AGENDA
TOWN/COUNTY LIAISON COMMITTEE MEETING

Town Hall Upstairs Conference Room
102 E. Main Street
Thursday, January 30, 2025 at 6:00 PM
Livestream at https://www.frontroyalva.com/714/Portal---2022

1. Call to Order – Mayor Lori A. Cockrell

2. Clarification on the Fiscal Impact Analysis - *Town*
Summary: Discussion on how numbers are calculated for a developer during a rezoning request, specifically the formula used for calculation and who's doing the calculations.

3. Increase in Solid Waste Tipping Fees in 2025 - *Town*
Summary: Council asks whether there are plans to increase the solid waste tipping fees so that those fees could be incorporated into the Town's budget.

4. Transportation Subcommittee Update – *Town*
Summary: Representative from the subcommittee to give an update.

Next Meeting – **Thursday, April 17, 2025 at 6:00 PM in the Government Center**

Adjournment

AMENDMENT TO VOLUNTARY SETTLEMENT AGREEMENT BETWEEN THE COUNTY OF WARREN, VIRGINIA, AND THE TOWN OF FRONT ROYAL, VIRGINIA, REGARDING THE ACCEPTANCE AND THE COLLECTION OF VOLUNTARY PROFFERS BY THE TOWN OF FRONT ROYAL TO OFFSET FINANCIAL IMPACTS TO PUBLIC FACILITIES WITHIN THE COUNTY OF WARREN CAUSED BY REZONINGS IN THE TOWN OF FRONT ROYAL

This Amendment to Voluntary Settlement Agreement, entered into pursuant to the authority granted by Sections **15.2-1300** and 15.2-3400 of the Code of Virginia, 1950, as amended, by and between the County of Warren, Virginia, a body politic, by and through its Board of Supervisors, hereinafter the "County", and the Town of Front Royal, Virginia, a municipal corporation, and a body politic, by and through its Town Council, hereinafter the "Town".

WHEREAS, by Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren, entered by a Special Court sitting in the Circuit Court of the County of Warren, Virginia, on December 13, 1999, the said Special Court affirmed and validated a Voluntary Settlement Agreement executed by the Town and the County as of January 27, 1998, amended on October 6, 1999, and further amended on August 9, 1999, (hereinafter the "Voluntary Settlement Agreements"); attached hereto and made a part hereof as Attachment "A"; and

WHEREAS, the County and the Town have recognized that amending said Voluntary Settlement Agreements as set forth herein will be beneficial to the orderly growth and continued viability of both localities; and

WHEREAS, Virginia Code Sections 15.2-2298, presently applicable to the County **and to the Town**, and 15.2-2303 allow localities to include in their zoning ordinances reasonable regulations and provisions for written proffers as part of such localities' conditional zoning process; and

WHEREAS, the County **and the Town** has**ve**, as part of ~~its~~ **their** zoning ordinance**s**, reasonable regulations and provisions for written proffers as part of Warren County's **and Front Royal's** conditional zoning process**es**; and

WHEREAS, the County, on June 17, 2003, adopted a Resolution establishing the County's proffer policy (hereinafter the "Proffer Policy") for residential use rezoning applications, a copy of which is attached hereto and incorporated by reference herein as Attachment "B" which Proffer Policy allows, inter alia, for the acceptance of cash proffers, land, or in kind improvements for zoning requests for residential uses to compensate for the cost of public facilities and services needed to serve the residents who will move into the County as a result of such residential rezonings; and

WHEREAS, such Proffer Policy by law can, in the absence of an agreement to the contrary between the Town and the County, apply only to residential rezonings in the County outside the corporate limits of the Town; and

WHEREAS, residential rezonings in the Town ~~will cause~~ **are likely to result in** additional ~~County~~ residents ~~to move~~ **moving** into the County, who will use the County's public facilities and services such as public schools, social services, law enforcement and corrections services, parks and recreation facilities and services, and emergency services, among other services and facilities, for which in the absence of an agreement to the contrary, the Town cannot accept proffers as part of the Town's residential zoning process, thus adding a disproportionate financial burden on County residents living outside the Town's corporate limits; and

WHEREAS, Virginia Code Section 15.2-3400 allows localities to voluntarily enter into agreements with other localities to settle and resolve matters beneficial to the orderly growth and continued viability of such localities; and

WHEREAS, both the Town and the County recognize and agree that allowing the County to accept appropriate proffers, as part of its rezoning process, to assist the Town in mitigation of the effects of rezonings in the County outside the corporate boundaries of the Town but which could have a significant impact on traffic within the Town or the provision of water or sewer service outside the corporate boundaries of the Town, will be beneficial to the orderly growth and continued viability of both the Town and the County; and

