



TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

**Monday, April 28, 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 April 14, 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 for EDA – Jennifer McDonald
 2. Report from County Administrator – Doug Stanley
 - 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 – “Alcohol Awareness Month 2014”
 - B. COUNCIL APPROVAL – Acceptance of Byrne Justice Assistance Grant – Police Department
 - C. COUNCIL APPROVAL – Budget Amendment for the Purchase of Pistols from Asset Forfeiture Monies – Police Department
- *The nature of a consent agenda is such that discussion of individual items does not occur.*
8. **PUBLIC HEARING** – “Envision Front Royal: A Vision for the Town of Front Royal”
 9. **COUNCIL APPROVAL** – Two Party Voluntary Settlement Agreement Between Town and County; and Ordinance to Approve Both Two Party Voluntary Settlement Agreement and Three Party Voluntary Settlement Agreement Pertaining to Front Royal Limited Partnership (FRLP) (2nd Reading)
 10. **COUNCIL RECOMMENDATION** – Board of Zoning Appeals (BZA)
 11. **COUNCIL NOMINATIONS** – 2014 Virginia Municipal League (VML) Policy Committees
 12. **COUNCIL APPROVAL** – Encroachment License for 125 W. 4th Street - McMahon
 13. **CLOSED MEETING** – Acquisition of Real Property; Investment of Public Funds; and, Consultation with Legal Counsel



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

Page 1
Item No. 7(A)

Meeting Date: April 28, 2014

Agenda Item: COUNCIL APPROVAL – Proclamation – *“Alcohol Awareness Month 2014”*

Summary: Council has received a request from the Blue Ridge Young Marines seeking to proclaim the month of April as *“Alcohol Awareness Month”* in the Town of Front Royal.

Budget/Funding: None

Attachments: Proclamation and e-mail from the Blue Ridge Young Marines

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 2014 as *“Alcohol Awareness Month 2014”* 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: JB

Tina Presley

From: Jennifer Berry
Sent: Friday, April 11, 2014 9:27 AM
To: Tina Presley
Subject: FW: ALCOHOL AWARENESS MONTH 2014

Tina, I've just forwarded you the proc for this, if you would add to an upcoming agenda, per her request.

Thanks,
Jennifer

From: Kristine Villatoro [<mailto:kvillato5@yahoo.com>]
Sent: Thursday, April 03, 2014 10:20 PM
To: Jennifer Berry
Subject: ALCOHOL AWARENESS MONTH 2014

Good Aftern Ms. Berry,

On behalf of the Blue Ridge Young Marines listed below, I am sending you a proclamation for Alcohol Awareness Month to be considered by the town council.

Thank you for your time and consideration.

YM Cpl. Villatoro
YM PFC Geffert
YM Recruit K. Reeder
YM Recruit R. Reeder
Blue Ridge Young Marines

Ncadd Alcohol Awareness Month 2014

HELP FOR TODAY, HOPE FOR TOMORROW

WHEREAS, Alcohol is the most commonly used addictive substance in the United States; and
WHEREAS, one in every 12 adults (17.6 million people) suffers from alcohol abuse or dependence; and
WHEREAS, more than half of all adults have a family history of alcoholism or problem drinking; and

WHEREAS, 100,000 persons die each year from alcohol-related causes: drinking and driving crashes, other accidents, falls, fires, alcohol-related homicides and suicides; and

WHEREAS, more than 7 million children live in a household where at least one parent is dependent on or has abused alcohol; and

WHEREAS, alcohol is a primary factor in the 4 leading causes of death for young persons ages 10-21; &

WHEREAS, young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

WHEREAS, alcohol-related problems cost America \$224 billion (\$746 per person) in lost productivity, absenteeism, healthcare costs, crime and family-related problems; and

WHEREAS, the typical American will see 100,000 beer commercials before he or she turns 18;

NOW, THEREFORE, I, Timothy W. Darr, Mayor of Town of Front Royal, join the National Council on Alcoholism and Drug Dependence, Inc. (NCADD) and do hereby proclaim that April 2014 is **NCADD Alcohol Awareness Month** in Town of Front Royal, Virginia.

As the Mayor of Town of Front Royal, I also call upon all citizens, parents, governmental agencies, public and private institutions, businesses, hospitals, schools and colleges in (REPEAT NAME OF AREA) to support efforts that will reduce stigma, increase community awareness and increase support for individuals and families coping with alcoholism.

Through these efforts, together, we can provide "*Help for Today, Hope for Tomorrow*" for those in our community who are facing challenges with alcohol use and abuse. *Therefore, be it resolved, that April 2014, is hereby declared "ALCOHOL AWARENESS MONTH 2014 in the Town of Front Royal."*

APPROVED:

ATTEST:

Timothy W. Darr
Mayor

Jennifer Berry
Clerk of Council



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

Page 1
Item No. 7(B)

Meeting Date: April 28, 2014

Agenda Item: COUNCIL APPROVAL – Acceptance of Byrne Justice Assistance Grant – Police Department

Summary: Council is requested to accept a Byrne Justice Assistance Grant in the total amount of \$2,432.00 (\$2,189.00 federal funds + \$243.00 local matching funds), to be used to supplement training for Less Lethal and the cost of Less Lethal equipment and supplies.

Budget/Funding: Revenue 1000-3310003 [Police Grants]
Expense 3102-5409 [Police Supplies]

Remaining expense for matching funds will be 3101-6011 \$243.00[Police Grant Matching]

Attachments: Memorandum from Chief of Police and Grant 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 accept a Byrne Justice Assistance Grant in the total amount of \$2,432.00 (\$2,189.00 federal funds + \$243.00 local matching funds), to be used to supplement training for Less Lethal and the cost of Less Lethal equipment and supplies.

*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



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 EAST JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

NORMAN SHIFLETT
Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

To: Town Manager Steve Burke

From: Chief Norman Shiflett

Date: April 10, 2014

Re: Byrne Justice Assistance Grant

Attached you will find a copy of the Byrne Justice Assistance Grant that has been awarded to the Town of Front Royal/Front Royal Police Department. This grant is awarding \$2189.00 in federal funds, and the required local matching funds of \$243.00, the total amount of the award is \$2432.00.

This grant will supplement training for 2 of our offices in the area of Less Lethal and also the cost of Less Lethal equipment and supplies. This grant is effective April 1, 2014 and ending on December 31, 2014.

I am requesting this be placed on the Council's consent Agenda. If approved, I will bring the two originals over for your signature and then submit those documents to obtain the grant.

Please contact me should you have any questions.

Cc: Major Hite
Captain Ryman



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

March 24, 2014

Garth L. Wheeler
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 386-8732

Mr. Steven Burke
Town Manager
Town of Front Royal
P. O. Box 1560
Front Royal, VA 22630

Title: Byrne Justice Assistance Grant, 14-P1037LO13

Dear Mr. Burke:

The Byrne Justice Assistance Grant Program (JAG) makes federal funds available to localities to help support their efforts to reduce crime and improve public safety. The Department of Criminal Justice Services has been designated to administer a portion of the JAG funds reserved for Virginia and to make those funds available to local units of government. I am pleased to advise you that we are awarding your locality \$2,189.00 in federal funds. With the required local cash matching funds of \$243.00, your total award is \$2,432.00.

Enclosed you will find a *Statement of Grant Award and a Statement of Grant Award Special Conditions*. To indicate your acceptance of the award and conditions, please complete and sign the award acceptance and return it to Janice Waddy, General Administration Manager II, Office of Grants Management, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as they include specific requirements about how the grant funds must be managed once you receive them. We are required to provide the entire federal portion of your award in one distribution. Please refer to the enclosed "Post Award Instructions and Reporting Requirements" for details on how to request funds using our online Grants Management Information System (GMIS). *All financial reports and request for funds must be submitted through GMIS.*

In order to complete the award acceptance, you must also provide information on how your locality will use the awarded federal funds. Instructions are attached.

