



TOWN COUNCIL SPECIAL MEETING

Monday, September 21, 2015 @ 7:00pm
Front Royal Administration Building

1. Roll Call
 2. COUNCIL APPROVAL – Revision of MOU and Resolution for Leach Run Parkway
-

TOWN COUNCIL WORK SESSION

Monday, September 21, 2015
(immediately following Special Meeting)
Front Royal Administration Building

Town/Staff Related Issues:

1. Warren Heritage Society Request for Additional Funding – *Town Manager*
2. Draft Code Amendment “Modifications to High Grass & Trash Regulations” – *Dir of Planning*
3. Continued Discussion of Urban Agriculture Ordinance – *Director of Planning*
4. Employee Handbook Revisions – *Town Attorney*

Council/Mayor Related Items

5. Council Voting Order – *Councilman Hrbeke*
6. Discussion Pertaining to Chapter 134-1.C. (Water Policy)
7. Council Discussion/Goals (*time permitting*)

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SPECIAL MEETING
LEACH RUN PARKWAY



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

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Item No. 2

Meeting Date: Special Meeting - September 21, 2015

Agenda Item: COUNCIL APPROVAL – Leach Run Parkway MOU Revision and Resolution to Award Contract by EDA

Summary: Council is requested to approve revisions to the MOU with the County of Warren and Economic Development Authority (EDA) regarding the funding of the Leach Run Parkway project to address the bid being higher than budget and identifying that the Town shall pursue additional Revenue Sharing Funds to complete the project as originally designed. In addition, Council is requested to approve a Resolution accepting the bid from Branch Highways and authorizing the EDA to award construction of the road and waterline to Branch Highways, pursue a change order based upon the revised plans to reduce the scope and cost of the project, and directing staff to pursue additional funding from VDOT for the project. The Town will conduct a future public hearing to amend our FY15-16 Budget for this project

Budget/Funding: Expense: \$12,312,582.95 – 4500-7957 Leach Run Parkway Construction
Revenue: \$5,324,050.00 – 4500-3410206 VDOT Revenue Sharing
\$5,324,050.00 – 4500-3410001 Warren County Bond Proceeds
\$832,241.48 – 4500-3420206 Future VDOT Funding
\$832,241.48 – 4500-3410001 Future Warren County Bond Proceeds
Expense: \$868,225.00 – 9602-7513 Water Line Upgrades
Revenue: \$868,225.00 – 9601-3510110 Fund Balance - Water

Attachments: Memorandum of Agreement; Resolution; Leach Parkway Updated Plan View

Meetings: September 8, 2015 Work Session

Staff

Recommendation: Approval X Denial _____

Proposed Motion: **I move that Council approve revisions to the Memorandum of Agreement (MOU) with the County of Warren and Economic Development Authority (EDA) to fund the Leach Run Parkway as presented and authorize the Mayor and Town Manager to execute the MOU. I further move that Council approve a Resolution accepting the construction bid from Branch Highways and authorize the EDA to award the contract for construction as presented.**

*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

AMENDED
MEMORANDUM OF UNDERSTANDING FOR
LEACH RUN PARKWAY COST SHARING

09/14/2015

THIS AMENDED MEMORANDUM OF UNDERSTANDING FOR LEACH RUN PARKWAY COST SHARING for right-of-way acquisition, design, and construction costs for the Leach Run Parkway, dated this _____ day of _____, 2015, by and between the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter the "County"), **THE TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation (hereinafter the "Town"), and **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL, VIRGINIA AND THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter the "EDA").

WITNESSETH:

RECITALS:

A. For more than twenty (20) years, the Town has had plans for the construction of a road, to be known as Leach Run Parkway (hereinafter "LRP"), which is planned to connect Happy Creek Road from the vicinity of its intersection with Shenandoah Shores Road to John Marshall Highway near its intersection with West Commonwealth Drive.

B. The Town will benefit from the construction of LRP by easing traffic congestion in the downtown area by enabling traffic to travel from the Happy Creek Road area to the John Marshall Highway area without the need of traveling through the downtown, and further impacting Sixth Street, Commerce Avenue, and intersections of each.

C. The County will benefit from the construction of LRP by reducing the travel distances and times of school buses and emergency vehicles between Happy Creek Road and John Marshall Highway, and from improved connectivity for the northeastern portion of the County to the Town and to Interstate 66.

D. The EDA will benefit from the construction of LRP by improving access from the Linden interchange of Interstate 66 to the Happy Creek Technology Park.

E. To assist the Town in the acquisition of right-of-way and construction of LRP, and for the mutual benefit of the Town, the County, and the EDA, the EDA has assisted the Town in the acquisition of right-of-way for the LRP.

F. The Town previously acquired approximately 8.8 acres of right-of-way between John Marshall Highway and the Heptad/Swan Farm property, and approximately 2.1 acres of right-of-way just south of Happy Creek Road for the LRP.

G. To date, the EDA, with the consent of the County and the Town and with the commitment from the County and Town to share in the cost thereof repayment of debt service pursuant to their fair funding formula for capital expenditures, has acquired all the rest of the right-of-way, permanent drainage easements and temporary construction easements needed for the construction and maintenance of LRP from several former and current owners of properties in the path of LRP at a cost of \$3,729,576.00.

H. In 2011 the County, the Town and the EDA entered into a Memorandum of Understanding ("MOU") that described the rights-of-way to be acquired, and the agreement of the parties to finance the acquisition of the land, the engineering of the project, and the construction of the project, which MOU should now be amended to reflect the true costs of the components of the project.

I. Earlier in 2015 the County purchased portions of the properties acquired by the EDA for land upon which to locate a new middle school, for which the County paid to the EDA \$1,558,175.00.

J. In June 2015, the EDA received 5 bids for the construction of LRP with the lowest apparent base bid in the amount of \$12,313,582.95. As this amount was significantly over the estimated and budgeted construction cost of \$8,000,000, the EDA, through its engineer, has worked to identify value engineering items to bring the overall cost of the project closer to the available funding.

K. The County, the Town, and the EDA now desire to re-memorialize in writing the terms of each parties' participation and contributions in the acquisition of property for and in the design and construction of the LRP.

To that end, and for and in consideration of the mutual covenants contained herein, the County, the Town and the EDA agree as follows:

1. The County and Town agree to continue to fund the debt service on the EDA's purchases of the rights-of-way and easements through contributions to the EDA's capital budget according to the terms of a fair funding formula agreed to by the Town and County, and in effect since 1995.

2. The Town agrees to give all due and timely consideration to the EDA in rezoning, subdividing and/or developing the portions of the former NVA Properties, LLC properties that are not needed for the right-of-way of LRP, so they may be developed, marketed and sold with the proceeds going toward the payment of the debt on the acquisition of right-of-way of the LRP and on the construction of the LRP.

3. All proceeds from the sale of any portions of any parcels not used as right-of-way shall be applied to the reimbursements to the County and Town for their contributions made by each, in the same proportions as are paid by each of them.

4. The Town agrees by November 1, 2015 to request not less than an additional \$2,500,000.00 in matching funds from the Virginia Department of Transportation ("VDOT") to be added to the \$6,000,000 already awarded to the Town by VDOT to assist in repayment of the costs of right-of-way acquisition, engineering and construction of the LRP.

