



TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

Monday, March 24, 2014 @ 7:00 p.m

Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of March 10, 2014.
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 1. Report from EDA – Jennifer McDonald
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
- *7. **CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED)**
 - A. COUNCIL APPROVAL – Proclamation – “Arbor Day”
 - B. COUNCIL APPROVAL – Proclamation – “National Service Recognition Day”
 - C. COUNCIL APPROVAL - Memorandum of Agreement with County of Warren for Bridge Lighting and Maintenance

**The nature of a consent agenda is such that discussion of individual items does not occur.*
8. **PUBLIC HEARING** – An Ordinance to adopt a Voluntary Settlement Agreement to Relocate a Portion of the Boundary Line owned by Front Royal Limited Partnership (1st Reading)
9. **PUBLIC HEARING** – An Ordinance to Amend Chapter 80 of the Town Code Pertaining to Fireworks (1st Reading)
10. **PUBLIC HEARING** – Resolution for the Issuance of Bonds to Finance an Expansion/Upgrade of the Water Treatment Plant and Refinance a Portion of an Existing Loan on the Project Completed 2012
11. **COUNCIL APPROVAL** – Ordinance Amendment for Height and Setbacks for Wireless Telecommunication Towers (2nd Reading)
12. **COUNCIL APPROVAL** – Ordinance Amendment for Finished Side of Fences (2nd Reading)
13. **COUNCIL APPROVAL** – Ordinance Amendment to Set Real Estate and Personal Property Taxes for FY14-15 (2nd Reading)
14. **COUNCIL APPROVAL** – Resolution for Technology Zone Qualification – Mirandum Pictures
15. **COUNCIL APPROVAL** – Energov/Tyler Technologies, Inc. as Sole Source Provider for the Purchase of Building Permit Software



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

Page 1
Item No. 7(A)

Meeting Date: March 24, 2014

Agenda Item: COUNCIL APPROVAL – Proclamation – “*Arbor Day*”

Summary: Council has received a request from Town Horticulturist Anne Rose seeking to proclaim April 26, 2014 as “*Arbor Day*” in the Town of Front Royal.

Budget/Funding: None

Attachments: Proclamation

Meetings: None

Staff

Recommendation: Approval ✓ Denial

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

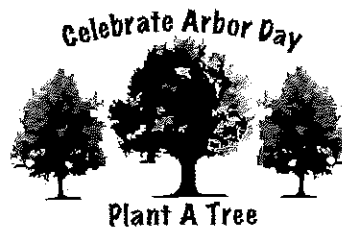
Proposed Motion: I move that Council approve a Proclamation to proclaim April 26, 2014 as “*Arbor Day*” in the Town of Front Royal.

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

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

Approved By: SB

ARBOR DAY PROCLAMATION



WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called **Arbor Day**, was first observed with the planting of more than a million trees in Nebraska, and **Arbor Day** is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and,

WHEREAS, Front Royal has been recognized as a Tree City USA by **The National Arbor Day Foundation** and desires to continue its tree-planting practices;

NOW THEREFORE BE IT RESOLVED that I, Timothy W. Darr, Mayor of the Town of Front Royal, do hereby proclaim April 26, 2014 as

ARBOR DAY

in the Town of Front Royal, and urge all citizens to celebrate **Arbor Day** and to support efforts to protect our trees and woodlands; and

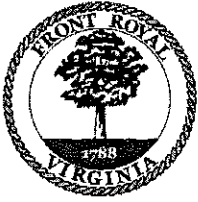
FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well being of this and future generations.

APPROVED:

ATTEST:

Timothy W. Darr
Mayor

Jennifer Barry
Clark of Council



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

Page 1
Item No. 7(B)

Meeting Date: March 24, 2014

Agenda Item: COUNCIL APPROVAL – Proclamation – *“National Service Recognition Day”*

Summary: Council has received a request to proclaim April 1, 2014 as *“Mayors Day of Recognition for National Service”* also known as *“National Service Recognition Day”* in the Town of Front Royal.

Budget/Funding: None

Attachments: Proclamation and information

Meetings: None

Staff Recommendation: Approval ✓ Denial _____

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

Proposed Motion: I move that Council approve a Proclamation to proclaim April 1, 2014 as *“Mayors Day of Recognition for National Service”* also known as *“National Service Recognition Day”* in the Town of Front Royal.

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

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

Approved By: STB



PROCLAMATION
TOWN OF FRONT ROYAL, VIRGINIA

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's Mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet town needs; and

WHEREAS, participants address the most pressing challenges facing our cities and nation, from educating students for jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS national service participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our town's economic and social well-being; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 1, 2014.

THEREFORE, BE IT RESOLVED that Mayor Timothy W. Darr and the Town Council of the Town of Front Royal do hereby proclaim April 1, 2014, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our town and thank those who serve; and to find ways to give back to their communities.

Timothy W. Darr
Mayor of Front Royal

Jennifer E. Berry
Clerk of Council

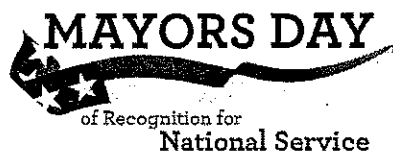
Corporation for
**NATIONAL &
COMMUNITY
SERVICE** ★★ ★

**NATIONAL
LEAGUE
of CITIES** 



Every day, in cities across America, national service is tackling tough problems and strengthening communities. On April 1, 2014, Mayors across the country will thank those who serve and recognize their impact on the Mayors Day of Recognition for National Service.

1201 New York Ave., NW
Washington, DC 20525
202-606-5000
NationalService.gov



Mayors Day of Recognition for National Service: April 1, 2014



The nation's mayors are increasingly turning to national service as a cost-effective strategy to address city challenges. By unleashing the power of citizens, AmeriCorps and Senior Corps programs have a positive and lasting impact – making our cities better places to live. To spotlight the impact of national service and thank those who serve, mayors across the country will participate in the second-annual **Mayors Day of Recognition for National Service** on April 1, 2014. On this day, mayors will hold public events and use traditional and social media to highlight the value and impact of national service to the nation's cities. Last year, 832 Mayors representing nearly 100 million citizens participated in the inaugural Mayors Day of Recognition for National Service. The initiative is being led by the Corporation for National and Community Service; Cities of Service; the National League of Cities; and Mesa, AZ, Mayor Scott Smith, President of the U.S. Conference of Mayors.

National Service: A Resource for Cities

As the federal agency for national service and volunteering, CNCS annually engages five million citizens in service at more than 70,000 sites in 8,500 cities across the country. Through AmeriCorps, VISTA, NCCC, Senior Corps, the Social Innovation Fund, and other programs, CNCS leverages federal and private funds to support organizations that achieve measurable results where the need is greatest. A significant portion of this investment is focused on cities. Whether supporting food banks and homeless shelters, restoring city parks, building homes, providing health services, tutoring and mentoring students, and managing community volunteers, national service members help mayors tackle tough problems.

Why a Mayors Day of Recognition?

As solution-focused local elected officials, mayors have a unique role in this country. Mayors' focus on engaging citizens and meeting local needs matches CNCS's mission to improve lives, strengthen communities, and foster civic engagement. CNCS's priority on expanding economic opportunity to create sustainable and resilient communities directly aligns with the goals of mayors. A coordinated day of recognition presents a unique opportunity to spotlight the key role that national service plays in solving local problems and challenges. Participating in the day will highlight the impact of citizen service, show support for nonprofit and national service groups, and inspire more residents to serve in their communities.

What Happened Last Year?

On April 9, 2013, the first-ever Mayors Day of Recognition for National Service united Mayors across the country to spotlight the impact of national service and honor those who serve. Altogether, 832 Mayors in all 50 states and the District of Columbia, Guam, and Puerto Rico officially recognized the work that AmeriCorps members and Senior Corps volunteers are doing to make cities better and stronger. Together, these Mayors represent nearly 100 million citizens, or nearly one-third of all Americans. To learn how Mayors across the country recognized the day, visit our website at www.nationalservice.gov/mayorsforservice

What are the Goals of the Day?

- Highlight how mayors use national service to solve their local challenges
- Thank national service members for their commitment and impact
- Build public awareness about the value and impact of national service to the nation's cities
- Highlight the role that national service plays in recruiting and managing citizen volunteers to focus and amplify their impact
- Provide opportunities for mayors to communicate about the impact of national service to national policy-makers
- Generate press coverage and online discussion about mayors supporting service

Who Can Participate?

Mayors, city or county managers, or other chief executives of cities of any size.

How We Can Help

CNCS offers a variety of resources that can help Mayors learn about national service and volunteering in their cities expand the scope and impact of volunteering by their residents:

- The annual Volunteering and Civic Life in America report is the most comprehensive data on volunteering ever assembled, providing detailed information on volunteering trends and demographics in the U.S., all fifty states, and more than 150 major cities. Visit: www.volunteeringinamerica.gov
- Each year, CNCS produces National Service State Profiles that list all funding, projects, and participants in every state. CNCS will also produce profiles for cities in preparation for the Mayors Day of Recognition for National Service.

How Can Mayors Get Involved?

Mayors are encouraged to hold a public event, issue a proclamation or other form of recognition, and use traditional or social media to highlight the impact of national service. Here are several ways mayors can participate:

- Issue a mayoral proclamation naming April 1, 2014 as National Service Recognition Day
- Visit national service programs or projects in order to highlight their value to the city
- Create a Mayor's award for outstanding AmeriCorps and Senior Corps participants
- Invite national service programs (and their members and organization's board of directors) to City Hall for a public roundtable to discuss how they address city problems
- Issue a press release or report on the scope and impact of national service in your city
- Serve with a national service program as a "member" for a day to highlight the important work being done in their community
- Use Twitter, Facebook, and other social media outlets to thank national service programs and members serving in your community
- Write an op-ed about the unique contributions of national service your city
- Take a group photo with all national service members in your city

Where Can I Learn More?

To learn more or register your city to participate, go to www.nationalservice.gov/mayorsforservice or contact PJ Andrews, Office of Government Relations, 202-606-6613 or pandrews@cns.gov. You can also contact the CNCS Director in your state. A list of CNCS state offices can be found here: <http://www.nationalservice.gov/about/contact/stateoffices.asp>

About CNCS

The Corporation for National and Community Service is a federal agency that engages more than five million Americans in service through its AmeriCorps, Senior Corps, Social Innovation Fund, and other programs, and leads President's national call to service initiative, United We Serve. For more information, visit NationalService.gov.



