AGENDA
Board of Supervisors Meeting

5:00 PM – Work Session

A. Presentation – Expansion of Broadband in Warren County – All Points Broadband

B. Presentation – Certified Crime Prevention Community (CCPC) Program – Major Jeff Driskill

C. Closed Session – Virginia Freedom of Information Act

1. Section 2.2-3711(A)(1) Personnel re: Front Royal/Warren County Airport Commission and the Lord Fairfax Community College Board
2. Section 2.2-3711(A)(5) Prospective Business or Industry re: Located in the Route 340/522 Corridor

7:00 PM

Moment of Silence

A. Call to Order and Pledge of Allegiance of the United States of America

B. Adoption of Agenda – Additions or Deletions

C. Public Comment Period (60 Minute Time Limit)

D. Reports – Board Members, County Administrator, Interim County Attorney

E. Appropriations and Transfers

F. Approval of Accounts

NEW BUSINESS

G. Consent Agenda

1. Representative Appointment to the Community Policy and Management Team (CPMT) – Jessica Amankrah
2. Festival Permit Request for the Appaloosa Festival – Joe Petty
3. Northwestern Community Services Board Performance Contract – Ed Daley
4. Approval of Job Description and Classification for Director of Technology Position – Taryn Logan
5. Request to Reclassify/Regrade the Position of Deputy Finance Director – Taryn Logan
6. Request to Purchase Three (3) Ambulance Transport Units – Chief James Bonzano
7. Skatepark Pool Coping and Bowl Tie Replacement – Dan Lenz
8. Certified Crime Prevention Community (CCPC) Program Resolution and Statement of Intent – Sheriff Mark Butler
9. Extension Request for Conditional Use Permit 2006-10-01, Bill and Sandra Long for Commercial Repair Garage – Matt Wendling

10. Warren County School Board Use of the Raymond E. Santmyers Youth Center for the Elements Program for the 2021-2022 School Year – Caitlin Jordan
11. Extension of Contract with Pond Law Group for Collection of Delinquent Real Estate Tax Accounts – Caitlin Jordan
12. Extension of Contract with TACS for Collection of Delinquent Real Estate Tax Accounts – Caitlin Jordan
13. Amendment #1 to the Contract Between the County of Warren, Virginia and B & B Excavation – Caitlin Jordan
14. Amendment #1 to the Contract Between the County of Warren, Virginia and Carroll Construction Company – Caitlin Jordan
15. Amendment #1 to the Contract Between the County of Warren, Virginia and H & W Construction Company – Caitlin Jordan
16. Annual Term Contract with LaBella Associates, D.C.P., P.C. for Warren County Solid Waste Management – Caitlin Jordan
17. Clarification of the Employee Compensation Plan for FY 2021-2022 – Ed Daley
18. Adoption of Agreement for Regional Broadband Services – Ed Daley
19. Agreement for Utility Consulting Services – Ed Daley

H. Request to the State Board of Elections for a Waiver to Administer a Split Precinct for the November 2, 2021 General and Special Elections – Carol Tobin/Caitlin Jordan

7:30 PM

I. Public Hearings

1. Conditional Use Permit 2021-05-01, 9700 Court, LLC for an Enclosed Storage Facility – Joe Petty
2. Conditional Use Permit 2021-05-02, 9700 Court, LLC for the Storage of Cars, Boats, and Recreational Vehicles – Joe Petty
3. Conditional Use Permit 2021-05-03, 9700 Court, LLC for a Building in Excess of 50,000 Square Feet – Joe Petty
4. Conditional Use Permit 2021-06-03, Chad and Charleen Backstrom for Private Use Camping (Non-Commercial) – Matt Wendling
5. Conditional Use Permit 2021-06-04, Shawn M. Tsanganelias for Private Use Camping (Non-Commercial) – Matt Wendling
6. Conditional Use Permit 2021-06-08, James Humphrey for Private Use Camping (Non-Commercial) – Matt Wendling
7. Conditional Use Permit 2021-06-10, Randall Lewis and Monica Stover for Private Use Camping (Non-Commercial) – Matt Wendling

J. Additional New Business (If needed)

K. Adjournment

Certified Crime Prevention Community Program

WARREN COUNTY SHERIFFS OFFICE

JULY 13, 2021 BOARD OF SUPERVISORS BRIEFING

Introduction to CCPC Program - DCJS

- Purpose
- Benefits
- Roles & Responsibilities
- Next Steps
- Questions

What is the CCPC Program

- New Partnership Commission for Community Safety (E.O. 1998)
- To promote community safety, particularly youth and family safety
- DCJS recommended program to foster development of initiatives
- Recertification in 3-years

CCPC Program Goal (DCJS)

To publicly recognize and certify localities that have implemented a defined set of community safety strategies as part of a comprehensive community safety/crime prevention effort.

Incentives for Warren County

- Become a *National Leader in Community Safety*.
- Clear signal to criminals that criminal behavior will not be tolerated.
- Preference in the State Criminal Justice (Byrne) Grant application process.
- Great marketing tool to attract families, tourists, businesses, and others interested in finding a safe location in which to live and work.
- Potential insurance premium reductions from insurance companies.
- Enhances the professionalism of County Management and Sheriff's Office by showing we can meet rigorous standards related to community safety.

Eligibility Requirements

- Must be a locality in Virginia (such as County Government).
- Must adopt a *Resolution of Participation* and file this with DCJS.
- Must designate a *Local Coordinator* for the certification effort.
- Use an existing local inter-agency team charged with the responsibility of completing the certification requirements.

12 - Core Community Safety Elements

1. Community Crime Prevention/Safety Council (CAC) ☑
2. DCJS Certified Crime Prevention Specialist ☑
3. Neighborhood Watch Program ☑
4. Community Policing/Crime Control Planning process ☑
5. Distribution of Community Safety literature ☑
6. Deputy trained Community Safety/Risk Assessments (CPTED) ☑

12 - Core Community Safety Elements

7. Crime Analyst ☑
8. Comprehensive School Safety Audit ☑
9. Business Outreach program ☑
10. Organized referral process for crime victims ☑
11. Youth delinquency prevention program ☑
12. VLEPSC accreditation ☑

CPU Lieutenant – Roles

- Coordinate the CCPC Program
- Guidance and support for CPU Sergeant
- Coordinate CAC Meetings
- Manage senior programs
- Fund raising / Grants
- Use Crime Analysis data to shape response (Sector Units)

CPU Sergeant – Roles

- Supervise CPU Deputies
- Supervise SRO Program
- Liaison to Warren County Schools
- Manage youth programs (Youth Camp, etc.)
- Fund raising / Grants

Optional CCPC Safety Elements

Currently Active Programs

- D.A.R.E.
- SALT/TRIAD
- National Night Out
- SRO Program
- Crime Solvers/Stoppers
- Operation Telephone

Potential Programs

- **Youth Alcohol and Drug Abuse Prevention Project (YADAPP)**
- Gun Safety Program
- School based violence prevention curriculum

Financial Support

- Identify low/no-cost solutions to support programs
- Develop fundraising strategy for program gaps
- Leverage appropriate grants

2021 COPS Hiring Grant (U.S. DOJ)

- Applied 06/22/21; Begins 10/01/2021; Ends 10/01/2025
- Seeking (4) CPU Deputy positions (11/C starting at $44,553)
- Three years (75/25) = $576,444.00 ($432,333 / $144,111)
- Must ensure fourth year for position(s)

Action Items

1. Obtained approval of Sheriff to proceed
2. Created tasks for CPU Sergeant
3. Assigned CPU Lieutenant as Program Coordinator
4. Convened working group to shape process
5. Assigned roles and responsibilities
6. Obtain **Resolution of Support** by BOS on July 13, 2021
7. Submit certification packet within 12-months

Questions?

Jeffrey A. Driskill, Sr., Major

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jdriskill@warrencountysheriff.org

Motion to be Made Going into Closed Meeting

I move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act for the discussion or consideration of the assignment, appointment, promotion, performance, demotion, salaries, and resignation of a specific public officer of the public body; I further move that discussion be limited to the Front Royal/ Warren County Airport Commission and the Lord Fairfax Community College Board.

I also move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(5) of the Virginia Freedom of Information Act for discussion concerning a prospective business or industry or expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community; I further move that discussion be limited to industry in the Route 340/522 corridor.

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Motion to be Made Coming out of Closed Meeting

I move that the Board certifies to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(1) and (A)(5) of the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting by the public body.

7/15/2021
Fiscal Year 2020-2021 (21-22)

Appropriations

	4-1-92000-7112	LCI Services Inc.	$125.00	To appropriate LCI Services sponsorship HHS Complex
	3-1-24040-0007	Parks and Rec - Repairs and Maintenance	$5,000.00	To appropriate Front Royal WC Anti Litter Council payment for dog waste stations. bottle filling stations and trashcan lids in park system

Transfers

FROM:	92000-7042	Fire and Rescue - Rivermont Building Fund	($1,100.00)	Damaged Clothing Items due to construction related water issues at Rivermont Fire Station
TO:	35050-5410	Fire and Rescue - Clothing Account	$1,100.00	
FROM:	Special Projects	Parks and Rec - Special Projects	($14,816.00)	To transfer Special Projects funds to Park Development to purchase sun shade for Rockland Park
TO:	21010-1013	Parks and Rec - Rockland Park	$14,816.00	
FROM:	21060-7003	Clerk of Court - Balance Budget	($775.00)	Transfer to Balance Budget
TO:	21060-5801	Clerk of Court - Balance Budget	$345.00	
	21060-8001	Clerk of Court - Balance Budget	$330.00	
FROM:	71010-2001	Parks and Rec - FICA	($12,000.00)	Balance administrative FY 20/21 Accounts. Transfer funds to Repair Skyline Soccer Soccerplex Skatepark bowl using FY 20/21 Funds
	71010-2011	Parks and Rec - Worker's Compensation	($205.00)	
	71010-1003	Parks and Rec - Compensation PT	($27,500.00)	
TO:	71010-2002	Parks and Rec - VRS	$1,000.00	
	71010-2005	Parks and Rec - Hospital Medical	$11,000.00	
	71010-2006	Parks and Rec - Group Insurance	$205.00	
	71030-7011	Parks and Rec - Special Projects - Park Development	$27,500.00	
FROM:	71010-1002	Parks and Rec - Compensation Overtime	($2,000.00)	Transfer funds for repair bonded floor at Free Wheeling Playground using FY 20-21, and Balance FY 20-21 Administrative Accounts
	71010-3007	Parks and Rec - Advertising	($11,000.00)	
	71010-5402	Parks and Rec - Food	($5,500.00)	
	71010-5403	Parks and Rec - Beverage	($5,000.00)	
	71010-5504	Parks and Rec - Travel and Training	($2,055.00)	
TO:	71010-1001	Parks and Rec - Compensation	$2,000.00	
	71030-7011	Parks and Rec - Special Projects - Park Development	$11,000.00	
	71010-5203	Parks and Rec - Telephone	$1,355.00	
	71010-5308	Parks and Rec - Accidental Injury Insurance	$1,355.00	
	71010-5411	Parks and Rec - Books and Subscriptions	$700.00	
FROM:	Special Projects	SO - Police Equipment	($10,250.00)	In Car and Body Worn Cameras **FY 2021-2022**
	Special Projects	SO - Email Server	($8,347.00)	
TO:	31020-7005	SO - In Car and Body Cams	$18,597.00	

FROM:	12150-1004	Finance and Purchasing	($56,996.56)	To Balance Line Items for FY 20-21
	12150-1005	Finance and Purchasing	($10,318.41)	
	12150-2006	Finance and Purchasing	($253.81)	
	12150-3004	Finance and Purchasing	($240.88)	
	12150-5504	Finance and Purchasing	($1,500.00)	
	12150-5201	Finance and Purchasing	($1,103.55)	
	12150-2005	Finance and Purchasing	($4,487.98)	
TO:	12150-1001	Finance and Purchasing	$5,844.82	
	12150-1003	Finance and Purchasing	$50,147.25	
	12150-1007	Finance and Purchasing	$10,760.69	
	12150-1008	Finance and Purchasing	$562.21	
	12150-2008	Finance and Purchasing	$253.81	
	12150-3007	Finance and Purchasing	$216.00	
	12150-5801	Finance and Purchasing	$24.88	
	12150-5401	Finance and Purchasing	$2,603.55	
	12150-7007	Finance and Purchasing	$1,225.74	
	12150-8001	Finance and Purchasing	$3,262.24	
FROM:	11010-3007	Board of Supervisors	($977.32)	To Balance Line Items for FY 20-21
	11010-3010	Board of Supervisors	($1,685.11)	
	11010-5307	Board of Supervisors	($4,162.00)	
	11010-5501	Board of Supervisors	($950.00)	
	11010-5504	Board of Supervisors	($3,660.93)	
	11010-5801	Board of Supervisors	($1,113.00)	
	11010-5802	Board of Supervisors	($5,000.00)	
	11010-5850	Board of Supervisors	($3,511.50)	
	11010-6002	Board of Supervisors	($1,011.42)	
	Special Projects	Motor Vehicles	($5,000.00)	
	Special Projects	Reimb Lake Front Royal	($6,302.14)	
	Special Projects	Reimb Shenandoah Farms	($47,652.06)	
TO:	11010-3005	Board of Supervisors	$556.18	
	11010-5401	Board of Supervisors	$421.17	
	11010-5899	Board of Supervisors	$12,017.90	
	11010-3002	Board of Supervisors	$68,030.26	
FROM:	12020-1006	County Administration	($31,327.44)	To Balance Line Items for FY 20-21
	12020-5203	County Administration	($3,064.04)	
	12020-5408	County Administration	($5,955.02)	
	12020-5501	County Administration	($823.38)	
	12020-7005	County Administration	($3,577.99)	
TO:	12020-1001	County Administration	$20,115.73	
	12020-1008	County Administration	$2,953.45	
	12020-1009	County Administration	$7,777.84	
	12020-1111	County Administration	$472.26	
	12020-2008	County Administration	$7.66	

	12020-3002	County Administration	$3,064.04	
	12020-5401	County Administration	$3,224.14	
	12020-5897	County Administration	$2,730.88	
	12020-5411	County Administration	$286.04	
	12020-5899	County Administration	$537.34	
	12020-7007	County Administration	$2,734.28	
	12020-8001	County Administration	$843.71	
FROM:	12040-2001	County Attorney	($106,592.00)	To Balance Line Items for FY 20-21
	12040-2005	County Attorney	($16,289.00)	
TO:	11010-3002	Board of Supervisors	$122,890.00	
FROM:	Special Projects	EDA Study	($900.00)	To Balance Line Items for FY 20-21
	Special Projects	Enterprise Zone	($239,630.90)	
TO:	11010-3002	Board of Supervisors	$71,168.73	
	11010-3015	Board of Supervisors	$169,362.17	
FROM:	General Fund	Fund Balance	($380,365.00)	To Transfer a portion of the FY2019-2020 surplus to the School Textbook Fund
TO:	Text Book Fund	School Text Book Fund	$380,365.00	
FROM:	Special Projects	Conservations Funds	($2,010.02)	To Level funds for Soil & Water Conservation
	Special Projects	175th Anniversary	($3,434.96)	
	Special Projects	Jail Budget	($746.71)	
	Special Projects	Building Inspection Salary	($543.69)	
	Special Projects	F&R Computer Equipment	($155.84)	
	Special Projects	F&R Reg. Hazard	($38.00)	
	Special Projects	Elections Travel	($202.00)	
	Special Projects	Magistrate R&M	($130.02)	
	Special Projects	Magistrate Computer	($247.76)	
TO:	82000-5604	Soil & Water	$7,500.00	
FROM:	Special Projects	Enterprise Zone	($298,650.51)	Move Funds for Upcoming Reassessment
	12110-30002	Reassessment	($138,600.00)	
TO:	Special Projects	Reassessment	$298,650.51	
	Special Projects	Reassessment	$138,600.00	

Warren County Delinquent Tax Collections Monthly Report

Month: June 2021

Pond Law Group:	$5,095.05
TACS:	$11,203.93
TOTAL:	**$16,298.98**

Pond total for 2021:	$46,367.86
TACS total for 2021:	$63,411.64

Cumulative total for 2021:	**$109,779.50**

Sands Anderson				
Date	**Invoice #**	**Amount**		
2/4/2019	337902	$49,781.44		
2/28/2019	338916	$50,559.83		
4/1/2019	340092	$83,053.09		
4/29/2019	343613	$97,993.94		
5/30/2019	349027	$95,751.89		
6/24/2019	353542	$105,677.60		
7/25/2019	358087	$105,344.62		
8/15/2019	363141	$132,559.98		
9/10/2019	367746	$97,055.56		
10/7/2019	214020	$1,485.00	Halasz Reporting & Video	
10/16/2019	381643	$118,603.44		
10/31/2019	977717TE1	$117,023.95	Superior Document Services	
10/31/2019	977717TE2	$6,565.00	Superior Document Services	
11/25/2019	383016	$175,313.87		
11/30/2019	977842TE1	$11,124.92	Superior Document Services	
11/30/2019	977842TE2	$6,340.00	Superior Document Services	
12/18/2019	312341	$866.25	Planet Depos	
12/23/2019	387536	$124,817.89		
12/31/2019	977957TE1	$9,086.18	Superior Document Services	
12/31/2019	977957TE2	$6,340.00	Superior Document Services	
1/13/2020	392047	$127,679.15		
1/22/2020	315265	$2,706.17	Planet Depos	
1/31/2020	978125TE1	$9,281.19	Superior Document Services	
1/31/2020	978125TE2	$6,490.00	Superior Document Services	
2/13/2020	318900	$1,175.25	Planet Depos	
2/20/2020	369533	$158,751.64		
2/29/2020	978239TE1	$9,357.94	Superior Document Services	
2/29/2020	978239TE2	$6,490.00	Superior Document Services	
3/13/2020	401012	$136,835.52		
3/31/2020	978318T	$452.79	Superior Document Services	
3/31/2020	978318TE1	$9,102.94	Superior Document Services	
3/31/2020	978318TE2	$6,490.00	Superior Document Services	
4/14/2020	415506	$119,235.96		
4/15/2020	79425	$2,400.00	Scott Insurance	
4/30/2020	978401TE	$10,778.38	Superior Document Services	
5/14/2020	423245	$135,843.50		
5/31/2020	978486TE	$11,319.00	Superior Document Services	
6/17/2020	427726	$127,987.84		
6/30/2020	978571TE	$11,067.78	Superior Document Services	
7/16/2020	428985	$130,183.76		
7/20/2020	337536	$566.18	Planet Depos	(Received on 10/13/20)
7/31/2020	978676TE	$10,298.52	Superior Document Services	
8/7/2020	433530	$133,312.50		
8/15/2020	345192	$1,120.75	Planet Depos	
8/31/2020	978747	$9,984.77	Superior Document Services	(Received on 12/9/20)
9/18/2020	442067	$138,075.97		
9/30/2020	978847	$9,739.77	Superior Document Services	(Received on 10/27/20)
10/7/2020	356355	$397.50	Planet Depos	
10/15/2020	443408	$117,141.00		

Sands Anderson				
Date	**Invoice #**	**Amount**		
10/31/2020	978915	$9,801.20	Superior Document Services	(Received on 11/20/20)
11/17/2020	448352	$120,209.55		
11/25/2020	N/A	$10,000.00	Retainer for Experts for Mediation	
12/7/2020	CINV-011172	$5,412.68	Mediation Consultant Invoice	(Received on 3/5/21)
12/12/2020	35371	$706.00	Courier One	
12/14/2020	P0100158271	$10,166.20	KLDiscovery (formerly Superior Document Services)	
12/17/2020	453266	$113,966.75		
1/13/2021	457980	$113,124.75		
1/19/2021	CINV-011784	$15,481.96	Mediation Consultant Invoice	(Received on 3/5/21)
1/28/2021	DR40982	$3,651.37	The McCammon Group	(Received on 3/29/21)
2/2/2021	CINV-012445	$30,542.84	Mediation Consultant Invoice	(Received on 3/5/21)
2/9/2021	339456	$1,227.05	Planet Depos	
2/9/2021	339457	$641.50	Planet Depos	
2/17/2021	462742	$133,253.39		
2/23/2021	387076	$309.75	Planet Depos	(Received 3/31/21)
3/1/2021	P0100169085	$9,189.30	KLDiscovery (formerly Superior Document Services)	
3/11/2021	P0100172805	$9,114.30	KLDiscovery (formerly Superior Document Services)	
3/12/2021	467623	$130,648.00		(Received 4/15/21)
4/9/2021	P0100176976	$9,039.30	KLDiscovery (formerly Superior Document Services)	
4/15/2021	472461	$134,955.15		
4/15/2021	398691	$1,480.55	Planet Depos	(Received 5/24/21)
4/15/2021	398695	$918.75	Planet Depos	(Received 5/24/21)
4/22/2021	398718	$695.60	Planet Depos	
4/22/2021	398721	$500.00	Planet Depos	
4/22/2021	402022	$344.50	Planet Depos	
5/5/2021	401658	$739.05	Planet Depos	
5/6/2021	405174	$641.50	Planet Depos	
5/12/2021	P0100183367	$8,719.30	KLDiscovery (formerly Superior Document Services)	
5/13/2021	407073	$394.00	Planet Depos	
5/13/2021	404491	$437.50	Planet Depos	
5/13/2021	404493	$595.85	Planet Depos	
5/13/2021	477247	$127,060.37		
5/14/2021	404412	$1,873.45	Planet Depos	
5/14/2021	404406	$1,062.50	Planet Depos	
5/14/2021	405166	$790.00	Planet Depos	
6/4/2021	409309	$931.25	Planet Depos	
6/10/2021	P0100188099	$8,754.30	KLDiscovery (formerly Superior Document Services)	
6/15/2021	482033	$133,365.05		
6/16/2021	N/A	$52,000.00	Payment to MoveOn8, LLC Bankruptcy Trustee	
7/9/2021	420879	$350.00	Planet Depos	
Balance		**$4,042,704.78**		

WARREN COUNTY
REVENUE SUMMARY
7/1/2020-6/30/2021

	DESCRIPTION	BUDGET AMOUNT	APPROPRIATED AMOUNT	COLLECTED Y-T-D	BALANCE	% COLLECTED
FUND 001	*** GENERAL FUND ***					
11010	** REAL ESTATE TAXES **	31,054,932.00	31,054,932.00	27,426,681.08	3,628,250.92	88.32%
11020	** PUBLIC SVC PROPERTY TAX **	7,000,000.00	7,000,000.00	6,846,453.68	153,546.32	97.81%
11030	** PERSONAL PROPERTY TAX **	17,157,500.00	17,157,500.00	19,027,956.96	-1,870,456.96	110.90%
11040	** MACHINERY & TOOLS TAX **	1,650,000.00	1,650,000.00	2,187,243.23	-537,243.23	132.56%
11050	** MINERAL RIGHTS **	2,500.00	2,500.00	1,782.91	717.09	71.32%
11060	** PENALTIES AND INTEREST **	1,000,000.00	1,000,000.00	982,602.93	17,397.07	98.26%
12010	** LOCAL SALES & USE**	4,400,000.00	4,400,000.00	4,309,844.86	90,155.14	97.95%
12010	** COMMUNICATIONS TAX**	780,000.00	780,000.00	553,453.81	226,546.19	70.96%
12020	** UTILITY TAX **	760,000.00	760,000.00	684,709.85	75,290.15	90.09%
12030	** BUSINESS LICENSE **	875,000.00	875,000.00	1,149,077.37	-274,077.37	131.32%
12040	** RECORDATION TAXES (GRANTEE) **	605,000.00	605,000.00	859,490.28	-254,490.28	142.06%
12050	** MOTOR VEHICLE LICENSE TAX **	940,000.00	940,000.00	932,782.39	7,217.61	99.23%
12070	** RECORDATION (GRANTOR) & WILLS **	105,000.00	105,000.00	199,419.04	-94,419.04	189.92%
12080	** MEALS AND BEVERAGE TAX **	1,000,000.00	1,000,000.00	979,541.94	20,458.06	97.95%
13010	** ANIMAL LICENSE FEES **	45,000.00	45,000.00	37,586.00	7,414.00	83.52%
13030	** PERMITS & OTHER LICENSES **	756,500.00	756,500.00	693,161.02	63,338.98	91.63%
14010	** COURT FINES **	90,000.00	90,000.00	109,309.99	-19,309.99	121.46%
14020	** OTHER COURT COSTS**	0.00	0.00	722.60	-722.60	0.00%
15010	** REVENUE FROM USE OF MONEY (INT)*	460,000.00	460,000.00	101,848.38	358,151.62	22.14%
15020	** REVENUE FROM USE OF PROPERTY **	384,480.00	384,480.00	310,370.96	74,109.04	80.72%
16010	** CHARGES FOR SERVICES (SHERIFF) *	0.00	0.00	2,396.05	-2,396.05	0.00%
16020	** CHARGES FOR COMM. ATTORNEY **	4,200.00	4,200.00	3,971.48	228.52	94.56%
16050	** CHARGES FOR CORREC. & DETEN. **	70,000.00	70,000.00	68,633.98	1,366.02	98.05%
16080	** CHGS. FOR SANI. & WASTE REM. **	1,120,000.00	1,120,000.00	982,174.18	137,825.82	87.69%
16160	** SALES OF MAPS SURVEY **	15,000.00	15,000.00	9,359.39	5,640.61	0.00%
16170	** SALE OF COPIES-COMM. OF REV **	0.00	0.00	525.00	-525.00	0.00%
16180	** TREASURER SALE OF COPIES**	0.00	0.00	0.00	0.00	0.00%
16990	** OTHER CHARGES FOR SERVICES**	57,500.00	57,500.00	50,756.50	6,743.50	88.27%
18030	** REFUNDS, LOANS, MISC. FEES **	528,000.00	528,000.00	1,277,748.71	-749,748.71	242.00%
18990	** MISCELLANEOUS **	1,710,000.00	1,710,000.00	1,269,289.82	440,710.18	74.23%
19120	** SALE RECYCLABLE MATERIAL **	60,000.00	60,000.00	118,283.95	-58,283.95	197.14%
22010	** NON-CATEGORICAL AID **	206,000.00	206,000.00	30,807.72	175,192.28	14.96%
23010	** SHARED EXPENSES COMM. ATTY **	431,943.00	431,943.00	439,640.28	-7,697.28	101.78%
23020	** SHARED EXP--SHERIFF **	1,762,633.00	1,762,633.00	1,532,260.12	230,372.88	86.93%
23030	** SHARED EXP-COM. OF REVENUE **	161,915.00	161,915.00	148,541.01	13,373.99	91.74%
23040	** SHARED EXP--TREASURER **	121,748.00	121,748.00	101,702.09	20,045.91	83.53%
23060	** SHARED EXP--REGISTRAR **	40,000.00	40,000.00	47,286.00	-7,286.00	118.22%
23080	** SHARED EXP-CLERK OF COURT **	313,842.00	313,842.00	311,625.07	2,216.93	99.29%
24010	** STATE VPA/WELFARE REIMB. **	1,266,697.00	1,266,697.00	1,022,352.71	244,344.29	80.71%
24020	** CATEGORICAL AID **	1,040,442.00	1,040,442.00	902,142.09	138,299.91	86.71%
24040	** OTHER CATEGORICAL AID **	291,548.00	291,548.00	321,728.22	-30,180.22	110.35%
31010	** REVENUE FROM THE FED. GOVMT. **	1,854,485.00	4,666,472.58	4,732,976.39	-66,503.81	101.43%
33090	** CARES ACT REVENUES**	0.00	3,504,154.00	3,563,119.00	-58,965.00	0.00%
41050	** TRANSFERS FROM OTHER FUNDS **	509,700.00	1,474,920.00	1,663,481.05	-188,561.05	112.78%
130325	** WASTE PERMIT DECAL FEE**	0.00	0.00	2,800.00	-2,800.00	0.00%
312100	** LODGING TAX**	250,000.00	250,000.00	291,948.50	-41,948.50	116.78%
	TOTAL GENERAL FUND	80,881,565.00	88,162,926.58	86,289,588.59	1,873,337.99	97.88%
FUND 081	** FRONT ROYAL WARREN COUNTY AIRPORT **					
15010	INTEREST ON BANK DEPOSITS	0.00	0.00	0.00	0.00	0.00%
15020	HANGAR RENTALS	194,423.00	194,423.00	178,606.58	15,816.42	91.86%
15020-10	OTHER PROPERTY RENTALS			0.00		
18990	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00%
24040	STATE GRANTS	0.00	0.00	4,785.40	-4,785.40	
31020	FEDERAL GRANTS	0.00	0.00	4,249.57	-4,249.57	0.00%
41050	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00%
	TOTAL AIRPORT FUND	194,423.00	194,423.00	187,641.55	6,781.45	96.51%
FUND 083	** COST RECOVERY **					
16090	COST RECOVERY FEES	900,000.00	900,000.00	695,609.23	204,390.77	77.29%

WARREN COUNTY
EXPENDITURE SUMMARY
7/01/20-6/30/2021

	DESCRIPTION	BUDGET AMOUNT	APPROPRIATED AMOUNT	Y-T-D AMOUNT	BALANCE	% EXPENDED
FUND 001	GENERAL FUND					
11010	BOARD OF SUPERVISORS	1,549,632.00	1,549,632.00	2,156,950.59	(607,318.59)	139.19%
12020	COUNTY ADMINISTRATION	642,321.00	647,321.00	592,899.09	54,421.91	91.59%
12040	COUNTY ATTORNEY	303,066.00	228,161.05	152,625.89	75,535.16	66.89%
12090	COMMISSIONER OF REVENUE	711,665.00	724,455.00	693,345.24	31,109.76	95.71%
12110	REASSESSMENT	138,600.00	138,600.00	1,095.70	137,504.30	0.79%
12130	TREASURER	532,016.00	539,016.00	524,905.36	14,110.64	97.38%
12150	FINANCE AND PURCHASING	390,448.00	392,950.00	371,727.01	21,222.99	94.60%
13000	ELECTIONS	323,258.00	352,508.00	276,548.44	75,959.56	78.45%
15003	CFR-HELP AMERICA VOTE ACT	-	-	59,063.72	(59,063.72)	0.00%
21010	CIRCUIT COURT	41,991.00	41,991.00	6,503.03	35,487.97	15.49%
21020	GENERAL DISTRICT COURT	25,740.00	25,740.00	22,015.84	3,724.16	85.53%
21030	MAGISTRATES	5,839.00	5,839.00	4,535.77	1,303.23	77.68%
21050	JUVENILE AND DOMESTIC COURT	19,171.00	19,171.00	15,168.33	4,002.67	79.12%
21060	CLERK OF CIRCUIT COURT	564,125.00	573,125.00	595,464.75	(22,339.75)	103.90%
21080	LAW LIBRARY	52,690.00	52,690.00	57,569.63	(4,879.63)	109.26%
22010	COMMONWEALTH'S ATTORNEY	1,061,847.00	1,072,847.00	1,039,424.74	33,422.26	96.88%
25002	CFR2-JUDICAL ADMIN	-	10,697.86	10,697.86	-	0.00%
31020	SHERIFF'S DEPARTMENT	4,413,371.00	4,647,589.47	4,668,251.28	(20,661.81)	100.44%
31040	E-911 SYSTEM	620,357.00	620,357.00	694,318.99	(73,961.99)	111.92%
31050	SCHOOL RESOURCE	703,920.00	703,920.00	826,414.06	(122,494.06)	117.40%
32000	VOLUNTEER FIRE AND RESCUE	976,777.00	981,853.78	1,338,697.39	(356,843.61)	136.34%
33000	COURT SERVICES	978,287.00	968,287.00	929,590.55	38,696.45	96.00%
33030	PROBATION	67,369.00	67,369.00	8,633.60	58,735.40	12.82%
34010	BUILDING INSPECTIONS	617,829.00	682,537.75	720,558.01	(38,020.26)	105.57%
35001	CRF RD 1-PUBLIC SAFETY	-	864,631.00	864,631.00	-	0.00%
35002	CRF RD 2-PUBLIC SAFETY	-	2,619,588.29	2,619,588.29	-	0.00%
35010	ANIMAL CONTROL	603,148.00	603,148.00	572,716.33	30,431.67	94.95%
35030	MEDICAL EXAMINER	500.00	500.00	600.00	(100.00)	120.00%
35050	FIRE AND RESCUE DEPARTMENT	3,197,318.00	3,885,609.25	4,002,672.58	(117,063.33)	103.01%
41010	PUBLIC WORKS/SANITARY DISTRICTS	435,301.00	440,301.00	424,143.90	16,157.10	96.33%
41020	STREETS AND HIGHWAYS	206,001.00	206,001.00	8,479.80	197,521.20	4.12%
42030	REFUSE COLLECTION	758,940.00	765,440.00	744,546.36	20,893.64	97.27%
42035	REFUSE COLLECTION/TRANSFER STATION	211,462.00	214,462.00	201,044.52	13,417.48	93.74%
42040	REFUSE DISPOSAL	2,624,041.00	2,628,041.00	2,371,719.69	256,321.31	90.25%
43000	MAINTENANCE OF BLDGS. & GROUNDS	1,384,135.00	1,396,136.99	1,676,473.57	(280,336.58)	120.08%
51000	HEALTH	392,676.00	392,676.00	392,676.00	-	100.00%
52000	MENTAL HEALTH AND DISABILITY	366,886.00	366,886.00	366,886.00	-	100.00%
53000	SOCIAL SERVICES	4,400,883.00	4,400,883.00	4,016,041.28	384,841.72	91.26%
53090	OTHER SOCIAL SERVICES	121,489.00	121,489.00	118,289.00	3,200.00	97.37%
53500	COMPREHENSIVE SERVICES ACT	1,798,351.00	1,799,351.00	1,833,634.99	(34,283.99)	101.91%
55001	CRF ROUND 1-HLTH & HUM SVC	-	25,355.83	25,355.83	-	100.00%
64010	COMMUNITY COLLEGE	39,656.00	69,656.00	69,656.00	-	100.00%
65002	CARES-WCPS VIRTUAL INSTRUCTION	-	300,000.00	300,000.00	-	100.00%
71010	PARKS & REC. ADMINISTRATION	891,395.00	916,640.01	632,967.04	283,672.97	69.05%
71020	PARKS & REC. - REC. PROGRAM	72,814.00	96,853.45	19,510.03	77,343.42	20.14%
71030	PARKS & REC. - MAINTENANCE	1,604,999.00	1,630,136.75	1,428,471.23	201,665.52	87.63%
73000	LIBRARY MUSEUM CULT. ENRICH.	1,018,087.00	1,018,087.00	1,018,087.00	-	100.00%
81010	PLANNING AND ZONING ADMIN.	462,526.00	496,526.00	386,064.17	110,461.83	77.75%
81050	ECONOMIC DEVELOPMENT	2,139,472.00	2,139,472.00	302,193.78	1,837,278.22	14.12%
82000	ENVIRONMENTAL MANAGEMENT	40,500.00	40,500.00	20,500.00	20,000.00	50.62%
83000	VPI EXTENSION SERVICE	120,919.00	121,919.00	104,276.36	17,642.64	85.53%
85001	CFR ROUND 1- COM DEVELOPMENT	-	2,436,558.00	2,436,558.00	-	100.00%
85002	CRF ROUND 2- COM DEVELOPMENT	-	634,694.67	634,694.67	-	100.00%
91000	NON-DEPARTMENTAL	2,362,022.00	4,314,997.17	2,473,446.63	1,841,550.54	57.32%
92000	CAPITAL OUTLAY	15,894,521.00	16,048,408.84	19,050,704.95	(3,002,296.11)	118.71%
99010	TRANSFERS TO OTHER FUNDS	26,956,323.00	26,956,323.00	25,063,841.50	1,892,481.50	92.98%
	TOTAL GENERAL FUND	82,844,684.00	92,997,929.16	89,947,475.37	3,050,453.79	96.72%
FUND 081	FRONT ROYAL WARREN COUNTY AIRPORT	189,665.00	189,665.00	154,326.62	35,338.38	81.37%
	TOTAL FUND 81	189,665.00	189,665.00	154,326.62	35,338.38	81.37%
FUND 083	COST RECOVERY	900,000.00	900,000.00	603,601.39	296,398.61	67.07%

FUND # - 094 **ECONOMIC DEVELOPMENT AUTHORITY**

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
000020						
2315		N/P - UNITED BANK-#91006-				
	500007	UNITED BANK	91006 7/21			6,250.49
					ACCOUNT TOTAL	6,250.49 *
2325		N/P - UNITED BANK-#91008-				
	500007	UNITED BANK	91008 7/21			2,064.43
					ACCOUNT TOTAL	2,064.43 *
2335		N/P - FIRST BANK-#48682-C				
	500011	FIRST BANK	48682 7/21			8,275.82
					ACCOUNT TOTAL	8,275.82 *
2345		N/P - 1ST BK & TRUST-#215				
	500008	THE FIRST BANK & TRUST COM	67 2151580			15,234.87
					ACCOUNT TOTAL	15,234.87 *
					MAJOR TOTAL	31,825.61 **
081050		***ECONOMIC DEVELOPMENT AUTHORITY**				
3001		PROFESSIONAL FEES- LEGAL				
	500044	GREEHAN, TAVES & PANDAK, P	127879			4,094.80
	500074	TIMBERLAKE, SMITH, THOMAS	31760 7/21			500.00
					ACCOUNT TOTAL	4,594.80 *
3002		PROFESSIONAL FEES - AUDIT				
	500010	BROWN EDWARDS	1282189			18,000.00
					ACCOUNT TOTAL	18,000.00 *
5101		ELECTRIC				
	500003	RAPPAHANNOCK ELECTIRC CORP	123492001 7/21			167.91
					ACCOUNT TOTAL	167.91 *
5105		UTILITY EXPENSE - GAS				
	500080	WASHINGTON GAS	0026 7/21			20.45
					ACCOUNT TOTAL	20.45 *
5205		TECHNOLOGY CORE OPERATION				
	500016	QUEEN CONSULTING & TECHNOL	10770			653.67
					ACCOUNT TOTAL	653.67 *
5302		PROPERTY/LIABILITY INSURA				
	500019	STONEBURNER CARTER INSURAN	2703			1,478.00
	500061	GRANGE INSURANCE	2188289 7/21			4,760.00
					ACCOUNT TOTAL	6,238.00 *
5305		BANK FEES				
	500031	UNITED BANKCARD CENTER	2178 7/21			29.37
					ACCOUNT TOTAL	29.37 *
5307		PROFESSIONAL LIABILITY IN				
	500059	VIRGINIA DEPT. OF THE TREA	220000008608			391.00
					ACCOUNT TOTAL	391.00 *
5401		SUPPLIES				
	500001	HENDERSON, GRETCHEN	REIMB 7/21			90.06
	500031	UNITED BANKCARD CENTER	2178 7/21			55.33
					ACCOUNT TOTAL	145.39 *
5407		MAINTENANCE				
	500081	WOW AIR, LLC	DEPOSIT-REFUND			1,837.05
					ACCOUNT TOTAL	1,837.05 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
5800		INTEREST EXPENSE					
	500007	UNITED BANK	91006 7/21			7,771.31	
	500007	UNITED BANK	91008 7/21			1,898.20	
	500008	THE FIRST BANK & TRUST COM	218001029 7/21			20,716.88	
	500008	THE FIRST BANK & TRUST COM	67 2151580			34,546.31	
	500011	FIRST BANK	48682 7/21			9,554.99	
					ACCOUNT TOTAL	74,487.69	*
8001		COPIER LEASE					
	500021	XEROX CORP.	013616890			179.47	
					ACCOUNT TOTAL	179.47	*
					MAJOR TOTAL	106,744.80	**
					FUND TOTAL	138,570.41	
					TOTAL DUE	138,570.41	

Approved at meeting of _____ ____on_____.