WHEREAS, both the Town and the County recognize and agree that allowing the Town to accept proffers, as part of its residential rezoning process, from residential developers to assist in compensating for the cost of public facilities provided by the County to serve the residents who will move into the Town and County as a result of such residential rezonings, will be beneficial to the orderly growth and continued viability of both the Town and the County because Town residents, being also County residents, use and benefit from such County public facilities and services just as do County residents residing in the County outside the corporate limits of the Town; and

NOW, THEREFORE WITNESSETH, that for and in consideration of the premises, and the mutual benefits flowing to all residents of the County, whether living within or without the Town's corporate limits, the parties hereto agree as follows:

1. The parties agree to amend said Voluntary Settlement Agreements as provided for herein, and to accomplish all steps reasonable and necessary to have the proper approvals to effectuate this Amendment.

2. Upon approval of the amendments to the Voluntary Settlements Agreements, and upon receipt of an application for a residential rezoning within the Town, ~~that~~ the Town will promptly forward the application, together with such other information in the possession or control of the Town that the Town can reasonably access and assemble, to the County for the County's staff to be able to (a) calculate the annual net costs (hereinafter the "Cost") of public facilities and services, and (b) calculate the fiscal impact of such rezoning request to the County's fiscal impact model (hereinafter referred to as the "Impact"), all as provided for in the County's Proffer Policy as the same may from time to time be amended. County staff in a timely fashion will calculate such Cost and Impact and forward the same to the Town for the Town's use ~~in determining whether or not to grant such rezoning request, and if such rezoning request is granted, what proffers ought to be accepted by the Town on behalf of the County~~ **in suggesting conditions a rezoning applicant may desire to proffer to be considered in a rezoning request. Likewise, upon receipt of any rezoning request by the County that could negatively and significantly impact on traffic within the Town or that would benefit by the provision of public water or sewer to the site and its vicinity, the County will promptly forward the application, together with such other information in the possession or control of the County that the County can reasonably access and assemble, for the Town's staff to review and comment upon and to suggest**

appropriate conditions that the rezoning applicant may desire to proffer to be considered in a rezoning request.

3. ~~The Town, to the extent it deems reasonable and practical, will accept and condition such residential rezoning only upon the voluntary proffering, by the applicant for such rezoning, of cash, land, or in-kind improvements sufficient to offset the Impact as calculated by County staff pursuant to the County's Proffer Policy.~~ **The Town and the County agree to consider such proffered conditions or lack thereof in determining the propriety and reasonableness of the rezoning request. Each locality will use its best efforts not to approve rezoning requests that would be detrimental to the best interests of the other unless the approving locality determines the benefits to it of the rezoning request exceed the potential detriments to the other locality.** Such proffers will be administered and**, if involving cash or dedication of land,** collected by the Town **or County** and timely paid or conveyed ~~over by the Town~~ to the ~~County~~ **other locality** upon receipt by the Town **locality that granted the rezoning**. **Each locality will be responsible for all costs incurred by its respective staff in carrying out this Agreement.**

4. This Amendment shall be for a term of one (1) year from the date of its execution by the Town and the County, unless extended as hereinafter provided. Unless notice as set forth in paragraph 5 hereafter is given, this Agreement shall be automatically extended for successive terms of one (1) year each immediately upon expiration of the preceding term.

5. Either party may terminate this Agreement prior to the end of any one (1) year term of this Agreement upon the giving of at least ninety (90) days written notice to the other party.

6. The parties agree to present this Agreement to the Commission for Local Government if required as a proposed settlement pursuant to Virginia Code Section 15.2-3400.

7. The parties agree that should a recommendation of the Commission on Local Government not be needed on this Amendment to Voluntary Settlement Agreement, or should the report of the Commission on Local Government issued pursuant to Virginia Code Section 15.2-3400.4., recommend that this proposed Amendment and settlement is in the present interest of the Commonwealth of Virginia, then it will be recommended to the then sitting Town Council and Board of Supervisors to hold a public hearing on the advisability of passing respective Town and County ordinances to adopt either this original Amendment or a modified Amendment acceptable to all parties, as set forth in Virginia Code Section 15.2-3400.4.; and if such ordinances be approved, to petition the Circuit Court for an Order affirming the proposed settlement as set forth in Virginia Code Section 15.2-3400.5.