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please contact Shelia Anderson at (804) 786-9469 or by email at shelia.anderson@dcjs.virginia.gov.

Sincerely,

Garth L. Wheeler

Enclosures

cc: Chief Richard H. Furr, Chief of Police
Mrs. Kim Gilkey-Breeden, Finance Director
Ms. Shelia Anderson, DCJS Monitor

Criminal Justice Service Board • Committee on Training • Advisory Committee on Juvenile Justice
Advisory Committee to Court Appointed Special Advocate and Children's Justice Act Programs
Private Security Services Advisory Board • Criminal Justice Information Systems Committee

www.dcjs.virginia.gov

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Byrne Justice Assistance Grant Statement of Award/Acceptance

Subgrantee: Town of Front Royal	Date: March 24, 2014 Grant No: 14-P1037LO13	Grant Period: April 1, 2014– December 31, 2014
Project Director	Project Administrator	Finance Officer
Chief Richard H. Furr Chief of Police Front Royal Police Department 24 West Main Street Front Royal, VA 22630 Phone No: (540) 635-2111	Mr. Steven Burke Town Manager Town of Front Royal P. O. Box 1560 Front Royal, VA 22630 Phone No: (540) 636-7475	Mrs. Kim Gilkey-Breeden Finance Director Town of Front Royal P. O. Box 1560 Front Royal, VA 22630 Phone No: (540) 635-7799
TOTAL PROJECT	Federal \$2,189	Subgrantee Cash Match \$ 243
	TOTAL \$2,432	

This grant is subject to all rules, regulations, and special conditions included in this award.


Garth L. Wheeler, Director

Please provide the information requested below. See attached instructions for completing the award acceptance. Enter the amount of Federal funds you plan to spend in each category below. The total of Federal funds entered must equal the total of Federal funds awarded in this grant. Please round to the nearest dollar.

Purpose Areas	Federal Amount	Category
1. Law Enforcement		
a. Hiring	\$	# Current Officers
b. Overtime	\$	# Officers to Hire
c. Equipment:		# Current Support Personnel
(1) Traditional Law Enforcement Equipment	\$	# Support Personnel to Hire
(2) Information Technology	\$	Sworn ☐ Civilian ☐
2. Prosecution & Courts	\$	
3. Prevention & Education	\$	
4. Corrections & Community Corrections	\$	
5. Drug Treatment	\$	
6. Planning, Education & Technology Improvement	\$	

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this _____ day of _____, 20____.

Signature of Project Administrator: _____ Title: _____

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

Byrne Justice Assistance Grant Program

Subgrantee: Front Royal Town

Federal Catalog No.: 16.738

Grant Number: 14-P1037LO13

Title: Local L. E. Block Grant

Date: March 24, 2014

The following conditions are attached to and made a part of this grant award:

1. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
 - to use the grant funds to carry out the activities subgrantee establishes in the Statement of Grant Award/Acceptance, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
 - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
 - and, to comply with all terms, conditions and assurances attached to this award.
2. The subgrantee agrees to submit such reports as requested by DCJS.
3. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
4. By accepting this grant, the recipient assures that a trust fund will be established in which to deposit grant funds. Any interest gained from the trust fund may be used to add to the Federal award amount. Any interest earned must be spent within the grant period, and on eligible program activities.
5. If these requirements can be met within the recipient's current financial management system, there is no need to establish a separate account.
6. Grant funds are not to be used to purchase, lease, rent, or acquire tanks or armored vehicles, fixed-wing aircraft, limousines, real estate, yachts, consultants, or any vehicle not used primarily for law enforcement.
7. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.
8. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS.
9. **PROJECT INCOME:** Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).
10. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:
 - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
 - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;

- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
 - Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
 - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
 - The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
 - The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
 - The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDPA-funded programs or activities (42 U.S.C. § 5672(b)).
 - Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).
11. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
12. By accepting the accompanying grant award, you are agreeing to submit financial reports during the grant period, as well as a final report to close out the grant. **Financial reports are due no later than the close of business on the 12th working day after the end of the quarter.**
13. Grant funds, including match, must be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. The grant recipient agrees to supply a final grant financial report and return all unexpended grant funds to DCJS within 90 days of the end of the grant period.
14. **No extensions of the grant period for this award will be permitted.**
15. Prior to DCJS disbursing funds, the Grantee must comply with the following special conditions:
- a) Submit a budget narrative outlining all expenditures.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Garth L. Wheeler
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 386-8732

NOTICE

To: Grants Project Administrator

From: Janice Waddy, DCJS Grants Administrator

Re: Post Award Instructions and Reporting Requirements
PLEASE READ VERY CAREFULLY

- **GRANT AWARD AND SPECIAL CONDITIONS:**

Please review your Award and Special Conditions very carefully. Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released. Sign and date the grant award acceptance and submit any Special Condition documentation to:

Office of Grants Management
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

- **REPORTING REQUIREMENTS**

By accepting the accompanying grant award, you are agreeing to submit quarterly financial reports for this grant throughout the grant period, as well as final reports to close the grant. **No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial reports for the current grant are more than thirty (30) days overdue.** For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports are due no later than the close of business on the 12th working day after the end of the quarter. Reports are required even if no expenditures have occurred during the quarter. ***Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.*** A schedule of due dates is attached for your reference. Please retain copies of the schedule for future use and reference.

Criminal Justice Service Board • Committee on Training • Advisory Committee on Juvenile Justice
Advisory Committee to Court Appointed Special Advocate and Children's Justice Act Programs
Private Security Services Advisory Board • Criminal Justice Information Systems Committee

www.dcjs.virginia.gov

- **FINANCIAL REPORTS**

Refer to our website for submitting financial reports through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. The address is

<http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>. **Paper copies of the financial reports are no longer accepted. You are required to use the on-line system in reporting your expenditures.**

- **REQUESTING GRANT FUNDS**

Refer to our website for requesting funds through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by DCJS Grants Administration. *Please note you can access this system using the same password assigned for the on-line financial reporting system.

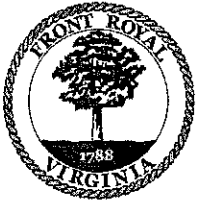
The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>. **You are required to use the on-line system for requesting funds. Paper copies of the Request for Funds will no longer be accepted.**

If you have any questions, please contact Beverly Johnson at (804) 786-9055 or by e-mail at beverly.johnson@dcjs.virginia.gov.

**PROJECTED DUE DATES
FINANCIAL REPORTS**

*Reports are due by the 12th working day following the close of the quarter covered in the report.
Financial reports are required even if no expenditures have occurred.*

<i>QUARTER ENDING</i>	<i>DUE DATE</i>
6/30/2014	7/17/2014
9/30/2014	10/17/2014
12/31/2014	1/22/2015
3/31/2015	4/16/2015



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

Page 1
Item No. 7(C)

Meeting Date: April 28, 2014

Agenda Item: COUNCIL APPROVAL – Budget Amendment for the Purchase of Pistols from Asset Forfeiture Monies – Police Department

Summary: Council is requested to consider approval of a Budget Amendment in the amount of \$4,700.00 of asset forfeiture monies to purchase (10) Gen 4 Glock 21 pistols, that will be issued to all (10) Emergency Service Team Operators.

Budget/Funding: Revenue \$4700.00 1610-3510110 [Asset Forfeiture ~ Reserve Fund]
Expense \$4700.00 1610-7001 [Machinery & Equipment]

Attachments: Memorandum from Captain Ryman and Quotation

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 Budget Amendment in the amount of \$4,700.00 of asset forfeiture monies to purchase (10) Gen 4 Glock 21 pistols, that will be issued to all (10) Emergency Service Team Operators.

