



TOWN COUNCIL WORK SESSION

Monday, April 15, 2019 @ 7:00 p.m.

Town Hall Council Chambers

TOWN/STAFF RELATED ITEMS

1. UPS Special Use Permit Application – *Director of Planning/Zoning*
2. Renewal of Encroachment License for 125 W 4th St – *Town Manager*
3. Update on Comcast Franchise Agreement – *Town Manager*
4. West Main Street Extension Funding – *Town Engineer*
5. Crooked Run West – Request for water & sewer service – *Town Manager*
6. Extension of due date for Personal Property & Real Estate Tax Bills – *Director of Finance*
7. Budget Discussion

COUNCIL/MAYOR RELATED ITEMS:

8. 2019 VML Policy Committee Nominations
9. Discussion of Outside Legal Counsel (*Mayor Tharpe*)
10. Council Discussion/Goals (*time permitting*)
11. CLOSED MEETING – Consultation with Legal Counsel

Motion to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters, specifically, modification or renegotiation of the contractual provisions of FDR Services Corporation of Virginia, Inc., requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711. A. 8. of the Code of Virginia.

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

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

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Work Session Agenda Form

Item # 1

DATE: April 15, 2019

AGENDA ITEM: FRSPU-000991-2018, Special Use Permit Application by United Parcel Services, Inc.
Director of Planning & Zoning

SUMMARY:

See the attached Staff Report and associated documents for details on this Special Use Permit (SUP) application. The Planning Commission has recommended approval of the revised application with nine (9) recommended conditions.

BUDGET/FUNDING:

No changes.

STAFF RECOMMENDATION:

Approval with the nine (9) conditions recommended by the Planning Commission.

Work Session

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING



STAFF REPORT FOR THE NOVEMBER 28, 2018 PLANNING COMMISSION MEETING

Updated for Town Council Work Session 2/13/19

Updated for Planning Commission Referral of Change 3/20/19

Updated for Town Council Work Session 4/15/19

APPLICATION #:

FRSPU-000991-2018

APPLICANT:

United Parcel Services, Inc. (Charles Hawk)

SUMMARY OF REQUEST:

A request to establish a commercial parking lot for overflow parking for the UPS Distribution Center at 912 John Marshall Highway.

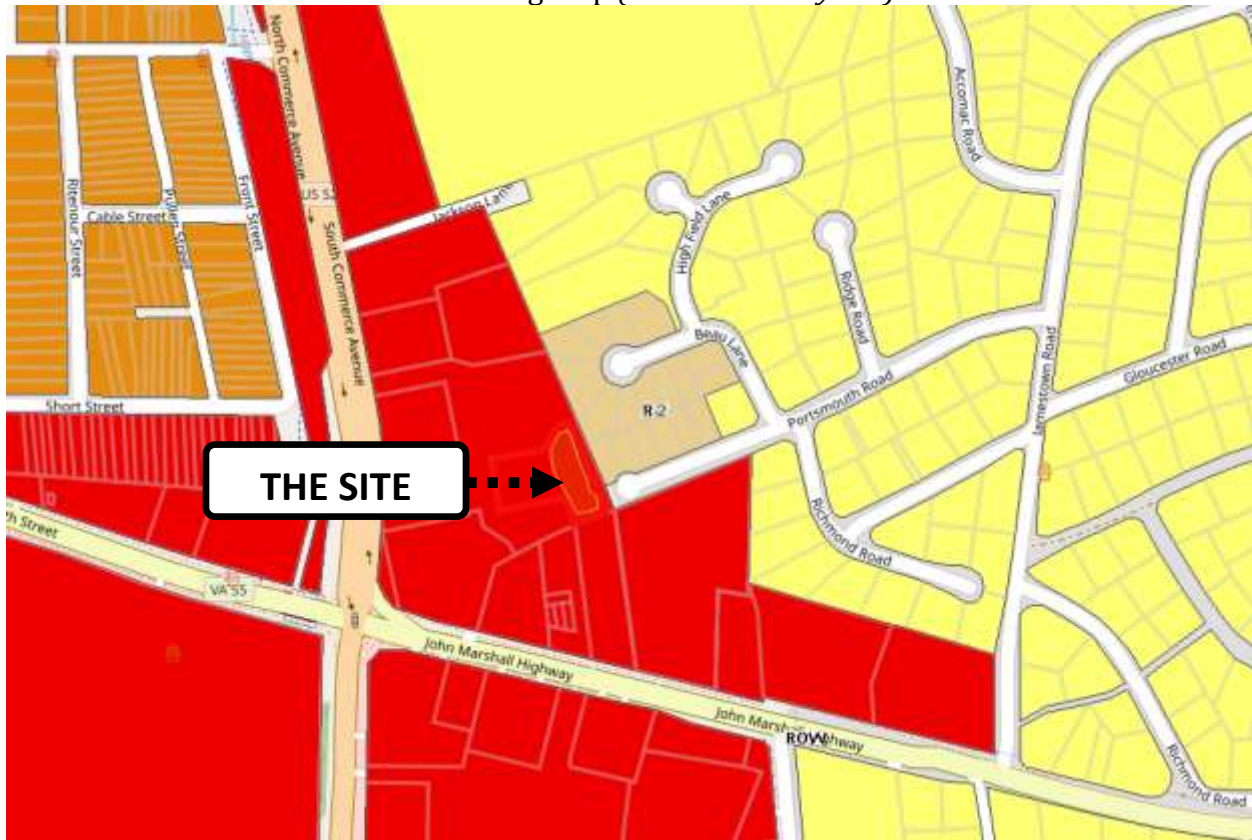
GENERAL INFORMATION:

<i>Site Addresses</i>	470 S Commerce Avenue
<i>Property Owner(s)</i>	Puja Properties LLC
<i>Existing Zoning</i>	C-1 (Community Business) District
<i>Proposed Use</i>	Commercial Parking Lot for Overflow Parking of UPS Distribution Center
<i>Tax Identification</i>	20A101 4D2
<i>Location</i>	The subject property is located in the rear parking area of 470 S. Commerce Ave, situated to the northwest of the existing UPS Distribution Center, behind the existing business park, and to the west of the end of Portsmouth Road.

Vicinity Map (Warren County GIS)



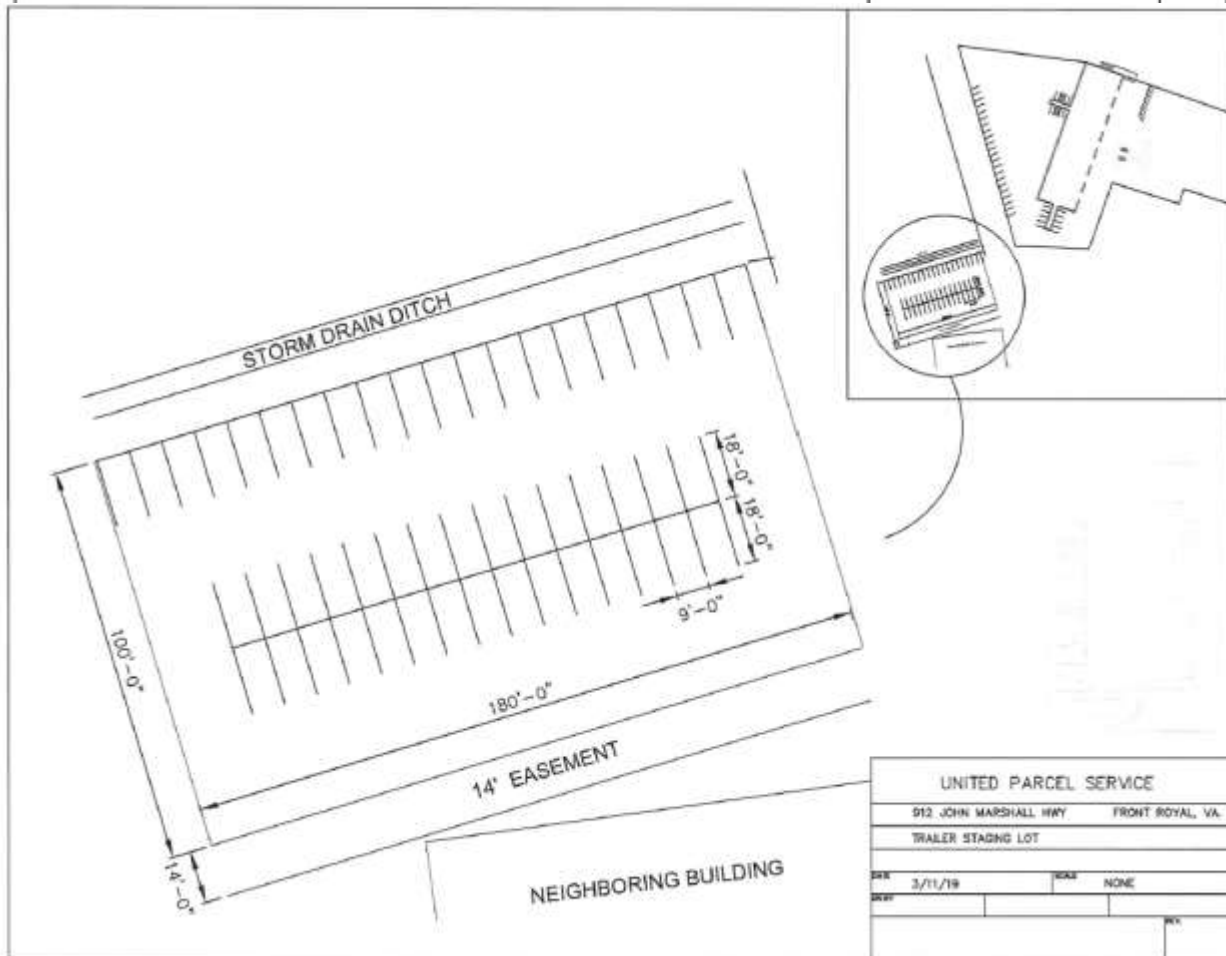
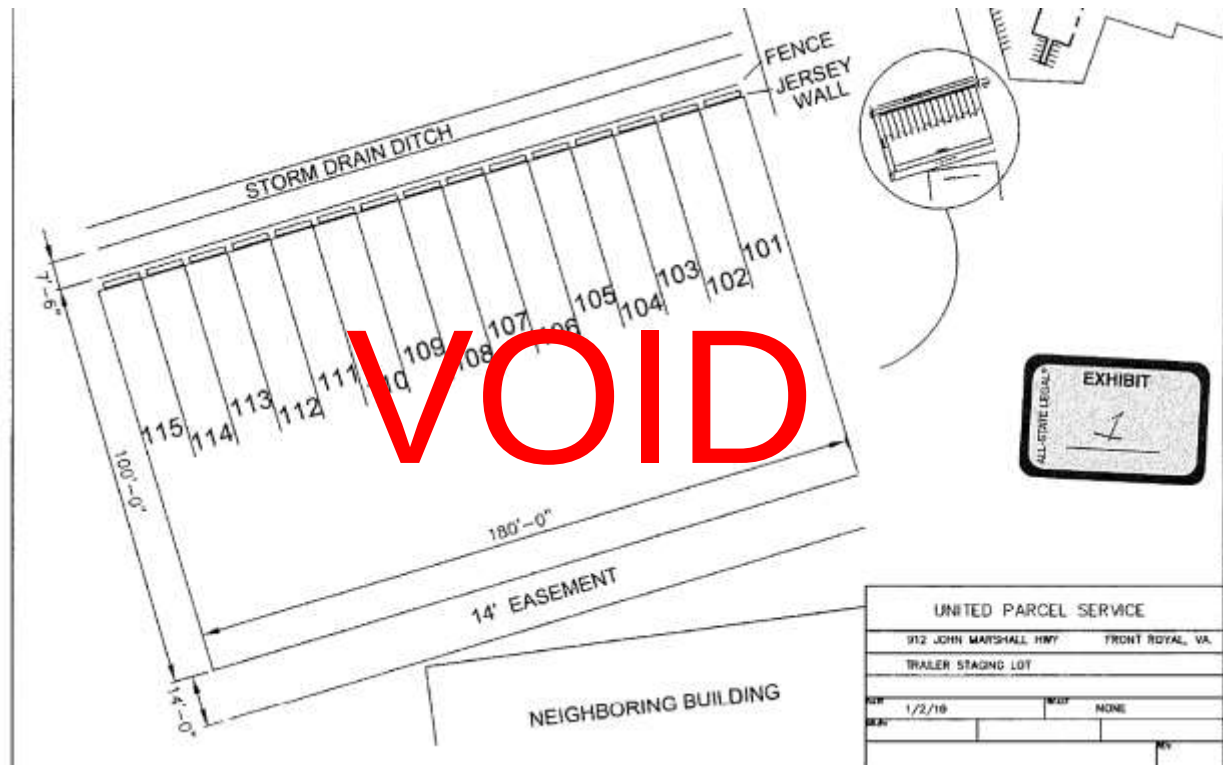
Town Zoning Map (Warren County GIS)