5. The Town and County agree, in addition to the \$6,000,000 borrowed from the Virginia Resources Authority (VRA), to fund the debt service on up to an additional \$4,250,000 financed through the EDA.

6. The EDA will transmit payment requests to the Town for processing. Upon receipt of payment requests, the Town will transmit an invoice to VDOT and to Warren County. The Town will pay the invoice within thirty (30) days of receipt. Should payment from VDOT or the County exceed sixty (60) days, the Town will not process further payment requests from the EDA until reimbursement has been received from VDOT and the County; provided that if the EDA is assessed any late penalties or receives any notices of breach of contract for late payments to the contractor, the Town and County will reimburse the EDA for any and all additional costs or charges as a result of such late payments to the contractor, through no fault of the EDA.

7. The County, Town and EDA agree as much as possible to expedite plans, rezoning applications, conditional use permits/special use permit applications, subdivision applications (if necessary) and development plans (if necessary) from Heptad, LLC, from the EDA, from Valley Health, and from any other developers of land that would benefit by the construction of the LRP to assist in the accomplishment of the purposes of this Memorandum of Understanding.

8. The terms of this Amended Memorandum of Understanding are contingent upon the County, the Town and the EDA each formerly ratifying the execution of this Memorandum of Understanding at public meetings of the Board of Supervisors, the Town Council, and the Board of Directors of the EDA respectively.

9. The County, Town and EDA will cooperate to do all other things necessary or appropriate for the ends and purposes of this Memorandum of Understanding to be accomplished.

WITNESSETH the following signatures:

For the County of Warren, Virginia

Richard H. Traczyk, Chairman

Date: _____

Attest:

Douglas P. Stanley
County Administrator

Date: _____

For the Town of Front Royal, Virginia

Timothy W. Darr, Mayor

Date: _____

Attest:

Steven M. Burke
Town Manager

Date: _____

For the Board of Directors of the Industrial
Development Authority of the Town of Front
Royal, Virginia and the County of Warren,
Virginia (EDA)

Patricia S. Wines, Chairman

Attest:

Jennifer R. McDonald
Executive Director of the Economic
Development Authority

Approved as to Form:

Blair D. Mitchell
County Attorney

Blair D. Mitchell
Counsel for the EDA

Douglas W. Napier
Town Attorney



Town of Front Royal, Virginia



**RESOLUTION
LEACH RUN PARKWAY
AWARD OF CONTRACT**

WHEREAS, the Economic Development Authority (EDA) as the agent for the Town of Front Royal and the County of Warren for the Leach Run Parkway project received bids for the construction of the project with the bid for construction of the 12" water main for \$868,225.00 and the bid for construction of the road for \$12,312,582.95 from Branch Highways; and,

WHEREAS, the bid for the construction of the road exceeded the available funding available for the project; and,

WHEREAS, the EDA has developed a revised project design to reduce the number of constructed lanes, remove street lighting, remove landscaping, and revise the drainage structures to reduce the anticipated cost of the project to a level that can be constructed with available funding; and,

WHEREAS, the Town of Front Royal, County of Warren, and EDA desire for the project to be constructed by the fall of 2017; and,

WHEREAS, because the Town of Front Royal will be responsible for a portion of the debt service of the full cost of the project, it is appropriate of the Town to approve the terms and cost of the construction contract between the EDA and the contractor.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia hereby approve the bid for construction of the waterline and road received from Branch Highway and authorize the EDA to award the project for construction. Town Council also directs the EDA to pursue a Change Order for the project based upon the revised plans to reduce the scope and cost of the project to the funds currently available; and,

BE IT FURTHER RESOLVED that the Mayor and Council of the Town of Front Royal, Virginia hereby directs Town staff to pursue application of a VDOT Revenue Sharing funding for the components of the project removed by Change Order associated with the reduced scope plans.

Adopted this 21st day of September, 2015

APPROVED:

Timothy W. Darr, Mayor

Attest:

Jennifer E. Berry, CMC, Clerk of Council

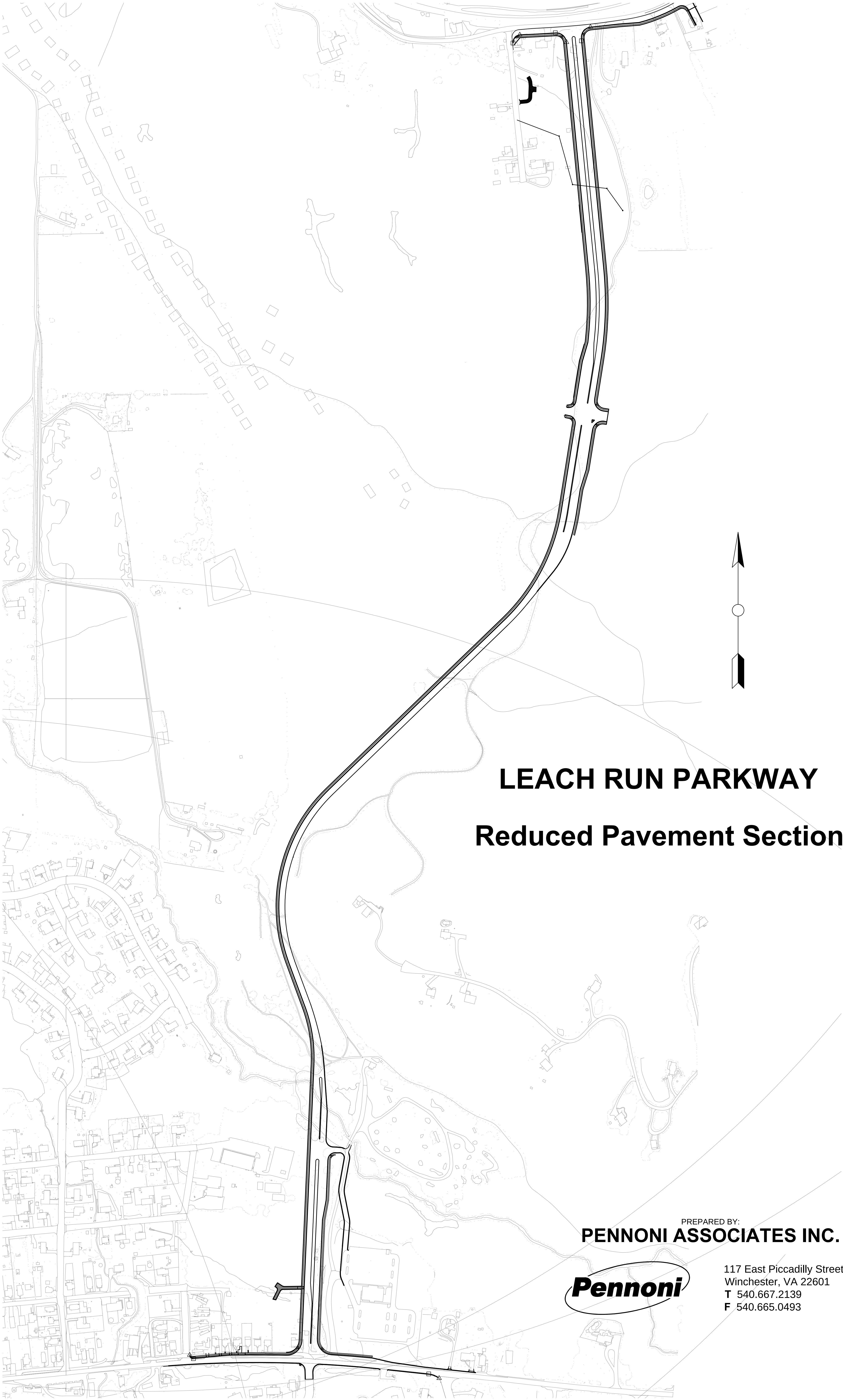
THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia
Town Council on _____ 2015, upon the following recorded vote:

Bébhinn C. Egger	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
John P. Connolly	Yes/No	Daryl L. Funk	Yes/No

Approved as to Form and Legality:

Douglas W. Napier, Esq., Town Attorney

Date: _____



LEACH RUN PARKWAY

Reduced Pavement Section

PREPARED BY:
PENNONI ASSOCIATES INC.

Pennoni

117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139
F 540.665.0493

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WORK SESSION

WARREN HERITAGE SOCIETY



Town of Front Royal, Virginia Work Session Agenda Form

Date: September 21, 2015

Agenda Item: Warren Heritage Society Request for Utility Funding

Summary: The Town has received a request from Patrick Farris, Executive Director of Warren Heritage Society, for an in-kind donation to offset the utility expenses incurred by the Heritage Society. The Heritage Society provides services both to the Town through preservation of Town records, as well as the citizens of the Town through the preservation and display of the history of the Town. The request for assistance is \$15,000, an increase from the previous amount of \$10,000 provided by the Town.

Council Discussion: Council is requested to consider reimbursement of utility service expense at 101 Chester Street for the Warren Heritage Society for FY2015-2016.

Staff Evaluation: Reimbursement of utility service would be funded through a donation of funds from the Electric, Water and Sewer Fund reserves.

Budget/Funding: Funding for this effort would be made through the Electric, Water, and Sewer Fund Reserves. The Finance Director will be available to address fiscal issues.

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

Staff Recommendations: Staff recommends that Town Council consider the request to donate a reimbursement of utility service to the Warren Heritage Society.

Town Manager Recommendation: The Town Manager recommends that Town Council consider the request to donate a reimbursement of utility service to the Warren Heritage Society.

Council Recommendation:

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

Steve Burke
Town Manager
Town of Front Royal

Mr. Burke,

As per your request, I am formally submitting for consideration by the Front Royal Town Council financial support from the Town to the Warren Heritage Society in the form of coverage of the Society's utilities costs. In 2014 past the Town covered these costs to the amount of \$10,000 per year, which covered approximately 65% of our annual utilities usage, and so we are requesting the amount be amended to \$15,000 in coverage in order to defray these expenses.

As we have submitted in the past, the Warren Heritage Society is proud to assist and partner with the Town on numerous projects, and through its own financing has built and maintained a museum complex with extensive programming that serves the community year-round and attracts visitors.

Thank you for your time and consideration, please do not hesitate to contact me concerning any aspect of this request.

Most sincerely yours,

Patrick Farris
Executive Director
Warren Heritage Society

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WORK SESSION

HIGH GRASS & TRASH REGULATIONS

Town of Front Royal, Virginia Work Session Agenda Form

Date: September 21, 2015

Agenda Item: Draft Code Amendment – “Modifications High Grass & Trash Regulations”
Director of Planning & Zoning/Town Attorney

Summary: The attached draft amendment to the Town Code proposes modifications that will improve the Town’s regulations governing high grass and trash. The following list summarizes the key changes proposed:

- Increases the penalties for repeat offenders.
- Clarifies that repeat offenders are only required to be given 1 notice during a year.
- Removes the grass cutting season (May 1 – Sept 1) so grass would need to be cut all year.
- Changes the maximum height of grass from 15 inches to 10 inches.
- General language changes and a new definition of foreign growth.
- Exemptions included to the high grass regulations for agricultural uses and areas further than 100 feet from buildings.
- Authorization for the Town Manager to enforce trash and debris violations, either as a Class IV misdemeanor, or by removal action and billing of the owner.
- General language changes or corrections.

Council Discussion: This agenda item is scheduled for a work session review.

Staff Evaluation: The proposed changes were drafted by the Dept. of Planning & Zoning and Assistant Town Attorney.

Budget/Funding: None.

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

Town Manager: The Town Manager and Staff will be available at the work session for questions.

Council Recommendation:

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



DRAFT AMENDMENT – VERSION 4b

CHAPTER 170 UPDATES – MODIFICATIONS TO HIGH GRASS & TRASH REGULATIONS

This draft amendment is intended to modify the regulations and enforcement procedures related to high grass and trash violations.

START -----

Section 170-1 DEFINITIONS

For the purposes of this Chapter, the following words shall have the meanings respectively ascribed to them by this Section:

DEBRIS - Includes cuttings of weeds, trees or bushes, trash, junk, ~~discarded motor vehicles~~ or any other material which may provide a hiding place for snakes or rats, or anything or any condition which may be a fire ~~menace~~ **hazard**, breeding place for mosquitoes or which gives off obnoxious or offensive odors.

~~**GRASS, WEEDS AND OTHER FOREIGN GROWTH** –~~ **Plants other than grass and weeds** that the provisions of this Chapter also require property owners to cut, including poison ivy, poison oak, poison sumac, and invasive alien plants that are identified by the Virginia Department of Conservation and Recreation; however, the following are specifically excluded as being classified as foreign growth when they are routinely maintained and kept in reasonably good health: shrubs and flowers that are customarily used for ornamental purposes, common garden vegetables, fruit, trees, and underbrush within a forest or woodland area. ~~Includes grass, weeds, brush, poison ivy, poison oak, honeysuckle or any other vegetable growth other than trees, ornamental shrubbery, flowers and garden vegetables.~~

Section 170-2 REMOVAL OF HIGH GRASS, WEEDS AND FOREIGN GROWTH

- A. ~~Between May 1st and September 1st of each year, t~~ **The owner of any vacant developed or undeveloped property located within the Town, including such property upon which buildings or other improvements are located, shall whenever any such growth exceeds a height of ten inches (10”), cut the grass, weeds and other foreign growth on such property or any part thereof, excluding areas that are farther than one hundred (100) feet from the principal building on such property, and from any building situated on an adjacent property. Nothing herein shall apply to property zoned for or in active farming operation. Any such owner failing, refusing or neglecting to cut or remove such grass, weeds and other foreign growth, after ten (10) days notice, shall be in violation of this Section and, upon conviction, shall be subject to a civil penalty of not to exceed fifty dollars (\$50) for the first such violation or violations arising from the same set of operative facts, and a civil penalty of \$100 for subsequent violations not arising from the same set of operative facts occurring within 12 months of the first violation. Each business day during which the same violation is found to have existed shall constitute a separate offense, however, the total amount of civil penalties arising from the same set of operative facts in a 12-month period shall not exceed \$3,000.** ~~Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a~~

series of violations arising from the same set of operative facts result in civil penalties exceeding \$3,000 in a twelve (12) month period. Alternatively, the Town Manager, should he deem it necessary, may, after ten (10) days written notice, to the owner of record, with one such notice being sufficient notice for the entire growing season, have such grass weeds or foreign growth cut by the Town's agents or employees, in which event the costs and expenses thereof shall be chargeable to and paid by the owner of such property, and any such charges may be collected by the Town as taxes are collected. Every charge authorized by this Section with which the owner of such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid taxes and enforceable in the same manner as provided in Articles 3 (§58.1-3940 et seq.) and 4 (§58.1-3965 et seq.) of Chapter 39 of Title 58.1.