*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



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 E. JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

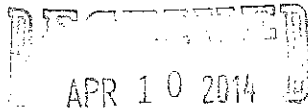
Norman A. Shiflett

Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

Date: April 10, 2014
To: Chief Norman Shiflett
From: Capt. Jason Ryman
Subject: Request for expenditure of asset forfeiture moneys

We currently are in possession of only 2 spare Glock 21, .45 cal pistols. Due to recent retirements, we are need of replacing several side arms for new officers as well as having enough spare weapons in the event of malfunctions and/or firearms retained as evidence.

To correct this issue, I propose to use \$4,700.00 of asset forfeiture moneys to purchase 10 Gen 4 Glock 21 pistols. These pistols would be issued to all 10 Emergency Service Team Operators. This would ensure that our tactical officers are using the most up-to-date side arm available from Glock. The 10 pistols that would be turned in would then have all recoil, firing pin and trigger springs replaced. These springs have been the only true maintenance parts that these pistols have needed. This would allow enough pistols to be issued to new officers and maintain a sufficient supply of spare pistols without causing an undue burden on our operational costs.



BY: *Chief Shiflett*
Approved

TOWN POLICE SUPPLY
 DIV. OF TOWN GUN SHOP, INC
 PO BOX 417
 3985 VIRGINIA AVENUE
 COLLINSVILLE, VA 24078

PHONE 800-752-5580
 FAX 276-647-4812



Quotation

Quote Number:
 Q2014-0164

Quote Date:
 Apr 17, 2014

Quoted to:

FRONT ROYAL POLICE DEPT.
 23 WEST MAIN STREET
 FRONT ROYAL, VA 22630

Page:
 1

Customer ID	Good Thru	Payment Terms	Sales Rep
1017	5/17/14	Net 20 Days	

Quantity	Item	Description	Unit Price	Extension
10.00	PG21507	GLOCK PG21507, MOD 21 GEN4, 45ACP, GNS, 5LB, W/3-13RD MAGS	469.00	4,690.00
CORY JONES			Subtotal	4,690.00
			Sales Tax	
			Total	4,690.00

Thank you!



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

Page 1
Item No. 8

Meeting Date: April 28, 2014

Agenda Item: PUBLIC HEARING – *“Envision Front Royal: A Vision for the Town of Front Royal”*

Summary: Council is to receive public input and consider approval of *“Envision Front Royal: A Vision for the Town of Front Royal”*, written by Renaissance Planning Group and Herd Planning & Design, LTD, with assistance, direction and input from the Town’s Department of Planning & Zoning, the Front Royal Planning Commission and the general public. The Planning Commission recommended approval of *“Envision Front Royal”* on February 19, 2014. Approval of *“Envision Front Royal”* will conclude Phase 2 of the 6-Phase process to update the Town’s Comprehensive Plan.

Budget/Funding: None

Attachments: *“Envision Front Royal”* Document

Meetings: Joint Work Session with Planning Commission held January 8, 2014

Staff Recommendation: Approval ✓ Denial

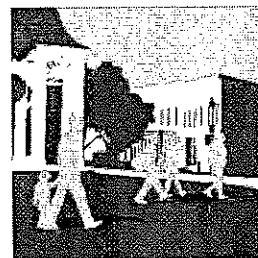
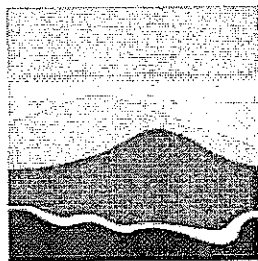
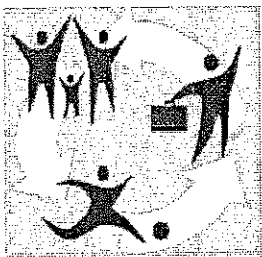
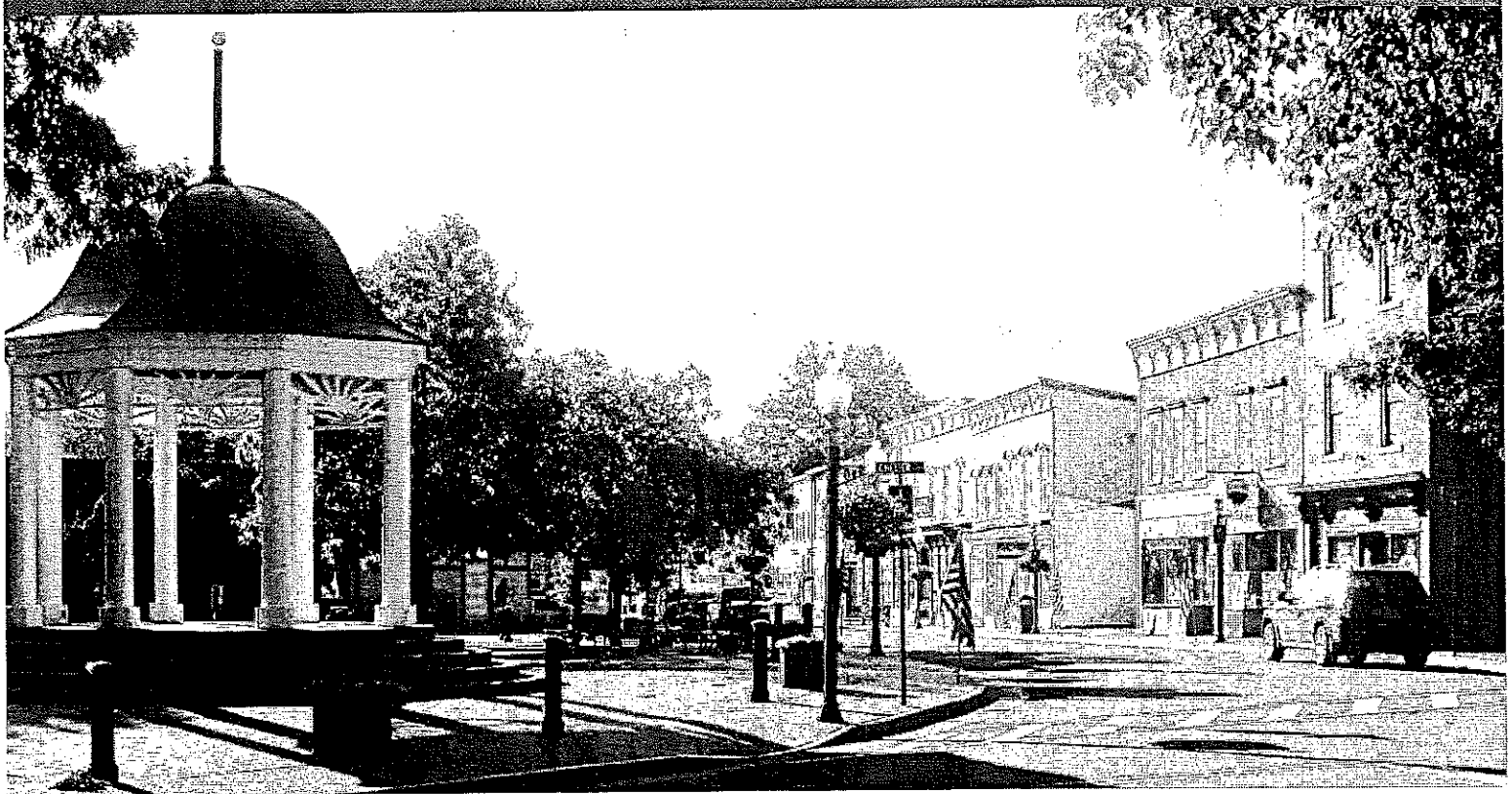
Proposed Motion: I move that Council approve *“Envision Front Royal: A Vision for the Town of Front Royal”*, that will conclude Phase 2 of the 6-Phase process to update the Town’s Comprehensive Plan.

*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

ENVISION Front Royal

A Vision for the Town of Front Royal, Virginia



December 4, 2013

Prepared by



RENAISSANCE PLANNING GROUP

HERD
HERD PLANNING
& DESIGN, LTD.

