



TOWN COUNCIL WORK SESSION

Monday, March 17, 2014 @ 6:30pm

Front Royal Administration Building

1. CLOSED MEETING – Personnel Matter (Community Development Director Position)

Motion to go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the purpose of assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of a public body, specific to applications for the Community Development Director Position, pursuant to § 2.2-3711 A. 1. of the Code of Virginia

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:]*

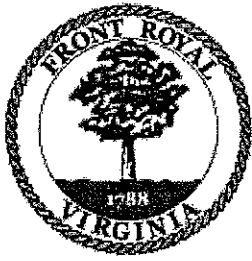
I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Action as were identified in the motion by 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.

Town/Staff Related Issues:

2. Presentation on Loop Study from Pennoni Associates, Inc. – NO BACKUP
3. Virginia Resource Authority (VRA) Spring 2014 Funding Pool – *Director of Finance*
4. Town Vision Discussion – *Director of Planning/Zoning*
5. Trail Discussion – *Director of Environmental Services*
6. Continued Discussion of Septage Agreement– *Town Manager*
7. Peddlers Ordinance– *Town Manager*
8. Building Permit Software – *Town Attorney*

Council/Mayor Related Issues:

9. BZA Term Expires
10. Update on Derelict Buildings – *Councilman Sayre*
11. Council Discussion/Goals *(time permitting)*



Item No. 3

Town of Front Royal, Virginia Work Session Agenda Form

Date: March 17, 2014

Agenda Item: Virginia Resource Authority Spring 2014 Funding Pool

Summary: The Town of Front Royal has made application to participate in the Spring 2014 funding pool through VRA to assist with the funding for the mandated upgrades required for the Water Treatment plant and to refinance a portion of the existing loan on the project completed in 2012.

Council Discussion:

Staff Evaluation: Staff has completed the preliminary application needed to participate in the Spring pool, with this project coming in at a cost of approximately \$3,000,000 for mandatory upgrades and the timing of refinancing a portion of the existing outstanding loan, the Town should be able to maintain the same or nearly the same dollar amount for payback. If for some reason this project cannot move forward at this time the Town can withdraw its application.

Budget/Funding: Funding will be included in annual budget moving forward as debt service line item.

Legal Evaluation:

Staff Recommendations: Staff recommends we continue with this application and refinancing of existing loans.

Town Manager Recommendation:

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session



Town of Front Royal, Virginia Work Session Agenda Form

Date: March 17, 2014

Agenda Item: Envision Front Royal: A Vision for the Town of Front Royal, Virginia
Director of Planning & Zoning

Summary: On January 8, 2014, in a joint work session with the Planning Commission and Town Council, Renaissance Planning Group and Town Staff presented the completed draft Town vision, titled *'Envision Front Royal: A Vision for the Town of Front Royal, Virginia.'* A consensus was reached during the work session that an additional public hearing should be held prior to taking action.

On February 19, 2014, the Planning Commission held a public hearing on the Town vision. One Warren County citizen spoke against the plan, and two Warren County/Town citizens spoke in favor of the plan. Following input from the public, the Planning Commission unanimously passed a resolution to recommend approval. It was discussed that approval represents the acceptance of the plan to use in guiding the drafting of the Comprehensive Plan update, and ultimately, to have the vision incorporated into the Comprehensive Plan. It was further discussed, that like the Comprehensive Plan, the vision is a living document, and can be changed in the future as the needs and priorities of the Town may evolve.

Attached is a copy of the Town vision recommended by the Planning Commission, minus the lengthy appendix.

Council Discussion: This agenda item is scheduled for discussion between Town Council and Staff during the March 17th Town Council Work Session.

Staff Evaluation: The Planning Director will be at the upcoming Town Council work session to answer questions that Town Council may have.

Budget/Funding: n/a

Legal Evaluation: The Town Attorney will be available at the upcoming Town Council work session to answer questions that Town Council may have.

Staff Recommendations: Staff recommends approval by Town Council. Town Council may choose to hold a Town Council public hearing.

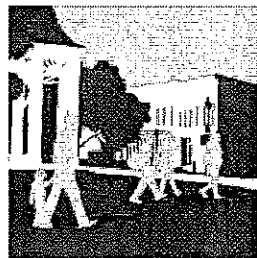
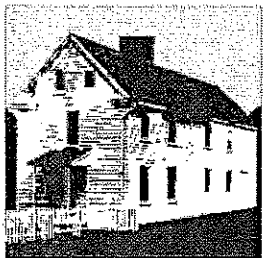
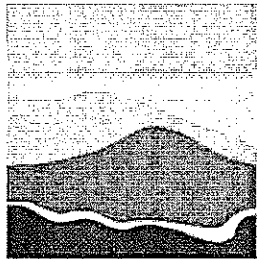
Town Manager Recommendation: The Town Manager will be available at the upcoming work session for discussion and questions.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

ENVISION Front Royal

A Vision for the Town of Front Royal, Virginia



December 4, 2013

Prepared by



RENAISSANCE PLANNING GROUP

HERD
HERD PLANNING
& DESIGN, LTD.

Acknowledgements and Contact Information

- A special thanks to more than 60 citizens who participated and attended one or both visioning workshops.
- A special thanks to all 169 active EnvisionFrontRoyal.com participants (1,445 site visitors) who contributed 134 ideas and 260 comments during the visioning process.

Town Council

Timothy Darr, Mayor;
Hollis L. Tarpe
Thomas H. Sayre
Bret W. Hrbek
Daryl L. Funk
Eugene R. Tewalt
N. Shae Parker

Planning Commission

David Gushee, Chairman
Deborah Langfitt, Vice Chairman
Robert Ballentine
Douglas Jones
William Kline
Arnold Williams Jr.

The following focus group persons were interviewed or contacted during the visioning process:

Focus Group 1: Administrative Staff

Steve Burke, Town Manager
Jeremy Camp, Director of Planning & Zoning
Darryl Merchant, GIS Coordinator/Planner
Tim Smith, Tourism Director
Todd Jones, IT Director
Kim Gilkey-Breeden, Director of Finance
Doug Napier, Town Attorney
Taryn Logan, Warren County P&Z
Martha Shickle, NSVRC

Focus Group 2: Service Sector

Patrick Nolan, President of Warren Memorial Hospital
Norman Shiflett, Police Chief
Jimmy Hannigan, Director of Environmental Services
Joe Waltz, Director of Energy Services
Henry M. Hobgood, Randolph Macon Academy

Group 3 invitees: Business Sector

Niki Foster, Chamber of Commerce
Craig Laird, Front Royal Independent Business Alliance
Jennifer McDonald, Economic Development Authority
Beth Waller, Weichert Realty & United Way
George Cline, Jr., Builders Association

Focus Group 4: Cultural Sector

Linda Allen, Downtown Front Royal
Kym Crump, Executive Blue Ridge Arts Council
Patrick Farris, Warren Heritage Society (*post interview*)
Sandra Wilson, Tree Stewards
Karen Beck-Herzog, Shenandoah National Park
Coordinator
Leslie Fiddler, Women's Resource Center

Town Staff

Steven Burke, Town Manager
Jeremy Camp, Director of Planning and Zoning
Darryl Merchant, GIS Coordinator/Planner

Consultant Team

Jason Espie, AICP, Project Manager, Renaissance
Planning Group
Milton Herd, AICP, Principal, Herd Planning and Design
Mike Callahan, Planner, Renaissance Planning Group

For More Information Contact

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INTRODUCTION

One of the most important things a community can do to ensure a high quality of life for its citizens is to plan for its future. Planning helps to prepare for inevitable change. Like all communities, the Town of Front Royal and its surrounding region face continuous change – economic, environmental, and cultural. In Virginia, the primary method for doing long-range planning is to prepare and adopt a Comprehensive Plan, as required by the Code of Virginia. The first step in creating or updating a comprehensive plan is to define a preferred future, as well as positive pro-active ways of achieving that future.

The most effective way to envision the future is through a citizen-based, collaborative process. From May through November 2013 the Town conducted a visioning process called Envision Front Royal. With the assistance of planning consultants from Renaissance Planning Group and Herd Planning and Design, the Town officials, planning staff and hundreds of citizens worked to develop a clear and compelling vision, and supporting elements, to shape the future of the Town.

The vision and supporting narrative as presented in this report are intended to guide the update of the Town's Comprehensive Plan. (The Plan was adopted in 1998 and has had several revisions and addendums since then). The seven month visioning process included focus group sessions, an interactive website (www.EnvisionFrontRoyal.com), and two public workshops, which are documented in the appendices of this report. The vision statement below is presented to the Town Council for consideration. Following the vision are more detailed descriptions of the themes, supporting elements and associated actions/ideas for consideration as the Town proceeds with updating the Comprehensive Plan in the coming months.

VISION

As Front Royal approaches the middle of the 21st century it

*Will be a **vibrant town** which will serve as a well-connected hub of the county and surrounding region, with a strong and well-preserved historic core focused on arts and cultural amenities, a diverse economy, and benefits from continual collaboration between the Town and the County.*

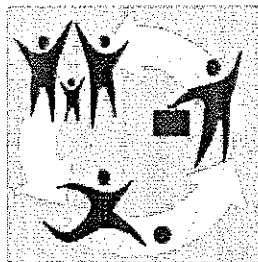
*Will have **preserved** its historic character by preserving, rehabilitating, and restoring its historic buildings, and natural environment.*

*Will be a popular and unique tourist and travel **destination**, linking the mountains, the river, history, and the National and State Parks and forests.*

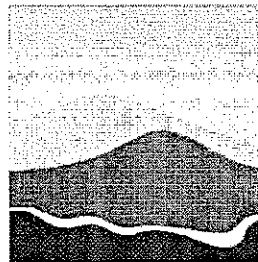
*Will be a **lifelong community** for people of all demographic groups, with a small town character, quality jobs, opportunities for business growth and attractive, affordable housing.*

The graphic below was created to visually communicate the four themes of the vision.

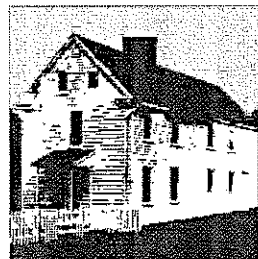
*A Lifelong
Community*



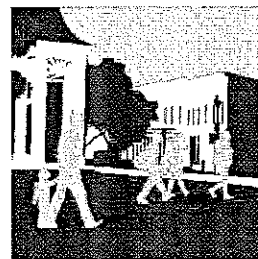
*A Popular
Destination*



*Preserved
Assets*



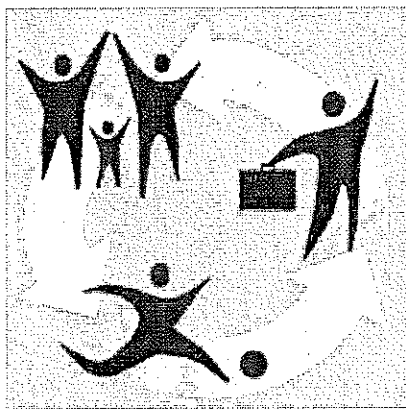
*A Vibrant
Town*



THEMES

DESCRIPTION OF THEMES

The visioning process produced volumes of ideas and concepts from which four themes emerged. The themes are logical groupings of the ideas and aspirations expressed by citizens for their Town's future. The vision statement was written after the four themes were reviewed, vetted, and approved by participants during the first public workshop. In essence these four themes are the cornerstones - the foundation - of the Town Vision. The themes are described in more detail below.



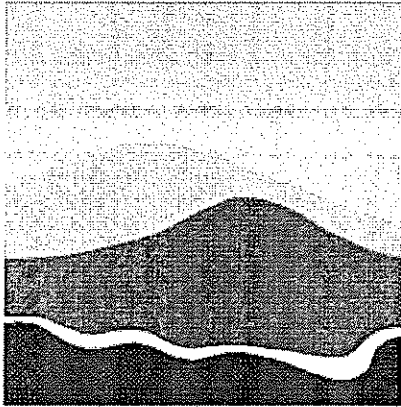
A LIFELONG COMMUNITY. *Front Royal will be a popular place for people of all ages to live and work. Young people will return to the community because of the job and recreational opportunities and good schools.*

The theme of a lifelong community began with discussions about desiring a community where one can live, work and play. A lifelong community takes that concept just a step further to emphasize that it's a community where people of all ages and backgrounds will want and choose to live.

Citizens expressed the aspiration that Front Royal is a place where their children will want to choose to live and can find meaningful and rewarding employment. It's a place where seniors feel comfortable and can afford to retire, with good access to quality health care, and shorter transportation trips. Creating a lifelong community that caters to all ages also means that children have options to walk or bike to school safely, to get around on trails safely, and have opportunities for active recreation in ball fields, play grounds, and other public spaces.

Opportunities for rewarding and higher paying employment is another major component of building a lifelong community, and provides incentive for young adults to remain in and build their careers from Front Royal. A future Front Royal was envisioned that had a strong and diverse economy, providing a range of job opportunities for its citizens. It is recognized that the Washington, DC area employment centers will continue to be a draw for many living in Front Royal, but to the extent that new businesses and opportunities can be cultivated locally and regionally it would help achieve the theme of a lifelong community. Opportunities for business attraction include the redevelopment of the Avtex site, and attracting businesses to or enhancing the downtown commercial areas. It was recognized that good schools are important to attract and retain young families, and workers for future businesses. Creating a quality place to live was recognized as an economic development activity. Businesses will want to locate where employees desire to live, recreate, and raise their children. Businesses desire places with high transportation

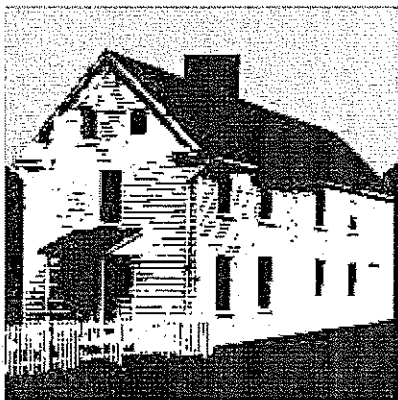
access, lower energy costs, and land availability, which are all elements that Front Royal has. In summary, the theme of creating a lifelong community is a popular and well supported vision concept. It envisions a place with a high quality of life of all citizens of all ages, as measured by many interlocking elements such as quality schools and healthcare, attractive design, high public safety and security, connectivity, beauty and recreation, and access to higher wage local and regional jobs.



A POPULAR DESTINATION. *Front Royal will be a popular and unique tourist destination, especially for day trips from and to Virginia and the DC region. The visitors will boost the local economy and downtown.*

Front Royal stands to benefit from its strategic location at the convergence of roads, rail, rivers, and historic events. It is a gateway to Shenandoah Valley, Skyline Drive, and Shenandoah National Park, with close access to the Appalachian trail and many other nearby state forests. Its strategic location resulted in a number of Civil War events.

