2027	\$38,899.81	\$6,923.04	\$31,976.77	\$249,650.02
8	6/1/2028	\$38,899.81	\$6,130.02	\$32,769.79	\$214,408.45
9	12/1/2028	\$38,899.81	\$5,317.33	\$33,582.48	\$180,825.97
10	6/1/2029	\$38,899.81	\$4,484.48	\$34,415.33	\$146,410.64
11	12/1/2029	\$38,899.81	\$3,630.98	\$35,268.83	\$111,141.81
12	6/1/2030	\$38,899.81	\$2,756.32	\$36,143.49	\$74,998.32
13	12/1/2030	\$38,899.81	\$1,859.96	\$37,039.85	\$37,958.47
14	6/1/2031	\$38,899.81	\$941.34	\$37,958.47	\$0.00
Grand Totals		\$544,597.34	\$88,579.34	\$456,018.00	



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 10C

Agenda Item: FY2023-2024 Write Off for Bad Debt

Summary: Council is requested to approve the removal of 5 years or older of outstanding accounts receivable (bad debts) totaling \$48,897.84 (151 utility accounts) on the Town's ledger for the remainder of fiscal year 2023-2024. Staff has identified the accounts as bad debt and uncollectible based upon the Bad Debt Policy approved by Town Council in March 2019 and statute of limitations. All possible recourse of attempting to collect these amounts has been completed and the accounts have no activity for at least 5 years.

Budget/Funding: 0002-0401 Electric Allowance Uncollectible Utility Bills
0003-0401 Sewer Allowance Uncollectible Utility Bills
0004-0401 Water Allowance Uncollectible Utility Bills
0005-0401 Solid Waste Allowance Uncollectible Utility Bills

Meetings: Work Session held May 13, 2024

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

Proposed Motion: I move that Council approve the removal of 5 years or older of outstanding accounts receivable (bad debts) totaling \$48,897.84 (151 utility accounts) on the Town's ledger for the remainder of fiscal year 2023-2024.

Moved _____ *Seconded* _____

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

FY2024 Write-Off Utility Accounts

Customer Account Number	Balance	Service Address	Final Bill Due Date
04-219000-31	\$ 117.82	204 VIRGINIA AVE #305	4/19/2019
06-180000-11	\$ 22.49	233 LEE ST	10/19/2018
09-532000-13	\$ 212.93	19 S MARSHALL ST	5/24/2019
07-198000-6	\$ 184.38	401 E CRISER RD #203	8/17/2018
10-148001-15	\$ 465.92	125 BIGGS DR #1	2/4/2019
04-154000-14	\$ 408.52	530 VILLA AVE	8/15/2018
09-205050-23	\$ 162.50	34-B CLOUD ST	3/6/2018
08-120000-22	\$ 742.82	634 BEL AIR AVE	6/8/2018
04-666000-42	\$ 507.14	718 WARREN AVE #3	2/25/2019
01-330013-6	\$ 259.29	1423 RIVER CT	7/11/2018
06-212025-9	\$ 688.30	200 ORCHARD ST	11/29/2018
03-375000-11	\$ 375.99	1314 MASSANUTTEN AVE	12/12/2018
04-656000-6	\$ 221.40	631 N ROYAL AVE #9	3/28/2019
01-330108-7	\$ 1,219.10	1509 MALLARD PL	11/9/2018
06-573000-5	\$ 758.79	409 DUNCAN AVE	6/7/2019
02-114000-11	\$ 146.99	515 W 14TH ST	1/25/2019
02-680000-13	\$ 24.40	712 W 14TH ST	6/7/2019
09-187000-23	\$ 326.65	228-B CLOUD ST	2/1/2019
06-197000-6	\$ 900.72	24 W PROSPECT ST	6/26/2019
04-602000-3	\$ 301.90	118 E 4TH ST	5/24/2018
05-612000-22	\$ 51.67	23-B S ROYAL AVE 2ND FLOOR-	11/30/2018
08-675000-20	\$ 231.28	202 S ROYAL AVE #3 REAR APT	6/25/2019
01-178267-4	\$ 316.69	138 KELLEY CT	5/24/2019
08-615002-24	\$ 445.65	119 STEELE AVE	11/16/2018
07-195000-8	\$ 40.13	401 E CRISER RD #104	5/3/2019
04-198000-9	\$ 282.79	210 VIRGINIA AVE #3	7/21/2014
06-566000-14	\$ 445.95	429 DUNCAN AVE	1/7/2019
07-268014-5	\$ 106.72	682 MILLS LN	7/31/2018
07-682000-1	\$ 379.09	709 E STONEWALL DR	9/7/2018
08-691001-15	\$ 355.13	14 E STONEWALL DR #A	4/1/2019
02-138000-7	\$ 644.83	1321 COMMONWEALTH AVE	5/31/2019
08-752000-1	\$ 52.18	227 CHURCH ST	2/28/2019
04-178000-9	\$ 414.69	328 VIRGINIA AVE	11/30/2018
01-685000-6	\$ 659.30	121 W 14TH ST BOTTOM	5/31/2019
03-578000-4	\$ 1,613.64	363 W 10TH ST	6/7/2019
03-278000-15	\$ 46.86	343 KENDRICK LN #20	1/31/2011
04-139000-14	\$ 144.00	120 W 6TH ST #1	12/6/2018
04-122000-6	\$ 131.32	506 VIRGINIA AVE #2	3/28/2019