8. This Agreement may be amended from time to time by the County of Warren and the Town of Front Royal.

Witness the following signatures on the dates indicated.

COUNTY OF WARREN, VIRGINIA

By: ______________________________
Chairman, Warren County Board of Supervisors

Attest:

Clerk to the Warren County Board of Supervisors

Approved as to form:

Douglas W. Napier, County Attorney for Warren County

TOWN OF FRONT ROYAL, VIRGINIA

By: Robert T. Tennant, Jr.
Mayor

Attest:

Clerk to the Town Council of Front Royal

Approved as to form:

Blair D. Mitchell, Town Attorney for Front Royal

2-24-05 Filed

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF WARREN

In the matter of the Petition by the Town of Front Royal, Virginia, and the County of Warren, Virginia, for an Order affirming and indicating a Voluntary Settlement Agreement and establishing the rights of the parties to the Voluntary Settlement Agreement, pursuant to Chapter 34 of Title 15.2 of the Code of Virginia (1950), as amended	)	Case No. CL97000225-00

<u>PETITION FOR CORRECTION TO FINAL ORDER VALIDATING AND AFFIRMING VOLUNTARY SETTLEMENT AGREEMENT BETWEEN THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN</u>

The Petitioners, the Warren County, Virginia, Board of Supervisors, and the Front Royal, Virginia, Town Council, respectfully petition this Court for an Order, pursuant to Virginia Code Section 8.01-428.B., correcting a clerical mistake to that Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren, dated December 13, 1999, and an error therein arising from oversight and from an inadvertent omission, as follows:

1. By Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren dated December 13, 1999, a copy of which is attached hereto as Exhibit "1" (the "Final Order"), a Special Court of the Circuit Court of Warren County, Virginia, was appointed pursuant to Chapter 34 (Section 15.2-3400, *et seq*) of Title 15.2 of the Code of Virginia (1950) as amended, affirmed and validated a Voluntary Settlement Agreement executed by both parties as of January 27, 1998, amended on October 6, 1998, and further amended on August 9, 1999, in response to the Report of the Commission on Local Government (the

"Settlement Agreement") between the Town of Front Royal, Virginia (the "Town") and the County of Warren, Virginia (the "County") dated June 23, 1999.

2. By clerical mistake and error therein arising from oversight from inadvertent omission, to said Settlement Agreement and to said Final Order, no provision was made whereby the parties thereto, being the Town and the County, could modify their Agreement by mutual consent.

3. As indicated by the letter and affidavit, and attachments thereto, dated January 20, 2005, from Ted McCormack, Associate Director for the Commission on Local Government, all attached hereto in their entirety as Exhibit "2", between 1982 and 2004, the Commission on Local Government reviewed 45 interlocal settlements negotiated pursuant to Section 15.2-3400 of the Code of Virginia or similar statutory authorization. Of that number, 37 agreements, or 82.2%, contained a provision for modification by mutual consent and without the need for further court proceedings or further review by the Commission on Local Government. The reason for this is that proceedings before the Commission on Local Government, and proceedings before the Special Court, are costly and time consuming.

4. One of the purposes of a review of such settlement agreements by the Commission on Local Government is to make recommendations as to how such settlement agreements should be worded and amended so as to best promote the best welfare of the jurisdictions involved. See Virginia Code Section 15.2-2907.B. and 15.2-3400. In the instant case, the Commission on Local Government did make certain recommendations as to modifications to the Settlement Agreement, which modification the Town and County did make as amendments on August 9, 1999, to the Settlement

Agreement. See Commission on Local Government Report on the Town of Front Royal-County of Warren Voluntary Settlement Agreement dated June, 1999 (the "Report") at pp. 29-31, a copy of which is attached hereto as Exhibit "3". However, said Report, through clerical mistake or error therein arising from oversight and from an inadvertent omission, did not make a recommendation that the parties' Voluntary Settlement Agreement contain a provision by which the parties to the Settlement Agreement could modify said Settlement Agreement by mutual consent. The Final Order accepted the recommendations contained in said Report. Thus, through clerical mistake in said Final Order or error therein arising from oversight and from an inadvertent omission, said Final Order did not contain a provision whereby the Town and the County could modify their Settlement Agreement by mutual consent, as was done in more than 82% of said Orders offering such settlement agreements entered since 1982.