Signed _____ _____ _____
Title Date

_____ _____ _____
Title Date

_____ _____ _____
Title Date

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
011010	** BOARD OF SUPERVISORS **					
3002		PROFESSIONAL SERVICES				
	105	TOWN OF FRONT ROYAL	MISC 0596			21,477.50
	5890	LITTEN & SIPE L.L.P.	17582			17,443.75
	5890	LITTEN & SIPE L.L.P.	17583			202.13
	5890	LITTEN & SIPE L.L.P.	17774			232.88
	5890	LITTEN & SIPE L.L.P.	17775			1,491.02
	6302	SWAGIT PRODUCTIONS, LLC	18031			1,345.00
	414645	DEWAYNE W COATS & ASSOC.	414645 7/21			660.00
					ACCOUNT TOTAL	42,852.28 *
3010		DELINQUENT TAXES				
	5238	TACS	7253			642.81
					ACCOUNT TOTAL	642.81 *
3015		EDA LITIGATION-SANDS ANDE				
	5672	PLANET DEPOS, LLC	409309			931.25
	9601	KLDISCOVERY ONTRACK, LLC	0100188099			8,754.30
	20211	SANDS ANDERSON PC	482033			133,365.05
					ACCOUNT TOTAL	143,050.60 *
5801		DUES AND MEMBERSHIPS				
	550	VA. ASSOC. OF COUNTIES	0605812			8,387.00
	22092	UNIVERSITY OF VA - VIG	48661			1,500.00
					ACCOUNT TOTAL	9,887.00 *
5899		UNCLASSIFIED				
	3274	COMMONWEALTH OF VA	A1914 7/21			75.00
	3274	COMMONWEALTH OF VA	A1914 7/21 B			90.00
					ACCOUNT TOTAL	165.00 *
6002		EMPLOYEE TESTING				
	757978	VALLEY HEALTH EMPLOYER HEA	104567			20.00
	757978	VALLEY HEALTH EMPLOYER HEA	105101			278.00
	757978	VALLEY HEALTH EMPLOYER HEA	105565			1,390.00
	757978	VALLEY HEALTH EMPLOYER HEA	105734			100.00
					ACCOUNT TOTAL	1,788.00 *
					MAJOR TOTAL	198,385.69 **
012020	** COUNTY ADMINISTRATION **					
5201		POSTAGE				
	2221	UNITED PARCEL SERVICE	14472F221			15.98
					ACCOUNT TOTAL	15.98 *
5203		TELEPHONE				
	2681	SAFFELLE, JODI R	0026202107			45.00
	9089	HAYES, SHELLEY	0090202107 002			45.00
					ACCOUNT TOTAL	90.00 *
5204		MOBILE RADIO				
	188	LINDEN SMR ASSOCIATES	0001202107			10.00
					ACCOUNT TOTAL	10.00 *
5401		OFFICE SUPPLIES				
	20055	QUILL	17171853			9.38
					ACCOUNT TOTAL	9.38 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
8001		EQUIPMENT RENTAL				
	6203	U. S. BANK EQUIPMENT FINANC	443438247			292.38
					ACCOUNT TOTAL	292.38 *
					MAJOR TOTAL	417.74 **
012040	** COUNTY ATTORNEY **					
5203		TELEPHONE				
	5879	JORDAN, CAITLIN	0058202107 002			45.00
					ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES				
	20055	QUILL	17041041			21.49
	20055	QUILL	17041332			15.99
	20055	QUILL	17041374			31.99
	20055	QUILL	17051066			559.19
	20055	QUILL	17051957			41.99
					ACCOUNT TOTAL	670.65 *
5411		BOOKS AND SUBSCRIPTIONS				
	2098	THOMSON REUTER - WEST	0020202107	ACCT# 1003461562		310.00
					ACCOUNT TOTAL	310.00 *
5801		DUES AND MEMBERSHIPS				
	7861	TREAS. OF VIRGINIA	JORDON 7/21			305.00
					ACCOUNT TOTAL	305.00 *
					MAJOR TOTAL	1,330.65 **
012090	** COMMISSIONER OF REVENUE **					
5203		TELEPHONE				
	2195	LAKE, VIVIAN	0021202107			45.00
	3800	SOURS, SHERRY T.	0038202107			45.00
	3851	FULLER, LINDA	0038202107			45.00
					ACCOUNT TOTAL	135.00 *
5401		OFFICE SUPPLIES				
	20061	QUILL	17233651			205.99
					ACCOUNT TOTAL	205.99 *
5411		BOOKS AND SUBSCRIPTIONS				
	286	COMMERCIAL PRESS, INC.	133983			43.75
					ACCOUNT TOTAL	43.75 *
					MAJOR TOTAL	384.74 **
012130	** TREASURER **					
3018		OUTSOURCE PRINTING				
	20904	BMS DIRECT, INC.	150081			289.02
	20904	BMS DIRECT, INC.	150082			838.66
					ACCOUNT TOTAL	1,127.68 *
5203		TELEPHONE				
	7601	SPIKER, JAMIE	0076202107 002			45.00
					ACCOUNT TOTAL	45.00 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5401		OFFICE SUPPLIES				
	4857	VA. EMPLOYMENT COMMISSION	CR 21 PPD 0163			1,300.00
	20062	QUILL	17140515			896.88
					ACCOUNT TOTAL	2,196.88 *
5801		DUES AND MEMBERSHIPS				
	20361	TREASURER'S ASSOC. OF VA.	SPIKER 7/21			350.00
					ACCOUNT TOTAL	350.00 *
					MAJOR TOTAL	3,719.56 **
012150	** FINANCE AND PURCHASING **					
5401		OFFICE SUPPLIES				
	8549	MILLER'S SUPPLIES	1163482			253.97
					ACCOUNT TOTAL	253.97 *
8001		EQUIPMENT RENTAL				
	8846	PITNEY BOWES	0088202107 002	0012872291		1,900.56
					ACCOUNT TOTAL	1,900.56 *
					MAJOR TOTAL	2,154.53 **
013000	** ELECTIONS **					
1001		COMPENSATION REGISTRAR				
	6351	HOWARD, WILLIAM	ELECTION 7/21			160.00
					ACCOUNT TOTAL	160.00 *
1010		COMPENSATION ELECTION OFF				
	322	MCDONALD, CONNIE	ELECTION 7/21			220.00
	359	RUDACILLE, CYNTHIA	ELECTION 7/21			220.00
	631	RICKS, MELISSA	ELECTION 7/21			160.00
	879	SEAL, VICKIE W.	ELECTION 7/21			180.00
	2013	FELDHAUSER, BONNIE S.	ELECTION 7/21			145.00
	2716	MYERS, DWIGHT	ELECTION 7/21			200.00
	4167	TIMBERS, VIDA V	ELECTION 7/21			35.00
	4290	SEAL, TANCY B	ELECTION 7/21			160.00
	4291	MARTIN, JAMES K.	ELECTION 7/21			220.00
	4939	KILBY, JANICE	ELECTION 7/21			160.00
	5173	QUINN, SIDNEY	ELECTION 7/21			125.00
	5176	PARK, SUZANNE	ELECTION 7/21			220.00
	5454	BLANTON, DAVID C.	ELECTION 7/21			160.00
	5635	HARSHMAN, JANET	ELECTION 7/21			215.00
	5637	EMERSON, KENNETH	ELECTION 7/21			160.00
	5638	LUMB, CAROLYN	ELECTION 7/21			160.00
	5643	MICHAELY, RICHARD	ELECTION 7/21			235.00
	5644	ROQUET, VANESSA	ELECTION 7/21			160.00
	5646	JENKINS, ELIZABETH	ELECTION 7/21			160.00
	5750	SIGURDSON, TERRI GAYLE	ELECTION 7/21			255.00
	5752	STANLEY, JEAN M.	ELECTION 7/21			160.00
	5809	HART, MICHAEL	ELECTION 7/21			215.00
	5936	ANDRIANIFAHANANA, GRAZIELL	ELECTION 7/21			35.00
	5937	BUTLER, DAVID E.	ELECTION 7/21			160.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	5938	CARTER, ANTHONY W.	ELECTION 7/21			160.00
	5939	DEMARCUS, DIANE M.	ELECTION 7/21			160.00
	5940	WINANT, DAVID M.	ELECTION 7/21			160.00
	5941	ARNOLD, DONALD J.	ELECTION 7/21			160.00
	6006	SMELSER, LORRAINE P	ELECTION 7/21			180.00
	6173	BIGGS, BRYON T.	ELECTION 7/21			160.00
	6184	GOARD, ALAN	ELECTION 7/21			255.00
	6184	GOARD, ALAN	ELECTION 7/21			20.00
	6186	CHRISTOPHER, PATRICIA	ELECTION 7/21			160.00
	6236	NEWMAN, VICTORIA	ELECTION 7/21			200.00
	6241	BROWN, VIRGINIA	ELECTION 7/21			160.00
	6244	LEADBETTER, STACEY	ELECTION 7/21			125.00
	6313	EDWARDS, ERIN	ELECTION 7/21			215.00
	6350	HOWARD, SHARON	ELECTION 7/21			35.00
	6352	BREEDEN, JENNIFER	ELECTION 7/21			160.00
	6356	ROBINSON, SHANNON	ELECTION 7/21			125.00
	6357	WILLIAMS, DALE	ELECTION 7/21			160.00
	6359	WALLER, WHITNEY	ELECTION 7/21			160.00
	6365	HATFIELD, STEPHANIE	ELECTION 7/21			35.00
	7812	THOMAS, DIERDRE	ELECTION 7/21			160.00
	7934	BENNER, MARTHA	ELECTION 7/21			160.00
	7936	CONNOR, KEVIN	ELECTION 7/21			125.00
	8210	TOLER DANE	ELECTION 7/21			335.00
	8521	PARK, DANIEL	ELECTION 7/21			160.00
	8724	MEDVED, ADELE A.	ELECTION 7/21			160.00
	8799	BENDER, LINDA	ELECTION 7/21			220.00
	8930	FRETWELL, STEPHANIE	ELECTION 7/21			35.00
	9163	REISINGER, MATTHEW	ELECTION 7/21			255.00
	10025	KENNER, JOYCE	ELECTION 7/21			160.00
	20208	BIGGS, LAURA	ELECTION 7/21			100.00
	20459	JAQUES, DENA	ELECTION 7/21			255.00
	20465	PATTON, JEAN	ELECTION 7/21			160.00
	20470	WHITE, BRUCE	ELECTION 7/21			160.00
	20477	SUMMERS, GISELE	ELECTION 7/21			235.00
	20838	ECTON, BARBARA D.	ELECTION 7/21			220.00
					ACCOUNT TOTAL	9,810.00 *
3002		PROGRAM VOTING MACHINES				
	5185	HILLAERT, MICHELLE	ELECTION 7/21			350.00
	8015	MOMENI, MAZIAR	ELECTION 7/21			1,150.00
	10127	ELECTION SERVICES ONLINE	2285			2,382.00
					ACCOUNT TOTAL	3,882.00 *
3004		EQUIPMENT MAINTENANCE				
	10127	ELECTION SERVICES ONLINE	2293			865.00
					ACCOUNT TOTAL	865.00 *
5201		POSTAGE				
	8846	PITNEY BOWES	3313643315			897.57
	10127	ELECTION SERVICES ONLINE	2285			263.60
					ACCOUNT TOTAL	1,161.17 *
5203		TELEPHONE				
	322	MCDONALD, CONNIE	ELECTION 7/21			20.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	359	RUDACILLE, CYNTHIA	ELECTION 7/21			20.00
	2605	CENTURYLINK	478686816 7/21			262.37
	5176	PARK, SUZANNE	ELECTION 7/21			20.00
	5750	SIGURDSON, TERRI GAYLE	ELECTION 7/21			20.00
	6247	POPIK, DIANNE	ELECTION 7/21			200.00
	8210	TOLER DANE	ELECTION 7/21			20.00
	8799	BENDER, LINDA	ELECTION 7/21			20.00
	9163	REISINGER, MATTHEW	ELECTION 7/21			20.00
	20459	JAQUES, DENA	ELECTION 7/21			20.00
	20838	ECTON, BARBARA D.	ELECTION 7/21			20.00
					ACCOUNT TOTAL	642.37 *
5401		OFFICE SUPPLIES				
	5016	TRUE SHRED	128604			55.00
					ACCOUNT TOTAL	55.00 *
5402		BALLOTS				
	10127	ELECTION SERVICES ONLINE	2285			3,948.20
					ACCOUNT TOTAL	3,948.20 *
5504		TRAVEL				
	2302	TOBIN, CAROL L.	MILEAGE 7/21			117.51
	2302	TOBIN, CAROL L.	REIMB 7/21			362.12
	6164	HILL, ROBERT J.	MILEAGE 7/21			73.92
					ACCOUNT TOTAL	553.55 *
8002		RENTAL VOTING PLACES				
	2929	SOUTH WARREN FIRE DEPT	ELECTION 7/21			25.00
	4820	LINDEN VFD	ELECTION 7/21			25.00
	4870	FRONT ROYAL FIRE DEPT.	ELECTION 7/21			25.00
	4871	NORTH WARREN FIRE DEPT.	ELECTION 7/21			25.00
	20436	BROWNTOWN BAPTIST CHURCH	ELECTION 7/21			25.00
					ACCOUNT TOTAL	125.00 *
					MAJOR TOTAL	21,202.29 **
021030	** MAGISTRATES **					
3004		REPAIR AND MAINTENANCE EQ				
	5058	RICOH USA INC.	0050202107 002			128.78
					ACCOUNT TOTAL	128.78 *
5203		TELEPHONE				
	5058	RICOH USA INC.	5062198497			13.40
					ACCOUNT TOTAL	13.40 *
5401		OFFICE SUPPLIES				
	1673	THE SUPPLY ROOM CO., INC.	4320758 0			36.79
					ACCOUNT TOTAL	36.79 *
					MAJOR TOTAL	178.97 **
021050	** JUVENILE AND DOMESTIC COURT **					
8001		EQUIPMENT RENTAL				
	2804	DE LAGE LANDEN	0028202107	25337125		1,254.88
					ACCOUNT TOTAL	1,254.88 *
					MAJOR TOTAL	1,254.88 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
021060	** CLERK OF CIRCUIT COURT **					
5201		POSTAGE				
	4296	RESERVE ACCOUNT	POSTAGE 7/21			1,200.00
					ACCOUNT TOTAL	1,200.00 *
5401		OFFICE SUPPLIES				
	5772	MOORE, ANGELA	REIMB 7/21			13.37
	9218	CRYSTAL SPRINGS	20732804 052921			56.97
					ACCOUNT TOTAL	70.34 *
7001		MACHINERY AND EQUIPMENT				
	9275	QUILL	17172085			279.99
					ACCOUNT TOTAL	279.99 *
7007		COMPUTER EQUIPMENT				
	861	TREASURER OF VIRGINIA	21 WARPC 1371			200.00
					ACCOUNT TOTAL	200.00 *
8001		RENTAL OF COPIER				
	110	KONICA MINOLTA PREMIER FIN	72844851			482.58
	110	KONICA MINOLTA PREMIER FIN	72919315			353.25
	3787	XEROX CORPORATION	013616891			68.90
					ACCOUNT TOTAL	904.73 *
					MAJOR TOTAL	2,655.06 **
021080	** LAW LIBRARY **					
5411		BOOKS AND SUBSCRIPTIONS				
	855	MATTHEW BENDER & CO., INC	25586130			129.43
	855	MATTHEW BENDER & CO., INC	25717766			122.43
	1054	RELX INC.- DBA LEXISNEXIS	0010202107	422L8P4L9		765.00
					ACCOUNT TOTAL	1,016.86 *
					MAJOR TOTAL	1,016.86 **
022010	** COMMONWEALTH'S ATTORNEY **					
5401		OFFICE SUPPLIES				
	2360	COMCAST	8400 7/21			257.87
					ACCOUNT TOTAL	257.87 *
					MAJOR TOTAL	257.87 **
031020	** SHERIFF'S DEPARTMENT **					
5203		TELEPHONE				
	935	MCI COMM SERVICE	2DG20748 7/21			34.95
	935	MCI COMM SERVICE	2DG20749 7/21			34.95
	935	MCI COMM SERVICE	2DG20750 7/21			34.95
					ACCOUNT TOTAL	104.85 *
5401		OFFICE SUPPLIES				
	50	QUILL	17172005			56.95
					ACCOUNT TOTAL	56.95 *
5408		OPERATION OF MOTOR VEHICL				
	9143	JOHN DEERE FINANCIAL	4884 7/21			8.99
					ACCOUNT TOTAL	8.99 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5409		POLICE SUPPLIES AND AMMUN				
	7605	GALLS, LLC	018506422			391.33
					ACCOUNT TOTAL	391.33 *
5410		WEARING APPAREL				
	2675	SIGNET MARKETING	55001			369.75
	7605	GALLS, LLC	018525987			129.78
	7605	GALLS, LLC	018561012			92.40
	7605	GALLS, LLC	018592633			232.56
	7605	GALLS, LLC	018593770			64.68
					ACCOUNT TOTAL	889.17 *
5420		K-9 EXPENSE				
	9143	JOHN DEERE FINANCIAL	4884 7/21 B			28.98
	9143	JOHN DEERE FINANCIAL	7307			9.49
					ACCOUNT TOTAL	38.47 *
5899		UNCLASSIFIED				
	5130	BERKELEY CLUB BEVERAGES	17 44021			74.00
					ACCOUNT TOTAL	74.00 *
7009		POLICE EQUIPMENT				
	7605	GALLS, LLC	018560993			283.77
					ACCOUNT TOTAL	283.77 *
8001		RENTAL OF EQUIPMENT				
	3787	XEROX CORPORATION	013464469			204.55
	3787	XEROX CORPORATION	013464471			194.74
	3787	XEROX CORPORATION	013464472			222.57
	3787	XEROX CORPORATION	013464473			230.02
					ACCOUNT TOTAL	851.88 *
					MAJOR TOTAL	2,699.41 **
031040	** E-911 SYSTEM **					
5203		TELEPHONE				
	5250	WOODALL, ASHLEY	0052202107 002			45.00
					ACCOUNT TOTAL	45.00 *
8001		EQUIPMENT RENTAL				
	3787	XEROX CORPORATION	013464470			211.31
					ACCOUNT TOTAL	211.31 *
					MAJOR TOTAL	256.31 **
032000	** VOLUNTEER FIRE AND RESCUE **					
5627		FIRE & RESCUE-CONTINGENCY				
	2360	COMCAST	7255 7/21			109.32
					ACCOUNT TOTAL	109.32 *
5629		FIRE PROGRAMS FUND				
	105	TOWN OF FRONT ROYAL	166125 7/21			19.84
	5616	BEST EXTERMINATING SERVICE	58109			45.00
					ACCOUNT TOTAL	64.84 *
					MAJOR TOTAL	174.16 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
033030	** PROBATION **					
5301		PROBATION EXPENDITURES				
	2103	FAMILY PRESERVATION SERV.	0205202112645 B			1,691.00
	5766	CONNECTED COMMUNITIES. INC	1512			1,350.00
	5904	BI, INC.	1254091			347.20
	6254	3RD MILLENNIUM CLASSROOMS	WARCSU 0521			60.00
					ACCOUNT TOTAL	3,448.20 *
					MAJOR TOTAL	3,448.20 **
034010	** BUILDING INSPECTIONS **					
3002		COMPUTER PROGRAM MODIFICA				
	3271	SOUTHERN COMPUTER WAREHOUS	694573			1,658.40
	7504	TYLER TECHNOLOGIES, INC	025 336976			318.00
					ACCOUNT TOTAL	1,976.40 *
5205		CELLULAR PHONE				
	5558	BEAHM, DAVID	0055202107 002			45.00
	9524	ROBINSON, MARK	0095202107 002			45.00
					ACCOUNT TOTAL	90.00 *
					MAJOR TOTAL	2,066.40 **
035010	** ANIMAL CONTROL **					
3001		VET SERVICES				
	243	W.C. VETERINARY CLINIC	685381			511.36
	243	W.C. VETERINARY CLINIC	686265			579.12
					ACCOUNT TOTAL	1,090.48 *
5604		BOARD OF DOGS				
	177	HUMANE SOCIETY OF W.C.	0001202107			26,656.75
					ACCOUNT TOTAL	26,656.75 *
					MAJOR TOTAL	27,747.23 **
035030	** MEDICAL EXAMINER **					
3009		EXAMINATION FEES				
	8745	TREASURER OF VIRGINIA	DAC 7/21			20.00
					ACCOUNT TOTAL	20.00 *
					MAJOR TOTAL	20.00 **
035050	** FIRE AND RESCUE DEPARTMENT **					
5203		TELEPHONE				
	3827	CATLETT, KEVIN	0038202107			45.00
	9048	MAIATICO, GERRY R.	0090202107 002			45.00
					ACCOUNT TOTAL	90.00 *
5401		OFFICE SUPPLIES				
	9122	TIAA COMMERCIAL FINANCE	0091202107 002	41387720		411.52
	20060	QUILL	1389004			28.99-

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	20060	QUILL	17203687			307.94
					ACCOUNT TOTAL	690.47 *
5410		PROTECTIVE CLOTHING/ UNIFO				
	2675	SIGNET MARKETING	55298			1,060.00
	8548	MES DEPOSITORY ACCOUNT	1558098			376.40
	9233	THE HIDE OUT/ ROYCESHIELDS	52021			610.00
	9233	THE HIDE OUT/ ROYCESHIELDS	52821			14.00
					ACCOUNT TOTAL	2,060.40 *
5626		EMS FUND				
	452	LORD FAIRFAX EMS COUNCIL	14786			14.00
	5858	BOUND TREE MEDICAL LLC	84077543			104.04
	5858	BOUND TREE MEDICAL LLC	84081034			930.25
	5858	BOUND TREE MEDICAL LLC	84098404			270.99
					ACCOUNT TOTAL	1,319.28 *
5899		UNCLASSIFIED				
	5130	BERKELEY CLUB BEVERAGES	17 44022			38.85
	5130	BERKELEY CLUB BEVERAGES	17 44023			6.95
	7513	AHOLD FINANCIAL SERVICES	104497			14.32
					ACCOUNT TOTAL	60.12 *
7007		COMPUTER EQUIPMENT				
	4815	BURROWS, ZACK	REIMB 7/21			55.81
					ACCOUNT TOTAL	55.81 *
					MAJOR TOTAL	4,276.08 **
041010	** PUBLIC WORKS/ SANITARY DISTRICTS **					
5203		TELEPHONE				
	4919	BERRY, MIKE	0049202107			45.00
	9267	JONES, TRAVIS	0092202107	002		45.00
	9611	COFFELT, MICHAEL	0096202107	002		45.00
					ACCOUNT TOTAL	135.00 *
5408		EQUIPMENT MAINTENANCE/ OPE				
	188	LINDEN SMR ASSOCIATES	0001202107			100.00
	548	SHERWIN-WILLIAMS	3135 9			2.71
	1666	NAPA AUTO PARTS	796215			28.44
	5305	WARREN CO. PUBLIC SCHOOLS	29566			821.77
	5305	WARREN CO. PUBLIC SCHOOLS	29573			225.63
	9196	JOHN DEERE FINANCIAL	2472			19.98
	9196	JOHN DEERE FINANCIAL	9812			333.89
					ACCOUNT TOTAL	1,532.42 *
5451		FUEL				
	2125	H. N. FUNKHOUSER & CO.	87441 7/21			410.23
	2125	H. N. FUNKHOUSER & CO.	87441 7/21 B			440.56
					ACCOUNT TOTAL	850.79 *
					MAJOR TOTAL	2,518.21 **
041020	** STREETS AND HIGHWAYS **					
3004		ROAD SIGN MAINTENANCE				
	528	SHANNON-BAUM, INC.	0229936			3,015.00
					ACCOUNT TOTAL	3,015.00 *
					MAJOR TOTAL	3,015.00 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
042030	** REFUSE COLLECTION **					
3005		COMPACTOR OPERATION CONTR				
	8556	SHREE MAHALAKSHMI LLC	0085202107 002			250.00
					ACCOUNT TOTAL	250.00 *
5101		ELECTRIC SERVICE				
	30002	RAPPAHANNOCK ELECTRIC CO.	51309018 7/21			106.57
					ACCOUNT TOTAL	106.57 *
5410		UNIFORMS				
	3243	CINTAS CORPORATION	4083879540			55.39
	3243	CINTAS CORPORATION	4084535976			55.39
	3243	CINTAS CORPORATION	4085279202			55.39
					ACCOUNT TOTAL	166.17 *
8003		RENTAL OF SITES				
	8556	SHREE MAHALAKSHMI LLC	0085202107 002			250.00
					ACCOUNT TOTAL	250.00 *
					MAJOR TOTAL	772.74 **
042035	** REFUSE COLLECTION/TRANS. STA. **					
3012		RECYCLING EXPENSES				
	6152	VALICOR ENVIRONMENTAL SERV	114865			446.18
	6152	VALICOR ENVIRONMENTAL SERV	115742			480.00
					ACCOUNT TOTAL	926.18 *
					MAJOR TOTAL	926.18 **
042040	** REFUSE DISPOSAL **					
3002		ENGINEERING SERVICES				
	400	LABELLA ASSOCIATES	136792			17,296.67
	400	LABELLA ASSOCIATES	138031			8,542.78
	400	LABELLA ASSOCIATES	141789			9,639.10
					ACCOUNT TOTAL	35,478.55 *
3016		TIRE DISPOSAL				
	20100	TREASURER, FREDERICK CO.	2853 6 7/21			424.56
					ACCOUNT TOTAL	424.56 *
5203		TELEPHONE				
	2605	CENTURYLINK	309548447 7/21			274.86
	4812	LENTZ, JAMES	0048202107			45.00
					ACCOUNT TOTAL	319.86 *
5401		OFFICE SUPPLIES				
	20055	QUILL	16987856			314.97
	20055	QUILL	17230029			10.59
	20055	QUILL	17234477			128.91
	20055	QUILL	17285923			11.81
	20055	QUILL	17363760			98.91
					ACCOUNT TOTAL	565.19 *
5407		LANDFILL MAINTENANCE/STON				
	1724	SHARE CORP.	169555			1,138.53
					ACCOUNT TOTAL	1,138.53 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
5410		UNIFORMS				
	5214	GALETON	2607609			170.93
					ACCOUNT TOTAL	170.93 *
5415		OPERATION OF MACHINERY				
	788	SHENK'S RUSCO WINDOW CO	169688			56.37
	1666	NAPA AUTO PARTS	794298			3.54
	3952	WINCHESTER EQUIPMENT CO.	19487			213.97
	9269	JAMES RIVER EQUIPMENT	45005			233.55
	9269	JAMES RIVER EQUIPMENT	45153			35.98
					ACCOUNT TOTAL	543.41 *
5899		UNCLASSIFIED				
	9218	CRYSTAL SPRINGS	16375631 061521			60.23
					ACCOUNT TOTAL	60.23 *
7001		MACHINERY AND EQUIPMENT				
	5784	DEERE CREDIT, INC	0057202107 002			3,762.34
					ACCOUNT TOTAL	3,762.34 *
					MAJOR TOTAL	42,463.60 **
043000	**	MAINTENANCE OF BLDG. & GRNDS. **				
5101		ELECTRIC SERVICE				
	105	TOWN OF FRONT ROYAL	179112 7/21			7,588.24
	105	TOWN OF FRONT ROYAL	334000 7/21			94.58
	105	TOWN OF FRONT ROYAL	548000 7/21			83.38
	105	TOWN OF FRONT ROYAL	560100 7/21			21.77
	105	TOWN OF FRONT ROYAL	561000 7/21			154.36
	105	TOWN OF FRONT ROYAL	562000 7/21			68.93
	105	TOWN OF FRONT ROYAL	563000 7/21			68.72
	105	TOWN OF FRONT ROYAL	565000 7/21			47.45
	105	TOWN OF FRONT ROYAL	581001 7/21			3,628.01
	105	TOWN OF FRONT ROYAL	708000 7/21			4,687.71
	30002	RAPPAHANNOCK ELECTRIC CO.	11244008 7/21			47.71
	30002	RAPPAHANNOCK ELECTRIC CO.	51309022 7/21			33.31
					ACCOUNT TOTAL	16,524.17 *
5102		FUEL				
	4738	QUARLES ENERGY SERVICES	746428			321.73
	4739	QUARLES ENERGY SERVICES	734211			485.80
					ACCOUNT TOTAL	807.53 *
5103		WATER SEWER GARBAGE				
	105	TOWN OF FRONT ROYAL	179111 7/21			1,280.17
	105	TOWN OF FRONT ROYAL	334000 7/21			28.95
	105	TOWN OF FRONT ROYAL	548000 7/21			75.50
	105	TOWN OF FRONT ROYAL	549000 7/21			26.66
	105	TOWN OF FRONT ROYAL	559000 7/21			26.66
	105	TOWN OF FRONT ROYAL	560000 7/21			58.73
	105	TOWN OF FRONT ROYAL	560100 7/21			14.10
	105	TOWN OF FRONT ROYAL	565000 7/21			40.76
	105	TOWN OF FRONT ROYAL	581001 7/21			577.49
	105	TOWN OF FRONT ROYAL	583000 7/21			109.14