There is potential to enhance its destination appeal as a 'base camp' to these many natural and historic amenities. The proximity of the Northern Virginia and DC metropolitan markets presents tourism potential both from people visiting from the DC area, as well as people from elsewhere visiting DC and using Front Royal as a base. The popular destination vision theme aspires to build on these tourism related assets and opportunities to enhance and leverage the economic potential of Front Royal as a desirable destination. A well curated tourism destination will result in a more pleasant and attractive place to live for residents, with improved access points to these amenities. When one lives in a place that is a well known and popular destination it motivates pride, care, and a sense of ownership of the community's resources and reputation.



PRESERVED ASSETS. *The Town's historic buildings will be restored for new uses, natural assets will be preserved, and the Town will be clean and attractive.*

Front Royal's has many assets, both historic buildings, and natural and civic assets. This theme envisions a future where Front Royal has succeeded in preserving, protecting and enhancing its many physical assets. There are a number of historic structures in various states of use, non-use or repair or disrepair in the Town. Challenges identified include absentee ownership, or lack of maintenance and upkeep,

which were issues not just with historic buildings but in some other areas of the Town. The restoration, re-use, rehabilitation of historic structures and façades was a dominant and popular

topic of conversation throughout the visioning process, thus warranting prominence as a theme. The Town's natural assets were equally discussed as important for preservation and protection. Natural assets included such features as rivers, tree canopy, parks, open space, natural areas, wetlands and floodplains. The ideas of a riverwalk, increased access via trails and greenways to better access the natural assets were popular concepts during the process. The civic assets identified were the existing popular public spaces, community places such as libraries and parks, and ball fields.



A VIBRANT TOWN. *Downtown will be the vibrant hub of Front Royal, showcasing the region's culture and heritage.*

Front Royal is envisioned to be a vibrant town comprised of many unique and attractive neighborhoods unified by an active and prosperous downtown core. Downtowns and Main Streets are the living and breathing hearts of small towns. It is where the activity occurs, goods and services exchanged, parades, events, gatherings happen, and where legal and government decisions are made. Vibrant places present opportunities for increased economic exchange,

business growth and attraction, which will lead to increased employment opportunities and greater financial stability for citizens. The vision theme of a vibrant downtown recognizes the importance of maintaining and improving the vitality of Front Royal's downtown, including its historic districts and adjacent neighborhoods.

Walkability is a key factor in making any downtown place vibrant, known as "place-making". If people are not comfortable getting out of their cars, walking, being outside or mingling, then there will be little chance of having a vibrant downtown or main street district. High walkability requires street designs that are "pedestrian-friendly", smaller blocks, sidewalks that are maintained and pleasing, landscaping and lighting. Trail connectivity, and bike facilities that link the downtown to popular destinations and neighborhoods are also important in place making. Walkable places are designed for human scale and comfort first, and cars second.

Having more residential rooftops downtown, or near downtown is also desirable for vibrancy. A diversity of housing options, styles, and price ranges will help with both affordability and vitality. Attractive destinations present a variety of choices, retail, shopping, and services, so diversifying and attracting different types of businesses to the downtown core is important to cultivating a vibrant, active downtown for Front Royal. People involved in this visioning process recognized that Front Royal has been working and has had considerable success over the years in revitalization efforts downtown. This vision aims to build and increase those successes in the future. Regional cooperation with Warren County and with other nearby jurisdictions was identified as an important and necessary ingredient for improving the vitality of Front Royal as a regional hub and community.

PRIMARY SUPPORTING ELEMENTS

The visioning process solicited more than big picture aspirations and themes. From the focus group interviews, the workshops and the interactive website emerged a number of supporting elements. These elements are contributing concepts or factors necessary to make the themes and vision a reality. These primary supporting elements and actions represent the detailed narrative behind the spirit of the vision, and as such provide more substantive guidance for specific objectives and actions of the Comprehensive Plan.

There is a list of additional secondary elements included in Appendix A. The secondary elements are still important contributing factors to the vision themes, but did not get assigned actions or ideas during the second public workshop. They are included in the Appendix and remain worthy of further consideration when updating the Comprehensive Plan, but simply lack the detail of the primary supporting elements below.

1. Restored historic buildings; restored façades

Front Royal has a wealth of historic buildings. But many, such as the Afton Inn downtown, are in a state of disrepair. Restored, these buildings can be a beautiful entrance to the town and downtown. Possible supporting actions or ideas include:

- 1.1 Restore or simply build more attractive buildings in town and entering town.
- 1.2 Establish a local non-profit development corporation in the near-term. Front Royal staff may work with citizens to identify talented people to lead the organization.
- 1.3 Establish a revitalization fund in the near term to assist historic preservation efforts, façade improvement projects, local transportation projects, and other community improvements. The fund may help property owners establish new businesses downtown by helping them overcome the gap between what it costs to rehabilitate buildings and the lease revenue. The fund also presents an opportunity for the town and county governments to cooperate.
- 1.4 Find a new use for the Afton Inn so that it may be an attractive gateway to downtown.
- 1.5 Improve energy efficiency in all town buildings and structures. The Town's Electrical Services Department can take the lead on this action in the near term.
- 1.6 Retrofit older motels along the northern entrance to Town.
- 1.7 Develop a hostel for international travelers, young travelers, and Appalachian Trail hikers.
- 1.8 Expand the historic district to the south.

2. It is easy to walk and bike; there are good connections to regional trails, and expanded greenway systems; the downtown core has high pedestrian activity and amenities.

Front Royal's residents expressed a clear desire for more comfortable, safe, and connected walking and biking routes. The routes will connect major destinations, connect the Town and County, and be clearly marked with wayfinding signs. Possible supporting actions or ideas include:

- 2.1 Build a system of greenways in town extending out along major corridors and connecting destinations.
- 2.2 Build a shared use path from Front Royal to the Appalachian Trail via Route 522 in order to strengthen the bicycle and pedestrian connection to Shenandoah National Park and improve conditions for through-hikers that want to spend time in town. The Town and County governments may collaborate with the Potomac Appalachian Trail Club to build the path in the near term.
- 2.3 Create a Riverwalk along the South Fork of the Shenandoah River between points on the southern and northern ends of Town.
- 2.4 Build sidewalks on residential streets where they are lacking. The Town will be responsible for leading this action.
- 2.5 Build a safe walking path on Criser Road. The Town may take the lead on this project with assistance and cooperation from the National Park Service, which abuts the road.
- 2.6 Add bike parking downtown and at shopping centers. The Town can implement this action through an ordinance and collaboration with businesses through an adopt-a-rack program.
- 2.7 Extend Virginia Railway Express commuter rail service to Front Royal in the long term (35 years plan).
- 2.8 Add a regional bus connector to the Washington metropolitan area.
- 2.9 Add pedestrian signals at all intersections in Front Royal.
- 2.10 Connect neighborhoods and schools via walking routes and sidewalks. The state's *Safe Routes to School* program is a potential funding source.

3. Shopping and dining downtown with diverse choices that appeal to both visitors and locals.

More shopping and dining options will contribute to a more vibrant downtown that is a destination day and night. The new options will appeal to a wide range of people including hikers that are passing through Town on the Appalachian Trail and are looking for an affordable place to eat, rest, and resupply. Possible supporting actions or ideas include:

- 3.1 Establish a *Buy Local* campaign that encourages residents to shop at locally-owned restaurants and stores.
- 3.2 Recruit more local and ethnic restaurants.
- 3.3 Add a grocery store in the downtown area and/or on the north side of town.
- 3.4 Encourage businesses to remain open after 5:00 PM
- 3.5 Add a Ferris Wheel downtown (or similar attraction). The idea could be tested as a rental at the Caboose location.

4. Affordable and diverse housing for many income levels, with accountable landlords.

A wide range of housing options contributes to Front Royal's vision as a lifelong community where people of all ages and stages in life can meet their housing needs. The options should include a wide range of housing types from single-family homes to apartments above downtown stores. Possible supporting actions or ideas include:

- 4.1 Enforce maintenance standards for rental properties .
- 4.2 Promote new housing types that are attractive to seniors, making it possible for them to age in place rather than leaving Front Royal.
- 4.3 Purchase the "Silk Mill" for preservation. It may be used as a public amenity, such as a museum, or a private use such as outlet stores or housing.
- 4.4 Encourage the return of old houses from business use to housing use.
- 4.5 Increase single-family housing in the greater downtown area.
- 4.6 Encourage energy efficient rental housing development.
- 4.7 Encourage construction of more affordable apartments.

5. Small town character - develop a sense of pride in community

Front Royal's size nurtures close community bonds and mutual support among neighbors. The community welcomes growth that is well designed, contributes to social connections, and fosters pride in Front Royal. Possible supporting actions or ideas include:

- 5.1 Promote more community use projects that connect residents, such as community gardens and adult education programs.
- 5.2 Build a cultural arts center or space for local artists to exhibit their work.
- 5.3 Involve high school students in Town and County community development projects. School administrators will play an important role launching such a program in the mid term.
- 5.4 Initiate a program to organize volunteers that will help senior citizens with home maintenance and repairs.

- 5.5 Develop more events for children and families, such as parades and festivals.
- 5.6 Organize holiday walking tours of historic homes.
- 5.7 Reach out to existing communities of color to participate in town planning. It requires special effort.

6. Safe and family friendly

Front Royal's residents value safety and family-friendly programs. Safety can be improved through better street design that slows traffic and makes walking and biking more attractive, and through actions to reduce drug use and drug-related crime. Possible supporting actions or ideas include:

- 6.1 Increase youth sports, arts, and service programs. Groups such as "Street Wize" should be involved.
- 6.2 Emphasize drug law enforcement and support programs to reduce drug use.
- 6.3 Improve lighting around town and on major corridors into Town.
- 6.4 Establish a program to improve relationships between police officers and citizens.
- 6.5 Invest in improving the schools and retaining good teachers.
- 6.6 Address problems caused by aggressive dogs and nuisance animals.

7. More professional jobs in Front Royal

Adding professional jobs in Front Royal will support a strong economy by retaining young adults that leave in search of jobs, providing local employment options for people currently commuting to the Washington metropolitan area on Interstate 66, and increasing local spending. Possible supporting actions or ideas include:

- 7.1 Transform the Avtek site into a productive use with jobs in clean energy, research and development, or light industry. The Front Royal-Warren County Economic Development Authority and Town may cooperate on this action step.
- 7.2 Identify target sectors in an economic development plan, identify infrastructure needs that will support these sectors, and market Front Royal to them.
- 7.3 Create a vibrant arts and music scene, and build new outdoor amenities to make Town attractive to tech start ups and their employees.
- 7.4 Attract a brewpub.
- 7.5 Start a dialogue and conduct interviews with existing businesses about how to grow the local economy

8. More support and space for arts, culture, and theatre, and public spaces

Tourism is another important element of Front Royal's economy. Additional venues for art, culture, and theatre will attract tourists while enriching quality of life for residents. Possible supporting actions or ideas include:

- 8.1 Launch a year-round market downtown for farm products and crafts in a permanent space.
- 8.2 Continue with music festivals at the Downtown Gazebo
- 8.3 Develop a unique festival closely linked to the community's brand. This can help the town "get on the map". The Town should look to a private promoter to develop the festival in the short-to-mid term.
- 8.4 Find novel uses for empty buildings while they wait for a permanent use. Examples include temporary demonstrations, pop up stores, and cultural events.

9. Attractive and beautiful gateways

Attractive and beautiful gateways send a message to visitors that Front Royal cares about community and takes good care of its assets. This is an important message for tourists, prospective employers and employees. It also contributes to community pride among existing residents. Possible supporting actions or ideas include:

- 9.1 Launch a "Clean Up Our Town" program to organize volunteer help.
- 9.2 Add inviting wayfinding signs and landscaping to downtown. The Planning Commission will play an important role in determining the design and location of signs.
- 9.3 Prioritize improvement to the gateways from North Front Royal and the National Park (Route 340 and Route 522). Potential improvements include distinct gateway arches over the streets and attractive flowers, bushes, and signage.
- 9.4 Install overhead sign at entrance of the first bridge into Town with space for banners promoting special events.
- 9.5 Increase the number of street trees.

10. Enhanced active recreation opportunities such as canoeing, biking, hiking with strong connections to Shenandoah National Park

Front Royal has extraordinary access to natural assets including the Shenandoah River and the Blue Ridge Mountains of Shenandoah National Park. The Town can tap into these resources even

more to increase recreational opportunities for residents and attract tourists and new businesses. Possible supporting actions or ideas include:

- 10.1 Host more events, such as long-distance running and bike races. For example, the Town could host a triathlon with biking on Route 522, running in Town, and canoeing on the River. The Appalachian Trail Committee and a local outdoor retailer could take the lead on this event in the mid term, once construction of multi-use path on Route 522 is complete.
- 10.2 Construct a second boat launch and exit. An ideal location is near the VFW because it would allow one-way trips through town. This action would require cooperation among the Town, VFW, Virginia Department of Game and Inland Fisheries, and Shenandoah River Keeper. The project could be completed in the near term.
- 10.3 Promote outdoor events to attract visitors. The National Park can help market the events. The Town and County tourism and parks offices could promote any events with assistance from private sector organizers. This can be accomplished in the near term.
- 10.4 Promote the Discover Front Royal website.
- 10.5 Add wayfinding signs to the Shenandoah River and Dickey Ridge Trail.

11. Increase day and night activity

A vibrant downtown is active day and night. Front Royal can increase evening activity through more music events and venues, educational and cultural events, attractive and diverse restaurants, safe and well-lit streets, and more festivals. Possible supporting actions or ideas include:

- 11.1 Open a building downtown for dances or gatherings following the Gazebo Gatherings. Floyd, VA is an example to study. The Town and County will need to collaborate with the private sector. It may be possible to implement in the near term.
- 11.2 Consider making Main Street a pedestrian mall or shared street, and enhancing downtown parking. This was among the most discussed topics with many views for and against, but it is worthy of further discussion due to the high interest.
- 11.3 Add a downtown theatre.
- 11.4 Add a venue for music and shows that can be used outside of the summer months when Gazebo Gatherings are held.
- 11.5 Encourage development of a hotel or other accommodation space in the downtown area.
- 11.6 Add a cultural arts center or space for local artists to exhibit work.
- 11.7 Encourage new housing development in the downtown area with an emphasis on more owner-occupied units.

12. Market assets and history

Front Royal's assets and history are well known to residents, but awareness is poor outside of the area. Increasing awareness of the assets and history throughout the state and in the Washington metropolitan area will strengthen the local economy by increasing tourism and the demand for business and residential properties. Possible supporting actions or ideas include:

- 12.1 Develop a consistent message and brand for Front Royal. For example, "Base Camp for Shenandoah" or "Canoe Capital of Virginia". The Town and County may take the lead with support from local businesses that stand to benefit.
- 12.2 Market the Town's Civil War history. Bob Meadows and the Warren Historic Society are knowledgeable and can assist in this effort.
- 12.3 Hire a marketing and/or tourism staff person within the Town to organize and executive these efforts.
- 12.4 Identify a revenue source for marketing and tourism promotion efforts.
- 12.5 Market a Skyline Drive/Shenandoah Valley Scenic Byway. Partner in the branding with National Geographic.
- 12.6 Blog about events in Front Royal.
- 12.7 Research the history of Front Royal architecture, black history, and black churches.