- B. ~~Whenever the grass, weeds or other foreign growth attains the height of fifteen (15) inches or more, whether such property is vacant or occupied, it shall be presumed to threaten the health, safety and general welfare of the residents of the Town. Under such circumstances, the Town Manager may after ten (10) days notice to the owners or occupants thereof, have such grass, weeds, and other foreign growth cut by its agents, contractors or employees, and the costs and expenses thereof shall be charged to and paid by the owner of such property, and may be collected as taxes and levies are collected, and shall constitute a lien upon such property until such charges are paid. Any owner of property who is aggrieved by the decision of the Town Manager under this~~ provision Subsection may ~~note an appeal of the herein described notice within ten (10) days of the date of its receipt, in which case, all efforts to cause said grass, weeds,~~ or foreign growth ~~etc., to be cut by the Town shall cease until the appeal has been decided by the Town Council.~~

Section 170-3 REMOVAL OF TRASH; TOWN ACTION ON FAILURE OF OWNER TO REMOVE.

~~Whenever the Town Council deems it necessary, because of unsightly, unsanitary or hazardous conditions, the owner of any property in the town shall, after reasonable notice, remove therefrom any and all trash, garbage, refuse, litter and other substances which might endanger the health of other residents of the town, and should the owner fail, refuse or neglect to comply with the notice, he shall be subject to a fine not to exceed fifty dollars (\$50.), or, if the Town Council deems it necessary, it may, after reasonable notice, have such trash, garbage, refuse, litter and other substances which might endanger the health of other residents of the town, removed by its agents or employees, and the costs and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the town as taxes and levies are collected, and such charge shall constitute a lien upon such property until paid.~~

The owner of property located within the Town shall, when the Town Manager, acting as agent for the Town Council, determines that trash, garbage, refuse, litter, debris and/or other substances exist on the property, which might endanger the health or safety of other residents of the Town, after ten (10) days notice, remove therefrom any and all such trash, garbage, refuse, litter, debris and other substances to comply with such notice within then (10) days of receipt by disposing of such trash, garbage, refuse, litter, debris, or other substance in a manner authorized by law, shall be guilty of a Class IV misdemeanor. Alternatively, the Town Manager, should he deem it necessary, may, after ten (10) days notice, have such trash, garbage, refuse, litter, debris

and other substances, which might endanger the health of other residents of the Town, removed by Town's agents or employees, in which event the costs and expenses thereof shall be chargeable to and paid by the owner of such property and any such changes may be collected by the Town as taxes are collected. Every charge authorized by this Section with which the owner of such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Articles 3 (§58.1-3940 et seq.) and 4 (§58.1-3965 et seq.) of Chapter 39 of Title 58.1.

Section 170-4 NOTICE TO OWNER WHEN UNKNOWN.

If the owner of the ~~land~~ property ~~or lot is unknown or cannot be found~~, the notice mentioned in Sections 170-2 and 170-3 may be given to ~~his~~ **the owner's** agent and tenant or, if none, then such notice may be given by publication of the same once in **a newspaper published** ~~one (1) of the newspapers published~~ or circulated in the ~~the~~ Town.

-----END

Editorial Notes:

- Proposed new text is shown in **highlighted** font. Proposed deleted text is shown in ~~striketrough~~ font. Editorial notes not included.
- Drafted 6/29/15 (JFC); 7/15/15 (JFC/GS); 8/20/15 (JFC/GS); 8/21/15 (GS).

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WORK SESSION
URBAN AGRICULTURE

Town of Front Royal, Virginia Work Session Agenda Form

Date: September 21, 2015

Agenda Item: Draft Code Amendment - "Urban Agriculture"
Director of Planning & Zoning

Summary: The attached draft amendment was reviewed during the September 08, 2015 Town Council Work Session. During the meeting Town Council requested input from Warren County Animal Control regarding the proposed legislation that would allow "Urban Agriculture" in the Town as an accessory use, including the keeping of animals, subject to certain restrictions and requirements.

It was also suggested during the September 8, 2015 Work Session that lots 1 acre and larger should not be required to obtain a permit for the keeping of animal.

Council Discussion: This agenda item is scheduled for a work session review.

Staff Evaluation: Warren County Animal Control has been contacted and their input should be available for the work session on September 21, 2015.

When Town Council is comfortable in moving forward with the draft amendment a public hearing (1st Reading) and 2nd Reading is required to adopt the draft code amendment.

Budget/Funding: None.

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

Town Manager: The Town Manager and Staff will be available at the work session for questions.

Council Recommendation:

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



DRAFT AMENDMENT – VERSION 5
“URBAN AGRICULTURE”

The purpose of this ordinance is to enhance the general welfare and health of the public by allowing limited agricultural practices in the Town when conducted as an accessory use. Performance standards and permitting requirements are proposed.

START -----

175-3 DEFINITIONS

ACCESSORY USE - A use of a building, lot or portion thereof which is customarily incidental and subordinate to the principal permitted use of the main building or lot. Accessory uses shall include the use of accessory buildings as a separate accessory dwelling unit, provided that the lot is at least 12,000 square feet in size, the accessory building complies with the minimum setback and yard area requirements that are required for main buildings within the applicable zoning district, no more than one accessory dwelling is located on the property, and the accessory dwelling unit does not utilize more than 500 square feet. *Urban agriculture is considered an accessory use when the requirements of Section 175-110.5 are complied with.*

AGRICULTURE/AGRICULTURAL PURSUITS – The tilling of soil, the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, livestock and fowl keeping and breeding, farm wineries, roadside stands, tenant houses necessary for the operation of a farm, and the production of natural products with resources primarily derived from the land upon which it is produced. Yard maintenance, landscaping, noncommercial gardening and other customary incidental accessory uses shall not be deemed as "agriculture." Where agricultural uses are permitted under Chapter 175 of the Town Code, the provisions of Section 66-5 pertaining to slaughtering of stock shall not apply, provided that this exemption only applies to small scale slaughtering activities on a farm, and does not apply to slaughterhouses.

AGRICULTURE, URBAN (*Urban Agriculture*) – *An umbrella term that describes a range of food growing practices conducted as an accessory use that may include the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, and both livestock and fowl keeping, subject to compliance with the regulations of Section 175-110.5.*

175-110.5 PERFORMANCE STANDARDS FOR URBAN AGRICULTURE

Urban Agriculture, as defined under Section 175-3 of this Chapter, shall comply with the following performance standards.