Aerial (Warren County GIS)



Proposed Site Layout and Fencing (.....see update)





INFORMATION ON THE APPLICATION:

Project Summary

This application is a request to obtain approval for a commercial parking lot for use by the UPS Distribution Center as an overflow parking lot. Commercial parking lots require a Special Use Permit (SUP) in the C-1 Zoning District. *Note: A use is a commercial parking lot when the parking is a stand-alone use, in comparison to accessory parking for permitted uses on the same lot.*

UPS leases the property from the property owner, Puja Properties LLC, and has been doing so for a long time – allegedly since the late 1980s. This application is a response of Town Staff notifying UPS that they were in violation of the Town Code by using the property for truck parking because they have no prior approval and the Town Code requires a Special Use Permit for both commercial parking lots and distribution centers in the C-1 Zoning District. A use can not be grandfathered unless it was originally legal when established.

Special Use Permits in General

The Town is authorized to require a special use permit for certain uses within any zoning district under Virginia Code §15.2-2286. Some specific uses are granted protection from regulation from localities by the Virginia Code, including agriculture uses, small scale conversion of biomass to alternative fuel, certain residential uses, private tents, farm wineries, assisted living facilities, and group homes. These exempted uses are not applicable with this application.

*Original
Application
Review*

The issuance of a special use permit is subject to such conditions as are deemed necessary by the Front Royal Town Council after recommendations of the Front Royal Planning Commission. Prior to an action by Town Council or a recommendation by the Planning Commission, a public hearing is required for special use permits.

Town Code 175-136 requires that Special Use Permits meet the following requirements: (i) is not detrimental to the overall health, safety, and general welfare of the public, (ii) does not conflict with the Comprehensive Plan, (iii) is substantially compatible with surrounding land uses, and (iv) complies with laws of the Commonwealth of Virginia."

The Planning Commission originally reviewed the UPS SUP during their November 28, 2019 Planning Commission meeting, but action was postponed at the request of the applicant. UPS revised their proposal to include a residential style fence as a buffer between the tractor trailer parking area and the residential subdivision to the north and east. During their January 19, 2019 meeting, the Planning Commission voted to NOT recommend approval of this Special Use Permit Application. This decision was reached after consideration of input from the public and the revised plan submitted by UPS. While other concerns were noted, the primary unresolved issue was related to noise, and particularly noise during late night hours.

On February 13, 2019, prior to the Town Council Work Session following the Planning Commission's hearing, UPS met with Town Staff and the Mayor and presented major changes to their application. The most significant proposed change included the removal of tractor trucks and trailers from the property.

During the February 19, 2019 Town Council Meeting, Town Council referred the application back to the Planning Commission to provide comments on the change.

UPDATE!

The Planning Commission held a public hearing on March 20, 2019. After receiving public input, the Planning Commission discussed the need for a fence after the change that restricts tractor trailers. The Planning Commission did not believe a fence was necessary with the restriction of tractor trucks and trailers. In response to public input, the Applicant offered to not park the delivery trucks adjacent to the residential subdivision, which was agreed upon by the Planning Commission. A motion was unanimously passed that recommended approval of the Special Use Permit with the following nine (9) conditions:

1. This special use permit is only valid for the purpose of authorizing a commercial parking lot in the rear of 470 S Commerce Avenue.
2. Town Council, or other designated representative, may inspect the property at any reasonable time to ensure compliance with local regulations, including, but not limited to, the conditions placed on this special use permit.
3. Upon inspection of the property, if it is found that the property is not in

compliance with local regulations, including but not limited to, the conditions of this special use permit, the Town may revoke this special use permit after notice to the applicant and public hearing.

EDITORIAL NOTE: Conditions 1-3 are typical conditions used for most Special Use Permit Applications.

4. Tractor trucks, also referred to as semi-trailer trucks, and their trailers/semi-trailers, shall be prohibited on the parking lot, except when loading or unloading for short periods of time in association with the uses within the building of 470 S Commerce Avenue.

EDITORIAL NOTE: The exception noted in the last part of condition #4 does not apply to the applicant's proposed use. It only applies to existing uses within the business park building (example: Dollar General).

5. Loading or unloading of trucks on the parking lot is prohibited.
6. Inoperative or junk vehicles are prohibited.
7. The parking area shall be maintained in good condition at all times and each parking space shall be striped in accordance with Town Code specifications.
8. A travel lane shall be maintained through the parking lot at all times.
9. Delivery trucks shall be restricted from parking in the parking spaces that abut the storm drain ditch. These are the spaces closest to the homes within Beau Ridge Subdivision, located east of the proposed UPS parking lot.



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & ZONING
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 22630

Main: 540.635.4236

Fax: 540.631.2727

Internet: www.frontroyalva.com

FRSPU-000991-2018
~~SIT FR56B~~

SPECIAL USE PERMIT REQUEST

APPLICANT

United Parcel Service, Inc.

NAME Charles Hawk PHONE 804-743-8413

ADDRESS 9601 Coach Rd. Richmond, VA 23237

E-MAIL chawk@ups.com

PROPERTY DESCRIPTION

PROPERTY ADDRESS 912 John Marshall Hwy, Front Royal, VA 22630

TAX MAP # 20A101 SECTION 5A BLOCK _____ LOT _____

SUBDIVISION NAME _____ ACREAGE N/A

REQUEST

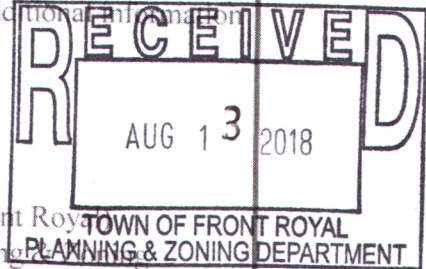
ZONING DISTRICT C-1

PROPOSED USE OF PROPERTY Commercial/Industrial

SPECIFIC SPECIAL USE PERMIT REQUEST Parking

ATTACHMENTS --The following must be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements.
(10 copies if larger than 11" X 17")
2. Site Plan Application
3. Application Fee of \$400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning



CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature [Signature] Date 8-8-2018

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # 912568 \$400 Date Paid 8-13-18

Check # 22869

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Work Session Agenda Form

Item # 2

DATE: April 15, 2019

AGENDA ITEM: Renewal of Encroachment License for 125 W. 4th Street

SUMMARY: An Encroachment License with Martin & Rachel McMahon for a portion of the front porch at 125 W 4th Street, was approved by Council on April 28, 2014 for a 5-year period. Since that time the front porch encroachment still exists; however, the new owner is James S. Bean. Council is requested to approve a Resolution that would authorize a new Encroachment License with James S. Bean for a period not to exceed five (5) years periods which may be extended by an additional five (5) years period executed by the Town Manager.

Attached is the 2014 License and the Proposed Resolution that includes the new License.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Recommends approval of a new Encroachment License, as presented in attached proposed Resolution.

Work Session

RESOLUTION APPROVING ENCROACHMENT LICENSE

WHEREAS, James S. Bean (“Bean”), the owner of improved real property located at 125 West 4th Street, Town of Front Royal, County of Warren, Virginia, more particularly described as L26A RESUB L 24 25 26, BL 15, FR RIVERTON IMP CO, LR99-4122 (the “Property”), has requested that the Town Council of the Town of Front Royal, Virginia, authorize the certain existing encroachment of improvements located on the Property, which extend into, on and over the Town’s public right-of-way (the “Encroachment”) and,

WHEREAS, pursuant to the authority granted the Town by Sections 15.2-2009 through 15.2-2011 of the Code of Virginia, 1950, as amended, Town Council is of the opinion that it is in the public interest to authorize said proposed Encroachment for a period not to exceed five (5) years, which said authorization period may be extended by additional five (5) year periods by further Encroachment License executed by the Town Manager in the name of the Town Council, all according to the terms and conditions stated in an Encroachment License to be executed by the parties, to the extent as more particularly described therein, as follows:

The Property is generally located at the corner of Villa Avenue and 4th Street, consisting of the portion of the front open porch of 125 W. 4th Street, approximately twenty-four feet (24’) wide, encroaching into the Town’s right-of-way between one-tenth foot (1/10’) and three-tenths foot (3/10’) (the “Encroachment”), as more particularly shown by a plat of survey (the “Plat”) of Wayne E. Niskanen, C.L.S., dated November 9, 1998, and attached hereto as Exhibit “A”, and incorporated herein (the “Licensed Encroachment Property”).

NOW, THEREFORE, BE IT, HEREBY, RESOLVED by the Town Council of the Town of Front Royal, Virginia, that Town Council hereby authorizes the Property's Encroachment heretofore described as the Licensed Encroachment Property, for the Encroachment reason aforesaid and no other, on the Town's said right-of-way as shown on the Plat, for a period not to exceed five (5) years, which said authorization period may be extended by additional five (5) year periods by further Encroachment License executed by the Town Manager in the name of the Town Council, all according to the terms and conditions stated in this Encroachment License to be executed by the parties, to the extent as more particularly set forth herein.

This Encroachment authorization is conditioned upon the execution and recording of the original of this Encroachment License (minus, however, a copy of the Plat, a copy of which is available for inspection in the offices of the Front Royal Town Manager and the offices of the Front Royal Department of Planning & Zoning) by James S. Bean in the Clerk's Office of the Circuit Court of Warren County, Virginia, at his cost, with a copy of the recorded Encroachment License and recording receipt furnished to the office of the Front Royal Town Attorney, authorizing said proposed Encroachment according to the terms and conditions stated herein and to the extent as more particularly described therein. The Mayor is hereby authorized to execute this Encroachment License on behalf of the Town.