13. New growth areas have been well planned

Front Royal desires new growth that is consistent with the characteristics of traditional neighborhoods, which include well connected streets, sidewalks, and the potential for mixed use. Possible supporting actions or ideas include:

- 13.1 Create more coherent clusters of development. This can be accomplished by the Town and local businesses studying the community's needs and the most suitable places to develop in order to meet those needs. This can be accomplished in the near term.
- 13.2 Focus on where to place new housing and local/unique retail while continuing to concentrate big box retail in existing locations.
- 13.3 Increase density in areas that are an easy walk or bike to downtown, creating a population that will demand services downtown. The Town and County can help implement this action through zoning ordinances.
- 13.4 Redevelop the Town in a manner that accommodates the population's changing needs. For example, the desire for older residents to "age in place" is an emerging concern.
- 13.5 Seek a new interchange on Interstate 66 that will serve new growth.
- 13.6 Start a broad-base community discussion about the future of Happy Creek.

14. Clean rivers

A clean Shenandoah River supports healthy people, fish, and wildlife and outdoor recreation. The Town can clean the river through cooperation with other towns, the state, and residents. Public education is also an important element. Possible supporting actions or ideas include:

- 14.1 Update zoning to protect riparian buffers, promote permeable pavements, and other strategies that protect rivers. The Town and County can make these changes in collaboration with upstream communities.
- 14.2 Work with surrounding communities to limit pollution runoff into the River from stormwater and agriculture into the River. The Town, soil and water conservation boards, and land owners are all key stakeholders that will need to work together.
- 14.3 Recruit groups that promote clean rivers, such as Potomac Watershed Alliance, to locate in Front Royal.
- 14.4 Invite scientists involved in clean water to hold conferences in Front Royal.

15. Diverse mix of uses and retail

A more diverse mix of stores is needed to support a vibrant downtown. A safe, comfortable, and walkable downtown area will contribute to the success of these new stores. Possible supporting actions or ideas include:

- 15.1 Establish a fund that can help people launch new businesses downtown. The fund will help investors overcome the near-term gap between what it costs to build or rehabilitate a building downtown and the rent that can be achieved. The Town and County can cooperate with the private sector to initiate such a fund in the near term. However, this will require more community discussion as views for and against such a fund were expressed in the vision process.
- 15.2 Establish a "Buy Local" campaign that encourages residents to shop at locally-owned restaurants and stores.
- 15.3 Set design standards that encourage walkable development. The Town and County can accomplish this action in the near term through zoning and development codes.
- 15.4 Recruit an outdoor sports store.
- 15.5 Consider the charrette results for Happy Creek as a possible guide for development.

NEXT STEPS

LINKING THE VISION TO THE PLAN

The next step in the Town's planning process is to draft an updated Comprehensive Plan, using this Vision as the foundation. The Comprehensive Plan will include goals, policies, and implementation actions for all of the major elements of the Town, including housing, transportation, economy, environment, etc. The goals and policies of the Plan should reflect the themes and ideas emerging from the Vision process, as summarized in this report.

The process of drafting the full Comprehensive Plan will be headed by a volunteer project Steering Committee with technical support from the Town staff, and is expected to be completed during 2014. The Planning Commission is responsible for overseeing the preparation of the Plan and recommending a draft to the Town Council, which will have final authority for approval and adoption. Key aspects of the process of creating the Plan will be to:

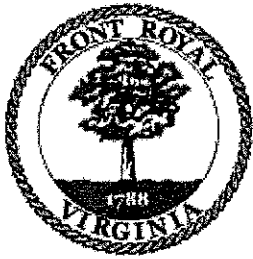
- Connect the themes of the Vision with the specific topic components of the Plan (housing, transportation, etc.),
- Refine and expand the various supporting action items for achieving the Vision, and
- Choose priorities among a host of excellent potential supporting actions, and set out a detailed implementation program for the coming years.

MINDMIXER (INTERACTIVE WEBSITE)

The website www.EnvisionFrontRoyal.com was created for purposes of providing an on-line base for the visioning process. Renaissance Planning Group retained the vendor services of MindMixer to set up and host the site for the duration of the seven month visioning process. The site has proven an effective communication tool for the visioning process, allowing hundreds of ideas and comments to be put forward. Comprehensive Plans benefit from continued public engagement throughout their development, not just at the outset. The Town could benefit from retaining the site either by continuation of contract through Renaissance Planning, or by setting up an on-going contract directly with MindMixer to keep the site operational for the duration of the Comprehensive Planning process, or as long as the Town staff and leadership believe the site useful.

APPENDICES

- A. ADDITIONAL SUPPORTING ELEMENTS
- B. ASSET MAP, WORKSHOP 1
- C. WORKSHOP 1 SUMMARY
- D. WORKSHOP 2 SUMMARY
- E. THEMATIC SUMMARY - FOCUS GROUPS
- F. THEMATIC SUMMARY - MINDMIXER



Item No. 5

Town of Front Royal, Virginia Work Session Agenda Form

Date:

Agenda Item: Happy Creek Walking Trail Benches

Summary: The Department of Environmental Services has researched the schedule of the full completion of the trail including signage, benches, trash cans, and plantings placements.

Council Discussion: Council is requested to review the information submitted by the Department of Environmental Services.

Staff Evaluation: Environmental Services has completed a schedule of when all work will be completed and copies depicting signage, trash cans, and benches.

Budget/Funding: To be determined by the Finance Director

Legal Evaluation: The Town Attorney will be able to address any legal questions or concerns

Staff Recommendations: Staff recommends following the schedule as submitted for the months of March through May 2014.

Town Manager Recommendation:

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

ROYAL GREENWAY/HAPPY CREEK TRAIL

SCHEDULE OF ENHANCEMENTS

MARCH 2014

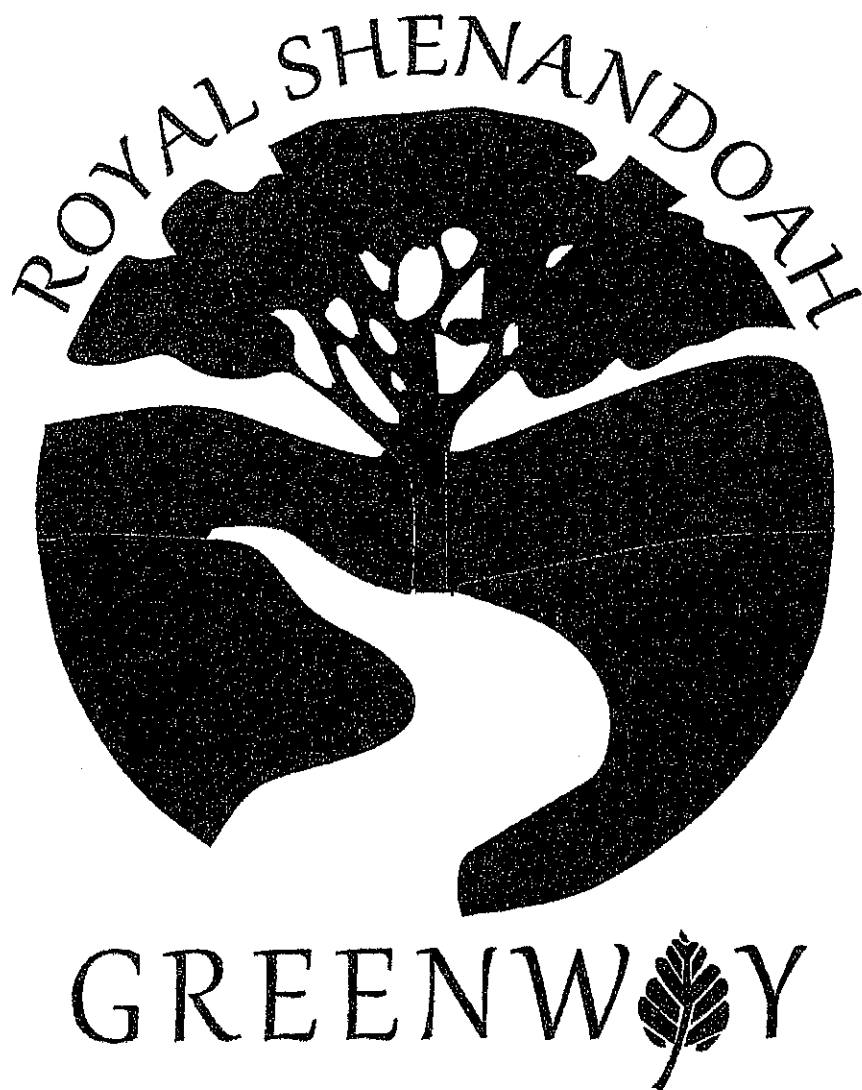
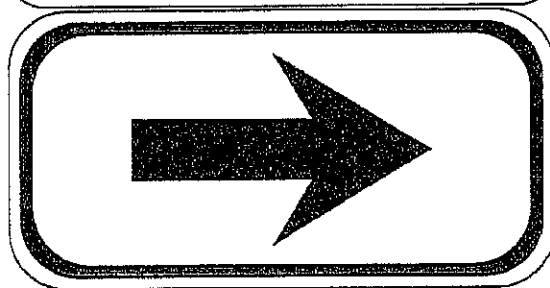
- **Fabrication of signs**
 - Greenway Signs (Complete)
 - Arrows (Complete)
 - Mile Markers-design to be determined. Two different style mile markers have been included for consideration.
 - There are five signs to be placed along the County's section of the trail. These are the Greenway Logo and arrows. The cost of fabricating and installing these signs is included in this report.
- **Installation of Fence**
 - At Criser Road, 4 posts and 4 rails and 4 posts and 4 rails placed at trails end near south side of South Street, fencing to be installed by Horticulture Division and is weather dependent.

APRIL 2014

- **Concrete Pads formed and installed**
 - By Concrete Division, this activity will be weather dependent
- **Installation of trash receptacles**
 - It would be desirable to maintain a theme along the trail using the same trash cans as used in the downtown area. These Victorian Trash Receptacles are manufactured in Roanoke and cost \$765.00 each. This is a reasonable price for a heavy metal trash can, manufactured with the Town logo and painted the Front Royal Blue. It will take 4-6 weeks to receive the receptacles after they are ordered.
- **Installation of Signage**

MAY 2014

- **Installation of benches**
 - There are 8 benches constructed, but they will need the center support. The center supports have been ordered and will arrive in 6-8 weeks. Once we have the center supports, the benches will be installed. There are to be 12 benches on the trail. The remaining four will be constructed and the center supports will be manufactured in-house by the Shop personnel. As soon as they are complete the remaining 4 benches will be installed.
- **Landscape Enhancements**
 - The low maintenance plantings will be coupled with the fencing. There is an additional planting on the Criser Road trail head to discourage vehicular entrance. This consists of a large concrete planter on the trail and a buffer planting along the trail. Additional trees and shrubs will be planted in several locations along to trail to screen the view of the parking lots. This will be a phased process to allow the crew to properly maintain and water what is planted.



12"