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	105	TOWN OF FRONT ROYAL	708000 7/21			240.05
	898	REPUBLIC SERVICES #976	523844 0020363			171.57
	898	REPUBLIC SERVICES #976	524100 0022098			193.75
					ACCOUNT TOTAL	2,843.53 *
5203		TELEPHONE				
	2605	CENTURYLINK	310414365 7/21			360.88
	3172	SPRINT	8810 7/21			111.74
	5379	KERNS, JAMES W	0053202107 002			45.00
	8013	HAYES, JEFFREY	0080202107 002			30.00
	8803	SHACKELFORD, DONNA	0088202107 002			45.00
					ACCOUNT TOTAL	592.62 *
5401		OFFICE SUPPLIES				
	8549	MILLER'S SUPPLIES	1157835			17.52
	8549	MILLER'S SUPPLIES	1157922			13.54
	8549	MILLER'S SUPPLIES	1158099			31.24
	8549	MILLER'S SUPPLIES	1158930			1.40
	8549	MILLER'S SUPPLIES	1159244			96.60
	8549	MILLER'S SUPPLIES	1160047			226.36
	8549	MILLER'S SUPPLIES	1160125			1.40
	8549	MILLER'S SUPPLIES	1160321			7.59
	8549	MILLER'S SUPPLIES	1160329			4.67
	8549	MILLER'S SUPPLIES	1160925			16.99
	8549	MILLER'S SUPPLIES	1161057			100.38
					ACCOUNT TOTAL	517.69 *
5405		SUPPLIES				
	2675	SIGNET MARKETING	55245			1,204.94
	4746	VAC-SHACK	802491			59.95
	8549	MILLER'S SUPPLIES	1157922			857.39
	8549	MILLER'S SUPPLIES	1158099			89.85
	8549	MILLER'S SUPPLIES	1159269			477.33
	8549	MILLER'S SUPPLIES	1159276			1,285.00
	8549	MILLER'S SUPPLIES	1161057			578.88
	8549	MILLER'S SUPPLIES	1161599			31.68
	9196	JOHN DEERE FINANCIAL	5094			289.99
					ACCOUNT TOTAL	4,875.01 *
5407		REPAIRS AND MAINTENANCE				
	548	SHERWIN-WILLIAMS	1641 8			31.62
	548	SHERWIN-WILLIAMS	1711 9			26.09
	548	SHERWIN-WILLIAMS	2547 6			239.43
	548	SHERWIN-WILLIAMS	2580 7			230.50
	958	BEST EXTERMINATING SERV.	57570			35.00
	958	BEST EXTERMINATING SERV.	57571			35.00
	2568	UNIFIRST CORPORATION	1368856			166.29
	2568	UNIFIRST CORPORATION	1370074			153.72
	2568	UNIFIRST CORPORATION	1371260			153.72
	2568	UNIFIRST CORPORATION	1372453			153.72
	3278	DODSON PEST CONTROL	0032202107	923503		35.00
	4428	DUNCAN LLC.	3479			1,175.00
	4979	NORVAC LOCK TECHNOLOGY	129476			133.50

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	5156	UNIFIRST CORP.	1370131			276.06
	6136	SHALLOW CREEK ELECTRICAL S	5055			198.96
	6136	SHALLOW CREEK ELECTRICAL S	5057			105.00
	6136	SHALLOW CREEK ELECTRICAL S	5080			521.35
	6233	UNIFIRST CORP.	1370311			102.66
	6233	UNIFIRST CORP.	1372686			62.66
	8022	REXEL	130975815001			129.25
	8022	REXEL	130975815002			103.48
	8022	REXEL	130984293001			43.87
	8022	REXEL	130984293002			219.35
	8022	REXEL	131019401001			275.68
	9196	JOHN DEERE FINANCIAL	1620			125.00
	9241	BEST EXTERMINATING SERV.	53434			45.00
	9617	ORACLE ELEVATOR HOLDCO, IN	053959			145.00
	20445	UNIFIRST CORPORATION	1370075			197.59
	20445	UNIFIRST CORPORATION	1372454			197.59
	414645	DEWAYNE W COATS & ASSOC.	2021 1233			600.00
					ACCOUNT TOTAL	5,917.09 *
5408		OPERATION OF MOTOR VEHICL				
	5305	WARREN CO. PUBLIC SCHOOLS	29644			454.81
					ACCOUNT TOTAL	454.81 *
5897		COVID-19 EXPENSES				
	8549	MILLER'S SUPPLIES	1157507			714.00
	8588	BERKELEY GLASS	83384			6,339.13
					ACCOUNT TOTAL	7,053.13 *
7010		BUILDING IMPROVEMENTS				
	8831	FREDERICK ANDREAE	8831 7/21 A			70.00
					ACCOUNT TOTAL	70.00 *
7012		ROOF REPLACEMENT YOUTH CE				
	9033	UNITED ROOFING CONTRACTOR	6102101			520.00
	9033	UNITED ROOFING CONTRACTOR	6242102			640.00
					ACCOUNT TOTAL	1,160.00 *
7014		FIRE PROTECTION				
	3174	JOHNSON CONTROLS FIRE	87872444			505.00
	5717	PATRIOT FIRE & SECURITY	16386			135.00
	5717	PATRIOT FIRE & SECURITY	16387			135.00
	5717	PATRIOT FIRE & SECURITY	16456			135.00
	5717	PATRIOT FIRE & SECURITY	16457			135.00
					ACCOUNT TOTAL	1,045.00 *
					MAJOR TOTAL	41,860.58 **
053500	**	CHILDREN'S SERVICES ACT **				
5301		CHILDREN'S SERVICES ACT				
	2103	FAMILY PRESERVATION SERV.	0608202113139			2,759.00
	2368	GRAFTON SCHOOL, INC.	20210511175			5,685.00
	2368	GRAFTON SCHOOL, INC.	2021054567925			5,685.00
	2368	GRAFTON SCHOOL, INC.	2021056737			8,780.00
	2431	CHILD CARE & LEARNING CTR	7478			969.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	2618	NORTHWESTERN COMMUNITY	112			7,000.00
	2702	UNITED METHODIST FAMILY	105193 1			4,348.80
	2702	UNITED METHODIST FAMILY	105284 1			4,598.60
	2702	UNITED METHODIST FAMILY	105284 10			5,389.20
	2702	UNITED METHODIST FAMILY	105284 11			6,408.80
	2702	UNITED METHODIST FAMILY	105284 12			4,598.60
	2702	UNITED METHODIST FAMILY	105284 13			6,408.80
	2702	UNITED METHODIST FAMILY	105284 14			1,562.02
	2702	UNITED METHODIST FAMILY	105284 15			58.79
	2702	UNITED METHODIST FAMILY	105284 16			4,598.60
	2702	UNITED METHODIST FAMILY	105284 2			2,454.60
	2702	UNITED METHODIST FAMILY	105284 3			5,389.20
	2702	UNITED METHODIST FAMILY	105284 4			323.32
	2702	UNITED METHODIST FAMILY	105284 5			1,785.16
	2702	UNITED METHODIST FAMILY	105284 6			5,389.20
	2702	UNITED METHODIST FAMILY	105284 7			29.39
	2702	UNITED METHODIST FAMILY	105284 9			2,008.31
	3194	VA. HOME FOR BOYS & GIRLS	7576			1,080.00
	3194	VA. HOME FOR BOYS & GIRLS	7578			5,404.00
	3194	VA. HOME FOR BOYS & GIRLS	7579			2,016.00
	3194	VA. HOME FOR BOYS & GIRLS	7782			5,983.00
	3194	VA. HOME FOR BOYS & GIRLS	7783			2,232.00
	3413	BLUE RIDGE EDUCATIONAL CN	405			21,311.00
	5704	DEPAUL COMMUNITY RESOURCE	0024109			49.83
	5704	DEPAUL COMMUNITY RESOURCE	0283785			6,168.00
	5704	DEPAUL COMMUNITY RESOURCE	0284745			1,064.50
	6310	APTS	2057767			7,075.60
	7823	FIRST HOME CARE	7401 032101			3,472.00
	7823	FIRST HOME CARE	7401 042101			3,360.00
	7823	FIRST HOME CARE	7401 05101			3,472.00
	7823	FIRST HOME CARE	9239 032101			3,472.00
	7823	FIRST HOME CARE	9239 052101			3,472.00
	7823	FIRST HOME CARE	9269 042101			3,360.00
	9607	IMPACT LIVING SERVICES	11747 032101			5,561.00
	9607	IMPACT LIVING SERVICES	11747 052101			5,561.00
	9607	IMPACT LIVING SERVICES	11747 062101			5,441.00
					ACCOUNT TOTAL	175,784.32 *
5899		UNCLASSIFIED				
	6615	AMANKRAH, JESSICA	0066202107 002			45.00
					ACCOUNT TOTAL	45.00 *
					MAJOR TOTAL	175,829.32 **
071010	**	PARKS & REC. ADMINISTRATION **				
3002		PROFESSIONAL SERVICES				
	4801	PIANO TUNING & REPAIR	8920			120.00
	5041	WALKER, TIFFANY	REIMB 7/21			15.00
					ACCOUNT TOTAL	135.00 *
3005		MAINTENANCE SERVICE CONTR				
	3787	XEROX CORPORATION	013464478			313.41

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	3787	XEROX CORPORATION	013464480			507.64
					ACCOUNT TOTAL	821.05 *
5203		TELEPHONE				
	188	LINDEN SMR ASSOCIATES	0001202107			330.00
	2360	COMCAST	0926 7/21			448.74
	2605	CENTURYLINK	310402045 7/21			8.98
	2677	LENZ, DANIEL P	0026202107			45.00
	2712	RICHARDSON, ROBIN A	0027202107			45.00
	3172	SPRINT	8810 7/21			329.31
	5041	WALKER, TIFFANY	0050202107			45.00
	9518	WALKER, RACHAEL E.	0095202107 002			45.00
	20908	MUNSON, ALAN	0209202107 002			30.00
					ACCOUNT TOTAL	1,327.03 *
5401		OFFICE SUPPLIES				
	2675	SIGNET MARKETING	54970			158.46
	7948	ANDRICK'S GIFT &	12935			12.99
	7948	ANDRICK'S GIFT &	13279			7.99
	20056	QUILL	17235532			24.93
	20056	QUILL	17266742			148.03
	20056	QUILL	17363207			184.30
	20056	QUILL	17424226			66.99
	20056	QUILL	17425380			206.56
	20056	QUILL	17444196			45.12
	20056	QUILL	17447269			196.22
	20056	QUILL	17455669			18.51
					ACCOUNT TOTAL	1,070.10 *
5402		FOOD				
	9198	BIMBO BAKERIES USA	03407429918			24.96
	9198	BIMBO BAKERIES USA	03407430155			62.40
	20527	SUREBET SERVICES INC.	30261			290.28
	20527	SUREBET SERVICES INC.	30294			132.40
					ACCOUNT TOTAL	510.04 *
5403		BEVERAGES				
	9218	CRYSTAL SPRINGS	16379177 061521			30.44
	20037	SCHENCK FOODS CO., INC.	6788222			26.17
	20527	SUREBET SERVICES INC.	30261			919.68
	20527	SUREBET SERVICES INC.	30294			413.52
					ACCOUNT TOTAL	1,389.81 *
5431		SECURITY SYSTEM				
	20056	QUILL	17641472			146.18
					ACCOUNT TOTAL	146.18 *
					MAJOR TOTAL	5,399.21 **
071020	** PARKS & REC. - REC. PROGRAM **					
5450		FRGC CART RENTAL				
	5127	DLL FINANCE LLC.	0051202107 002	101-0418904-000		1,669.95
					ACCOUNT TOTAL	1,669.95 *
					MAJOR TOTAL	1,669.95 **

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
071030	** PARKS & REC. MAINTENANCE **					
3005		SERVICE CONTRACTS & CLEAN				
	5127	DLL FINANCE LLC.	0051202107 002	101-0447511-000		463.30
	6216	L & B PORTABLES LLC	2105			1,410.00
					ACCOUNT TOTAL	1,873.30 *
3023		SAFETY PROGRAM				
	5933	AMERICAN AED	33088			1,383.00
	9196	JOHN DEERE FINANCIAL	6019			17.98
	9196	JOHN DEERE FINANCIAL	8709			11.99
					ACCOUNT TOTAL	1,412.97 *
5101		ELECTRIC SERVICE				
	105	TOWN OF FRONT ROYAL	127101 7/21			40.54
	105	TOWN OF FRONT ROYAL	127102 7/21			147.05
	105	TOWN OF FRONT ROYAL	127104 7/21			172.32
	105	TOWN OF FRONT ROYAL	127105 7/21			26.66
	105	TOWN OF FRONT ROYAL	127106 7/21			41.59
	105	TOWN OF FRONT ROYAL	153000 7/21			1,048.82
	105	TOWN OF FRONT ROYAL	270101 7/21			172.01
	105	TOWN OF FRONT ROYAL	595050 7/21			26.66
	105	TOWN OF FRONT ROYAL	595075 7/21			182.52
	105	TOWN OF FRONT ROYAL	595077 7/21			20.14
	105	TOWN OF FRONT ROYAL	595101 7/21			3,930.51
	105	TOWN OF FRONT ROYAL	612050 7/21			23.91
	105	TOWN OF FRONT ROYAL	613100 7/21			31.01
	105	TOWN OF FRONT ROYAL	613101 7/21			104.88
	105	TOWN OF FRONT ROYAL	687200 7/21			54.94
	105	TOWN OF FRONT ROYAL	687205 7/21			26.66
	105	TOWN OF FRONT ROYAL	687210 7/21			9.92
	105	TOWN OF FRONT ROYAL	707000 7/21			20.00
	105	TOWN OF FRONT ROYAL	707100 7/21			8.50
	105	TOWN OF FRONT ROYAL	709110 7/21			147.66
	105	TOWN OF FRONT ROYAL	711000 7/21			32.06
	105	TOWN OF FRONT ROYAL	733006 7/21			582.58
	105	TOWN OF FRONT ROYAL	758100 7/21			81.97
	105	TOWN OF FRONT ROYAL	773100 7/21			487.47
	105	TOWN OF FRONT ROYAL	773101 7/21			20.00
	105	TOWN OF FRONT ROYAL	773102 7/21			1,151.11
	105	TOWN OF FRONT ROYAL	773102A 7/21			5,392.51
	105	TOWN OF FRONT ROYAL	773103 7/21			607.79
	105	TOWN OF FRONT ROYAL	773104 7/21			2,422.30
	105	TOWN OF FRONT ROYAL	773106 7/21			8.50
	105	TOWN OF FRONT ROYAL	773109 7/21			20.41
	105	TOWN OF FRONT ROYAL	773110 7/21			20.14
	105	TOWN OF FRONT ROYAL	773111 7/21			20.00
	105	TOWN OF FRONT ROYAL	773112 7/21			20.14
	105	TOWN OF FRONT ROYAL	773114 7/21			23.13
	105	TOWN OF FRONT ROYAL	773115 7/21			212.75
	105	TOWN OF FRONT ROYAL	773116 7/21			26.66

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	105	TOWN OF FRONT ROYAL	773117 7/21			150.56
	105	TOWN OF FRONT ROYAL	773118 7/21			112.48
	105	TOWN OF FRONT ROYAL	773119 7/21			1,349.77
	105	TOWN OF FRONT ROYAL	773120 7/21			86.92
	105	TOWN OF FRONT ROYAL	773121 7/21			21.63
	105	TOWN OF FRONT ROYAL	773122 7/21			399.40
	105	TOWN OF FRONT ROYAL	773123 7/21			270.24
	105	TOWN OF FRONT ROYAL	773124 7/21			3,435.99
	105	TOWN OF FRONT ROYAL	773125 7/21			36.32
	105	TOWN OF FRONT ROYAL	773126 7/21			8.83
	105	TOWN OF FRONT ROYAL	773129 7/21			746.36
	105	TOWN OF FRONT ROYAL	773130 7/21			36.32
	105	TOWN OF FRONT ROYAL	773131 7/21			21.95
	30002	RAPPAHANNOCK ELECTRIC CO.	51309002 7/21			15.62
					ACCOUNT TOTAL	24,058.21 *
5406		CHEMICALS				
	8091	GILMER INDUSTRIES, INC	681722			875.30
					ACCOUNT TOTAL	875.30 *
5407		REPAIRS AND MAINTENANCE				
	100	SERVICE TIRE & BATTERY	1106880			15.00
	1666	NAPA AUTO PARTS	795756			277.54
	3468	OVERHEAD DOOR CO. OF	21 3353			145.00
	3952	WINCHESTER EQUIPMENT CO.	17794			54.57
	3952	WINCHESTER EQUIPMENT CO.	42375			3,542.30
	5934	DOG WASTE DEPOT	414411			1,524.53
	7093	SOUTHERN STATES OF F.R.	1265394			592.24
	9196	JOHN DEERE FINANCIAL	8709			53.00
	9500	SPARKS AT PLAY LLC	1527			732.19
	10004	BSN SPORTS INC.	912905744			185.00
	92065	ULINE	134941569			3,039.93
					ACCOUNT TOTAL	10,161.30 *
5408		OPERATION OF MOTOR VEHICL				
	4737	QUARLES ENERGY SERVICES	731767			315.43
	4737	QUARLES ENERGY SERVICES	731812			260.07
	4737	QUARLES ENERGY SERVICES	737433			496.80-
	4737	QUARLES ENERGY SERVICES	738529			752.38
	4737	QUARLES ENERGY SERVICES	752835			228.48
	5853	MANSFIELD OIL COMPANY	690541			1,237.32
	5866	MANSFIELD OIL COMPANY	690741			46.60
					ACCOUNT TOTAL	2,343.48 *
5409		MULCH				
	6066	JK ENTERPRISE LANDSCAPE SU	495112			1,754.35
					ACCOUNT TOTAL	1,754.35 *
5410		UNIFORMS & WEARING APPARE				
	2675	SIGNET MARKETING	55269			277.20
					ACCOUNT TOTAL	277.20 *
5413		OPERATING SUPPLIES				
	6329	WALMART	WCCC 7/21			300.00
	20037	SCHENCK FOODS CO., INC.	6788222			64.03

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	20037	SCHENCK FOODS CO., INC.	6788222 CR			4.61-
					ACCOUNT TOTAL	359.42 *
5420		SMALL TOOLS				
	9196	JOHN DEERE FINANCIAL	5442			46.96
	9196	JOHN DEERE FINANCIAL	6019			39.99
					ACCOUNT TOTAL	86.95 *
5437		FLOWER GARDENS				
	2889	SPRINGTIME GARDEN CTR INC	21 91			359.80
					ACCOUNT TOTAL	359.80 *
					MAJOR TOTAL	43,562.28 **
081010	**	PLANNING AND ZONING ADMIN. **				
5205		CELLULAR PHONE				
	3107	LOGAN, TARYN G.	0031202107			45.00
					ACCOUNT TOTAL	45.00 *
5401		OFFICE SUPPLIES				
	4282	QUILL	16425757			25.44
	4282	QUILL	16435267			57.63
					ACCOUNT TOTAL	83.07 *
5408		OPERATION OF MOTOR VEHICL				
	5305	WARREN CO. PUBLIC SCHOOLS	29633			142.63
	5792	MANSFIELD OIL COMPANY	690665			39.10
					ACCOUNT TOTAL	181.73 *
7008		COMPUTER SOFTWARE				
	3824	ESRI, INC.	94044235			2,700.00
					ACCOUNT TOTAL	2,700.00 *
					MAJOR TOTAL	3,009.80 **
083000	**	VPI EXTENSION SERVICE **				
5203		TELEPHONE				
	2605	CENTURYLINK	310081090 7/21			112.24
					ACCOUNT TOTAL	112.24 *
					MAJOR TOTAL	112.24 **
091000	**	NON-DEPARTMENTAL **				
3010		MAINTENANCE - CENTRAL COM				
	5058	RICOH USA INC.	0050202107	17776798		601.13
					ACCOUNT TOTAL	601.13 *
3012		MAINTENANCE CENTRAL COPIE				
	6203	U.S. BANK EQUIPMENT FINANC	443438247			292.37
					ACCOUNT TOTAL	292.37 *
3015		2021 TECH UPGRADE				
	428	W.C. PUBLIC SCHOOLS	51921 01			14,396.89
	2459	SYNTAX COMMUNICATIONS	210052 01			1,210.00
	5921	SYCOM TECHNOLOGIES	0053294			7,817.28
	5921	SYCOM TECHNOLOGIES	64879			4,390.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
	5921	SYCOM TECHNOLOGIES	64886			41,588.76
	5921	SYCOM TECHNOLOGIES	64996			4,081.80
	5921	SYCOM TECHNOLOGIES	65020			15,834.00
					ACCOUNT TOTAL	89,318.73 *
5605		ROUTE 340/522 CORRIDOR PA				
	105	TOWN OF FRONT ROYAL	MEALS TAX 7/21			115,457.00
					ACCOUNT TOTAL	115,457.00 *
					MAJOR TOTAL	205,669.23 **
092000	** CAPITAL OUTLAY **					
7037		JUVENILE DETENTION FACILI				
	1554	CITY OF WINCHESTER-	12922 4TH			80,680.00
					ACCOUNT TOTAL	80,680.00 *
7042		RIVERMONT VFD				
	5129	BRILL, CLIFF - MC DESIGNS	430091			975.00
	6123	ACOM, LLC	1069			4,321.96
	20142	ECS MID ATLANTIC LLC	854901			686.25
					ACCOUNT TOTAL	5,983.21 *
7045		BUILDING IMPROVEMENTS - R				
	8831	FREDERICK ANDREAE	8831 7/21 E			175.00
					ACCOUNT TOTAL	175.00 *
7047		BUILDING IMPROVEMENT FUND				
	8181	LPDA	180703 10			2,310.00
	8831	FREDERICK ANDREAE	8831 7/12 D			420.00
	8831	FREDERICK ANDREAE	8831 7/21 B			490.00
	8831	FREDERICK ANDREAE	8831 7/21 C			568.75
	8831	FREDERICK ANDREAE	8831 7/21 F			148.75
	8831	FREDERICK ANDREAE	8831 7/21 G			315.00
	8831	FREDERICK ANDREAE	8831 7/21 H			2,251.25
					ACCOUNT TOTAL	6,503.75 *
7058		PURCHASE OF SECOND STREET				
	6044	LILLIAN SEALOCK FOX	0060202107 002	20A8		1,967.76
					ACCOUNT TOTAL	1,967.76 *
7407		SANITARY DISTRICT - HIGH				
	8181	LPDA	1807803 11			288.00
					ACCOUNT TOTAL	288.00 *
					MAJOR TOTAL	95,597.72 **
					FUND TOTAL	896,052.69

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
062050						
0001		HEALTH CARE EXPENDITURES				
	20767	PROBENEFITS, INC	0207202107 002	1994A		336.00
					ACCOUNT TOTAL	336.00 *
					MAJOR TOTAL	336.00 **
					FUND TOTAL	336.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
032050	***LINDEN HEIGHTS SANT. DISTRICT***						
1001		COMPENSATION-MANAGER					
	9566	W.C. PUBLIC WORKS DEPT.	LH32			476.68	
					ACCOUNT TOTAL	476.68	*
5443		MAINTENANCE-LABOR					
	9566	W.C. PUBLIC WORKS DEPT.	LH32			1,452.19	
					ACCOUNT TOTAL	1,452.19	*
					MAJOR TOTAL	1,928.87	**
					FUND TOTAL	1,928.87	

FUND # - 039

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
043050	**	SHENANDOAH FARMS SAN. DIST. **				
1001		COMPENSATION - MANAGER				
	9566	W.C. PUBLIC WORKS DEPT.	SF33			2,661.33
					ACCOUNT TOTAL	2,661.33 *
5203		TELEPHONE/INTERNET				
	188	LINDEN SMR ASSOCIATES	0001202107			50.00
	5444	LENTZ, TIMOTHY	0054202107 002			45.00
					ACCOUNT TOTAL	95.00 *
5408		EQUIPMENT MAINTENANCE/OPE				
	1666	NAPA AUTO PARTS	795394			70.47
					ACCOUNT TOTAL	70.47 *
5446		MOWING - ROADSIDE				
	4211	B & B EXCAVATING	1765			2,800.00
					ACCOUNT TOTAL	2,800.00 *
5448		ENGINEERING STUDIES/SURVE				
	8831	FREDERICK ANDREAE	8831 7/21			1,618.75
					ACCOUNT TOTAL	1,618.75 *
5451		FUEL				
	5789	MANSFIELD OIL COMPANY	686540			144.75
					ACCOUNT TOTAL	144.75 *
5452		ROAD IMPROVEMENT PROJECTS				
	7093	SOUTHERN STATES OF F.R.	1269831			241.96
					ACCOUNT TOTAL	241.96 *
					MAJOR TOTAL	7,632.26 **
					FUND TOTAL	7,632.26

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT	
054050	***LAKE FRONT ROYAL SANT DIST***						
1001		COMPENSATION MANAGER					
	9566	W.C. PUBLIC WORKS DEPT.	LFR34			603.56	
					ACCOUNT TOTAL	603.56	*
5443		MAINTENANCE-LABOR/RENTAL					
	9566	W.C. PUBLIC WORKS DEPT.	LFR34			1,725.16	
					ACCOUNT TOTAL	1,725.16	*
5446		MOWING-ROADSIDE					
	4211	B & B EXCAVATING	1767			630.00	
					ACCOUNT TOTAL	630.00	*
					MAJOR TOTAL	2,958.72	**
					FUND TOTAL	2,958.72	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
056050	*** WILDCAT DRIVE SANT DIST ***					
5446		MOWING-ROADSIDE				
	4211	B & B EXCAVATING	1766			140.00
					ACCOUNT TOTAL	140.00 *
					MAJOR TOTAL	140.00 **
					FUND TOTAL	140.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
057050	*** OSPREY LN SANT DIST ***					
5443		MAINTENANCE-LABOR				
	9566	W.C. PUBLIC WORKS DEPT.	OL21 7/21			1,549.38
					ACCOUNT TOTAL	1,549.38 *
					MAJOR TOTAL	1,549.38 **
					FUND TOTAL	1,549.38

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
081060	** WARREN COUNTY AIRPORT EXP. **					
1001		COMPENSATION AIRPORT MANA				
	6273	CASS AVIATION	0062202107 002			1,750.00
	9566	W.C. PUBLIC WORKS DEPT.	2			1,086.76
					ACCOUNT TOTAL	2,836.76 *
3010		EQUIPMENT SERVICES CONTRA				
	1949	AUSTIN ELECTRICAL	0015490			1,200.00
					ACCOUNT TOTAL	1,200.00 *
5101		ELECTRIC				
	5785	RAPPAHANNOCK ELECTRIC CO.	11244001 7/21			1,599.43
					ACCOUNT TOTAL	1,599.43 *
5407		REPAIRS AND MAINTENANCE				
	400	LABELLA ASSOCIATES	141788			1,945.65
	1717	CULLIGAN OF FRONT ROYAL	0017202107	569-0009332-2		35.00
	2315	SOUTHERN STATES OF F.R.	1268348			136.40
	5482	EASTERN SUPPLY, INC.	2105472			737.26
	7093	SOUTHERN STATES OF F.R.	1263537			42.97
	9566	W.C. PUBLIC WORKS DEPT.	2			5,618.08
					ACCOUNT TOTAL	8,515.36 *
5898		WASTE DISPOSAL				
	898	REPUBLIC SERVICES #976	521462 0021824			307.63
					ACCOUNT TOTAL	307.63 *
					MAJOR TOTAL	14,459.18 **
					FUND TOTAL	14,459.18

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035060	** COST RECOVERY **					
3003		ADMINISTRATIVE FEES				
	8594	EMS MANAGEMENT &	042982			5,329.00
					ACCOUNT TOTAL	5,329.00 *
5408		OPERATION OF MOTOR VEHICL				
	100	SERVICE TIRE & BATTERY	116803			15.00
	5674	FRONT ROYAL FORD LLC	82272			138.99
					ACCOUNT TOTAL	153.99 *
5812		VDEM-GRANTS				
	8536	GEOPLIANT, LLC	151738 7/21			1,840.00
					ACCOUNT TOTAL	1,840.00 *
					MAJOR TOTAL	7,322.99 **
					FUND TOTAL	7,322.99

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035070	**SHEN. FARMS VFC6 EXPENDITURES**					
5407		BUILDING & GROUNDS MAINTE				
	898	REPUBLIC SERVICES #976	524264 4725859			228.57
					ACCOUNT TOTAL	228.57 *
					MAJOR TOTAL	228.57 **
					FUND TOTAL	228.57

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035071	**N. WARRREN VFD #10 EXPENDITURES**					
5203		TELEPHONE				
	2605	CENTURYLINK	309868643 7/21			361.85
					ACCOUNT TOTAL	361.85 *
5405		ELECTRIC				
	5786	RAPPAHANNOCK ELECTRIC CO.	111790001 7/21			945.30
					ACCOUNT TOTAL	945.30 *
5406		PROPANE				
	5553	WASHINGTON GAS	3740 7/21			102.92
					ACCOUNT TOTAL	102.92 *
5407		REPAIRS & MAINTENANCE				
	898	REPUBLIC SERVICES #976	524564 7/21			124.00
					ACCOUNT TOTAL	124.00 *
					MAJOR TOTAL	1,534.07 **
					FUND TOTAL	1,534.07

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035072	**SOUTH WARREN VFC #3 EXPENDITURES*					
5203		TELEPHONE				
	2605	CENTURYLINK	309408289 7/21			84.12
	2605	CENTURYLINK	310323829 7/21			130.75
					ACCOUNT TOTAL	214.87 *
5899		CONTINGENCY				
	8067	ALERT ALL CORP.	221050103			221.00
	8067	ALERT ALL CORP.	221050153			237.00
					ACCOUNT TOTAL	458.00 *
					MAJOR TOTAL	672.87 **
					FUND TOTAL	672.87

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035073	**SHENANDOAH SHORES VFC#5 EXP**					
5203		TELEPHONE				
	2360	COMCAST	8211 7/21			7.50
	2605	CENTURYLINK	309585011 7/21			62.53
					ACCOUNT TOTAL	70.03 *
5407		BUILDING GROUNDS & MAINTE				
	5935	ED M. FIELD EQUIPMENT CO.	0386678			1,029.49
					ACCOUNT TOTAL	1,029.49 *
5408		VEHICLE REPAIRS				
	9575	APPARATUS SOLUTIONS	1397			619.00
					ACCOUNT TOTAL	619.00 *
7057		LOANS				
	6542	COMMUNITY FIRST NATIONAL	82369			15,578.25
					ACCOUNT TOTAL	15,578.25 *
					MAJOR TOTAL	17,296.77 **
					FUND TOTAL	17,296.77

MAJOR# / ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
035074	**LINDEN VFC #4 EXPENSES**				
7057		LOANS			
	10118	FIRST BANK	0101202107 002	# 50723	3,227.46
				ACCOUNT TOTAL	3,227.46 *
				MAJOR TOTAL	3,227.46 **
				FUND TOTAL	3,227.46

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035075	**FORTSMOUTH VFC #8 EXPENSES**					
5405		ELECTRIC				
	5786	RAPPAHANNOCK ELECTRIC CO.	91741001 7/21			358.69
					ACCOUNT TOTAL	358.69 *
5407		BUILDING GROUNDS & MAINTE				
	898	REPUBLIC SERVICES #976	524281 4731170			198.08
					ACCOUNT TOTAL	198.08 *
7057		LOANS				
	8089	CITIZENS NATIONAL BANK	5697 7/21			17,677.83
	8089	CITIZENS NATIONAL BANK	5698 7/21			15,751.55
					ACCOUNT TOTAL	33,429.38 *
					MAJOR TOTAL	33,986.15 **
					FUND TOTAL	33,986.15

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION		AMOUNT
035076	** RIVERMONT VFD #2 EXPENDITURES **					
5405		ELECTRIC				
	5786	RAPPAHANNOCK ELECTRIC CO.	51309027 7/21			979.78
					ACCOUNT TOTAL	979.78 *
5407		REPAIRS & MAINTENANCE				
	898	REPUBLIC SERVICES #976	524209 4201117			82.00
	9625	CULLIGAN	40190			122.25
	9625	CULLIGAN	513006 7/21			18.75
					ACCOUNT TOTAL	223.00 *
					MAJOR TOTAL	1,202.78 **
					FUND TOTAL	1,202.78
					TOTAL DUE	990,528.76

Approved at meeting of _____ ____on_____.

Signed _____ _____ _____
Title Date

_____ _____ _____
Title Date

_____ _____ _____
Title Date

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
July 20, 2021	**G-1**	Representative Appointment to the Community Policy and Management Team (CPMT)	

EXPLANATION & SUMMARY:

The Department of Juvenile Justice (DJJ) has recently hired a new director for the 26th court district. Mr. Jerry Stollings from the Department of Juvenile Justice needs to be appointed to the Community Policy and Management Team (CPMT) as the DJJ representative as the interim supervisor and previous DJJ director have retired.

COST & FINANCING: **N/A**

CONSENT AGENDA MOTION:

I move that the Board of Supervisors appoint Jerry Stollings as the Department of Juvenile Justice representative on the Community Policy and Management Team, with no term limit.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Jessica Amankrah, CSA Coordinator		

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
07/20/2021	G-2	Request for Festival Permit Jim Clark *Appaloosa Festival*

EXPLANATION & SUMMARY:

Attached is the festival application from Jim Clark requesting the Board's approval for the Appaloosa Festival to be held on August 13, 2021 - August 15, 2021 at the Fairgrounds located at 751 Mountain Road, Front Royal, VA 22630. The festival will be held from 12:00 PM - 10:00 PM each day. The maximum number of people expected will be based on local and state guideline. In its 6th year, the event will have live music from Scythian, Yarn, The Gothard Sisters, Marie Miller Band and many more.

A request for comments has been sent to VDOT, Fire & Rescue, the Sheriff's Department, and the Building Inspections Department. All comments will be provided to the event coordinator and have been attached to this report.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the festival permit request of Jim Clark for Appaloosa Festival to be held from August 13-15, 2021 at 751 Mountain Road.

OR

I move that the Board of Supervisors deny the festival permit request of Jim Clark for Appaloosa Festival to be held from August 13-15, 2021 at 751 Mountain Road. (List Reasons)

SUBMITTED BY:	DISPOSITION OF COMMISSION:	PROCESSED BY:
Joe Petty, Planning Director	☐ APPROVED ☐ OTHER (Describe)	

RECEIVED

MAY 17 2021

WARREN COUNTY
PLANNING DEPARTMENT

APPLICATION FOR PERMIT TO HOLD MUSICAL OR ENTERTAINMENT FESTIVALS

The following conditions must be met and the following plans, statements and approvals must be submitted to the Warren County Administrator's Office with the application at least twenty-one (21) days before the planned date of such festival.

Applicant Information

Name of Applicant: Jim Clark

Address of Applicant: 2581 Shenandoah Shores Rd

City: Front Royal State: VA Zip Code: 22630

Home Phone #: 540.635.9495 Work Phone #: 540.622.4600

Email Address: exitpremierva@yahoo.com

Name of Organization/Promoter(s): Appalossa Festival LLC

Address of Organization/Promoter(s): 204 Salem Ave

City: Front Royal State: VA Zip Code: 22630

Festival Information

Name of Festival: Appaloosa Festival

Festival Location: 751 Mountain Rd, Front Royal VA

Name of property owner(s): Floy Bunning

Address of property owner(s): Same as above

Date(s) of Festival: August 13th, 14th, 15th

Time(s) of Festival: 12 noon - 10 pm

Admission Charge (dollars): $30-$50

Maximum number of tickets offered per day: TBD based on local and state guidelines

Number of people expected per day: TBD based on local and state guidelines

List names of performers or groups who will perform at the festival:

(1) Scythian
(2) Yarn
(3) The Gothard Sisters
(4) Marie Miller Band

Additional Instructions

1) Attach a copy of the ticket or badge of admission for the festival, containing the date(s) and time(s) of such festival (may be marked as "sample").