.....

/SIGNATURES NEXT PAGE FOLLOWING:/

This Resolution was approved at the Regular Meeting of the Town of Front Royal,
Virginia, Town Council conducted on _____, 2019, upon
the following recorded vote:

APPROVED:

Hollis L. Tharpe, Mayor

Town Council Members:

Attest:

Gary L. Gillespie _____

William A. Sealock _____

Chris W. Holloway _____

Eugene R. Tewalt _____

Jacob L. Meza _____

Letasha T. Thompson _____

Jennifer E. Berry, CMC, Clerk of Council

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: _____

ENCROACHMENT LICENSE

THIS ENCROACHMENT LICENSE ("License") made and entered into this 28th 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 4-28-14, 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 Licenser 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 Licenser, 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 Licenser 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 Licenser 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 Licenser. It is specifically agreed, however, that the Licenser may participate in the legal defense of any such claim. Any final judgment rendered against the Licenser for any cause for which Licensee is liable hereunder shall be conclusive against Licensee as to liability and amount.

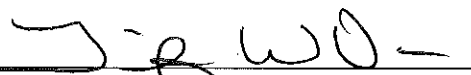
6. No Amendment: This License represents the entire agreement between the Parties as to its subject matter, and may be amended or waived only by a writing signed by the both Parties.

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 12th day of May, 2014.

Jennifer E. Berry
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

Exhibit A

3233355790

WARREN COUNTY, VIRGINIA
LAND RECORDS

000015 MAR 29 66

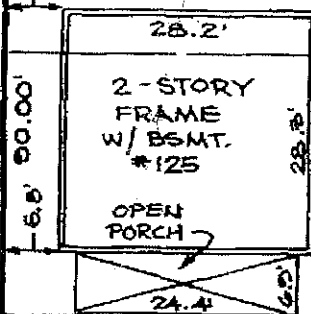
1-STORY
BLOCK
SHED

VILLA AVENUE 60' R/W



N 01° 00' 00" E
60.00'

2.2' 2.4'



LOT 26A
6750 ±

LOT

LOT

24

25

26

LOT 25A
6750 ±

LOT
LINES
HEREBY
VACATED

ALLEY 20' R/W

S 01° 00' 00" W
90.00'

0.1' ON LOT

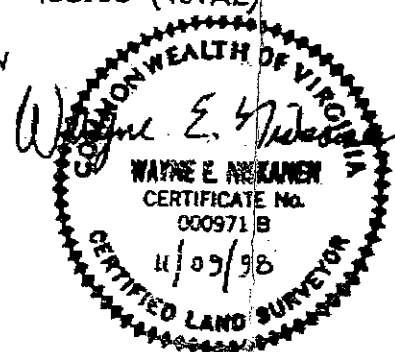
0.3' IN STREET

N 89° 00' 00" W ~ 150.00' (TOTAL)

FOURTH STREET 60' R/W

NOTES

1. SUBDIVISION PLAT IN D.B. "X", PG. 444.
2. TAX MAP 20A-5-13-15-24, 25 & 26.
3. TITLE REPORT UNAVAILABLE.



LAND SURVEYS, INC.
FRONT ROYAL, VIRGINIA

PLAT

SHOWING RESUBDIVISION
LOTS 24, 25 & 26, BLOCK
FRONT ROYAL - RIV
IMPROVEMENT C
TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA
SCALE: 1" = 20' NOVEMBER



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Work Session Agenda Form

Item # 3

DATE: April 15, 2019

AGENDA ITEM: Update on Comcast Franchise Agreement

SUMMARY:

Staff has been working with Comcast on establishing a new franchise and pole attachment agreement for services in Town. The existing agreements expired on May 13, 2018. At our April 2, 2019 meeting with Josh Broke, Comcast, he informed the Town that they will be closing the Front Royal customer service center in 60 days (June 1st). He stated it was a business decision and they were closing a total of 5/6 locations. He has provided a summary sheet on how our citizens can still do business with Comcast in town through other vendors. I have attached the proposal.

After reviewing the proposal and knowing the volume of customers that do business in the customer service center, I informed him that this was unacceptable to our citizens. I informed how important this customer service center is to our citizens and how we included specific language in our franchise agreement for the establishment of a center in Town.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Council discussion and direction moving forward

Work Session

COMCAST

Franchise Agreement

Pole Attachment Agreement

Lease Agreement

FRANCHISE AGREEMENT

2003 – Entered into Agreement with Global Acquisition Partners dba Adelphia Cable Communications for 10 years with an additional 5 years

2005 – Renamed Time Warner/Comcast

2010 – Received letter from Comcast regarding legislation enacted by the VA General Assembly

2018 – **Expires 5/13/18**

POLE ATTACHMENT AGREEMENT

2003 – Entered into an Agreement with Adelphia Cable Communications for 10 years with an extension of 5 years

2013 – Entered into a renewed Agreement for 5 years

2018 – **Expires 5/13/18**

LEASE AGREEMENT

2003 – Entered into a Lease Agreement with Global Acquisition Partners dba Adelphia Cable Communication for the Lease of 15 N. Royal Avenue Building for (2) years

2005 – Entered into Lease Agreement with (same as above) for one year and option for (4) additional one year renewals

2006 – Agreement assigned to Comcast Corporation

2008 – Comcast renewed lease for one year

2009 – First Extension Term - Amendment to Lease Agreement until June 30, 2010 and to extend (3) 1 year renewals

2010 – 1st Renewal of three

2011 – 2nd Renewal of three

2012 – 3rd Renewal of three

2013 – Pole Attachment Agreement expired

2013 – 4th Renewal of Six and Second Amendment to Lease for one year and option for (3) addition one year renewals

2014 – 5th Renewal of Six

2015 – 6th Renewal of Six

2016 – 7th Renewal – and Third Amendment to Lease for one year

2017 – 8th Renewal and Fourth Amendment to Lease for one year – **Expires 6/30/18**



Comcast Customer Service Options Available to Residents of Front Royal, VA

There are many convenient ways that customers may interact with us, 24 hours a day, 7 days a week. These include:

- *Customers wishing to make a payment will continue to have a number of convenient options available to them including:*
 - By mail
 - By telephone 1-800-XFINITY
 - Online at www.Comcast.com/myccount
 - Mobile: Xfinity My Account App
 - Third Party Locations:
 - **7/11 Store at 851 John Marshall Hwy**
 - **Rite Aid Store at 800 John Marshall Hwy (via Western Union)**
 - **7/11 Store at 606 North Royal Avenue**
 - **Martin's 409 South Street**
 - Comcast service center located in Winchester, VA (approximately 14 miles away)
- *Customers have many convenient ways to contact Comcast, including:*
 - Speaking with a Comcast customer care representative toll-free at 1-800-XFINITY
 - Online at www.comcast.com, 24 hours a day, seven days a week.
 - Via our dedicated Digital Care team that communicates with customers on blogs, social media and twitter.
 - In person at the Comcast service center located in Winchester, VA (approximately 14 miles away)
- *Customers have several options when it comes to receiving, installing or returning equipment, including:*
 - Calling 1-800-XFINITY to order a self-install kit, making it convenient for customers to add, install and activate Comcast services on their own schedules.
 - UPS pre-paid mailers are available to be sent to the home for customers to easily return equipment at no-charge.
 - **Customers may take the pre-paid UPS Office Customer Pick-Up/Drop Off Center at 912 John Marshall Hwy**
 - Comcast offers early morning, evening and weekend in-home appointments, as well as two-hour appointment windows for professional installation.
 - In person at the Comcast service center located in Winchester, VA (approximately 14 miles away)
 - Comcast has teamed up with UPS to offer convenient and free equipment returns (4,400 total locations across the US). Comcast customers can bring their equipment directly to The UPS Store, where it will be processed, packed and shipped back to Comcast, free of charge. All equipment can be returned as-is, without wrapping or a box and customers

will receive a confirmation of receipt and tracking information from UPS, eliminating any questions about the status of their return. Located at: ***912 John Marshall Hwy***

All of these options are complimented by Comcast's Customer Guarantee, the Company's written promise that we will hold our products, service and employees to the highest standards. The Guarantee makes clear what customers should expect of Comcast, and backs it up with a 30-day money-back guarantee on our services, and credits or complimentary services if we are late for an appointment or don't fix a problem right the first time. Comcast is committed to making it easier for customers to do business with us on their own terms.

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Work Session Agenda Form

Item # 4

DATE: April 15, 2019

AGENDA ITEM: West Main Street Extension Funding

SUMMARY: 2016 – At the suggestion of the EDA, the town agreed to build the first phase of the Main Street extension as an access road to the IT Federal lot and applied for an Economic Development Access Grant through VDOT. The grant, in the amount of \$650,000 was awarded on the basis of IT Federal's proposed \$40 million-dollar investment and their creation of 600 jobs. The estimated cost of construction for the first phase of Main Street was approximately \$800,000. In exchange for the Town also constructing the sewer pump station to serve the northern end of the Royal Phoenix site, IT Federal agreed to pay the Town \$150,000, essentially covering the remaining cost of the road construction.

2018 – Bids for the construction of Main Street came in higher than estimated, with the low bid coming in at nearly \$1.1 million. Subtracting the expected funding from VDOT and contribution from IT Federal, the Town expected to pay approximately \$300,000 toward the construction of the roadway.

2019 – Given the current uncertainty around IT Federal's construction plans and their public statements which seem to indicate a drastic reduction in their proposed investment, it is equally uncertain whether the Town will qualify for any reimbursement from VDOT or receive compensation from IT Federal.

BUDGET/FUNDING: Undetermined

STAFF RECOMMENDATION: None

Work Session

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Work Session Agenda Form

Item # 5

DATE: April 15, 2019

AGENDA ITEM: Crooked Run West – Request for water & sewer service

SUMMARY:

The Town has officially received the request from Warren County and the developer for water and sewer services for the development of Crooked Run West. They are currently proposing a combination of commercial and residential units which is a change in the comprehensive plan. They are requesting a change in the voluntary settle agreement in the corridor to include the residential units in Crooked Run West. The agreement states only commercial water/sewer service for Crooked Run West.

CROOKED RUN WEST LLC

ANTICIPATED WATER AND SEWER DEMANDS

UNIT TYPE	NUMBER OF UNITS	WATER GPD EACH UNIT	GPD WATER	SEWER GPD PER UNIT	GPD SEWER
-ASSISTED LIVING	150	60 GPD	9,000	75	11,250
-COMMERCIAL	14 ACRES	1,500 GPD/AC	21,000	1800	25,200
-SINGLE FAMILY ATTACHED	125	100/GPD	12,500	120	15,000
-SINGLE FAMILY DETACHED	150	125/GPD	18,750	150	22,500
-MULTI-FAMILY	600	60/GPD	36,000	80	48,000
TOTAL	1,025		97,250		121,950

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Council discussion and direction

COUNTY OF WARREN



Department of Planning
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

Phone: (540) 636-3354
FAX: (540) 636-4698
Email: tlogan@warrencountyva.net

Taryn G. Logan, AICP
Planning Director

March 25, 2019

BOARD OF SUPERVISORS

CHAIRMAN
Daniel J. Murray, Jr.
*North River
District*

VICE-CHAIRMAN
Thomas H. Sayre
*Shenandoah
District*

Archie A. Fox
*Fork
District*

Linda P. Glavis
*South River
District*

Tony F. Carter
*Happy Creek
District*

Douglas P. Stanley
County Administrator

Joe Waltz
Town Manager
Town of Front Royal
P.O. Box 1560
Front Royal, Virginia 22630

Dear Mr. Waltz,

Please be advised that at their regular meeting on March 19, 2019, the Warren County Board of Supervisors moved to send the request of Crooked Run West, LLC to the Town of Front Royal to review the proposed uses for the Crooked Run West property and determine if the Town would be willing to provide water and sewer services to the site for residential and commercial land uses. This property is located off of Crooked Run Boulevard and identified on tax map number 12M, section 2, as lots 9, 10, 11, 12, 13, and 14.