Acknowledgements and Contact Information

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

Town Council

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

Planning Commission

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

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

Focus Group 1: Administrative Staff

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

Focus Group 2: Service Sector

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

Group 3 invitees: Business Sector

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

Focus Group 4: Cultural Sector

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

Town Staff

Steven Burke, Town Manager
Jeremy Camp, Director of Planning and Zoning
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INTRODUCTION

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

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

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

VISION

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

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

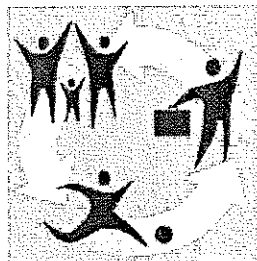
*Will have **preserved** its historic character by preserving, rehabilitating, and restoring its historic buildings, and natural environment.*

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

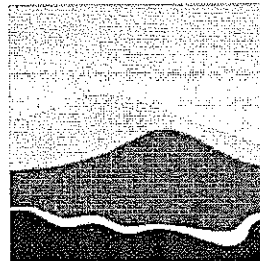
*Will be a **lifelong community** for people of all demographic groups, with a small town character, quality jobs, opportunities for business growth and attractive, affordable housing.*

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

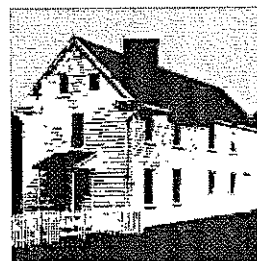
*A Lifelong
Community*



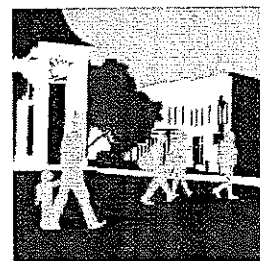
*A Popular
Destination*



*Preserved
Assets*



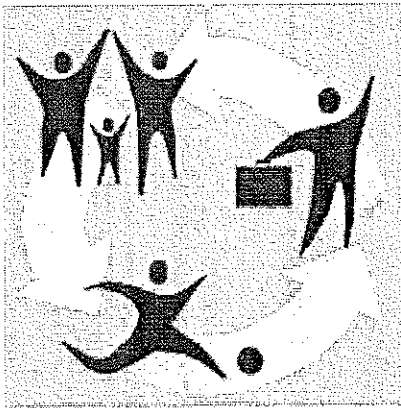
*A Vibrant
Town*



THEMES

DESCRIPTION OF THEMES

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



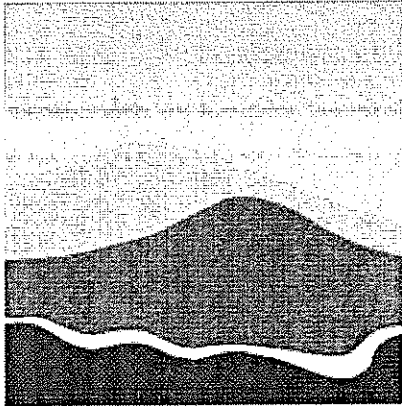
A LIFELONG COMMUNITY. *Front Royal will be a popular place for people of all ages to live and work. Young people will return to the community because of the job and recreational opportunities and good schools.*

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

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

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

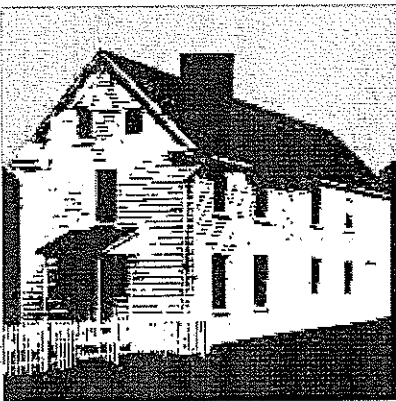
access, lower energy costs, and land availability, which are all elements that Front Royal has. In summary, the theme of creating a lifelong community is a popular and well supported vision concept. It envisions a place with a high quality of life of all citizens of all ages, as measured by many interlocking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



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

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

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

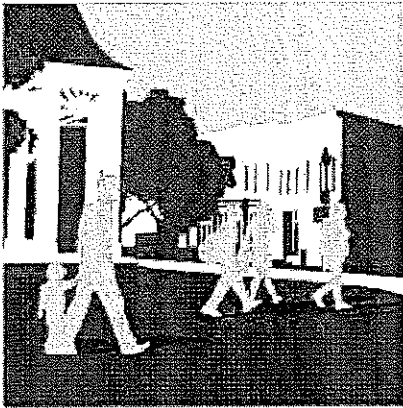


PRESERVED ASSETS. *The Town's historic buildings will be restored for new uses, natural assets will be preserved, and the Town will be clean and attractive.*

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

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

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



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

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

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

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

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

PRIMARY SUPPORTING ELEMENTS

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

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

1. Restored historic buildings; restored façades

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Safe and family friendly

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

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

7. More professional jobs in Front Royal

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

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

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

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

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

9. Attractive and beautiful gateways

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

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

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

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

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

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

11. Increase day and night activity

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

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

12. Market assets and history

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

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

13. New growth areas have been well planned

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

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

14. Clean rivers

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

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

15. Diverse mix of uses and retail

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

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

NEXT STEPS

LINKING THE VISION TO THE PLAN

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

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

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

MINDMIXER (INTERACTIVE WEBSITE)

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

APPENDICES

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



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

Page 1
Item No. 9

Meeting Date: April 28, 2014

Agenda Item: COUNCIL APPROVAL – Two Party Voluntary Settlement Agreement between Town and County; and, Ordinance to Approve Both Two Party Voluntary Settlement Agreement and Three Party Agreement Pertaining to Front Royal Limited Partnership (*2nd Reading*)

Summary: On August 12, 2013, Town Council approved the draft 3-party Voluntary Settlement Agreement (VSA) with the Board of Supervisors and the Front Royal Limited Partnership (FRLP), for the annexation of 604.76 acres of undeveloped land into the Town. On January 6, 2014, the Commission on Local Government (COLG) issued its report and recommendations regarding the proposed annexation, and noted that, in the opinion of COLG, under the terms of Va. Code § 15.2-3400 which governs voluntary settlement agreements, the VSA must be between the County and the Town, and cannot include FRLP as a party. The Town Attorney and County Attorney drafted a revision to the VSA last November, making it a 2-party agreement, and including all the same terms as the 3-party agreement. The COLG noted at its January 6, 2014 meeting, that it had reviewed the revised VSA and its recommendation of approval of the annexation is based on that revised 2-party agreement.

However, both the Town Attorney, the County Attorney, and the attorney for FRLP continue to have significant reservations if FRLP can legally be excluded as a party to this VSA, as the underlying Annexation Petition which gives rise to the VSA was filed by FRLP and therefore, the parties feel that FRLP may be a necessary party to the VSA and the subsequent annexation suit. Further, the Town's Planning and Zoning Director has pointed out the difficulties in the Town attempting to collect monetary and other proffers on behalf of the County under the VSA if FRLP is not a party to the VSA, and if the VSA is not binding on FRLP and its successors in interest.

The change from the 3-party agreement approved by Town Council last August to a 2-party agreement is simply that the VSA is to be between the Town and the County (FRLP is not to be a party). The edited 2-party VSA is attached. The VSA rewords the proffer provisions simply to say that the Town will not approve any rezoning for any part of the FRLP property unless FRLP makes the same proffers on cash contributions to the County, the cap on total number of market rate housing units, and the minimum size of the units that were included in the original 3-party VSA.

To move forward with the proposed annexation, the Town and County and the Town should approve the VSA, by Ordinance, after a public hearing. The Town has proposed that each governing body approve both the 3-party agreement and the revised 2-party agreement (the County has already approved both VSAs). In that manner, both VSAs can be submitted to the Special Annexation Court, in the alternatives, and the Court can approve whichever version it feels appropriate.