5. The parties hereto wish to modify their said Voluntary Settlement Agreement so as to allow each party to accept zoning proffers and collect voluntary proffers by each party to offset financial impacts to public facilities within one jurisdiction caused by rezoning in the other jurisdiction (for example, a residential rezoning development in the Town will have a financial impact to the County's public schools, courts, corrections, social services, etc., all of which serve Town residents as well as County residents, but all of which are otherwise funded in whole or in part only by the County). Allowing said Final Order to be corrected as aforesaid will allow the parties hereto to make a modification by mutual consent to the Settlement Agreement, all to the mutual benefit of the residents of both the Town and the County.

WHEREFORE, the parties hereto respectfully pray that this Court notify the Supreme Court to cause the reconvening and/or appointment of a Special Court to rule on this Petition as prescribed by Chapter 30, Title 15.2 (Section 15.2-3000, *et seq*), of the Code of Virginia, and that said Special Court correct its said Final Order as aforesaid.

Respectfully submitted,

COUNTY OF WARREN, VIRGINIA

By: ______________________
Counsel

TOWN OF FRONT ROYAL, VIRGINIA

By: ______________________
Counsel

____
Douglas W. Napier, Esquire
County Attorney for Warren County, Virginia
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
(540) 636-6674
VSB No. 16136

____
Blair D. Mitchell, Esquire
Town Attorney for Front Royal, Virginia
16 North Royal Avenue
P.O. Box 1560
Front Royal, Virginia 22630
(540) 635-7872
VSB No. 15839

CERTIFICATE OF SERVICE

The undersigned counsel caused to be served, by lawful service of process, and by regular mail, first class mail, upon Ted McCormack, Associate Director for the Commission on Local Government, The Jackson Center, 501 North Second Street, Richmond, Virginia, 23219-1321.

Douglas W. Napier, Esquire

D. Napier 4

VIRGINIA: IN THE CIRCUIT COURT OF COUNTY OF WARREN

In the matter of Petition by the Town of Front Royal, Virginia, and the County of Warren, Virginia, for an Order affirming and indicating a Voluntary Settlement Agreement and establishing the rights of the parties to the Voluntary Settlement Agreement pursuant to Chapter 34 of Title 15.2 of the Code of Virginia (1950), as amended

Case No: CL99000225-00

CONSENT ORDER

This day came the Town of Front Royal, Virginia, by her Town Attorney, Blair D. Mitchell, Esquire, the County of Warren, Virginia, by her County Attorney, Douglas W. Napier, Esquire, and the Virginia Commission on Local Government by the Office of the Virginia Attorney General, upon the Petition by the Town of Front Royal and of the County of Warren for an Order affirming and indicating a Voluntary Settlement Agreement and establishing the rights of the parties to the Voluntary Settlement Agreement pursuant to Chapter 34 of Title 15.2 of the Code of Virginia (1950), as amended, and upon documents and exhibits attached to the Petition; upon the Answer of the Counsel on Local Government in which allegations in Paragraphs 3 and 4 of the Petition are admitted; upon the Affidavits of George E. Banks, former Mayor of the Town of Front Royal, Virginia, and James L. McManaway, former Chairman of the Board of Supervisors for the County of Warren, Virginia, regarding the inadvertence of omitting from the original Voluntary Settlement Agreement of a provision whereby the parties could modify the terms thereof by mutual consent; and upon the Affidavits of James M. Eastham, the current Mayor of the Town of Front Royal, Virginia, and Tony F. Carter, the current Chairman of the Board of Supervisors for Warren County, Virginia, evidencing the desire of the Town of Front Royal and the County of Warren to modify the Voluntary Settlement Agreement at this time; and was argued by counsel.

WHEREUPON, this Court finds from the pleadings, attachments, admissions, and uncontested affidavits filed herein, that the omission of a term permitting modifications of the Voluntary Settlement Agreement by mutual consent of the parties thereto was an inadvertent omission and not a deliberate one; and that the parties now desire to modify the Voluntary Settlement Agreement accordingly; and that such modification would be in the best interests and welfare of the residents and businesses of the Town and of the County and will not be detrimental to the interests of the Commonwealth of Virginia; and that entry of an Order permitting a modification of the Voluntary Settlement Agreement is requested by mutual consent of the Town and the County and is without objection by the Commission on Local Government; it is

ADJUDGED, ORDERED, and **DECREED** that the Warren County, Virginia, Board of Supervisors and the Front Royal, Virginia, Town Council are hereby authorized to amend their Voluntary Settlement Agreement by the inclusion of a term previously omitted by inadvertence to permit modification of the Voluntary Settlement Agreement by the County and the Town by mutual consent from time to time for any purposes authorized by law.