- A. A zoning permit shall be required for the keeping of animals kept in association with urban agriculture. Such a zoning permit application shall include a management plan that adequately addresses waste disposal, site suitability, setbacks, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance. The management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. Conditions of approval or recommendations may be required as part of the zoning permit based on the management plan or*

other recommendations of the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. The zoning permit shall only be valid for one (1) year; except that, the Zoning Administrator may successively renew the permit in additional one (1) year increments upon expiration; provide that, the use remains in compliance with the management plan and otherwise remains lawful.

B. Single family, duplex or two-family dwellings shall be permitted to keep up to six (6) female chickens (non-crowing hens only), six (6) bee hives, and/or six (6) rabbits.

C. Other types of residential uses, such as townhouses, condominiums, multi-family (apartments), are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.

D. Commercial and industrial uses, excluding schools, are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.

E. Roosters, livestock (excluding rabbits), and fowl (excluding hens) are prohibited on lots less than one (1) acre in land area.

F. On lots consisting of at least one (1) acre, such animals listed under subsection E shall be permitted by a Special Use Permit. The quantity of animals shall be determined based on the management plan required under subsection A.

G. Pigs are restricted, regardless of lot size, unless a Special Use Permit or Proffer is submitted and approved.

H. Chickens, bees, and rabbits are restricted from the front yard and corner side yard on corner lots.

I. Chickens and rabbits shall be kept within an enclosed area that includes a chicken coop or rabbit hutch. Such facilities shall be kept clean and maintained in good condition.

J. Chickens coops shall be setback at least ten (10) feet from side and rear property lines. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

K. Any permit issued for Urban Agriculture may be revoked by the Zoning Administrator if such use significantly deviates from the approved zoning permit and/or management plan; or if such use creates a violation of the Town Code, including, but not limited to, an unpermitted expansion, noise violation, unpermitted development activity, or nuisance.

L. The sale of goods or services related to Urban Agriculture is not authorized, except where such sale or services is allowed as a principal use of the property. This restriction shall not include the incidental selling or trading with neighbors, family or friends; nor shall it exclude selling produce off-site at farm markets or other venues.

M. The above requirements are considered in addition to all other requirements of the Town Code that may apply.

N. Urban agriculture is not permitted as a principal use of a property; except that, this restriction shall not apply to outdoor gardens.

O. Bee hives must be setback at least ten (10) feet from side and rear property lines, and shall be enclosed on all sides by a fence at least 4 feet in height. A sign

between two (2) and four (4) square feet shall be clearly located on the fence to communicate that bees are being kept within the enclosure.

P. Harvesting of honey shall take place within an enclosed building.

KEEPING CERTAIN ANIMALS PROHIBITED WITHIN TOWN LIMITS

66-12 DEFINITIONS

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

DOMESTICATED HOUSEHOLD PETS - Animals kept for companionship, rather than as consumable commodity or producer thereof, which are tame, non-venomous or non-predatory, and shall include but, not be limited to dogs, house cats, caged birds, rabbits, hamsters and gerbils.

EXOTIC ANIMALS - Those animals, other than dogs, house cats, caged birds and other domesticated household pets, which because of a predatory nature, venomous bite or sting, size or disposition present a potential danger to town residents, including but not limited to lions and tigers, mountain lions and other large cats, bears, poisonous snakes and lizards, elephants, monkeys and apes, foxes, wolves, coyotes, alligators and crocodiles.

FOWL - Those birds raised for the purpose of meat, egg or feather production, and shall include but not be limited to, chickens, ducks, geese, turkeys, peacocks, guinea hens and pigeons, including homing pigeons.

LIVESTOCK - Those animals raised for the purpose of meat and dairy production, hide or fur production or as draft animals, and shall include but not be limited to cows, horses, donkeys, mules, pigs, sheep,

66-13 PROHIBITION

Except for duly authorized parades, processions, zoos, circuses, rides, fairs and exhibitions, licensed pet shops, animal shelters and veterinary offices and hospitals, it shall be unlawful to raise, house, or otherwise keep livestock, fowl or exotic animals within the limits of the Town of Front Royal.

66-14 EXEMPTIONS

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

~~B. This Article shall not apply to livestock or fowl on any operating farm of one (1) acre in size of more located within the town limits.~~ *Animals authorized as Urban Agriculture under Chapter 175 shall be exempt of the restrictions of this Article.*

-----END

Editorial Notes: All language shown in yellow highlight and italics is proposed new text, sometimes visible as pink, blue or purple highlight where a comment is added over it. All language shown in strikethrough is existing language that is proposed to be removed. Regular text shown is existing language with no changes proposed. Editorial notes removed in this draft amendment only for the purpose of reducing the size of the document.

Drafted 6/10/15 (JFC); 6/11/15 (JFC); 6/12/15 (JFC); 6/15/15 (JFC); 06/26/15 (JFC); 07/28/15 (JFC) following July 15th public hearing and meeting with the Northern Shenandoah Valley Beekeepers' Association; 8/6/15 (JFC) PC WS 8/5/15; 8/20/15 (PC Recommendation after 2nd Public Hearing).

4

WORK SESSION EMPLOYEE HANDBOOK



Item No. _____

Town of Front Royal, Virginia Work Session Agenda Form

Date: September 21, 2015

Agenda Item: EMPLOYEE HANDBOOK AMENDMENTS

Summary: Following two and a half years' experience with the Town's Employee Handbook, a number of tweaks and revisions have been found by staff to be proposed for revision. 1) The most significant is adding the Town's Electronic Information Device Policy, which regulates what information and social media employees can use and post on their Town-issued cell phones and computers. Town Council has already adopted this Policy but it has not yet been made a part of the Handbook. 2) The Sick Leave Donation Program is recommended for removal from the Handbook due to lack of employee participation. 3) "Call back pay" has been clarified to remove an ambiguity that has been identified in certain situations. 4) The Handbook definition of "grievance" has been amended slightly to conform precisely to the Code of Virginia to eliminate any possible ambiguity. 5) There has been some renumbering of sections in the Handbook due to the elimination of one section and the addition of a new section. 6) Part-time employees hired after to July 1, 2015, will not be eligible to receive paid leave benefits except paid holiday leave. 8) A summary of the requested changes to the Handbook is attached.

Council Discussion: Council is requested to consider if it wishes to adopt the proposed revisions to the Employee Handbook.

Staff Evaluation: Staff believes adoption of the revisions to the Employee Handbook should reduce ambiguity, bring the Handbook more up to date, and let employees know more fully the Town's current policies.

Budget/Funding: The proposed Handbook revisions are revenue-neutral, except for some small savings for benefits to part time employees, and for potential modest savings with respect to call back pay situations.

Legal Evaluation: Legal staff concurs with staff recommendations. The Town Attorney will be available to answer questions.

Staff Recommendations: Staff recommends adoption of the revisions to the Employee Handbook.

Town Manager Recommendation: The Town Manager concurs with staff recommendations.