At the end of February I sent over a request for comments to the Town on the proposed comprehensive plan amendment, rezoning, and conditional use permit applications for this property. This request includes the anticipated water and sewer demands as well. I've attached all of the information that was in the Board of Supervisors' packet for this water/sewer availability request.

If you have any questions regarding this request, please call me.

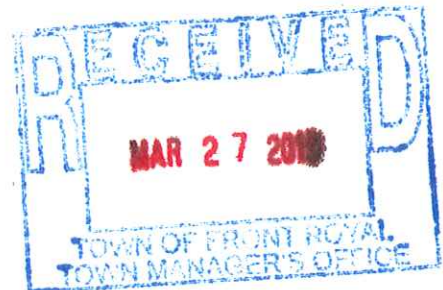
Sincerely,

Taryn G. Logan

Taryn G. Logan, AICP
Planning Director

TGL

Attachments



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

WARREN COUNTY
BOARD OF SUPERVISORS

JOSEPH F. SILEK, JR., P.C.

43 CHESTER STREET
POST OFFICE BOX 602
FRONT ROYAL, VIRGINIA 22630
TELEPHONE: (540) 635-9415
FACSIMILE: (540) 635-9421
EMAIL: JSILEK@SILEKPC.COM

FEB 25 2019

RECEIVED
WARREN COUNTY
ADMINISTRATOR'S OFFICE

February 21, 2019

Via First Class Mail

Mr. Douglas P. Stanley, County Administrator
County Administration
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Re: Crooked Run West, LLC

Dear Doug:

On Tuesday, February 19, 2019, Crooked Run West, LLC ("Crooked Run West") filed a Rezoning Application and a Conditional Use Permit Application for a portion of the property that they own West of Crooked Run. In the Applications, Crooked Run West stated that it was going to use municipal water and sewer for the commercial and residential portions of its property. With that said, I am aware that in April 2018 the Town and the County amended its Voluntary Settlement Agreement, and that one (1) of the changes that was made was to include Crooked Run West's property into the corridor area whereby the Town would provide water and sewer services. By this letter, Crooked Run West is requesting that the Town and the County amend the Voluntary Settlement Agreement to include providing water and sewer services to the residential portion of the Crooked Run West property when it is rezoned by the County.

If there is any additional information that is needed to make said request, please do not hesitate to contact me.

Very truly yours,

Joseph F. Silek, Jr.

cc: Mr. Edward Murphy (via email)



Dewberry Consultants LLC
13575 Heathcote Boulevard, Suite 130
Gainesville, VA 20155

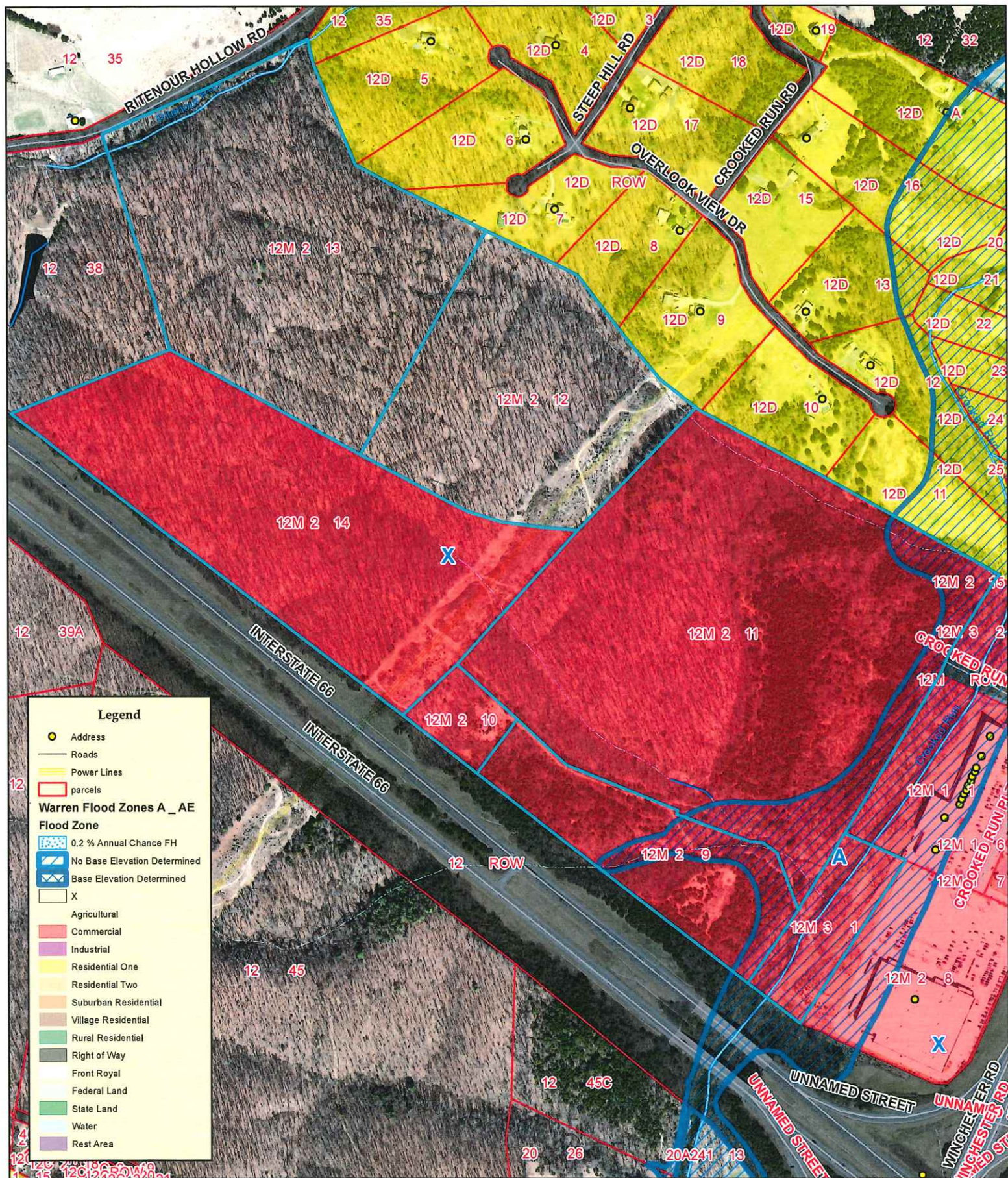
703.468.2211
703.468.2212 fax
www.dewberry.com

March 13, 2019

CROOKED RUN WEST LLC

ANTICIPATED WATER AND SEWER DEMANDS

UNIT TYPE	NUMBER OF UNITS	WATER GPD EACH UNIT	GPD WATER	SEWER GPD PER UNIT	GPD SEWER
-ASSISTED LIVING	150	60 GPD	9,000	75	11,250
-COMMERCIAL	14 ACRES	1,500 GPD/AC	21,000	1800	25,200
-SINGLE FAMILY ATTACHED	125	100/GPD	12,500	120	15,000
-SINGLE FAMILY DETACHED	150	125/GPD	18,750	150	22,500
-MULTI-FAMILY	600	60/GPD	36,000	80	48,000
TOTAL	1,025		97,250		121,950



Crooked Run West LLC Properties
TM#12M - Section 2 - Parcels 9/10/11/12/13/14
TM#12M- Section 3 - Parcel 1
2018 VGIN Imagery



1 in = 500 feet
 0 95 190 380 570 760 Feet

Parcels maintained by Warren County GIS. While data is continuously updated from surveyed plats, this data is for representational purposes only and accuracy reflected is not that of a professional survey. The County does not warrant the accuracy thereof; all data and maps are accepted and used with all and all warranties, express and implied, including all warranties of merchantability or of fitness for a particular purpose or otherwise, are hereby expressly disclaimed by Warren County.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
3/19/2019	K	Request to the Town of Front Royal - Water and Sewer Availability and Service Crooked Run West, LLC	1 of 2

EXPLANATION & SUMMARY:

On February 19, 2019, the Planning Department received a rezoning application, conditional use permit application and a Comprehensive Plan amendment request for the properties located at 12M, section 2, lots 9, 10, 11, 12, 13, and 14, owned by Crooked Run West, LLC. The majority of the property is currently zoned Commercial (rezoned in 2009), with a portion still zoned Agricultural. The request is to allow a mixed use development of residential and neighborhood commercial uses. The Suburban Residential section is proposed to be: 150 Assisted Living Units; 125 Townhomes; 150 Single Family Detached Units; and 600 Apartments. 23 acres is still proposed as Commercial and 26 acres is proposed as public land.

On February 25, 2019, the County received the attached letter from Joseph Silek, attorney for Crooked Run West, LLC requesting the Town and County amend the Voluntary Settlement Agreement to include providing water and sewer to the residential portion of the Crooked Run West property.

In April 2018, the Town and County amended this Agreement to reach a compromise for PILOT meals and lodging taxes. In that Agreement, the Crooked Run West property was added for the Town to provide water and sewer services to the site for the *commercial* uses. The Agreement also states that "The Corridor, as established in the Voluntary Settlement Agreement, is hereby expanded and amended to include Crooked Run West, provided that Crooked Run West is developed as herein described and its total public utility water/sewer needs do not exceed an average of 40,000 gallons per day, unless any usage in excess of that estimate is specifically approved by the Town Council."

Due to the fact that the property is now being proposed by the owner for a mix of uses to include residential uses, the owner is requesting the Agreement be amended. The owner has requested the rezoning and is going through the proper public hearing procedures. The request is on the Planning Commission agenda March 13th for authorization to advertise for a public hearing. They have asked that this request run concurrent with those applications to determine if they do have water and sewer available at the site for residential land uses.

The Board could decide at this meeting to send a request to the Town of Front Royal to review the mixed use development proposal to see if there is water and sewer availability and if they would be willing to provide water and sewer to the property for residential land uses. The Board could also postpone this request from the owner for discussion at a work session.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors send the request to the Town of Front Royal to review the proposed uses for the Crooked Run West property and determine if the Town would be willing to provide water and sewer services to the site for residential land uses.

OR

I move that the Board of Supervisors postpone this request to a work session for discussion prior to sending the request to the Town of Front Royal.