FY2024 Write-Off Utility Accounts

Customer Account Number	Balance	Service Address	Final Bill Due Date
09-286000-38	\$ 102.33	214 BLUE RIDGE AVE #7	7/16/2018
07-267031-10	\$ 57.52	411 E CRISER RD #104	4/4/2019
01-329150-29	\$ 362.01	1455 CEDAR DR	3/22/2019
07-301000-5	\$ 2,968.67	708 S ROYAL AVE	4/29/2019
09-617000-23	\$ 584.69	101 PINECREST ST	4/11/2019
05-517000-19	\$ 135.15	401-A E MAIN ST PENTHOUSE 3	10/5/2018
01-131124-4	\$ 656.06	287 CREEKSIDE WAY	10/24/2016
01-575117-3	\$ 165.84	29 CRESTVIEW DR	8/2/2018
09-280000-29	\$ 55.52	214 BLUE RIDGE AVE #1	11/30/2018
10-155003-29	\$ 95.24	1323 ROBIN HOOD LN	6/25/2019
09-144000-17	\$ 96.76	234 SOUTH ST #4	10/26/2018
08-760000-16	\$ 517.18	313 PINE ST	11/2/2018
02-640000-9	\$ 448.09	1404-A JEFFERSON AVE	5/17/2019
08-337102-14	\$ 812.07	1109 EWELL ST	5/17/2018
07-591022-22	\$ 187.58	9 SHENANDOAH COMMONS WA	4/26/2019
09-134100-20	\$ 558.31	341 CLOUD ST #1	6/26/2019
02-259000-12	\$ 237.34	1321 WARREN AVE	12/31/2018
03-249000-18	\$ 129.83	612-A W 11TH ST	12/21/2018
06-341150-4	\$ 49.32	330 BROWN AVE	10/25/2011
05-244000-20	\$ 233.41	416 VISCOSE AVE	8/31/2018
02-458000-25	\$ 148.67	1095 N ROYAL AVE #14	9/3/2018
07-507006-21	\$ 204.13	603 REMOUNT RD #H	1/31/2019
10-147064-10	\$ 91.23	47 ROYAL LN #2	2/28/2019
06-557000-7	\$ 288.82	418 KERFOOT AVE	5/24/2019
07-370002-3	\$ 162.53	480 - 482 HILL ST (WATER ONLY)	7/16/2018
01-180413-3	\$ 98.12	11 DRIVER SQ	6/25/2019
04-222000-21	\$ 135.29	204 VIRGINIA AVE #409	3/15/2019
08-659000-4	\$ 273.84	306 S ROYAL AVE	11/16/2018
09-116000-24	\$ 346.74	219 CLOUD ST #3	5/31/2019
07-266039-22	\$ 72.12	417 E CRISER RD #304	12/21/2018
02-537010-7	\$ 672.16	327 W 9TH ST	8/31/2018
08-269000-2	\$ 2,804.64	507 WASHINGTON AVE	9/9/2011
06-105500-10	\$ 720.00	477-D SOUTH ST	12/7/2018
02-281000-2	\$ 848.76	122 FAIRVIEW AVE	4/5/2019
08-170000-12	\$ 1,171.69	424 BEL AIR AVE	2/19/2019
04-636020-11	\$ 22.78	517-B N ROYAL AVE UPSTAIRS	11/26/2018
10-147112-17	\$ 121.41	79 ROYAL LN #4	7/5/2018
03-288000-31	\$ 534.77	343 KENDRICK LN #6	7/31/2018

FY2024 Write-Off Utility Accounts

Customer Account Number	Balance	Service Address	Final Bill Due Date
08-685000-11	\$ 83.25	24 E STONEWALL DR #7	10/26/2018
03-633000-12	\$ 176.95	514 N ROYAL AVE	7/12/2018
08-684000-14	\$ 138.30	24 E STONEWALL DR #6	10/26/2018
04-680100-7	\$ 688.89	626 WARREN AVE SHOP	5/24/2019
05-353000-32	\$ 157.59	113 E MAIN ST #1	2/28/2019
03-711000-10	\$ 51.74	415-B VIRGINIA AVE UPSTAIRS	11/16/2018
02-540000-11	\$ 216.76	340 W 9TH ST	8/31/2018
09-514000-11	\$ 13.84	523 SHORT ST #1	4/5/2019
08-285000-3	\$ 931.35	501 RANDOLPH AVE	2/21/2019
07-389000-5	\$ 46.73	426 HILL ST	10/5/2018
08-469000-7	\$ 419.10	631 MANASSAS AVE	4/9/2019
10-155015-13	\$ 274.75	1347 ROBIN HOOD LN #4	1/11/2019
06-102040-2	\$ 690.96	440 SOUTH ST	3/29/2019
06-119460-4	\$ 149.11	415-B SOUTH ST	6/26/2019
02-447000-22	\$ 255.73	1099 N ROYAL AVE #4	2/13/2019
01-339000-28	\$ 50.10	339 W DUCK ST	6/28/2019
02-259000-10	\$ 60.28	1321 WARREN AVE	4/7/2017
04-669000-32	\$ 379.64	718 WARREN AVE #6	11/22/2015
04-217000-17	\$ 52.21	204 VIRGINIA AVE #203	1/11/2019
03-360000-6	\$ 833.21	639 W 11TH ST	4/26/2019
05-314000-1	\$ 163.46	208 W MAIN ST	1/18/2019
04-680000-7	\$ 458.40	624 WARREN AVE	1/7/2019
06-626000-27	\$ 293.64	409 CHERRYDALE AVE	4/26/2019
02-293000-8	\$ 65.06	1202 N ROYAL AVE	3/8/2019
09-169000-11	\$ 116.67	320 CLOUD ST #3	3/8/2019
06-681000-6	\$ 714.51	421 CHERRYDALE AVE	9/21/2018
10-147117-21	\$ 456.56	79 ROYAL LN #9	5/30/2019
07-591155-27	\$ 13.09	25 SHENANDOAH COMMONS W	7/27/2018
10-176003-27	\$ 49.54	1508 JOHN MARSHALL HWY #3-	10/26/2018
10-182004-28	\$ 212.74	1470 JOHN MARSHALL HWY	12/21/2018
10-571100-0	\$ 28.28	924 BRAXTON RD	12/6/2018
06-593000-10	\$ 236.47	321 DUNCAN AVE	1/7/2019
08-335976-6	\$ 1,298.80	1150 HAPPY RIDGE DR	4/4/2019
07-515002-13	\$ 493.72	809 REMOUNT RD	4/9/2019
02-254000-21	\$ 457.71	1343 WARREN AVE	5/10/2019
06-150000-3	\$ 156.79	30 LEE ST	7/3/2018
05-724000-28	\$ 159.26	539 S ROYAL AVE #1	4/22/2019
02-257000-1	\$ 256.56	1325 WARREN AVE	4/30/2019