In order to address valid concerns that Town Council members have expressed about the Town entering into a Voluntary Settlement Agreement that Front Royal Limited Partnership is not a party to and that a Court might approve, which could potentially leave the Town in a position of having an agreement with the County to try to collect proffers from a landowner who in the future is not willing to make the proffers, the current landowner, FRLP has agreed to enter into an Agreement to be Bound with the Town, the County, and FRLP; and/or a Covenant to Be Bound, which is a declaration of restrictive covenants to be executed by FRLP only. Both documents have the same effect, to bind FRLP, and its successors in interest, to be bound to the

terms of the VSA, including the two party VSA, in any future rezoning application. In this manner, no matter which version of the VSA is approved by the Court, FRLP and any future owner of the annexed property is bound by the terms of the VSA, and the interests of the Town and County are protected. Both the Covenant to Be Bound and the Agreement to Be Bound documents are before you.

Budget/Funding: None

Attachments: Ordinance, Covenant To Be Bound, Agreement To Be Bound, Two Party Voluntary Settlement Agreement and Three Party Voluntary Settlement Agreement

Meetings: Several Work Sessions were held in the last six months with the latest held April 14, 2014. A Public Hearing was held March 24, 2014 with first reading being delayed until April 14, 2014.

Staff

Recommendation: Approval ☒ Denial ☐

Proposed Motion: I move that Council approve the following:

A) The Voluntary Settlement Agreement between Town and County as conformed to the Commission on Local Government recommendation (two party Voluntary Settlement Agreement between the Town and the County), upon condition that Front Royal Limited Partnership first execute and record the Covenant To Be Bound by Front Royal Limited Partnership as approved by the Town Attorney for Town of Front Royal and the County Attorney for Warren County, and if so required by said Town Attorney and County Attorney, that the Agreement To Be Bound as approved by said Town Attorney and County Attorney, also be executed and recorded by Front Royal Limited Partnership, the Town of Front Royal, and the County of Warren.

B) The Ordinance to approve both the two party Voluntary Settlement Agreement to conform to the Commission on Local Government Recommendation, and the three party (Town, County, and Front Royal Limited Partnership) Voluntary Settlement Agreement previously approved by Town Council on August 12, 2013, 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.

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

A

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

THIS VOLUNTARY SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2014, 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"), and the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter the "County"), Together the Town and County 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, Front Royal Limited Partnership, a Virginia limited partnership ("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 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 Town and County agree that 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. The Town agrees that it will not approve any rezoning of FRLP's property after the annexation, unless the rezoning application provides a voluntarily proffered condition that 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 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 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: _____

Prepared by and return to:
Michael J. Coughlin, VSB No. 70915
Walsh, Colucci, Lubeley & Walsh, P.C.
4310 Prince William Parkway, Suite 300
Woodbridge, VA 22192

TM #s: 20-29; 20-29-D-2; 20-29-D-3;
20-29-H; 20-29-I; 20-29-J.

NOT A CONVEYANCE OF LAND

B

COVENANT TO BE BOUND

THIS COVENANT TO BE BOUND (the "Agreement") is entered into this ____ day of _____, 2014, by FRONT ROYAL LIMITED PARTNERSHIP, a Virginia limited partnership ("FRLP"), GRANTOR, for the benefit of the TOWN OF FRONT ROYAL, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (hereinafter the "Town"), GRANTEE, and the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter the "County"), GRANTEE.

RECITALS

R-1. WHEREAS, the Town and County have entered into a Voluntary Settlement Agreement (the "VSA") pursuant to Va. Code Ann. § 15.2-3400, which was approved by the Special Court on _____, which VSA is attached and incorporated by reference as if it were fully set forth herein, with all defined terms used therein having the same definition in this Agreement; and

R-2. WHEREAS, the VSA provides for the annexation of real property owned exclusively by FRLP into the Town, as such property is more particularly described and identified in the VSA (the "FRLP Property"); and

R-3. WHEREAS, the VSA contains provisions relating to the future development of the FRLP Property, including, without limitation, restrictions on the maximum number and minimum size of Market Rate Dwellings that may be constructed on the FRLP Property, and provisions relating to certain monetary contributions FRLP is anticipated to make as a part of any rezoning application for the development of the FRLP Property (the "Development Restrictions"); and

R-4. WHEREAS, the Town and County desire that FRLP express its affirmative intention to be bound by the terms of the VSA, and FRLP has agreed to be so bound.

NOW THEREFORE, in consideration of the benefits conferred upon FRLP in the VSA, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, FRLP conclusively agrees as follows, as evidenced by its signature on this instrument:

1. FRLP agrees to be bound by those terms of the VSA that are applicable to it, including but not limited to the Development Restrictions, and agrees that any rezoning application it submits to the Town for the FRLP Property will conform to the relevant terms of the VSA.

2. FRLP waives all rights it has or may have to challenge in a court of competent jurisdiction or otherwise the Town and County's adoption of the VSA, and the terms and conditions it imposes on the future development of the FRLP Property.

3. FRLP agrees that this Agreement shall permanently encumber the FRLP Property, and that the terms of this Agreement shall run with the land and be binding upon all successors in title of the FRLP Property, and that the Town and County are explicit beneficiaries of this Agreement with the ability to enforce its terms.

4. This Agreement may only be modified or amended by a separate written instrument executed by FRLP, the Town, and the County, which modification or amendment shall be in recordable form.

{SIGNATURE AND NOTARY APPEARS ON FOLLOWING PAGE}

Witness the following signature and seal:

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: _____ (SEAL)
David A. Vazzana, President of DOC
Corporation

Date: _____

State of _____

County/City of _____, to-wit:

The foregoing Agreement to be Bound was acknowledged before me in my aforesaid
jurisdiction by David A. Vazzana, President of DOC Corporation, general partner of MVA
Limited Partnership, as general partner of Front Royal Limited Partnership, this _____ day of
_____, 2014.

My commission expires: _____

Notary Public
Registration No. _____

Prepared by and return to:
Michael J. Coughlin, VSB No. 70915
Walsh, Colucci, Lubeley & Walsh, P.C.
4310 Prince William Parkway, Suite 300
Woodbridge, VA 22192

TM #s: 20-29; 20-29-D-2; 20-29-D-3;
20-29-H; 20-29-I; 20-29-J.

NOT A CONVEYANCE OF LAND

C

AGREEMENT TO BE BOUND

THIS AGREEMENT TO BE BOUND (the "Agreement") is entered into this ____ day of _____, 2014, by FRONT ROYAL LIMITED PARTNERSHIP, a Virginia limited partnership ("FRLP"), GRANTOR, TOWN OF FRONT ROYAL, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (hereinafter the "Town"), GRANTEE, and the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter the "County"), GRANTEE.

RECITALS

R-1. WHEREAS, the Town and County have entered into a Voluntary Settlement Agreement (the "VSA") pursuant to Va. Code Ann. § 15.2-3400, which was approved by the Special Court on _____, which VSA is attached and incorporated by reference as if it were fully set forth herein, with all defined terms used therein having the same definition in this Agreement; and

R-2. WHEREAS, the VSA provides for the annexation of real property owned exclusively by FRLP into the Town, as such property is more particularly described and identified in the VSA (the "FRLP Property"); and

R-3. WHEREAS, the VSA contains provisions relating to the future development of the FRLP Property, including, without limitation, restrictions on the maximum number and minimum size of Market Rate Dwellings that may be constructed on the FRLP Property, and provisions relating to certain monetary contributions FRLP is anticipated to make as a part of any rezoning application for the development of the FRLP Property (the "Development Restrictions"); and

R-4. WHEREAS, the Town and County desire that FRLP express its affirmative intention to be bound by the terms of the VSA, and FRLP has agreed to be so bound.

NOW THEREFORE, in consideration of the benefits conferred upon FRLP in the VSA, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, FRLP conclusively agrees as follows, as evidenced by its signature on this instrument:

1. FRLP agrees to be bound by those terms of the VSA that are applicable to it, including but not limited to the Development Restrictions, and agrees that any rezoning application it submits to the Town for the FRLP Property will conform to the relevant terms of the VSA.