It is further **ORDERED** that the Final Order dated December 13th, 1999, in this matter and entitled, "Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren" is hereby modified to include the following paragraph as a second paragraph under the portion of the Order entitled "<u>III - Affirmation of the Agreement</u>":

> The Special Court further authorizes the Town and the County to modify the Voluntary Settlement Agreement from time to time by mutual consent for any purposes authorized by law.

The Clerk of the Circuit Court of Warren County is directed to send an attested copy of this Consent Order to counsel for the parties hereto.

It is further **ORDERED** that the Special Court be adjourned but not dissolved subject to being reconvened in any manner provided by law.

ENTERED this 22d day of August, 2005.

CHIEF JUDGE

JUDGE

JUDGE

WE ASK FOR THIS:

Douglas W. Napier, Esquire
County Attorney
COUNTY OF WARREN
220 North Commerce Avenue
Suite 100
Front Royal, Virginia 22630
Telephone: [540] 636-6674
Facsimile: [540] 636-6980
VSB No. 16136

Blair D. Mitchell, Esquire
Town Attorney
TOWN OF FRONT ROYAL
Town Hall – 16 North Royal Avenue
P. O. Box 1560
Front Royal, Virginia 22630
Telephone: [540] 635-7872
Facsimile: [540] 635-4281
VSB No: 15839

Certified to be a
True Copy of a Record
In the Clerk's Office of
WARREN COUNTY CIRCUIT COURT
Date: 10-21-05
Deputy Clerk

HAVE SEEN AND AGREED:

____
Judith Williams Jadgmann,
Attorney General of Virginia BY

____
Thomas M. Moncure, Jr.
Senior Counsel to the
Attorney General
Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
Telephone: [804] 786-1445
Facsimile: [804] 786-1991
VSB No. 18475

COUNTY OF WARREN

Proffer File

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

MEMORANDUM

TO: Douglas P. Stanley, County Administrator

FROM: Jodi R. Spittler, Legal Secretary JRS

DATE: June 20, 2003

RE: ***Warren County Proffer Policy***

The Warren County Board of Supervisors, at its meeting of June 17, 2003, approved the Resolution Establishing the Warren County Proffer Policy for Residential Elements of Rezoning Applications,

JRS

Resolution

of the Board of Supervisors of Warren County

A RESOLUTION OF THE WARREN COUNTY BOARD OF SUPERVISORS ESTABLISHING THE WARREN COUNTY PROFFER POLICY FOR RESIDENTIAL ELEMENTS OF REZONING APPLICATIONS

WHEREAS, the Board of Supervisors approved a contract on October 17, 2000 with Anderson & Associates for the development of a fiscal impact model to look at the impact of residential development on the County; and

WHEREAS, the model has been completed and updated by Anderson & Associates in 2002; and

WHEREAS, staff has developed a Proffer Policy regarding residential development and its public infrastructure costs for consideration; and

WHEREAS, the Planning Commission has reviewed the draft policy and has conducted a public hearing on May 14, 2003 on the Proffer Policy;

WHEREAS, the Planning Commission forwarded the Proposed Proffer Policy to the Board of Supervisors with a unanimous recommendation for adoption; and

WHEREAS, the Warren County Board of Supervisors held a public hearing on June 17, 2003; and

WHEREAS, the Board of Supervisors finds this Proffer Policy to be in the best interest of the citizens of Warren County and provides a refined tool with which to estimate the infrastructure costs generated through proposed residential rezoning applications; now, therefore, be it

NOW, THEREFORE, BE IT RESOLVED by the Warren County Board of Supervisors this 17th day of June 2003, that the Proffer Policy presented below shall apply to all residential elements for any rezoning application.

APPROVED BY BOARD OF SUPERVISORS JUNE 17, 2003

WARREN COUNTY, VIRGINIA
BOARD OF SUPERVISORS PROFFER POLICY

A. General Guidelines

1. Pursuant to this policy, staff will (i) calculate the annual net cost of public facilities, (ii) calculate the fiscal impact of a rezoning request that permits residential uses through the County's fiscal impact model and (iii) administer the collection and expenditure of proffered funds. The Board will accept cash proffers for rezoning requests that permit residential uses in accordance with this policy. However, the Board may also accept cash, land or in-kind improvements in accordance with county and state law. Staff will provide a recommendation for a maximum proffer based upon this policy. Any such acceptance of cash, land or in-kind improvements is subject to approval of the rezoning of the property by the Board of Supervisors pursuant to Sections 15.2-2296 through 15.2-2303 of the Code of Virginia as amended.