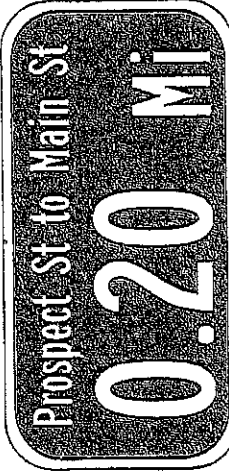
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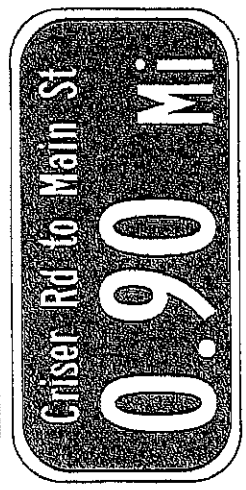
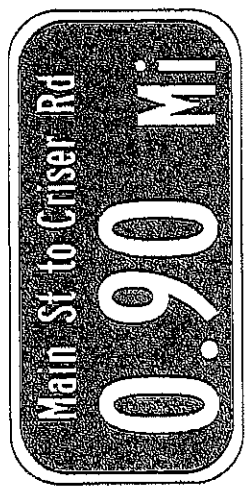
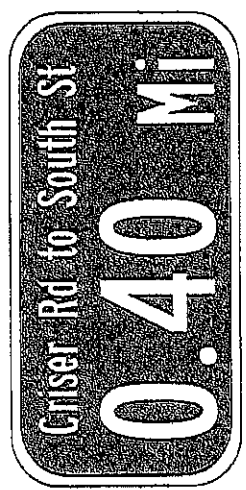
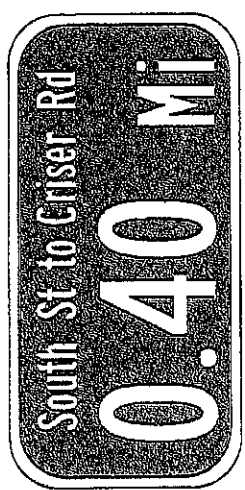
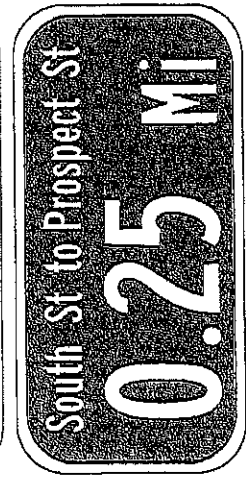
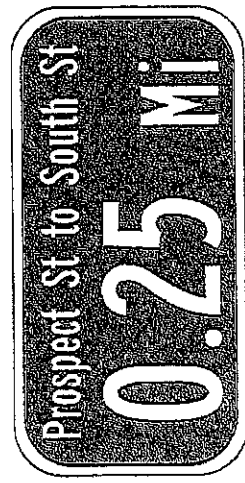
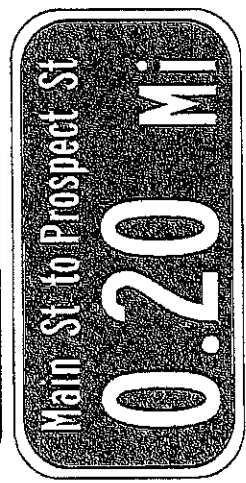
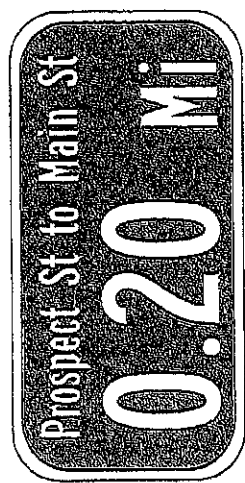
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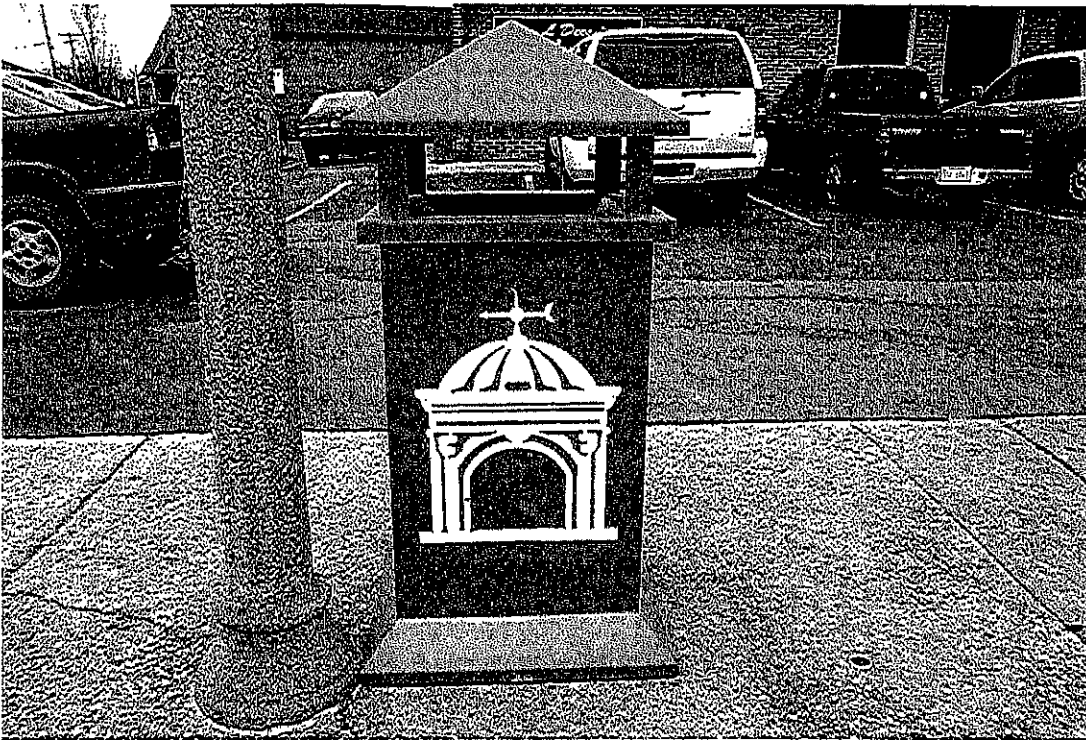
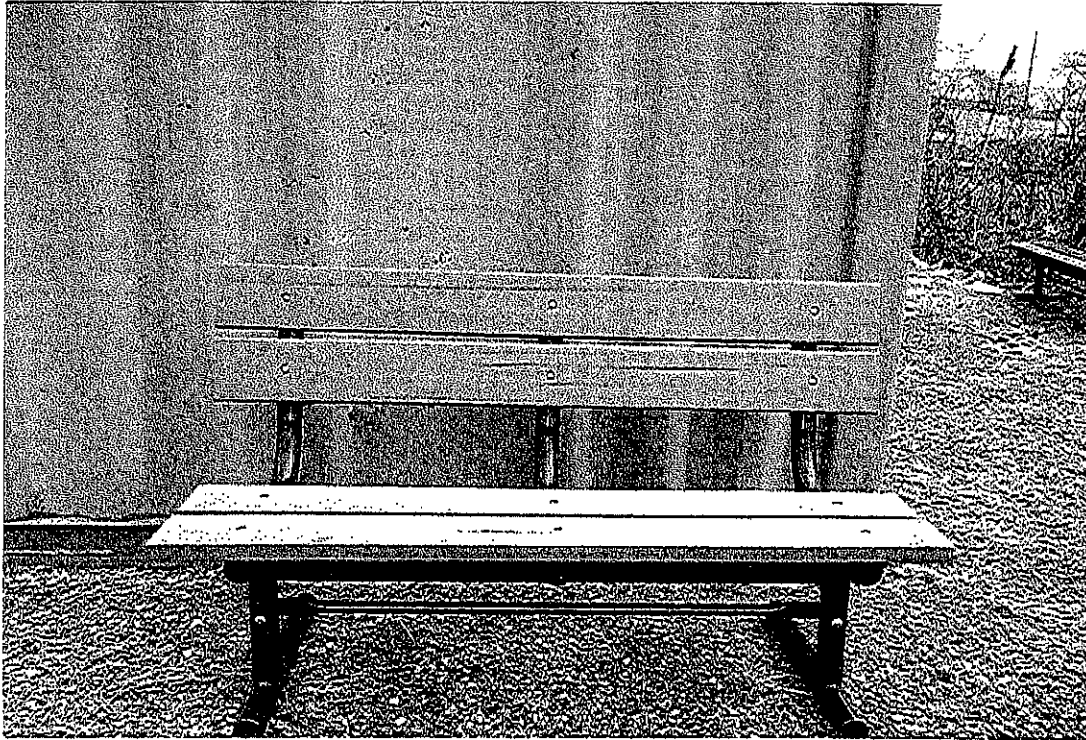
Yards
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/ 8

Mile
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/ 16

Royal Shenandoah Greenway Trail
Cost of signs on County Property

Qty	Material	Cost	Total
5	6x12	10.63	53.15
5	12x12 Trail Sign-Single sided w/2 colors	19.47	97.35
10	6' 2lb channel post	11.25	112.50
15	5/16 x 1 bolts	0.25	3.75
20	5/16 x 2 bolts	0.45	9.00
35	5/16 nylock nut	0.12	4.20
20	Nylon washer	0.23	4.60
	TOTAL		284.55
Hr	Activity	Cost	Total
10	Fabrication	36.50	365.00
5	Installation	42.00	210.00
	TOTAL		575.00
	GRAND TOTAL		859.55



HAPPY CREEK TRAIL *Town of Front Royal, Virginia*

Happy Creek Trail Segments

- Segment 1 = 1068.8' (0.20mi.)
- Segment 2 = 1309.4' (0.25mi.)
- Segment 3 = 2083.4' (0.40mi.)

BENCH LOCATIONS

- EXISTING BENCH
- EXISTING PICNIC TABLE
- PROPOSED BENCH

OPTIONAL AMENITIES

- 1. TRAIL CABLE
- 2. RAIL FENCE
- 3. TREE BACIA
- 4. PICNIC TABLES
- 5. BENCH
- 6. LAKE STRIPING
- 7. AND STATION
- 8. HUNDS PARKING
- 9. LANDSCAPING

This Agreement is exempt from recordation taxes imposed by
§58.1-801 and §58.1-803 of the Code of Virginia, 1950 pursuant to §58.1-811.

This **AGREEMENT OF EASEMENT** is made this ____ day of _____, 2014, by and among **THE BOISSEAU FAMILY, L.C.**, and **THE BOISSEAU FAMILY, L.C. II**, both Virginia limited liability companies, Grantors (also called "Owners"); and the **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation and body politic, being a political subdivision of the Commonwealth of Virginia, Grantee (also called the "Town").

* * W I T N E S S E T H * *

WHEREAS, Owners are the owners of certain real property (the "Property") located in the Town of Front Royal, Warren County, Virginia, described as "THE BOISSEAU FAMILY LC, ET AL, LR 01-561" , **TM 20A1B ((5)) 7**" and **TM 20A18 ((5)) 7C**, and as, "THE BOISSEAU FAMILY, LC, II, LR 01-565", **TM 20A18 ((5)) 4**, on that certain plat (the "Plat") titled "HAPPY CREEK TRAIL SYSTEM, PLAT SHOWING PROPOSED INGRESS-EGRESS EASEMENTS AND TEMPORARY CONTRUCTION EASEMENTS PREPARED FOR THE TOWN OF FRONT ROYAL-WARREN COUNTY, VIRGINIA, DATE: 23 SEPTEMBER 2009, REVISED: 13 JULY, 2010", prepared by Darryl G. Merchant, Consulting Land Surveyor, which said Plat is attached hereto and intended to be made a part hereof and may be recorded herewith.

WHEREAS, the Town desires, and Owners have consented to the Town's use of by Deeds of Easement executed by Owners, to use the easements shown on the Plat for permanent ingress-egress easements appurtenant for the construction and use of a bicycle and walking trail,

together with temporary construction easements surrounding and in conjunction with such permanent ingress-egress easements (together, the "Easements"), as shown on said Plat.

WHEREAS, persons wish to permanently give and donate park benches to the Town to be placed alongside said bicycle and walking trail for the use of persons using the trail to sit and rest upon, and the Town wishes to be able to make use of said Easements along said bicycle and walking trail for the additional purpose of placing and using said park benches as aforesaid, and for the additional purpose of being able to maintain, service, remove, and replace as needed or appropriate said park benches.

WHEREAS, in order to construct and maintain the Easements as aforesaid it will be necessary for the Town to cause to be cut, clear, and remove from, the Property in the Easements certain brush, debris, trees, tree limbs, branches, and shrubs from around said park benches.

WHEREAS, on April 8, 2013, the parties hereto entered into an Agreement, whereby the Owners, among other things, granted to the Town the following Easements, being permanent easement appurtenant which are the Easements shown on the Plat, which said Agreement was approved by ordinance of the Town adopted by unanimous vote of the Town Council of the Town of Front Royal, Virginia, on its second reading on April 22, 2013, which Easements are shown on the Plat as "Ingress-Egress Esmt. 0.2053 AC.", and "Ingress-Egress Easement 0.8482 AC." ("3. Total Area of Ingress-Egress Easement = 1.0515 AC."), which shall run with Owners' land, together with those temporary construction easements not to exceed five (5) years measured from the date this said Deed of Easement is recorded, shown on the Plat as "Temp. Construction Easement" ("4. Total Area of Temporary Construction Esmt. = 0.7846 AC."), all as depicted on the Plat, which Easement is now amended by agreement of the parties to include the

right of the Town to place park benches within the Easement areas for the use of the public using the said bicycle and walking trail, together with for the additional purpose of the Town being able to maintain, service, remove, and replace as needed or appropriate said park benches, and together with the Town to cause to be cut, clear, and remove from, the Property certain brush, debris, trees, tree limbs, branches, and shrubs from around said park benches.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

The Owners to grant and convey to the Town the following additional Easements, being additional to the Easements shown on the Plat, the right and authority of the Town to place park benches within the Easements area for the use of the public using the said bicycle and walking trail, together with for the additional purpose of the Town being able to maintain, service, remove, and replace as needed or appropriate said park benches, and together with the Town to cause to be cut, clear, and remove from, the Property certain brush, debris, trees, tree limbs, branches, and shrubs from around said park benches.

The Owners do further grant to the Town, its officers, agents, employees and contractors the following:

A. The Town and its officers, employees, contractors and agents shall have full and free use of the said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easements, including the right of reasonable access to and from the easements and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and only in a way that minimizes disruptions to the use and changes to the appearance of the adjoining land; and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land, other than said park benches or the paving on said walking trail or lighting fixtures and necessary and appropriate infrastructure for said trail or fixtures.

B. The Town and its officers, employees, contractors and agents shall have the right to trim, cut and remove brush, debris, trees, tree limbs, branches and shrubs in the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, or maintenance of the Easements; provided, however, that the Town, at its own expense shall promptly restore, as nearly as possible, the Property not used by the ingress-egress easements to its original condition.

C. The Owners reserve the right to make any use of the easements herein granted which are not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the Town for the purposes named, provided, however, that the Owner shall not erect any building or other structure, including a fence, on the easement, without obtaining the prior written approval of the Town, which approval shall not be unreasonably withheld.

The Owners and Town declare that the agreements and covenants stated in this Agreement of Easement are covenants real and appurtenant running with the land. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

This Agreement is made with the free consent and in accordance with the desire of the undersigned Owners of the above-described property, and has been executed by a properly authorized representative, being a managing member, of said Owner.

By the signature of its Mayor hereto, the Town of Front Royal does accept the conveyance of said Agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGES.]

WITNESS the following signatures and seals:

THE BOISSEAU FAMILY, L.C. (SEAL)

By: _____
Managing Member

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that
_____, Managing Member of Boisseau Family, L.C., whose
name is signed to the foregoing Deed of Easement dated the ____ day of _____, 2013, has this
day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this ____ day of _____, 2013:

Notary Public

My Commission Expires: _____

[REST OF PAGE INTENTIONALLY BLANK]

THE BOISSEAU FAMILY, L.C. II (SEAL)

By: _____
Managing Member

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, Managing Member of Boisseau Family, L.C.II, whose name is signed to the foregoing Deed of Easement dated the ____ day of _____, 2013, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this ____ day of _____, 2013:

Notary Public

My Commission Expires: _____

[REST OF PAGE INTENTIONALLY BLANK]

TOWN OF FRONT ROYAL, VIRGINIA (SEAL)

BY: _____
Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, _____, a Notary Public in and for the
Commonwealth of Virginia, do hereby certify that Timothy W. Darr, Mayor, and Jennifer E.
Berry, Clerk of Council, whose names are signed to the foregoing Deed of Easement have each
this day acknowledged their signatures before me in my State and in the County aforesaid.

Given under my hand this ____ day of _____, 2013:

Notary Public

My commission expires:

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

DATE: _____

*This Agreement was prepared by Douglas W. Napier, VSB # 16136, Town Attorney for the Town
of Front Royal, Virginia, 102 East Main Street, Front Royal, Virginia 22630.*

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able to maintain, service, remove, and replace as needed or appropriate said park benches, and together with the Town to cause to be cut, clear, and remove from, the Property certain brush, debris, trees, tree limbs, branches, and shrubs from around said park benches.

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The Owners do further grant to the Town, its officers, agents, employees and contractors the following:

A. The Town and its officers, employees, contractors and agents shall have full and free use of the said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easements, including the right of reasonable access to and from the easements and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and only in a way that minimizes disruptions to the use and changes to the appearance of the adjoining land; and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land, other than said park benches or the paving on said walking trail or lighting fixtures and necessary and appropriate infrastructure for said trail or fixtures.

B. The Town and its officers, employees, contractors and agents shall have the right to trim, cut and remove brush, debris, trees, tree limbs, branches and shrubs in the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, or maintenance of the Easements; provided, however, that the Town, at its own expense shall

promptly restore, as nearly as possible, the Property not used by the ingress-egress easements to its original condition.

C. The Owners reserve the right to make any use of the easements herein granted which are not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the Town for the purposes named, provided, however, that the Owner shall not erect any building or other structure, including a fence, on the easement, without obtaining the prior written approval of the Town, which approval shall not be unreasonably withheld.