2. FRLP waives all rights it has or may have to challenge in a court of competent jurisdiction or otherwise the Town and County's adoption of the VSA, and the terms and conditions it imposes on the future development of the FRLP Property.

3. FRLP agrees that this Agreement shall permanently encumber the FRLP Property, and that the terms of this Agreement shall run with the land and be binding upon all successors in title of the FRLP Property, and that the Town and County are explicit beneficiaries of this Agreement with the ability to enforce its terms.

4. This Agreement may only be modified or amended by a separate written instrument executed by FRLP, the Town, and the County, which modification or amendment shall be in recordable form.

{SIGNATURES AND NOTARIES APPEARS ON FOLLOWING PAGES}

Witness the following signatures and seals:

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: _____ (SEAL)
David A. Vazzana, President of DOC
Corporation

Date: _____

State of _____

County/City of _____, to-wit:

The foregoing Agreement to be Bound was acknowledged before me in my aforesaid
jurisdiction by David A. Vazzana, President of DOC Corporation, general partner of MVA
Limited Partnership, as general partner of Front Royal Limited Partnership, this _____ day of
_____, 2014.

My commission expires: _____

Notary Public
Registration No. _____

{SIGNATURES AND NOTARIES APPEARS ON FOLLOWING PAGES}

TOWN OF FRONT ROYAL, VIRGINIA

Mayor

Date: _____

State of _____

County/City of _____, to-wit:

The foregoing Agreement to be Bound was acknowledged before me in my aforesaid jurisdiction by Timothy W. Darr, Mayor of the Town of Front Royal, this _____ day of _____, 2014.

My commission expires: _____

Notary Public

Registration No. _____

FORM APPROVED

Date

Town Attorney

WARREN COUNTY, VIRGINIA

Chairman of the Board of Supervisors

Date: _____

State of _____

County/City of _____, to-wit:

The foregoing Agreement to be Bound was acknowledged before me in my aforesaid jurisdiction by Daniel J. Murray, Jr., Chairman of the Warren County Board of Supervisors, this _____ day of _____, 2014.

My commission expires: _____

Notary Public
Registration No. _____

FORM APPROVED

Date

County Attorney

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

E

**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. 10

Meeting Date: April 28, 2014

Agenda Item: COUNCIL RECOMMENDATION – Board of Zoning Appeals (BZA)

Summary: Council is requested to consider a recommendation to the Judge of the Warren County Circuit Court for re-appointment to the Front Royal Board of Zoning Appeals (BZA) to fill a five-year term ending May 1, 2019.

Budget/Funding: None

Attachments: None

Meetings: Work Sessions held March 17, April 7, April 21, 2014

**Staff
Recommendation:** Approval ☒ Denial ☐

Proposed Motion: I move that Council recommend _____ to the Judge of the Warren County Circuit Court for re-appointment to the Front Royal Board of Zoning Appeals (BZA) to fill a five-year term ending May 1, 2019.

*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: JP



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

Page 1
Item No. 11

Meeting Date: April 28, 2014

Agenda Item: COUNCIL NOMINATIONS – 2014 Virginia Municipal League (VML) Policy Committees

Summary: Council is requested to make nominations to the Virginia Municipal League (VML) Policy Committees. Policy Committees members are nominated each spring. They serve May through December 2014. They generally meet once during the year in July. Nominations are due to VML by May 2, 2014.

Budget/Funding: None

Attachments: Letter from VML

Meetings: Work Session held April 21, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council nominate the following to the various Virginia Municipal League (VML) Policy Committees, said terms to expire December 31, 2014.

- 1) Vice Mayor Parker and Councilman Sayre to the Community & Economic Committee
- 2) Town Manager Steve Burke to the Environmental Quality Committee
- 3) Councilman Funk and Finance Director Kim Gilkey-Breeden to the Finance Committee
- 4) Town Attorney Doug Napier to the General Laws Committee
- 5) Councilman Hrbek and Councilman Tharpe to the Transportation Committee

*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



OFFICERS

PRESIDENT

DAVID P. HELMS
MARION MAYOR

PRESIDENT-ELECT

WILLIAM D. EUILLE
ALEXANDRIA MAYOR

VICE PRESIDENT

RON RORDAM
BLACKSBURG MAYOR

IMMEDIATE PAST PRESIDENT

EDWIN C. DALEY
HOPEWELL

EXECUTIVE DIRECTOR

KIMBERLY A. WINN

MAGAZINE

VIRGINIA TOWN & CITY

April 8, 2014

To: Key Officials of Full Member Local Governments
Council and Board Clerks of Full Member Local Governments

From: Kim Winn, Executive Director

Subject: 2014 VML Policy Committee Nominations

The Virginia Municipal League is now accepting nominations for its 2014 policy committees. A description of the policy committee process is attached, along with a nomination form. **Please complete the enclosed form and return it to VML by May 2. If your community has an election in May, please return this form by the requested date even if you must revise it later.**

Please observe the following guidelines when making your policy nominations:

- Only full-member local governments may participate.
- You may nominate two individuals to a committee; if two are nominated, at least one nominee must be a governing body member.
- Only members of a council or board of supervisors and appointed officials (i.e., employees of the local government) are eligible to serve.
- Individual may serve on only one committee.
- The chief administrative officer or mayor/board chairman must sign the nomination form.
- **Please return nomination forms by May 2.**

We will forward information about policy committee meeting times and rooms as soon as they are confirmed. Policy committee recommendations that emerge from the July meeting will be forwarded to the Legislative Committee for consideration at its September meeting.

Please call/email Janet Areson (804/523-8522, jareson@vml.org) if you have any questions about the appointment process.

P.O. Box 12164

RICHMOND, VIRGINIA 23241

13 EAST FRANKLIN STREET

RICHMOND, VIRGINIA 23219

804/649-8471

FAX 804/343-3758

e-mail@vml.org

www.vml.org

VML 2014 Policy Committee Nominations

Please return this form by **May 2** to Joni Terry at VML, P.O. Box 12164, Richmond, VA 23241; Fax 804/343-3758; email: jterry@vml.org

Community & Economic Development

Name & Title: _____

Name & Title: _____

Environmental Quality

Name & Title: _____

Name & Title: _____

Finance

Name & Title: _____

Name & Title: _____

General Laws

Name & Title: _____

Name & Title: _____

Human Development & Education

Name & Title: _____

Name & Title: _____

Transportation

Name & Title: _____

Name & Title: _____

Signed: _____ Locality: _____
(Mayor/Chair, or Manager/Administrator)

VML's Legislative and Policy Committee Process

Each year the Virginia Municipal League develops two separate documents -- a legislative program and a compilation of policy statements -- through a process that involves the Legislative Committee and six separate policy committees. The Legislative Committee is responsible for developing the legislative program, but it may also rely on input from the policy committees to do so. The policy committees develop broad policy statements, in addition to submitting specific legislative recommendations for consideration by the Legislative Committee.

Legislative Committee

What is the role of the Legislative Committee?

The Legislative Committee is responsible for considering and reporting on existing or proposed state and federal legislation or regulations, and urging the enactment or amendment of, or opposition to, such legislation or regulations.

How is the Legislative Committee appointed?

VML's Constitution spells out the composition of the Legislative Committee. The committee consists of 24 people holding elective or appointed positions, all appointed by VML's President. Of the 24 members, 12 must be representatives of cities and urban counties with populations in excess of 35,000, 6 must be representatives of cities and urban counties with populations of 35,000 or less, and 6 must represent towns.

What is included in VML's Legislative Program?

The legislative program adopted by the Legislative Committee reflects specific legislative objectives that VML hopes to achieve during the upcoming legislative session. It is subject to the approval of VML's membership at the annual conference.

What is the relationship between the legislative committee and VML's policy committees?