2) Provide a plan for adequate sanitation facilities and garbage, trash and sewage disposal which complies with all applicable state and local laws and provide evidence of approval by the Warren County Department of Health.

Johnny Blue will provide these services, in accordance and permissions from the Warren County Health Dept, in conjunction with VDHD guidelines and approval.

3) Provide a plan for providing food, water and lodging which complies with all applicable state and local laws and provide evidence of approval by the Warren County Department of Health.

Approved food trucks will serve food. Lodging is provided by Skyline Ranch resort as a camp ground, as well as their approved lodging, and RV sites.

4) Provide a plan for adequate medical facilities which complies with all applicable state and local laws and provide evidence of approval by the County Fire Chief and local fire and rescue company.

There will be a 1st Aid tent, with a nurse on site, and a doctor on call.

5) Provide a plan for adequate fire protection which complies with all applicable state and local laws and provide evidence of approval by the County Fire Chief and local fire and rescue company.

Local EMS services will be contacted and the festival will comply with all recommended safety procedures and guidelines, per the fire chief.

6) Provide a plan for adequate parking and traffic control in and around the festival area.

Skyline Ranch offers 65 acres of land, which is adequate parking. Off duty law enforcement officers will be hired for high egress times.

7) Provide a plan for any outdoor lighting that will be used at the festival. In addition, please describe what steps will be taken or devices used to shield nearby properties from unreasonable glow or glare.

Skyline Ranch provides adaquate lighting for most areas. Additional overhead lighting will be rented and brought in by Sun Belt rentals.

8) State whether alcoholic beverages will be served. If yes, please provide details on how it will be controlled (Note: Evidence of any applicable VA ABC permit must also be provided and posted at the festival as required).

Yes. Virginia Eagle will provide beer, and Rappahannock Cellars will provide wine
Jim Clark will be the designated ABC manager, and oversee all alcohol sales.

9) State whether any temporary structures will be used (i.e. tents, etc.). If yes, please provide details on the type and size of the temporary structure (Note: Any temporary structure over 900 sq. ft. will require a permit from Warren County Building Inspections, as well as evidence that that the temporary structure is composed of properly fire treated material).

Yes. Tents will be rented from Grand Rental Station. No tent over 900 sq ft wil be used for the festival.

10) State whether any type of amusement device will be used. If yes, please provide details on such device(s) (Note: Warren County Building Inspections must be contacted by the applicant to determine whether or not a building permit will be required).

Speakers, and other musical devices for a music festival.

11) State whether any security or law enforcement will be needed on-site. If yes, please provide details on the number of personnel required and for what date(s) and time(s) (Note: The Warren County Sheriff's Office must be contacted if law enforcement is requested).

Security will be on-site. Law enforcement will only be needed for high egress times.

12) For festivals other than not-for-profit, organization/promoter should check with the Warren County Commissioner of Revenue to determine compliance with County business license requirements.

General Regulations

1) No music shall be played, either by mechanical device or live performance, in such a manner that that by reason of its volume, pitch, duration or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

2) Music may not be played nor entertainment provided for more than eight (8) hours in any twenty-four (24) hour period.

3) No person under the age of eighteen (18) years of age shall be allowed to enter the festival unless accompanied by a parent or guardian who will remain with such person during the period of the festival.

4) The Warren County Board of Supervisors shall have the right to revoke any permit issued under this ordinance upon non-compliance with any of its provisions and conditions.

I, the undersigned applicant, hereby certify that the information contained in this application is correct to the best of my knowledge and further certify that I will be the individual responsible for conducting this festival in accordance with a permit issued by the County of Warren and that the festival will be conducted in accordance with the regulations contained herein as well as the provisions of the Warren County ordinance pertaining to festivals. I hereby grant permission for the Board, its lawful agents, and/or duly constituted law enforcement officers to go upon the property where the festival is being held at any time for the purpose of determining compliance with the provisions of the County Ordinance.

Jim Clark — Applicant's Signature

5/17/2021 — Date

For Official Use Only

Permit_____Approved_____Denied by Warren County Board of Supervisors on _____

Comments: _____

_____ — **County Administrator**

_____ — **Date**

Cc: Warren County Sheriff's Office
Warren County Building Inspections
Warren County Fire & Rescue

Joe Petty

From: Arthur Boyce <bobby.boyce@vdot.virginia.gov>
Sent: Friday, May 28, 2021 10:37 AM
To: Joe Petty
Cc: Rhonda Funkhouser; Riggleman, Bradley; Duncan, Travis
Subject: Warren County - Route 619 - Skyline Ranch Resort - Appaloosa Music Festival August 13-15, 2021

COMMONWEALTH of VIRGINIA
DEPARTMENT OF TRANSPORTATION
Staunton/Edinburg Land Development
14031 Old Valley Pike
Edinburg, VA 22824

Dear Mr. Petty:

We have reviewed the above subject Music Festival Application for August 13-15, 2021 and expect that an event of this size will have a negative impact to the adjacent roadway. The previous year events of 5000 attendees generate approximately 4550 trips per day based on an average 2.2 persons per car. We offer the following comments and recommendations:

Vehicles entering Skyline Ranch Resort need to be shuttled off the State road as quickly as possible to prevent backups on to Route 619. The proposed 1500' of internal stacking is only about 60 passenger vehicles.

Since this section of Route 619 has very poor alignment and sight distance, we recommend that portable changeable message sign (PCMS) be posted on Route 619 approximately one mile each side of the festival entrance for the duration of the festival. The VDOT right-of-way on Route 619 is very narrow (15' from centerline) and will not accommodate these large signs. Therefore, the festival will need to obtain permission from adjacent property owners to install the signs on private property as in past events.

Consider posting a PCMS on the Skyline Ranch Resort property in advance of the event to alert local motorist of the upcoming event.

Any necessary flagging on the State's roadways should be performed by uniformed law enforcement officers.

We appreciate the County's efforts to include VDOT in the early planning stages and the opportunity to provide comments on this Special Event Permit. If you have any questions, please do not hesitate to give me a call.

Sincerely,

Bobby Boyce

VDOT- Land Development Engineer
Shenandoah, Frederick, Clarke, & Warren Counties
14031 Old Valley Pike
Edinburg, VA 22824
(540) 534-3211

WARREN COUNTY SHERIFF'S OFFICE

200 Skyline Vista Drive, Front Royal, Virginia 22630
(540) 635-4128 (540) 636-4950 (Fax)
www.warrencountysheriff.org

Mark A. Butler. Sheriff

MEMORANDIUM FOR RECORD

DATE: June 6, 2021

TO: Joe Petty, Zoning Administrator

FROM: Robert C. Mumaw, Captain

SUBJECT: Appaloosa Music Festival

Warren County Sheriff's Office has only minor concerns with the permit submitted for the Appaloosa Music Festival. We see no adverse effects on public health and safety, response to emergencies at the event will remain the same as past years. An Event Threat Matrix was done and falls into the (high) scoring, which means could have serious impact. The Appaloosa Music Festival is a well-organized group that has worked well the Sheriff's Office during past held events.

Concerns Listed

- History of underage drinking
- History of drug use
- History of sexual assaults at event

Robert C. Mumaw

Operations Captain

Warren County Sheriff's Office
Event Threat Matrix

General Risk Evaluation Table

RISK FACTOR	1 LOW	2 MEDIUM	3 HIGH	4 EXTREME	SCORE
EVENT AND ACTIVITY INFORMATION					
TYPE	Planned Events Community and Family Based	Planned Events Sporting Events runs/walks Concerts	Planned Events Rallies Demonstrations Protests	Unplanned Events Any Spontaneous Event	2
DURATION	Up to 3 Hours	Up to 10 Hours	Up to 24 Hours	Over 24 Hours	4
INFRASTRUCTURE AND EQUIPMENT	No Structures, Low to the ground such as tables, chairs	Soft structures such as small or moderate sized tents	Hard, Tall or Heavy Structures (stages), Power Cables and electrical equipment	Uncontrolled or non-permitted structures and equipment	2
ALCOHOL	None	Confined, Controlled, Limited Access	Uncontrolled, Unconfined, Moderate to high use	Excessive use, Uncontrolled, Unconfined, Movement through public areas	4
CRIMINAL ACTIVITY	None expected	Potential law / ordinance infractions	Criminal acts, Minor property damage, Potential assaults	Life/safety issues, Excessive property damage	3
VENUE					
TYPE	Parks and public spaces that are not confined	Buildings or parks with controlled or confined spaces (plazas, theaters)	Buildings with uncontrolled access	Streets	1
ROUTE SAFETY	Paths and sidewalks, no police assistance needed	Planned street route with some traffic control and signage	Un-escorted, Un-marked with no police or safety controls	Varied route, Un-planned, Uncontrolled, Interacts with other users	1

LOW-LITTLE TO NO EFFECT//MEDIUM-EFFECTS FELT BUT NOT CRITICAL
HIGH-SERIOUS IMPACT//EXTREME-COULD RESULT IN DISASTER

Warren County Sheriff's Office
Event Threat Matrix

RISK FACTOR	1 LOW	2 MEDIUM	3 HIGH	4 EXTREME	SCORE
ORGANIZATION AND PLANNING					
ORGANIZERS	Well-organized, Compliant, Experienced	New group, May be inexperienced	History of uncooperative behavior, Non-payment	Defiant, Violent	1
EVENT HISTORY	No problems, No police interventions	Minor incidents, Minimal police interventions	Major incidents, Arrests / charges, Some impacts on town/city services	Critical upset to town/city services, History of violence	2
EVENT PLANNING	Maximum preparation time	Limited preparation time	Minimal preparation time	No preparation time	1
SECURITY	None needed or trained and in sufficient numbers	Needed, Limited training, Volunteers, Insufficient numbers	Needed, No training, Insufficient numbers	No security	2
EMERGENCY RESPONSE PLANNING	Have emergency response plans including medical, security, evacuation, and communications	Adequate emergency response plans and warning/notification systems	Inadequate emergency response plans and/or warning/notification systems	No emergency response plans and/or warning notification systems	3
CROWD ASSESSMENT					
CROWD TYPE	Family, Corporate, Business, Elderly	Young Adults, Persons of interest	Disruptive, Rebellious, Criminal	Radical	2
CROWD SIZE AND CAPACITY	Small size, High-capacity venue for size of crowd	Moderate numbers, up to maximum capacity of venue	Large numbers, Exceeds capacity	Critical density, Uncontrolled venue	2
CROWD DYNAMICS	Calm, Cooperative, Peaceful	Celebratory	Anxious, Aggressive	Violent	2
CROWD ASSESSMENT					
TIME, DAY, SEASON	Weekday	Weekend or weekday evening	Friday or Saturday evening, or other in region during periods of strained servicing capacity	Periods of strained emergency capacity (weekend evening, holiday, other major events, times of high alcohol consumption)	3

Appaloosa Music Festival

ADD TOTAL SCORE	**34**
(1-16 LOW) (17-32 MEDIUM) (33-48 HIGH) (49-64 EXTREME) RISK LEVEL	**HIGH**

LOW LITTLE TO NO EFFECT//MEDIUM-EFFECTS FELT BUT NOT CRITICAL
HIGH-SERIOUS IMPACT//EXTREME-COULD RESULT IN DISASTER

LORD FAIRFAX HEALTH DISTRICT

Lord Fairfax Health District

Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

Joe Petty
Warren County Department of Planning
220 N Commerce Avenue, Ste 400
Front Royal VA 22630

RE: Request for Comments
Request for Festival Permit – Appaloosa Music Festival

Per your written request dated May 18th, 2021, I have reviewed the request for comments for a Festival Permit for a music festival event with overnight camping at Skyline Ranch Resort on August 13th, 14th, and 15th 2021. The following are considerations regarding the festival permit:

Campground:
Skyline Ranch Resort currently holds a VDH permits for a maximum of 136 campsites. Sewage treatment and disposal at the resort is regulated by the Department of Environmental Quality, and there is a current VPDES permit on file for up to a 10,000gal/day sewage discharge. The resort should be allowed to fill capacity and once reached, campers should be directed to overflow campgrounds or area hotels and motels. Regarding the proposal for temporary campsites, the event coordinator should submit a temporary campground application.

Swimming Pool:
The existing swimming pool is designed for a maximum of 75 swimmers. The pool should be excluded from use by festival attendees.

Event Coordinator:
A representative must submit an event coordinator application for a temporary food event to the Warren County Health Department as soon as possible (30 days in advance is requested). The coordinator must specify the utilities they plan to provide to food vendors. A sketch should be provided showing the festival layout with respect to food vendor locations, available campsites for festival attendees, parking areas, first aid stations, etc. If considered, a rain date for the event should be provided.

Food Vendors:
Unless already in possession of a current temporary event vendor permit or mobile food unit permit (i.e. the date of expiration is after 8/15/21), or has been inspected and permitted by the Virginia Department of Agriculture and Consumer Services (VDACS), all food vendors at the festival must have their Temporary Food Event applications submitted to the Warren County Health Department within 10 days of the event. All food vendors already in possession of a permit must have the permit present at all times during operation. A few important items to note are the food vendors must have trash receptacles with tight fitting lids. Vendors are responsible for the removal of their own garbage. All gray water and sewage must be disposed of via approved wastewater retention tanks that are pumped by a licensed sewage hauler. Non-mobile food vendors are not to be set up on grass or other bare ground without providing flooring for control of mud and dust. Gravel or paved surfaces are acceptable. Vendors should have

access to a potable water supply or bring their own potable water. Electricity should be made available to vendors, but they are allowed to use generators. Tents or canopies shall be provided, or vendors can bring their own overhead protection. Other necessary provisions can be found in the Temporary Event Application are available upon request.

Refuse disposal:
Solid waste or garbage and refuse disposal should be handled by a solid waste disposal company. A non-routine trash removal date should be scheduled for immediately after the event. Trash receptacles located around the festival site should be equipped with tight fitting lids and be emptied on a regular basis.

Pets:
The event coordinator should maintain a log of any festival attendees with pets in the event of an animal bite. The log should include the pet owner's name, address, contact information, and description of the pet. Any pets allowed into the campground should be kept under control at all times on a leash and not be allowed to become a nuisance or public health issue. Owners should pick up after their pets.

Inspection:
The Warren County Health Department staff will be available during the event to inspect the campground, temporary campground, and temporary food vendors.

If you have any questions or concerns, please contact me at 540-635-3159. All permit applications can be obtained from the Warren County Health Department office.

Sincerely,

Arin Davis, MPH
Environmental Health Specialist

Natalie Lentz

From: David Beahm
Sent: Monday, June 7, 2021 4:56 PM
To: Natalie Lentz
Cc: Paula Fristoe
Subject: FW: Appaloosa Music Festival 2021
Attachments: Appaloosa Music Festival_2021.pdf

Comments for Festival Permit Appaloosa Music Festival 2021:

It appears that a recent permit (12648-2021, submitted May 20, 2021) has propane tanks being replaced along with new lines on the exterior of a structure. While this may not have any bearing on the activity being proposed, it should receive approval, inspections and a final prior to the festival taking place.

It is stated within the application that the tents provided for the festival will be smaller (900 square feet) than what requires a permit. There is mention of a first-aid tent and it is assumed that this will also not meet the size requirement for a permit.

No other items found to require comments on.

Respectfully,

David C. Beahm, CBO
Building Official
County of Warren
540-636-9973
Fax 540-636-4698
dbeahm@warrencountyva.net
www.warrencountyva.net

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From: Natalie Lentz <NLentz@warrencountyva.net>
Sent: Tuesday, May 18, 2021 10:44 AM
To: David Beahm <Dbeahm@warrencountyva.net>
Subject: Appaloosa Music Festival 2021

Good Morning,

Please review the attached application and provide any appropriate comments regarding the effects on the public health and safety. It would also be helpful if you could note any concerns, if any, you might recall as a result from the previous festivals held there. If you feel that there will be no adverse effects or that no additional conditions should be met, please state this. I have enclosed copies of the applicant's festival application. Your response as soon as possible would be greatly appreciated.

Thank you,

Natalie Lentz

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
July 20, 2021	G-3	Northwestern Community Services Board Performance Contract	

EXPLANATION & SUMMARY:

Please find attached a request from Northwestern Community Services Board for the review and endorsement of its performance contract for Fiscal Year 2022.

COST & FINANCING: N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors endorse Northwestern Community Services Board's FY 2022 Performance Contract.

OR

ALTERNATIVE MOTION:

I move that the Board of Supervisors not endorse Northwestern Community Services Board's FY 2022 Performance Contract.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Edwin C. Daley, County Administrator		

Northwestern
COMMUNITY SERVICES BOARD
A Behavioral Health Agency

Memorandum

To: County Administrators/City Manager

From: Michael F. Elwell, Chief Executive Officer

Re: Review of NWCS' Fiscal Year 2022 Performance Contract

Date: June 25, 2021

In accordance with State requirements, each locality is asked to review and endorse their area CSB's Performance Contract. Therefore, I am providing pertinent information from that document for your review as submitted to the Virginia Department of Behavioral Health and Developmental Services.

This document reflects allocated Federal, State and local funds, and other reimbursements to be received in order to carry out the work of our Board of Directors for FY 2022. Please note that these amounts are subject to change.

I am requesting that this be presented to your respective Board/Council for endorsement. **Please complete the bottom portion of this memo and return it to my office by September 24, 2021.**

If you have any specific questions, please do not hesitate to call.

Attachment

pc: Ms. Katie Russell, Chief Financial Officer
File

The Board of Supervisors/City Council of _____ reviewed and endorsed

Northwestern CSB's FY 2022 Performance Contract at its _____ meeting.

_____
County Administrator/City Manager

Serving Winchester and the Counties of Clarke, Frederick, Page, Shenandoah and Warren

Administrative Offices
209 West Criser Road, Suite 300
Front Royal, Virginia 22630-2360
540-636-4250

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COMMONWEALTH of VIRGINIA

ALISON G. LAND, FACHE
COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, Virginia 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

June 21, 2020

To: Community Services Board and Behavioral Health Authority Executive Directors

From: Office of Management Services

Re: FY 2022-2023 Performance Contract

Dear CSB partners:

The Office of Management Services (OMS) would like to thank you all for working with us through this pandemic. All your hard work and dedication to both your communities and our community service system is much valued and appreciated.

The FY22-23 performance contract documents, have been reviewed in collaboration with your VACSB Performance Contract Committee. The documents are effective July 1, 2021 and have been sent for review and signature to your email address through DocuSign. Please check your spam folder/filters if you do not see it in your inbox. If you are not able to obtain the necessary signatures through DocuSign please download the documents, sign and send back the signature page to OMS at performancecontractsupport@dbhds.virginia.gov. Instructions are attached.

The new iteration of the performance contract does not require signatures for any of the attachments unless you are sending back an Exhibit D.

Once the performance contract is fully executed you will receive a copy email back to you through DocuSign.

We understand that some CSBs may need assistance with this process and request you contact the Office of Management Service through the performancecontractsupport@dbhds.virginia.gov for assistance. We also understand that there is a public comment period and conflicts that can occur with the individual board meetings, we ask that you return the signed documents as soon as possible. The first warrant payments are scheduled to be released to the CSBs by July 1, 2021. It is important for the smooth continuity of the process to have signed performance contracts returned to the Department as soon as practicable.

Please keep in mind that the focus of this phase of review of the performance contract was to simplify the documents as much as we could with this iteration, implement required changes such as DOJSA, federal grant requirement, APA audit findings, STEP-VA, Enhance Behavioral Health now known as BRAVO, and other General Assembly related department initiatives. The Office of Management Services shared your feedback and comments with the responsible program areas to review and provide any necessary responses. The performance contract is a transactional document and changes may be made periodically to improve the documents for the Department and its CSB/BHA partners. Some of the recommended or

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requested material changes were approved and others will be taken into consideration for the next performance contract iteration and/or the changes/recommendation could not be made due restriction beyond Department's control or through processes and procedures that need to be addressed outside of the performance contract. However, please keep in mind that this is a partnership and we understand that there may be instances where individual CSB/BHA matters may need to be addressed on a case by case basis. We encourage you to reach out to OMS or your DBHDS program director/manager for assistance.

If the CSB needs a local match waiver it must submit its request to the Office of Management Services at performancecontractsupport@dbhds.virginia.gov. The local match waiver process is included with the performance contract document.

If you need help or have questions about this process, please email performancecontractsupport@dbhds.virginia.gov.

Thank you,

Chaye Neal-Jones

Office of Management Services

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Performance Contract FY22-23 Summary of Changes

Document	Change (X)	Change Rationale
FY22-23 Performance Contract		
I. Purpose		
Defined Terms	**X**	List of defined terms added.
II. Relationship		
III. Term and Termination		
IV. Contract Amendment		
V. Services		
VI. Service Change Management	**X**	Added language OMS is not responsible for approval/denial. OMS receives the notification and provides to those who need to respond. We have added language here for a 15 day turnaround from DBHDS. OMS and Regs and Licensing should receive these notifications as outlined in this section of the PC.
1. Funding Resources		
2. Funding Allocations		
3. Expenses for Services		
4. Use of Funds		
5. Availability of Funds		
6. Local Match		

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7. Local Contact for Disbursement of Funds		
8. Unanticipated Changes in the Use of Funds Due to a Disaster	**X**	This is regarding reallocating funds to help support CSBs during disaster situations. Nothing will be done without conversation between CSB and DBHDS.
VIII. CSB Responsibilities		
1. Exhibit A		
2. Same Day Access (SDA)	**X**	
3.Primary Care Screening and Monitoring	**X**	Approved STAC language added
4.Outpatient Services	**X**	Approved STAC language added
5.Service Members, Veterans, and Families (SMVF).		Approved STAC language added
6. Case Management Services Training		
8. Access to Substance Abuse Treatment for Opioid Abuse		
9. Crisis Intervention Team (CIT) Services		
10. Permanent Supportive Housing (PSH):		
11. Residential Crisis Stabilization Units		
13. Quality of Care		
16. Reporting Requirements and Data Quality		
1. Individual Outcome and CSB Provider Performance		
2. Electronic Health Record		

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14. Data Quality		
15.Providing Information		
Subcontracting		
Subcontractor Compliance		
Subcontractor Dispute Resolution		
Quality Improvement Activities		
Compliance with Laws		
Regional Programs		
Department Responsibilities		
A. Funding		
B. Program and Services Review		
C. Consideration of Department Comments or Recommendations		
D. State Facility Services		
6. Quality of Care		
Reporting and Data Quality Requirements		
Communication		
Department Comments or Recommendations on CSB Operations or Performance		
Compliance and Dispute		
Resolution		
Disputes		
Remediation Process		

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Dispute Resolution Process		
Liability		
Severability		
Signatures		
Exhibit A: Resources and Services	**X**	Revised. Completed in CARS.
Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures	**X**	Revised measure as it relates to P/ACT, Same Day Access, Outpatient Services, LIPOS removed, CQI measure, Substance Use Disorder Treatment, Service Members, Veterans, and Families Engagement Developmental. Enhanced Case Management Services, Peer and Family Support Services. CQI Performance Expectations and Goals moved here from the Administrative Requirements, removed COMPASS, COMPASS-EZ language.
Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements	**X**	Created separate Exhibit. No changes.
Exhibit D: Individual CSB Performance Measures		
Exhibit E: Performance Contract Schedule and Process	**X**	Updated for FY22 and includes PC Exhibit I Administrative Performance Requirements
Exhibit F: Federal Grant Requirements	**X**	Revised for compliance with federal regulations and APA audit findings.
Exhibit F(B): Single Audit Exemption Form		These changes are not negotiable. These are federal compliance requirements. Updated federal grant language and changes to grant information- Changed name of this document Federal Grant Requirements FY2022-FY2023 and there is an Exhibit F(B)Single Audit Exemption Form FINAL DRAFT 7.1.2021 - These changes are not negotiable. These are federal compliance requirements.
Exhibit G: Core Mandated Services	**X**	Provides list of Code mandated CSB services/processes
Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements	**X**	Revised language. Removal of performance measures since not won't be allocating funds but rather reimbursing.
Exhibit I: Exhibit I (Administrative Performance Requirements)	**X**	Administrative Performance Requirements - move to Exhibit E. Used for the revised Behavioral Health Wellness Prevention Services

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Exhibit J: (Other CSB Accountability Requirements)	**X**	Moved to Administrative Requirements- Intentionally Left Blank for Future Use
Exhibit K: (State Hospital Census Management Admission and Discharge Requirements)	**X**	Exhibit K revised and combined with Collaborative state hospital discharge protocols, Dap Secure Memory Care Justification, Out Of Catchment Notification, Patient choice memo
Exhibit L: (Referenced Document Internet Links and Acroynms)	**X**	Removed links references. No longer accurate or accessible.
Exhibit M: DOJ Settlement	**X**	Minor revisions for compliance with DOJSA requirements. These changes are not negotiable.
Addendum I – Administrative Requirements and Processes and Procedures	**X**	Revised language for compliance with federal and state funding requirements. DBHDS and CSB to establish administrative fee policy
Addendum II - Partnership Agreement	**X**	Revised No Substantive changes
Core Services Taxonomy 7.3		Name changed to Addendum III - Core Services Taxonomy 7.3
Partnership Agreement	**X**	Revised No Substantive changes – Name changed to Addendum II FY2022 –FY2023: Central Office, State Facility, and Community Services Board Partnership Agreement. Removed outdated or language that does not align with the Department goals.
Administrative Requirements	**X**	Name changed to Addendum I - FY2022-FY2023 Administrative Requirements and Processes and Procedures
Purpose		
CSB Requirements		
A. State Requirements	**X**	Removed already in the master PC
1. General State Requirements		
2. Financial Management		

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Requirements, Policies, and		
3. Procurement Requirements, Policies, and Procedures		
4. Reimbursement Requirements, Policies, and Procedures		
5. Human Resource Management Requirements, Policies, and Procedures		
6. Information Technology Capabilities and Requirements	X	Removed – Outdated information
7. Planning		
8. Forensic Services	X	This has been moved to the master PC agreement.
9. Access to Services for Individuals who are Deaf, Hard of Hearing, Late Deafened, or Deafblind	X	This has been moved to Exhibit F of the PC
10. Interagency Relationships		
Department Requirements		
A. State Requirements.	X	Removed already in the master PC.
1. Information Technology	X	This has been moved to the master PC agreement.
2. Planning		
Appendices		
A. Continuity of Care Procedures	X	This has been moved to the master PC agreement.
B. Federal Substance Abuse Treatment and Prevention Block Grant Requirements	X	This has been moved to the master PC agreement.
C. Unspent Balances Principles and Procedures	X	Revised – Outdated, unclear or language that does not align with the Department goals.

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		Effective Period of Restrictions on State General Funds - revised
D. User Acceptance Testing Process	X	Revised – Outdated, unclear or language that does not align with the Department goals.
E. Continuous Quality Improvement (CQI) Process	X	This has been moved to the PC Exhibit B.
Administrative Cap language	X	Added Language that aligns with the new Regional Administrative Fee Policy under III. Department Requirements

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FY 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT

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Exhibit F(B): Single Audit Exemption Form
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Exhibit I: Behavioral Health Wellness
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Exhibit K: State Hospital Census Management Admission and Discharge Requirements
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1. Purpose

The Department of Behavioral Health and Developmental Services (the "Department) and the Community Service Boards (the "CSBs") enter into this contract for the purpose of funding services provided directly or contractually by the CSB in a manner that ensures accountability to the Department and quality of care for individuals receiving services and implements the mission of supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life.

Title 37.2 of the Code of Virginia, hereafter referred to as the Code, establishes the Virginia Department of Behavioral Health and Developmental Services, hereafter referred to as the Department, to support delivery of publicly funded community mental health (MH), develop mental (DD), and substance use (SUD), services and supports and authorizes the Department to fund those services.

Sections 37.2-500 through 37.2-512 of the Code require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance use disorder services; §§ 37.2-600 through 37.2-615 authorize certain cities or counties to establish behavioral health authorities that plan and provide those same local public services.

This contract refers to the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in this contract as the CSB. Section 37.2-500 or 37.2-601 of the Code requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance use disorder services. The CSB fulfills this function for any person who is located in the CSB's service area and needs mental health, developmental, or substance use disorder services.

Sections 37.2-508 and 37.2-608 of the Code and State Board Policy 4018, establish this contract as the primary accountability and funding mechanism between the Department and the CSB, and the CSB is applying for the assistance provided under Chapter 5 or 6 of Title 37.2 by submitting this contract to the Department.

The CSB exhibits, addendums, appendices, Administrative Requirements and Processes and Procedures, CCS Extract, Core Services Taxonomy, and Partnership Agreement documents are incorporated into and made a part of this contract by reference. The documents may include or incorporate ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements. If there is a conflict between provisions in that document and this contract, the language in this contract shall prevail.

2. Defined Terms

Appropriation Act is defined as an Act for the appropriation of the Budget submitted by the Governor of Virginia in accordance with the provisions of § 2.2-1509 of the Code of Virginia and to provide a portion of the revenues for a two year period.

Earmarked Funds are funds identified separately in letters of notification, performance contracts, and CARS reports to be used for specified purposes; but CSBs are not required to account for or report expenditures associated with these funds to the Department. Funds are earmarked in order to track their allocation to particular CSBs. While they are not restricted in terms of separate accounting and reporting by CSBs, earmarked funds are appropriated or allocated for specified purposes, and CSBs are expected to use earmarked funds for the purposes for which they were appropriated or allocated.

Federal Fiscal Year the Federal Fiscal Year begins on October 1 of the calendar and ends on September 31 of the subsequent calendar year.

Federal Funds the Federal Funds are funds that are allocated by the federal government and are provided to the Department of Behavioral Health and Developmental Services as the State of Virginia's authority for the allocation, management, and oversight for the use of these specific funds. The funds are considered

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restricted and must be used or encumbered during the federal fiscal year or extensions. Any unused funds are required to be returned to the Department by the CSBs and from there to the federal government in a timely manner.

Fiscal Agent the Fiscal Agent has two specific purposes.

The specific local government that is selected by the local governments or government participating in the establishment of a specific CSB or BHA and identified in the local resolutions passed by each locality in its creation of the CSB or BHA. If the participating governments decide to select a different fiscal agent, it must be done through a local resolution passed by each participating local government that created the CSB or BHA.

The second purpose of Fiscal Agent is the specific CSB or BHA that has been selected by the CSB Region to receive state controlled funds from the Department and manage those funds in a way that has been identified in a memorandum of understanding (MOU) agreed to by each participating CSB in a regionally funded activity. If the CSB acting as Fiscal Agent changes by decision of the Regional CSBs, then that change must be noted in a revision to the existing MOU.

Memorandum of Understanding (MOU) – A memorandum of understanding is an agreed upon process for the management of services, funds, or any rules or regulations that govern the processes all participating parties agree to follow for the common good of the participating parties. In the case of the Community Services Performance Contract, or any activities funded through the Community Service Performance Contract, the MOU is agreed upon and signed for the delivery of services identified and funded through the Region the participating community services boards or behavioral health authority provide services in.

Populations Served-The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with developmental disabilities, or individuals with substance use disorders to the greatest extent possible within the resources available to it for this purpose. The current Core Services Taxonomy 7.3 defines these populations.

Restricted Funds are funds identified separately in letters of notification, performance contracts, Exhibits D and Community Automated Reporting System (CARS) reports to be used for specified purposes; CSBs must account for and report expenditures associated with these funds to the Department. This requirement is reflected in the CARS report forms with columns for expenditures and balances that are completed for any restricted funds received by a CSB .The uses of restricted funds usually are controlled and specified by a funding source, such as federal mental health and substance abuse block grants or the Appropriations Act passed by the General Assembly. The Department restricts funds that would otherwise be earmarked or un-earmarked. An example is Other Funds, which are restricted in order to calculate balances of unexpended funds.

State Fiscal Year the State Fiscal Year (FY) begins July 1 of the calendar year and ends June 30 of the subsequent calendar year.

State General Funds these are funds that are appropriated by the Virginia General Assembly and are identified in each current Appropriation Act. The act is not considered law until it is signed by the Governor of Virginia.

Unrestricted Funds are funds identified separately in letters of notification, performance contracts, and CARS reports but without specified purposes; CSBs do not have to account for or report expenditures associated with them separately to the Department. Examples of un-earmarked funds would be ongoing State General Funds and Local Matching Funds.

3. Relationship

The Department functions as the state authority for the public mental health, developmental, and substance use disorder services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department, the state hospitals and the CSBs are described in

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the Partnership Agreement between the parties. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

4. Term and Termination

Term: This contract shall be in effect for a term of two years, commencing on July 1, 2021 and ending on June 30, 2023 unless either party gives ninety 90 days or more advance written notice of intent not to renew.

Termination: The Department may terminate all or a portion of this contract immediately at any time during the contract period if funds for this activity are withdrawn or not appropriated by the General Assembly or are not provided by the federal government. In this situation, the obligations of the Department and the CSB under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.

The CSB may terminate all or a portion of this contract immediately at any time during the contract period if funds for this activity are withdrawn or not appropriated by its local government(s) or other funding sources. In this situation, the obligations of the CSB and the Department under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.

5. Contract Amendment

This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSBs and may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto, except for the services identified in Exhibit A, amendments to services under Exhibit A shall be in accordance with the performance contract revision instructions contained in Exhibit E.

6. Services

Exhibit A of this contract includes all mental health, developmental, and substance use disorder services provided or contracted by the CSBs that are supported by the resources described in this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy 7.3.

7. Service Change Management

The CSBs shall notify the Department 30 days prior to seeking to provide a new category or subcategory or stops providing an existing category or subcategory of services if the service is funded with more than 30 percent of state or federal funds or both. The CSB shall provide sufficient information to the Office of Management Services (OMS) through the performancecontractsupport@dbhds.virginia.gov for its review and approval of the change, and the CSB shall receive the Department's approval before implementing the new service or stopping the existing service.

Pursuant to 12VAC35-105-60 of the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*, the CSB shall not modify a licensed service without submitting a modification notice to the Office of Licensing in the Department at least 45 days in advance of the proposed modification.

The CSB operating a residential crisis stabilization unit (RCSU) shall not increase or decrease the licensed number of beds in the RCSU or close it temporarily or permanently without providing 30 days advance notice to the Office of Licensing and the OMS, and receiving the Department's approval prior to implementing the change.

8. Funding Requirements

A. Funding Resources

Exhibit A of this contract provides an example of the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB and any other funds associated with or generated by the services shown in Exhibit A. CSB must review their CARS application for the most recent version of Exhibit A.