The Owners and Town declare that the agreements and covenants stated in this Agreement of Easement are covenants real and appurtenant running with the land. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

This Agreement is made with the free consent and in accordance with the desire of the undersigned Owners of the above-described property, and has been executed by a properly authorized representative, being a managing member, of said Owner.

By the signature of its Mayor hereto, the Town of Front Royal does accept the conveyance of said Agreement.

WITNESS the following signatures and seals:

THE BOISSEAU FAMILY, L.C. (SEAL)

By: _____
Managing Member

/

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THE BOISSEAU FAMILY, L.C. II (SEAL)

By: _____
Managing Member

TOWN OF FRONT ROYAL, VIRGINIA (SEAL)

BY: _____
Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

DATE: _____

This Agreement was prepared by Douglas W. Napier, VSB # 16136, Town Attorney for the Town of Front Royal, Virginia, 102 East Main Street, Front Royal, Virginia 22630.



Town of Front Royal, Virginia
Work Session Agenda Form

Date: March 17, 2014

Agenda Item: Septage Receiving Station MOA

Summary: As Town continues design of the improvements to the Wastewater Treatment Plant, staff have developed a Memorandum of Agreement between the Town and Warren County that would update the 1991 Septage Agreement with Warren County. The updated agreement addresses construction of the new Septage Receiving Station, treatment of septage material, collection of fees by the County, and communication of disruption of treatment at the plant.

Council Discussion: Council is requested to consider an update to the MOA for receiving and treatment of septage material at the Wastewater Treatment Plant.

Staff Evaluation: The proposed MOA has been reviewed by County staff; the County has requested the changes in italics in Item 4, 6, and 7. Town staff is comfortable with the proposed revisions.

Budget/Funding: The Finance Director will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends consideration of the MOA to define responsibilities for the receiving and treatment of septage material at the Wastewater Treatment Plant.

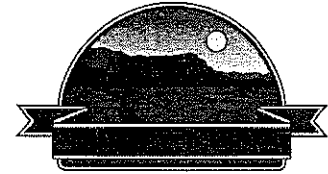
Town Manager Recommendation: The Town Manager recommends consideration of the MOA to define responsibilities for the receiving and treatment of septage material at the Wastewater Treatment Plant.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)



MEMORANDUM OF AGREEMENT SEPTAGE RECEIVING STATION



This Memorandum of Agreement, made and executed in two original copies on this _____ day of _____, 2014, by and between the **Town of Front Royal**, a Virginia municipal corporation (hereinafter the "Town") and the **County of Warren**, a political subdivision of the Commonwealth of Virginia (hereinafter the "County") confirms the following:

WHEREAS, the Town owns and operates the Town's Wastewater Treatment Plant (WWTP); and

WHEREAS, the Town has been receiving and treating septage from County residents based upon the agreement executed in 1991; and,

WHEREAS, the Town and County wish to cooperate to provide for the efficient design, construction, operation, and maintenance of a new septage receiving station; and

WHEREAS, the Town and County wish to establish an understanding for the receipt and treatment of septage.

NOW, THEREFORE, WITNESSETH, to that end, and in consideration of the premises and the mutual covenants contained herein, and to the extent permitted by the Constitution and the Code of Virginia, the parties hereto agree as follows:

1. The Town and County agree that the Town's WWTP is to provide an effective and reliable means for septage haulers operating in the County of Warren to dispose of septage in a safe manner. To that end, the Town and County wish to jointly set forth the terms for the design, construction, operation, and maintenance of a septage receiving station to achieve the aforementioned purpose.
2. This MOA shall remain in effect for five (5) years from the date executed, and shall automatically renew in five (5) year increments. This agreement shall not be terminated unless the WWTP is closed by the Virginia Department of Environmental Quality or the United States Environmental Protection Agency for reasons relating to operational deficiencies in the WWTP and/or the Septage Receiving Station that cause or would cause the WWTP to be in violation of its permits; the Town ceases operations at the WWTP; or alternative septage treatment facilities are established. In such an event, written notice shall be sent providing explanation and cause for the termination of the agreement. Upon receipt of such notice, the notified party shall have the option to evaluate and pursue remedies that would negate the need for such a termination of the agreement. The parties shall resolve any outstanding capital investments and terminate this agreement.
3. The Town shall manage the design and construction of a septage receiving station that delivers septage into the Town's WWTP with the County providing comments and approval of the design. The County shall reimburse the Town for the cost to design and construct the septage receiving

station through the annual appropriation and payment of the debt service due the Town for the design and construction of the septage receiving station improvements.

4. The ownership, operation, and maintenance of the septage receiving station shall be by the Town. *The Town shall receive septage from properties in Warren County for functional life of the septage receiving station.*
5. The Town shall recover all operation and maintenance costs for the receipt and treatment of septage through a fee for a select volume received from each hauler. The County shall recover all capital costs through a fee for a select volume received from each hauler. The Town and County shall review their individual fees annually.
6. The County shall administer collection of recovery fees for both the Town and County. On a monthly basis, the Town shall provide volume discharged from each hauler. The County shall calculate the amount due to the Town and County based upon the current rates and the volume discharged. The County shall forward the invoices to the haulers and shall collect the amounts due from such haulers, including any delinquent charges. Within *forty-five (45)* days of receipt of payments from the haulers, the County shall remit the Town's share to the Town and the County shall retain their share of payments made. Failure by a hauler to remit payment within *forty-five (45)* days of invoice shall result in their suspension from discharge at the receiving station.
7. The Town shall cease receipt of septage from the septage receiving station if transmission of septage would introduce substances harmful to or degrade the WWTP's function, would disrupt the WWTP's operation, would damage the WWTP's equipment, or would violate the WWTP's permits. Except in the event of an emergency, the Town shall provide the County reasonable advance notice of cessation of operation, not to be less than three (3) days prior to such a cessation. In the event of an emergency, the Town shall notify the County within two (2) hours of the cessation of the ability to receive septage at the septage receiving station. The County shall notify haulers of such a situation as timely as possible. *In the event of an emergency or maintenance event, the Town will restore operations of the facility as soon as possible.*
8. The County shall ensure that only licensed, approved septage haulers are issued permits to discharge to the septage receiving station. The County shall revoke issued permits upon request by the Town for demonstrated violations or failure to remit payment by septage haulers.
9. The County shall provide to the Town a list of licensed, approved septage haulers that are permitted to discharge to the septage receiving station within ten (10) calendar days of any addition or deletion of approved cleaner.
10. The County shall provide to each licensed, approved septic systems cleaner a copy of all operational procedures and regulations established by the Town.
11. The Town shall maintain records of septage deliveries made to the septage receiving station, and shall invoice the County monthly for septage received.

WITNESS the following signatures:

For the Town of Front Royal, Virginia:

Timothy W. Darr, Mayor

Attest:

Steven M. Burke
Town Manager

Approved as to form:

Douglas W. Napier, Esq.
Town Attorney

For the County of Warren, Virginia:

Daniel J. Murray, Chairman

Attest:

Douglas P. Stanley
County Administrator

Approved as to form:

Blair D. Mitchell, Esq.
County Attorney



Town of Front Royal, Virginia Work Session Agenda Form

Date: October 29, 2012

Agenda Item: Peddler Regulations & License Fee Ordinance Amendments

Summary: Town staff have developed recommended changes to the Town's Peddler regulations and the associated license fees for various types of activities in order to simplify the Town Code. The Ordinance Amendments revise the Town Codes related to Commercial Solicitors, Flea Markets, Peddlers, Itinerant Merchants, and Canvassers to simplify the Code language as it relates to these activities. Staff has developed Chapter 138 as the Code Section to define, regulate, and permit these activities. Chapter 98 has been revised to reflect the license tax associated with these efforts. In addition, a two-sided application form with instructions has been developed.

Council Discussion: Town Council is requested to consider the revised Code Sections and provide comment to continue the process to update these regulations and license taxes.

Staff Evaluation: Staff has completed revisions based upon input from Town Council at past Work Sessions. It has been several months since discussion of these Code Amendments has been presented to Town Council. Staff believes the current Amendments provide clarification for several areas involving peddling, itinerant merchandising, commercial solicitation, canvassing, and vending at Flea Markets.

Budget/Funding: The proposed Amendments should improve customer service when individuals inquire about these activities. The Director of Finance will be available to address any fiscal issues.

Legal Evaluation: The Town Attorney will be available to address any legal issues.

Staff Recommendations: Staff recommends Town Council consider the proposed revisions to Chapters 98-45, 98-46, 98-61 and 138, and provide input regarding any changes or questions that Council might have.

Town Manager Recommendation: The Town Manager recommends Town Council consider the proposed revisions to Chapters 98-45, 98-46, 98-61 and 138, and provide input regarding any changes or questions that Council might have.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)



**TOWN OF FRONT ROYAL
SOLICITOR, PEDDLER, ITINERANT MERCHANT, &
CANVASSER REGISTRATION
Town Code Chapters 98 & 138**

To promote the safety of our residents, it shall be unlawful for any person to engage in the business of peddling, itinerant merchandising, soliciting or canvassing as defined in this Chapter without a permit. Permit holders must also obtain any necessary business licenses prior to operating. For the purposes of this permit application, the Town Code establishes the following definitions:

Canvasser: One who travels from place to place seeking signatures on petitions or to provide information about a candidate, issue, or religious or not-for-profit organization by traveling from place to place or from a central location within the Town.

Commercial Solicitor: Any person, whether a principal, agent, or salesman, who engages in transient business by going from residence to residence for the purpose of taking orders or offering to take orders for the sale of goods, wares, or merchandise or taking orders for services to be performed in the future. A commercial solicitor shall not carry goods, ware, or merchandise except for display purposes only, and shall not sell items directly.

Itinerant Merchant: One who offers merchandise, goods, food or services for sale or barter from a stationary but temporary site within the Town.

Peddler: One who moves from place to place within the Town and offers merchandise, goods, food or services for sale or barter at no definite place of business.

In addition to the information requested on this application, the following will be required prior to permit approval:

1. Itinerant Merchants shall provide a plan/plat/sketch of the location for operation that demonstrates compliance with Town Code parking requirements and written permission from property owner.
2. The finger and thumb prints of the applicant shall be taken.
3. The application shall provide two (2) recent front facing passport size photographs which accurately depict the applicant's appearance at the time of application.
4. Payment of an application fee of \$20.00 (Waived for Exemption Application)

Permits for Solicitors, Peddlers, Itinerant Merchants, and Canvassers are valid for ninety (90) days.

Any individual who is determined to not meet the requirements established by the Town Code for issuance of a permit as determine by the Town Manager may appeal the decision to the Town Council through the Clerk of Council within ten (10) days of permit issuance denial.

Any person violating any provision of Chapter 138 by operating without a permit shall be guilty of a Class 1 misdemeanor. Every day of a continuing violation shall be deemed a separate offense for the purposes of these penalties.

Special Provisions

- Door-to-door sales or canvassing shall only take place between the hours of 9:00 a.m. and 8:00 p.m.
- Peddlers, vendors, or canvassers are required to conspicuously display their permits at their vehicles or temporary stands or if they have none, to exhibit their permits or exemption letter upon request.
- Each peddler, vendor, or canvasser shall provide receptacles for the disposal of waste materials or other litter created in the immediate area of any stationary location from which sales, offers of sales or deliveries are taking place.
- No permittee shall enter upon private property posted "No Soliciting" or similar signage.
- No permittee shall enter uninvited into a private building, structure, or room.
- Peddlers and Itinerant Merchants shall be restricted to Commercial Zoning Districts.

**AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE SECTION
98-45 REGARDING LICENSING OF COMMERCIAL SOLICITOR AND 98-46 REGARDING
FLEA MARKETS**

98-45 LICENSING – COMMERCIAL SOLICITOR

Any commercial solicitor as defined by Town Code Chapter 138 shall be subject to the following license taxes.

A. Commercial Solicitor License Tax

1. All Commercial Solicitors - \$50.00 per week, up to a maximum of \$200.00 per calendar year.
2. Any non-profit civic, charitable, or educational organization may receive a waiver of license tax upon application to and approval of the Front Royal Town Council.

B. Violation

Any commercial solicitor who shall solicit sales without a license shall be guilty of a Class I Misdemeanor and shall be fined not less than fifty dollars (\$50) no more than five hundred dollars (\$500) for each offense, and in addition, shall be required to purchase the appropriate license from the Town.

C. Enforcement

It shall be the duty of the Police Officers and other officers of the Town to enforce the provisions of this section and to have warrants issued against any person committing a violation.

98-46 FLEA MARKETS

- A. Any owner, operator, or manager of a Flea Market as defined by Town Code Chapter 138 shall be subject to taxes on gross receipts.
- B. Every vendor who is engaged in the sale or display of goods at a flea market shall be required to purchase a license and display the license in a prominent place visible to the public. For every license to sell or display antiques or used or second-hand goods at a flea market, there shall be paid a license tax of fifty dollars (\$50.) per year or one dollar (\$1.) per day. Every vendor of new goods at the flea market shall be deemed a peddler or itinerant merchant and shall pay such license tax as is applicable to peddlers under the provisions of Section 98-61. Such license taxes shall not be prorated. Upon application to and approval by the Town Council, no license shall be required of a nonprofit organization that sells or displays goods at a flea market so long as the proceeds of sale are retained by the nonprofit organization and not shared with other persons, businesses or organizations.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2014, upon the following recorded vote:

Daryl L. Funk Yes/No

Bret W. Hrbek Yes/No

N. Shae Parker Yes/No

Thomas H. Sayre Yes/No

Eugene R. Tewalt Yes/No

Hollis L. Tharpe Yes/No

A public hearing on the above was held on _____, 2014 having been advertised in the Northern Virginia Daily on _____, 2014 and _____, 2014. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2014, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

**AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE
SECTION 98-61 REGARDING LICENSING OF PEDDLERS AND ITINERANT
MERCHANT**

98-61 LICENSING -- PEDDLERS & ITINERANT MERCHANT

Any peddler or itinerant vendor as defined by Town Code Chapter 138 shall be subject to the following license taxes.

A. Itinerant Merchant License Tax

1. Christmas Tree & Fireworks Vendors - \$100.00 per calendar year
2. Fresh Farm Product Vendors - \$50.00 per calendar year
3. Flea Market Vendors -- Refer to Section 98-61
4. All Other Itinerant Vendors - \$200.00 per ninety (90) days, but in no case shall the license tax exceed \$500.00 per calendar year.
5. Any non-profit civic, charitable, or educational organization may receive a waiver of license tax upon application to and approval of the Front Royal Town Council.
6. Merchants selling food and merchandise during a Special Event that has been issued permit by the Town shall be exempt from the license tax.