FY2024 Write-Off Utility Accounts

Customer Account Number	Balance	Service Address	Final Bill Due Date
10-147070-11	\$ 158.40	47 ROYAL LN #8	4/5/2019
03-107000-22	\$ 125.20	713 W 13TH ST	6/25/2019
10-620000-3	\$ 430.12	930 BRAXTON RD	7/6/2018
09-111001-8	\$ 30.47	203 CLOUD ST #4	9/7/2018
08-341352-24	\$ 138.46	711 SHENANDOAH SHORES RD	5/31/2019
03-616000-9	\$ 2,361.73	915 N ROYAL AVE	7/7/2017
07-253000-12	\$ 159.58	421 E CRISER RD #304	1/11/2019
07-266025-19	\$ 204.08	415 E CRISER RD #303	2/21/2019
08-249000-3	\$ 250.73	506 WASHINGTON AVE	10/1/2018
09-679000-1	\$ 261.59	985 S MARSHALL ST	11/30/2018
02-240099-3	\$ 568.70	1399 N ROYAL AVE LOT C	12/31/2018
05-499130-3	\$ 175.09	317 E MAIN ST #305	2/28/2019
09-168000-11	\$ 104.75	320 CLOUD ST #2	5/31/2019
06-590000-6	\$ 657.19	309 DUNCAN AVE	7/31/2015
08-182000-12	\$ 389.41	425 BEL AIR AVE	5/17/2017

Total \$ 48,897.84



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 10D

Agenda Item: Appointments to the Planning Commission

Summary: Council is requested to appoint two members to the Planning Commission to unexpired terms ending August 31, 2024 and August 31, 2026.

Budget/Funding: N/A

Meetings: Work Session held May 6th and May 13th, 2024

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

Proposed Motion: I move that Council appoint Gary Gillispie to the Planning Commission to an unexpired term ending August 31, 2026 and Megan Marrazzo to an unexpired term ending August 31, 2024.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____



REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 11A

Agenda Item: Request to Waive Sidewalk Requirement for 831 W. 16th Street

Summary: Council is requested to waive a sidewalk requirement for Aaron Hike at 831 W. 16th Street for new construction. The reason for the waiver is the lack of sidewalks along W. 16th Street. Sidewalks are not necessary for the purpose of stormwater management for this particular development. Pursuant to Town Code §148-850.D.the requirement may be waived on vote of the Town Council in residential areas.....

Budget/Funding: N/A

Meetings: Work Session held May 6, 2024

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

Proposed Motion:

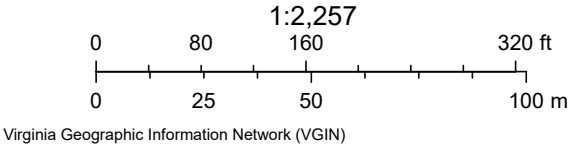
- 1) I move that Council approve the request from Aaron Hike for a waiver of the sidewalk requirement at 831 W. 16th Street.
- 2) I move that Council deny the request from Aaron Hike for a waiver of the sidewalk requirement at 831 W. 16th Street

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____



January 31, 2024



Tina Presley

From: Connie Potter
Sent: Monday, March 25, 2024 2:25 PM
To: Joe Waltz
Cc: Hillary Wilfong; Tina Presley
Subject: FW: Sidewalk Waiver
Attachments: Sidewalk waiver.pdf

Please see below for a sidewalk waiver for property located at 831 W. 16th Street. New SFD. Aerial map attached.

Thank you,
Connie

From: Lauren Kopishke <lkopishke@frontroyalva.com>
Sent: Monday, March 25, 2024 2:06 PM
To: Connie Potter <cpotter@frontroyalva.com>
Subject: FW: Sidewalk Waiver

From: Aaron Hike <hikeconstruction@gmail.com>
Sent: Wednesday, January 31, 2024 4:50 PM
To: Lauren Kopishke <lkopishke@frontroyalva.com>
Subject: Sidewalk Waiver

Hi Lauren, I would like to request a sidewalk waiver for the property located to the west of 827 W 16th st. There are no sidewalks in the area with the closest sidewalk being over a 1000' away at the social services building.