SUBMITTED BY:

Taryn Logan, 
Planning Director

DISPOSITION OF BOARD:

☐ **APPROVED** ☐ **OTHER (Describe)**

**PROCESSED
BY:**

**AMENDMENT TO VOLUNTARY SETTLEMENT AGREEMENT
BETWEEN THE COUNTY OF WARREN, VIRGINIA, AND THE
TOWN OF FRONT ROYAL, VIRGINIA, REGARDING THE COMPROMISE FOR
PILOT MEALS AND LODGING TAXES**

This Amendment to the Voluntary Settlement Agreement (hereinafter the "Amendment"), entered into this 11th day of April, 2018 pursuant to the authority granted by Sections 15.2-1300 and 15.2-3400 of the Code of Virginia, 1950, as amended, by and between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia, by and through its Board of Supervisors (hereinafter the "County") and the **Town of Front Royal, Virginia**, a Virginia municipal corporation, by and through its Town Council (hereinafter the "Town").

WITNESSETH:

RECITALS:

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

B. The County and Town entered into the Voluntary Settlement Agreement to facilitate development in the County so that the County could generate revenue to improve the County's Public School System. Commercial and industrial development of the North US Route 340/522 Corridor (defined as the "Corridor" in the Voluntary Settlement Agreement) (hereinafter the "Corridor") enabled the County to develop the tax base necessary to fund construction of new public high schools and middle schools.

C. Extension of municipal utilities into the Corridor prompted concern on the part of the Town that development in the Corridor would place businesses within the Town limits at a competitive disadvantage with businesses located in the Corridor, as businesses located in the Corridor would not have to pay Town taxes.

D. The County acknowledged this concern and together with the Town jointly lobbied the General Assembly to approve special legislation in Virginia Code §15.2-2119.J and §15.2-2143, which thereby authorized the Town to provide public water and sewer utility services to industrial and commercial users outside the Town's boundaries and collect such compensation therefor as may be contracted for between the Town and such users. The Town implemented public utility contracts that included Payment In-Lieu of Taxes ("PILOT") fees from commercial public utility customers in the Corridor, with the intent of causing all businesses both inside and outside of the Town limits paying as closely to the same amounts towards their municipal water and sewer utility payments, as well as the equivalent of the total taxes commercial public utility customers would pay, as if they were located within the Town boundaries.

E. The Voluntary Settlement Agreement documented the basic responsibilities for municipal water and sewer utility provisions in the Corridor.

F. Following the outcome of 2009 litigation between the Town and certain restaurants located in the Corridor, the Town suspended the collection of the food and beverage taxes or meals tax, transient room rentals tax and transient occupancy or lodging taxes, also referred to as "Meals and Lodging" taxes" components, of the PILOT fees which had been included in the Town's public utility contracts with businesses in the Corridor.

G. Subsequent to this suspension of collection, the Town and County have attempted to "level the playing field" between restaurants and hotels within the Town and those located in the Corridor, such that all such businesses are paying a substantially equal amount of taxes and no businesses are realizing a competitive advantage or disadvantage based solely on which side of the Town's corporate limits they are placed.

H. In addition, the Town and County both desire to expand the Corridor area to include property located on the west side of Crooked Run, which includes tax map parcel numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres (hereinafter referred to as "Crooked Run West").

I. The County and the Town have recognized that amending the Voluntary Settlement Agreement as set forth herein will be beneficial to the orderly growth and continued viability of both localities.

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

K. The parties hereto have been advised by officials of the Commission on Local Government and the Office of the Attorney General that the Court Orders contained in the said Voluntary Settlement Agreement provide for an Amendment to the Voluntary Settlement Agreement without the necessity of the Amendment being additionally submitted to the Commission on Local Government and then being further ratified by a Special Court appointed by the Supreme Court of Virginia.

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

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

2. The Corridor area, as defined in the Voluntary Settlement Agreement, is expanded to include Crooked Run West which contains tax map parcel numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres (the map of the Corridor and Crooked Run West is attached hereto as Exhibit A). The area known as Crooked Run West is planned to be developed in the future with restaurants, retail stores and financial institutions similar to those in the Corridor, plus one or more hotels, with all of Crooked Run West anticipated to require an average of not more than 40,000 gallons per day of water usage and sewer discharge at full build-out. The Corridor, as established in the Voluntary Settlement Agreement, is hereby expanded and amended to include Crooked Run West, provided that Crooked Run West is developed as herein described and its total public utility water/sewer needs do not exceed an average of 40,000 gallons per day, unless any usage in excess of that estimate is specifically approved by the Town Council.

3. For the duration of the Amendment, the Town will not resume collection of Meals and Lodging taxes components of the PILOT fees from commercial businesses located within the Corridor or Crooked Run West.

4. The Town will continue to maintain and establish municipal water and sewer utility contracts with commercial businesses in the Corridor and Crooked Run West requiring municipal water and sewer utility services, including in-town rates for tap (connection) fees, and the Town will continue to collect PILOT fees from those customers, excluding the Meals and Lodging Tax components.

5. For all existing and future commercial municipal water and sewer utility customers operating under any Town PILOT fee agreement in the Corridor and Crooked Run West, the County will appropriate and provide funding to the Town through the County's General Fund Revenues for a) the equivalent of thirty percent (30%) of the Meals Tax collected in the Corridor and Crooked Run West by the County, and b) the equivalent of five percent (5%) of the two percent (2%) Lodging Tax collected in the Corridor and Crooked Run West by the County during the previous fiscal year, said appropriations to be remitted to the Town in equal, bi-annual payments to be made not later than each December 31 and June 30 annually, beginning December, 2016. The County shall provide a certified statement from its auditor verifying the County's General Fund Revenues to include Meals and Lodging Tax revenues in both the Corridor and Crooked Run West to the Town with the December payment. The funding by the County to the Town shall not include a portion of the three percent (3%) lodging tax that must be designated and spent solely for tourism and travel in accordance with § 58.1-3819 of the Code of Virginia (1950), as amended.

6. Should the County Board of Supervisors determine that appropriations for payment prescribed in this Amendment will not be incorporated into its annual appropriations in any given year, the County shall provide the Town with written notice at least one hundred-twenty (120) days in advance of the next bi-annual payment date.

7. Should the County Board of Supervisors fail to appropriate funding in compliance with this Amendment in any given year, this Amendment shall terminate.

8. All PILOT fee agreements with the municipal water and sewer utility customers of the Town will continue as written unless invalidated by a court of competent jurisdiction. In the event any such PILOT fee agreements as currently written are so invalidated, the Town reserves the right to amend the PILOT fee agreements so long as such PILOT fee agreements do not increase the payments required of commercial businesses beyond the payment rates charged to commercial businesses of the same category or class located within the Town limits, excluding meals and lodging taxes. The Out-of-Town utility rate, which is currently twice the In-Town rate, will continue to apply to industrial customers, unless negotiated otherwise by the Town with such customers.

9. Recognizing that future establishments of dining and lodging located in the Corridor and Crooked Run West should be operated as fairly and competitively as possible with similar establishments located within the Town limits, the Town and the County agree to use all due diligence in working with future businesses to consider their rezoning/conditional use permit applications, subdivision plats, site plans and utility applications as expeditiously as practical and appropriate.

10. Requests for future municipal water and sewer utility services within the Corridor and Crooked Run West shall continue to be considered as provided in the Voluntary Settlement Agreement and shall not require the County or the property owner/occupant to request a boundary adjustment to include the involved property/use within the boundary of the Town. Additionally, the Town will continue to be invited to provide input and due consideration of all rezoning requests in the Corridor and Crooked Run West.

11. The County can terminate the appropriations and payment of funding described in this Amendment in the event the Town Council votes and approves the collection of the Meals and Lodging Tax components of the PILOT fees for commercial businesses in the Corridor or Crooked Run West as established by this Amendment.

12. The Town will not initiate an annexation action in the Annexation Immunity Area, as defined in the Voluntary Settlement Agreement and shown on the attached Exhibit B, for twenty-five (25) years from the date of execution of this Amendment (hereinafter the "Annexation Immunity Area"). The County can terminate the appropriations and payment of funding described in this Amendment in the event the Town commences annexation legal filings or proceedings within the Annexation Immunity Area within such time period above, unless requested by the County. Annexation or Boundary Adjustment of any other area of the County or property owner initiated requests outside the Annexation Immunity Area will not give cause to terminate appropriations of payments.

13. The Town may terminate further extension of municipal water and sewer utility services to any new commercial or industrial customers in the Corridor or Crooked Run West if the Town determines in good faith that it does not have the utility capacity to serve such new customers without being able to serve the Town's existing municipal utility customers in accordance with the Town's contractual and legal obligations with such existing municipal utility customers.

14. The parties agree to present the Amendment to the Commission on Local Government, if required, as a proposed settlement pursuant Virginia Code Section 15.2-3400.

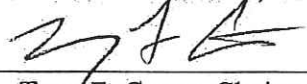
15. The parties agree that should a recommendation of the Commission on Local Government not be needed on the Amendment, then the Town Council and Board of Supervisors

will pass respective Town and County resolutions to adopt either this Amendment or a modified amendment to the Voluntary Settlement Agreement acceptable to all parties.

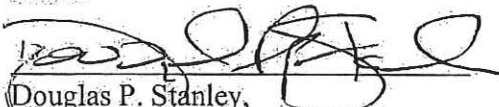
16. This Amendment may be amended by mutual written agreement of both the County of Warren and Town of Front Royal.

Witness the following signatures on the dates indicated.

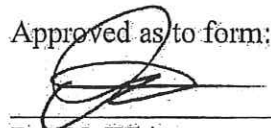
COUNTY OF WARREN, VIRGINIA

By: 
Tony F. Carter, Chairman,
Warren County Board of Supervisors

Attest:


Douglas P. Stanley,
Clerk to the Board of Supervisors

Approved as to form:


Dan N. Whitten,
County Attorney

TOWN OF FRONT ROYAL, VIRGINIA

By: Hollis L. Tharpe
Hollis L. Tharpe, Mayor

Attest:

Jennifer E. Berry
Jennifer E. Berry,
Clerk to Town Council

Approved as to form:

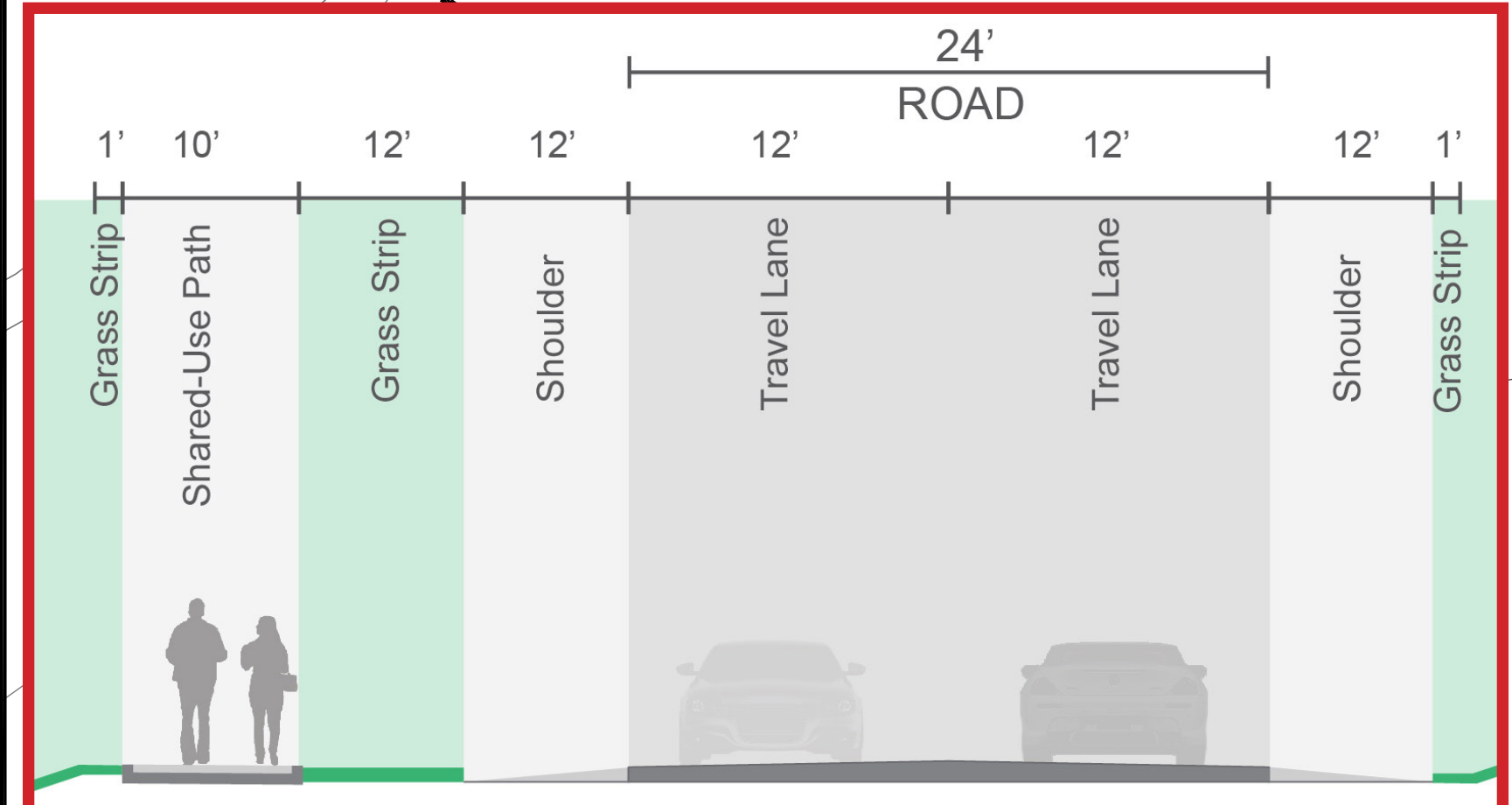
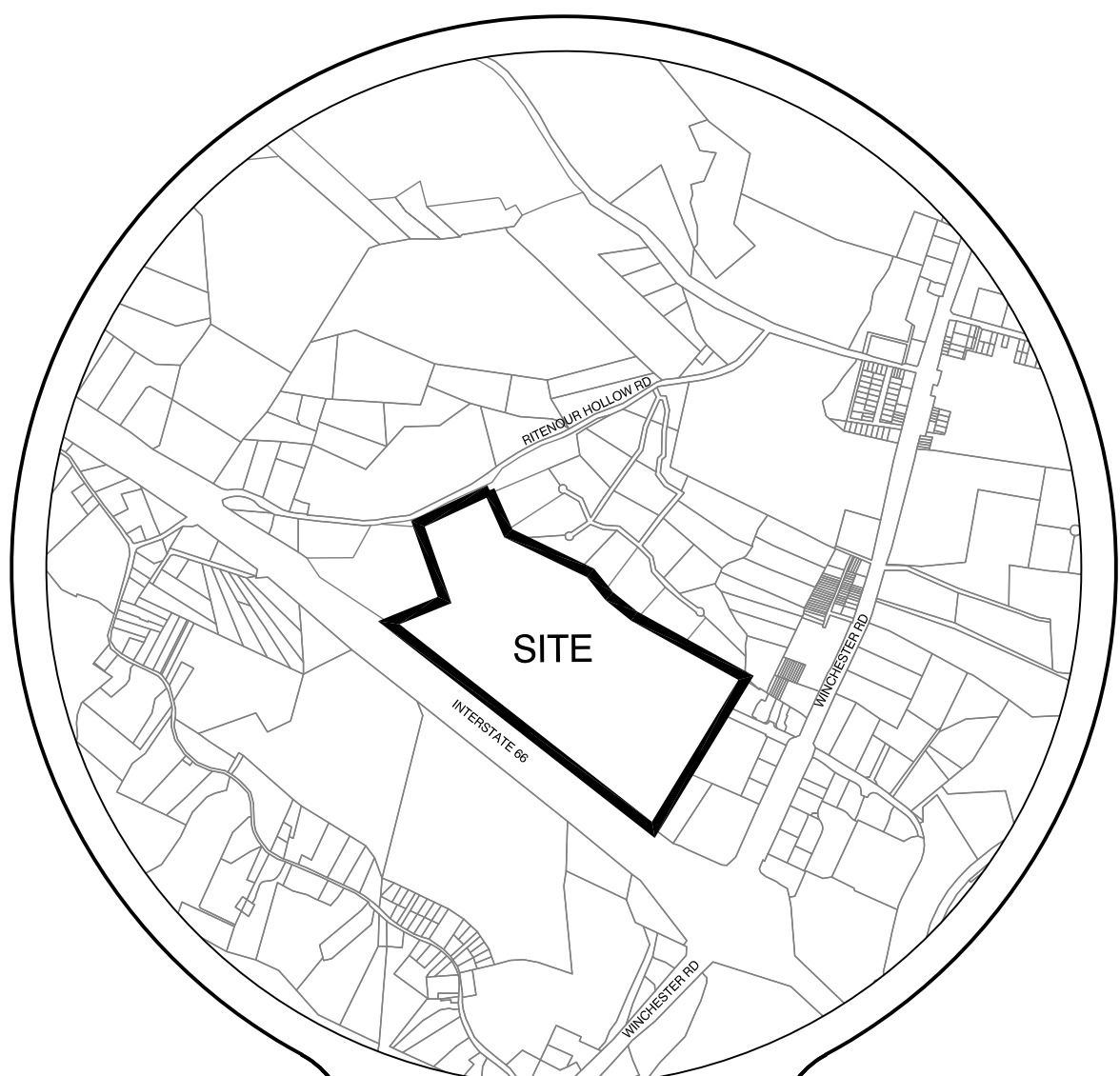
Douglas W. Napier
Douglas W. Napier
Town Attorney

CROOKED RUN WEST, LLC

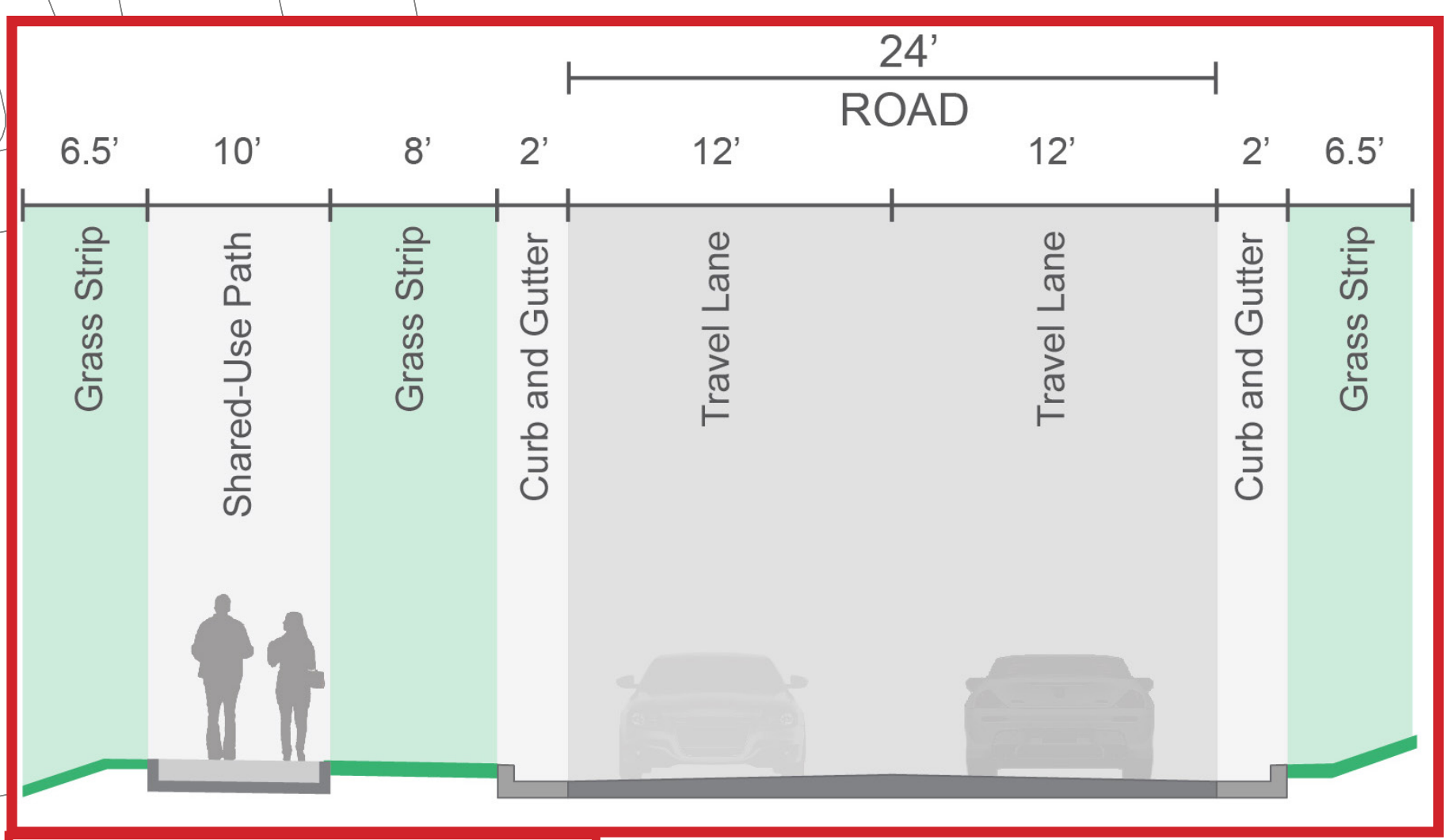
CONCEPTUAL LAND USE PLAN PRESENTATION

FEBRUARY 13, 2019

Q:\50108229 (CAD) Crooked Run West\WSP\Workspace\Inholders\WSP Road.dwg Feb 12, 2019 - 3:48pm



ROAD SECTION (B)



ROAD SECTION (A)

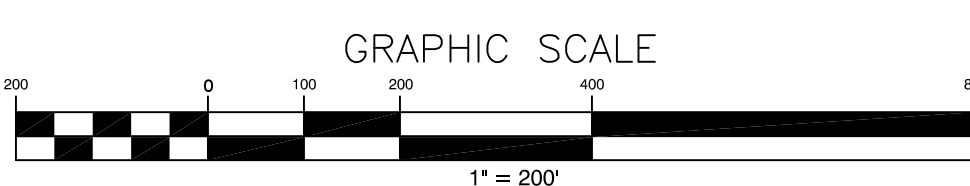
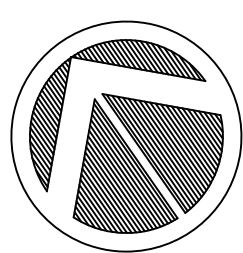
CROOKED RUN WEST LLC CONCEPTUAL ROAD ALIGNMENT