2. Historic experience has demonstrated that revenue derived from residential growth (residential and commercial real estate taxes, sales taxes, fees, and associated revenue sources) typically will not pay all of the normal operating costs for service delivery to residents of new developments, with no funds remaining to compensate for the cost of public facilities needed to serve these residents. State and county laws permit the Board to accept cash proffers to fund the public facility needs generated by any new residential development.

3. In determining the net cost per dwelling unit of a public facility, staff relies on countywide averages, where possible. In addition, staff will consider the five components described below, as well as any other unique circumstances of which might qualify, related to an individual zoning case.

4. To determine how and where a proffer will be spent, the County is divided into service districts. For facilities which have a Countywide service implication, (for example, parks, schools, libraries, police protection and emergency services), the proffer may be spent Countywide. For roads, the proffer will generally be spent within the associated service areas as described below, except in circumstances, which warrant otherwise.

5. The following public facilities will be funded by cash proffers: schools, roads, parks and recreational facilities, libraries, fire and rescue facilities,

waste disposal facilities and sheriff facilities including the Warren County Jail.

B. Methodology and Policy Terms

1. There are five "components" involved in calculating what a new dwelling unit will cost the County in terms of providing public facilities. The components are as follows:

a. Demand generators - Staff uses the weighted average of single family and multi-family persons per household (2.57 FY 2000) and an average number of students per household (.40 for FY 2000) to calculate demand generators (number of people and number of students) associated with a new dwelling unit.

b. Service levels – The fiscal impact model calculates existing service levels for each type of facility for which a cash proffer will be accepted.

c. Gross cost (replacement) of public facilities. – The fiscal model calculates the gross cost of public facilities. The term gross cost is used because a credit (described in (d) below) for anticipated future revenues from a new dwelling unit will be applied against the gross cost.

d. Credits – The fiscal impact model calculates a credit for anticipated taxes paid by a development to apply against the gross cost for each public facility. Warren County has issued and plans, dependent upon fiscal constraints, to continue to issue bonds to finance the construction of public facilities. Residents of new developments will pay real estate taxes to the County and a portion of these taxes will go to help retire this debt. So that new dwelling units are not paying twice (once through payment of a cash proffer and again through real estate taxes) a credit is computed.

e. Net cost – The fiscal impact model calculates the net cost per public facility or maximum cash proffer. This is the gross cost per public facility minus the applicable credit per public facility.

2. There must be a relationship between the rezoning itself and the need for a public facility. In order to ensure that money proffered by an applicant is used to fund the public facilities necessitated by the development, service areas or districts are established across the County.

   a. Since parks, libraries, and fire and rescue stations serve areas greater than a specific service district, the geographic service areas for these facilities are determined to be Countywide. Rezoning requests can be analyzed on a County-wide basis to determine their impact on these facilities and proffers may be spent to fund these facilities Countywide.

b. Rezoning requests will be analyzed on a County-wide basis to determine their impact on schools. In order to ensure that money proffered by an applicant is used to fund the public facilities necessitated by the development, the county is divided into elementary school service areas corresponding to the attendance zones of the County's elementary schools. Funds collected from a development within a District can be spent on school improvements within that District or for any school improvement, including new construction, which provides relief for the District within which the development is located.

c. With respect to public streets, rezoning requests shall be analyzed based on project consistency with the Comprehensive Plan, VDOT recommendations, and the Traffic Impact Analysis (TIA). Residential rezoning applications can be required to submit a TIA, which examines VDOT/County designated offsite intersections, existing traffic conditions, future traffic conditions (without and with the project), level of service impacts at specified phases, and recommended improvements and/or other mitigation measures. Proffered improvements must be timed with proffered phases and associated threshold residential unit totals. Proffered cash contributions for transportation improvements will be placed in specified County accounts to ensure expenditure for those identified improvements.

3. In some instances, a rezoning applicant may wish to diminish the development's calculated impact on public facilities by dedicating property or doing in-kind improvements in lieu of all or a portion of the cash proffer. Land conveyed for County facilities shall be deeded to the County or its designee. The value of donated land generally will be based on the current assessed value of the property, not to exceed the cost per acre used in the calculation of the proffer (not the estimated value after rezoning). The value of improvements shall be the estimated cost if constructed by a governmental entity. If the dedication or in-kind improvement does not fully alleviate the development's calculated impact on public facilities, then the dedication and/or improvement's value may be applied as a credit against the development's calculated impact on the applicable public facility. The credit cannot exceed the development's calculated impact on the applicable public facility.