The Legislative Committee meets prior to the policy committees to identify issues that it would like the committees to consider for potential inclusion in the league's legislative program. It meets again after the policy committees have met to consider their recommendations.

Policy Committees

What is the role of the policy committees?

Policy committees receive briefings on select statewide issues, consider possible changes to the policy statement, and develop legislative recommendations for the Legislative Committee to consider.

How are policy committees appointed?

Policy committee membership consists of elected and appointed officials of full-member local governments. Nomination information is sent in the spring to each locality, and each local government determines which of its officials will be nominated for each of the six policy committees. Each local government may nominate up to two people per policy committee, at least one of whom must be an elected official.

What are the benefits of serving on a policy committee?

VML policy committees offer members an opportunity to learn about current and emerging statewide issues that affect local governments, to develop through policy statements the broad philosophical framework that guides the league, and to network with local officials with similar policy interests.

How many policy committees are there?

There are six policy committees: community and economic development, environmental quality, finance, general laws, human development and education, and transportation.

What issues does each policy committee cover?

- **Community & Economic Development:** Authority, administration, and funding of local governments to manage a full range of community and economic development issues, including business development and retention, international competitiveness, infrastructure development and investment, planning, land use and zoning, blight, enterprise zones, housing, workforce development and historic preservation.
- **Environmental Quality:** Natural resources and the authority of local governments to manage the environment, including water resources and quality, solid and hazardous waste management, air quality and the Chesapeake Bay.
- **Finance:** Powers, organization and administration of local government financing, including taxing authority, debt financing, state aid to local governments and federal policies affecting local finance issues.
- **General Laws:** Powers, duties, responsibilities, organization and administration of local governments, including state-local and inter-local relations, conflicts-of-interest, freedom-of-information, information management and personnel, telecommunications, utilities and law enforcement, jails and courts issues.
- **Human Development and Education:** Management and funding of social services, education, health, behavioral health, juvenile justice, recreation, rehabilitation and programs for the aging.
- **Transportation:** Development, maintenance, and funding of a comprehensive land, sea and air transportation system for the Commonwealth, and federal, state and local roles in the provision and regulation of transportation.

What is a policy statement?

Each policy committee develops a policy statement that covers issues in its respective area. The policy statement expresses the agreement of VML's membership on matters of interest to local governments. The statement generally addresses broad, long-term, philosophical positions. The VML membership approves the policy statements at its annual meeting.

How do policy statements differ from VML's legislative program?

Policy statements are general in nature. They reflect local governments' positions on a range of issues. The Legislative Program is more specific and immediate. It is limited to legislative positions that VML expects to lobby on during the upcoming legislative session.



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

Page 1
Item No. 12

Meeting Date: April 28, 2014

Agenda Item: COUNCIL APPROVAL – Encroachment License for 125 W 4th Street - McMahon

Summary: Council is requested to approve a request from Martin P and Rachel M McMahon, owners of property located at 125 W 4th Street for a five year encroachment license to maintain the existing encroachment of their front open porch into W. 4th Street.

Budget/Funding: None

Attachments: Agreement

Meetings: Work Session held April 21, 2014

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve the request from Martin P and Rachel M McMahon, owners of property located at 125 W 4th Street for a five year encroachment license to maintain the existing encroachment of their front open porch into W. 4th Street.

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

ENCROACHMENT LICENSE

THIS ENCROACHMENT LICENSE ("License") made and entered into this ____ day of April, 2014, by and between the TOWN OF FRONT ROYAL, a municipal corporation of the Commonwealth of Virginia (hereinafter referred to as the "Town"), Licensor, and MARTIN P. MCMAHON and RACHEL M. MCMAHON, Licensee (hereinafter jointly referred to as the "Parties").

RECITALS

1. The Town is empowered to authorize encroachments upon its public rights-of-way in Front Royal, Virginia, under §§15.2-2009 – 15.2-2011 of the Code of Virginia, 1950, as amended.
2. The Licensee is the owner of real property located at 125 W. 4th Street, Front Royal, Virginia, County Tax Map # 20A5 715 26A ("the Property"), on which Property have been constructed certain improvements which extend beyond the boundary lines of the Property into, on and over the Town's public rights-of-way ("Encroachment").
3. The Licensee seeks authorization from the Town to maintain the Encroachment into, on and over the Town's public rights-of-way.
4. By Resolution adopted by the Town Council of the Town on _____, Licensor has authorized its Mayor to execute and deliver this License to Licensee to permit the Encroachment under the terms and conditions set forth in this License.

WITNESSETH

Pursuant to §§15.2-2009 – 15.2-2011 of the Code of Virginia, 1950, as amended, the Town hereby grants a license authorizing the Encroachment into, on and over its public rights-of-way described below according to the terms and conditions set forth hereinafter:

1. Recitals: The recitals are hereby incorporated as a material part of this License.
2. Description of the Licensed Property: The property licensed is generally located at the corner of Villa Avenue and 4th Street, consisting of a portion of the front open porch of 125 W 4th Street, approximately 24 feet wide extending into the Town's right-of-way a distance of between one-tenth (0.1) and three-tenths (0.3) of a foot, as more particularly shown by the plat of survey of Wayne E. Niskanen, C.L.S., dated November 9, 1998, and attached hereto as "Exhibit A" and incorporated herein ("Licensed Property").
3. Term: This License is for a term of five (5) years from the date hereof ("Term"), if not earlier revoked at the will of the Town, and it is understood that Licensee may appear before the Town Council of the Town and request an extension of the term of this License before its expiration. The Term notwithstanding, this License is automatically revoked with

respect to the related area of the Licensed Property upon the removal or destruction of all or a part of the Encroachment, regardless of cause.

4. Use of Premises: The Licensor hereby grants to Licensee the right to maintain the Encroachment within the Licensed Property. No expansion, enlargement or extension of the Encroachment, and no other or additional use of the Town's rights-of-way, is authorized by this License.

5. Indemnification: Nothing contained herein shall be deemed to relieve Licensee from liability for negligence on their part. Licensee agrees to indemnify, defend, save and hold harmless the Licensor, its officers, agents, servants and employees ("the Indemnified Parties") of and from any and all costs of suit, together with the Indemnified Parties' reasonable expenses of legal services, by reason of all claims, demands, or judgments asserted or recovered, whether justly, unjustly, falsely, fraudulently or frivolously, by a person, firm or entity by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Licensee, its agents, employees, contractors, guests or invitees in relation to the Encroachment. Upon the filing with the Licensor by anyone of a suit, demand, or claim for damages arising out of incidents for which Licensee herein agrees to indemnify and hold the Town harmless, the Licensor shall notify Licensee of such claim and in the event that Licensee does not settle or compromise such claim, Licensee shall undertake the legal defense of such claim both on behalf of Licensee and on behalf of the Licensor. It is specifically agreed, however, that the Licensor may participate in the legal defense of any such claim. Any final judgment rendered against the Licensor for any cause for which Licensee is liable hereunder shall be conclusive against Licensee as to liability and amount.

6. No Amendment: This License represents the entire agreement between the Parties as to its subject matter, and may be amended or waived only by a writing signed by the both Parties.

7. Recording: Licensee shall cause this License, together with Exhibit A, to be recorded in the land records of the Clerk's Office of the Circuit Court of Warren County, Virginia, at Licensee's expense.

WITNESS the following signatures effective on the date above first written:

LICENSOR:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Timothy W. Darr, Mayor

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF WARREN, to-wit:

Subscribed to before me by Timothy W. Darr, Mayor, on this ____ day of _____, 2014.

Notary Public
My Commission Expires:

LICENSEE:

Martin P. McMahon

Martin P. McMahon

Rachel M. McMahon

Rachel M. McMahon

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF WARREN, to-wit:

Subscribed to before me by MARTIN P. McMahon & Rachel M. McMahon
on this 10th day of APRIL, 2014.