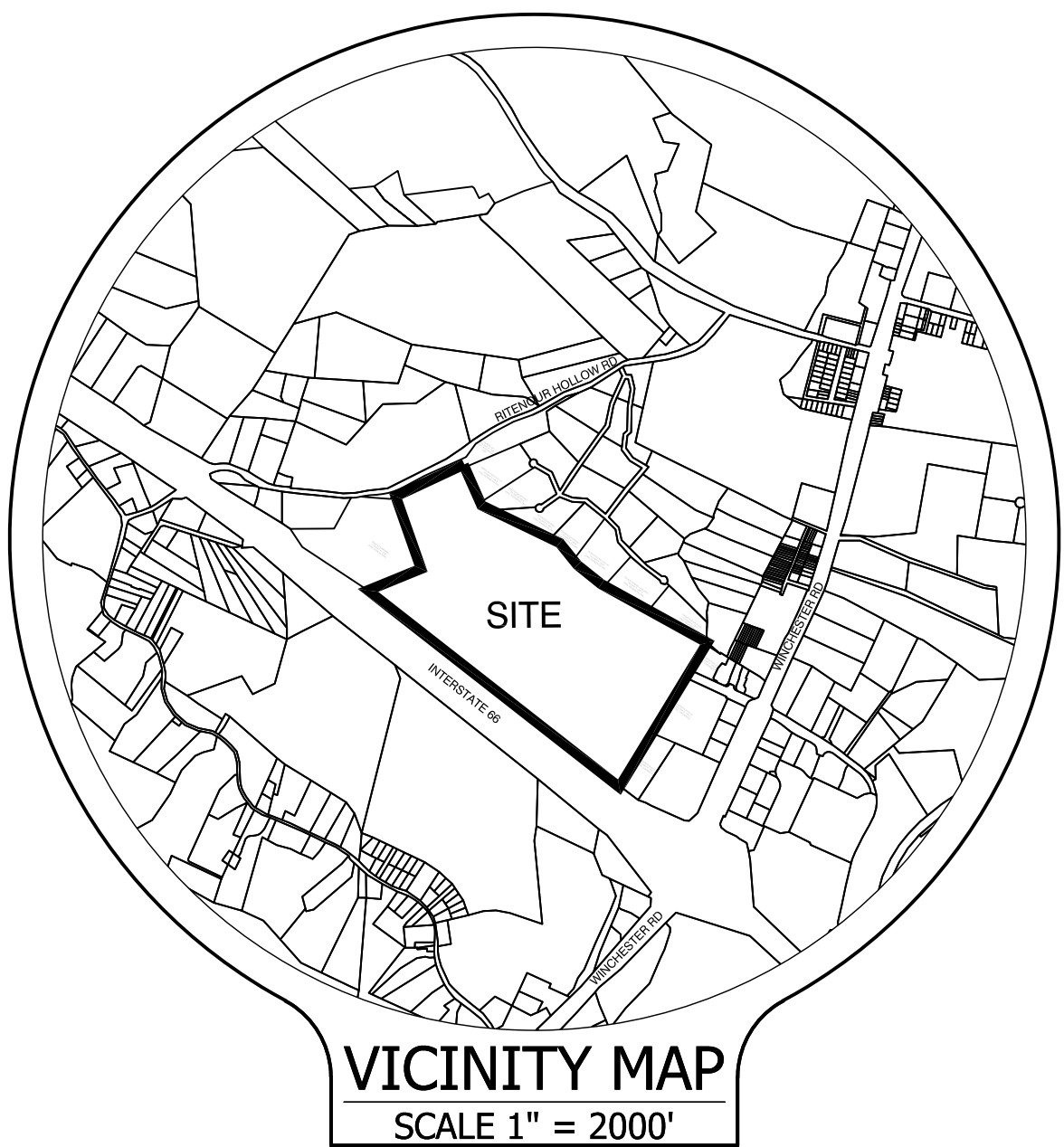
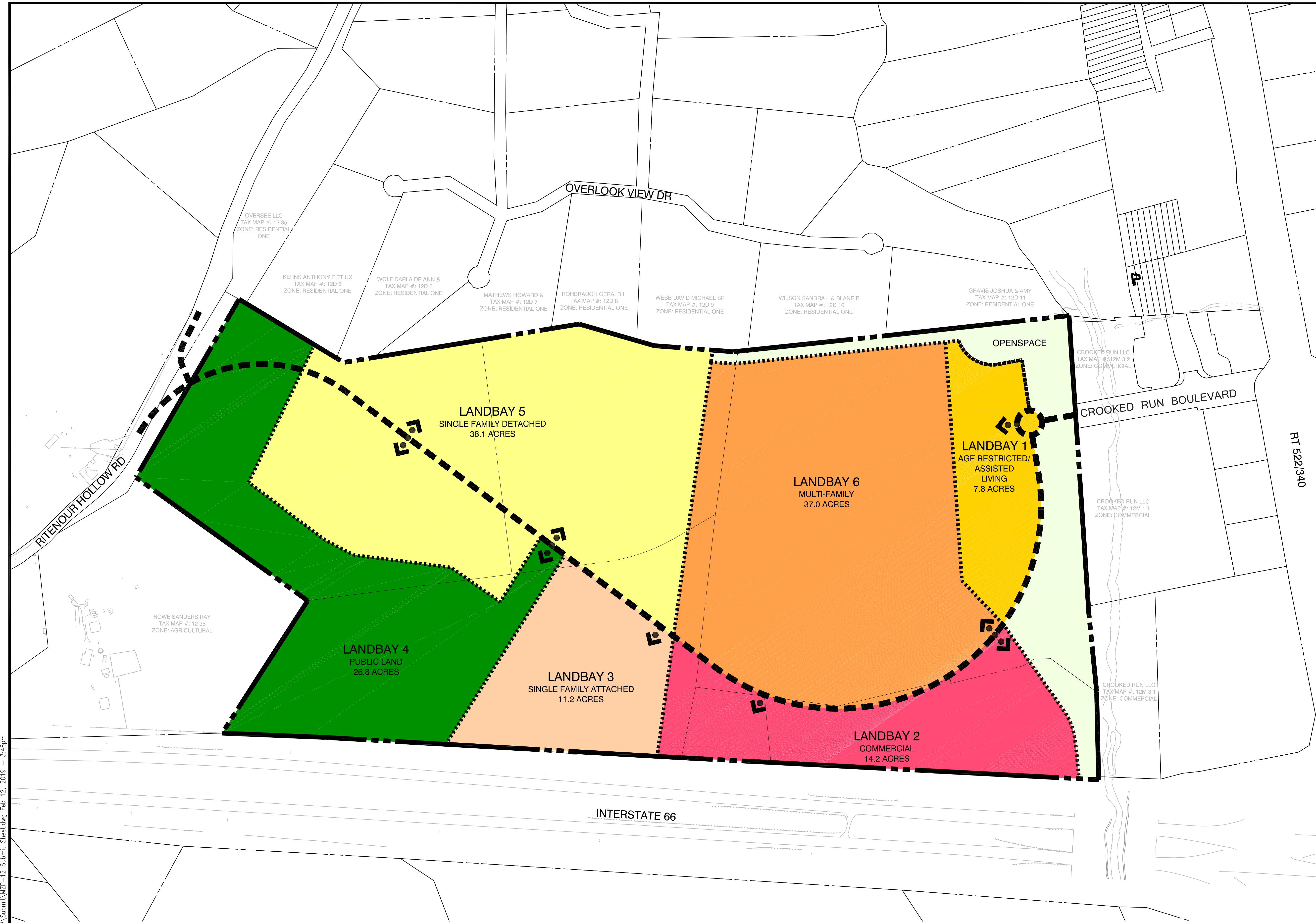
DATE: 02/13/19

SCALE: 1"=200'

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

Dewberry
Dewberry
Engineers Inc.
13575 HEATHCOTE BLVD.,
SUITE 130
GAINESVILLE, VA 20155-6693
PHONE: 703.468.2211
FAX: 703.468.2212





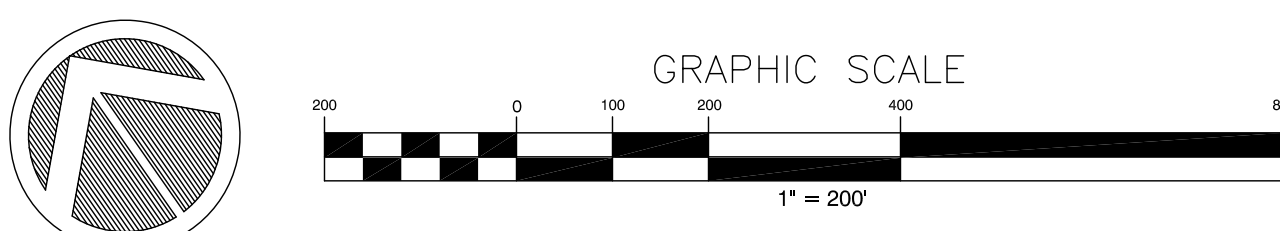
- NOTES:**
- 1. SITE OWNER: CROOKED RUN WEST LLC
 - 2. TAX MAP #: 12M 2 9, 12M 2 10, 12M 2 11, 12M 2 12, 12M 2 13, 12M 2 14
 - 3. TOTAL SITE AREA TO BE REZONED: 145.82 AC

LANDBAY TABLE:

LANDBAY	AREA	USE	MAXIMUM RESIDENTIAL UNITS	MAXIMUM COMMERCIAL SF	HOTEL ROOMS
1	7.8 AC.	AGERESTRICTED/ASSISTED LIVING	150	—	—
2	14.2 AC.	COMMERCIAL	N/A	25,000	80
3	11.2 AC.	SINGLE FAMILY ATTACHED	125	—	—
4	26.8 AC.	PUBLIC LAND	N/A	—	—
5	38.1 AC.	SINGLE FAMILY DETACHED	150	—	—
6	37.0 AC.	MULTI-FAMILY	600	—	—
TOTAL			1025	25,000	80

- LEGEND**
- PROPERTY BOUNDARY
 - - - ROAD
 - ◀▶ APPROXIMATE ACCESS POINT
 - LANDBAY BOUNDARY

Q:\50138223 (CAD) Civil\PLAN\Crooked Run West\MZP-12 Submit Sheet.dwg Feb 12, 2019 — 3:46pm