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

Page 1
Item No. 7(C)

Meeting Date: March 24, 2014

Agenda Item: COUNCIL APPROVAL – Memorandum of Agreement with County of Warren for North and South Fork Bridge Lighting and Maintenance

Summary: Council is requested to approve a Memorandum of Agreement (MOA) with the County of Warren for maintenance and expense sharing for lighting on the North and South Fork Bridges. Upon approval of the MOA the Town and County will equally share the costs of electricity, operation, maintenance and periodic replacement of the street lights along the North and South Fork Bridge beginning July 1, 2014. Warren County approved the MOA December 3, 2103.

Budget/Funding: None

Attachments: Letters from County Attorney and MOA

Meetings: Work Sessions held October 28, 2013 and January 6, 2014. Numerous Liaison Meetings were held.

Staff Recommendation: Approval ✓ Denial

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

Proposed Motion: I move that Council approve a Memorandum of Agreement (MOA) with the County of Warren for maintenance and expense sharing for lighting on the North and South Fork Bridges beginning July 1, 2014.

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

Approved By: SB



COUNTY OF WARREN

Office of the County Attorney
Warren County Government Center
220 North Commerce Avenue, Suite 100

Front Royal, Virginia 22630

Phone: (540) 636-6674

FAX: (540) 636-6980

email: bmitchell@warrencountyva.net

dwhitten@warrencountyva.net

pblamer@warrencountyva.net

Blair D. Mitchell
County Attorney

Dan N. Whitten
Assistant County Attorney

Paula J. Blamer
Paralegal

February 25, 2014

BOARD OF SUPERVISORS

CHAIRMAN
Daniel J. Murray, Jr.
North River
District

VICE-CHAIR
Linda P. Glavis
South River
District

Tony F. Carter
Happy Creek
District

Archie A. Fox
Fork
District

Richard H. Traczyk
Shenandoah
District

Douglas W. Napier, Town Attorney
Town Administration Building
102 E Main Street
Front Royal, Virginia 22630

RE: Memorandums of Agreement – Bridge Lighting & Maintenance

Dear Doug:

On December 3, 2013, at its regularly scheduled meeting, the Board of Supervisors adopted and/or approved the above styled Memorandum of Agreement.

Two (2) originals of the Memorandum are enclosed for appropriate signatures as required. Once signatures are obtained, please return one original to this office for our files and records.

If you have any questions or concerns regarding the enclosed Memorandum, please feel free to contact either Doug Stanley or myself.

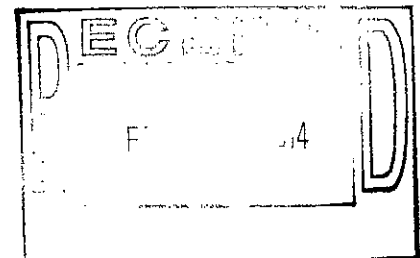
Sincerely,

Blair D. Mitchell / *BB*

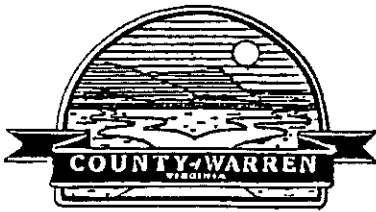
Blair D. Mitchell
County Attorney

BDM/pjb
Enclosures

Cc: Steven M. Burke, Town Manager
Douglas P. Stanley, County Administrator
County Attorney Files



L-3



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: Blair D. Mitchell, County Attorney

FROM: Janice C. ~~Stanley~~ *[Signature]* Edge, Deputy Clerk of the Board

THRU: Douglas P. Stanley, County Administrator

SUBJECT: Memorandum of Agreement with Town re:
Maintenance and Expense Sharing for Lighting on
the North and South Fork Bridges

DATE: December 3, 2013

Board of
Supervisors

Chairman
Archie 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

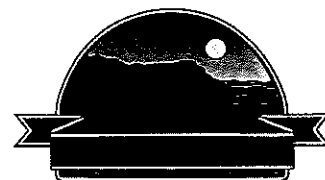
Richard H. Traczyk
Shenandoah
District

The Warren County Board of Supervisors, at its regular meeting of December 3, 2013, approved the Memorandum of Agreement with the Town of Front Royal for the County and Town to equally share the costs of electricity, operation, maintenance, and periodic replacement of the street lights along the North and South Fork Bridges beginning July 1, 2014.

cc: Carolyn W. Stimmel, Finance Director



**MEMORANDUM OF AGREEMENT
BRIDGE LIGHTING & MAINTENANCE
EXPENSE COST SHARING
NORTH & SOUTH FORK BRIDGES**



This Memorandum of Agreement, made and executed in two original copies on this 3rd day of December, 2013, 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 and County recognize the need to enhance public safety to motorists on both the North Fork and South Fork Bridges along North Shenandoah Avenue/Route 340 & 522 through the installation of lighting; and

WHEREAS, the Town and County recognize the benefit of enhancing the aesthetic appearance of the entrance corridor to the Town through the installation of similar light fixtures on both bridges; and,

WHEREAS, the Town and County recognize that both bridges are located outside the Town limits within the County of Warren; and

WHEREAS, the Town and County recognize the financial and service benefits by the lighting on both bridges being served and maintained by the Town's Department of Energy Services; and

WHEREAS, the Town and County recognize the benefit share in the expenses occurred for lighting the bridges, which are estimated at \$8,200 at the time of this agreement.

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 shall share the expense to provide power to the bridge lighting and to maintain the bridge lighting and all appurtenances thereto at a rate of 50% of all expenses.
2. The Town shall invoice the County for all bridge lighting expenses the first week of July. The County shall share in the wholesale cost of electricity incurred by the Town at a rate of 50% of all costs.
3. The County shall remit their share of the expenses within sixty (60) days of issuance of invoice by the Town.
4. The Town and County shall share the cost to upgrade/update the light fixtures as advanced technology warrants.
5. All lighting shall be night-sky compliant

WITNESS the following signatures:

For the Town of Front Royal, Virginia:

Timothy W. Darr, Mayor

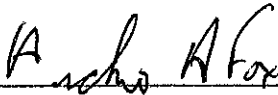
Attest:

Steven M. Burke
Town Manager

Approved as to form:

Douglas W. Napier, Esq.
Town Attorney

For the County of Warren, Virginia:



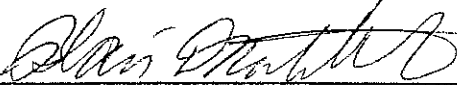
Archie A. Fox, Chairman

Attest:



Douglas P. Stanley
County Administrator

Approved as to form:



Blair D. Mitchell, Esq.
County Attorney



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

Page 1
Item No. 8

Meeting Date: March 24, 2014

Agenda Item: PUBLIC HEARING – An Ordinance to Adopt a Voluntary Settlement Agreement to Relocate a Portion of the Boundary Line Owned by Front Royal Limited Partnership (*1st Reading*)

Summary: Council is requested to consider approval of an Ordinance to adopt a Voluntary Settlement Agreement (“VSA”) to relocate a portion of the Boundary Line between the Town of Front Royal and the County of Warren to include within the Town parcels owned by Front Royal Limited Partnership (FRLP), between Happy Creek Road and Interstate 66, west of the Happy Creek Technology Park.

Budget/Funding: None

Attachments: Ordinance and Voluntary Settlement Agreement

Meetings: Several Work Sessions held in the last six months the latest March 3, 2014

Staff Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council affirm on its first reading an Ordinance to adopt a Voluntary Settlement Agreement (“VSA”) to relocate a portion of the Boundary Line between the Town of Front Royal and the County of Warren to include within the Town parcels owned by Front Royal Limited Partnership (FRLP), between Happy Creek Road and Interstate 66, west of the Happy Creek Technology Park, as presented.

ROLL CALL VOTE REQUIRED

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

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

Approved By: 

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

**AN ORDINANCE TO APPROVE THE VOLUNTARY SETTLEMENT
AGREEMENT FOR THE ANNEXATION INTO THE TOWN OF FRONT
ROYAL OF APPROXIMATELY 604.76 ACRES OF LAND BELONGING
TO FRONT ROYAL LIMITED PARTNERSHIP, AS REVIEWED BY THE
COMMISSION ON LOCAL GOVERNMENT**

WHEREAS, Front Royal Limited Partnership (FRLP) has filed an application with the Commission on Local Government for the annexation from the County of Warren into the Town of Front Royal of approximately 604.76 acres of land belonging to FRLP bounded by the Front Royal-Warren County Economic Development Authority's Happy Creek technology Park to the east, the Shenandoah River and a quarry to the west, Allegheny Power transmission lines and Interstate 66 to the north, and a Norfolk Southern railroad line separating the FRLP properties from Happy Creek Road to the south; and

WHEREAS, the Front Royal Town Council (the Town), the Board of Supervisors (the County) and FRLP have negotiated and agreed upon the terms and conditions for a boundary change to settle the requested annexation by a Voluntary Settlement Agreement (the Agreement) as an alternative to a fully contested litigation and have submitted two versions of the Agreement (one between all three parties, being the Town, the County, and FRLP; and a second between the Town and the County) to the Commission on Local Government (the Commission) for review and recommendation; and

WHEREAS, the Commission has reviewed the two versions of the Agreement, and has recommended approval of the second version (between the Town and the County) based upon the Commission's belief that voluntary settlement agreements cannot include non-governmental entities as parties; and

WHEREAS, the County and the Town desire to adopt and present to the Circuit Court for approval both versions of the Agreement in the alternative as options to be approved;

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia, that the Town Council consents to the adjustment of the FRLP property into the Town's corporate limits; that this

Ordinance is the implementation of the Town Council's approval and adoption of the Commission's review and recommendation aforesaid; that the said Town Council endorses, approves and adopts the terms of both versions of the Voluntary Settlement Agreement as negotiated and drafted by the Town Attorney, the County Attorney, and FRLP; that the said Town Council authorizes the Mayor of the Town of Front Royal to execute both versions of the Voluntary Settlement Agreement on its behalf; and the said Town Council directs that, in the filing of a petition and law suit in the Circuit Court to accomplish the annexation, the Town Attorney, in conjunction with the County Attorney for Warren County and any other appropriate party, forward both versions of the Agreement, in the alternative, to the Circuit Court with a request that the Circuit Court endorse the three-party version if the Court deems it to be appropriate and lawful, or, in the alternative, that the Court endorse the two-party version if the Court finds that FRLP cannot be a party to the Agreement.

This ordinance shall be effective upon enactment.