4. Warren County will consider any unique circumstances about a proposed development that: (i) mitigate the development's projected impact on public facilities; and (ii) create a demonstrable reduction in capital facility needs. Unique circumstances may include, but not be limited to, participation in regional road projects and affordable housing projects. Either the county or the applicant may identify such projects and present the justification for Board of Supervisors consideration.

5. Payment of the cash proffer for residential development must occur prior to release of a building permit. Timing for dedication of property or in-kind improvements should be specified in the proffer statement.

6. Proffered conditions shall provide for disposition of real property or cash in the event the property or cash payment is not used for the purposes for which tendered.

7. Adjustments in the fiscal impact model amount may be considered every fiscal year. Staff will recompute net costs based on the current methodology and recommend adjustments.

8. The maximum cash proffer that the Board of Supervisors will accept from residential rezoning applicants shall be determined per dwelling unit by the fiscal impact model. The Proffers should identify an appropriate index, such as the Consumer Price Index, to provide an adjustment for inflation. It needs to be noted that this total does not include the cost of offsite road improvements proffered by the applicant, or other utility requirements under the auspices of the Town of Front Royal.

Bradley K. "Brett" Haynes, Jr.
Chairman, Board of Supervisors
County of Warren, Virginia

Douglas P. Stanley,
Clerk, Board of Supervisors
County of Warren, Virginia

AGENDA TOWN/COUNTY LIAISON COMMITTEE MEETING – Minutes

Board Room – Warren County Government Center, 220 North Commerce Avenue

Thursday, October 17, 2024, at 6:00 PM

Present from the Town: Lori A. Cockrell, Mayor; Joshua L. Ingram, Councilmember; Joseph E. Waltz, Town Manager

Present from the County:
Cheryl L. Cullers, Chair-Supervisor (Fork District); Richard A. Jamieson, Supervisor (North River District); Dr. Edwin Daley, County Administrator

Others Present: Zach Henderson, Deputy Clerk; David Beahm, Building Official; and Members of the audience including but not limited to councilmembers, supervisors, and Town/County staff.

Call to Order – Board of Supervisors – Chair, Cheryl Cullers

Ms. Cullers called the meeting to order at 6:00 PM and requested that Ms. Gloria Knott from the Tow Board be added to the agenda to speak to the Committee.

Joint Tow Board Cap Discussion

Ms. Knott thanked the committee and stated that at their last meeting a motion was made to put a cap on tows due to the cost of the replacement equipment as well as truck maintenance and the rising costs of insurance taxes.

Ms. Cullers asked about the Tow rotation amongst the companies involved and how they are chosen for assignments. Ms. Knott stated that the customer has the right to select a certain company to assist them and if they are unavailable then it goes to the rotation list that each law enforcement agency has access to.

Mayor Cockrell asked if the current companies on the list need to reapply after a certain number of years or if there are any time limits to that at all. Ms. Knott stated that companies currently on the list, stay on the list until something external occurred to remove them, and the decision to remove a company comes from the Tow Board itself.

Property Maintenance Code – County

Mr. Beahm provided the committee with a flow chart for the complaints as far as for violations of either building code or property maintenance. And per the chart, there are only three possible outcomes. The first being that the complaint is unsubstantiated. The second is to have compliance, when an item is found, noted, and the individual takes care of the complaint whether it be a homeowner, landlord, or whomever. The third is through the legal process and go through the Court system. The Building Inspections department can determine if a structure is unsafe and ask all occupants to vacate, however, they are not allowed to dictate to a property owner to do so, in which case law enforcement is involved.

Mayor Cockrell addressed recent comments from Ms. Cook emphasizing the frustration with certain residents and the way some of the buildings in which they live are kept and asked if anything can be done and what that would look like. Mr. Beahm stated that there is little that can be done in part because there are numerous tenants who are fearful to complain and that that landlord is trying to find a reason to evict them. Additionally, for a vast majority of situations, the only way to achieve a tangible correction is to take individuals to court which involves a lot of time and money.

Ms. Cullers asked about potential inspections, possibly on a annual basis. Mr. Beahm stated that typically an inspection can't be done until there is a turnover.

Increase in Solid Waste Tipping Fees- Town

Mayor Cockrell stated that the Town did a cost-of-service study for their solid waste with the knowledge that there would be an increase for the citizens due to inflation. When the County approved the increase in June, it equated to approximately $4 extra for the Town citizens in addition to the suspected increase from the Town with a similar dollar amount, and the Town wanted to discuss how to better communicate with the County and one another.