I also plan on utilizing the existing entrance that already has a cut-out in the curb and gutter.

Thank you for your consideration,

--

Aaron Hike
President

Hike Construction Inc.

417 N Royal Ave
PO Box 2161
Front Royal, VA 22630
540-683-1923

BOUNDARY LINE ADJUSTMENT
LOTS 5A, 6, 7, 8, 9 & 10, BLOCK 4,
THARPE SUBDIVISION,
PLAT BOOK 2 PAGE 87,
NORTH RIVER DISTRICT,
TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

SCALE: 1" = 50'
DATE: AUG. 16, 2023
DRAWN BY: PMH

JOB: 23-037W
PAPER SIZE: 8.5" x 11"
SHEET: 1 OF 2

REVISED: OCT. 20, 2023

DRAWING FILE: 827 W16TH STREET R1.dwg

PREPARED BY:
PIONEER LAND SURVEYS PLC
P.O. BOX 1012
FRONT ROYAL, VA 22630
540-631-0700
PIONEERLANDSURVEYS@GMAIL.COM

AREA TABULATIONS

4,983 SQ. FT. PORTION OF OLD LOT 6
3,710 SQ. FT. PORTION OF OLD LOT 7
+2,298 SQ. FT. PORTION OF OLD LOT 8
10,991 SQ.FT. AREA OF NEW LOT 6A

4,488 SQ. FT. PORTION OF OLD LOT 5A
2,433 SQ. FT. PORTION OF OLD LOT 6
3,190 SQ. FT. PORTION OF OLD LOT 7
+2,570 SQ. FT. PORTION OF OLD LOT 8
12,681 SQ.FT. AREA OF NEW LOT 7A

1,137 SQ. FT. PORTION OF OLD LOT 5A
925 SQ. FT. PORTION OF OLD LOT 8
9,062 SQ. FT. OLD LOT 9
+6,166 SQ. FT. OLD LOT 10
17,290 SQ.FT. AREA OF NEW LOT 9A

OWNERS CONSENT:

THIS BOUNDARY LINE ADJUSTMENT WAS MADE WITH FREE
CONSENT AND DESIRE OF THE UNDERSIGNED OWNER.

Aaron Hike DATE 10-24-23
AARON HIKE,
HIKE PROPERTIES LLC

THIS OWNERS CONSENT WAS ACKNOWLEDGED BEFORE
ME THIS 24 DAY OF October 2023.

Connie L. Potter
NOTARY PUBLIC

ALL REAL ESTATE TAXES HAVE BEEN PAID AND RELEASED.

Bryce DATE 10/25/23
TOWN DIRECTOR OF FINANCE

Deanna Kopishke DATE 10/25/23
DIRECTOR OF PLANNING & ZONING

Jim Wallis DATE 10/25/23
TOWN MANAGER

NOTES:

1. CURRENT OWNER: HIKE PROPERTIES LLC AS SHOWN AT INSTRUMENT #220003560.
2. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY, MEETING THE MINIMUM LAND BOUNDARY STANDARDS IN THE VIRGINIA STATE CODE.
3. NO TITLE REPORT WAS FURNISHED. THESE PROPERTIES ARE SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.
4. THIS PROPERTY IS LOCATED IN F.E.M.A. ZONE "X", AN AREA OF MINIMAL FLOODING, LOCATED OUTSIDE OF THE F.E.M.A. DEFINED 100-YEAR FLOOD ZONE.
5. THE CURRENT OR FUTURES OWNERS OF LOT 7A RESERVE THE RIGHTS TO MAINTAIN ANY OF ITS EXISTING UTILITIES THAT MAY BE LOCATED ON LOT 6A.
6. ZONED: R-1
7. TAX MAP #'S: 20A1-1-5A, 6, 7, 8, 9 & 10
8. TOTAL SITE AREA: 40,962 SQ.FT.

SURVEYORS CERTIFICATE

I, PRESTON M. HUMPHREYS, A DULY
LICENSED LAND SURVEYOR, DO HEREBY
CERTIFY THAT I HAVE CAREFULLY SURVEYED
THE LAND SHOWN HEREON; THAT IT IS
CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF; THAT IT IS THE LAND
CONVEYED TO HIKE PROPERTIES LLC BY
DEED RECORDED AT INSTRUMENT
#220003560 AMONG THE LAND RECORDS
OF WARREN COUNTY, VIRGINIA; THAT IT IS
WITHIN THE BOUNDARIES THEREOF; AND
THAT PERMANENT PROPERTY MONUMENTS
HAVE BEEN FOUND OR SET AS SHOWN
HEREON.