THIS ORDINANCE was advertised in the Northern Virginia Daily on

_____ and _____, 2014, was adopted by the Town Council during the first reading held during the regular Council Meeting of _____, 2014, and was enacted during its second and final reading during the regular Council Meeting of _____

_____, 2014, upon the following recorded vote:

Motion to Approve by: _____

Seconded by: _____

Votes:

Daryl L. Funk _____

Bret W. Hrbek _____

Thomas H. Sayre _____

N. Shae Parker _____

Hollis L. Tharpe _____

Eugene R. Tewalt _____

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

**Jennifer E. Berry,
Clerk of Council**

APPROVED AS TO FORM AND LEGALITY:

**Douglas W. Napier,
Town Attorney**

Date

**VOLUNTARY SETTLEMENT AGREEMENT BETWEEN THE TOWN
OF FRONT ROYAL, VIRGINIA, WARREN COUNTY, VIRGINIA, AND
FRONT ROYAL LIMITED PARTNERSHIP**

THIS VOLUNTARY SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2013, and executed in triplicate originals (each executed copy constituting an original), by and between the TOWN OF FRONT ROYAL, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (hereinafter the "Town"), the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter the "County"), and FRONT ROYAL LIMITED PARTNERSHIP, a Virginia Limited Partnership (hereinafter "FRLP"). Together the Town, County, and FRLP are collectively identified as the "Parties."

RECITALS

R-1. WHEREAS, the Parties have reached this Agreement pursuant to Title 15.2, Chapter 34, of the Code of Virginia, (i) providing for the annexation of certain territory of the County into the Town, and (ii) providing for the development of the annexation areas in accordance with a jointly approved land use plan, and

R-2. WHEREAS, FRLP is the owner of a certain tract of land containing approximately 604 acres (hereinafter the "FRLP Property"), as the same is more thoroughly identified below, and

R-3. WHEREAS, the Town and the County, after due consideration, have determined and agree that the Town's boundaries should be adjusted and relocated as identified herein, and that certain other matters should be resolved between the Parties, and

R-4. WHEREAS, FRLP desires that the FRLP Property be annexed into the Town pursuant to these terms and conditions, and

R-5. WHEREAS, the Parties have determined that this Agreement is necessary to ensure the effective provision of public services to the area to be adjusted into the Town,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the receipt and sufficiency of which are conclusively agreed, the Parties agree as follows:

SECTION 1. DEFINITIONS

The Parties agree that the following words, terms, and abbreviations as used in this Agreement shall have the following defined meanings, unless the context clearly provides otherwise:

- 1.1. "Town" means the Town of Front Royal, Virginia.
- 1.2. "Town Council" means the Town Council of the Town of Front Royal, Virginia.
- 1.3. "County" means the County of Warren, Virginia.
- 1.4. "Board of Supervisors" means the Board of Supervisors of the County of Warren, Virginia.
- 1.5. "Code" means the Code of Virginia (1950), as amended. A reference to a specific Code provision shall mean that Code provision as it existed on the date of execution of this Agreement or any successor provision should the Code be amended after execution of this agreement.
- 1.6. "Commission" means the Virginia Commission on Local Government.

- 1.7. "Effective Date of the Annexation" shall be the first day of the second calendar month after entry of the Order by the Special Three-Judge Court appointed pursuant to Va. Code § 15.2-3400 to affirm, validate and give full force and effect to this Agreement.
- 1.8. "Future Land Use Plan" refers to the exhibit prepared by Bowman Consulting entitled "Future Land Use Plan of Annexation Area, Front Royal Limited Partnership Property," dated March 20, 2013, and attached as Exhibit A.
- 1.9. "Market Rate Dwellings" means all types of dwelling units not restricted to persons aged 55 years and older.
- 1.10. "Section" refers to the parts of this Agreement unless the context indicates that the reference is to sections of the Code.
- 1.11. "Special Court" means the Special Three-Judge Court appointed by the Supreme Court of Virginia pursuant to Title 15.2, Chapter 30, of the Code.
- 1.12. "Subsection" refers to the parts of this Agreement set out in the various "Sections."

SECTION 2. VOLUNTARY ANNEXATION OF PROPERTY BY THE TOWN

2.1. Annexation Agreement. The Town and the County agree to the annexation by the Town of certain territory consisting of the FRLP Property, more specifically described by metes and bounds on the attached Exhibit B. A survey showing the FRLP Property to be annexed shall be prepared (the "Survey"). The area so identified is referred to herein as the "Annexation Area," and is generally described as the area lying to the

northeast of the existing Town boundaries to the north of Happy Creek Road, to the west of State Route 606 (Shenandoah Shores Road), and to the south of Interstate 66. It comprises approximately 604 acres of land more or less.

2.2. Submission of the Survey. The Survey shall be submitted to and filed with the Commission and the Special Court appointed to affirm, validate, and give full force and effect to this Agreement.

2.3. Extension of Municipal Utility Services. Except as otherwise provided herein, the Town agrees that upon the Effective Date, the Town will permit the extension of its municipal utility services to the Annexation Area on the same basis and at the same level and rates as such services are now or hereafter provided to the areas within its current corporate limits where like conditions exist. The owner of property within the Annexation Area shall be responsible for the costs of extension of public utility services.

2.4. Electric Utility Service Endorsement The County and FRLP will favorably endorse, at such reasonable times and in such reasonable manner as the Town may request, expansion of the Town's electric utility service to the Property upon its becoming part of the Town.

SECTION 3. LAND USE AND ZONING ARRANGEMENTS IN THE ANNEXATION AREA

3.1. Future Land Use. Pursuant to the provisions of Va. Code Ann. § 15.2-3400(2), the Parties agree that the orderly development of the Annexation Area is in the best interest of the Parties and to that end the Parties agree that the Future Land Use Plan (Exhibit A), which depicts the proposed land use for the Annexation Area, represents a reasonable and appropriate conceptual Plan for the future development of that Area subject to further consideration during the rezoning process.

3.2. Comprehensive Plan Amendment. The Town and the County agree that promptly upon validation of this Agreement by order of the Special Court, each will use its best good faith efforts to amend its Comprehensive Plan to incorporate the Future Land Use Plan therein. Nothing herein shall prohibit the Town and County from repealing, modifying, or amending the Future Land Use Plan, with the mutual consent of both parties, and in accordance with law.

3.3. Transitional Zoning Classification of the Annexation Area. As of the Effective Date the Property within the Annexation Area shall be classified "Agriculture and Open Space Preservation District A-1" pursuant to the Town's Zoning Ordinance. This District shall apply to the Annexation Area pending the orderly amendment of the Town's Zoning Ordinance and Zoning Map as set forth herein.

3.4. Future Zoning Actions with Respect to the Annexation Area. Application to rezone all or a portion of the Annexation Area may be made at any time in accordance with law, provided that the Town will not approve a rezoning of all or a portion of the Property that would result in the construction of more than 818 Market Rate Dwelling units on the Property, for the duration of this Agreement. Single-family detached Market Rate Dwellings shall comprise not less than 1,600 square feet of habitable space.

3.4.1. The Town further agrees that no rezoning application that may be filed with respect to the Annexation Area shall be approved, except as further provided below, unless the Applicant agrees to contribute to the County \$12,500 for each Market Rate Dwelling unit for which a building permit is issued. Each such payment shall be made to the County prior to issuance of a certificate of occupancy for such units. Such

contributions shall be set forth in a conditional zoning proffer statement submitted in connection with any rezoning.

3.4.2. The aforesaid cash payments to the County shall be adjusted annually in accordance with the Urban Consumer Price Index ("CPI-U"), as published by the United States Department of Labor, published most nearly to, and following January 1st annually, subject to a cap of 2% per year, non-compounded, said adjustments to begin on the second anniversary of the Effective Date.

3.4.3. In order to offset the substantial initial infrastructure costs that must be incurred in connection with the development of the Annexation Area, it shall constitute compliance with the foregoing requirement for payments to the County if, in connection with any such rezoning, the Applicant proffers that the first 50% of all approved Market Rate Dwelling units shall contribute 70% of the aforesaid per unit contribution, and the remaining 50% of the Market Rate Dwelling units shall contribute 130% of the aforesaid per unit contribution, as the amount of those contributions may be adjusted in accordance with section 3.4.2. This provision shall not relate to or affect any proffered payments to the Town that may be agreed to in connection with a rezoning of all or a portion of the Property.

3.4.4. In addition to the foregoing, the Applicant in any such rezoning shall receive a credit against the foregoing monetary contributions to the County in the dollar value of any proffered and accepted dedications to the County of real property for public use. At the time of any such dedication the Applicant and the County shall each select a real estate appraiser licensed and in good standing in the Commonwealth of Virginia, who shall select a third such real estate appraiser, and together those appraisers

shall establish a value for the real property so dedicated. Such determination shall be final.

3.4.5. In connection with any development of the Annexation Property, the Town and the County agree that if the finally approved alignment of the East/West Connector requires the dedication of publicly-owned right-of-way in the vicinity of Bing Crosby Stadium, the County and the Town shall use their best good faith efforts to dedicate such right-of-way, at no cost to either jurisdiction, in a timely manner so as to permit the construction of that Connector. In the event that any such dedication adversely affects existing uses on such publicly-owned properties, FRLP shall reimburse the affected jurisdiction in connection with and as a proffer made in any rezoning application as provided for herein, for costs that the jurisdiction may be required to incur as a consequence of that dedication.

3.4.6. Upon the submission of all materials required for a rezoning Application, the Town agrees that it shall use its best good faith efforts to reclassify the property included in the rezoning application within twelve months of the receipt thereof, subject to applicable requirements of the State Code and local ordinances regarding the rezoning of property.

3.4.7. For the purposes of this Agreement, a complete rezoning application shall be an application that contains the submission materials required by the provisions of the Front Royal Town Code and the Code of Virginia, in form and substance acceptable to the Town's Director of Planning. In the event that the Director determines that an Application is incomplete, he shall advise the applicant in writing of deficiencies noted within 10 business days of receipt thereof, and shall advise the

applicant therein what information or other materials are required in order to complete the Application. The Director's acceptance of any such Application for processing shall not be unreasonably withheld.

SECTION 4. COMMISSION AND SPECIAL COURT APPROVAL

4.1. Commission on Local Government Review. The Town and the County agree to initiate promptly the steps necessary and required by Title 15.2, Chapter 34 of the Code to obtain review of this Agreement by the Commission.

4.2. Special Court Approval. Following the issuance of the report of findings and recommendations by the Commission, the Town and the County agree that they will take all steps necessary and will submit this Agreement in its approved form to a Special Court for affirmation and validation and to give it full force and effect, as required by Title 15.2, Chapter 34 of the Code.

4.3. Termination for Failure to Affirm and Validate and Give Full Force and Effect to This Agreement. The Parties agree that if this Agreement is not affirmed, validated, and given full force and effect by the Special Court without modification, this Agreement shall immediately terminate. However, the Parties may waive termination by mutually agreeing to any modifications recommended by the Special Court.