CROOKED RUN WEST LLC

MASTER ZONING PLAN

DATE: 02/13/19

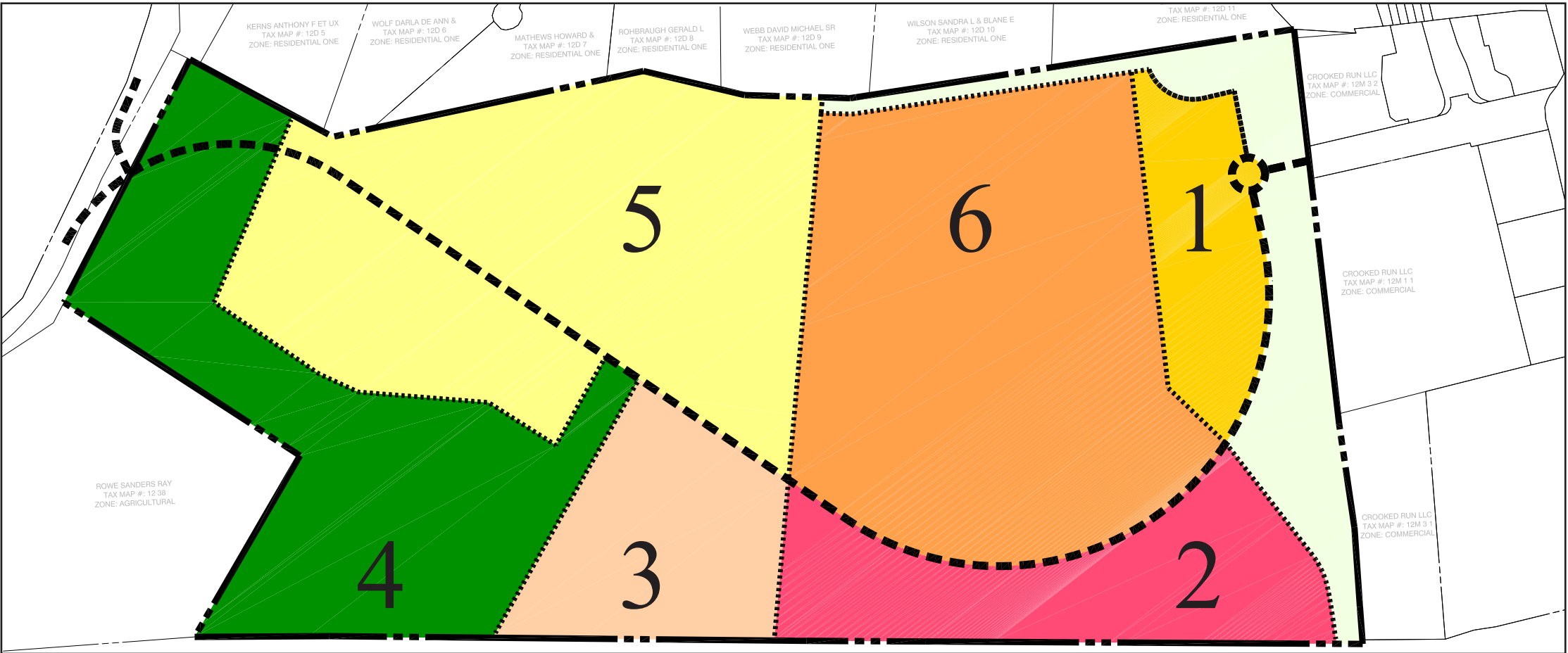
SCALE: 1"=200'

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

Dewberry
Engineers Inc.

13575 HEATHCOTE BLVD.
SUITE 130
GAINESVILLE, VA 20155-6693
PHONE: 703.468.2211
FAX: 703.468.2212

KEY MAP



LANDBAY 3



EXEMPLARY IMAGES ARE FOR CONCEPTUAL PURPOSES ONLY.

LANDBAY 1



EXEMPLARY IMAGES ARE FOR CONCEPTUAL PURPOSES ONLY.

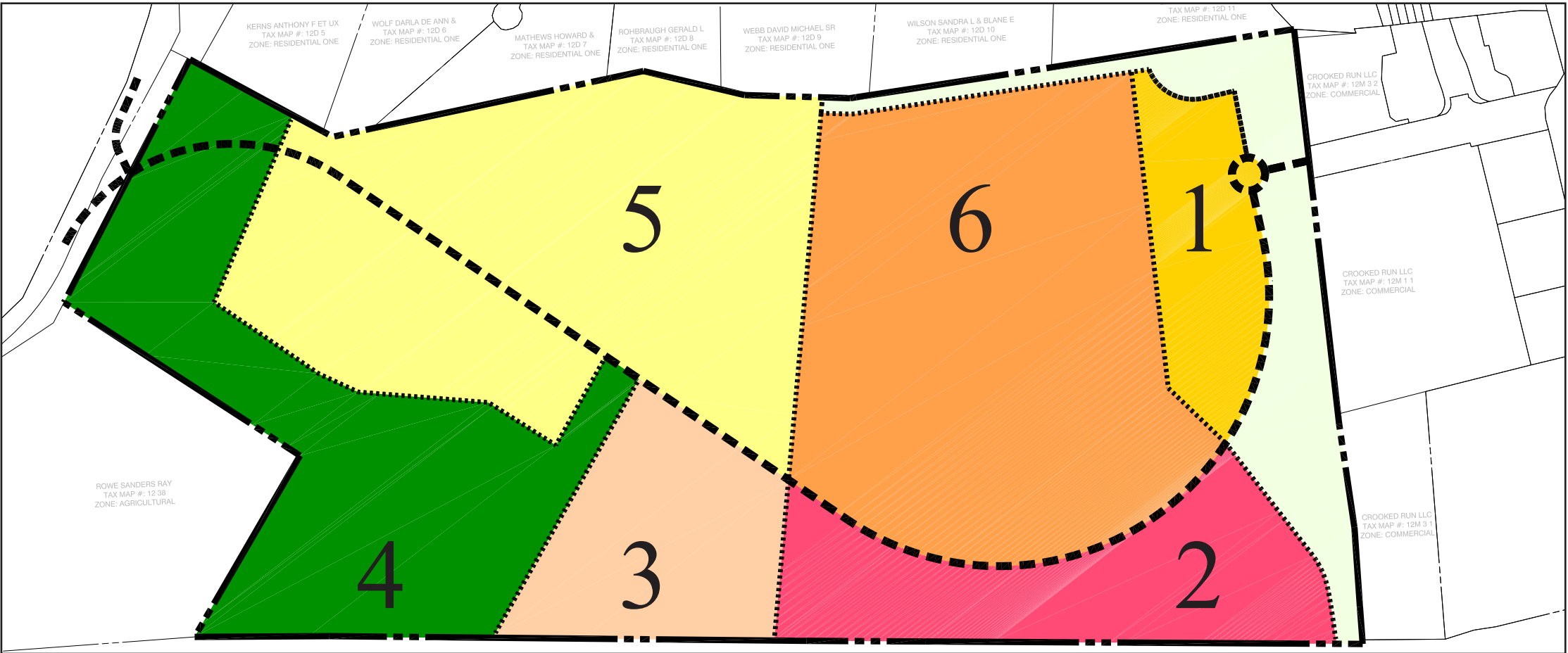
LANDBAY 2



EXEMPLARY IMAGES ARE FOR CONCEPTUAL PURPOSES ONLY.



KEY MAP



LANDBAY 6



EXEMPLARY IMAGES ARE FOR CONCEPTUAL PURPOSES ONLY.

LANDBAY 4



EXEMPLARY IMAGES ARE FOR CONCEPTUAL PURPOSES ONLY.

LANDBAY 5



EXEMPLARY IMAGES ARE FOR CONCEPTUAL PURPOSES ONLY.



QUESTIONS AND COMMENTS

6



Work Session Agenda Form

Item # 6

DATE: April 15, 2019

AGENDA ITEM: Extension of due date for Personal Property & Real Estate Tax Bills

SUMMARY: Town Council is requested to approve a resolution to extend the due date of personal property & real estate tax bills due to the Town not being able to receive the tax books necessary to build the tax bills until after the Warren County Board of Supervisors approve Warren County's tax rates on May 7th.

The Commissioner of Revenue's Office provides the tax books to the Town after Warren County sets County tax rates to ensure that both Town & County tax books match. The Board of Supervisors are scheduled to approve Warren County tax rates later than usual due to a requirement to re-advertise Warren County tax rates.

If Warren County sets their tax rates on May 7th, the tax books will be built there after and the Town anticipates receiving the tax books the week of May 13-17th and having tax bills mailed sometime around May 21nd-28th. Staff anticipates requesting a due date for personal property & real estate tax bills of June 21st.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Staff recommends approval of a resolution at Town Council's meeting scheduled on May 13th, 2019. This will ensure that Warren County has approved their tax rates to allow the necessary tax books to be built.

Work Session

7



Work Session Agenda Form

Item # 7

DATE: 4/15/19

AGENDA ITEM: Additional Budget Discussion

SUMMARY: Further discussion on regarding the FY20 Proposed Budget and possible reallocation of funds for funding of the debt service on the Police Department.

BUDGET/FUNDING: FY20 Proposed Budget

STAFF RECOMMENDATION: Discuss options for reallocating funds and provide staff with direction

Work Session

8



Work Session Agenda Form

Item # 8

DATE: April 15, 2019

AGENDA ITEM: 2019 VML Policy Committee Nominations

SUMMARY: The Virginia Municipal League (VML) 2019 Policy Nominations are due April 25, 2019. All terms expire December 31, 2019. Below are the Policy Committee members nominated last year by Council and whose terms expired December 31, 2018. All nominations will be placed on the April 22, 2019 Regular Council meeting for a formal vote.

Community & Economic Development Committee – Councilmen Gillispie and Sealock
Environmental Quality Committee – Town Manager Waltz and Councilman Morrison
Finance Committee – Finance Director Wilson and Councilman Meza
General Laws Committee – Town Attorney Napier and Councilman Connolly
Transportation Committee – Mayor Tharpe and Vice Mayor Tewalt

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Council takes desired action.

Work Session



OFFICERS

PRESIDENT

ANITA JAMES PRICE
ROANOKE VICE MAYOR

PRESIDENT-ELECT

THOMAS R. SMIGIEL, JR.
NORFOLK COUNCIL MEMBER

VICE PRESIDENT

OPHIE KIER
STAUNTON VICE-MAYOR

PAST PRESIDENT

PATRICIA P. WOODBURY
NEWPORT NEWS COUNCIL MEMBER

EXECUTIVE DIRECTOR

MICHELLE GOWDY

MAGAZINE

VIRGINIA TOWN & CITY

March 29, 2019

To: VML Full-Member Key Officials; Council and Board Clerks

From: Michelle Gowdy, Executive Director

Subject: 2019 VML Policy Committee Nominations

The Virginia Municipal League welcomes your nominations for the 2019 policy committees. Accompanying this memo is a description of the committee process and a nominations form.

Please return your locality's nominations form by April 25. If your community has a May election, you may submit a revised form after your elections.

Please observe the following guidelines with your nominations:

- Only governing body members and appointed officials (i.e., employees of the local government) are eligible to serve.
- You may nominate two people to a committee; if two are nominated, at least one should be a governing body member.
- Individuals may serve on only one committee a year.

Please return your nominations form by April 25.

Policy committees traditionally meet in late July in the Richmond area; committee meeting dates and times will be forwarded to you once they are confirmed.

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

Attachments

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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 developing positions 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 individuals holding local 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, six must be representatives of cities and urban counties with populations of 35,000 or less, and six 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, prek-12 education, health, behavioral health, juvenile justice, recreation, rehabilitation and 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.