B. Peddler License Tax

1. Fresh Farm Product Vendors - \$50.00 per calendar year
2. All Other Peddlers - \$200.00 per ninety (90) days, but in no case shall the license tax exceed \$500.00 per calendar year.
3. Any non-profit civic, charitable, or educational organization may receive a waiver of license tax upon application to and approval of the Front Royal Town Council.
4. The license tax authorized by this subsection shall not apply to a peddler who sells to licensed dealers or retailers only; a regular wholesaler dealer who shall at the same time sell or deliver merchandise to retail merchants; a distributor or vendor of motor fuels and petroleum products or seafood; or a manufacturer who is subject to Virginia tax on intangible personal property and who peddles only the goods, wares, or merchandise manufacture by him at a plant whose intangible personal property is taxed by the Commonwealth of Virginia.
5. Delivery of food or merchandise ordered by phone, internet, or mail from a fixed place of business issued a business license for operation shall be exempt from the license tax.

C. Violation

Any peddler or itinerant merchant who shall offer for sale or sell or barter without a license shall be guilty of a Class I Misdemeanor and shall be fined not less than fifty dollars (\$50) no more than five hundred dollars (\$500) for each offense, and in addition, shall be required to purchase the appropriate license from the Town

D. Enforcement

It shall be the duty of the Police Officers and other officers of the Town to enforce the provisions of this section and to have warrants issued against any person committing a violation.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____, 2014, upon the following recorded vote:

Daryl L. Funk	Yes/No	Bret W. Hrbek	Yes/No
N. Shae Parker	Yes/No	Thomas H. Sayre	Yes/No
Eugene R. Tewalt	Yes/No	Hollis L. Tharpe	Yes/No

A public hearing on the above was held on _____, 2014 having been advertised in the Northern Virginia Daily on _____, 2014 and _____, 2014. The Ordinance was enacted at the Regular Meeting of the Town Council held _____, 2014, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

**ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE CHAPTER 138
REGARDING FLEA MARKETS, PEDDLERS, VENDORS, SOLICITORS AND CANVASSERS**

**Chapter 138
FLEA MARKETS, PEDDLERS, VENDORS, SOLICITORS AND CANVASSERS**

138-1. Permit Required.

To promote the safety of our residents, it shall be unlawful for any person to engage in the business of peddling, itinerant merchandising, soliciting or canvassing as defined in this Chapter, within the limits of Front Royal, Virginia, without first obtaining a permit as provided herein. Issuance of a permit does not relieve an individual from obtaining a business license from the Town's Finance Department prior to engaging in operation in the business of peddling, itinerant merchandising, or soliciting.

138-2. Definitions.

Canvasser: One who travels from place to place seeking signatures on petitions or to provide information about a religious or not-for-profit organization by traveling from place to place or from a central location within the Town.

Commercial Solicitor: Any person, whether a principal, agent, or salesman, who engages in transient business by going from residence to residence for the purpose of taking orders or offering to take orders for the sale of goods, wares, or merchandise or taking orders for services to be performed in the future. A commercial solicitor shall not carry goods, ware, or merchandise except for display purposes only, and shall not sell items directly.

Flea Market: An assembly of itinerant merchants selling used goods in the open air or within temporary structures, who display and sell their wares on the lands of another for a consideration. Sale of new goods or food shall be permitted provided the merchant has been issued an individual Itinerant Merchant permit and license.

Itinerant Merchant: One who offers merchandise, goods, food or services for sale or barter from a stationary but temporary site within the Town.

Town: Front Royal, Virginia.

Town Manager: The Town Manager of Front Royal, Virginia or their designated agent.

Peddler: One who moves from place to place within the Town and offers merchandise, goods, food or services for sale or barter at no definite place of business.

Vehicle: Every device in, upon or by which any person or property is or may be transported or drawn including any wheeled conveyance.

138-3 Permit Application

138-3.1. Exemption from Permit Requirements.

- A. The following shall be exempt from the permit requirements but shall be required to comply with Sections 7,8,9, and 10 of this Chapter:
1. Persons selling fresh farm products or family supplies in accordance with Virginia Code Section 58.1-3717;
 2. Persons selling newspapers;
 3. Persons selling for wholesale concerns who only solicit orders from or sell to retail dealers in Front Royal for resale or other commercial purposes or to manufacturers for manufacturing or other commercial purposes;
 4. Wholesalers soliciting orders or selling to others for retail, resale, or upon manufacturers for manufacturing and selling at wholesale at place of manufacture;
 5. Individuals involved with Political Activity;
 6. Children of or under the age of 16, except when they are acting as agents of adults covered by this article;
 7. Delivery of food or merchandise ordered by phone, internet, or mail from a fixed place of business issued a business license for operation;
 8. Merchants selling food and merchandise during a Special Event that has been issued permit by the Town; and
 9. Tax exempt civic, charitable, government or educational organizations receiving a waiver of this Chapter by the Town Manager.
- B. All persons qualifying for exemptions from this Section must present proof of such qualification and be granted exemption from the permit requirements of this Chapter as provided in Section 138-3.1.

2. Application for Permit or Exemption.

- A. Applicants for permits under this Chapter must file with the Town Manager a sworn application in writing on a form to be furnished by the Town, which shall give the following information:
1. Name, date of birth, social security number (optional), contact phone number, and email address.
 2. Address.
 3. A brief description of the nature of the business and the goods to be sold.
 4. Driver's License Number or State ID Number.
- (Additional information required for non-exempt applications)

5. If employed, the name and address of the employer, federal employment identification number (optional), together with a written employment contract or other written document from the employer establishing the exact relationship.
 6. The location and the length of time during the current year when the peddling or canvassing will take place in the Town.
 7. Name and address of Virginia registered agent, if there is a registered agent for the business.
 8. If a vehicle is to be used, a description of the same, together with the license number or other means of identification.
 9. Proof of Virginia retail sales tax registration and the retail sales tax number issued, if applicable.
 10. The finger and thumb prints of the applicant shall be taken at the time of application.
 11. The names and contact phone numbers of at least two (2) persons who will certify as to the applicant's good character and business responsibility, or in lieu of the names of references, any other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to promptly evaluate such character and business responsibility.
 12. A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation, the nature of the offense and the penalty affixed therefor.
 13. The application shall provide two (2) recent front facing passport size photographs which accurately depict the applicant's appearance at the time of application.
- B. At the time of filing of the application for permit, a fee of twenty dollars (\$20.00) shall be paid to the Town Manager, to cover the cost of investigation and processing of the application. There shall be no fee for an exemption application.

138-4. Investigation and Issuance.

Upon receipt of such application, the original shall be referred to the Town Manager, who shall make an investigation of the applicant's business responsibility and character.

- A. Unless the Town Manager determines otherwise after completion of an investigation, the Town Manager will issue the applicant a permit within thirty (30) days following the date of the filing of the application.
- B. After investigation and finding that the health, safety, and welfare of the public so demands, the Town Manager may refuse to issue a permit to an applicant for reasons including, but not limited to, the following:
 1. Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia) within the five (5) years immediately preceding the date of filing of the application.
 2. Fraud, misrepresentation or intentional false statement of material or relevant facts contained in the application.

3. Lack of necessary permits or licenses to conduct the business proposed to be conducted.

- C. The Town Manager shall endorse on the application their approval, execute a permit addressed to the applicant for the carrying on of the business applied for and deliver to the applicant their permit. Such permit shall contain the signature of the issuing officer and shall show the name, address and photograph of said applicant, the kind of goods to be sold thereunder, the date of issuance and the length of time the same shall be operative, as well as the permit number and other identifying description of any vehicle used in such peddling, vending or canvassing. The Town Manager shall keep a permanent record of all permits issued.
- D. In determining whether the applicant's character and business responsibility is satisfactory, the Town Manager, or their designated agent, shall consider evidence revealed by the investigation which shows honesty, reliability, and knowledge of the business to be engaged in. A permit shall be denied or revoked if the applicant is shown to be dishonest, immoral or substantially lacking in business reliability and responsibility. In the event the results of the initial investigation are unclear as to the nature of the applicant's character and business responsibility, an additional investigation of the applicant shall be made.

138-5. Transfer.

No permit or exemption letter issued under the provisions of this Chapter shall be used by any person other than the one to whom it was issued.

138-6. Renewal

Permits issued under the provisions of this Chapter shall be valid for the period requested, which shall in no event exceed ninety (90) days. All permits shall expire on December 31 of the year of issuance regardless of the date issued. The holder of any permit may seek renewal thereof upon the filing of a written renewal application. The renewal application shall reflect any information changed from the previous year's application and it shall be approved upon verification by the Town Manager that the applicant for renewal has complied with the laws of the Commonwealth.

138-7. Peddling, Merchandising, or Canvassing

No peddler, itinerant merchant, or canvasser shall have any exclusive right to any location on public property, nor shall he or she:

- A. Be permitted a stationary location on any public sidewalk or street;
- B. Display any sign on a street, sidewalk, or other public place visible to vehicular traffic, except for signs that are actually imprinted on the exterior body of a licensed motor vehicle;
- C. Make any sale or delivery to any person while such person is located in the roadway;

- D. Make any sale, offer or delivery to any driver or passenger in a motor vehicle while the motor vehicle is stopped at a red light or while in a moving traffic lane;
- E. Conduct business from any street or center median strip of any street;
- F. Restrict access to any legally parked vehicle;
- G. Operate in any other way that would restrict the flow of pedestrian or vehicular traffic;
- H. Conduct any business on any private or public property, street, or sidewalk between the hours of 8:00 pm and 6:00 am except if operating through a Special Events Permit issued by the Town; and
- I. Leave any cart or table unattended on any public property, street, or sidewalk.

Each peddler, vendor, or canvasser shall provide receptacles for the disposal of waste materials or other litter created in the immediate area of any stationary location from which sales, offers of sales or deliveries are taking place, and they shall request customers to place all waste and litter in the receptacles and they shall remove and dispose of the waste materials and litter.

138-8. Place of Sale - Peddler & Itinerant Merchants

- A. All peddlers and itinerant merchants may only be located in the areas designated by the Town's Zoning Map as C-1, Community Business District, or the C-2, Downtown Business District.
- B. It shall be unlawful for any itinerant merchants to occupy or partially occupy while selling, or sell from, the private property of another without written permission of the private property owner.
- C. All itinerant merchants shall obtain approval from the Department of Planning & Zoning prior to selling from private property. Approval shall be based upon submittal of a plat, site plan, or sketch plan identifying the location of the property on which the activity is to be conducted and showing the location of the structure from which the sale or exchange activity will occur, the area under the control of such person, parking spaces and provisions for well-defined vehicular entrances and exits. Such application shall state the name, address and telephone number of the person or persons conducting the activity, the days and hours of operation, and shall include evidence of the property owner's permission to use the property, as required above, as well as a copy of the approved plat or site plan. A copy of the permit issued by the Town Manager or the designee as well as a copy of the approved plat, site plan, or sketch plan and the written permission of the property owner shall be kept at the site of the activity.

138-9. Residence Door-to-Door Hours.

Door-to-door sales or canvassing shall only take place between the hours of 9:00 a.m. and 8:00 p.m.

138-10. Exhibition of Permit or Exemption Letter.

Peddlers, vendors, or canvassers are required to conspicuously display their permits at their vehicles or temporary stands or if they have none, to exhibit their permits or exemption letter upon request.

138-11. Records.

The Town Manager shall maintain a record for each permit issued, and record the reports of violation thereon.

138-12. Revocation of Permit.

- A. Permits issued under the provision of this Chapter may be revoked by the Town Manager after notice and hearing for any of the following causes:
 - 1. Fraud, misrepresentation or intentional false statement contained in the application for permit.
 - 2. Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia).
 - 3. Conviction of any crime involving fraud in the conduct of his or her business.
 - 4. Any violation of this Chapter or of Chapter 110 of the Front Royal Code.
- B. Notice of the hearing for revocation of a permit shall be given in writing, setting forth specifically the grounds of the revocation and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the permit holder at their last known address at least five (5) days prior to the date set for hearing. Failure to appear for a hearing does not preclude permit revocation.

138-13. Appeal.

- A. Any person aggrieved by the action of the Town Manager, or the designated agent, in the denial of an application for a permit or in the decision with reference to the revocation of a permit shall have the right of appeal. Such appeal shall be taken by filing with the Clerk of the Town Council within ten (10) days after the notice of action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds of appeal.
- B. The Clerk of the Town Council shall notify the Town Manager of the filing of an appeal.
- C. Upon filing an appeal, the party aggrieved shall be entitled to a hearing by the Town Council. The time and place of the hearing shall be scheduled by the Clerk of Council at any time after the filing of an appeal upon notice by the Clerk of Council mailed to the party to the action at the address required to be stated by the appellant at the time of the filing of the appeal. Such appeals may be continued by the Town Council.
- D. The party shall have the right to present their case in person or by counsel licensed to practice law in the Commonwealth of Virginia.
- E. The Town Council shall consider the case record as well as statements offered by an interested party and shall determine whether the Town Manager abused their discretion under the rules and standards set forth in this Chapter. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs,

regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence in civil actions.

138-14. License Tax.

The License Tax for activities defined in this Chapter shall be provided in the following Chapters:

- A. Peddlers – Chapter 98-61
- B. Commercial Solicitors – Chapter 98-45
- C. Flea Markets – Chapter 98-46

138-15. Flea Markets.

Operation of any Flea Market within the Town shall be subject to the following regulations:

- A. Goods and wares may be left on premises on Saturday nights only with the exception of Sundays followed by a Town recognized holiday.
- B. A night watchman may be allowed on weekends.
- C. No overnight trailers are allowed.
- D. No sale of live animals is allowed.
- E. The owner, operator, or manager of a Flea Market shall keep the flea market ground clean and free of refuse and shall provide trash containers in sufficient numbers to serve the customers and vendors on the flea market site.
- F. The owner, operator, or manager of a Flea Market shall rent no space unless the vendor produces a valid driver's license or DMV issued photo ID number. A list of all vendors with name, address, phone number, and driver's license number shall be maintained by owner, operator, or manager.
- G. The owner, operator or manager of a Flea Market shall rent no space to a vendor selling new goods or food that requires a separate business license issued by the Town unless a current license is exhibited.
- H. The owner, operator, or manager of a Flea Market shall display these regulations in a conspicuous location. In addition, contact information for the owner, operator, or manager and of the Town shall be displayed so that vendors or patrons may report violations.
- I. The owner, operator, or manager of a Flea Market shall inspect vendors daily to ensure that the sale of new merchandise is not performed.

138-16. Penalty for Violation of Chapter.

Any person violating any provision of this Chapter shall be guilty of a Class 1 Misdemeanor with penalties specified in Town Code Chapter 1-15.

138-17. Severance Clause.