SECTION 5. AUTHORIZATION FOR THE EXECUTION OF THIS AGREEMENT.

5.1. The Town has authorized the execution and implementation of this Agreement by resolution of the Town Council, a copy of which is attached hereto as Exhibit D.

5.2. The County has authorized the execution and implementation of this Agreement by resolution of its Board, a copy of which is attached hereto as Exhibit E.

SECTION 6. FURTHER REQUIREMENTS.

6.1. Each Party agrees to perform such other and further actions as may be necessary to effectuate this Agreement and the terms and conditions hereof. Each Party further agrees that it shall expeditiously perform those duties and obligations that may be imposed on it by the terms of this Agreement, including, but not limited to, the preparation and submission of necessary materials required for application to the Commission on Local Government, the Special Court, and for approval by the United States Department of Justice.

6.2. The Town agrees to support any applications by FRLP for public funding from sources other than the Town to the extent that it does not interfere with the Town's establishment of legislative priorities, for construction of the East-West Connector road.

SECTION 7. DURATION OF AGREEMENT.

7.1. This Agreement shall remain in effect until the later of a period of twenty-five (25) years from the Effective Date, or, with respect to the Land Use and Zoning Arrangements referenced herein, the development of the Property is complete. For the purposes of this Agreement, development of the Property shall be deemed complete upon the issuance of a building permit for the last Market Rate Unit authorized to be constructed on the Property.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1. Binding Effect. This Agreement contains the final and entire agreement between the Parties with respect to the matters addressed herein, and is intended to be an integration of all prior understandings with respect thereto. It shall be binding upon and

inure to the benefit of FRLP, the Town, and the County, future governing bodies of the Town and the County, and upon the heirs, successors, or assigns to or of any Party.

8.2. Amendments. This Agreement may be amended, modified, or supplemented in whole or in part, by mutual agreement of the Parties, by a written document of equal formality and dignity, duly executed by the authorized representatives of the Parties as may be permitted by law.

8.3. Enforceability. This Agreement shall be enforceable only by the Special Court or by a successor Special Court appointed to pursuant to Title 15.2, Chapter 30 of the Code, pursuant to a declaratory judgment action initiated by any of the Parties to secure the performance of any provisions, covenants, conditions and terms contained in this Agreement or the Order affirming, validating, and giving full force and effect to this Agreement.

8.4. Alternative dispute resolution. The parties to this agreement may, upon mutual written concurrence, submit any dispute arising hereunder to a mediator to facilitate the settlement of the dispute if otherwise permitted by law.

8.5. Standing. The Parties agree that each has standing to enforce any of the provisions, covenants, conditions, and terms of this Agreement.

8.6. Exhibits. All exhibits referenced herein are incorporated into this Agreement by reference thereto.

IN CONSIDERATION of the foregoing, the authorized representatives of FRLP, the Town, and the County have executed this Agreement in triplicate as of the date and year first herein written.

{SIGNATURES APPEAR ON FOLLOWING PAGES}

TOWN OF FRONT ROYAL, VIRGINIA

Mayor

Date: _____

WARREN COUNTY, VIRGINIA

Chairman of the Board of Supervisors

Date: _____

FRONT ROYAL LIMITED PARTNERSHIP,
a Virginia limited Partnership

By: MVA Limited Partnership, general partner of
Front Royal Limited Partnership

By: DOC Corporation, general partner of MVA
Limited Partnership

By: _____
David A. Vazzana, President of
DOC Corporation

Date: _____



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

Page 1
Item No. 9

Meeting Date: March 24, 2014

Agenda Item: PUBLIC HEARING – An Ordinance to Amend Chapter 80 of the Town Code
Pertaining to Fireworks (*1st Reading*)

Summary: Council is requested to consider an Ordinance to amend Chapter 80 of the Town Code pertaining to fireworks. The most important provisions of the proposed amendments are clarifying what are prohibited fireworks; and requiring that permits for storage or display of fireworks within the Town limits be obtained from the Warren County Fire Marshall instead of Town Council.

Budget/Funding: None

Attachments: Ordinance amendment

Meetings: Work Session held March 3, 2014

**Staff
Recommendation:** Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an Ordinance to amend Chapter 80 of the Town Code pertaining to fireworks, as presented.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JTB

ORDINANCE TO AMEND CHAPTER 80 OF THE FRONT ROYAL TOWN CODE PERTAINING TO FIREWORKS

WHEREAS, the County of Warren has instituted a Fire Marshall to oversee and regulate fire related issues in the County; and,

WHEREAS, the County of Warren regulations currently require approval of the Town Manager for storage and display of fireworks within the Town limits; and,

WHEREAS, the Town desires to simplify the process of regulating the storage and display of fireworks by requiring that permits be obtained from the Warren County Fire Marshall instead of Town Council; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia the Chapter 80 of the Front Royal Code be hereby amended as follows:

80-1 PROHIBITIONS

No person, firm or corporation shall store, use, possess, manufacture, sell or offer for sale firework as defined by VAC 27-95 to include any firecracker, torpedo, skyrocket or other substance or thing of whatever form or construction that contains any explosive or inflammable compound or substance. ~~containing nitrates, chlorates, oxalates, sulfides of lead, barium, antimony, nitroglycerin, phosphorous or any other explosive or flammable compound or substance and intended or commonly known as "fireworks".~~

80-2 EXCEPTIONS

A. This chapter shall not apply to the use or the sale of permissible fireworks as defined by VAC 27-95 ~~sparklers, fountains, pharaoh's serpents, caps for pistols or to pinwheels commonly known as "whirligigs" or "spinning jennys"~~, provided that said fireworks listed in this section may only be used, ignited or exploded on private property with the consent of the owner of such property.

B. This chapter shall have no application to any officer or member of the Town Police Department or the Armed Forces of this state or the United States while acting within the scope of his authority and duties as such, nor shall it be applicable to the sale or use of said materials when used or to be used by any person for signaling or other emergency use in the operation of boat, railroad train or other vehicle for the transportation of persons or property.

80-3 PERMITS FOR FIREWORKS DISPLAY

~~The Town Council of Front Royal shall have the power to provide for the issuance of permits, upon application in writing, for the display of fireworks by fair associations, amusement parks or by any organization or group of individuals under such terms and conditions as the Town Council may prescribe and upon payment of an application fee of fifty dollars (\$50.) After such permit has been issued, sale, storage, use and possession of fireworks may be made for use under~~

such permit. Any storage or display of fireworks within the Town limits shall be required to obtain a permit from the Warren County Fire Marshall

80-4 VIOLATIONS AND PENALTIES

Violations of this chapter shall be punished as misdemeanors.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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

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

A public hearing on the above was held on _____, 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.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

Page 1
Item No. 10

Meeting Date: March 24, 2014

Agenda Item: PUBLIC HEARING – Resolution Authorizing the Issuance and Sale of General Obligation Water System and Refunding Bonds to Finance an Expansion and Upgrade of the Water Treatment Plant and Refinance a Portion of an Existing Loan on the Project Completed in 2012.

Summary: An application has been made for the Town to participate in the spring 2014 funding pool through the Virginia Resource Authority (VRA) to assist with funding for the mandated upgrades required for the Water Treatment Plant and to refinance a portion of an existing loan on the project completed in 2012. Council is requested to approve a Resolution Authorizing the Issuance and Sale of General Obligation Water System and Refunding Bonds to Finance an Expansion and Upgrade of the Water Treatment Plant and Refinance a Portion of an Existing Loan on the Project Completed in 2012, in the principal amount not to exceed \$3,250,000.00; and, to authorize staff to complete all necessary documentation pertaining to the issuance and sale of the bonds.

Budget/Funding: None

Attachments: Resolution

Meetings: Work Session held March 17, 2014

Staff Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council approve a Resolution Authorizing the Issuance and Sale of General Obligation Water System and Refunding Bonds to Finance an Expansion and Upgrade of the Water Treatment Plant and Refinance a Portion of an Existing Loan on the Project Completed in 2012, in the principal amount not to exceed \$3,250,000.00. I further move that Council authorize staff to complete all necessary documentation pertaining to the issuance and sale of the bonds.

ROLL CALL VOTE REQUIRED

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

Approved By: JB

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
GENERAL OBLIGATION WATER SYSTEM AND REFUNDING BOND,
SERIES 2014 OF THE TOWN OF FRONT ROYAL, VIRGINIA, AND
PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF**

The Town of Front Royal, Virginia (the "Town") is a political subdivision of the Commonwealth of Virginia, and pursuant to the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), the Council of the Town (the "Council") is authorized to contract debts on behalf of the Town and to issue, as evidence thereof, bonds, notes or other obligations payable from pledges of the full faith and credit of the Town.

The Town desires to issue its General Obligation Water System and Refunding Bond, Series 2014 (the "Local Bond") to (i) refund a portion of its General Obligation Water System Bond, Series 2006 (the "Refunded Obligations"), (ii) finance an expansion and upgrade of the Town's water treatment plant including but not limited to site work, electrical work, improvements to the chemical storage and feed systems, mixing and/or aeration systems for water storage tanks, the addition of ultraviolet reactors and a chlorine dioxide generator, and related equipment, piping and valves (the "Project") and (iii) pay the costs of issuing the Local Bond.

The Refunded Obligations were originally issued to finance the acquisition, construction, development and equipping of an expansion of the Town's water treatment plant, including but not limited to improvements to the chemical storage and feed systems, modernized control systems and new settling basins, as well as pay costs of issuance.

The Council held a public hearing on March 24, 2014 with respect to the issuance of the Town's general obligation bonds in the maximum aggregate principal amount of \$3,250,000 to finance the Project and the costs of issuance.

The Town has applied to the Virginia Resources Authority (the "VRA") to participate in the VRA's pooled bond program. VRA will use a portion of the proceeds of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2014A (the "VRA Bonds") to purchase the Local Bond. Subject to final approval by VRA's Board of Directors on March 25, 2014, VRA is agreeing to purchase the Local Bond pursuant to the terms of a Local Bond Sale and Financing Agreement, dated as of April 3, 2014 (the "Financing Agreement"), between the Town and VRA.

The Town has indicated that the amount of proceeds being requested from VRA is equal to the sum of approximately \$2,900,000 related to the Project and local costs of issuance plus an amount necessary to provide for the escrow related to the Refunded Obligations (the "Proceeds Requested"), provided such sum does not exceed the maximum principal amount of the Local Bond authorized pursuant to this Resolution.