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B. Funding Allocations

1. The Department shall inform the CSBs of its state and federal fund allocations in a letter of notification (LON). Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.
2. The Department may reduce restricted or earmarked state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in CCS Extract or CARS reports. These reductions shall not be subject to provisions in sections 16.A. of this contract. The Commissioner or designee shall communicate all adjustments to the CSBs in writing.
3. Continued disbursement of semi-monthly payments of restricted or earmarked state or federal funds by the Department to the CSBs may be contingent on documentation in the CSB's CCS Extract and CARS reports that it is providing the services supported by these funds.

C. Expenses for Services

The CSBs shall provide those services funded within the funds and for the costs set forth in Exhibit A and documented in the CSB's financial management system. The CSB shall distribute its administrative and management expenses across the three program areas (mental health, developmental, and substance use disorder services), emergency services, and ancillary services on a basis that is auditable and satisfies Generally Accepted Accounting Principles. CSB administrative and management expenses shall be reasonable and subject to review by the Department.

D. Use of Funds

1. The Department can attach specific conditions or requirements for use of funds, separate from those established by other authorities, only to the state and federal funds that it allocates to the CSB and not more than the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.
2. The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.

E. Availability of Funds

The Department and the CSB shall be bound by the provisions of this contract only to the extent of the funds available or that may hereafter become available for the purposes of the contract.

F. Local Match

Pursuant to State Board Policy 6005 and based on the Appropriation Act prohibition against using state funds to supplant funds provided by local governments for existing services, there should be no reduction of local matching funds as a result of a CSB's retention of any balances of unspent state funds.

G. Local Contact for Disbursement of Funds

1. If the CSB is an operating CSB and has been authorized by the governing body of each city or county that established it to receive state and federal funds directly from the Department and act as its own fiscal agent pursuant to Subsection A.18 of § 37.2-504 of the Code, must send notification to include:

   a) Name of the Fiscal Agent's City Manager or County Administrator or Executive

   b) Name of the Fiscal Agent's County or City Treasurer or Director of Finance

   c) Name, title, and address of the Fiscal Agent official or the name and address of the CSB if it acts as its own fiscal agent to whom checks should be electronically transmitted

2. The notification must be sent to:

   Fiscal and Grants Management Office
   Virginia Department of Behavioral Health and Developmental Services,
   Eric.Billings@dbhds.virginia.gov

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H. Unanticipated Changes in the Use of Funds due to a Disaster

The Department reserves the right to re-purpose the currently allocated funds to a CSB. This action will not be done without clear deliberations between the Department and the CSBs/BHA. The decision can rest on the requirements outlined in an Executive Order Issued by the Governor, changes to the ability of the Department or the CSBs to provide contracted services to the preservation of health and safety of individuals receiving services or the health and safety of staff providing services, or to decisions made by local government forbidding the provision of services, the funding allocations, the specific services intended to be funded, and the types and numbers of individuals projected to be served.

9. CSB Responsibilities

A. Exhibit A

Shall be submitted electronically through the CARS application. The CSB shall provide the services funded and the costs associated with those service in Exhibit A of CARS. The CSB shall provide the projected array of services, the projected cost of those services, the projected service capacity to provide those services, and the projected cost for those services in Exhibit A.

B. Populations Served

The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with developmental disabilities, or individuals with substance use disorders to the greatest extent possible within the resources available to it for this purpose. The current Core Services Taxonomy 7.3 defines these populations.

C. Scope of Services

The scope of services a CSB may be responsible for providing and the specific core service categories and sub-categories are defined in the Core Services Taxonomy 7.3. See Exhibit G for the list of Code mandated services a CSB shall be responsible for providing.

1. **Same Day Access (SDA)** - SDA means an individual may walk into or contact a CSB to request mental health or substance use disorder services and receive a comprehensive clinical behavioral health assessment, not just a screening, from a licensed or license-eligible clinician the same day. Based on the results of the comprehensive assessment, if the individual is determined to need services, the goal of SDA is that he or she receives an appointment for face-to-face or other direct services in the program offered by the CSB that best meets his or her needs within 10 business days, sooner if indicated by clinical circumstances.
    a. SDA emphasizes engagement of the individual, uses concurrent EHR documentation during the delivery of services, implements techniques to reduce appointment no shows, and uses centralized scheduling. If it has received state mental health funds to implement SDA, the CSB shall report SDA outcomes through the CCS Extract outcomes file. The CSB shall report the date of each SDA comprehensive assessment, whether the assessment determined that the individual needed services offered by the CSB, and the date of the first service offered at the CSB for all individuals seeking mental health or substance use disorder services from the CSB.
    a. The Department shall measure SDA by comparing the date of the comprehensive assessment that determined the individual needed services and the date of the first CSB face-to-face or other direct service offered to the individual. SDA benchmarks can be found in Exhibit B.
2. **Primary Care Screening and Monitoring** -Any child diagnosed with a serious emotional disturbance and receiving ongoing CSB behavioral health service or any adult diagnosed with a serious mental illness and receiving ongoing CSB behavioral health service will be provided or referred for a primary care screening on a yearly basis.
    a. For the implementation of "ongoing behavioral health service" is defined as "child with SED receiving Mental Health Targeted Case Management or adult with SMI receiving Mental Health Targeted Case Management". These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI. This screening may be done by the CSB or the individual may be referred to a primary care provider to have

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this screening completed.

b. If the screening is done by a primary care provider, the CSB is responsible for the screening results to be entered in the patient's CSB electronic health record. The CSB will actively support this connection and coordinate care with physical health care providers for all service recipients.
c. CSB shall screen and monitor any individual over age 3 being prescribed an antipsychotic medication by a CSB prescriber for metabolic syndrome following the American Diabetes Association guidelines.
d. Individuals with serious mental illness (SMI), a population primarily served by the CSBs, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions. Therefore it is important for behavioral health staff to provide primary care screening to identify and provide related care coordination to ensure access to needed physical health care.
e. For the population includes all individuals over age 3 who receive psychiatric medical services by the CSB. CSBs must report the screen completion and monitoring completion in CCS monthly submission**.**

3. **Outpatient Services** - Outpatient services are considered to be foundational services for any behavioral health system. The Core Services Taxonomy 7.3 states that outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services.
   a. The quality of outpatient behavioral health services is the key component of this step and CSBs shall provide an appointment to a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 10 business days of the completed SDA intake assessment, if clinically indicated.
   b. All CSBs will establish a quality management program and continuous quality improvement plan to assess the access, quality, efficiency of resources, behavioral healthcare provider training, and patient outcomes of those individuals receiving outpatient services through the CSBs.
   c. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to outpatient services not directly provided by the CSB.
   d. Expertise in the treatment of trauma related conditions are to be established.
   e. CSBs should provide a minimum for outpatient behavioral healthcare providers of 8 hours of trauma focused training in treatment modalities to serve adults, children/adolescents and their families within the first year of employment and 4 hours in each subsequent years or until 40 hours of trauma-focused treatment can be demonstrated.
   f. The CSB shall complete and submit to the Department quarterly DLA-20 composite scores through CCS as well as provide training data regarding required trauma training yearly in July when completing federal Block Grant reporting.
4. **Service Members, Veterans, and Families (SMVF)**- As one of the nine required services for System Transformation Excellence and Performance (STEP-VA), the purpose of the Service Members Veterans and Families (SMVF) step is to ensure SMVF receive needed mental health, substance abuse, and supportive services in the most efficient and effective manner available. Services shall be high quality, evidence-based, trauma-informed, culturally-competent, and accessible. Per the Code of Virginia, CSB core services, as of July 1, 2021 shall include mental health services for members of the armed forces located 50 miles or more from a military treatment facility and veterans located 40 miles or more from a Veterans Health Administration medical facility.
   a. All CSBs shall ensure they have clinician(s) who specialize in treatment for post-traumatic stress disorder and other forms of trauma including from military and/or combat service including military sexual trauma and substance use disorders.
   b. CSBs shall ensure behavioral health services including but not limited to SMI, SUD, Co-Occurring and Youth/Adolescents. Clinical services for this population shall align with federal

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clinical guidelines from Veterans Affairs and Department of Defense can be found at https://www.healthquality.va.gov.

c. CSBs shall identify and refer SMVF seeking services to internal providers that have been trained in military cultural competency (MCC); collaborate with Military Treatment Facilities (MTFs), Veterans Health Administration (VHA) facilities, Virginia Department of Veterans Services (DVS) programs and other external providers to determine SMVF eligibility for services, and assist SMVF with services navigation.

d. The CSB shall submit information on SMVF receiving services in CCS monthly submission**.**

5. **Case Management Services Training**-The CSB shall ensure that all direct and contract staff that provide case management services have completed the case management curriculum developed by the Department and that all new staff complete it within 30 days of employment. The CSB shall ensure that developmental disability case managers or support coordinators complete the ISP training modules developed by the Department within 60 days of their availability on the Department's web site or within 30 days of employment for new staff.

6. **Developmental Case Management Services Organization-** The CSB shall structure its developmental case management or support coordination services so that a case manager or support coordinator does not provide a DD Waiver service other than services facilitation and a case management or support coordination service to the same individual. This will ensure the independence of services from case management or service coordination and avoid perceptions of undue case management or support coordination influence on service choices by an individual.

7. **Access to Substance Abuse Treatment for Opioid Abuse -**The CSB shall ensure that individuals requesting treatment for opioid drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate treatment services within 14 days of making the request for treatment or 120 days after making the request if the CSB has no capacity to admit the individual on the date of the request and within 48 hours of the request it makes interim services, as defined in 45 CFR § 96.126, available until the individual is admitted.

8. **Crisis Intervention Team (CIT) Services** – If the CSB receives CIT funding it shall:

f. Work with community stakeholders, agencies, and partners across systems to coordinate the implementation and operation of the CIT Assessment Site and provide related access to appropriate services in accordance with its RFP response approved by the Department.

g. Submit narrative semi-annual progress reports on these services through the Department's sFTP server and upload them to the Jail Diversion Folder within 45 calendar days of the end of the second quarter and within 60 days of the end of the fiscal year.

h. Reports shall include a brief narrative of program activities for all CIT aspects of the services, implementation progress against milestones identified in the approved RFP response, and specific site-related challenges and successes for the reporting period.

i. Instructions for naming the files are in the Data Reporting Manual provided by the Department to CSBs that received CIT funds.

j. Include all funds, expenditures, and costs associated with these services provided to individuals residing in the CSB's service area in its Community Automated Reporting System (CARS) reports and applicable data about individuals receiving these services and service units received in its monthly CCS extracts submitted to the Department.

k. Submit quarterly data files as instructed by the Department using the Excel Data Template provided by the Department to CSBs that received CIT funds. Submit quarterly data reports within 45 calendar days of the end of the first three quarters and within 60 days of the end of the fiscal year. Submit the data files through the Department's sFTP server and upload them to

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the Jail Diversion Folder. Instructions for naming the files are in the Data Reporting Manual provided by the Department.

l. Cooperate with the Department in annual site visits and agree to participate in scheduled assessment site meetings.

9. **Forensic Services** - Upon receipt of a court order pursuant to § 19.2-169.2 of the Code of Virginia, the CSB shall provide or arrange for the provision of services to restore the individual to competency to stand trial. These services shall be delivered in the local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is currently located, or in another location suitable for the delivery of the restoration services when determined to be appropriate. These services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication management services, and other services that may be needed by the individual in order to restore him to competency and to prevent his admission to a state hospital for these services.

   a. Upon written notification from a state facility that an individual hospitalized for restoration to competency pursuant to § 19.2-169.2 of the Code of Virginia has been restored to competency and is being discharged back to the community, the CSB shall to the greatest extent possible provide or arrange for the provision of services in the local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is located, or in another location suitable for the delivery of these services to that individual to ensure the maintenance of his psychiatric stability and competency to stand trial. Services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication management services, and other services which may be needed by the individual in order prevent his readmission to a state hospital for these services. Upon receipt of a court order pursuant to § 16.1-356 of the Code of Virginia, the CSB shall provide or arrange for the provision of a juvenile competency evaluation.

   b. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall provide or arrange for the provision of services to restore a juvenile to competency to stand trial through the Department's statewide contract.

   c. Upon receipt of a court order, the CSB shall provide or arrange for the provision of forensic evaluations required by local courts in the community in accordance with State Board Policy 1041.

   d. Forensic evaluations and treatment shall be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary. The CSB shall consult with local courts in placement decisions for hospitalization of individuals with a forensic status based upon evaluation of the individual's clinical condition, need for a secure environment, and other relevant factors. The CSB's staff shall conduct an assessment of risk to provide information to the Commissioner for the determination of whether an individual with a forensic status in need of hospitalization requires placement in a civil facility or a secure facility. The CSB's staff will contact and collaborate with the Forensic Coordinator of the state hospital that serves the CSB or outside of regular business hours any other personnel designated by the state hospital to manage emergency admissions in making this determination. The CSB's assessment shall include those items required prior to admission to a state hospital.

   e. The CSB shall designate a Forensic Admissions Coordinator, a Forensic Evaluation Coordinator, and an NGRI Coordinator to collaborate with the local courts, the forensic staff of state facilities, and the Department. The CSB shall notify the Department's Director of Forensic Services of the name, title, and contact information of these designees and shall inform the Director of any changes in these designations. The CSB shall ensure that designated staff completes the forensic training designated by the Commissioner of the

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Department as meeting the requirements for completion of forensic evaluations authorized under § 19.2-169.1, § 19.2-169.5, § 19.2-182.2, and § 19.2-182.5 of the Code of Virginia.

f. The CSB shall provide discharge planning for persons found not guilty by reason of insanity. Pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia, the CSB shall provide discharge planning, collaborate with the state facility staff in preparing conditional release plans, implement the court's conditional release orders, and submit written reports to the court on the person's progress and adjustment in the community no less frequently than every six months for acquittees who have been conditionally released to a locality served by the CSB. The CSB should provide to the Department's Director of Forensic Services written monthly reports on the person's progress and adjustment in the community for their first 12 continuous months in the community for acquittees who have been conditionally released to a locality served by the CSB and copies of court orders regarding acquittees on conditional release.

g. If an individual with a forensic status does not meet the criteria for admission to a state hospital, his psychiatric needs should be addressed in the local jail, prison, detention center, or other correctional facility in collaboration with local treatment providers.

10. **Permanent Supportive Housing (PSH)** - If the CSB receives state mental health funds for PSH for adults with serious mental illness, it shall fulfill these requirements:

a. Comply with requirements in the PSH Initiative Operating Guidelines and any subsequent additions or revisions to the requirements agreed to by the participating parties. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Adult Community Behavioral Health Services in the Department.

b. Ensure that individuals receiving PSH have access to an array of clinical and rehabilitative services and supports based on the individual's choice, needs, and preferences and that these services and supports are closely coordinated with the housing-related resources and services funded through the PSH initiative.

c. Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PSH available and providing access to individuals receiving PSH for interviews.

d. Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection f below. Based on these reports, the Department may adjust the amount of state funds on a quarterly basis up to the amount of the total allocation to the CSB. The CSB shall include applicable information about individuals receiving PSH services and the services they receive in its information system and CCS Extract monthly extracts.

e. Reserve any current restricted state mental health funds for PSH that remain unspent at the end of the fiscal year to be used only for PSH activities in subsequent fiscal years as authorized by the Department.

f. Submit implementation status reports for PSH within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year to the Department. Submit data about individuals following guidance provided by the Office of Adult Community Behavioral Health and using the tools, platforms, and data transmission requirements provided by the Department. Establish mechanisms to ensure the timely and accurate collection and transmission of data. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.

g. Participate in PSH training and technical assistance in coordination with the Office of Adult

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Community Behavioral Health Services and any designated training and technical assistance providers.

11. **Residential Crisis Stabilization Units (RCSU)** - The CSB operating a RCSU shall staff and operate

    a. the unit so that it can admit individuals 24 hours per day and seven days per week.

    b. the unit shall accept any appropriate individuals under temporary detention orders (TDOs) and establish clinical criteria specifying the types of individuals under TDOs that it will accept.

    c. the CSB shall provide a copy of the criteria to the Department upon request for its review and approval. The unit shall implement a written schedule of clinical programming that covers at least eight hours of services per day and seven days per week that is appropriate for the individuals receiving crisis services and whenever possible incorporates evidence-based and best practices.

    d. the RCSU shall provide a mix of individual, group, or family counseling or therapy, case management, psycho-educational, psychosocial, relaxation, physical health, and peer- run group services; access to support groups such as Alcoholics Anonymous or Narcotics Anonymous; access to a clinical assessment that includes ASAM Level of Care and medically monitored highly intensive residential services that have the capacity for medication assisted treatment when a substance use disorder is indicated; and other activities that are appropriate to the needs of each individual receiving services and focuses on his or her recovery.

    e. the CSB shall comply with the requirements provided by the Department in its current Residential Crisis Stabilization Unit Expectations document.

12. **Regional Programs** -The CSB shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Operating Principles and the Regional Program Procedures in the Core Services Taxonomy 7.3. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program.

13. **Response to Complaints**: Pursuant to § 37.2-504 or § 37.2-605 of the Code, the CSB shall implement procedures to satisfy the requirements for a local dispute resolution mechanism for individuals receiving services and to respond to complaints from individuals receiving services, family members, advocates, or other stakeholders as expeditiously as possible in a manner that seeks to achieve a satisfactory resolution and advises the complainant of any decision and the reason for it. The CSB shall acknowledge complaints that the Department refers to it within five business days of receipt and provide follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its web site, provide copies to all individuals when they are admitted for services, and provide a copy to the Department upon request.

D. Quality of Care

1. **Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.

2. **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSBs, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed annually and updated at least every four years.

    b. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSBs, a risk management plan or participate in a local government's risk management plan. The

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CSB shall work with the Department to identify how the CSB will address quality improvement activities.

c. The CSB shall implement, in collaboration with other CSBs in its region, the state hospital(s) and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services system, regional utilization management procedures and practices.

3. **Critical Incidents:** The CSB shall implement procedures to insure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect as defined in the Department's Licensing (12VAC35-105-20) and Human Rights (12VAC35-115-30) Regulations when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

e. If any CSB employees are being paid totally with Federal Mental Health or SABG funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule. They must provide written notification to the Department to include names and titles of those employees.

f. The CSB assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith- Based Organizations Regulations, in its receipt and use of federal Mental Health Services and SABG funds and federal funds for Projects for Assistance in Transitions from Homelessness programs. Both regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

E. Reporting Requirements and Data Quality

1. **Individual Outcome and CSB Provider Performance Measures**

a.) **Measures**: Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall report the data for individual outcome and CSB provider performance measures in Exhibit B of this contract to the Department.

b.) **Individual CSB Performance Measures**: The Department may negotiate specific, time-limited measures with the CSB to address identified performance concerns or issues. The measures shall be included as Exhibit D of this contract.

c.) **Individual Satisfaction Survey**: Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SUD Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the annual QSRs and the NCI Survey for individuals covered by the DOJ Settlement Agreement.

2. **Electronic Health Record**

The CSBs shall implement and maintain an electronic health record (EHR) that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology-Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with the Department and its state hospitals and training centers and other CSBs.

3. **Reporting Requirements**

For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1030 and shall:

a.) provide monthly Community Consumer Submission (CCS) extracts that report individual characteristic and service data to the Department, as required by § 37.2- 508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and §

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1949, as amended by Public Law 106- 310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code, and as defined in the current CCS Extract Specifications, including the current Business Rules.

b.) follow the current Core Services Taxonomy 7.3 and CCS Extract Specifications, when responding to reporting requirements established by the Department;

c.) complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator;

d.) follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS Extract releases and participate in the user acceptance testing process when requested to do so by the Department;

e.) report service data on substance abuse prevention and mental health promotion services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC, but report funding, expenditure, and cost data on these services through CARS); and report service, funding, expenditure, and cost data on any other mental health promotion services through CCS Extract and CARS;

f.) supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii);

g.) report data and information required by the current Appropriation Act; and

h.) report data identified collaboratively by the Department and the CSB working

i.) through the VACSB DMC

4. **Routine Reporting Requirements**

The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS, CCS, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. The CSB shall provide the following information and meet the following reporting requirements:

a.) types and service capacities of services provided, costs for services provided, and funds received by source and amount and expenses paid by program area and for emergency and ancillary services semi-annually in CARS, and state and federal block grant funds expended by service category with the end-of-the-fiscal year CARS report;

b.) demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS;

c.) Federal Balance Report;

d.) PATH reports (mid-year and at the end of the fiscal year);

e.) amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by service category in each program area and emergency and ancillary services in the end of the fiscal year CARS report; and

f.) other reporting requirements in the current CCS Extract Specifications.

5. **Subsequent Reporting Requirements:** In accordance with State Board Policy 1030, the CSB shall work with the Department through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy

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7.3, the current CCS Extract, and the federal substance abuse Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the VACSB DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS Extract, and the TEDS and other federal reporting requirements.

6. **Data Elements:** The CSB shall work with the Department through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.
7. **Streamlining Reporting Requirements:** The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current CCS Extract to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy 7.3; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.
8. **Data Quality:** The CSB shall review data quality reports from the Department on the completeness and validity of its CCS Extract data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's CCS Extract submissions and, upon approval of the Department, shall implement the plan of correction.
9. **Providing Information:** The CSB shall provide any information requested by the Department that is related to the services, funds, or expenditures in this contract or the performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of information requested. Provision of information shall comply with applicable laws and regulations governing confidentiality, privacy, and security of information regarding individuals receiving services from the CSB.
10. **Reviews:** The CSB shall participate in the periodic, comprehensive administrative and financial review of the CSB conducted by the Department to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The CSB shall address recommendations in the review report by the dates specified in the report or those recommendations may be incorporated in an Exhibit D.
11. **Constitution of the CSB:** The resolutions or ordinances currently in effect that were enacted by the governing body or bodies of the local government or governments to establish the CSB are consistent with applicable statutory requirements in §§ 37.2-500, 37.2- 501, and 37.2-502 or §§ 37.2-601, 37.2-602, and 37.2-603 of the Code and accurately reflect the current purpose, roles and responsibilities, local government membership, number and type of CSB board member appointments from each locality, the CSB's relationship with its local government or governments, and the name of the CSB.

10. Subcontracting

A subcontract means a written agreement between the CSB and another party under which the other party performs any of the CSB's obligations. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase of services or goods by the CSB from another organization or agency or a person on behalf of an individual.

If the CSB hires an individual not as an employee but as a contractor (e.g., a part- time psychiatrist) to work in

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its programs, this does not constitute subcontracting under this section. CSB payments for rent or room and board in a non-licensed facility (e.g., rent subsidies or a hotel room) do not constitute subcontracting under this section, and the provisions of this section, except for compliance with the Human Rights regulations, do not apply to the purchase of a service for one individual.

The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its subcontracting arrangements.

Subcontracting shall comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act, § 2.1-4300 et seq. of the Code. All subcontracted activities shall be formalized in written contracts between the CSB and subcontractors. The CSB agrees to provide copies of contracts or other documents to the Department on request.

A. Subcontracts

The written subcontract shall, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies and requirements, including data reporting, applicable to the subcontractor, the maximum amount of money for which the CSB may become obligated, and the manner in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.

B. Subcontractor Compliance

The CSB shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in this contract. The CSB shall require that its subcontractors submit to the CSB all required CCS Extract data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS Extract submissions to the Department.

1. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service.

2. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board.

3. The CSB shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the CSB for individuals and are not licensed by the Department to develop and implement policies and procedures that comply with the CSB's human rights policies and procedures or to allow the CSB to handle allegations of human rights violations on behalf of individuals served by the CSB who are receiving services from such subcontractors. When it funds providers such as family members, neighbors, individuals receiving services, or others to serve individuals, the CSB may comply with these requirements on behalf of those providers, if both parties agree.

C. Subcontractor Dispute Resolution

The CSB shall include contract dispute resolution procedures in its contracts with subcontractors.

D. Quality Improvement Activities

The CSB shall, to the extent practicable, incorporate specific language in its subcontracts regarding the quality improvement activities of subcontractors. Each vendor that subcontracts with the CSB should have its own quality improvement system in place or participate in the CSB's quality improvement program.

11. Compliance with Laws

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CSB shall comply with all applicable federal, state, and local laws and regulations. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

A. HIPPA

1. The CSB shall comply with the HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements.
2. The CSB shall execute a Business Associate Agreement (BAA) initiated by the Department for any HIPAA- or 42 CFR Part 2- protected health information (PHI), personally identifiable information (PII), and other confidential data that it exchanges with the Department and its state facilities that is not covered by section 6.c.1.) a.) and f.) or 2.)c.) to ensure the privacy and security of sensitive data.
3. The CSB shall ensure sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, regional or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department.
4. The Department and its state hospitals and training centers shall comply with HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements.
5. The Department shall initiate a BAA with the CSB for any HIPAA- or 42 CFR Part 2-PHI, PII, and other confidential data that it and its state facilities exchange with the CSB that is not covered by section 6.c.1.) a.) and f.) or 2.)c.) to ensure the privacy and security of sensitive data.
6. The Department shall execute a BAA with FEI, its WaMS contractor, for the exchange of PHI, PII, and other confidential data that it or the CSB exchanges with FEI to ensure the privacy and security of sensitive data.
7. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB.

B. Employment Anti-Discrimination

1. The CSB shall conform to the applicable provisions of Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Contracting Act, the Civil Rights Act of 1991, regulations issued by Federal Granting Agencies, and other applicable statutes and regulations, including § 2.2-4310 of the Code. The CSB agrees as follows:
2. The CSB will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CSB. The CSB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. The CSB, in all solicitations or advertisements for employees placed by or on behalf of the CSB, will state that it is an equal opportunity employer.
4. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

C. Service Delivery Anti-Discrimination

1. The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Virginians

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with Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and as further stated below.

2. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.
3. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas accessible to individuals receiving services.
4. The CSB will periodically review its operating procedures and practices to insure continued conformance with applicable statutes, regulations, and orders related to non- discrimination in service delivery.

D. General State Requirements

The CSB shall comply with applicable state statutes and regulations, State Board regulations and policies, and Department procedures, including the following requirements.

E. Conflict of Interests

Pursuant to § 2.2-3100.1 of the Code, the CSB shall ensure that new board members are furnished with receive a copy of the State and Local Government Conflict of Interests Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act.

The CSB shall ensure board members and applicable CSB staff receive training on the act. If required by § 2.2-3115 of the Code, CSB board members and staff shall file annual disclosure forms of their personal interests and such other information as is specified on the form set forth in § 2.2-3118 of the Code. Board members and staff shall comply with the Conflict of Interests Act and related policies adopted by the CSB board of directors.

F. Freedom of Information

Pursuant to § 2.2-3702 of the Code, the CSB shall ensure that new board members are furnished with a copy of the Virginia Freedom of Information Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act.

The CSB shall ensure board members and applicable staff receive training on the act. Board members and staff shall comply with the Freedom of Information Act and related policies adopted by the CSB by the CSB board of directors.

G. Protection of Individuals Receiving Services

1. **Human Rights:** The CSB shall comply with the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*. In the event of a conflict between any of the provisions in this contract and provisions in these regulations, the applicable provisions in the regulations shall apply.

   The CSB shall cooperate with any Department investigation of allegations or complaints of human rights violations, including providing any information needed for the investigation as required under state law and as permitted under 45 CFR § 164.512 (d) in as expeditious a manner as possible.

2. **Disputes:** The filing of a complaint as outlined in the Human Rights Regulations by an individual or his or her family member or authorized representative shall not adversely affect the quantity, quality, or timeliness of services provided to that individual unless an action that produces such an effect is based on clinical or safety considerations and is documented in the individual's individualized services plan.

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H. Licensing

The CSB shall comply with the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services.* The CSB shall establish a system to ensure ongoing compliance with applicable licensing regulations. CSB staff shall provide copies of the results of licensing reviews, including scheduled reviews, unannounced visits, and complaint investigations, to all members of the CSB board of directors in a timely manner and shall discuss the results at a regularly scheduled board meeting. The CSB shall adhere to any licensing guidance documents published by the Department.

I. Program and Service Reviews

The Department may conduct or contract for reviews of programs or services provided or contracted by the CSB under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention, as permitted under 45 CFR § 164.512 (a), (d), and (k) (6) (ii) and as part of its health oversight functions under § 32.1-127.1:03 (D) (6) and § 37.2-508 or § 37.2-608 of the Code or with a valid authorization by the individual receiving services or his authorized representative that complies with the *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule. The CSB shall provide ready access to any records or other information necessary for the Department to conduct program or service reviews or investigations of critical incidents.

J. Consideration of Department Comments or Recommendations

The executive director and CSB board members shall consider significant issues or concerns raised by the Commissioner of the Department at any time about the operations or performance of the CSB and shall respond formally to the Department, collaborating with it as appropriate, about these issues or concerns.

K. State Facility Services

1. **Availability:** The Department shall make state facility services available, if appropriate, through its state hospitals and training centers when individuals located in the CSB's service area meet the admission criteria for these services.

2. **Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512(k) (6) (ii). The Department shall distribute reports to CSBs on state hospital and training center bed utilization by the CSB for all types of beds (adult, geriatric, child and adolescent, and forensic) and for TDO admissions and bed day utilization.

3. **Continuity of Care:** The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035, to support service linkages with the CSB, including adherence to the applicable continuity of care procedures, and the current Exhibit K and other applicable document provided by the Department. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.

4. **Medical Screening and Medical Assessment**: When working with CSBs and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the current Medical Screening and Medical Assessment Guidance Materials. The state hospital staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.

5. **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent

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possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.

L. Quality of Care

The Department in collaboration with the VACSB Data Management and Quality Leadership Committees and the VACSB/DBHDS Quality and Outcomes Committee shall identify individual outcome, CSB provider performance, individual satisfaction, individual and family member participation and involvement measures, and quality improvement measures, pursuant to § 37.2-508 or § 37.2-608 of the Code, and shall collect information about these measures and work with the CSB to use them as part of the Continuous Quality Improvement Process described in Appendix E of the CSB Administrative Requirements to improve services.

M. Department CSB Performance Measures Data Dashboard

The Department shall develop a data dashboard to display the CSB Performance Measures in Exhibit B, developed in collaboration with the CSB, and disseminate it to CSBs. The Department shall work with the CSB to identify and implement actions to improve the CSB's ranking on any outcome or performance measure on which it is below the benchmark.

N. Utilization Management

The Department shall work with the CSBs, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance use disorder services system to implement regional utilization management procedures and practices.

O. Human Rights

The Department shall operate the statewide human rights system described in the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental* Services, by monitoring compliance with the human rights requirements in those regulations.

P. Licensing

The Department shall license programs and services that meet the requirements in the current *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*, and conduct licensing reviews in accordance with the provisions of those regulations. The Department shall respond in a timely manner to issues raised by the CSB regarding its efforts to coordinate and monitor services provided by independent providers licensed by the Department.

Q. Peer Review Process

The Department shall implement a process in collaboration with volunteer CSBs to ensure that at least five percent of community mental health and substance abuse programs receive independent peer reviews annually, per federal requirements and guidelines, to review the quality and appropriateness of services. The Department shall manage this process to ensure that peer reviewers do not monitor their own programs.

R. Electronic Health Record (EHR)

The Department shall implement and maintain an EHR in its central office and state hospitals and training centers that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology- Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with CSBs.

S. Reviews

The Department shall review and take appropriate action on audits submitted by the CSB in accordance with the provisions of this contract and the CSB Administrative Requirements. The Department may conduct a periodic, comprehensive administrative and financial review of the CSB to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The Department shall present a report of the review to the CSB and monitor the CSB's implementation of any recommendations in the report.

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12. Reporting and Data Quality Requirements

A. In accordance with State Board Policy 1030, the Department shall work with CSBs through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy 7.3, the current CCS Extract, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements.

B. The Department also shall work with CSBs through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, current CCS Extract, and TEDS and other federal reporting requirements.

C. The Department shall work with the CSB through the DMC to develop and implement any changes in data platforms used, data elements collected, or due dates for existing reporting mechanisms, including CCS Extract, CARS, WaMS, FIMS, and the current prevention data system and stand-alone spreadsheet or other program- specific reporting processes.

D. Community Consumer Submission: The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS Extract, which reports individual characteristic and service data that is required under § 37.2-508 or
§ 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, §1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, to the Department and is defined in the current CCS Extract Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSBs through CCS Extract as permitted under 45 CFR§§ 164.506 (c) (1) and (3) and 164.512 (a) (1) of the HIPAA regulations and § 32.1- 127.1:03.D (6) of the Code and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code and HIPAA.

The Department shall follow the user acceptance testing process described in Addendum I Administrative Requirements and Processes and Procedures for new CCS Extract releases.

E. Data Elements: The Department shall work with CSBs through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible. The Department shall work with the CSB through the DMC to develop, implement, maintain, and revise or update a mutually agreed upon electronic exchange mechanism that will import all information related to the support coordination or case management parts of the ISP (parts I-IV) and VIDES about individuals who are receiving DD Waiver services from CSB EHRs into WaMS. If the CSB does not use or is unable to use the data exchange, it shall enter this data directly into WaMS.

F. Streamlining Reporting Requirements: The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS Extract to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy 7.3; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

G. Data Quality: The Department shall provide data quality reports to the CSB on the completeness and validity of its CCS Extract data to improve data quality and integrity. The Department may require the CSB executive director to develop and implement a plan of correction to remedy persistent deficiencies in the CSB's CCS Extract submissions. Once approved, the Department shall monitor the plan of correction and the CSB's ongoing data quality. The Department may address persistent deficiencies that are not resolved through this process with an Individual CSB Performance Measure in Exhibit D.

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H. Surveys: The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, reissued by the Commissioner.

13. Communication

A. The Department shall provide technical assistance and written notification to the CSB regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department.

B. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract.

C. The Department shall provide any information requested by the CSB that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested.

D. The Department shall issue new or revised policy, procedure, and guidance documents affecting CSBs via letters, memoranda or emails from the Commissioner, Deputy Commissioner, or applicable Assistant Commissioner to CSB executive directors and other applicable CSB staff and post these documents in an easily accessible place on its web site within 10 business days of the date on which the documents are issued via letters, memoranda, or emails.

14. Department Comments or Recommendations on CSB Operations or Performance

The Commissioner of the Department may communicate significant issues or concerns about the operations or performance of the CSB to the executive director and CSB board members for their consideration, and the Department agrees to collaborate as appropriate with the executive director and CSB board members as they respond formally to the Department about these issues or concerns.

15. Compliance and Dispute Resolution

The Department may utilize a variety of remedies, including requiring a corrective action plan, delaying payments, reducing allocations or payments, and terminating the contract, to assure CSB compliance with this contract. Specific remedies, described in Exhibit E of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.

In accordance with subsection E of § 37.2-508 or § 37.2-608 of the Code, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in this section and after affording the CSB an adequate opportunity to use the dispute resolution process described in this of this contract. The Department shall deliver a written notice specifying the cause to the CSB's board chairperson and executive director at least 75 days prior to the date of actual termination of the contract. In the event of contract termination under these circumstances, only payment for allowable services rendered by the CSB shall be made by the Department.