LEGEND

- = IRON REBAR FOUND
- = IRON REBAR SET
- ⊗ = WATER METER

P.L.H.V. = PROPERTY LINE HEREBY VACATED
P.L.H.C. = PROPERTY LINE HEREBY CREATED

VICINITY MAP ~ SCALE: 1"=1000'



BOUNDARY LINE ADJUSTMENT
LOTS 5A, 6, 7, 8, 9 & 10, BLOCK 4,
THARPE SUBDIVISION,
PLAT BOOK 2 PAGE 87,
 NORTH RIVER DISTRICT,
 TOWN OF FRONT ROYAL
 WARREN COUNTY, VIRGINIA

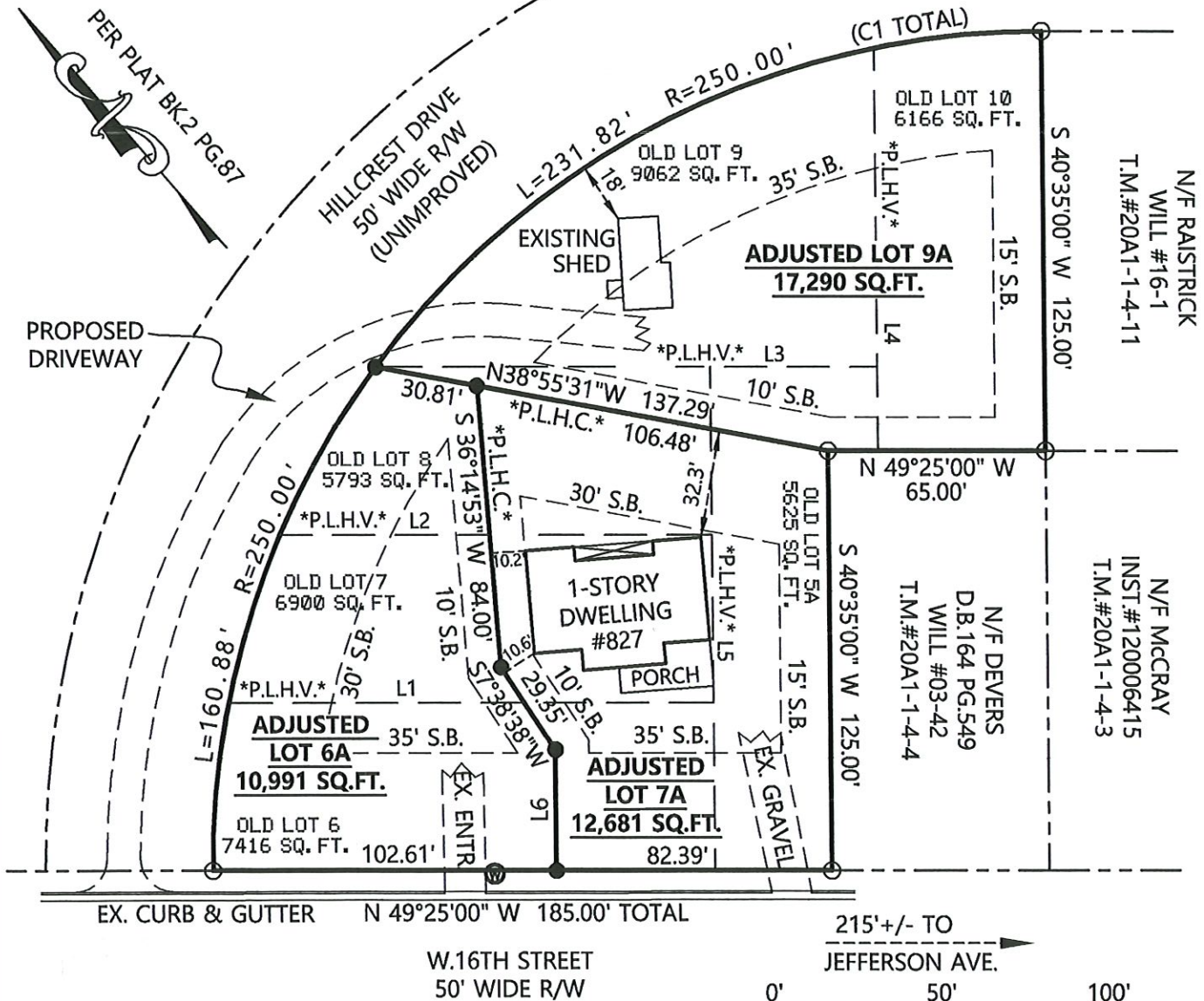
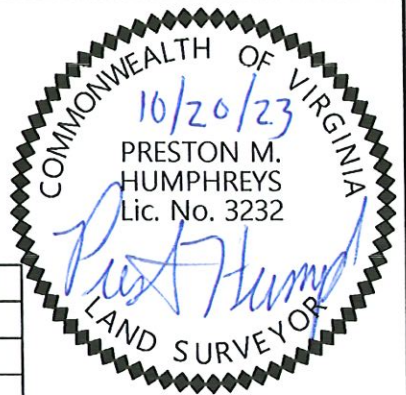
SCALE: 1" = 50'
 DATE: AUG. 16, 2023
 DRAWN BY: PMH
 JOB: 23-037W
 PAPER SIZE: 8.5" x 11"
 SHEET: 2 OF 2
 REVISED: OCT. 20, 2023
 DRAWING FILE: 827 W16TH STREET R1.dwg

PREPARED BY:
 PIONEER LAND SURVEYS PLC
 P.O. BOX 1012
 FRONT ROYAL, VA 22630
 540-631-0700

LEGEND

- = IRON REBAR FOUND
 ● = IRON REBAR SET
 ⊕ = WATER METER
 P.L.H.V. = PROPERTY LINE HEREBY VACATED
 P.L.H.C. = PROPERTY LINE HEREBY CREATED