Mr. Ingram added that a big factor is that the Town has been “running in the red” with waste management for a few years, and that was only discovered recently. the increased rate would just be to get the down “back in the black” and should have been done years ago.

Dr. Daley state that the Board has been discussing what do to do with the tipping fee and what the County pays the landfill for the last four years with a redline of approximately $2 million a year. Additionally, in the new contract there is a significant increase of approximately 25% which translates to half a million dollars and instead of increasing taxes for the citizens, the Board decided to increase the fees from $69 to $79.

Ms. Cullers stated, in terms of communication, all parties can do better and improve. Additionally, this has been brought up many times in prior budget meetings throughout the year and there was an assumption that based on the number of times it had been discussed, that it was “on the town’s radar”.

Vape Shops – Town

Mayor Cockrell stated that the Town is looking at an ordinance that would provide some boundaries and parameters such as, proximity from each other, schools, daycares, churches etc. More recently there was a discussion on the possibility of making them special use permit which would mean that it would have to come to the planning commission before going to the Council. She then asked how the approval process goes for these on a county level.

Dr. Daley state that it all depends on the specific location. If they are in the correct zone, then all that is needed is a building permit.

Per Town of Front Royal staff, a draft ordinance is being prepared that will be on a woke session agenda is early November that will create performance standards that will mitigate the secondary effects. In terms of the exterior aesthetic, lights are already not permitted but they are allowed a certain number of signs.

Transportation Subcommittee Update – Town

Mr. Ingram state that there isn’t much news that hasn’t been discussed in prior subcommittee meetings and that most of the discussion are centered around updates from V-DOT, therefore, a discussion was had to only have quarterly meetings due to the simple fact that there hasn’t been much to discuss recently.

Regional Shooting Range Facility – County

Ms. Cullers stated that it goes to the planning commission in November after a joint meeting with the Board of Supervisors to discuss it, and when a tangible plan is established then a more in-depth conversation can take place.

Mr. Waltz stated that he has had conversations with Sheriff Cline and expressed a shared vision of an indoor training facility and hopefully partner with regional and federal agencies but acknowledged that it will take time.

Town/County/School Communications – Town/County

Mayor Cockrell stated that due to recent housing development trends, proffer logistics, and school governance responsibility, that a committee be established consisting of town, county, and school for a greater discussion on development and the overall decision making since it impacts the town and county alike as the community grows and more people move in.

Dr. Daley reminded the Committee that additional housing costs the taxpayers money. A house that costs $600K, the residents will pay approximately $3K in taxes for one child in public schools.

Dr. Jamieson stated that one of his priorities when he came on to the Board was to quantify metrics that will provide reliable information on what the burden of any kind of development is whether it's commercial, industrial, residential, revenue streams etc.

Water Usage Outside Town Limits During Town Water Conservation – Town

Mayor Cockrell stated that unfortunately the Town has to have water conservation over the last two summers and went from voluntary to mandatory. The town enforces the rules about water conservation but since there are businesses and citizens in the County who use Town water, questions have been asked from town residents how those are enforced for those in the County that use Town water.

Mr. Waltz stated that, per their legal counsel, the Town cannot enforce Town Code on County citizens. However, the Town is looking for an idea to ensure that every water user in the Town and County complies with water conservation efforts when needed.

Dr. Jamieson commented on if there are statistics on residential versus commercial and industrial use, emphasizing that the water restrictions are "principally residential" in style. He further stated that anyone who has the benefit of use of a water system has an obligation to participate in the necessary restrictions as they are needed.

Healthcare Resolution Next Steps – Town

Mayor Cockrell stated that this item is in response to the County and Town both passing the recent Healthcare Resolution and asked about the next steps.

Dr. Daley stated that it's a matter of looking at the math that any healthcare providers look at the market and to see how strong that market is and commented healthcare being one of the largest industries in the area and that it was more of an Economic Development project.

Ms. Cullers commented on the "monopoly" that Valley Health has and that they have pulled services that the prior hospital had, and that people used and expected. It needs to be a valley issue instead of a local issue where all the affected areas come together as an equal force similar to what was done with Broadband.

Tourism – County

Ms. Cullers stated that the County has put out applications for the new Tourism Committee and is pushing to get this started because Warren County has been missing out on a lot of opportunities and urged for continued good cooperation with Discover Front Royal.

The meeting adjourned at 8:00 PM – the next meeting will be Thursday, January 16, 2025 at 6:00 PM in the Council Chambers at Town Hall