A. Disputes: Resolution of disputes arising from Department contract compliance review and performance management efforts or from actions by the CSB related to this contract may be pursued through the dispute resolution process in this section, which may be used to appeal only the following conditions:

1.) reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government or by adjustment of allocations or payments pursuant to section 5 of this contract;
2.) termination or suspension of the contract, unless funding is no longer available; 3.) refusal to negotiate or execute a contract modification;
3.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or
4.) determination that an expenditure is not allowable under this contract.

B. Remediation Process: The Department and the CSB shall use the remediation process mentioned in

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subsection E of § 37.2-508 or § 37.2-608 of the Code to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of all or a portion of the contract in accordance with the provisions of this section. The parties shall develop the details of this remediation process and add them as an Exhibit D of this contract. This exhibit shall:

1.) describe the situation or condition, such as a pattern of failing to achieve a satisfactory level of performance on a significant number of major outcome or performance measures in the contract, that if unresolved could result in termination of all or a portion of the contract;

2.) require implementation of a plan of correction with specific actions and timeframes approved by the Department to address the situation or condition; and

3.) include the performance measures that will document a satisfactory resolution of the situation or condition.

4.) If the CSB does not implement the plan of correction successfully within the approved timeframes, the Department, as a condition of continuing to fund the CSB, may request changes in the management and operation of the CSB's services linked to those actions and measures in order to obtain acceptable performance. These changes may include realignment or re-distribution of state-controlled resources or restructuring the staffing or operations of those services. The Department shall review and approve any changes before their implementation. Any changes shall include mechanisms to monitor and evaluate their execution and effectiveness.

C. Dispute Resolution Process: Disputes arising from any of the conditions in this section of this contract shall be resolved using the following process:

1.) Within 15 calendar days of the CSB's identification or receipt of a disputable action taken by the Department or of the Department's identification or receipt of a disputable action taken by the CSB, the party seeking resolution of the dispute shall submit a written notice to the Department's OMS Director, stating its desire to use the dispute resolution process. The written notice must describe the condition, nature, and details of the dispute and the relief sought by the party.

2.) The OMS Director shall review the written notice and determine if the dispute falls within the conditions listed in section 16.A. If it does not, the OMS Director shall notify the party in writing within seven days of receipt of the written notice that the dispute is not subject to this dispute resolution process. The party may appeal this determination to the Commissioner in writing within seven days of its receipt of the Director's written notification.

3.) If the dispute falls within the conditions listed in this section, the OMS Director shall notify the party within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct an administrative hearing.

4.) Within 15 days of notification to the party, a panel of three or five disinterested persons shall be appointed to hear the dispute.
   i. The CSB shall appoint one or two members; the Commissioner shall appoint one or two members; and the appointed members shall appoint the third or fifth member.
   ii. Each panel member will be informed of the nature of the dispute and be required to sign a statement indicating that he has no interest in the dispute.
   iii. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.

5.) The OMS Director shall contact the parties by telephone and arrange for a panel hearing at a mutually convenient time, date, and place. The panel hearing shall be scheduled not more than 15 days after the appointment of panel members. Confirmation of the time, date, and place of the hearing will be communicated to all parties at least seven days in advance of the hearing.

6.) The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.

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7.) Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.
8.) The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (a.) fraudulent, arbitrary, or capricious; (b.) so grossly erroneous as to imply bad faith; (c.) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious; or (d.) not within the CSB's purview.
9.) The final decision shall be sent by certified mail to both parties no later than 60 days after receipt of the written notice from the party invoking the dispute resolution process.
10.) Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.
11.) The CSB or the Department may seek judicial review of the final decision to terminate the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

16. Liability

The CSB shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The CSB shall obtain and maintain sufficient liability insurance to cover claims for bodily injury and property damage and suitable administrative or directors and officers liability insurance. The CSB may discharge these responsibilities by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The CSB shall provide a copy of any policy or program to the Department upon request. This contract is not intended to and does not create by implication or otherwise any basis for any claim or cause of action by a person or entity not a party to this contract arising out of any claimed violation of any provision of this contract, nor does it create any claim or right on behalf of any person to services or benefits from the CSB or the Department.

17. Severability

Each paragraph and provision of this contract is severable from the entire contract, and the remaining provisions shall nevertheless remain in full force and effect if any provision is declared invalid or unenforceable.

Counterparts and Electronic Signatures: Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

Signatures

In witness thereof, the Department and the CSB have caused this performance contract to be executed by the following duly authorized officials.

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FY 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT

VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

By: _____
DocuSigned by:
Alison Land
648C7B1925394F8...

Name: Alison G. Land, FACHE

Title: Commissioner

Date: 6/22/2021 | 11:14 AM EDT

COMMUNITY SERVICES BOARD NAME Northwestern Community Services

By: _____
DocuSigned by:
Philip Pate
42B29642B93F425...

Name: [CHAIRPERSON NAME]
Philip Pate

Title: Chairperson

Date: 6/22/2021 | 1:56 PM PDT

By: _____
DocuSigned by:
Philip Pate
42B29642B93F425...

Name: [EXECUTIVE DIRECTOR NAME]
Philip Pate

Title: Executive Director

Date: 6/22/2021 | 1:56 PM PDT

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Exhibit L: List of Acronyms			
Acronym	**Name**	**Acronym**	**Name**
ACE	Adverse Childhood Experiences	NCI	National Core Indicators
ACT	Assertive Community Treatment (ACT) – Effective 7.1.2021		
BAA	Business Associate Agreement (for HIPAA compliance)	NGRI	Not Guilty by Reason of Insanity
CARS	Community Automated Reporting System	OMS	Office of Management Services
CCS	Community Consumer Submission	PACT	Program of Assertive Community Treatment– Retired as of 7.1.2021, See Assertive Community Treatment (ACT)
CFR	Code of Federal Regulations	PATH	Projects for Assistance in Transition from Homelessness
CIT	Crisis Intervention Team	PHI	Protected Health Information
CPMT	Community Policy and Management Team (CSA)	PII	Personally Identifiable Information
CQI	Continuous Quality Improvement	PSH	Permanent Supportive Housing
CRC	Community Resource Consultant (DD Waivers)	QSR	Quality Service Reviews
CSA	Children's Services Act (§ 2.2-5200 et seq. of the Code)	RCSU	Residential Crisis Stabilization Unit
CSB	Community Services Board	RDAP	Regional Discharge Assistance Program
DAP	Discharge Assistance Program	REACH	Regional Education Assessment Crisis Services Habilitation
DBHDS	Department	RFP	Request for Proposal
DD	Developmental Disabilities	RMG	Regional Management Group
Department	Department of Behavioral Health and Developmental Services	RST	Regional Support Team (DD Waivers)
DMAS	Department of Medical Assistance Services (Medicaid)	RUMCT	Regional Utilization Management and Consultation Team
DOJ	Department of Justice (U.S.)	SABG	Federal Substance Abuse Block Grant
EBL	Extraordinary Barriers to Discharge List	SDA	Same Day Access
EHR	Electronic Health Record	sFTP	Secure File Transfer Protocol
FTE	Full Time Equivalent	SPF	Strategic Prevention Framework
HIPAA	Health Insurance Portability and Accountability Act of 1996	TDO	Temporary Detention Order
ICC	Intensive Care Coordination (CSA)	VACSB	Virginia Association of Community Services Boards
ICF	Intermediate Care Facility	VIDES	Virginia Individual DD Eligibility Survey
IDAPP	Individualized Discharge Assistance Program Plan	WaMS	Waiver Management System (DD Waivers)
LIPOS	Local Inpatient Purchase of Services	SPQM	Service Process Quality Management

FY2022 And FY2023 Community Services Performance Contract

FY 2022 Exhibit A: Resources and Services

Northwestern Community Services

Consolidated Budget (Pages AF-3 through AF-12)				
Funding Sources	**Mental Health (MH) Services**	**Developmental (DV) Services**	**Substance Use Disorder (SUD) Services**	**TOTAL**
State Funds	6,306,003	177,847	1,740,970	8,224,820
Local Matching Funds	102,008	276,880	1,078,376	1,457,264
Total Fees	6,576,285	1,837,492	1,257,231	9,671,008
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	158,475	0	1,557,613	1,716,088
Other Funds	127,540	0	0	127,540
State Retained Earnings	468,295	0	0	468,295
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	**13,738,606**	**2,292,219**	**5,634,190**	**21,665,015**
State Funds One-Time	0	0	0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	**0**	**0**	**0**	**0**
TOTAL ALL FUNDS	**13,738,606**	**2,292,219**	**5,634,190**	**21,665,015**

Cost for MH/DV/SUD Services	**11,808,833**	**2,584,336**	**3,943,483**	**18,336,652**

Cost for Emergency Services (AP-4)	**2,944,372**
Cost for Ancillary Services (AP-4)	**383,991**

Total Cost for Services	**21,665,015**

Local Match Computation	
Total State Funds	8,224,820
Total Local Matching Funds	1,457,264
Total State and Local Funds	9,682,084
Total Local Match % (Local / Total State + Local)	**15.05%**

CSB Administrative Percentage	
Administrative Expenses	2,701,735
Total Cost for Services	21,665,015
Admin / Total Expenses	**12.47%**

FY2022 And FY2023 Community Services Performance Contract
FY 2022 Exhibit A: Resources and Services

Northwestern Community Services

Financial Comments

Comment1	MH State Retained Earnings Consists of the following:
Comment2	CITAC Funds $344,055
Comment3	Rural Jail Diversion $124,240
Comment4	
Comment5	
Comment6	
Comment7	
Comment8	
Comment9	
Comment10	
Comment11	
Comment12	
Comment13	
Comment14	
Comment15	
Comment16	
Comment17	
Comment18	
Comment19	
Comment20	
Comment21	
Comment22	
Comment23	
Comment24	
Comment25	

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

Mental Health (MH) Services

Northwestern Community Services

Funding Sources	Funds
FEES	
MH Medicaid Fees	5,918,656
MH Fees: Other	657,629
Total MH Fees	6,576,285
MH Transfer Fees In/(Out)	0
MH Net Fees	6,576,285
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)	66,949
MH FBG Young Adult SMI (93.958)	0
MH FBG Crisis Services (93.958)	0
MH FBG SMI (93.958)	91,526
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	91,526
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	91,526
MH Federal PATH (93.150)	0
MH Federal COVID Emergency Grant (93.665)	
MH Other Federal - DBHDS	0
MH Other Federal - COVID Support	
MH Other Federal - CSB	0
Total MH Federal Funds	158,475
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	0
Total Net MH Acute Care - Restricted	0
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	225,500
Total Net MH Regional DAP - Restricted	225,500
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	0
Total Net MH Crisis Stabilization - Restricted	0
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net MH Transfers from DBHDS Facilities	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0
Total Net MH Expanded Community Capacity	0

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

Mental Health (MH) Services

Northwestern Community Services

Funding Sources	Funds
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	0
Total Net MH First Aid and Suicide Prevention	**0**
MH STEP-VA Outpatient (Fiscal Agent)	620,406
MH STEP-VA Outpatient Transfer In/(Out)	0
Total Net MH STEP-VA Outpatient	**620,406**
MH STEP-VA Crisis (Fiscal Agent)	0
MH STEP-VA Crisis Transfer In/(Out)	0
Total Net MH STEP-VA Crisis	**0**
MH STEP-VA Clinician's Crisis Dispatch (Fiscal Agent)	0
MH STEP-VA Clinician's Crisis Dispatch Transfer In/(Out)	0
Total Net MH STEP-VA Clinician's Crisis Dispatch	**0**
MH STEP-VA Peer Support (Fiscal Agent)	132,760
MH STEP-VA Peer Support Transfer In/(Out)	0
Total Net MH STEP-VA Peer Support	**132,760**
MH STEP-VA Veteran's Services (Fiscal Agent)	99,269
MH STEP-VA Veteran's Services Transfer In/(Out)	0
MH STEP-VA Veteran's Services	**99,269**
MH Forensic Discharge Planning (Fiscal Agent)	0
MH Forensic Discharge Planning Transfer In/(Out)	0
Total Net MH Forensic Discharge Planning	**0**
MH Permanent Supportive Housing (Fiscal Agent)	499,898
MH Permanent Supportive Housing Transfer In/(Out)	0
Total Net MH Permanent Supportive Housing	**499,898**
MH Recovery (Fiscal Agent)	0
MH Other Merged Regional Funds (Fiscal Agent)	950,857
MH State Regional Deaf Services (Fiscal Agent)	139
MH Total Regional Transfer In/(Out)	0
Total Net MH Unrestricted Regional State Funds	**950,996**
Total Net MH Regional State Funds	**2,528,829**
<u>Children State Funds</u>	
MH Child & Adolescent Services Initiative	113,382
MH Children's Outpatient Services	75,000
MH Juvenile Detention	65,880
Total MH Restricted Children's Funds	**254,262**
MH State Children's Services	25,000
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	**25,000**
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	130,000
Total Net MH Restricted Crisis Response & Child Psychiatry	**130,000**
Total State MH Children's Funds (Restricted for Children)	**409,262**

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

Mental Health (MH) Services

Northwestern Community Services

Funding Sources	Funds
Other State Funds	
MH Law Reform	331,492
MH Pharmacy - Medication Supports	115,000
MH Jail Diversion Services	0
MH Rural Jail Diversion	92,914
MH Docket Pilot JMHCP Match	0
MH Adult Outpatient Competency Restoration Services	0
MH CIT-Assessment Sites	0
MH Expand Telepsychiatry Capacity	14,000
MH PACT	850,000
MH PACT - Forensic Enhancement	0
MH Gero-Psychiatric Services	0
MH STEP-VA - SDA, Primary Care Screening and Ancillary Services	492,743
MH Young Adult SMI	0
Total MH Restricted Other State Funds	**1,896,149**
MH State Funds	1,471,763
MH State NGRI Funds	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	**1,471,763**
Total MH Other State Funds	**3,367,912**
Total MH State Funds	**6,306,003**
OTHER FUNDS	
MH Other Funds	127,540
MH Federal Retained Earnings	0
MH State Retained Earnings	468,295
MH State Retained Earnings - Regional Programs	0
MH Other Retained Earnings	0
Total MH Other Funds	**595,835**
LOCAL MATCHING FUNDS	
MH Local Government Appropriations	102,008
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	**102,008**
Total MH Funds	**13,738,606**
MH ONE-TIME FUNDS	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH One-Time State Funds	0
MH One-Time Restricted State Funds	0
Total One-Time MH Funds	**0**
Total MH All Funds	**13,738,606**

FY2022 Exhibit A: Resources and Services

Developmental Services (DV)
Northwestern Community Services

Funding Sources	Funds
FEES	
DV Medicaid DD Waiver Fees	0
DV Other Medicaid Fees	0
DV Medicaid ICF/IDD Fees	1,836,574
DV Fees: Other	918
Total DV Fees	1,837,492
DV Transfer Fees In/(Out)	0
DV Net Fees	1,837,492
FEDERAL FUNDS	
DV Other Federal - DBHDS	0
DV Other Federal - COVID Support	0
DV Other Federal - CSB	0
Total DV Federal Funds	0
STATE FUNDS	
DV State Funds	177,847
DV OBRA Funds	0
Total DV Unrestricted State Funds	177,847
DV Trust Fund (Restricted)	0
DV Rental Subsidies	0
DV Guardianship Funding	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In/(Out)	0
Total Net DV Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In/(Out)	0
Total Net DV Crisis Stabilization -Children	0
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net DV Transfers from DBHDS Facilities	0
Total DV Restricted State Funds	0
Total DV State Funds	177,847

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

Developmental Services (DV)

Northwestern Community Services

Funding Sources	Funds
OTHER FUNDS	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings-Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	**0**
LOCAL MATCHING FUNDS	
DV Local Government Appropriations	276,880
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	**276,880**
Total DV Funds	**2,292,219**
DV ONE-TIME FUNDS	
DV One-Time State Funds	0
DV One-Time Restricted State Funds	0
Total One-Time DV Funds	**0**
Total DV All Funds	**2,292,219**

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Northwestern Community Services

Funding Sources	Funds
FEES	
SUD Medicaid Fees	1,118,936
SUD Fees: Other	138,295
Total SUD Fees	**1,257,231**
SUD Transfer Fees In/(Out)	0
Sud Net Fees	**1,257,231**
FEDERAL FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	400,532
SUD FBG SARPOS (93.959)	92,780
SUD FBG Jail Services (93.959)	0
SUD FBG Co-Occurring (93.959)	9,643
SUD FBG New Directions (93.959)	0
SUD FBG Recovery (93.959)	0
SUD FBG MAT - Medically Assisted Treatment (93.959)	0
Tota SUD FBG Alcohol/Drug Treatment Funds	**502,955**
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	78,127
Total SUD FBG Women Funds	**78,127**
SUD FBG Prevention (93.959)	151,531
SUD FBG Prev-Family Wellness (93.959)	0
Total SUD FBG Prevention Funds	**151,531**
SUD Federal COVID Emergency Grant (93.665)	0
SUD Federal YSAT – Implementation (93.243)	0
SUD Federal Opioid Response – Recovery (93.788)	400,000
SUD Federal Opioid Response – Treatment (93.788)	425,000
SUD Federal Opioid Response – Prevention (93.788)	0
Total SUD Federal Opioid Response Funds (93.788)	**825,000**
SUD Other Federal - DBHDS	0
SUD Other Federal - COVID Support	0
SUD Other Federal - CSB	0
Total SUD Federal Funds	**1,557,613**

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Northwestern Community Services

Funding Sources	Funds
STATE FUNDS	
Regional Funds	
SUD Facility Reinvestment (Fiscal Agent)	0
SUD Facility Reinvestment Transfer In/(Out)	0
Total Net SUD Facility Reinvestment	**0**
SUD Transfers from DBHDS Facilities (Fiscal Agent)	0
SUD Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net SUD Transfers from DBHDS Facilities	**0**
SUD Community Detoxification (Fiscal Agent)	0
SUD Community Detoxification – Transfer In/(Out)	19,200
Total Net SUD Community Detoxification	**19,200**
SUD STEP-VA (Fiscal Agent)	0
SUD STEP-VA - Transfer In/(Out)	0
Total Net SUD STEP-VA - Restricted	**0**
Total Net SUD Regional State Funds	**19,200**
Other State Funds	
SUD Women (includes LINK at 4 CSBs) (Restricted)	16,200
SUD MAT - Medically Assisted Treatment	130,000
SUD Permanent Supportive Housing Women	331,518
SUD SARPOS	43,944
SUD Recovery	130,425
Total SUD Restricted Other State Funds	**652,087**
SUD State Funds	1,069,683
SUD Region V Residential	0
SUD Jail Services/Juvenile Detention	0
SUD HIV/AIDS	0
Total SUD Unrestricted Other State Funds	**1,069,683**
Total SUD Other State Funds	**1,721,770**
Total SUD State Funds	**1,740,970**
OTHER FUNDS	
SUD Other Funds	0
SUD Federal Retained Earnings	0
SUD State Retained Earnings	0
SUD State Retained Earnings-Regional Programs	0
SUD Other Retained Earnings	0
Total SUD Other Funds	**0**
LOCAL MATCHING FUNDS	
SUD Local Government Appropriations	1,078,376
SUD Philanthropic Cash Contributions	0

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Northwestern Community Services

Funding Sources	Funds
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
Total SUD Local Matching Funds	1,078,376
Total SUD Funds	5,634,190
SUD ONE-TIME FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK-6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD FBG Recovery (93.959)	0
SUD One-Time State Funds	0
SUD One-Time Restricted State Funds	0
Total SUD One-Time Funds	0
Total All SUD Funds	5,634,190

FY2022 And FY2023 Community Services Performance Contract

FY 2022 Exhibit A: Resources and Services

Local Government Tax Appropriations

Northwestern Community Services

City/County	Tax Appropriation
Winchester City	251,219
Frederick County	416,507
Clarke County	96,350
Shenandoah County	253,000
Page County	97,442
Warren County	342,746
Total Local Government Tax Funds:	1,457,264

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Resources and Core Services Costs by Program Area

Northwestern Community Services

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	13,738,606	2,292,219	5,634,190			21,665,015
Cost for MH, DV, SUD, Emergency, and Ancillary Services	11,808,833	2,584,336	3,943,483	2,944,372	383,991	21,665,015
Difference	1,929,773	-292,117	1,690,707	-2,944,372	-383,991	0

Difference results from

Other: 0

Explanation of Other in Table Above:

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

CSB 100 Mental Health Services

Northwestern Community Services

Report for Form 11

Core Services	Projected Service Capacity		Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	2.5	FTEs		$1,077,428
312 Medical Services	12	FTEs		$2,385,227
350 Assertive Community Treatment	11	FTEs		$1,365,597
320 Case Management Services	38	FTEs		$4,667,784
425 Mental Health Rehabilitation	46	Slots		$1,202,713
521 Intensive Residential Services	21.5	Beds		$602,123
581 Supportive Residential Services	3	FTEs		$507,961
		Totals		**$11,808,833**

Form 11A: Pharmacy Medication Supports	Number of Consumers
803 Total Pharmacy Medication Supports Consumers	70

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

CSB 200 Developmental Services

Northwestern Community Services

Report for Form 21

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
320 Case Management Services	21 FTEs		$2,282,340
430 Sheltered Employment	9.9 Slots		$70,527
581 Supportive Residential Services	2 FTEs		$231,469
	Totals		**$2,584,336**

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services

Northwestern Community Services

Report for Form 31

Core Services	Projected Service Capacity		Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	13	FTEs		$1,716,335
312 Medical Services	0.19	FTEs		$24,698
313 Intensive Outpatient Services	4.5	FTEs		$355,410
335 Medication Assisted Treatment Services	6.75	FTEs		$825,000
320 Case Management Services	1.75	FTEs		$298,725
521 Intensive Residential Services	0.21	Beds		$177,092
581 Supportive Residential Services	1.25	FTEs		$388,683
610 Prevention Services	2.4	FTEs		$157,540
	Totals			**$3,943,483**

FY2022 And FY2023 Community Services Performance Contract

FY2022 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Northwestern Community Services

Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	22.25 FTEs		$2,944,372
390 Consumer Monitoring Services	1 FTEs		$107,080
720 Assessment and Evaluation Services	4 FTEs		$276,911
	Totals		**$3,328,363**

Table 2: Board Management Salary Costs

Name of CSB: Northwestern Community Services

FY 2022

Table 2a: Management Position Title	FY 2022 Beginning	Salary Range Ending	Budgeted Tot. Salary Cost	Tenure (yrs)
Executive Director	$154,547.00	$154,547.00	$154,547.00	5.80

Table 2: Integrated Behavioral and Primary Health Care Questions

1. Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?

Yes

2. If yes, who is the partner?

- ☐ a federally qualified health center
  - Name:
- ☑ a free clinic
  - Name: St. Luke and Shenandoah County Free Clinic
- ☐ a local health department, or
  - Name:
- ☑ another organization
  - Name: Shenandoah Pediatrics

3. Where is primary health (medical) care provided?

- ☐ on-site in a CSB program,
- ☑ on-site at the primary health care provider, or
- ☐ another site --specify:

4. Where is behavioral health care provided?

- ☐ on-site in a CSB program,
- ☑ on-site at the primary health care provider, or
- ☐ another site --specify:

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF 1
July 20, 2021	G-4	Adoption of Director of Technology Job Description and Grade Placement	

EXPLANATION & SUMMARY:

Please see the attached job description for a Director of Technology (IT). This position was discussed during the recent budget process for FY 2021-2022. We are recommending it be placed on the County's salary scale at Grade 25 (range from $85,001.14 - $129,339.28).

PROPOSED OR SUGGESTED MOTION:

(1) I move that the Board of Supervisors adopt the Director of Technology (Grade 25) job description with grade in the County's compensation plan.

-OR-

(2) I move that the Board of Supervisors not adopt the Director of Technology job description and grade placement.

-OR-

(3) I move that this matter be postponed until _____ for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Taryn Logan, TGL Deputy County Administrator		

Director of Technology

GENERAL DEFINITION OF WORK: *FLSA Status: Exempt*

Oversees the technology operations of County departments; Performs a wide range of IT work, providing assistance to each department as needed; does related work as required.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Oversee the acquisition and maintenance of all County information systems hardware and software.
- Create specifications to standardize all technology equipment purchases.
- Supervises and works directly with information technology staff for direction and deployment of systems.
- Oversee the acquisition and maintenance of public safety communications systems and equipment.
- Provide direct technical support to all departments.
- Develop and oversee the annual technology budget.
- Ensure the consistency and maintainability of existing applications by creating, maintaining, and enforcing standards/procedures for implementing technical solutions.
- Produce detailed timeline for each application release and implement effective project control by monitoring the progress of the software release and reporting the status.
- Deploy and manage mobile phone systems and mobile data systems.
- Promote a long-range vision and approach for County technologies.
- Consistently evaluates effectiveness of information outlets and adjusts for maximum efficiency and clarity of message.
- Other duties as assigned by the County Administrator.

KNOWLEDGE, SKILLS AND ABILITIES:

Successful candidate must possess comprehensive knowledge of data processing systems, concepts, and methodologies as well as a general understanding of media systems and media outlets; thorough knowledge of business and management principles involved in strategic planning and practical application of engineering science and technology; general knowledge of video production; the ability to interpret and analyze technical and statistical information and to prepare and present technical oral and written reports; and strong oral, written, and visual communication skills.

EDUCATION AND EXPERIENCE:

A minimum of 10 years of experience working in the information technology field is required. Graduation from an accredited college or university or equivalent is required along with additional technical training or related college coursework. Knowledge of Windows and Windows Server is required. Familiarity with Voice Over IP is preferable. Experience working in a public safety environment such as the Sheriff's Office and Fire and Rescue is desirable.

PHYSICAL REQUIREMENTS:

Duties performed typically in an office setting. Frequent walking, standing, sitting, stooping, lifting up to approximately 30 pounds, and occasional lifting of equipment such as technology equipment weighing up to approximately 75 pounds may be required. Frequent operation of a vehicle and office equipment is required. Vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, noise, and hazards. Contact with staff members is required. Occasional contact with technology professionals may be required. Frequent contact with vendors and other technicians by phone, email, or in person is necessary.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF 1
July 20, 2021	G-5	Adoption of Position Regrading – Deputy Finance Director	

EXPLANATION & SUMMARY:

The position of Deputy Finance Director has been vacant for several years. It is recommended that the position be moved from Grade 19 ($ 63,426.25 - $ 96,510.56) to Grade 20 ($ 66,607.31 - $ 101,350.87) to accommodate market changes.

The position was funded as part of the Fiscal Year 2021-2022 budget.

PROPOSED OR SUGGESTED MOTION:

(1) I move that the Board of Supervisors approve the reclassification of the Deputy Finance Director position from Grade 19 to Grade 20.

-OR-

(2) I move that the Board of Supervisors do not approve the reclassification of the Deputy Finance Director position.

-OR-

(3) I move that this matter be postponed until _____ for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Taryn Logan, Deputy County Administrator TGL		

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT – Authorization to Purchase Three Ambulance Transport Units	PAGE 1 OF 9
07/20/2021	G-6		

EXPLANATION & SUMMARY:

The Department of Fire and Rescue Services has completed a detailed analysis of the status of the Departments Fleet of Ambulance Transport Units. This analysis has identified an immediate need to replace three existing transport units. These units are identified as beyond their usable life and are costing an excessive amount in maintenance cost to be serving as frontline response vehicles. The purchase of three new transport units will allow the Department to implement a rotation of the existing fleet in attempt to prolong the usable life of the vehicle.

The Department took an approach by soliciting bids and meeting with vendors to ensure the Department was selecting a unit that meets the needs of the County. The Department is recommending purchasing three of the following:

2022 Ford F-450 4x4 Wheeled Coach Type I Ambulance Transport Units with a Stryker Power Pro Stretcher and Power Load System from Atlantic Emergency Solutions.

This unit is noted to be comparable to the current vehicles in fleet at a $16,168 less cost per unit.

Staff has reviewed all contractual obligations, warranty provisions and have verified that all meet the Departments Standards. A copy of the purchase agreement and proposal has been included in your packet.

COSTS & FINANCING:

The cost of the three proposed ambulance transport units is $248,202.00 each for a total purchase price of $744.605.00.

The Department of Fire and Rescue Services Cost Recovery Program allocated $310,000 in FY20-21 and FY21-22 for the replacement of emergency apparatus. These funds were unspent in FY20-21 and rolled to the Department Special Projects Fund Balance. The appropriations for FY21-22 were appropriated in the budget process. These funds coupled with the reimbursement funds from the Virginia Office of Emergency Medical Services Four-for-Life Funds will provide the funding mechanism to the Department to proceed with the purchase of these three units without asking the Board to appropriate additional/new funds.

On July 1, 2021, the Department of Fire and Rescue Services received notice from the Rescue Squad Assistance Fund Grant Program that our request for grant funding for a ambulance transport was not supported and therefor unfunded. This is the third grant cycle in a row that the Department and County of Warren was unfunded in its request for ambulance transport units. The Department will remain committed in seeking grant opportunities in the future to support these types of capital expenditures but recommends the immediate acquisition of these three transports to provide the ability to adequately meet the emergency response needs of our community.

PROPOSED OR SUGGESTED MOTION:

(1) I move that the Board of Supervisors approve the purchase of three ambulance transport units as proposed and recommended by the Department of Fire and Rescue Services. I further move the Board of Supervisors authorize Fire Chief James G. Bonzano to execute the purchase agreement on behalf of the Board of Supervisors.

OR

(2) I move that this matter be tabled at this time.

SUBMTTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
James G. Bonzano, Fire Chief		

Nathan Strong
Regional Account Manager
Ambulance Division
Tel. 716-908-0151
Nstrong@atlanticemergency.com

Warren County Fire & Rescue
200 Skyline Drive Suite 200
Front Royal, Virginia 22630

Friday July 2nd, 2021.

Atlantic Emergency Solutions, the Virginia dealer for Wheeled Coach, is pleased to present you with a price regarding your request for (3) 2022 Ford F450 4X4 Wheeled Coach Type I, Ambulances

The price to customize and manufacture the truck matching your specifications is as follows:

Total cost for each unit: $248,202.00
Total cost for 3 units $744,605.00
This pricing includes an additional $4,000 discount.

This proposal is valid until July 31st, 2021.

The price includes the following:

Factory Pickup and Transportation
Wheeled Coach will drive new unit from Wheeled Coach to the Manassas Service facility after final inspection.

Dealer Pre-Delivery Inspection
The Manassas service center will perform a pre-delivery inspection after delivery from the Wheeled Coach factory.

Delivery
Warren County will take delivery of unit from the Manassas Service Center after pre-delivery inspection is completed.

Fuel and Tags
Atlantic will ensure the unit has a full tank of fuel and a temporary tag.

Pre-Construction Meeting
A pre-construction meeting will take place in Warren County at customer's convenience.

Inspection Trip(s) Included
(1) Final inspection trip to Winter Park, Florida for (2) department personnel.

Nathan Strong
Regional Account Manager
Ambulance Division
Tel. 716-908-0151
Nstrong@atlanticemergency.com

Since the beginning in 1973, Wheeled Coach has kept its eye on the future; always working with customers to improve upon today's ambulances and rescue vehicles. The goal has been to make emergency vehicles safer for both patient and crew, and at the same time, make them more efficient.

Located in Winter Park, Florida, Wheeled Coach offers a diverse product line, allowing for unique and custom ambulance configurations. Being an ISO 9001 certified ambulance manufacture, Wheeled Coach prides itself on safety, innovation, and maintenance.

At Atlantic Emergency Solutions we have built an internal and external infrastructure capable of meeting the diverse needs of our customers. With twelve (12) Service Centers, one (1) Collision and Paint Center, over one hundred (100+) Service Technicians and over fifteen (15) fully stocked Service Vehicles located throughout Delaware, Maryland, North Carolina, Pennsylvania, South Carolina, Virginia and West Virginia, our service is unmatched. It is our mission to not only make the duration of your emergency vehicle a pleasant experience, but to assist in any way possible.

Atlantic Emergency Solutions has invested heavily in providing warranty, routine, and emergency service to its customers in Virginia. Atlantic Emergency Solutions views the acquisition of custom ambulances by one of our customers not merely a purchase but an investment. This investment needs to be protected with best in local service!

Should you have any additional questions regarding any information in this proposal, please do not hesitate to call or email at the below contact information.

I look forward to the opportunity of continuing the working relationship with the members of Warren County Fire & Rescue and all those involved in the fire and emergency field.

Thank you!

Nathan Strong

This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and **___Warren County Fire & rescue_**, ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the ambulance (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Ambulance") as more fully described in the specifications attached hereto as **Exhibit A** (the "Specifications") and incorporated herein for the total purchase price of $_744,605.00__USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Ambulance (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Ambulance to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Ambulance and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Ambulance is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Ambulance for Customer; and 3) due to its unique and customized nature, resale of the Ambulance will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Ambulance by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Ambulance resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Ambulance to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Ambulance shall be ready for delivery F.O.B. Manassas Service Center within 150 - 190 days from the receipt of chassis, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Ambulance is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Ambulance for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15)

day period. If the Ambulance is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Ambulance shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer
Warren County Fire & Rescue
200 Skyline Vista Drive Ste 200
Front Royal, Virginia 22630

6. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND EXHIBIT B TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of any items (including, without limitation, the Ambulance) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Ambulance covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Ambulance is covered by this Agreement, then the MSO for each individual Ambulance shall remain in the possession of Atlantic until the Purchase Price for that Ambulance has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Ambulance.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Ambulance, and supersedes any prior understanding or written or oral agreements between the parties relating to the Ambulance. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.	**CUSTOMER: Warren County Fire & Rescue**
Signature: _____	**Signature: _____**
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

SPECIFICATIONS AND
PURCHASE DETAIL FORM

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109
Fax (703) 257-2572

Date: July 2, 2021

Customer Name: Warren County Fire & Rescue

Quantity	Chassis Type	Body Type	Price per Unit
3	Ford F450 4X4 Gas	Wheeled Coach Mod	$248,202.00
			$
			$
			$
			$

Payment Terms: Payment in full on delivery

Other Terms:

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements:

If any portion of the Purchase Price is to be made subsequent to delivery of the Ambulance to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Ambulance sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

(A complete copy of any and all applicable warranties is attached hereto and incorporated herein by this reference.)

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 19
July 20, 2021	G-7	Warren County Skatepark Pool Coping and Bowl Tile Replacement	

EXPLANATION & SUMMARY:

In July 2009, the County of Warren signed a design build contract with Pillar Design and Artisan Group, LTD., for a 15,200 square foot concrete skatepark located at 1000 Kerfoot Avenue in the Skyline Soccerplex. The total initial project cost was $463,000. The skatepark was completed in April 2010 and officially opened in June 2010. Over time, repairs were needed to eliminate hazards and worn areas. Artisan Group, LTD., completed repair projects in 2016 and 2020. Historical repair documentation is attached here.