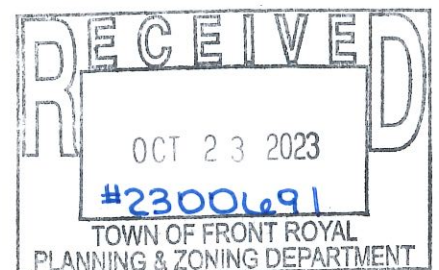
LINE	BEARING	DISTANCE
L1	N 49°25'00" W	144.95'
L2	N 49°25'00" W	129.13'
L3	N 49°25'00" W	150.00'
L4	S 40°35'00" W	119.95'
L5	S 40°35'00" W	150.00'
L6	S 40°35'00" W	36.00'



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	250.00'	392.70'	353.55'	N 85°35'00" E	90°00'00"

This survey was produced before me on the
25 day of October, 2023,
at 16:09 am/pm, and with certificate of
acknowledgement thereto attached was
admitted to record with instrument no.
L2230004596

Copy Teste: *[Signature]*
Clerk/Deputy Clerk
Warren County Circuit Court



PROPOSED HOUSE LOCATION SURVEY

LOT 6A, BLOCK 4,
THARPE SUBDIVISION,
INSTRUMENT #230004596,

NORTH RIVER DISTRICT,
TOWN OF FRONT ROYAL, WARREN COUNTY, VIRGINIA

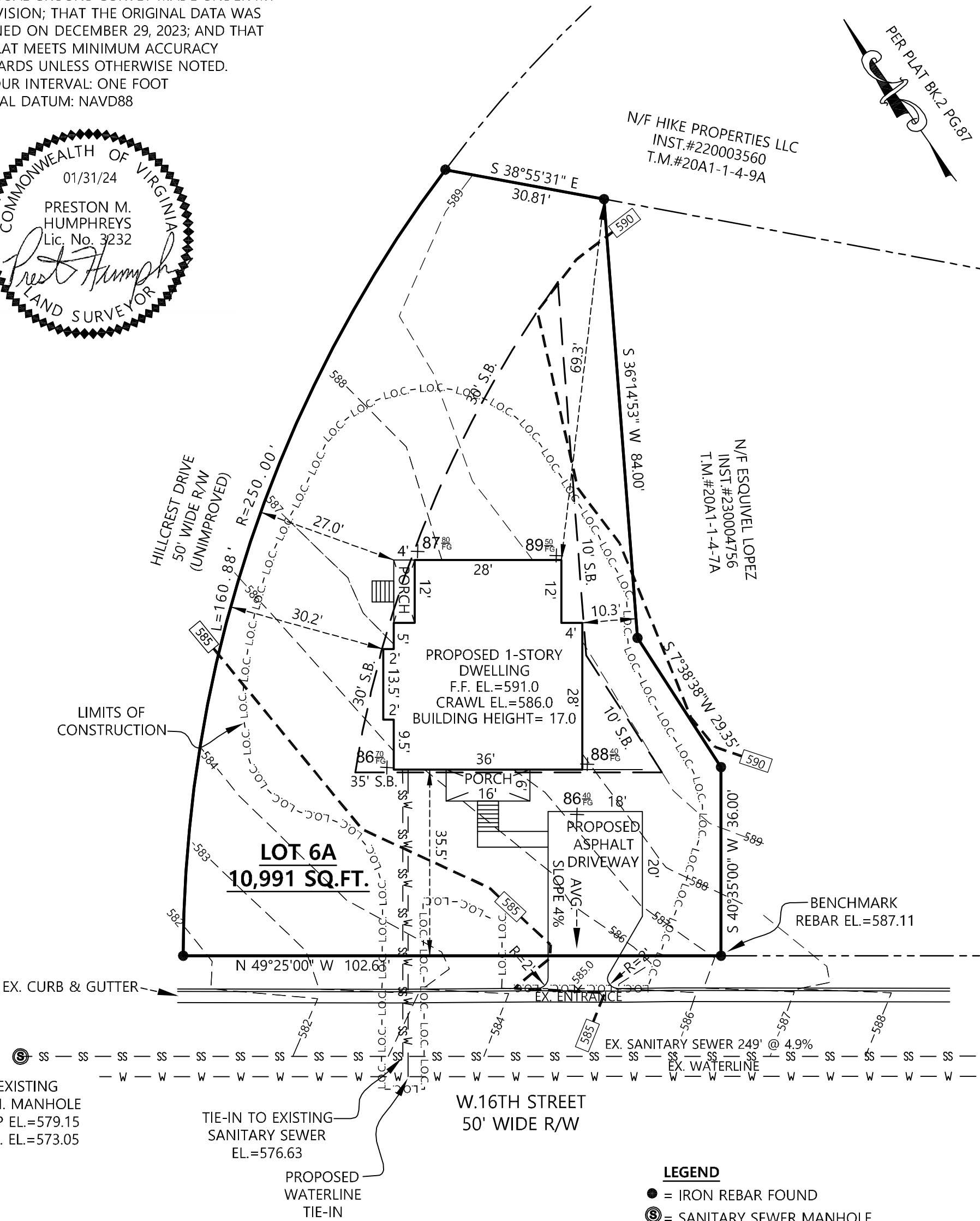
SCALE: 1" = 20'	DATE: DECEMBER 29, 2023	PREPARED BY: PIONEER LAND SURVEYS PLC P.O. BOX 1012, FRONT ROYAL, VA 22630 PH 540-631-0700
JOB: 23-037W	PAPER SIZE: 11" X 17"	
DRAWING FILE: LOT 6A PROPOSED HOUSE R1.dwg		SHEET: 1 OF 1
REVISED: JAN. 31, 2024 PER TOWN COMMENTS		