Council Recommendation:

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

Work Session

SUMMARY OF PROPOSED EMPLOYEE HANDBOOK REVISIONS, 2015

*Proposed revisions are in Red. The pages of the Handbook where the revisions are to take place (for example, **P. 17**) are above the paragraphs proposed to be revised. The numbers at the top left of each page refer to the page numbers of this Summary.*

P.17

D. Commercial Drivers Licenses

Certain positions shall be required to obtain and maintain a commercial driver's license as a requirement for employment. Non-administrative positions in Environmental Services not associated with plant operations, *non-driving, Solid Waste Collection positions*, and non-administrative positions in Energy Services shall be required to possess a commercial driver's license. *Employees hired prior to March 11, 2013 shall not be required to obtain commercial driver's licenses, but are strongly encouraged to obtain said license to further their career development with the Town.* The Town shall reimburse employees for their first **and second** applications for the commercial driver's license and for renewal expenses.

P. 28

C. Call Back Pay:

Call back refers to situations when an employee **has worked a full shift earlier that same day and now** is off duty and is called to return to work to deliver services required to protect the immediate safety, security and/or wellbeing of the community. All employees are subject to call back to work, outside of or beyond standard working hours, in unusual and/or emergency situations where additional staffing is needed to deliver services. Regular work schedules may change in anticipation of emergency conditions and employees shall be in a call back status only after exceeding the hours worked in a standard workday. Examples of such situations include, but are not limited to, unexpected staff shortages or absence, emergency repairs, snow or other weather-related emergencies, public safety emergencies, staffing emergency shelters and/or similar emergency situations.

In call-back situations, a non-exempt employee required to report back to work or remain at work beyond his or her regular shift shall be compensated for the specific hours worked over and above standard working hours at one and a half times his or her regular rate ~~regardless of the hours worked in the week,~~ and thirty (30) minutes travel time ~~at one and a half his or her regular rate if called back to work.~~ Call back pay shall not be available for pre-planned

duties such as meetings or presentations, planned activities such as leaf removal, scheduled building checks, or in instances where an employee is required to work beyond his or her scheduled hours to perform normal...

P.34

III. Group Life Insurance

- A. All full time employees are eligible for the Town's basic group life insurance plan. The life insurance plan is administered by the Virginia Retirement System (VRS) and underwritten by a provider selected by VRS.

Coverage for death due to natural causes is two times the annual base salary, rounded up to the nearest thousand dollars. The accidental death benefit is four times the annual salary. The Town currently pays ~~99% of~~ the cost for the basic group life insurance plan, but shall be reducing their share to 95% as required by the Commonwealth....

P. 35

- A. Effective July 1, 1999, the Town adopted full retirement benefits at age 50 with 30 **years'** service. Uniformed public safety employees (police) are eligible to retire with full benefits at age 50 with a minimum of 25 years of service. Employees hired after July 1, 2010 will be following the VRS "90" rule, "Plan 2". **Most Employees hired on or after January 1, 2014, and current employees who elected to opt into the Plan during a special election window from January through April 30, 2014, will be covered by the VRS Hybrid Retirement Program, which combines the features of a defined benefit plan and a defined contribution plan.** Details are available through Human Resources.

P. 40

D. Safety, Uniforms, & Protective Equipment

1. The health and safety of the Town's employees and the public is of the utmost concern to the Town. It is, therefore, the policy of the Town to strive constantly for the highest possible level of safety in all activities and operations, and to carry out the Town's commitment of compliance with all health and safety law as applicable by enlisting the help of all employees to ensure that the public and work areas are free of hazardous conditions.
2. The Town will make every effort to provide to provide working conditions that are healthy and

safe and employees are expected to be equally conscientious about work-place safety, including proper work methods, reporting potential hazards, and abating known hazards. Unsafe work conditions in any work area that might result in an accident should be reported immediately to a supervisor.

3. Employees of the Town are required to report on the job injuries, no matter how slight, as soon as possible after the injury. Failure to do so is in violation of Town policies and may affect the employee's ability to collect worker's compensation as provided by the Worker's Compensation statutes.
4. The Town shall provide protective equipment, including personal protective equipment to employees where the employee's duties require such equipment. The employee is required to use such provided equipment and to not modify equipment.
5. Personal protection equipment may include eye, face, head, extremities, protective clothing, steel-toe shoes, respiratory devices, and protective ~~shied~~ shield.

P. 41

5 Paid Time Off and Other Absences

I. General Information

- A. Regular attendance at work is a critical component of meeting the service delivery, productivity and efficiency goals of the Town. Employees are expected to maintain regular, predictable attendance and to report to work on time except for time off approved under the following provisions.
- ~~B.~~ Paid time off is an employee benefit that is an important part of the Town's total compensation package that provides time away from work for rest, relaxation and personal purposes and provides a mechanism for partial pay protection during times of illness or incapacity. Employees assigned to full-time positions earn an array of paid time off based on the purpose of the absence. ~~Employees assigned to part-time positions earn generic leave as described in Section V below.~~
- C. Paid time off may be used in 1/2 hour increments. Accrued paid time off is a personal benefit to an individual employee and shall not be loaned, or sold to another employee, except through participation in the Leave Donation Program. Employees shall be granted authorized leave only for its intended purpose.

II. Part-Time Paid Leave Benefits

~~Part-time employees hired after to July 1, 2015, will not be eligible to receive paid leave benefits except paid holiday leave as described in Chapter 5, IV.~~

III. Full-Time Paid Time Off Benefits

A. Annual Leave:

P. 44

IV. Holiday Leave

(Renumbered)

P. 45

~~IV.~~ Other Absences with Pay

(Renumbered)

~~VI.~~ Military Leave

(Renumbered)

P. 46

~~VII.~~ Work-Related Injury Leave

(Renumbered)

~~VIII.~~ Administrative Leave

(Renumbered)

P. 47

~~VIII.~~ IX. Unauthorized Absence

(Renumbered)

~~IX.~~ Family and Medical Leave

(Renumbered)

P. 53-56

(Renumbered)

~~X. Sick Leave Donation Program~~

~~The Town of Front Royal supports the sharing of accrued sick leave through a voluntary Leave Bank program that allows members to donate and request sick leave. Leave donation provides access to sick leave for eligible employees unable to work due to an unexpected personal or family illness, injury or catastrophic situation. The Town Manager shall administer the program.~~

~~Town of Front Royal employees assigned to full-time and part-time classified positions may participate in the Sick Leave Donation Program.~~

- ~~A. The Leave Donation policy establishes guidelines for effective administration of a voluntary program of leave donation, which allows eligible employees to access sick leave when unable to work due to job-related injury, their own non-job-related injury, unexpected temporary disability or illness, or the unexpected illness or incapacity of a family member.~~

~~Such absence shall be the result of an unforeseen medical emergency of a serious and unplanned nature and, in the opinion of a duly licensed physician or nurse practitioner, is expected to last at least ten (10) consecutive working days, or its equivalent, after all accrued paid leave is exhausted.~~

~~The program is not intended to assist employees with absences due to routine medical problems, treatments or procedures not medically necessary and/or predictable medical events.~~

~~1. General Guidelines:~~

- ~~a. The Sick Leave Bank program provides a means for employees to help coworkers and their families alleviate the financial hardship that may be brought about by unforeseen illness or injury of significant duration.~~
- ~~b. Participation in the Sick Leave Bank as a donor or as a recipient is completely voluntary.~~
- ~~c. Eligible employees may donate annual leave, adjusted hours and/or compensatory time to the Sick~~