Connie L. Potter

Notary Public

My Commission Expires: 8/31/15



APPROVED AS TO FORM:

George M. Sonnett, Jr.

George M. Sonnett, Jr.
Assistant Town Attorney

000015 MAR 29 85

VILLA AVENUE

60' R/W

1-STORY
BLOCK
SHED



N 01° 00' 00" E 2.2'

2.2'

2.2'

0.1' ON LOT

0.3' IN STREET

N 89° 00' 00" W ~ 150.00' (TOTAL)

75.00'

NOTES

1. SUBDIVISION PLAT IN D.B."X", PG. 444.
2. TAX MAP 20A-B-13-15-24, 25 & 26.
3. TITLE REPORT UNAVAILABLE.

FOURTH STREET 60' R/W

LOT 589° 00' 00" E ~ 150.00' (TOTAL)

75.00'

25

W 01° 00' 00" E

00.00'

25

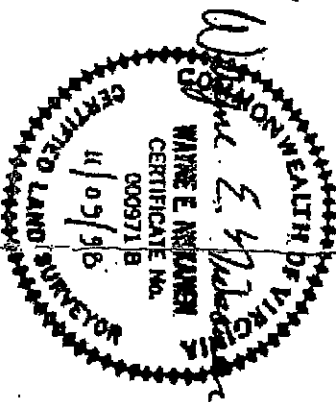
LOT 25A
6750 #

LOT
LINES
HEREBY
VACATED

W 01° 00' 00" E

ALLEY

20' R/W



LAND SURVEYS, INC.
FRONT ROYAL, VIRGINIA

FRONT ROYAL -

IMPROVEMENTS

TOWN OF FRONT
WARREN COUNTY

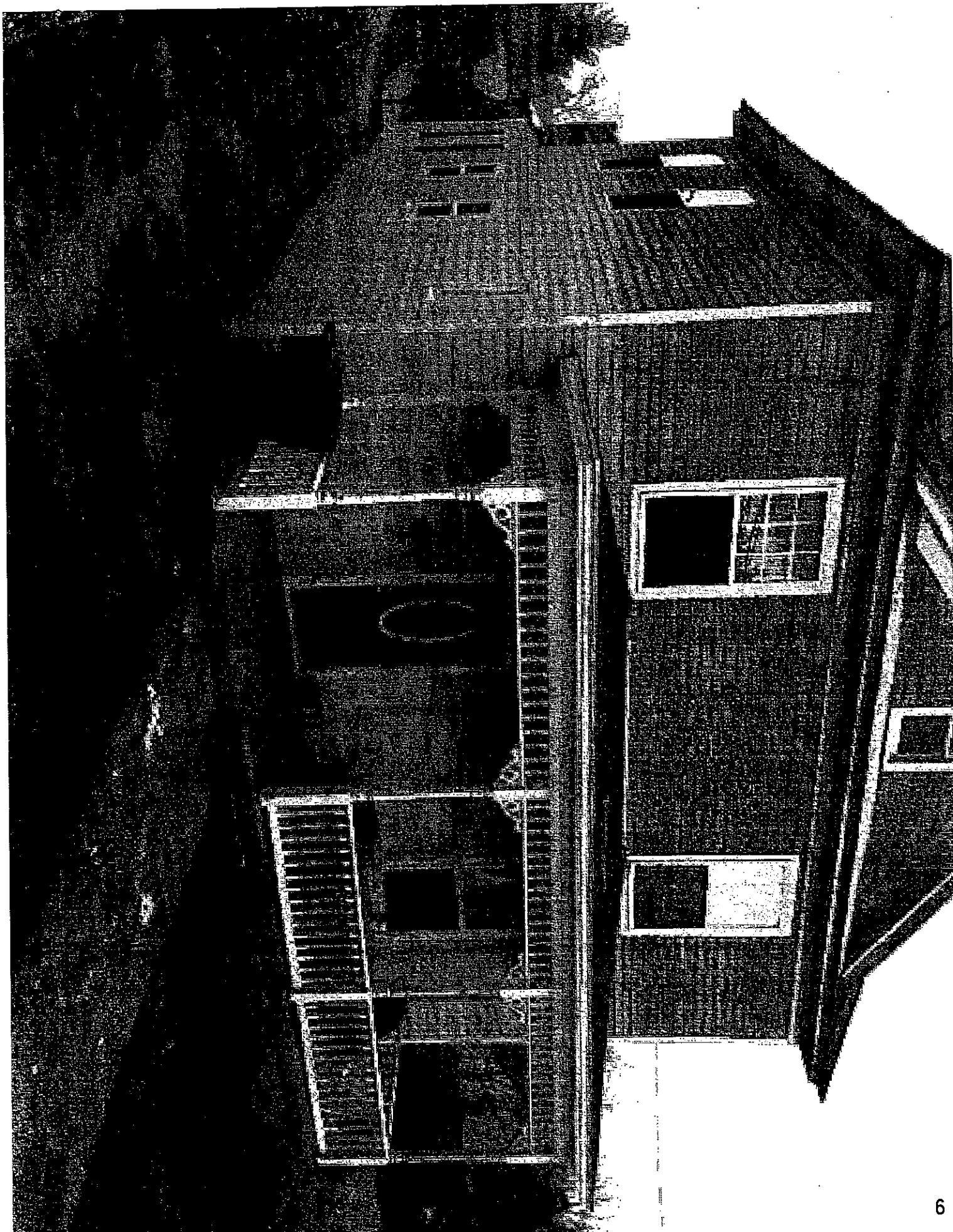
SCALE: 1"=20'



SCALE IN FEET

Exhibit A

3233355





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

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Item No. 13

Meeting Date: April 28, 2014

Agenda Item: CLOSED MEETING – 1) Acquisition of Real Property; 2) Consultation with Legal Counsel, specifically, the Town's Franchise and Pole Attachment Agreements with Comcast; 3) Consultation with Legal, specifically the Route 522 Corridor Feasibility Study; and, 4) Consultation with Legal Counsel, specifically issues that have arisen as a consequence of the 1998 voluntary settlement agreement, and amendment and Court proceedings relating thereto, between the Town of Front Royal and the County of Warren.

Summary: Council is requested to convene and go into Closed Meeting for the purpose of 1) discussion or consideration of the acquisition of real property for a public purpose, namely, Leach Run Parkway, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 A. 3. of the Code of Virginia; 2) consultation with legal counsel employed or retained by a public body regarding specific legal matters, specifically, the Town's franchise and pole attachment agreements with Comcast, requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711.7 of the Code of Virginia; 3) consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, the Route 522 Corridor Feasibility Study, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia; and, 4) pursuant to Virginia Code § 2.2-3711.7, for the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters, specifically, issues that have arisen as a consequence of the 1998 voluntary settlement agreement, and amendment and Court proceedings relating thereto, between the Town of Front Royal and the County of Warren, which requires the provision of legal advice by such counsel.

Budget/Funding: None

Meetings: None

Staff

Recommendation: Approval ☒ Denial

Proposed Motion:

Motion to go Into Closed Meeting

Council is requested to convene and go into Closed Meeting for the purpose of 1) discussion or consideration of the acquisition of real property for a public purpose, namely, Leach Run Parkway, where discussion in an Open Meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 A. 3. of the Code of Virginia; 2) consultation with legal counsel employed or retained by a public body regarding specific legal matters, specifically, the Town's franchise and pole attachment agreements with Comcast, requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711.7 of the Code of Virginia; 3) consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, specifically, the Route 522 Corridor Feasibility Study, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia; and, 4) pursuant to Virginia Code § 2.2-3711.7, for the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters, specifically, issues that have arisen as a consequence of the 1998 voluntary settlement

agreement, and amendment and Court proceedings relating thereto, between the Town of Front Royal and the County of Warren, which requires the provision of legal advice by such counsel.

Motion to Certify Closed Meeting at its Conclusion *[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]*

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

*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