NOTES:

1. CURRENT OWNER: HIKE PROPERTIES LLC AS SHOWN AT INSTRUMENT #220003560.
2. THE LAND BOUNDARY SHOWN HEREON WAS BASED ON A FIELD SURVEY PERFORMED BY THIS OFFICE RECORDED AT INSTRUMENT #230004596.
3. NO TITLE REPORT WAS FURNISHED. THIS PROPERTY IS SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.
4. THIS PROPERTY IS LOCATED IN F.E.M.A. ZONE "X", AN AREA OF MINIMAL FLOODING, LOCATED OUTSIDE OF THE F.E.M.A. DEFINED 100-YEAR FLOOD ZONE.
5. ZONED: R-1
6. TAX MAP #: 20A1-1-4-6A
7. TOTAL SITE AREA: 10,991 SQ.FT.
8. CALL MISS UTILITY (811) BEFORE ANY DIGGING.

TOPOGRAPHIC NOTE:

THIS TOPOGRAPHIC SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF PRESTON M. HUMPHREYS, LS #3232 FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION; THAT THE ORIGINAL DATA WAS OBTAINED ON DECEMBER 29, 2023; AND THAT THIS PLAT MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED. CONTOUR INTERVAL: ONE FOOT VERTICAL DATUM: NAVD88



PER PLAT BK.2 PG.87

N/F HIKE PROPERTIES LLC
INST.#220003560
T.M.#20A1-1-4-9A

N/F ESQUIVEL LOPEZ
INST.#230004756
T.M.#20A1-1-4-7A

PROPOSED 1-STORY
DWELLING
F.F. EL.=591.0
CRAWL EL.=586.0
BUILDING HEIGHT= 17.0

PROPOSED
ASPHALT
DRIVEWAY
AVG.
SLOPE 4%

BENCHMARK
REBAR EL.=587.11

LOT 6A
10,991 SQ.FT.

EXISTING
SAN. MANHOLE
TOP EL.=579.15
INV. EL.=573.05

TIE-IN TO EXISTING
SANITARY SEWER
EL.=576.63

PROPOSED
WATERLINE
TIE-IN

W.16TH STREET
50' WIDE R/W

LEGEND

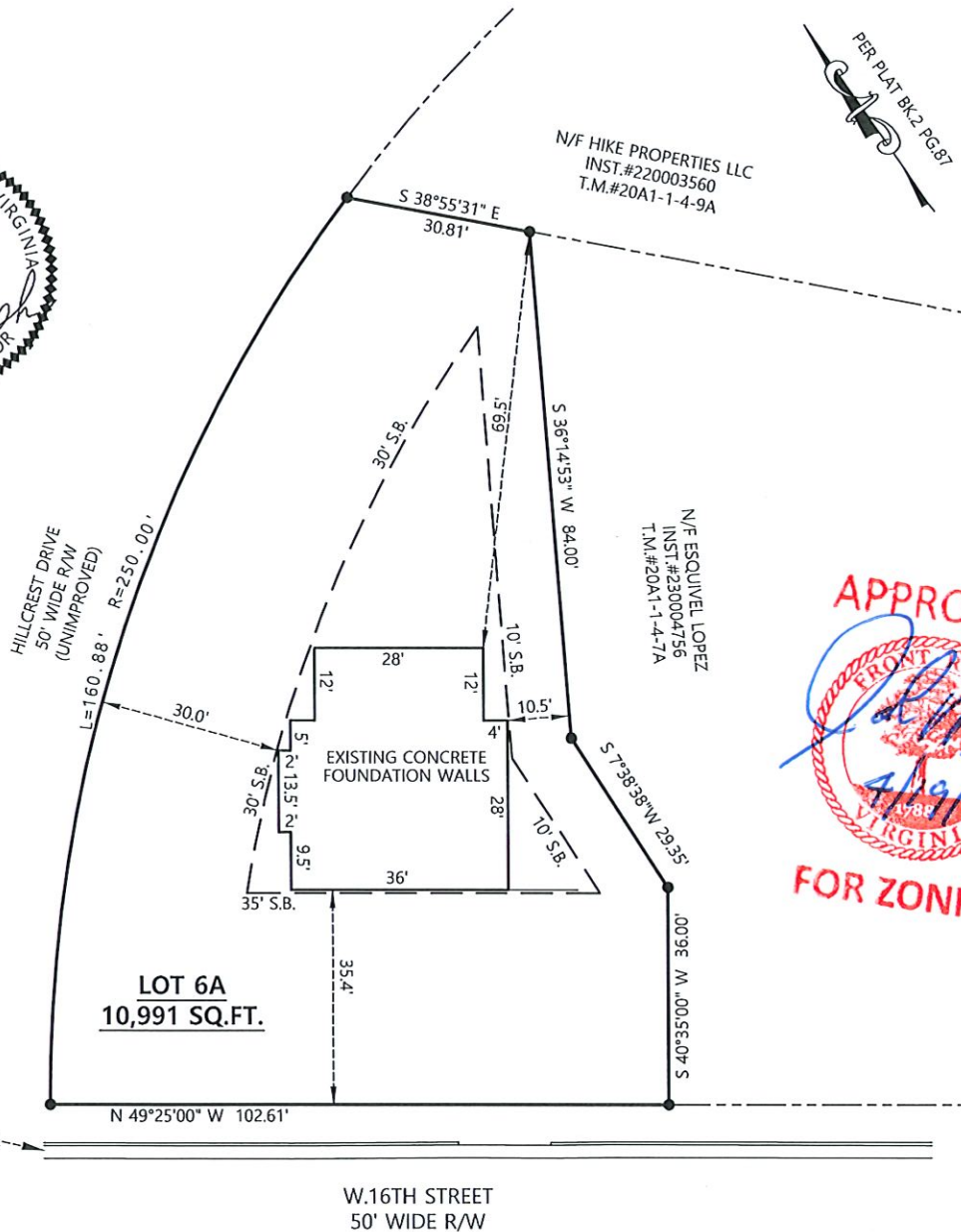
- = IRON REBAR FOUND
- ⊙ = SANITARY SEWER MANHOLE
- × 576.7 = EXISTING SPOT ELEVATION
- +77⁰⁰_{FG} = PROPOSED SPOT ELEVATION