VRA has advised the Town that VRA's objective is to pay the Town as the purchase price for the Local Bond an amount which, in VRA's judgment, reflects the market value of the Local Bond (the "VRA Purchase Price Objective"), taking into consideration such factors as the maximum authorized par amount of the Local Bond, the Targeted Savings (as hereinafter defined) for that portion of the Local Bond constituting refunding bonds, the Proceeds Requested, the purchase price to be received by VRA for the VRA Bonds, the issuance

costs of the VRA Bonds (consisting of the underwriters' discount and other costs incurred by VRA (collectively, the "VRA Costs")) and other market conditions relating to the sale of the VRA Bonds.

Such factors may result in the Town receiving an amount other than the Proceeds Requested and consequently (i) the aggregate principal amount of the Local Bond may be greater than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, or (ii) if the maximum authorized aggregate amount of the Local Bond set forth in paragraph 2 of this Resolution does not exceed the Proceeds Requested by at least the amount of the VRA Costs and any original issue discount, the amount to be paid to the Town, given the VRA Purchase Price Objective and market conditions, will be less than the Proceeds Requested.

There have been made available to the members of the Council at this meeting preliminary drafts of the forms of the Local Bond and the Financing Agreement.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA:

1. The Council hereby finds and determines that it is in the best interests of the Town to proceed with the financing of the Project and the refunding of the Refunded Obligations. After consideration of the methods of financing the Project and the refunding of the Refunded Obligations, it is hereby determined that it is in the best interests of the Town to accept, and the Town does hereby accept, the offer from VRA for the financing of the Project and the refunding of the Refunded Obligations as contemplated by the Financing Agreement, subject to final approval by VRA's Board of Directors on March 25, 2014.

2. The Local Bond shall be issued as a single, registered bond, shall be designated "General Obligation Water System and Refunding Bond, Series 2014," shall be numbered R-1 and shall be dated the date required by VRA. The aggregate principal amount of the Local Bond shall not exceed \$_____, the "true" interest cost of the Local Bond shall not exceed 5.00% per annum (exclusive of "supplemental interest" as provided in the Financing Agreement) and the Local Bond shall mature no later than November 30, 2035. Interest and principal on the Local Bond shall be payable on the dates set forth in the Local Bond. Given the VRA Purchase Price Objective and market conditions, it may become necessary to issue the Local Bond in an amount greater than the Proceeds Requested. If the limitation on the maximum aggregate principal amount of Local Bond set forth in this paragraph 2 restricts VRA's ability to generate the Proceeds Requested, taking into account the VRA Costs, the VRA Purchase Price Objective and market conditions, the purchase price of the Local Bond will result in an amount less than the Proceeds Requested. Subject to the foregoing limitations, the Town authorizes VRA to establish the final principal amount of the Local Bond, the final interest rates on the Local Bond and the final principal amortization schedule (including principal installment dates and amounts) for the Local Bond. No further action or approval of such financing terms shall be necessary on the part of the Town. The Town may, at its option, redeem or refund the Local Bond upon the terms set forth therein and in the Financing Agreement.

As set forth in the Financing Agreement, the Town agrees to pay the "supplemental interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish the VRA Reserve and, on the demand of VRA, a late payment penalty if any payment due on the Local Bond is not paid within ten days after its due date.

The principal of, premium, if any, and interest on the Local Bond and amounts payable under the Financing Agreement shall be payable in lawful money of the United States of America.

3. The Local Bond shall be signed by the Mayor or Vice Mayor of the Town and the Town's seal shall be affixed thereon and attested by the Clerk or Deputy Clerk of the Town. The Local Bond shall be issued as a typewritten bond in substantially the form made available at this meeting, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Mayor or Vice Mayor, whose approval shall be evidenced conclusively by the execution and delivery of such Local Bond.

4. The full faith and credit of the Town are irrevocably pledged for the payment of principal of, premium, if any, and interest on the Local Bond. Unless other funds are lawfully available and appropriated for timely payment of the Local Bond, the Town shall levy and collect an annual *ad valorem* tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay the principal of, premium, if any, and interest on the Local Bond, as the same become due.

5. The Financing Agreement shall be in substantially the form submitted to this meeting, which is hereby approved, with such completions, omissions, insertions and changes (including the change of the date of the Financing Agreement) as may be subsequently approved by the Mayor and Vice Mayor of the Town and the Town Manager, any of whom may act, which approval shall be evidenced conclusively by the execution and delivery of the Financing Agreement by such Mayor or Vice Mayor of the Town or the Town Manager.

6. The Mayor and Vice Mayor of the Town and the Town Manager, any of whom may act, are each hereby authorized and directed to execute and deliver the Financing Agreement. The Clerk and Deputy Clerk of the Town, either of whom may act, are each hereby authorized and directed to affix the Town seal to the Financing Agreement, if requested, and to attest the same.

7. The Council shall not proceed with the refunding of the Refunded Obligations unless the aggregate net present value debt service savings to the Town will be at least three percent (3.00%) (the "Targeted Savings"). In connection with the refunding of the Refunded Obligations, the Council hereby authorizes the execution and delivery (if necessary) of an Escrow Agreement, dated as of the date of the issuance of the Local Bond (the "Escrow Agreement") and hereby authorizes the Mayor, the Vice Mayor, the Town Manager and the Director of Finance, any of whom may act, to execute and deliver the Escrow Agreement on behalf of the Town. The Council hereby authorizes the Mayor, the Vice Mayor, the Town Manager and the Director of Finance, any of whom may act, and the escrow agent to (i) submit a subscription for the purchase and issue of United States Treasury Securities - State and Local

Government Series, (ii) obtain competitively a portfolio of securities and/or (iii) invest the proceeds as otherwise permitted by law until the payment and/or redemption dates of the Refunded Obligations.

8. The Mayor and Vice Mayor of the Town and the Town Manager and other appropriate officials of the Town, including the Clerk and Deputy Clerk of the Town, are each hereby authorized to execute and deliver all other certificates, instruments and documents, including without limitation the Non-Arbitrage Certificate and Tax Compliance Agreement, dated the date of its execution and delivery, between VRA and the Town, in the name and on behalf of the Town and to take all such further action (a) as they may consider necessary or desirable to carry out the intent and purpose of this Resolution, the issuance of the Local Bond, the financing of the Project, the refunding of the Refunded Obligations or the execution, delivery and performance of the Financing Agreement and the Escrow Agreement or (b) as may be reasonably requested by VRA in connection with any of the foregoing.

9. The Town shall initially issue the Local Bond in typewritten form. Upon request of the registered owner and upon presentation of the Local Bond at the office of the Registrar (as hereinafter defined), the Town shall arrange to have prepared, executed and delivered in exchange as soon as practicable the Local Bond in printed form in an aggregate principal amount equal to the unpaid principal of the Local Bond in typewritten form, of the same series, form and maturity and registered in such names as requested by the registered owners or their duly authorized attorneys or legal representatives. The printed Local Bond may be executed by manual or facsimile signature of the Mayor or Vice Mayor, the Town's seal affixed thereto and attested by the Clerk or the Deputy Clerk of the Town. The typewritten Local Bond surrendered in any such exchange shall be canceled.

10. The Town appoints the Town's Director of Finance as paying agent and registrar (the "Registrar") for the Local Bond. If deemed to be in its best interest, the Town may at any time appoint a qualified bank or trust company or any other person or entity as successor Registrar. Upon surrender of a Local Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate and deliver in exchange, a new Local Bond or Local Bonds having an equal aggregate principal amount, of the same series, form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, premium, if any, and interest, and the exercise of all other rights and powers of the owner.

11. If a Local Bond has been mutilated, lost or destroyed, the Town shall execute and deliver a new Local Bond of like series, form, date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Local Bond or in lieu of and in substitution for such lost or destroyed Local Bond; provided, however, that the Town shall so execute and deliver a new Local Bond only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed Local Bond, (a) has filed with the Town evidence satisfactory to the Town that such Local Bond was lost or destroyed and (b) has furnished to the Town satisfactory indemnity.

12. The Town authorizes and consents to the inclusion of information with respect to the Town in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds. The Mayor and Vice Mayor of the Town and the Town Manager are each authorized and directed to take whatever actions are necessary and/or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12.

13. The Council elects to issue the Local Bond under the provisions of the Act and without regard to the Town Charter.

14. The Council hereby selects and designates Troutman Sanders LLP as Bond Counsel with respect to the issuance of the Local Bond.

15. The Town has heretofore received and reviewed the Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the Town hereby authorizes the use of SNAP in connection with the investment of the proceeds for the Project received by the Town under the Financing Agreement, if the Mayor and Vice Mayor of the Town and the Town Manager, any of whom may act, determine that the utilization of SNAP is in the best interest of the Town. The Town acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the Town in connection with SNAP, except as otherwise provided in the Contract.

16. No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of any officer, employee or agent of the Town in his or her individual capacity, and no officer of the Town executing the Local Bond shall be liable personally on the Local Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this Resolution, provided he or she acts in good faith.

17. All acts of the Mayor and Vice Mayor of the Town and the Town Manager and other officers of the Town, regardless of whether such acts occurred prior to or occur after the adoption of this Resolution, that are in conformity with the purposes and intent of this Resolution and in furtherance of the plan of financing, the issuance of the Local Bond, the execution and delivery of the Financing Agreement and Escrow Agreement, the undertaking of the Project and the refunding of the Refunded Obligations are hereby approved and ratified.

18. The Town acknowledges that VRA is treating the Local Bond as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), including amendments thereto taking effect as of July 1, 2011, which in the event of a nonpayment thereunder authorizes VRA or VRA's trustee to file an affidavit with the Governor of Virginia (the "Governor") that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, VRA is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller of Virginia (the "Comptroller") to withhold all further payment to the Town of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the Town for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

19. The Council hereby adopts this declaration of official intent under Treasury Regulations Section 1.150-2 and declares that the Town intends to reimburse itself with the proceeds of the Local Bond for expenditures made on, after or within 60 days prior to the date hereof with respect to the Project, except that expenditures made more than 60 days prior to the date hereof may be reimbursed as to certain de minimis or preliminary expenditures described in Treasury Regulations Section 1.150-2(f) and as to other expenditures permitted under applicable Treasury Regulations. The maximum principal amount of the Local Bond expected to be issued for the Project is \$3,250,000.