Today, the Warren County Skatepark is a popular amenity in the Warren County Parks and Recreation (WCP&R) park system. Citizens of all ages utilize the facility for recreation and skill development.

Recently, the Skatepark has had extensive moisture issues with the bowl and subsequent freezing and thawing damage. This damage has rendered the facility unsafe for public use and it has been closed for over two months this spring/summer. Therefore, it is imperative the pool coping and tile be removed and replaced with water resistant materials in order to have an open and safe Skatepark for citizen enjoyment.

Due to the specialized nature of these repairs, WCP&R recommends the County accept the proposal from Artisan Group, LTD., for these repairs due to their expertise in the field and their history with the Warren County Skatepark. A completed "Solicitation of Quotations, (Supplies, Materials, and Contractual Services)" form is attached with the proposal from Artisan Group, LTD., as recommended by the County Administrator, Dr. Edwin Daley.

COST & FINANCING:

Total contract amount is $27,274.05, (which includes $4,150.12 for mobilization costs, $21,819.24 project subtotal, and a 25% contractor markup cost of $5,454.81).

This project will be funded by the Special Projects budget, as transferred from FY 2020/2021 to FY 2021/2022 for this needed expenditure and approved by Dr. Edwin Daley in June 2021.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the Artisan Group, LTD., Warren County Skatepark Pool Coping and Bowl Tile Replacement proposal.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
DPL Daniel P. Lenz		

6.12.21
Warren County Skatepark
Re: Pool Coping and Tile Replacement

Greetings.

Thank you for the opportunity to propose our services.

We have compiled a worksheet of all the applicable costs to complete the following scope of work for the Warren County Skatepark. We are to remove all the existing pool coping and set aside all pieces that can be saved for future needs. We will also remove all the existing tile and mortar beds. Once we have taken things down to the concrete shell, we will utilize Highly Modified and Super Strong Laticrete Mortar products to prepare the substrates for subsequent finish materials (tile and coping stone). We will then install the New Daltile tile and Federal Stone Coping blocks. Once grouted and epoxy filled, we will caulk the movement joint between the coping and the tile. At that time, we will be cleaning up and demobilizing. We have Not included disposal of the demolished materials as in the past the County Public Works has facilitated removal of said waste materials. We have provided a detailed cost breakdown that takes each and every element into account. This includes our 25% markup to cover our overhead expenses and profit margin.

Thank you very much.

Sincerely,
Andy Duck
President
Artisan Skateparks
Artisan Concrete Services, Inc.

Artisan Skateparks
4600 Tamarack Dr., Kitty Hawk, NC, 27949
Andy Duck (252)202-1333, Fax (252)261-1184
artisanskateparks.com

Warren County Skatepark
Front Royal, VA

Estimated Cost Proposal
Pool Coping and Tile Replacement for Bowl

Materials	**Units**	**Unit Price**	**Cost**	**Tax**	**Total**	
Federal Stone Pool Coping	1.00	ls	$ 2,874.64	$ 152.36	$ 3,027.00	
Daltile Mosaic	60.00	$ 7.65	$ 459.00	$ 24.33	$ 483.33	
Laticrete 254 Platinum	15.00	$ 44.85	$ 672.75	$ 35.66	$ 708.41	
Laticrete 3701 Mortar	57.00	$ 29.78	$ 1,697.46	$ 89.97	$ 1,787.43	
Laticrete Permacolor Grout	6.00	$ 34.92	$ 209.52	$ 11.10	$ 220.62	
Epoxy For Coping Joints	6.00	$ 21.97	$ 131.82	$ 6.99	$ 138.81	
2x4x16 Pine for Scaffolding	40.00	$ 22.74	$ 909.60	$ 48.21	$ 957.81	
Diamond Blades for Cutting	6.00	$ 33.55	$ 201.30	$ 10.67	$ 211.97	
Foam Back Rod for Coping Caulk	1.00	$ 26.76	$ 26.76	$ 1.42	$ 28.18	
Caulk for Coping	24.00	$ 7.76	$ 186.24	$ 9.87	$ 196.11	
Caulk for Tile	24.00	$ 5.68	$ 136.32	$ 7.22	$ 143.54	
Plastic Sheathing	1.00	ls	$ 150.00	$ 7.95	$ 157.95	
Screws and Nails	1.00	ls	$ 75.00	$ 3.98	$ 78.98	
Misc Contingency 3%	1.00	ls	$ 193.26			
			$ 7,730.41	**$ 409.71**	**$ 8,140.12**	**Total Materials**

Labor

Scope	**Hours**	**Rate**	**Base Cost**	**Overtime**		
Mobilize Two Persons	8.00	$ 65.00	$ 520.00			
Demo/Removal of Materials Disposal?	8.00	$ 65.00	$ 520.00			
Scaffolding Installation	8.00	$ 65.00	$ 520.00			
Surface Prep for Renderings	4.00	$ 65.00	$ 260.00			
Coping Rendering	16.00	$ 65.00	$ 1,040.00			
Coping Installation	16.00	$ 65.00	$ 1,040.00			
Coping Grouting	6.00	$ 65.00	$ 390.00			
Coping Epoxy	4.00	$ 65.00	$ 260.00			
Tile Rendering	16.00	$ 65.00	$ 1,040.00	$ 260.00		
Tile Installation	8.00	$ 65.00	$ 520.00	$ 260.00		
Tile Grouting	8.00	$ 65.00	$ 520.00	$ 260.00		
Coping Caulking	4.00	$ 65.00	$ 260.00	$ 130.00		
Tile Caulking	4.00	$ 65.00	$ 260.00	$ 130.00		
Clean/Demobilize	6.00	$ 65.00	$ 390.00	$ 195.00		
Labor Contingency 10%			$ 754.00			
	116.00		$ 8,294.00	$ 1,235.00	**$ 9,529.00**	**Total Labor**
	15	days				
	58.00	hours/week/person				

Mobilization

PODS Storage					$ 200.00	
Fuel					$ 350.00	
Mileage	1421 miles	$ 0.268	per mile		$ 380.12	
Hotels	2 Persons	Days	18	$ 120.00	$ 2,160.00	
Meal Per Diems	2 Persons	Days	18	$ 70.00	$ 1,260.00	
	Added 1.5 Days/Week for Weather					
					$ 4,150.12	**$ 4,150.12 Total Mobilization**

$ 21,819.24	**Project Subtotal**	
$ 5,454.81	**Contractor Markup**	**25%**
$ 27,274.05	**Contract Amount**	

COUNTY OF WARREN

APPROPRIATIONS/TRANSFERS FORM

TO: Dr. Edwin C. Daley, County Administrator
THRU: Keith McLiverty, Finance Director — CONCUR___YES___NO

FROM: Dan Lenz, Parks & Recreation Director DL

DATE: June 28, 2021

SUBJECT: Line Item Transfer or Appropriation *(CIRCLE ONE)*

Please REDUCE the allocation for the following line item(s) by the amount(s) indicated

LINE ITEM ACCOUNT #	$ AMOUNT	BOARD ACTION DATE
71010-2001 FICA	$ 12,000.00	
71010-2011 Worker's Compensation	205.00	
71010-1003 Compensation PT	$ 27,500.00	
	$ 39,705.00	

Please INCREASE the allocation for the following line item(s) by amount(s) indicated

LINE ITEM ACCOUNT #	$ AMOUNT	BOARD ACTION DATE
71010-2002 VRS	$ 1,000.00	
71010-2005 Hospital Medical	$ 11,000.00	
71010-2006 Group Insurance	$ 205.00	
Special Projects - Park Developn	$ 27,500.00	
	$ 39,705.00	

Purpose of transfer:
Balance administrative FY 2020/2021 Accounts
Transfer funds to repair Skyline Soccerplex Skatepark bowl using FY 2020/2021 funds, project to be completed in July 2021 FY 2021/2022

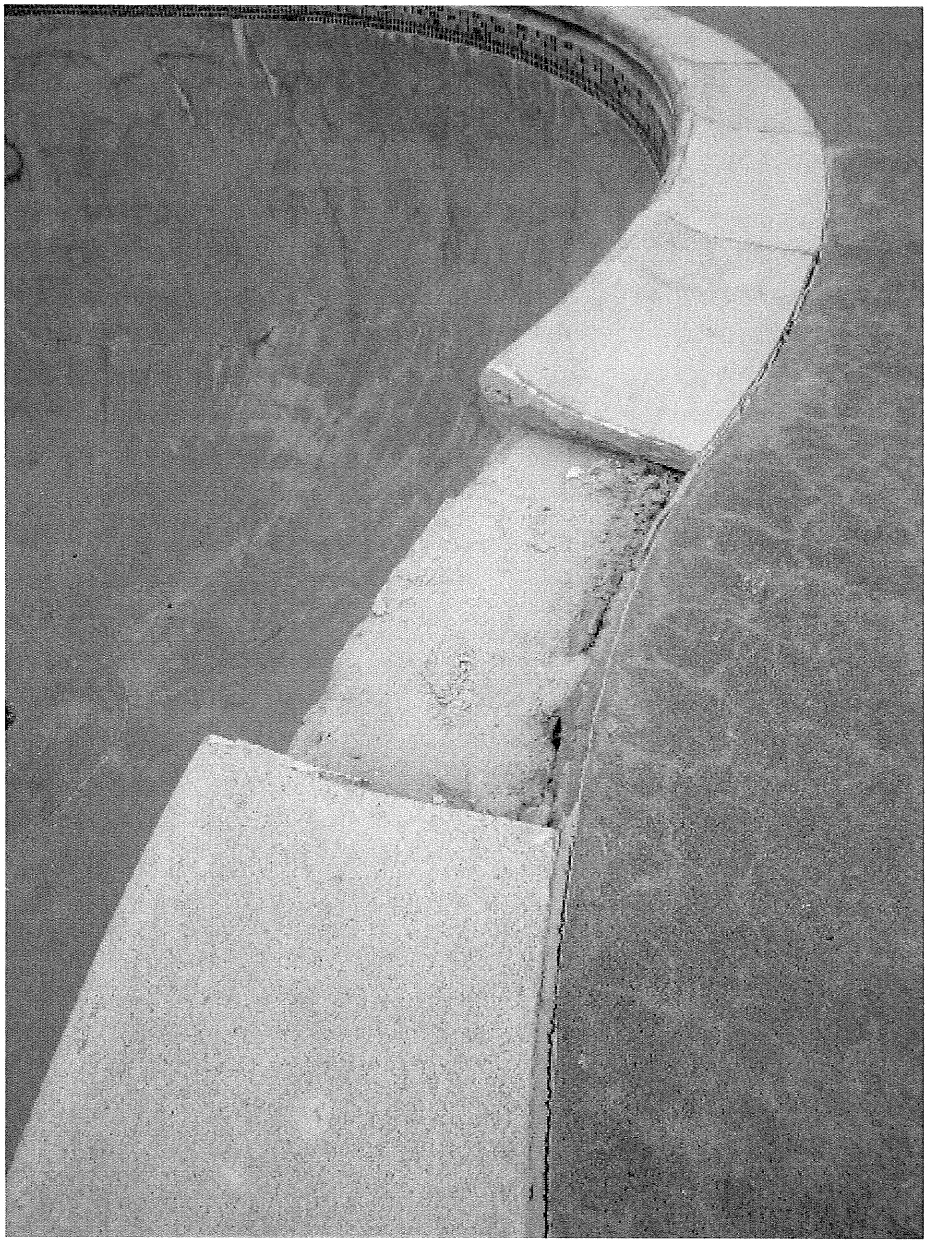
ACCOUNTING DATE POSTED:

V **Approved**

___ **Disapproved**

6/30/2021

County Administrator



Brad Kresge
Park Maintenance Supervisor

Solicitation of Quotations
Supplies, Materials, and Contractual Services

Please check which of these categories your purchase falls under:

☐ Purchase of $2,500 or Less: Competition although not required is strong encouraged.

☒ Purchase of $2,501 to $10,000: Solicitation of three or more bids by telephone or in writing. The low bid solicited should be confirmed in writing. This requirement may be waived on contractual services if it is impractical to pursue competition.

☐ Purchase of $10,001 to $20,000: Solicitation of three or more bids by telephone with confirmation in writing; or three or more bids in writing.

☐ Purchase of $20,001 or Over: Public notice required; solicitation of three or more bids in writing will be performed in one of the following manners: competitive sealed bidding or competitive negotiations or two step competitive sealed bidding. In addition to advertisement in a publication, public notice will be posted at the Warren County Government Center.

PROJECT INFORMATION

Name of Project: SKATEPARK REPAIRS

Location of Project: SKYLINE SOCCERPLEX 101 KERFOOT AVE, FRONT ROYAL

Person Responsible for Soliciting Quotes: DAN LENZ

Person Responsible for Overseeing the Project: DAN LENZ / BRAD KRESGE

Project Scope:

SPECIALIZED TILE REPAIRS IN BOWL AND SHOTCRETE REPAIR ON PUMP BUMP ONLY

PROCUREMENT INFORMATION

Were the supplies, goods, or services procured using any of the following?

☐ Cooperative Procurement Program ☐ State Contract

☒ Sole Source Supplier (attach proof) ☐ Health/Safety Emergency (attach justification)

ORIGINAL FACILITY CONTRACTOR

If a cooperative procurement program or state contract was used, please provide the name of the program or contract along with the membership or ID number.

Program/Contract Name: _____

Membership or ID Number: _____

If none of the above were used, how many quotes were requested and received?

_____ Requested _____ Received

QUOTATION INFORMATION

QUOTATION 1

Company Name: ARTISAN SKATEPARKS

Date Contacted: FEB. 25, 2020

Method of Contact: ☐ Phone ☐ Email ☒ Verbal ☐ Website

Quote Obtained: ☒ Yes ☐ No ☐ No Response

Total Amount of Quote or Hourly Rate: $7,889.67

Quote Attached: ☒ Yes ☐ No

QUOTATION 2

Company Name: NO FURTHER QUOTES SOUGHT DUE TO SPECIALIZED NATURE OF PROJECT

Date Contacted: _____

Method of Contact: ☐ Phone ☐ Email ☐ Verbal ☐ Website

Quote Obtained: ☐ Yes ☐ No ☐ No Response

Total Amount of Quote or Hourly Rate: _____

Quote Attached: ☐ Yes ☐ No

QUOTATION 3

Company Name: _____

Date Contacted: _____

Method of Contact: ☐ Phone ☐ Email ☐ Verbal ☐ Website

Quote Obtained: ☐ Yes ☐ No ☐ No Response

Total Amount of Quote or Hourly Rate: _____

Quote Attached: ☐ Yes ☐ No

QUOTATION 4

Company Name: _____

Date Contacted: _____

Method of Contact: ☐ Phone ☐ Email ☐ Verbal ☐ Website

Quote Obtained: ☐ Yes ☐ No ☐ No Response

Total Amount of Quote or Hourly Rate: _____

Quote Attached: ☐ Yes ☐ No

QUOTATION 5

Company Name: _____

Date Contacted: _____

Method of Contact: ☐ Phone ☐ Email ☐ Verbal ☐ Website

Quote Obtained: ☐ Yes ☐ No ☐ No Response

Total Amount of Quote or Hourly Rate: _____

Quote Attached: ☐ Yes ☐ No

Dan Lenz

From: Andy Duck <artisanandy66@gmail.com>
Sent: Friday, February 28, 2020 9:14 AM
To: Dan Lenz
Subject: Re-Revised Repair Estimate 2.28.20
Attachments: FR Repairs Estimate Worksheet 2.28.20.pdf

Tile Repairs in Bowl and Shotcrete Repair on Pump Bump Only Attached.

Best Regards,
Andy Duck

The Artisan Group, Ltd.
Artisan Pools NC, Inc.
Artisan Concrete Services, Inc.
Artisan Skateparks
artisanandy66@gmail.com
252-202-1333
myartisanpool.com
artisanskateparks.com

Total Control Panel Login

To: dlenz@warrencountyva.net Remove this sender from my allow list
From: artisanandy66@gmail.com

You received this message because the sender is on your allow list.

Front Royal, VA
Repairs Worksheet

2.28.20

Per Person	Foreman				
Hotel	$ 100.00	per night		$	50.00
Per Diem	$ 25.00			$	25.00
Labor	$ 35.00			$	280.00
Taxes/Insurance	28%			$	78.40
Margin	15%			$	65.01
			Per Day	$	**498.41**
Travel Time	$ 17.50	1 guys	5 hours	$	87.50
Work Days		1 guys	3 total Days	$	1,495.23
				$	**1,582.73**

Per Person	Laborers				
Hotel	$ 100.00	per night		$	50.00
Per Diem	$ 25.00			$	25.00
Labor	$ 25.00			$	200.00
Taxes/Insurance	28%			$	56.00
Margin	15%			$	49.65
Sub Total			**Per Day**	$	**380.65**
Travel Time	$ 12.50	4 guys	5 hours	$	250.00
		4 guys	3 total Days	$	4,567.80
				$	**4,817.80**

Materials/Etc./Expenses					
Diamond Cutting Blades	$ 14.50		Estimated	5	$ 72.50
Caulk	$ 9.53	per tube	Estimated	0	$ -
Rags/Acetone	$ 0.20		Estimated	0	$ -
Backer Rod	$ 3.46	200 lf	Estimated	0	$ -
Concrete Patch	$ 46.56	bag	Estimated	2	$ 93.12
Tile	$ 7.50	sf	Estimated	15	$ 112.50
Laticrete 254 Platinum	$ 46.56	bag	Estimated	2	$ 93.12
Laticrete 3701 Mortar	$ 37.85	bag	Estimated	6	$ 227.10
Latricrete Spectralock Grout	$ 108.47	Batch		1	$ 108.47
Laticrete Permacolor Grout	$ 28.68	bag	Estimated	1	$ 28.68
Epoxy Patch	$ 22.25	tube	Estimated	2	$ 44.50
Federal Stone Coping	$ 46.52	ea	Estimated		$ -
Shotcrete	100	sf	1.5 cyds		$ 247.50
Diamond Hard Sealant	15.716	gal	Estimated		$ -
Material Taxes	6%				$ 61.65
Air Compressor	0.50	day			$ 75.00
Concrete Pump	0.50	day			$ 325.00
			Total Expenses		$ **1,489.14**
			Total Labor		$ **6,400.53**
			Total Estimate		$ **7,889.67**

COUNTY OF WARREN, VIRGINIA

NOTICE OF AWARD OF SOLE SOURCE CONTRACT

DATE POSTED: **February 28, 2020**

DATE SOLE SOURCE CONTRACT AWARDED: _____
OR
CONTRACT TO BE AWARDED 10 DAYS AFTER POSTING

SERVICE PROVIDER: **The Artisans Group, LTD; Artisans Skateparks**

GOODS OR SERVICES TO BE OBTAINED:

Specialized tile repairs in bowl and shotcrete repair on bump at the Warren County Skatepark by original skate park contractor. This project requires the skill and experience with specialized concrete in the skate park construction industry.

USING DEPARTMENT: **Parks and Recreation Department**

TAKE NOTICE that, pursuant to the terms of § 2.2-4303(E) of the Code of Virginia (1950), as amended, the County of Warren, Virginia, has awarded or intends to award a contract for the above-named services with the provider on a SOLE SOURCE basis. The Using Department has determined that there exists no other practicable source of the goods or services to be obtained, which justifies the obtaining of the goods or services without the process of a comparable quotes from other vendors as required under the County's purchasing procedures for the service to be procured.

The basis for which the Using Department has determined that the proposed vendor is a sole practicable source is as follows:

The Parks and Recreation Department has determined the original contractor is the best option for such a special repair project due to vast experience and knowledge in the construction of skate parks and the safety requirements of concrete at such facilities.

The County of Warren does not discriminate against faith-based organizations.

County Administrator/MOU/Computer Equipment Disposal
Drafted by Dan Whitten, Assistant County Attorney

Dan Lenz

From: Andy Duck <artisanandy66@gmail.com>
Sent: Thursday, November 3, 2016 1:56 PM
To: Dan Lenz
Subject: Skatepark Repairs Estimation

Dan,
Of course, this is a mobilization, labor and materials estimate and we would be billing on actuals but anyways here we go.

1. Mobilization and Demobilization. $760.50
2. Estimated Material Budget. $750. THis includes 3" of new tile at top of tile band in pool and necessary caulk and patch materials for the remainder of the park.
3. Labor will be $676 per day
4. Per dimes will be $200 per day

5 day estimate for work would be $5840.50

We are available only the week of the 14th to complete this work. Call me when you can to discuss. I am available today until 2:30 and again after 4:30 as I will be on a flight in between. Tomorrow is hectic but we can find time to talk more. Sorry to limit our window but we have several jobs starting that week and I can't afford to lose the personnel after that as we are booked thru the Winter into mid Summer...

Sincerely
Andy Duck
252-202-1333

Total Control Panel Login

To: dlenz@warrencountyva.net Remove this sender from my allow list
From: artisanandy66@gmail.com

You received this message because the sender is on your allow list.

Dan Lenz

From: Andy Duck <artisanandy66@gmail.com>
Sent: Thursday, November 17, 2016 2:00 PM
To: Dan Lenz
Subject: Re: Warren County Skatepark Repairs

Dan,
The Sealant will run $25/gallon including taxes and pick-up. With that, our estimate would be up to $1000 for the materials. We already budgeted for five days and the guys just indicated that they were wrapping up the repairs today so we have the labor and mobilization costs covered in the original estimate. Of course, if it takes more than the 40 gallons estimated or longer than the day tomorrow, we would be looking to bill additionally by the unit costs previously provided. Shouldn't come to that. Let me know ASAP so I can get them rolling on this...
Thanks,
Andy

Andy Duck
252-202-1333
artisanandy66@gmail.com

On Wed, Nov 16, 2016 at 4:50 PM, Dan Lenz <dlenz@warrencountyva.net> wrote:

> Andy –
>
> I was out this morning inspecting your men's work. They mentioned the spray seal the skatepark. Please send a quote for the 35-40 gallons of sealant.
>
> **Daniel P. Lenz**
>
> **Director of Parks and Recreation**
>
> **County of Warren**
>
> **200 East 8th Street**
>
> **Front Royal, Virginia 22630**
>
> **Phone: (540) 635-7750 (W)**
>
> **warrencountyva.net**

Artisan Concrete Services Inc.

PO Box 598
Kitty Hawk, NC 27949

Invoice

Date	Invoice #
11/21/2016	755

Bill To
Warren County Att: Dan Lenz 200 E 8th St Front Royal, VA 22630

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Original five day work order	5,840.50	5,840.50
	Additional service materials-Sealant	875.00	875.00
		Total	$6,715.50

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
July 20, 2021	**G-8**	Adoption of a Resolution of Participation and Statement of Intent for the Certified Crime Prevention Community Certification Program	

EXPLANATION & SUMMARY:

Please see the attached resolution.

COST & FINANCING: N/A

RECOMMENDED MOTION:

I move the Board of Supervisors adopt the proposed Resolution and Statement of Intent for Warren County, Virginia to participate in the Certified Crime Prevention Community Certification Program.

SUBMITTED BY:	DISPOSITION OF BOARD: □ APPROVED □ OTHER (DESCRIBE)	PROCESSED BY:
Mark Butler, Sheriff		

RESOLUTION OF PARTICIPATION

WHEREAS, The governing body of County of Warren is interested in the safety and security of its citizenry and the community at large; and,

WHEREAS, The governing body is prepared to support appropriate efforts within the community to become totally prepared to promote crime prevention and community safety; and,

WHEREAS, The Department of Criminal Justice Services offers a program which is specifically designed to recognize Virginia communities committed to crime prevention and community safety while providing a framework for those communities to institutionalize crime prevention at the local level; and,

WHEREAS, This program is entitled the Certified Crime Prevention Community Program,

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that our community, County of Warren wishes to participate in the Certified Crime Prevention Community Program, and that the leadership of this community fully supports all reasonable efforts to meet the DCJS requirements to become designated as a Certified Crime Prevention Community; and

BE IT FURTHER RESOLVED, that the program requires the existence or formation of a local community crime prevention/community safety council or coalition, and this governing body designates the Sheriff's Community Advisory Council (CAC) as representing our community for the purpose or participating in this program.

This resolution is in full effect upon its adoption this 20th day of July, 2021

SEAL:

_____
Official

_____
Title

_____
Attest

_____
Title

STATEMENT OF INTENT

Our community, County of Warren wishes to participate in the Certified Crime Prevention Community Certification Program. The leadership of this community fully realizes this program requires dedicated effort. By making entry into this program, we are pledging our honest efforts to become designated as a “Certified Crime Prevention Community".

The program requires the existence of formation of a local community crime prevention/community safety council or coalition. The name of this council/coalition is Sheriff’s Community Advisory Council (CAC).

We understand that the goal of our community is to complete successfully this program within six (6) months of the day of the official start date, to be recorded when the program manual is delivered.

Mark A. Butler	Robbie Seal, Lieutenant
Designated Official	Program Coordinator
Sheriff	Community Policing Unit Supervisor
Title	Title
07/20/2021	07/20/2021
Date	Date
Address for Contact:	**Address for Contact:**
Warren County Sheriff’s Office	Warren County Sheriff’s Office
200 Skyline Vista Drive	200 Skyline Vista Drive
Front Royal, VA 22630	Front Royal, VA 22630
Telephone:	**Telephone:**
Office 540 635-4128	Office 540 635-4128

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS CONSENT AGENDA ITEM

DATE:	ITEM:	SUBJECT:	PAGE
7/20/2021	G-9	Two Year Extension Request for: William (Bill) A. H. & Sandra S. Long Conditional Use Permit #2006-10-01 *Authorized Use: Commercial Repair Garage in Conjunction with a Single-Family Dwelling*	**1 of 1**

EXPLANATION & SUMMARY:

A conditional use permit for William A. H. and Sandra S. Long was initially approved on December 19, 2006, for a commercial repair garage in conjunction with a single-family dwelling. The property is located on 4167 Rockland Rd. and is identified on tax map #6 as parcel 3C. The property is zoned Agricultural (A) and is located in the Shenandoah magisterial district.

Warren County Planning Staff contacted the property owner as part of the conditional use permit review and Mr. and Mrs. Long then requested an extension of the permit in order to utilize their existing garage for commercial side-work they may do and to have a place to work should they sell their business, the Auto Care Clinic on Winchester Road.

Staff suggests that this request is reasonable based on the applicant having kept the property in a neat and orderly condition and for the use of the garage for personal vehicle repair and auto hobby restoration work during the past two years.

See attachments and location map.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the request to extend this Conditional Use Permit (#2006-10-01) of William and Sandra Long for an additional period of two (2) years from the date of this request.

OR

I move that the Board of Supervisors deny the request to extend this Conditional Use Permit (#2006-10-01) of William and Sandra Long for an additional period of two (2) years. (List reasons)

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
Matt Wendling, CFM Deputy Planning Director County Floodplain Manager	☐ APPROVED ☐ OTHER (Describe)	

4167 Rockland Road
Front Royal, VA 22630
June 15, 2021

Warren County Board of Supervisors
220 N. Commerce Avenue
Front Royal, VA 22630

RE: Renewal of Conditional Use Permit #2006-10-1

To Whom it May Concern:

This letter shall serve as official request for an extension for Conditional Use Permit #2006-10-1 for our property located at 4167 Rockland Road, Front Royal, VA 22630.

At this time, this property is not being used for anything other than our personal residential garage; however, should the need arise in the future, we would like to keep the Conditional Use Permit active.

Thank you so very much for your understanding. If you have any questions, or need additional information, please do not hesitate to call me at (540) 631-5509 (cell) or at our shop (540) 635-2455.

Sincerely yours,

William A. H. (Bill) Long

WAHL/ssl

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
FAX: (540) 636-6066
Email: admin@warrencountyva.net

Douglas P. Stanley
County Administrator

BOARD OF SUPERVISORS

*****

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Shenandoah District

VICE-CHAIRMAN
n Llewellyn
North River District

Tony F. Carter
Happy Creek District

Archie A. Fox
Fork District

A. Gray Blanton
South River District

CONDITIONAL USE PERMIT
2006-10-01

NAME: William A. H. Long and Sandra S. Long

ADDRESS: 4167 Rockland Road, Front Royal, Virginia 22630

PROPERTY DESCRIPTION: Located in the Shenandoah District, identified on Tax Map 6 as Parcel 3C and zoned Agricultural.

AUTHORIZED USE: Commercial Repair Garage in Conjunction with a Single-Family Dwelling

CONDITIONS:

1. There shall be no inoperable vehicles stored on the property.
2. The applicant shall comply with all Warren County Health Department, Virginia Department of Transportation and applicable environmental regulations and requirements.
3. Waste material shall be disposed of properly.
4. The applicant shall maintain the existing woodland buffer to the rear and side of the property.
5. The applicant shall be in conformance with the requirements of Section 180-42 of the Warren County Code (Zoning Ordinance) regarding commercial repair garages.
6. This permit is nontransferable.
7. The hours of operation shall be Monday through Friday from 9:00 a.m. to 5:00 p.m.
8. All associated materials for the operation of the garage shall be stored within a fully enclosed building.
9. The sale of vehicles is prohibited on the property.
10. There shall be no more than three vehicles on the property waiting for repair at any one time.
11. The applicant shall fence in an area behind the garage with a minimum six-foot high privacy fence to screen from view all vehicles waiting for repair.
12. The business shall be limited to one employee in addition to the owner.
13. The Planning Commission shall conduct a formal review of this permit within one year from the date of approval.

DATE PERMIT EXPIRES: N/A
DATE APPROVED BY BOARD OF SUPERVISORS: December 19, 2007

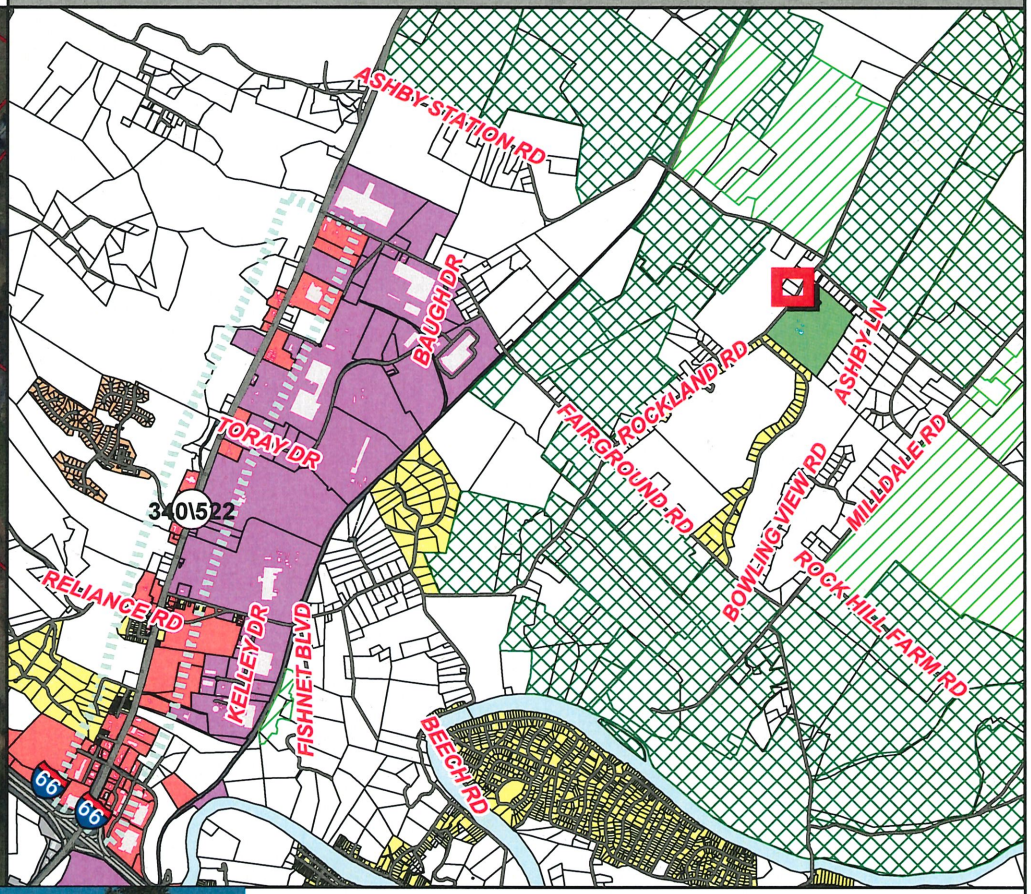
DOUGLAS P. STANLEY
COUNTY ADMINISTRATOR

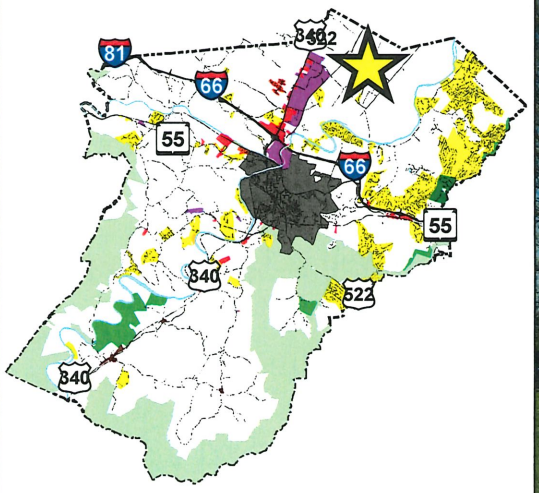
cc: Commissioner of the Revenue
Deputy Planning Director
[redacted]
Zoning Administrator
GIS Coordinator

Warren County VA
CUP Location Map

CUP Extension Request
Applicants: William & Sandra Long

TM 6---------3C
4167 Rockland Road





Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
July 20, 2021	**G-10**	Warren County School Board Use of the Raymond E. Santmyers Youth Center for the Elements Program for the School Year 2021-2022	1 OF 1

EXPLANATION & SUMMARY:

The Warren County School Board ("WCSB") operates the Warren County Public Schools Elements Program (hereinafter referred to as "Elements Program"), which is a post-graduate transition program for special education students and is designed to bridge the gap between high school and adulthood. The WCSB desires to host in-person instruction at the Raymond E. Santmyers Youth Center in the Parkside Office Suite for the Elements Program for an additional academic year. The start and end dates of the term as well as days of operation have been updated and both the Parks and Recreation Director and the School Board Superintendent have reviewed and approved the attached lease.

The Elements Program will operate in full compliance with all public health directives in effect during the term of the lease, including but not limited to state laws, rules, regulations, and applicable Governor's Executive Orders as well as federal laws and regulations such as those from the CDC and OSHA.

COST AND FINANCING:

The County will continue to be solely responsible for the utilities for the Youth Center.

CONSENT AGENDA MOTION:

1) I move that the Board of Supervisors approve and authorize the County Administrator to execute the lease of the Raymond E. Santmyers Youth Center facility for use by the Warren County School Board Elements Program for the term of August 10, 2021 to June 8, 2022.