The provisions of this Chapter are hereby declared to be severable, and if any section, sentence, clause or phrase of this Chapter shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Chapter, but they shall remain in effect, it being the legislative intent that this Chapter shall stand, notwithstanding the invalidity of any part.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2014, upon the following recorded vote:

Daryl L. Funk	Yes/No	Bret W. Hrbek	Yes/No
N. Shae Parker	Yes/No	Thomas H. Sayre	Yes/No
Eugene R. Tewalt	Yes/No	Hollis L. Tharpe	Yes/No

A public hearing on the above was held on _____, 2014 having been advertised in the Northern Virginia Daily on _____, 2014 and _____, 2014. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2014, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



TOWN OF FRONT ROYAL
SOLICITOR, PEDDLER, ITINERANT MERCHANT, &
CANVASSER REGISTRATION
\$20.00 Application Fee – Valid 90 Days

☐ EXEMPTION REQUEST (Application Fee is Waived)

☐ PEDDLER

☐ ITINERANT MERCHANT

☐ COMMERCIAL SOLICITOR

☐ CANVASSER

PLEASE PRINT LEGIBLY

APPLICANT: _____ DATE: _____

SOCIAL SECURITY NO.: _____ DATE OF BIRTH: _____

HOME ADDRESS (street, city, state, zip): _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

NATURE OF BUSINESS/PRODUCT/MERCHANDISE: _____

DRIVER'S LICENSE OR ID (STATE/NUMBER): _____

STOP HERE IF APPLYING FOR EXEMPTION

BUSINESS NAME: _____

BUSINESS FEDERAL ID NO.: _____

BUSINESS ADDRESS (street, city, state, zip): _____

NAME & CONTACT PHONE NO. OF LOCAL AGENT: _____

LOCATION OF OPERATION: _____

DAYS & HOURS OF OPERATION: _____

VEHICLE DESCRIPTION & LICENSE PLATE NO: _____

REFERENCES & PHONE NOs: _____

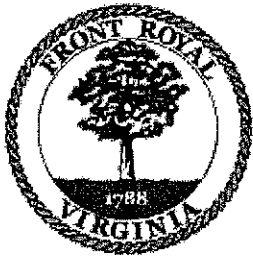
I hereby certify that the statements made and constituting part of this application are true and correct. I am aware that any misrepresentation of any information may be grounds for denial. I have been provided and am familiar with the ordinances and regulations pertaining to this application. I further understand that any violation of the laws of the Commonwealth of Virginia or the Ordinances of the Town of Front Royal can result in the denial of this permit or suspension/revocation of my business license.

I have no previous criminal history and have never been charged or convicted with a criminal offense, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in a criminal court. I have never had a business license denied, suspended, or revoked.

I hereby agree and indemnify, hold harmless, and defend the Town of Front Royal and its employees, officials, and agents from any and all liability or claims of liability arising from any operations, activities, or status of applicant performed or existing pursuant to the activities authorized under this application.

Signature of Applicant

Date



Town of Front Royal, Virginia Work Session Agenda Form

Date: March 17, 2014

Agenda Item: ENERGOV/TYLER TECHNOLOGIES, INC. CONTRACT, ONE/SOLE SOURCE DETERMINATION

Summary: In November, 2013, Town Council authorized staff to enter into a contract for up to \$50,000.00 with EnerGov, now Tyler Technologies, Inc., for the purchase of a software solution system to be used in conjunction with Warren County. This system is to be for anticipated use by the County's Building Inspection Department (50%), the County's Planning and Zoning Department (25%), and the Town's Planning and Zoning Department (25%). The proposal was for the Town to pay 25% of the initial purchase price, and 25% of the annual maintenance costs, and the County the remainder; and the Town would receive 5 user license fees, and the County would receive 15. Benefits of the software program include improvement in the joint and separate, by both jurisdictions, efficiency permit management, plan review, application review, code enforcement, management analysis and tracking, GIS, and data management. Upon implementation, it would also integrate Town and County permitting and application data. Town Council wanted the Town to retain the ability to retain its portion of the system in the event the Town created its own building inspections department in the future.

On October 1, 2013, the Board of Supervisors authorized the County's purchase of this system. The County itself did not send out a request for proposals, but used instead a cooperative procurement with Prince William County's request for proposals, as is permitted by State Code. Unknown to the Town when Town Council authorized this contract, Prince William County's cooperative procurement authorization apparently expired in October, 2013, so that the Town was unable to take advantage of this cooperative method, as was the County.

As can be seen, as a practical matter, for the Town and Warren County to embark on the type of joint venture for applications, permitting, tracking, etc. it is realistically necessary that both jurisdictions use the same software system, in this case, Tyler Technologies (formerly EnerGov). After research, the Town Attorney has determined that the State Code provides for this sort of factual scenario, as follows:

Va. Code § 2.2-4303. Methods of procurement.

E. Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The public body shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, public bodies may publish in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first. Posting on the Department of General Services' central electronic procurement website shall be required of any state public body. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities

Council Discussion: If Council continues to want to proceed with this system, Council should make

- 1) A determination in writing that there is only one source practicably available for this software system which is to be procured, and that a contract may be negotiated and awarded to this source without competitive sealed bidding or competitive negotiation.
- 2) The writing shall document the basis for this determination.
- 3) The public body shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded.
- 4) This notice shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, public bodies may publish in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first.
- 5) Posting on the Department of General Services' central electronic procurement website shall be required of any state public body. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities

Staff Evaluation: Staff continues to believe that this system will be beneficial to the Town, as well as to its joint working relationship with the County.

Budget/Funding: Additional funding would be necessary for the approval of this item. \$11,000.00 could be utilized from Planning & Zoning Departments' budget.

Legal Evaluation: The Town Attorney is available to answer additional legal questions.

Staff Recommendations: Staff will be available to answer additional questions.

Town Manager Recommendation: The Town Manager will be available to answer additional questions.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ____ (Aye) ____ (Nay)

Town of Front Royal, Virginia Work Session Agenda Form

Date: November 4, 2013

Agenda Item: Consideration of EnerGov Software & Cost Sharing with Warren County
Town Manager/Director of Planning & Zoning

Summary: Warren County previously requested Town Council to table consideration of the EnerGov Software until a potentially cheaper option was evaluated. Since that time, Town and County Staff have participated in the review of Accela, Inc. in comparison with EnerGov. While Accela Software has quoted a considerably lower price than EnerGov, the additional costs are not included in Accela's quote, which leaves the real cost uncertain. EnerGov is believed to be the best program overall program, and is being used or in the process of being implemented by several jurisdictions in the region. The Warren County Board of Supervisors have recently approved the purchase of the EnerGov Software, and has requested the Town to consider a cost sharing partnership.

The proposal is for the Town to pay for 25% of the initial purchase cost and 25% of the annual maintenance cost for the program. The Town would receive 5 user licenses and the County would receive 15. This breakdown is based on the estimated proportional use of the program. The cost breakdown between the Town and the County is shown below for a time period of 3 years.

Cost Breakdown	Year 1	Year 2	Year 3
* County	\$144,934	\$38,389	\$38,389
* Town	\$48,512	\$12,123	\$12,123
TOTALS	\$193,446	\$50,512	\$50,512

Benefits of the software program include the improvement in the efficiency and effectiveness of permit management, plan review, application review, code enforcement, management analysis and tracking, inspections, GIS, and data management. Upon implementation, it would also integrate Town and County permitting and application data. The negatives of the software program include the cost and time for implementation. Attached with this coverage is a copy of the Warren County Board of Supervisor's agenda report and documentation of their approval.

Council Discussion: This agenda item was previously withdrawn from the August 26, 2013 Town Council Agenda, due to a request by Warren County. It is being brought back to Town Council in Work Session for further discussion after Warren County's evaluation of the Accela alternative.

Budget/Funding: Additional funds would be necessary for the approval of this item. \$11,000 could be utilized from Planning & Zoning Department's budget.

Legal Evaluation: The Town Attorney will be available at the scheduled work session.

Staff Recommendations: Staff will be available for questions at the work session.

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action
Consensus Poll on Action: ___(Aye) ___(Nay)



COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Phone: (540) 636-4600
FAX: (540) 636-6066
Email: admin@warrencountyva.net

Douglas P. Stanley
County Administrator

MEMO TO: David C. Beahm, Building Official

FROM: Janice C. Standridge, Deputy Clerk of the Board

THRU: Douglas P. Stanley, County Administrator

SUBJECT: EnerGov Software

DATE: October 2, 2013

Board of
Supervisors

Chairman
Archle A. Fox
Fork
District

Vice-Chairman
Linda P. Glavis
South River
District

Tony F. Carter
Happy Creek
District

Daniel J. Murray, Jr.
North River
District

Richard H. Traczyk
Shenandoah
District

This is to confirm that the Warren County Board of Supervisors, at its regular meeting of October 1, 2013, authorized the purchase of the EnerGov software system as outlined in your supporting documentation.

cc: Carolyn W. Stimmel, Finance Director

*Front Royal-Warren County
Rivers of Opportunity-Mountains of Success*



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE October 01, 2013	ITEM	SUBJECT Authorization to proceed with Purchase of EnerGov Software	PAGE 1 OF 4
EXPLANATION & SUMMARY: The Building Inspections Department has worked on finding a software solution product since the Springsted Study of the Department was completed in July 17, 2012. The Department, along with County and The Town of Front Royal Planning and Zoning Departments, the Warren County Public Schools and Town IT departments, the County and Town GIS departments and the County and Town Administration have searched for, interviewed and have had presentations provided by no less than twelve firms. Not all firms were part of the entire process, but they were considered. We have most recently compared two firms, Accela Inc. and EnerGov Software Solutions, that have been part of many jurisdictions top choices and we have made numerous contacts with jurisdictions that have chosen or considered these two firms. Of the jurisdictions that were attempted to contact for EnerGov we have received information from all. The contacts that were provided by Accela, less than half have replied. Of the contacts that were made during this process where both firms were considered, it appeared that EnerGov was the firm that was chosen. The group (committee) was asked for their input on each of the firms after the most recent presentation and a list is attached for your consideration. The item that was noted by the committee as the most important issue to be considered is the customer service element relative to interaction that the public will have. This seemed to weigh very heavily in the favor of EnerGov and the committee felt this was the best direction for the County/Town citizens. Additional information is attached. COST & FINANCING: The overall cost of purchase and implementation is \$193,246.00 for the first year. This includes the annual subscription cost of \$48,492, the professional services for implementation of \$118,454 and the additional equipment required of \$26,300. The annual subscription cost after the first year is \$48,492. The software will be used by the Building Inspections Department at 75%, County and Town Zoning at 25% respectively. The software cost will be divided as follows, 50% to Inspections and 50% to Zoning, which will be divided evenly between the County and Town Departments. The Inspections office currently issues approximately 25% of all permits to Town residents and business' and these rates reflect the breakdown of costs. Additional information is attached. PROPOSED MOTION(S): I make a motion to authorize the purchase of the EnerGov software system. -Or- I make a motion to remove this item from the Consent Agenda for further review and discussion. -Or- I make a motion to not authorize the purchase of the EnerGov software system.			
SUBMITTED BY: David C. Beahm Building Official		DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:

SUPPORTING INFORMATION

	Description	Accela	EnerGov	Selection Committee Choice
1	Presentation Performance	Accela had an initial presentation that they set up to be presented by a third-party firm (reseller). It took some time to set up the demonstration and when it finally took place it was by webinar. Out of the 7 firms considered only one other chose to use a webinar to demonstrate their product.	EnerGov's presentation was attended by two EnerGov employees, one from sales and one from the technical side. The presentations have almost all been flawless. To date EnerGov has made 3 onsite presentations with two individuals and 4 presentations onsite with one presenter.	EnerGov
2	Implementation Team	Third Party Implementation firms.	EnerGov technical staff.	EnerGov
3	Program Use for County Staff	Half of the committee felt that the county input side of the program was easier to use from the data entry perspective. The other half felt just the opposite.	Half of the committee felt that the county input side of the program was easier to use from the data entry perspective. The other half felt just the opposite.	Committee evenly Split
4	Citizen's Access	Entire committee felt that the customer (residents) side was more difficult to understand and follow. It appeared not to have a simple process to follow.	The committee felt that the customer (resident) side was very simplified and easy to navigate.	EnerGov
5	Firm's Business Platform	Privately owned with a Board of Directors and Chairman/CEO	Publicly traded firm with Board of Directors and Chairman/CEO	Neutral
6	Company's history of implementation with other jurisdictions	Sarasota County, Florida: Accela and CRW sued Sarasota and CSDC Systems Inc., the county and for discrepancies in using a rider contract and was successful in the case.	Sarasota County, Florida: EnerGov was awarded the contract for \$987,000, after the suit was finalized, but the county stated that there were issues with the implementation and canceled the contract. The contract was then awarded to CSDC for \$2.6 million.	Neutral
7	Software Cost	Accela has provided a two line general quote of \$98,000.	EnerGov has provided a detailed cost breakdown with specific details of \$167,000.	Neutral
8	Additional Costs	Accela's quote does not mention the integration of our current system all the way back to 1992. It has been stated verbally that this is included. During the Virginia Beach visit it was stated that they chose not to have their complete records integrated, only to 1999, due to the additional costs that Accela would have charged.	Included	EnerGov
9	Additional Costs	Accela's quote states that travel time and expenses will be set within the Scope of Work document.	Included	EnerGov
10	Contract Termination	Accela requires a one year commitment each time it is renewed and it can only be terminated in writing if received 30 days prior to renewal.	May cancel at any time and only bound by the services used to date.	EnerGov

**SaaS Pricing
(EnerGov Hosting)**

Software Pricing	Annual Software Costs	Optional Extensions	Notes
Permitting & Land Management Suite: - Project Management - Planning & Development Review - Permitting and Land Management - Inspections Management - Code Enforcement Management - Contractor Management - EnerGov Cashiering	\$36,880		(1) Users @ \$129/mo (5) Users w/ CAD @ \$54/mo (2) Read Only @ \$69/mo Unlimited Support @ \$14/mo/user
Server-Side Extensions - Intelligent Object Engine - Intelligent Workflow Agent - Custom Form Designer	Included		
EnerGov GIS Server Standard Requires ArcGIS Server 9.3.1 or Higher	\$5,000		
Citizen Access Web Portal with Decision Making	\$13,000		optional
Mobile Applications IG Workforce / (5) Named Users		Included	
Subtotal	\$53,880		
Prince William County	(\$5,336)	10%	
Cooperative Purchase Discount			
Grand Total Software	\$48,492	\$4041/Month	

Professional Services

	Year 1 Purchase	Resources	Notes / Comments
Assess, Define, Configure, Build	\$83,000	50 days	See below for deliverables
	Includes:	Includes:	
• Permit Management	\$11,120	10 days	Project Consultant
• Plan Management	\$11,120	10 days	Project Consultant
• Code Management	\$11,120	10 days	Project Consultant
• Inspection Management	\$3,336	3 days	Project Consultant
• Request Management	\$2,224	2 days	Project Consultant
• GIS Configuration	\$2,644	2 days	GIS Analyst
• Fee Configuration	\$6,960	5 days	Project Manager
• Intelligent Object	\$6,960	5 days	Project Manager
• Citizen Access Portal	\$3,816	3 days	Project Manager
• Citizen Decision Making Process	\$5,000	5 days	Project Consultant
User Acceptance and Production	\$12,096	8 days	Solutions Architect
End User Training	\$9,520	10 days	Sr. Software Trainer/trainer
Report Development	\$9,520	10 days	Report Developer
Data Conversion (TBD)	\$13,520	10 days	*estimated for BAI conversion (in industry standard format)
(2) EnerGov Training Certifications	\$3,998	(2) Certificates	
Travel	\$6,800	4 weeks on site	

Grand Total Services	\$118,454		
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Total Software & Services	Year 1	Year 2	Year 3
• Software	\$48,492	\$48,492	\$48,492
• Services	\$118,454		
TOTAL PURCHASE PRICE	\$166,946		

Additional Equipment Needed	Equipment Costs
• GIS & ARC Server	\$14,100
• Microsoft Exchange Server	\$2,100
• Microsoft Exchange Licenses	\$10,100
Total Purchase	\$26,300
TOTAL FIRST YEAR	\$193,246

Cost Breakdown	Year 1	Year 2	Year 3
• County	\$144,934	\$36,369	\$36,369
• Town	\$48,312	\$12,123	\$12,123
TOTALS	\$193,246	\$48,492	\$48,492

Funding will be as follows:

\$48,312	Town of Front Royal
\$48,312	Warren County Planning and Zoning Special Projects
\$41,466	Warren County Building Inspections Special Projects
\$37,174	Warren County Building Inspections 2013-2014 Budget Line 34010-3002
\$17,982	Warren County Reserve Contingencies Budget line 91000-5899
\$193,246	Total Projected Costs shown above

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

This Subscription Agreement ("Agreement") is made this _____ day of _____ 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Company") and Warren County, VA, with offices at 220 North Commerce Avenue, Suite 100, Front Royal, VA 22630 ("Client").