20. The Town Clerk is hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the County of Warren, Virginia.

21. All resolutions, ordinances or parts thereof in conflict herewith are repealed.

22. This Resolution shall take effect immediately.

Adopted: March 24, 2014

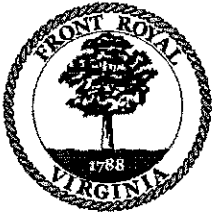
The undersigned Clerk of the Town of Front Royal, Virginia hereby certifies that the foregoing constitutes a true, correct and complete copy of a Resolution duly adopted by the Town Council of the Town of Front Royal, Virginia at a meeting duly called and held on March 24, 2014, during which a quorum was present and acting throughout, by the roll call vote set forth below, and that such Resolution has not been repealed, revoked, rescinded or amended:

<u>Council Member</u>	<u>Present/Absent</u>	<u>Vote</u>
Timothy W. Darr, Mayor		
Hollis L. Tharpe		
Thomas H. Sayre		
Bret W. Hrbek		
Daryl L. Funk		
Eugene R. Tewalt		
N. Shae Parker		

WITNESS my signature as Clerk of the Town of Front Royal, Virginia, this _____ day of March, 2014.

Clerk
Town of Front Royal, Virginia

#21872818v1
208594.000016



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

Page 1
Item No. 11

Meeting Date: March 24, 2014

Agenda Item: COUNCIL APPROVAL – Ordinance Amendment for Height and Setbacks for Wireless Telecommunication Towers (*2nd Reading*)

Summary: Council is requested to adopt on the second and final reading an amendment to the Town Code that would modify Sections 175-103 and 175-110.4. The proposed changes would modify the definition of Wireless Telephone Towers and include a provision that would allow Town Council to reduce the required setback under certain engineering specifications.

Budget/Funding: None

Attachments: Ordinance amendment

Meetings: Work Session held February 18, 2014. Public Hearing held March 10, 2014

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an amendment to the Town Code that would modify Sections 175-103 and 175-110.4 pertaining to height and setbacks for wireless telecommunication towers as presented.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JD

**ORDINANCE TO AMEND SECTIONS 175-3 AND 175-110.4 OF THE FRONT ROYAL
TOWN CODE PERTAINING TO HEIGHT AND SETBACKS FOR WIRELESS
TELECOMMUNICATION TOWERS**

WHEREAS, the proposed changes would modify the definition of Wireless Telephone Towers and include a provision that would allow Town Council to reduce the required tower setbacks under certain conditions when breakpoint technology is used; and,

WHEREAS, the proposed amendments were recommended for adoption by the Front Royal Planning Commission on December 18, 2013; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Section 175-3 and 175-110.4 of the Front Royal Code be hereby amended as follows:

Section 175-3 DEFINITIONS

BREAKPOINT TECHNOLOGY – means the particular design of a monopole wireless telecommunication tower, certified by an engineer licensed in the Commonwealth of Virginia, that devises a specified point of the structure, referred to as the breakpoint, to have stresses concentrated so that the breakpoint is at least five percent (5%) more susceptible to failure than any other point along the structure, so that in the event of a structural failure, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the structure.

FALL ZONE – means an area around the base of a wireless telecommunication tower required to be kept clear of buildings, other than those accessory to the wireless telecommunication tower, for the purpose of containing debris in the event of a tower structural failure. The fall zone is measured by a circular radius around the wireless telecommunication tower that equals the structure's height.

WIRELESS TELEPHONE (CELL — PHONE) — COMMUNICATIONS TELECOMMUNICATION TOWERS - Facilities for the proviso of personal wireless services, as defined by 47 U.S.C Section 332 (Section 704 of the Telecommunications Act of 1996), including those Federal Communications Commission licensed commercial wireless telecommunications services such as cellular, personal communications services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), and unlicensed wireless services and common carrier wireless exchange access services; also referred to generally as "tower(s)" under Section 175-110.4.

**Section 175-110.4 PERFORMANCE STANDARDS FOR WIRELESS
TELECOMMUNICATION TELEPHONE (CELL PHONE) COMMUNICATION
TOWERS**

A. The following sites shall be considered by applicants as the preferred order of location of proposed broadcasting or communication facilities:

1. Existing wireless telecommunication ~~broadcasting or communications~~ towers.

2. Public structures, such as water towers, utility structures, fire stations, bridges, and other public buildings within all zoning districts not utilized primarily for residential uses.

3. New wireless telecommunication towers structures.

B. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of Town Council that no other existing tower or structure can reasonably accommodate the applicant's proposed antenna.

C. The maximum height of any wireless telecommunication telephone (cell phone) ~~communications~~ tower shall be made a condition of the special permit, but in no event shall exceed one hundred fifty feet (150') above finished grade of the property upon which it stands.

D. Wireless telephone (cell phone) ~~communications~~ telecommunication towers shall conform to each of the following minimum setback and minimum yard requirements:

1. Towers shall have a minimum front, side and rear yard setback equal to the height of the tower; except that, Town Council may allow a reduction to these setback standards when it is designed with breakpoint technology. If the wireless telecommunication tower has been constructed using breakpoint technology, as defined, the minimum setback distance shall be equal to one hundred percent (100%) of the distance from the top of the structure to the height of the breakpoint, plus the standard minimum setback distance for the underlying zoning district; except that, in no case shall the setback be less than ½ the height of the entire tower.

2. Towers guys and accessory structures shall satisfy the minimum setback requirements of the underlying zoning district.

3. Towers shall not be located between the principal structure and a public street.

E. All towers shall be designed, structurally, electrically and in other respects, to accommodate both the applicant's antennas and comparable antennas for at least two (2) additional users.

F. Towers shall be illuminated as required by the Federal Communications Commission (FCC) and/or the Federal Aviation Administration (FAA), but no lighting shall be incorporated if not required by the FCC and/or FAA, other than essential security lighting. Site lighting shall not be directed toward adjacent properties.

G. The use of any portion of a tower for signs other than warning or equipment information signs is prohibited.

H. Before activating the facility into service the applicant/developer shall provide the Town with a certificate by a qualified consultant that the radio frequencies used by the facility shall not interfere with any other pre-existing radio frequencies in use within the coverage area of the facility including, but not limited to, public safety communication frequencies.

I. For any proposed tower, photographs shall be taken of a balloon test, which shall be conducted as follows:

1. The applicant shall provide the Administrator with at least seven (7) days prior notice of the conducting of the test; provided that this deadline may be extended due to inclement weather or by the agreement of the applicant and the Administrator.

2. The test shall consist of raising one or more balloons from the site to a height equal to the proposed facility.

3. The balloons shall be of a color or material that provides maximum visibility.

4. The photographs of the balloon test shall be taken from the nearest residence and from appropriate locations on abutting properties, along each publicly used road from which the balloon is visible, and other properties and locations as deemed appropriate by the Administrator.

J. If antennas are proposed to be added to an existing structure, all existing antennas and other equipment on the structure, as well as all ground equipment, shall be identified by owner, type and size. The method(s) by which the antennas will be attached to the mounting structure shall be depicted.

K. The Town shall require the review of the application by a third-party consultant retained by the Town at the expense of the applicant.

L. The applicant shall execute a letter of intent to allow other parties to share space (co-locate) on their tower and negotiate in good faith with other interested parties, including the Town Council and the Board of Supervisors of Warren County for emergency services radio and telephone facilities.

M. The tower construction shall be of a design that minimizes the visual impact of the tower and related facilities shall be camouflaged and/or screened from view from adjacent properties and rights-of-way to the greatest extent practicable. To this end, the application must provide for the retention of existing stands of trees and the installation of screening where existing trees do not mitigate the visual impact of the facility. Such screening shall, at a minimum, include a double row of evergreen trees at least two inches (2") in diameter at breast height separated by not further than ten feet (10') on center. The Planning Commission may recommend and the Council may require additional trees and screening when the minimum provisions do not mitigate adverse visual impacts of the facility.

N. The electromagnetic fields produced by the facility and any attachments to the tower do not exceed the radio frequency emissions standards established by the American National Standards Institute (ANSI).

O. The tower shall be inspected annually and certified as safe by a private firm acceptable to the Town and contracted for by the applicant. A copy of the inspection report with a certification that the tower is structurally safe and all microwave equipment is in proper working condition shall be provided to the Town Manager.

P. The tower shall be demolished and removed within ninety (90) days after abandonment. In order to ensure the demolition and removal of the tower, the applicant shall post and keep in place a renewable letter of credit or other security with adequate surety in a form acceptable to

the Town Attorney and in an amount reasonably determined by the Town to be sufficient to pay for the costs of demolition and removal.

Q. Any equipment cabinet not located within an existing building shall be fenced only with the approval of the Administrator upon finding that the fence: (i) would protect the facility from trespass in areas of high volumes of vehicular or pedestrian traffic or in rural areas, to protect the facility from livestock or wildlife; (ii) would not be detrimental to the character of the area; (iii) would not be detrimental to the public health, safety or general welfare; and (iv) shall assist in the effective screening of the facility.

R. Each tower shall be constructed so that all cables, wiring and similar attachments that run vertically from the ground equipment to the antennas are placed on the pole to face the interior of the property and away from public view, as determined by the Administrator, or so that vertical cables, wiring and similar attachments are contained within the tower's structure.

S. The following shall be submitted to the Administrator after installation of the tower is completed and prior to issuance of a certificate of occupancy: (i) certification by a registered surveyor stating the height of the tower, measured both in feet above ground level and in elevation above mean sea level, using the benchmarks or reference datum identified in the application; and (ii) certification stating that any lightning rod's height does not exceed two (2) feet above the top of the tower and width does not exceed a diameter of one (1) inch.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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

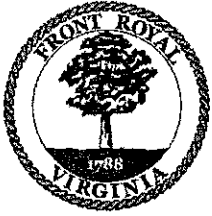
Thomas H. Sayre	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
N. Shae Parker	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 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.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____



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

Page 1
Item No. 12

Meeting Date: March 24, 2014

Agenda Item: COUNCIL APPROVAL – Ordinance Amendment for “Finished” Side of Fences *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading an amendment to the Town Code that would modify Section 175-102. The proposed changes would require new fences to be constructed to face neighboring residential properties and public streets with the finished side.

Budget/Funding: None

Attachments: Ordinance amendment

Meetings: Work Session held February 18, 2014. Public Hearing held March 10, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an amendment to the Town Code that would modify Section 175-102 pertaining to the “finished” side of fences as presented.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JB

**ORDINANCE TO AMEND SECTION 175-102 OF THE FRONT ROYAL TOWN CODE
PERTAINING TO FENCES**

WHEREAS, the proposed changes would require that the finished side of a fence face neighboring residential properties and public streets; and,

WHEREAS, if adopted would only apply to new fences; and,

WHEREAS, the proposed amendments were recommended for adoption by the Front Royal Planning Commission on December 18, 2013; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Section 175-102 of the Front Royal Code be hereby amended as follows:

175-102 FENCES

A. No fragile, readily flammable material, such as paper, cloth or canvas, shall constitute a part of any fence, nor shall any such material be employed as an adjunct or supplement to any fence.