~~Leave Bank:~~

- ~~d. All donations and receipt of paid leave will be in one (1) hour increments.~~
- ~~e. Membership in the Sick Leave Bank requires a minimum donation of eight (8) hours of sick leave and entitles an employee to apply for donated leave.~~
- ~~f. Decisions regarding requests for donated leave, as well as management of the program are the responsibility of the Town Manager.~~
- ~~g. Decisions of the Town Manager related to the Sick Leave Bank are not grievable.~~

~~2. Membership/Donation to the Leave Bank:~~

~~Leave Bank membership is available to all eligible employees and entitles those employees to both donate and request paid leave in accordance with the provisions of this policy. Eligible employees may enroll in the Leave Bank at the first two weeks of each fiscal year by completing the "Request for Membership" form and sending it to the Human Resources Department.~~

~~By signing and submitting this form, the employee understands and agrees to the following:~~

- ~~a. Membership in the Leave Bank does not guarantee that requested paid leave from the Bank will be approved.~~
- ~~b. Initial enrollment may take place at the beginning of any pay period.~~
- ~~c. An employee must initially donate at least eight (8) hours of annual leave. Should the bank of leave drop below 250 hours, members will be requested to donate an additional eight (8) hours of leave to ensure sufficient leave availability.~~
- ~~d. Once an employee is enrolled, he/she may donate additional paid leave at the beginning of any pay period. However, leave donation may not exceed 50% of an employee's total sick leave balance nor reduce the employee's total sick leave balance below 40 hours.~~
- ~~e. Each member may be required on an annual basis to donate additional appropriate leave to the Bank in order to maintain the solvency of the Bank. This provision will not be necessary if contributions are adequate to maintain the Bank's solvency. Failure to meet donation requirements will result in termination of the employee's membership in the Bank.~~
- ~~f. Leave donated to the Leave Bank becomes the property of the Bank and will not be returned to the employee upon termination of membership from the Bank for any reason, termination of employment, or upon dissolution of the Bank.~~
- ~~g. A member who resigns from the Leave Bank, or whose membership is terminated for failure to meet requirements, must wait at least six (6) months before he/she may apply for re-admission,~~

~~and must meet all requirements for membership, including the donation of eight (8) hours of annual leave and having a minimum balance of forty (40) hours of total paid leave.~~

~~3. Requests for Donated Leave:~~

- ~~a. Members of the Leave Bank may request donated leave when all paid leave is exhausted or is scheduled to be exhausted and additional time off is needed due to their own non-job related injury, unexpected temporary disability, serious health condition, or the unexpected illness or serious health condition of a dependent family member.~~
- ~~b. Such absence(s) shall be the result of an unforeseen medical emergency of a serious and unplanned nature that, in the opinion of a duly licensed physician or nurse practitioner, is expected to last at least ten (10) consecutive work days, or the equivalent, after all accrued paid leave is exhausted.~~
- ~~c. A serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider that causes the employee to be absent from work for more than a few days.~~

~~4. Receiving Donated Leave:~~

- ~~a. Only current leave bank members are eligible to receive donated leave.~~
- ~~b. All paid leave must be exhausted before a member can receive donated leave.~~
- ~~c. A maximum of 240 hours of donated leave may be granted per request.~~
- ~~d. A member granted donated leave shall not be credited with donated leave in excess of the period of approved absence.~~
- ~~e. Absences due to procedures or treatments not medically necessary such as elective cosmetic surgery, due to routine medical problems, predictable medical events such as the normal recovery period following childbirth, or absences that are a bridge to retirement are not eligible for donated leave.~~
- ~~f. Members must provide reasonable, written assurance that they intend to return to work.~~
- ~~g. On going paid leave is funded through the assigned Department of the member receiving donated leave.~~

~~5. Requesting Donated Leave from the Leave Bank:~~

- ~~a. An application must be completed and submitted to the member's immediate Department Director or designee, who will add his or her recommendation. The completed and endorsed form shall be~~

~~submitted to the Human Resources Department.~~

- ~~b. The application may be submitted in anticipation of exhaustion of all paid leave, but no member will actually receive donated leave until all paid leave is exhausted.~~
- ~~c. The application must include medical certification from an attending physician or nurse practitioner that identifies the medical problem and the estimated time period of incapacity, including any restrictions. No application will be considered unless medical information is included.~~
- ~~d. The application must include a recommendation for approval from the Department Director. Directors are encouraged to seriously consider the following decision-making guidelines:~~
 - ~~i. Prior leave record~~
 - ~~ii. Work performance~~
 - ~~iii. Length of service~~
 - ~~iv. Length of membership in Leave Donation Program~~
 - ~~v. The need to hire temporary employees to maintain operations~~
 - ~~vi. Nature of the illness, injury or situation~~

~~6. Approval Authority:~~

~~Decisions to grant leave under this policy will be made by the Town Manager, based on the recommendations of Department Directors. The Town Manager's decision is final and is not a grievable action.~~

P. 65

1. No employee shall discriminate against any other employee, any applicant for employment, any person doing business or seeking to do business with the Town of Front Royal, or with any other person, because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state or federal law or regulation relating to discrimination in employment. No employee shall engage in sexual or racial harassment, as those terms are defined by any applicable state or federal law or regulation, of any other employee or person.

P. 86-88

XII. Electronic Information Device Policies for the Town of Front Royal

These Policies establish guidelines for the proper and acceptable use of all information systems including e-mail by Town of Front Royal (hereinafter “Town”) employees, elected officials, volunteers, interns, and other affiliates (hereinafter, “Users”) who may be authorized to use electronic information devices, including mobile telephones, cellular phones, portable computing devices including tablets, notebooks, computers and laptops and similar devices, hardware, software, and/or network connections, and any other electronic device capable of transmitting or receiving printed, oral, or video transmissions or information (hereinafter collectively, “devices”) provided by the Town of Front Royal. By accepting possession or use of a Town issued device, all Users of a Town issued device expressly understand, acknowledge, consent, and agree, and expressly and knowingly waive any rights they may have to the contrary, as follows:

- 1) All such devices, are and shall remain the property of the Town.
- 2) Two (2) types of mobile phone devices will be identified by the Town’s Information Technology (hereinafter “IT”) Department each year as issued phones: One smartphone device and one ruggedized phone device. All orders for new mobile phone\mobile data service regarding Town business will be for one of these two (2) phone devices.
- 3) No phone devices issued to any employee will be eligible for an upgrade until the phone device has been in service for 24 months. The only exception will be if the phone device is replaced from the Town’s stock or as directed by the IT Director.
- 4) Any requests for a new device upgrades must be made through an electronic form generated by the IT Department and must include the signature of the originating department’s director or manager and be dated by such director or manager.
- 5) All new or replacement devices will be ordered and configured by the Town’s IT Department before release to the User.
- 6) All mobile phone devices must have the appropriate accounts setup to allow GPS tracking and remote wiping in case of loss or theft.
- 7) All devices will be surrendered to the IT Department upon employee termination or resignation or upon-cessation of official relationship with the Town.
- 8) The IT department will maintain a list of current devices in use and their Users.