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A. LICENSE AND SUBSCRIPTION AGREEMENT

1) LICENSES

a) COMPANY shall grant to CLIENT, and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license to use the software products identified in the Investment Summary, attached at Exhibit 1, as well as any modifications, enhancements, and related interfaces (the "Licensed Property") solely for CLIENT's own internal business purposes. Ownership of the Licensed Property shall remain with COMPANY. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as named-user subscriptions and may be accessed by no more than the specified named users; (b) additional named-user subscriptions may be added during the term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the term in effect at the time the additional named-user subscriptions are added; and (c) the added named-user subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated named users and cannot be shared or used by more than one user; provided, however, that user subscriptions may be reassigned to new users replacing former users who no longer require ongoing use of the Licensed Property.

b) Additional terms and conditions related to CLIENT's subscription to COMPANY's ePortal software are set forth at Exhibit 2.

2) SUBSCRIPTION FEES

a) Upon receipt of the executed Agreement, COMPANY will invoice CLIENT for the first year annual subscription fee of \$40,792, with subsequent annual subscription fees invoiced on the anniversary date thereof. Payment is due within thirty (30) days of invoice.

b) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE LICENSED PROPERTY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE LICENSED PROPERTY FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

c) CLIENT agrees to make fee payments for added named users during any term of this Agreement.

d) For as long as a current subscription agreement is in effect, COMPANY shall provide CLIENT access to the Licensed Property in accordance with COMPANY's then-current Service Level Agreement. The current Service Level Agreement is attached to this Agreement at Exhibit 3.

3) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the Licensed Property. In no event shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The subscription fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

4) LIMITED WARRANTY

COMPANY warrants that the then-current, unmodified version of the Licensed Property will substantially conform to the then-current version of its published specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

OTHERWISE, ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. PROFESSIONAL SERVICES AGREEMENT

1) SCOPE

COMPANY shall provide the services to CLIENT identified and described in the Investment Summary. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement. Any additional services, including additional service hours, will be provided pursuant to a mutually agreeable change order reflecting any additional related fees payable by CLIENT.

2) PROFESSIONAL SERVICES FEES

a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced on a monthly basis in hourly increments as delivered, plus travel and other expenses, plus a 10% travel processing fee.

b) Travel and related expenses will be incurred consistent with Tyler's then-current business travel policy. Tyler's current travel policy is attached at Exhibit 4.

3) VERIFICATION TESTING OF THE LICENSED PROPERTY

a) At CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the Licensed Property in accordance with COMPANY's standard verification test procedure. Demonstration shall constitute CLIENT's verification that the Licensed Property substantially complies with COMPANY's then-current specifications for the Licensed Property and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.

b) As an alternative to Section B(3)(a), CLIENT may perform CLIENT's own defined internal validation process to verify that the Licensed Property performs according to the standard set forth in Section (B)(3)(a).

c) Notwithstanding Sections B(3)(a)-(b), CLIENT's use of the Licensed Property in live production, or CLIENT's live processing, shall constitute CLIENT's verification of the Licensed Property, without exception and for all purposes.

d) Verification under this Section B(3) shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

e) COMPANY shall correct any functions of the Licensed Property which failed the standard verification testing. If, however, CLIENT has made modifications to the Licensed Property, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

4) TRAINING ENVIRONMENT

If training is being conducted at CLIENT's site, CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

5) SITE REQUIREMENTS

a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. CLIENT shall use the connection to facilitate access to the Licensed Property. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, CLIENT connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

6) PROJECT MANAGEMENT

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

7) LIMITATION OF LIABILITY

COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from CLIENT's previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

C. GENERAL TERMS AND CONDITIONS

1) TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate ~~Xthree~~ (3) years later. Upon expiration of that ~~Xthree~~ (3)-year term, the Agreement will automatically renew for additional one-year terms unless terminated by CLIENT sixty (60) days in advance of the expiration of the then-current term.

2) CHANGE ORDERS

Any modifications or adjustments to the financial obligation of the CLIENT, beyond those set forth in this Agreement, shall be effective only if contained in a mutually agreeable written change order or similar written instrument signed by both parties.

3) TAXES

The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid over to the proper authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

4) CONFIDENTIALITY

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

5) INVOICE DISPUTES

a) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: Janet Joiner, at the address listed in the Notice section of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY.

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum, or the highest rate allowed by governing law, whichever is less the Virginia judgment rate of interest set forth in Code of Virginia Section 6.2-302.

b) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services, including subscription services providing access to the Licensed Property.

6) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association a court of competent jurisdiction in Virginia.

7) TERMINATION, CANCELLATION OR MODIFICATION

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the Licensed Property shall be denied. In the event of termination or cancellation, CLIENT will be responsible for (a) all services delivered, including subscription services providing access to the Licensed Property, delivered prior to COMPANY'S receipt of CLIENT's notice of termination; and (b) payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for an early exit fee and any expenses incurred by COMPANY prior to and/or during the exit process. If CLIENT requests a data extract, CLIENT will be responsible for payment of such services billed on a time and material basis.

8) SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9) NOTICES

a) All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- i) Actually received,
- ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- iii) Upon receipt by sender of proof of email delivery, or
- iv) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, TX 79414
Attention: Brett Cate

Warren County
220 North Commerce Avenue, Suite 100
Front Royal, VA 22630
[INSERT CLIENT TITLE]

10) NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

11) NONAPPROPRIATION

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all payments under this Agreement can and will lawfully be appropriated. If CLIENT's governing board does not approve an appropriation of funds for any such payments, CLIENT shall have the right to terminate this Agreement on at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute for convenience termination, nor for the purpose of replacing the Licensed Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions as those provided by the Licensed Property during the fiscal year following termination of this Agreement.

12) ENTIRE AGREEMENT

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

13) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York/Virginia, without regard to its rules on conflicts of law.

14) APPROVAL OF GOVERNING BODY

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. CLIENT's representative executing this Agreement has been duly authorized and empowered to enter into this Agreement.

15) NON-DISCRIMINATION

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

16) DRUG FREE WORKPLACE

During the performance of this Agreement, Tyler agrees to (i) provide a drug-free workplace for Tyler's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a

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COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

controlled substance or marijuana is prohibited in Tyler's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that Tyler maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor performing under this Agreement. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement, at which Tyler employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17) COMPLIANCE WITH IMMIGRATION LAWS

Tyler agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

18) TYLER AUTHORIZED TO TRANSACT BUSINESS IN VIRGINIA

During the performance of this contract, Tyler agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Warren County

Tyler Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

Exhibit 1

Investment Summary

SaaS Pricing	Annual Software Costs	Optional Extensions	Notes
Permitting & Land Management Suite: - Project Management - Planning & Development Review - Permitting and Land Management - Inspections Management - Code Enforcement Management - Contractor Management - EnerGov Cashiering	\$35,880 (20) Named Users		(13) Users @ \$129/mo (5) Users w/IG @ \$159/mo (2) Read Only @ \$69/mo Unlimited Support @ \$19/mo/user
Server-Side Extensions - Intelligent Object Engine - Intelligent Workflow Agent - Custom Form Designer	included		
EnerGov GIS Server Standard Requires ArcGIS Server 9.3.1 or Higher	\$5,000		
Citizen Access Web Portal	\$5,000		optional
EnerGov Decision Engine	\$5,000	included	Branch and skip Logic within Citizen Access Portal
Mobile Applications IG Workforce / (5) Named Users		included	
Subtotal	\$50,880		
Prince William County Cooperative Purchase Discount	(\$5,088)	10%	
Grand Total Software	<u>\$40,792</u>	\$3,399/Month	

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Professional Services	Year 1 Purchase	Resources	Notes / Comments
Assess, Define, Configure, Build	\$58,000 Includes:	50 days Includes:	See below for deliverables:
• Permit Management	\$11,120	10 days	Project Consultant
• Plan Management	\$11,120	10 days	Project Consultant
• Code Management	\$11,120	10 days	Project Consultant
• Inspection Management	\$3,336	3 days	Project Consultant
• Request Management	\$2,224	2 days	Project Consultant
• GIS Configuration	\$2,544	2 days	GIS Analyst
• Fee Configuration	\$6,360	5 days	Project Manager
• Intelligent Object	\$6,360	5 days	Project Manager
• Citizen Access Portal	\$3,816	3 days	Project Manager
User Acceptance and Production	\$12,096	8 days	Solutions Architect
End User Training	\$9,520	10 days	Sr. Software Trainer/Trainer
Report Development	\$7,616	8 days	Report Developer
Data Conversion (TBD)	\$10,816	8 days	*estimated for BAI conversion (in industry standard format)
(2) EnerGov Training Certifications	\$3,998	(2) Certificates	
Travel	\$6,800	4 weeks on site	
Grand Total Services	\$108,846		

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

Proposal Summary

Total Software & Services	Year 1	Year 2	Year 3
▪ Software License	\$40,792	\$40,792	\$40,792
▪ Services	\$108,846		
TOTAL PURCHASE PRICE	\$149,638		

Professional Services	Hourly Rate	Daily Rate
Credit Card Integration	\$299	\$2,392
Project Manager / PSA	\$189	\$1,512
Senior Project Consultant	\$159	\$1,272
Project Consultant / Analyst	\$139	\$1,112
Technical Engineer	\$159	\$1,272
Report Developer	\$119	\$952
GIS Analyst	\$159	\$1,272
Senior Training Executive	\$139	\$1,112
Software Trainer	\$99	\$792
Data Conversion Specialist	\$169	\$1,352
Software Programmer	\$199	\$1,592
GIS Developer	\$329	\$2,632

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

Exhibit 2 MyGovPay/VirtualPay and IVR

MyGovPay/VirtualPay

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by BankCard Services Worldwide*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"BCSW" means BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Merchant Agreement" means the agreement between Customer and BCSW that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Article III, in the section titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with BCSW.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Article III.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with BCSA.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the following Fees will apply if Customer elects to use MyGovPay/VirtualPay.

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

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EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

**Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average transaction amount is below \$30, we reserve the right to apply an additional \$0.20 service fee above the quoted rates above.*

3. **Interactive Voice Response ("IVR").** If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) **Network Security.** Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.

(b) **Content.** Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.

(c) **Lawful Purposes.** Customer shall not use the IVR system for any unlawful purpose.

(d) **Critical Application.** Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.

(e) **No Harmful Code.** Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.

(f) **IVR WARRANTY.** Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

Exhibit 3 SERVICE LEVEL AGREEMENT

I. Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the Software as a Service ("SaaS") agreement between Company and Client (the "SaaS Agreement") to which this is attached. The SLA is effective as of _____.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has requested Tyler to provide.

II. Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

Defect: Any bug, error, malfunction, adverse data condition, or other performance interruption that causes the licensed software to fail to operate in conformance with Tyler's then-current published specifications, but that does not cause a complete application outage.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of Tyler's applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to Tyler's standard procedures. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.

The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Tyler Responsibilities

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When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations. Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

V. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting

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Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.

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Exhibit 4 Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

The travel coordinator has been directed to provide travelers the lowest available airfare within two hours before or after the requested departure time (a.k.a. two-hour window). Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at the current IRS rate plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars when cost, convenience and the specific situation require their use. The Company has selected specific providers as its primary rental car firms. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contract. When renting a car for Company business, employees should decline the "collision damage waiver" and "personal accident insurance" on the rental agreement as the Company carries leased vehicle coverage for any employee leasing a vehicle for business purposes. Travelers should also decline the "fuel purchase option" and return the car with a full tank of gas. The Company will not reimburse for non-essential products and services such as GPS devices and Satellite Radio.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

3. Lodging

The Company has selected specific providers as its preferred hotel vendors. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contracts. Hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment should be selected. Typical hotel cost per night should not exceed \$100 per night before taxes. If the customer has a discount rate with a local hotel, please notify the travel coordinator as soon as possible to ensure that all employees can take advantage of the rate.

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4. Meals

Meals while on travel status are reimbursable per the rate published by the IRS at www.gsa.gov/perdiem

The split for the per diem meals is:

15% Breakfast
25% Lunch
60% Dinner

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

Departure Day

Depart before 12:00 noon	lunch and dinner
Depart after 12:00 noon	dinner

Return Day

Return before 12:00 noon	breakfast
Return between 12:00 noon & 8:00 p.m.	breakfast and lunch
Return after 7:00* p.m.	breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 8:00* p.m.

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$15.00 per day. Charges for internet access at airports are not reimbursable.

Effective April 1, 2012



Item No. 9

Town of Front Royal, Virginia Work Session Agenda Form

Date: March 17, 2014

Agenda Item: Board of Zoning Appeals (BZA) Term Expires

Summary: David Gedney's term on the Board of Zoning Appeals (BZA) expires May 1, 2014. Mr. Gedney would like to be considered for recommendation to the Judge of the Warren County Circuit Court for re-appointment to another 5-year term.

Council Discussion: Council takes desired action

Staff Evaluation: N/A

Budget/Funding: N/A

Legal Evaluation: N/A

Staff Recommendations: N/A

Town Manager Recommendation: N/A

Council Recommendation:

☐ Additional Work Session ☐ Regular Meeting ☐ No Action

Consensus Poll on Action: ____ (Aye) ____ (Nay)

Work Session