B. Fences on corner lots shall meet the requirements of Section 175-101.

C. Fences in residential districts shall not exceed the height of four (4) feet in the required front yard or six (6) feet in the side or rear yard as measured from the top most point thereof to the ground or surface, along the center line of the fence.

D. Within commercial zoning districts, fences located within the front yard shall not exceed the height of six (6) feet as measured from the top most point thereof to the ground or surface, along the center line of the fence. Fences located within commercial zoning districts may be eight (8) feet in height when located within a side or rear yard. The Planning Director may authorize fences in the front yard to be up to eight (8) feet in height when the additional height is determined to be necessary for safety or screening purposes of permitted uses. Appropriate landscape screening may be required for approval of additional fence height in the front yard.

E. Fences surrounding industrial sites, public playgrounds, institutions or schools may not exceed a height of fourteen (14) feet.

F. No fence shall be constructed or altered to include protruding nails, or other materials, that would create a dangerous condition.

G. Notwithstanding the other requirements of this chapter, a finished fence side shall face toward improved public streets and adjoining lots used for residential purposes. For the purposes of this requirement, a finished fence side shall consist of the side covered with pickets, or similar material, such as, but not limited to, panels, wire, and/or fabric, if any, and opposite of a side with exposed rails, or similar supports, excluding posts and caps. Illustration 175-102.G. depicts a typical finished side of a fence.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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

Thomas H. Sayre Yes/No

Bret W. Hrbek Yes/No

Hollis L. Tharpe Yes/No

Eugene R. Tewalt Yes/No

N. Shae Parker Yes/No

Daryl L. Funk Yes/No

A public hearing on the above was held on _____, 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.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

Page 1
Item No. 13

Meeting Date: March 24, 2014

Agenda Item: COUNCIL APPROVAL— Ordinance Amendment to Set Real Estate and Personal Property Taxes for Fiscal Year 2014-2015 (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an amendment to the Town Code 75-44 (C) as presented to set the Town Real Estate Tax Rate at \$.13 per \$100 assessed value, which represents an increase of \$.02 over the current year's rate; the Personal Property Tax Rate at \$.64 per \$100 assessed value, which represents no increase over the current year's rates. The increase in the real estate tax rate will be used for the new Police Department Headquarters and the construction of the Leach Run Parkway. If approved the new rate would go into effect upon passage (this was amended from July 1, 2014 as shown in the previously). At the public hearing on March 10th, Council voted to "include a sunset clause that one once the Police Department and the Leach Run service debt is met, that the Town would revert back to the original tax rate". This clause has been incorporated into the ordinance for consideration.

Budget/Funding: None

Attachments: Ordinance and FY15 Budget Prep Worksheet

Meetings: Work Sessions held February 3 & 18, 2014. Public Hearing held March 10, 2014

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council adopt on its second and final reading an amendment to the Town Code 75-44 (C) as presented to set the Real Estate Tax Rate at \$.13 per \$100 assessed value which represents an increase of \$.02 over the current year's rate to be used for the new Police Department Headquarters and the construction of Leach Run Parkway; and, the personal property tax rate at \$.64 per \$100 assessed value, which represents no increase over the current year's rate for Fiscal Year 2014-2015, effective upon passage.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JSB

**AN ORDINANCE TO AMEND SECTION 75-44 (C) OF THE FRONT ROYAL TOWN
PERTAINING TO REAL ESTATE AND PERSONAL PROPERTY TAX RATES**

WHEREAS, the consideration of the Real Estate Tax Rate to be increased \$.02 to \$.13 per \$100 assessed value and Personal Property Tax Rate to remain at the current rate of \$.64 for Fiscal Year 2014-2015; and,

WHEREAS, such increase of the Real Estate Tax Rate shall be used for the new Police Department Headquarters and the construction of Leach Run Parkway; and,

NOW THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia, that 75-44 (C) of the Front Royal Town Code is hereby amended and re-enacted as follows:

**75-44 DELINQUENT TAX LISTS - MAILING OF BILLS; DUE DATES, PENALTY
AND INTEREST; IMPOSITION OF THE TAXES AND RATES**

C. There is hereby imposed upon all real property within the limits of the Town of Front Royal, Virginia, a tax in the amount of ~~eleven~~ **thirteen** cents (~~\$0.11~~) (**\$0.13**) per one hundred dollars (\$100.00) of assessed valuation, and a tax upon all tangible personal property located within the limits of the Town of Front Royal, Virginia, in the amount of sixty cents (\$0.64) per one hundred dollars (\$100.00) of assessed valuation. **The tax imposed upon real property within the limits of the Town of Front Royal, Virginia, shall be decreased by \$0.02 to \$0.11 per \$100 assessed value, which is reinstatement of the previous Real Estate Tax Rate for Fiscal Year 2013-2014, upon completion of payment of debt service of the new Police Department Headquarters and construction of Leach Run Parkway; and Town Code Section 75-44.C. shall thereupon be amended accordingly to reflect said decrease and reinstatement of such previous reduced Real Estate Tax Rate.**

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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

Thomas H. Sayre Yes/No
Hollis L. Tharpe Yes/No
N. Shae Parker Yes/No

Bret W. Hrbek Yes/No
Eugene R. Tewalt Yes/No
Daryl L. Funk 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.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____



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

Page 1
Item No. 14

Meeting Date: March 24, 2014

Agenda Item: COUNCIL APPROVAL – Resolution for Technology Zone Qualification – Mirandum Pictures

Summary: Mirandum Pictures located at 214 Jackson Street has been determined by the Board of Directors of the Industrial Development Authority to meet the definition of Technology Business as defined in Section 75-59 of the Town's Technology Zone Ordinance and Section 162-2 of the County's Technology Zone Ordinance, as a "Video Production, Software Design and Development, and Content Developers". Council is requested to approve a Resolution that grants the BPOL License Credit in detail.

Budget/Funding: None

Attachments: Resolution, Application and Town Code

Meetings: None

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a Resolution for a Technology Zone Qualification that grants a Business, Professional, Occupation License (BPOL) Credit for Mirandum Pictures, as presented.

ROLL CALL VOTE REQUIRED

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

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

Approved By: JB

**Front Royal Warren County
Economic Development Authority**
P.O. Box 445, 400 D Kendrick Lane
Front Royal, Virginia 22630
540/635-2182
www.wceda.com

TECHNOLOGY ZONE APPLICATION

(Please open as electronic file and complete the following sections. Please amend as necessary to include all appropriate information. Add attachments as appropriate in Word format.)

Company Name: Mirandum Pictures

Address: 214 E. Jackson St.

Address: Front Royal, VA 22630

Date of Application: 02/03/2014

Telephone: 540-305-9985

Fax: N/A

Web Address: www.mirandumpictures.com

Contact Person: Colin Mason

Title: owner

Email Address: colin@mirandumpictures.com

Date of Building Occupancy: July 1, 2013

Number of Employees: 3

Approximate Value of Equipment in Facility: \$4500

Approximate Value of Leasehold Improvements: n/a

Approximate Value of Office Furnishings: \$500

When Does Lease Expire? July 1, 2014

Landlord Name and Telephone: Tom Eschelman (540-631-4988)

Describe Products and Services in Detail Including Technologies Used in the Process and A Sample of Customers:

We produce customized videos – including music videos, interviews, documentaries, animations, and short branding and/or fundraising videos.

The production process relies entirely on digital recording and editing technologies: Footage is recorded on the Canon EOS 5D or the Blackmagic Cinema Camera series, audio is recorded on the Zoon H4N or directly into the computer via sound board, animation is generated with Blender and Adobe Creative Suite products, editing is done on the computer with non-linear editors like Sony Vegas and Adobe Premiere, and music is scored in Adobe Audition using a combination of live recorded instruments, digital keyboards, and digital loops. (Much of this equipment is rented on a project basis, as the recording technology is advancing so quickly that this is the only way to stay abreast of new developments.)

Our main customer focuses are on non-profits, small local businesses and artists; our aim is to use the new high-quality/low-cost recording and editing tools to extend professional video production to customers who previously would not have had access to them.

Local customers include the United Way (fundraising videos for their last four annual



RESOLUTION

TECHNOLOGY ZONE QUALIFICATION RESOLUTION INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND COUNTY OF WARREN

Whereas, Mirandum Pictures, herein known as Mirandum Pictures, located at 214 E. Jackson Street, Front Royal, Virginia, 22630, in the Downtown Front Royal, has been determined by the Board of Directors of the Industrial Development Authority of the Town of Front Royal and County of Warren, herein known as The Authority, to meet the definition of a Technology Business as defined by Section 75-59 of the Town of Front Royal Technology Zone Ordinance and Section 162-2 of the County of Warren Technology Zone Ordinance, as a "Video production, Software Design and Development, and Content Developers" and,

Whereas, Mirandum Pictures has been determined to be located in a designated Technology Zone, and

Whereas, the Town of Front Royal, the County of Warren, and The Authority offer various Zone Benefits to qualifying companies including a \$500 grant from the Authority to cover costs associated with the following local permits and fees: Building, Plumbing, Electrical and Mechanical Permit (Warren County); Zoning Permit (Front Royal and Warren County); Subdivision Application; and

Whereas, Mirandum Pictures shall be entitled to a credit of business and occupational license fees, herein known as BPOL, from the Town of Front Royal as follows:

During the first five years the business shall be entitled to a 100 percent credit.

During the sixth year, an 80 percent credit.

During the seventh year, a 60 percent credit.

During the eighth year, a 40 percent credit.

During the ninth and tenth years, a 20 percent credit.

Now Therefore Be It Resolved by the Authority that Mirandum Pictures is an eligible Technology Business and is granted a \$500 as a One Time Cash Grant from the Authority, and

Be It Further Resolved to Request that the Town of Front Royal grant the BPOL License Credit as detailed in the appropriate Ordinance as noted above. During the first year all BPOL license fees shall be reimbursed to Mirandum Pictures within 30 days of payment and in all future years, the credit will be applied without the need of payment.

TECHNOLOGY ZONE

(Adopted 3-8-99)

75-58 TECHNOLOGY ZONE - STATEMENT OF PURPOSE

It is the purpose of the technology zone to foster high quality job creation and investment by technology related businesses, pursuant to the authority granted by Section 58.1-3850 of the Code of Virginia.

75-59 "TECHNOLOGY BUSINESSES" DEFINED

A. Except as provided in subsection B below, a "technology business" includes any business:

1. That derives, in whole or part, gross receipts from a computer software, hardware, or telecommunication sales, leases, licenses; or (2) services for which computers or telecommunications are used to provide sales, leases, licensing, or services directly to the customer. Such businesses include but are not limited to, the following:

- *Electronic information operations and providers.
- *Internet service providers.
- *Software design and development.
- *Computer and peripherals sales or assembly.
- *Content developers.
- *Internet-based sales and service.
- *Hardware design, manufacture, assembly, and development.
- *Telecommunications based video service providers.
- *Outbound or inbound call centers.
- *Telecommunications equipment manufacturing, assembly, or service.