- 9) Any changes to service, data plans, etc., to devices must be made through and approved by the IT Department.
- 10) Any other modifications made to devices that would void the warranty on the device are strictly prohibited.
- 11) User shall be responsible for operation and downloaded content on devices. The Town reserves the right to inspect any device of a User for compliance with content compliance identified in Town of Front Royal Employee Handbook ("Handbook") or these Policies. The Town further reserves the right to restore the device to original content should downloaded programs result in service issues.
- 12) Users must be and shall be deemed to be aware of the applicability of the Virginia Freedom of Information Act with respect to communications sent, received, stored, or deleted on such Users' devices. Employees of the Town, and all other Users of Town mobile devices, have no expectations of privacy with respect to any and all communications, voice mail messages, text messages, recordings, or photographs received, sent, or stored on Town mobile phones or mobile devices, or devices, or other equipment or service provided by the Town, and all such employees and Users acknowledge, consent to, and agree that by acceptance and/or use of all such devices and any electronic, digital, or wired communication equipment provided by the Town, their supervisors and the Town Manager and the delegates of their supervisors and the Town Manager may, at any time, with or without prior notice, inspect, monitor, and copy any communications, voice mail messages, text messages, recordings, or photographs on Town devices. The telephone numbers of Town mobile phones are and shall remain the sole property of the Town of Front Royal.
- 13) The Town of Front Royal reserves the right to restrict or remove access or availability of devices for any Town employee who violates appropriate use and/or security policies and practices.
- 14) The Town may provide access to the Internet and the World Wide Web to its employees and other Users as one of the many resources available to assist them in doing their jobs better and more efficiently. Use of this privilege shall be restricted to Town business-related purposes.
- 15) The Town provides electronic, digital, and wired communications equipment to Users for the Town's business purposes, not for Users' personal purposes. These Electronic Information

Device Policies, the applicable portion of the Town's Employee Handbook, and any IT Security Policies establish guidelines for the proper and acceptable use of all information systems including e-mail by Users who may be authorized to use telephones, cellular phones, devices, hardware, software, and/or network connections and any other devices provided by the Town of Front Royal. All electronic and digital messages created with, received by, or stored within the devices, telephone, hardware and software systems administered by the Town of Front Royal are the property of the Town and, therefore, are not the private property of any User. There is no expectation of privacy in any communications received, sent, or stored on any equipment or service provide by the Town.

- 16) Acceptance and use of electronic, digital, or wired communication equipment and devices by an employee constitutes their consent to monitoring of communications sent, received, and stored on devices equipment provided by the Town or Town service providers.
- 17) The Town respects and honors the First Amendment rights of its employees to speak out as citizens on matters of public concern and to post personal comments on the Internet (e.g., an employee's own website, blog, Facebook, LinkedIn, Twitter or similar social networking site). However, a Town employee whose public statements or Internet postings interfere with the Town's ability to provide effective and efficient services to the public may be disciplined for such comments or postings.
- 18) Examples of public speech or online postings for which an employee may be disciplined include, but are not limited to, public speech or postings that:
 - a. Impairs discipline or harmony among co-workers.
 - b. Interferes with the employee's job performance.
 - c. Interferes with the operation of the Town's business.
 - d. Discloses confidential or sensitive governmental information.
 - e. Has a detrimental impact on working relationships that require personal loyalty and confidence.

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XIII. Parking

(Renumbered)

XIV. Smoking

(Renumbered)

XV. Inclement Weather

(Renumbered)

XVI. Reporting Employee Accidents and Incidents

(Renumbered)

P. 91-92

III. Definition of a Grievance

- A. A grievance shall be a complaint or dispute by an employee relating to his or her employment, including but not necessarily limited to:
1. Disciplinary actions, including dismissals that result from formal discipline or unsatisfactory job performance, disciplinary demotions, and suspensions provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance.
 2. The application, **but not the content**, of personnel policies, procedures, rules and regulations including the application, **but not the content**, of policies involving matters referred to in Paragraph IV, **3.** below.
 3. Acts of retaliation as the result of either the use of the grievance procedure or participation in the grievance of another Town employee.
 4. Discrimination on the basis of race, color, creed, political affiliation, age, disability, national origin, religion or sex.
 5. Acts of retaliation because the employee has complied with any federal or state law, has reported any violation of such law to a governmental authority, or has sought any change in law before the Congress of the United States or the General Assembly or has reported an incident of fraud, abuse or gross mismanagement. There shall be a rebuttable presumption that increasing the penalty that is the subject of the grievance at a level of the grievance is an act of retaliation.

6

WORK SESSION
CHAPTER 134-1.C

TOWN CODE SECTION 134-1.C.

C. EXTENSION POLICY BEYOND TOWN LIMITS: To better serve the social and economic needs and the common good of Front Royal and Warren County, the Town Council of Front Royal has formulated these policies and procedures for the extension of water and sewer service to Warren County.

The Town has evaluated our resources and anticipated growth within the Town to determine the anticipated excess volume available for extension into Warren County for residential, commercial, or industrial use. This volume will be determined annually based upon conditions within the Town and County. Excess volume shall be defined as the current and projected volume required by the Town subtracted from the current permitted plant capacities.

1. The contact person for the Town is the Town Manager. Any request for water and/or sewer services must be made in writing to the Town accompanied by a joint request from the property owner and the County for the property to be boundary adjusted into the Town's corporate limits or justification to simply provide utility extension. Such request must be made prior to a rezoning or any other action by the County.
2. The Town Council will decide on a case-by-case basis whether to provide water and sewer to the proposed property(ies) as well as whether a boundary adjustment is appropriate.
3. Following a boundary adjustment, the Town will consider the appropriate zoning classification of the property to be boundary adjusted and will complete a rezoning of the property to the classification deemed appropriate through the standard zoning process. Boundary adjusted property(ies) shall be considered as part of the water volume allocated by the Town to the County.
4. In any case of rezoning by the Town, the Town Council will consider proffers deemed necessary to mitigate the impact of the development on County services, as well as what proffers are necessary for the Town. These decisions shall be made before the Town's rezoning of the property(ies) is completed.
5. The Town may elect to provide water and/or sewer services without a boundary adjustment where the Town Council determines it would not be feasible or appropriate to provide other Town services to the property.
6. Extension of utility service shall require development, submittal, and review of site development plans demonstrating the proposed utility locations, proposed usage, appropriate modeling demonstrating no impact to existing users, and construction standard complying with Town standards.
7. Design and construction standards for all utility extensions shall comply with the current standards and specifications adopted by the Town.
8. The Town presently has no intention of extending water and sewer lines into the

unincorporated portion of the County at the Town's expense.

9. The Town presently has no desire to sell water for resale through a master meter to third parties.

10. Given the Town's Inflow and Infiltration (I&I) issues associated with the sanitary sewer system, the Town has no desire to accept outside water sources into the Town's sewer system. Future considerations to outside water sources will be evaluated as the I&I issues are addressed.

11. This Policy can be reviewed and updated by Town Council as necessary, but at a minimum annually.

(Added (C) 6-25-12-Effective Upon Passage)