FOUNDATION LOCATION SURVEY
LOT 6A, BLOCK 4,
THARPE SUBDIVISION,
INSTRUMENT #230004596,
 NORTH RIVER DISTRICT,
 TOWN OF FRONT ROYAL, WARREN COUNTY, VIRGINIA

SCALE: 1" = 20'	DATE: APRIL 4, 2024	PREPARED BY: PIONEER LAND SURVEYS PLC P.O. BOX 1012, FRONT ROYAL, VA 22630 PH 540-631-0700
JOB: 23-037W	PAPER SIZE: 11" X 17"	
DRAWING FILE: LOT 6A WALLCHECK.dwg		SHEET: 1 OF 1

- NOTES:
1. CURRENT OWNER: HIKE PROPERTIES LLC AS SHOWN AT INSTRUMENT #220003560.
 2. THE LAND BOUNDARY SHOWN HEREON WAS BASED ON A FIELD SURVEY PERFORMED BY THIS OFFICE RECORDED AT INSTRUMENT #230004596.
 3. NO TITLE REPORT WAS FURNISHED. THIS PROPERTY IS SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.
 4. THIS PROPERTY IS LOCATED IN F.E.M.A. ZONE "X", AN AREA OF MINIMAL FLOODING, LOCATED OUTSIDE OF THE F.E.M.A. DEFINED 100-YEAR FLOOD ZONE.
 5. ZONED: R-1
 6. TAX MAP #: 20A1-1-4-6A
 7. TOTAL SITE AREA: 10,991 SQ.FT.



LEGEND

- = IRON REBAR FOUND
- ⊗ = SANITARY SEWER MANHOLE





REGULAR COUNCIL MEETING CONSENT AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 11B

Agenda Item: Amendment to the Town Manager Contract

Summary: Town Council to renew the Town Manager Contract

Budget/Funding: N/A

Proposed Motion I move that Council approve the Amendment to Town Manager Agreement, between the Town of Front Royal and Joseph Waltz, as presented with the Mayor to execute the amendment on behalf of Council and the Town.

Moved _____ *Seconded* _____

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

AMENDMENT TO TOWN MANAGER AGREEMENT

THIS AMENDMENT TO TOWN MANAGER AGREEMENT (hereinafter "Amendment") is entered into this _____ day of _____ 2024, by and between **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation by and through its Mayor and Town Council (hereinafter "Town"), and Joseph E. Waltz (hereinafter "Town Manager"), collectively "Parties".

RECITALS

The following recitals are made for purposes of this Amendment:

1. The Town desires to continue and extend the employment of Joseph E. Waltz as Town Manager of the Town of Front Royal, Virginia pursuant to the terms and conditions of the Town Manager Agreement entered into effective the 30th day of November 2022 ("Agreement"), and,
2. The Parties desire to amend the Agreement regarding certain terms and conditions of employment to reflect the performance of the Town Manager and the desire to retain the services of the Town Manager.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED; the parties agree as follows:

SECTION 1.1 TERM

Employment under the Agreement shall be extended through May 31, 2027, ("Term").

SECTION 3.1 SALARY

The Town will increase the pay of Town Manager for Duties performed pursuant to the Agreement to an annual base salary of One Hundred Fifty-eight Thousand Three Hundred Ninety-two Dollars (\$158,392.00), effective June 1, 2024.

All terms and conditions of the Agreement not specifically amended by this Amendment shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment effective on the date above entered, the Town causing this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the Clerk of the Council.

TOWN:

TOWN MANAGER:

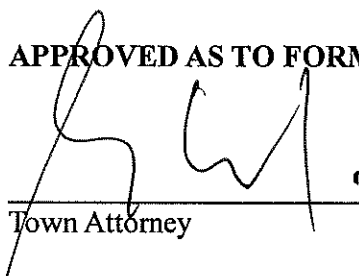
Lori Athey Cockrell, Mayor Date

Joseph E. Waltz Date

ATTEST:

Clerk of Council

APPROVED AS TO FORM:



Town Attorney



CLOSED MEETING AGENDA STATEMENT

Meeting Date: May 28, 2024

Item# 12

MOTION ON 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 Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the dissolution of the Industrial Development Authority of the Town of Front Royal and the County of Warren.

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.

Moved _____ Seconded _____

VM Sealock _____ Ingram _____ Morris _____ Rappaport _____ DeDomenico-Payne _____ Wood _____