B. "Technology business" does not include regulated utilities, telephone companies, or cable companies, or cable companies, nor does it include a business that merely uses computers or telecommunications in its internal operations.

75-60 TECHNOLOGY ZONE - QUALIFICATION

A. Determination of eligibility shall be made by public board action by the Industrial Development Authority of the Town of Front Royal and County of Warren trading as the Economic Development Authority, the administrator of the program. Upon approval, the Economic Development Authority shall submit a written report to the Front Royal Director of Finance of such determination and include therein the name and address of the qualifying business, a description of the activities meeting the definitions of Section 75-59 of this Code, and the incentives for which the business is qualified.

B. In order to qualify for local incentives pertaining to business and occupational licenses under this Article, a business must be located within the boundaries of a Front Royal Technology Zone and conform to the zoning therein.

C. A business located in a Technology Zone must also make and maintain the following minimum job and capital investments, after November 1, 2009, within 12 months of Technology Zone applications.

Minimum Job Creation: 2 full-time jobs paying a minimum of 2.0 times the minimum wage plus health and benefit plan valued equal to at least 10 percent of the base wage.

Minimum Investment: \$3,000 for Downtown Front Royal Zone; \$10,000 (improvements, equipment, or machinery) Inventory does not count.

(Ord. No. 13-09 Amended 12-21-09-Effective Upon Passage)

D. A business must be, at the time of application, and remain, during eligibility, current in all local, state, and federal taxes and appropriate user fees. The business must certify the same to the Economic Development Authority at the time of application and annually thereafter.

75-61 TECHNOLOGY ZONE BENEFITS

A. Permit Fee Grants.

The Economic Development Authority shall provide cash reimbursements for the following local permits and fees up to a maximum cumulative value of \$500 for qualified Technology Zone businesses provided the business's application for reimbursement is filed with the Economic Development Authority within the first 12 months of operation within the Zone.

Technology Zone Application fees. (EDA)

*Building, Plumbing, Electrical & Mechanical Permit Fees. (Warren County)

*Zoning Permit Fees. (Front Royal)

*Subdivision Application Fees. (Front Royal)

B. Business Professional and Occupational License Taxes.

Provided they continue to remain qualified, qualified businesses shall be entitled to a credit of business and occupational license fees for that portion of their business classified as a "technology business" for a ten-year period while the business is located within a Front Royal Technology Zone as follows: During the first five years following application approval, the business shall be entitled to a one hundred-percent credit of its business and occupational license fees. During the sixth year, the business firms shall be entitled to an eighty-percent credit. During the seventh year, the business firm shall be entitled to a sixty-percent credit. During the eighth year, the business firm shall be entitled to a forty-percent credit. During the ninth and tenth years, the business firm shall be entitled to a twenty-percent credit.

C. Cash Grants.

Qualified business may be eligible for annual cash grants to be determined on a case by case basis by the County of Warren and Town of Front Royal during the negotiation process based on

job creation and investment. A minimum of 10 full-time jobs paying at least 2.0 times the minimum wage, and 3 full-time jobs paying at least 2.0 times the minimum wage in the Downtown Front Royal Zone, and benefits as noted above and a minimum investment of \$10,000 and \$3,000 for Downtown Front Royal Zone businesses shall be required to be eligible for cash grants.

(Ord. No. 13-09 Amended 12-21-09-Effective Upon Passage)

D. All Town benefits are limited to that portion of the business enterprise created and maintained for and qualified under this Technology Zone program.

75-62 TECHNOLOGY ZONE - ZONES

Three (3) distinct Technology Zones are included herein as follows:

(Ord. No. 09-04 Amended 7-12-04-Effective Upon Passage)

Happy Creek Zone: This zone generally focuses on the Happy Creek Industrial Park and the northern portion of the Human Life International Site. These lands are zone I-2, Industrial Employment District. Technology-based businesses with a manufacturing component are encouraged to locate in this zone, consistent with the provisions of the I-2 Industrial Employment District.

Downtown Front Royal Zone: This zone is located within the downtown area of Front Royal and is generally coincident with the C-2 Downtown Business District. Technology-based businesses with a service orientation are encouraged to locate in this zone. Ground level storefronts are strongly encouraged to be used for retail activities. Due to the inherent size and capacity limitations of a downtown technology business, qualification thresholds for total investment requirement will be reduced from \$10,000 to \$3,000, and total full-time jobs created at two times the minimum wage rate will be reduced from 10 to 3 in this Zone.

(Ord. No. 13-09 Amended 12-21-09-Effective Upon Passage)

Avtex Area Zone: This zone is located at and surrounding the office building of the former Avtex industrial site on Kendrick Lane. These lands are zoned I-2, Industrial Employment District. Technology-based businesses, either with a service orientation or with a manufacturing component, consistent with the purposes and intents of the I-2 Industrial Employment District, are encouraged to locate in this zone.

(Ord. No. 09-04 Added 7-12-04-Effective Upon Passage)

The boundaries of the zones are set forth on the maps attached to this ordinance upon passage and which hereafter shall be maintained by the Clerk of the Town Council.

(Ord. No. 09-04 Amended Last Paragraph 7-12-04-Effective Upon Passage)

75-63 TECHNOLOGY ZONE - MASTER AGREEMENT

Each qualified business applying for benefits in the Technology Zone program will execute a contract with the Economic Development Authority and the Town of Front Royal that will detail the specific terms and conditions of the firm's participation in the program. This contract must be fully executed prior to award of any program benefits.



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

Page 1
Item No. 15

Meeting Date: March 24, 2014

Agenda Item: COUNCIL APPROVAL – Identify EnerGov/Tyler Technologies, Inc. as Sole Source Provider for the Purchase of Building Permit Software

Summary: On December 9, 2013 Council approved a budget amendment to jointly purchase Planning and Building Inspection Software from EnerGov (currently Tyler Technologies, Inc.) with the County of Warren. When Council authorized the contract, the County had used a cooperative procurement with Prince William County Request for Proposals, as permitted by State Code. Prince William County's cooperative procurement authorization expired October 2013, so the Town was unable to take advantage of the cooperative method as was the County. After consideration, it was determined that a sole source could be used. Council is requested to identify Tyler Technologies, Inc. (formerly EnerGov) as sole source provider for the purchase for Building Permit Software and to authorize Staff to complete all necessary documentation to complete the purchase.

Budget/Funding: Funding was approved December 9, 2013

Attachments: Letter from Tyler Technologies, Sole Source Justification Form and Notice of Award

Meetings: Work Session held March 17, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council identify Tyler Technologies, Inc. (formerly EnerGov) as sole source provider for the purchase of Building Permit Software. I further move that Council authorize Staff to complete all necessary documentation to complete the purchase.

ROLL CALL VOTE REQUIRED

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

Approved By: JS



5519 53rd Street
Lubbock, Texas 79414

P: 800.646.2633
F: 806.797.4849

www.tyler-tech.com

March 17, 2014

Douglas W. Napier
Town Attorney
Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630

RE: EnerGov Permitting & Land Management Software (the "EnerGov Software")

Dear Doug,

As you know, in October 2013, the County of Warren, Virginia selected Tyler Technologies, Inc. ("Tyler") to license, implement and host the EnerGov Software. It is Tyler's understanding that the County must be able to interface with the Town of Front Royal, and vice versa, for permitting and land management functions, including but not limited to building inspections.

The intent of this letter is to provide verification to the Town of the following facts:

1. The EnerGov Software is a product developed, licensed, implemented and maintained by Tyler.
2. Tyler is the only authorized developer, licensor and implementer of the EnerGov Software. Tyler is also the only entity authorized to maintain the EnerGov Software, with maintenance including the provision of software updates and support.

We have put a tremendous amount of effort into our EnerGov Software. We sincerely hope that the Town will find that it simplifies many aspects of your staff's responsibilities.

Tyler appreciates the trust that the County has placed in our company, and will continue to work to earn the Town's trust and business as well. If there is anything else we can do, please do not hesitate to call.

Sincerely,

S. Brett Cate

President, Local Government Division

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Department of Planning and Zoning

Description of Commodities of Services: EnerGov and Warren County, VA compatible software for local gov't. permitting & land management suite, including but not limited to project management, planning & development review, inspections management, code enforcement management, contractor management, EnerGov cashiering and decision engine, Server-side Extensions, mobile applications, citizen access portals

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

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

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

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

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

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

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

☐ None of the above apply (Please attach explanation)

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

Circle one: History Cost of similar commodities or services

Published prices

Negotiated cost

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

Initiator: _____
Signature

Date: _____

Verification by Department Head: _____

Signature

TOWN OF FRONT ROYAL

NOTICE OF AWARD OF SOLE SOURCE CONTRACT

DATE POSTED: _____

DATE OF AWARD OF CONTRACT: MARCH 24, 2014

OR

CONTRACT TO BE AWARDED 10 DAYS AFTER POSTING

SOLE SOURCE PROVIDER:

Tyler Technologies, Inc.

A Delaware Corporation

With Offices at 5519 53d Street

Lubbock, Texas 79414

SERVICES TO BE OBTAINED:

EnerGov and Warren County, VA compatible software for local gov't. permitting & land management suite, including but not limited to project management, planning & development review, inspections management, code enforcement management, contractor management, EnerGov cashiering and decision engine, Server-side Extensions, mobile applications, citizen access portals

USING DEPARTMENT: Department of Planning and Zoning, Town of Front Royal, VA

TAKE NOTICE that, pursuant to the terms of § 2.2-4303(E) of the Code of Virginia (1950), as amended, the Town of Front Royal has awarded or intends to award a contract for the above-named services with the sole source provider on a sole source basis. The Using Department has determined that there is only one source practicably available for the service to be procured.

The basis for which the Using Department has determined that the Provider is the only source practicable for the provision of the services is as follows:

The Town of Front Royal, VA, and the County of Warren, VA, are in a cooperative arrangement for their local government permitting and land use management, plan review, application review, code enforcement, management analysis and tracking, GIS, and data management. Warren County already uses this software system, which is EnerGov Software, a product developed, licensed, implemented and maintained solely by Tyler Technologies. Tyler Technologies is the one, sole source practically available to be procured which will allow the Town of Front Royal to engage in such cooperative arrangement with Warren County for the efficient and economic well-being of their mutual and respective residents, citizens and customers.

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