ALTERNATIVE MOTIONS:

1) I move that the Board of Supervisors not approve and authorize the County Administrator to execute the lease of the Raymond E. Santmyers Youth Center facility for use by the Warren County School Board Elements Program for the term of August 10, 2021 to June 8, 2022.

-OR-

2) I move this item be postponed until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Senior Assistant County Attorney		

LEASE AGREEMENT
WARREN COUNTY SCHOOL BOARD USE OF THE RAYMOND E. SANTMYERS YOUTH CENTER FOR THE ELEMENTS PROGRAM SCHOOL YEAR 2021-2022

THIS AGREEMENT is made and entered into this _____ day of _____ 2021 by and between the **COUNTY OF WARREN, VIRGINIA,** a political subdivision of the Commonwealth of Virginia, whose address is 220 North Commerce Avenue, Front Royal, Virginia 22630 (hereinafter referred to as the "County"), and the **WARREN COUNTY SCHOOL BOARD,** a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "WCSB").

W I T N E S S E T H:

WHEREAS, the County is the sole owner of the property known as the Raymond E. Santmyers Youth Center located at 200 East 8th Street in Front Royal, Virginia (hereinafter referred to as the "Property"); and

WHEREAS, the WCSB requests the use of certain facilities at the Property to include the Parkside Offices (hereinafter collectively referred to as the "Facilities"); and

WHEREAS, the WCSB operates the Warren County Public Schools Elements Program (hereinafter referred to as "Elements Program"), which is a post-graduate transition program for special education students, designed to bridge the gap between high school and adulthood; and

WHEREAS, the County and the WCSB are desirous of entering into a specific written agreement concerning the WCSB use of the Facilities for Elements during the 2021-2022 school year; and

THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Lease. The County hereby agrees to lease the Facilities beginning **August 10, 2021** and continuing through **June 8, 2022** (if not otherwise terminated or extended pursuant to the

terms of the Agreement). During the term of this lease, the WCSB shall use the Facilities Monday through Friday from 8:30am to 4:00pm for the Elements Program.

2. Utilities. The County shall be responsible for all utility expenses.

3. Insurance. The WCSB shall maintain in force at all times during the term of the lease property, legal, and liability insurance in the amount not less than One Million Dollars ($1,000,000.00), and shall name the County as an additional insured party under said policy. Said policy shall be in addition to any and all insurance carried by the County on the Facilities.

The WCSB shall provide the County with a certificate showing said insurance to be in force and effect prior to the use or occupancy of the Facilities, with a notation in the certificate and policy that the insurance cannot be cancelled unless the County is given thirty (30) days written notice of said cancellation.

In addition, the WCSB will and must carry adequate worker's compensation insurance in accordance with Commonwealth of Virginia statutory requirements.

4. Hold Harmless. The WCSB hereby agrees to indemnify, defend, and, to the degree permissible by law, hold harmless the County, its employees, agents, and representatives from any suits, claims, actions, demands, costs and expenses of any kind, including attorneys and professional fees, relating in any way to any claimed injuries or damages sustained by any person(s), or to any property, which is in any way connected with the WCSB use of or activities that are in any way connected with the Facilities at the Property.

5. On-Site Visitation. It is agreed that two (2) on-site visits will be conducted by, but not limited to the following: Director of Parks and Recreation, Office Manager and Park Supervisor, as representatives for the County; and a representative for the WCSB.

One visit will be conducted prior to the beginning of term of lease and one visit within fourteen (14) days of the conclusion of the term of lease. The purpose of such visits is to observe the conditions of the Facilities at the time of transfer of maintained responsibilities from the

County to the WCSB at the beginning of the term of lease, and from the WCSB back to the County after the conclusion of the term of lease.

6. Cancellation. The County shall notify the WCSB when the Facilities are not available due to inclement weather or unsafe conditions.

7. Maintenance. The WCSB shall be responsible for keeping the Facilities clean, free from refuse and debris, and in good condition. The WCSB shall notify the County's Director of Parks and Recreation immediately upon discovering any health or safety hazards, or upon discovering required maintenance of the Facilities. The WCSB shall be solely responsible for any loss, damage, or repair of the Facilities that occur during the WCSB use of the Facilities, excluding anything considered ordinary wear and tear, and WCSB shall reimburse the County for said loss, damage, or repair.

8. Improvements. No improvements to the Facilities shall be made by the WCSB without the expressed written consent of the County. Any and all approved improvements shall then become the sole and exclusive property of the County, and may not be removed by the WCSB.

9. Equipment. The WCSB may bring and keep equipment (e.g. desks, filing cabinets, computers, etc.) at the Facilities during the term of lease. The WCSB shall be solely responsible for any loss, damages, or repairs to said equipment. The WCSB shall remove all equipment from the Facilities at the end of the term of lease.

The parties acknowledge and agree that the County shall continue to have sole use of the storage room within the Facilities and that County staff shall have access to the storage room.

10. COVID-19 Requirements. The WCSB shall be solely responsible for ensuring compliance with all public health directives in effect during the term of lease, including but not limited to state laws, rules, regulations, and applicable Governor's Executive Orders as well as federal laws and regulations such as those from the CDC and OSHA.

Additionally, the WCSB shall disinfect the Property's restrooms and classroom one time per day while the Facilities are being used by the WCSB as set forth more fully in paragraph 1 herein.

11. Adult Supervision. The WCSB shall at all times provide on-site adult supervision for all the Facilities.

12. Keys to the Facilities. **The WCSB specifically agrees that two (2) keys to the Facilities shall be retained exclusively by the personnel authorized by the WCSB. Such keys shall not be distributed to other persons for any reason. Such keys shall not be duplicated without the permission of the County, and any approved copies shall become the property of the County. The two (2) keys assigned to the WCSB are to be returned to the Parks and Recreation office immediately after removing equipment and cleaning the Facilities, but no later than June 30, 2022. The authorized personnel must complete a key registration form and abide by policies set forth by the County.**

13. Assignment. The WCSB shall not sell, sublease, convey, or otherwise transfer by any method its rights under this agreement without first obtaining the express written consent of the County.

14. Alcoholic Beverages. No alcoholic beverages are allowed at the Facilities.

15. Tobacco Products. No tobacco products of any kind may be used at the Facilities.

16. Illegal Activity. The WCSB hereby specifically agrees that they will use the Facilities only for lawful purposes, and will not permit, countenance, or condone any illegal activity in the course of its use or operations.

17. Regulations and Licenses. The WCSB shall comply with all federal and state laws and regulations and all applicable County ordinances, and shall obtain any and all required licenses and permits.

18. Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days written notice for any reason. The County further reserves the right to immediately terminate this Agreement without notice in the event of damage or destruction of the Facilities, civil unrest, or for any other reason related to immediate danger to the health and safety of the public. In the event of termination, the flat fee will be refunded by the County or due from the WCSB pro rata to the balance of the Agreement term period. In the event of termination, the WCSB and the County do hereby waive any claims for damages resulting from the termination.

19. Default. In the event of default on any of the terms and conditions set forth herein, or violation of the laws of the Commonwealth of Virginia or the Ordinances of the Town of Front Royal or the County of Warren by the WCSB or its employees, agents, or students associated with the use of the Facilities, the County reserves the right to terminate this Agreement at any time upon twenty-four (24) hours written notice to the WCSB. Upon default, the County shall be authorized to immediately take possession of the Facilities and to bar the WCSB from further operations. In addition, upon default, the County shall have the right to exercise any and all of its remedies at law, including suit for damages and any unpaid fees. All legal expenses and costs incurred thereby shall be paid by the WCSB.

20. Discrimination. The parties each agree that in its conduct of programs in or upon the Facilities, that at no time shall it discriminate against any person on the grounds of race, religious affiliation, color, sex, national origin, disability, or age.

21. Interpretation. Interpretation of the provisions of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia.

22. Modification. Modification of the terms and conditions of this Agreement shall not be permitted, unless agreed to in writing and executed by both parties in the same formality as this Agreement.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter.

24. Successors in Interest. The conditions in this Agreement shall be binding upon the heirs, executors, administrators, assigns and successors in interest of both parties to this Agreement.

25. Notices. All notices under this Agreement shall be sent in writing to the following addresses:

County of Warren
c/o County Administrator
220 North Commerce Avenue
Front Royal, VA 22630

Warren County School Superintendent
210 North Commerce Avenue
Front Royal, VA 22630

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Lease as the day and year first above written.

COUNTY OF WARREN, VIRGINIA (SEAL)

BY: _____ _____
Ed Daley, County Administrator **Date**

ATTEST:

BY:_____ _____
Date

WARREN COUNTY PUBLIC SCHOOLS (SEAL)

BY: _____ _____
Christopher Ballenger, Superintendent **Date**

ATTEST:

BY:_____ _____
Date

APPROVED AS TO FORM:

_____
Caitlin W. Jordan, Senior Assistant County Attorney

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
July 20, 2021	**G-11**	Extension of Contract with Pond Law Group for Collection of Delinquent Real Estate Tax Accounts	

EXPLANATION & SUMMARY:

Sections 58.1-3919.1 and 58.1-3934 of the Virginia Code give authority to the Treasurer, with the approval of the Board of Supervisors, to hire attorneys to collect any local taxes which have been delinquent six months or more. For the past 4 years, delinquent real estate tax accounts have been split between TACS and the Pond Law Group. The contract for services has been in effect since August 1, 2016 with the option of renewal for additional years. The original Legal Services Agreement fully executed on August 29, 2016 is attached.

Pond Law Group has collected the following amounts since starting collections: (i) $205,952.77 in 2016; (ii) $391,656.30 in 2017; (iii) $200,794.44 in 2018; $180,298.93 in 2019; and over $44,838.41 in 2020. Due to the hardships created by the COVID-19 pandemic, the Treasurer directed Pond Law to suspend all *new* collection efforts and property auctions in 2020.

The recommendation is to extend the contract an additional one-year period from August 1, 2021 until July 31, 2022 as the Treasurer has been satisfied with Pond Law Group's performance under the current contract and this extension will allow Pond Law Group to complete their representation of the County in cases currently pending before the court. The amendment to extend the contract and the collection reports are attached hereto.

Section 58.1-3958 of the Virginia Code authorizes the law firm, hired by the Treasurer, to collect 20 percent of the delinquent taxes collected. Pond Law Group shall collect a fee of 20% of the assigned account balances that are delinquent that Pond Law Group collects prior to filing suit. Pond Law Group shall collect a fee of 20% of the assigned account balances that are collected subsequent to filing suit. If Pond Law Group is appointed Special Commissioner, Pond Law Group will collect a flat fee of $2,000 for the sale of the property. The legal fees will be paid out of collected funds, but if the sale price of a property does not cover the legal fees and costs, the County will be responsible for the difference. Any costs of conducting the sale of real estate including title research, appraisals, surveys, service fees, publication costs, deed preparation fees and guardian ad litem fees will be paid out of the collected funds from the sale.

The contract with Pond Law Group states the attorney will provide weekly remittance reports listing the account name, account number, credits to account, total amount collected and fees associated with collections. The attorney will also provide a monthly report detailing overall collections as well as details about the litigation status of the parcels. Pond Law Group will remit collected funds to the County on a weekly basis.

COST & FINANCING:

All legal fees will be paid out of the collected funds. The county will only be responsible for paying sale costs and Special Commissioner fees if the collected funds do not cover the costs and fees.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the Warren County Treasurer to execute the amendment to the agreement between the Pond Law Group and Warren County by and through the Warren County Treasurer for collection of certain real estate tax accounts as designated by the Warren County Treasurer for a one-year term from August 1, 2021 to July 31, 2022 with the option of additional years.

ALTERNATIVE MOTIONS:

I move that the Board of Supervisors not authorize the Warren County Treasurer to execute the amendment to the agreement between the Pond Law Group and Warren County by and through the Warren County Treasurer for collection of certain real estate tax accounts as designated by the Warren County Treasurer for a one year term from August 1, 2021 to July 31, 2022 with the option of additional years.

OR

I move that this item be postponed until _____.

SUBMITTED BY:	**DISPOSITION OF BOARD:** ☐ **APPROVED** ☐ **OTHER**	**PROCESSED BY:**
Jamie Spiker, Treasurer and Caitlin Jordan, Sr Asst. County Attorney	**(DESCRIBE)**	

AMENDMENT #5 TO AGREEMENT BETWEEN POND LAW GROUP AND THE COUNTY OF WARREN, VIRGINIA BY AND THROUGH ITS TREASURER

THIS AMENDMENT (hereinafter the "Amendment"), made this _____ day of _____, 2021 by and between **POND LAW GROUP, P.C.** (hereinafter "POND"), located at 35 N. Royal Avenue, Front Royal, Virginia 22630 and the **COUNTY of WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, located at 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630, by and through its **TREASURER**, pursuant to Code of Virginia §58.1-3966 (hereinafter "COUNTY")

W I T N E S S E T H:

WHEREAS, POND and the COUNTY executed an agreement for the collection of delinquent real estate taxes (hereinafter the "Agreement"), which was effective August 1, 2016; and

WHEREAS, the Agreement has been in effect for four (4) terms of one (1) year from August 1, 2016 through July 31, 2021 with the option to renew the Agreement for additional years; and

WHEREAS, both parties now desire to amend the Agreement to extend the Agreement for one (1) additional year; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Extension of Agreement Term – The Agreement shall be extended until July 31, 2022 with the option of both parties to extend the Agreement for additional years.

2. Delinquent Tax Auctions – POND shall hold a minimum of two (2) delinquent tax auctions between August 1, 2021 and July 31, 2022, and a minimum of twenty (20) properties will be offered for sale between August 1, 2021 and July 31, 2022 for delinquent real estate and/or sanitary district taxes.

3. Fees Prior to Filing Suit – POND shall collect a fee of 20% of the assigned account balances that are delinquent that POND collects prior to filing suit.

4. Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, both Parties have caused this Amendment to the Agreement to be signed by their duly authorized representatives on the day and year set forth below.

POND LAW GROUP, P.C.		WARREN COUNTY TREASURER	
_____	_____	_____	_____
Signature:	Date	Signature:	Date

Approved as to form:

_____
Caitlin Jordan
Senior Assistant County Attorney

LEGAL SERVICES AGREEMENT

Delinquent Tax Collection

THIS AGREEMENT is made and entered into this 1st day of August, 2016 by and between POND LAW GROUP, P.C. (hereinafter "POND"), located at 35 N. Royal Avenue, Front Royal, Virginia 22630 and WARREN COUNTY by and through its TREASURER, pursuant to Code of Virginia §58.1-3966 (hereinafter "COUNTY"), together the parties.

POND shall furnish Legal Services to COUNTY for the collection of delinquent tax accounts as designated by the Warren County Treasurer and as set forth in the attached Statement of Work.

1. POND shall provide legal services to COUNTY with regard to the collection of delinquent tax accounts and the sale of delinquent real estate as designated by the Warren County Treasurer. The legal services fees for this work have been negotiated and agreed as follows:

   a. A fee of 20% of the assigned account balances that are more than two (2) years delinquent that POND collects prior to filing suit.
   b. A fee of 20% of the assigned account balances that are more than two (2) years delinquent that POND collects subsequent to filing suit, or where the property is sold by non-judicial sale;
   c. If appointed as Special Commissioner of Sale, the fee shall be a flat rate of $2,000 for the sale of each property.
   d. POND shall not be paid for collection through the state set off debt program.
   e. It is agreed that POND shall receive payment of any unreimbursed costs incurred resulting from the sale as set forth below.
   f. Notwithstanding the foregoing, the COUNTY may elect not to pursue certain parcels to tax sale on account of the costs involved.

2. POND hereby agrees to provide the legal services to the COUNTY beginning on August 1, 2016 and ending on July 31, 2017, unless sooner terminated as provided hereafter in this Agreement. At the expiration of the Agreement, the COUNTY may at its option, extend the Agreement for additional years, upon the same terms and conditions set forth herein, provided that the COUNTY shall give POND written notice of its intentions thirty (30) days before the expiration date of the Agreement.

3. COUNTY understands that certain costs will be incurred in the process of conducting judicial sales of properties subject to delinquent real estate taxes. Anticipated costs include, but are not limited to, title research, appraisals, surveys, service fees, publication costs, deed preparation fees and guardian ad litem fees that are ultimately the responsibility of the COUNTY to pay and which will be billed to COUNTY as they are incurred. Such costs shall be accounted for and paid to COUNTY first prior to any proration of other recovered funds. COUNTY understands that POND may perform some of these services itself and acknowledges and agrees that POND shall be entitled to a reasonable and customary fee for this work in addition to the legal services fee.

4. Both Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

5. The terms of this Agreement and the attached Statement of Work shall constitute the complete and exclusive statement of understanding between the parties relating to the subject matter of this Agreement.

6. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

7. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8. POND understand and acknowledges that in representing the COUNTY it will be privy to confidential information concerning taxpayers, their tax obligations and their property. POND shall not use any information so provided other than for the purposes of this Agreement and shall be bound to keep such information confidential pursuant to the terms of Virginia Code §58.1-3.

9. This agreement shall remain in full force and effect until canceled or revoked by either party, upon 60 days written notice. If cancelled, POND shall be entitled to recovery of any costs expended as well as a reasonable fee to cover its services.

IN WITNESS WHEREOF, both Parties have caused this Agreement to be signed by their duly authorized representatives on the day and year set forth below.

POND LAW GROUP, PC

Signature: _____ Date 8/1/16

WARREN COUNTY TREASURER

Signature: Wanda F Bryant Date 8/29/16

Approved as to form

_____

Dan N. Whitten,
Interim County Attorney

STATEMENT OF WORK

1. This Statement of Work describes the respective roles and responsibilities of COUNTY and POND in performing the requested work.

COUNTY hereby assigns to POND the collection of certain accounts as designated by the Warren County Treasurer. POND shall have full authority to perform all acts necessary to effect the collection of the accounts (the "Legal Services"), and is authorized to receive payments made on the accounts and to endorse COUNTY'S name on any checks or other negotiable instruments that may be received in payment on the accounts; to arrange for payments under such terms as POND deems appropriate for any account; to commence a lawsuit on behalf of COUNTY and to use all other necessary legal proceedings for the recovery of the accounts; and/or place information regarding the accounts with one or more credit bureaus.

COUNTY acknowledges that the Collection Services will be performed by POND as its attorney and that such work constitutes an attorney-client relationship.

2. COUNTY RESPONSIBILITIES

2.1. Upon assignment of designated accounts to POND, COUNTY will provide POND with information reasonably necessary for POND to perform the Legal Services. COUNTY represents and warrants to POND that (a) the account information provided POND and the account balances are accurate and complete; (b) COUNTY has not received notification that any of the account debtors are in bankruptcy and will immediately notify POND if it receives notification of a bankruptcy filing by any of the account debtors; (c) all add-on charges such as interest, late fees and collection fees are just and owing and authorized by applicable law, by contract or both;; and (d) upon notification by POND of a dispute or request for verification of information with respect to any account, COUNTY will promptly furnish POND such information.

2.2. COUNTY shall promptly notify POND of any adjustments or corrections made to the amount due, as well as any notification of a bankruptcy filing on any assigned account.

2.3. COUNTY shall report payments made by debtors directly to COUNTY on a timely basis that the COUNTY deposits in its bank. Any payments made directly to the COUNTY remain subject to the Legal Service Fee and such fee shall be collected by the COUNTY. These direct payments will show on a remittance statement as payments made directly to the COUNTY or will be reported as otherwise agreed. The COUNTY may also choose to forward any payments received from the debtor directly to POND for deposit and posting.

3. POND's RESPONSIBILITIES

3.1. POND shall use any and all legal means available to locate and engage debtors to pay the entire amount of their outstanding accounts owed to the COUNTY including the use of administrative collection tools authorized by the Code of Virginia.

3.2. POND may not settle any account for less than the full amount owed, unless otherwise directed in writing, by the COUNTY.

3.3. POND shall accept electronic account referrals from the COUNTY and referrals that require manual input into the POND collection system. Accounts sent electronically will be in a mutually acceptable format by secure FTP or via e-mail. POND shall insure that its collection system for processing accounts and its reports are compatible with the COUNTY'S method of account referral and necessary accounting.

4. REPORTING/OTHER REQUIREMENTS

4.1 POND shall remit collected funds to COUNTY on a weekly basis on a slight delay to permit such funds to clear through the banking system. POND shall deposit all funds collected in an attorney trust account.

4.2 POND will prepare a monthly report of the overall collections with details about the litigation status of the parcels.

4.3 POND will prepare other such reports as may be reasonably requested by the COUNTY.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
July 20, 2021	**G-12**	Extension of Contract with TACS for Collection of Delinquent Real Estate Tax Accounts	

EXPLANATION & SUMMARY:

Sections 58.1-3919.1 and 58.1-3934 of the Virginia Code give authority to the Treasurer, with the approval of the Board of Supervisors, to hire attorneys to collect any local taxes which have been delinquent six months or more. For the past four (4) years, delinquent real estate tax accounts have been split between TACS and the Pond Law Group. The contract for services has been in effect since August 1, 2016 with the option of renewal for additional years. The original Legal Services Agreement fully executed on July 25, 2016 is attached.

TACS has collected the following amounts since starting collections: (i) $45,996.00 in 2016; (ii) $131,383.48 in 2017; (iii) $230,643.91 in 2018; (iv) $127,087.62 in 2019; and (v) over $39,611.85 in 2020. Due to the hardships created by the COVID-19 pandemic, the Treasurer directed Pond Law to suspend all *new* collection efforts and property auctions in 2020.

The recommendation is to extend the contract an additional one year period from August 1, 2020 until July 31, 2021 as the Treasurer has been satisfied with TACS performance under the current contract and this extension will allow TACS to complete their representation of the County in cases currently pending before the court. The amendment to extend the contract and the collections report are attached hereto.

Section 58.1-3958 of the Virginia Code authorizes the law firm to collect 20 percent of the delinquent taxes collected. The legal fees will be paid out of collected funds. The agreement between TACS and the County states that TACS will receive either a fee of 20% for collections of accounts prior to filing suit or a fee of 25% for collections of accounts subsequent to filing suit. If TACS is appointed Special Commissioner of Sale, the fee will be the greater of 25% or the statutory fee permitted the Commissioner of Sale. The higher fee is allowed under Code of Virginia §58.1-3965 et seq. with approval of the Court. If the higher fee is not approved, it would not be charged. The agreement also states that properties sold at auction will be subject to a minimum legal services fee of $1,500 and properties sold at a non-judicial sale will be subject to a minimum services fee of $500, provided funds are available after payment of the costs of the sale. Any costs of conducting the sale of real estate including title research, appraisals, surveys, service fees, publication costs, deed preparation fees and guardian ad litem fees will be paid out of the collected funds from the sale. After costs are paid out of the proceeds, the attorney's fees and delinquent real estate taxes are paid pro rata from the available proceeds.

The contract with TACS states the attorney will provide weekly remittance reports listing the account name, account number, credits to account, total amount collected and fees associated with collections. The attorney will also provide a monthly report detailing overall collections as well as details about the litigation status of the parcels. TACS will remit collected funds to the County on a weekly basis.

COST & FINANCING:

All legal fees will be paid out of the collected funds. The county will only be responsible for paying sale costs, if the collected funds do not cover the costs.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the Warren County Treasurer to execute the amendment to the agreement between TACS and Warren County by and through the Warren County Treasurer for collection of certain real estate tax accounts as designated by the Warren County Treasurer for a one year term from August 1, 2021 to July 31, 2022 with the option of additional years.

ALTERNATIVE MOTIONS:

I move that the Board of Supervisors not authorize the Warren County Treasurer to execute the agreement between TACS and Warren County by and through the Warren County Treasurer for collection of certain real estate tax accounts as designated by the Warren County Treasurer for a one year term from August 1, 2021 to July 31, 2022 with the option of additional years.

OR

I move that this item be postponed until _____.

SUBMITTED BY:	**DISPOSITION OF BOARD:** ☐ **APPROVED** ☐ **OTHER**	**PROCESSED BY:**
Jamie Spiker, Treasurer and Caitlin Jordan, Sr. Asst. County Attorney	**(DESCRIBE)**	

AMENDMENT #5 TO AGREEMENT BETWEEN TAXING AUTHORITY CONSULTING SERVICES AND THE COUNTY OF WARREN, VIRGINIA BY AND THROUGH ITS TREASURER

THIS AMENDMENT (hereinafter the "Amendment"), made this _____ day of _____, 2021 by and between **TAXING AUTHORITY CONSULTING SERVICES, P.C.** (hereinafter "TACS"), located at P.O. Box 31800, Henrico, Virginia 23294-1800 and the **COUNTY of WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, located at 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630, by and through its **TREASURER**, pursuant to Code of Virginia §58.1-3966 (hereinafter "COUNTY")

W I T N E S S E T H:

WHEREAS, TACS and the COUNTY executed an agreement for the collection of delinquent real estate taxes (hereinafter the "Agreement"), which was effective August 1, 2016; and

WHEREAS, the Agreement has been in effect for four (4) terms of one (1) year from August 1, 2016 through July 31, 2021 with the option to renew the Agreement for additional years; and

WHEREAS, both parties now desire to amend the Agreement to extend the Agreement for one (1) additional year; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Extension of Agreement Term – The Agreement shall be extended until July 31, 2022 with the option of both parties to extend the Agreement for additional years.

2. Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, both Parties have caused this Amendment to the Agreement to be signed by their duly authorized representatives on the day and year set forth below.

TACS, P.C.		WARREN COUNTY TREASURER	
_____	_____	_____	_____
Signature:	Date	Signature:	Date

Approved as to form:

_____
Caitlin Jordan
Senior Assistant County Attorney

LEGAL SERVICES AGREEMENT

Delinquent Tax Collection

THIS AGREEMENT is made and entered into by and between TAXING AUTHORITY CONSULTING SERVICES, P.C. (hereinafter "TACS"), located at P.O. Box 31800, Henrico, Virginia 23294-1800 and WARREN COUNTY by and through its TREASURER, pursuant to Code of Virginia §58.1-3966 (hereinafter "COUNTY"), together the parties.

TACS shall furnish Legal Services to COUNTY for the collection of delinquent tax accounts as designated by the Warren County Treasurer and as set forth in the attached Statement of Work.

1. The terms of this Agreement and the attached Statement of Work shall constitute the complete and exclusive statement of understanding between the parties relating to the subject matter of this Agreement.

2. TACS shall provide legal services to COUNTY with regard to the collection of delinquent tax accounts and the sale of delinquent real estate as designated by the Warren County Treasurer. The legal services fees for this work have been negotiated and agreed as follows:

a. A fee of 20% of the assigned account balances it collects prior to filing suit.
b. A fee of 25% of the assigned account balances it collects subsequent to filing suit, or where the property is sold by non-judicial sale;
c. If appointed as Special Commissioner of Sale, the fee shall be the greater of 25% of all assigned account balances due or the statutory fee permitted the Commissioner of Sale.
d. Properties which are sold at a delinquent tax auction shall be subject to a minimum legal services fee of $1,500.00 provided funds are available after the payment of all taxes and costs of sale. Properties which are sold pursuant to Code of Virginia §58.1-3975 at a non-judicial sale shall be subject to a minimum legal services fee of $500.00 provided funds are available after the payment of all taxes and costs of sale.
e. TACS shall not be paid for collection through the state set off debt program.
f. It is agreed that TACS shall receive payment of any unreimbursed costs incurred resulting from the sale as set forth below.
g. Notwithstanding the foregoing, the COUNTY may elect not to pursue certain parcels to tax sale on account of the costs involved.

3. TACS hereby agrees to provide the legal services to the COUNTY beginning on August 1, 2016 and ending on July 31, 2017, unless sooner terminated as provided hereafter in this Agreement. At the expiration of the Agreement, the COUNTY may at its option, extend the Agreement for additional years, upon the same terms and conditions set forth herein, provided that the COUNTY shall give TACS written notice of its intentions thirty (30) days before the expiration date of the Agreement.

4. COUNTY understands that certain costs will be incurred in the process of conducting judicial sales of properties subject to delinquent real estate taxes. Anticipated costs include, but are not limited to, title research, appraisals, surveys, service fees, publication costs, deed preparation fees and guardian ad litem fees that are ultimately the responsibility of the COUNTY to pay and which will be billed to COUNTY as they are incurred. Such costs shall be accounted for and paid to COUNTY first prior to any proration of other recovered funds. COUNTY understands that TACS may perform some of these services itself and acknowledges and agrees that TACS shall be entitled to a reasonable and customary fee for this work in addition to the legal services fee.

5. Both Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

6. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

7. COUNTY understands and acknowledges that TACS represents other governmental entities and hereby consents to such representation of other governmental entities that may also be seeking payment from the same debtor. In the event that TACS recovers payment from a debtor that is indebted to two or more client entities, such payment will be divided pro rata between or among the client entities unless otherwise dictated by the debtor.

8. The parties acknowledge that other collection services may be desired and agree that such services may be added to this agreement when such services are defined. Such new work, prior to being initiated, shall be specified in writing as mutually agreed to between the Parties.

9. TACS understand and acknowledges that in representing the COUNTY it will be privy to confidential information concerning taxpayers, their tax obligations and their property. TACS shall not use any information so provided other than for the purposes of this Agreement and shall be bound to keep such information confidential pursuant to the terms of Virginia Code §58.1-3.

10. This agreement shall remain in full force and effect until canceled or revoked by either party, upon 60 days written notice. If cancelled, TACS shall be entitled to recovery of any costs expended as well as a reasonable fee to cover its services.

IN WITNESS WHEREOF, both Parties have caused this Agreement to be signed by their duly authorized representatives on the day and year set forth below.

TACS, PC	WARREN COUNTY TREASURER
Signature: _____ 7/20/16 Date	Wanda J Bryant 7-25-16 Signature: Date

STATEMENT OF WORK

1. This Statement of Work describes the respective roles and responsibilities of COUNTY and TACS in performing the requested work.

   COUNTY hereby assigns to TACS for collection of certain accounts as designated by the Warren County Treasurer. TACS shall have full authority to perform all acts necessary to effect the collection of the accounts (the "Legal Services"), and is authorized to receive payments made on the accounts and to endorse COUNTY'S name on any checks or other negotiable instruments that may be received in payment on the accounts; to arrange for payments under such terms as TACS deems appropriate for any account; to commence a lawsuit on behalf of COUNTY and to use all other necessary legal proceedings for the recovery of the accounts; and/or place information regarding the accounts with one or more credit bureaus.

   COUNTY acknowledges that the Collection Services will be performed by TACS as its attorney and that such work constitutes an attorney-client relationship.

2. COUNTY RESPONSIBILITIES

2.1. Upon assignment of designated accounts to TACS, COUNTY will provide TACS with information reasonably necessary for TACS to perform the Legal Services. COUNTY represents and warrants to TACS that (a) the account information provided TACS and the account balances are accurate and complete; (b) COUNTY has not received notification that any of the account debtors are in bankruptcy and will immediately notify TACS if it receives notification of a bankruptcy filing by any of the account debtors; (c) all add-on charges such as interest, late fees and collection fees are just and owing and authorized by applicable law, by contract or both; (d) any previous collection agency engaged for the collection of the same accounts has been instructed to cease and desist contact with the account debtor; and (e) upon notification by TACS of a dispute or request for verification of information with respect to any account, COUNTY will promptly furnish TACS such information.

2.2. COUNTY shall promptly notify TACS of any adjustments or corrections made to the amount due, as well as any notification of a bankruptcy filing on any assigned account.

2.3. COUNTY shall report payments made by debtors directly to COUNTY on a timely basis that the COUNTY deposits in its bank. Any payments made directly to the COUNTY remain subject to the Legal Service Fee and such fee shall be collected by the COUNTY. These direct payments will show on a remittance statement as payments made directly to the COUNTY or will be reported as otherwise agreed. The COUNTY may also choose to forward any payments received from the debtor directly to TACS for deposit and posting.

3. TACS RESPONSIBILITIES

3.1. TACS shall use any and all legal means available to locate and engage debtors to pay the entire amount of their outstanding accounts owed to the COUNTY including the use of administrative collection tools authorized by the Code of Virginia.

3.2. TACS may not settle any account for less than the full amount owed, unless otherwise directed in writing, by the COUNTY.

3.3. TACS shall accept electronic account referrals from the COUNTY and referrals that require manual input into the TACS collection system. Accounts sent electronically will be in a mutually acceptable format by secure FTP or via e-mail. TACS shall insure that its collection system for processing accounts and its reports are compatible with the COUNTY'S method of account referral and necessary accounting.

4. REPORTING/OTHER REQUIREMENTS

4.1 TACS will prepare a regular weekly Remittance Report listing the account name, account number, credits to the accounts (for accounts involving litigation, recovered costs), total amount collected, and TACS fees associated with the collections.

4.2 TACS shall remit collected funds to COUNTY on a weekly basis on a slight delay to permit such funds to clear through the banking system. TACS shall deposit all funds collected in an attorney trust account.

4.3 TACS will prepare a monthly report of the overall collections with details about the litigation status of the parcels.

4.4 TACS will prepare other such reports as may be reasonably requested by the COUNTY.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
July 20, 2021	**G-13**	Amendment #1 to the Contract Between The County of Warren, Virginia and B & B Excavating.	**1 of 1**

EXPLANATION & SUMMARY:

In September 2020, the Board of Supervisors accepted three (3) bids for a qualified firm to provide hired equipment services on an as needed basis. In November 2020, the Board authorized and approved the execution for a contract for hired equipment services between the County of Warren, Virginia and B & B Excavating.

On July 1, 2021, the current agreement expired. B & B Excavating provides satisfactory services and performance. The contract contains a renewal option that provides for two (2) additional one (1) year terms. Pursuant to the renewal option, the proposed Amendment to the Contract would extend the contract for another one (1) year term beginning July 1, 2021 until June 30, 2022.

A copy of the original contract and the proposed Amendment with B & B Excavating have been attached hereto.

COST & FINANCING:

The funding for work in Shenandoah Farms Sanitary District will come from Shenandoah Farms Sanitary District Budget Code 43050.

The funding for work in Lake Front Royal Sanitary District will come from Lake Front Royal Sanitary district Budget Code 54050.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the County Administrator to execute the amendment to the contract with B & B Excavating in accordance with the renewal option in the contract, to extend the contract for a one (1) year term from July 1, 2021, to June 30, 2022.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors not authorize the County Administrator to execute the Amendment to the contract with B & B Excavating.

OR

I move that the Board of Supervisors table this item for further discussion until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Mike Berry, Public Works Director Caitlin W. Jordan, Senior Assistant County Attorney		

AMENDMENT #1
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND B&B EXCAVATING

THIS AMENDMENT (hereinafter the "Amendment") dated this _____ day of _____, 2020, by and between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia whose address is 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the "County"), and **B&B Excavating** whose address is P.O. Box 583, Front Royal, Virginia 22630 (hereinafter the "Service Provider")

WITNESSETH:

WHEREAS, the County and Service Provider executed a contract for services, which was effective November 16, 2020 (hereinafter the "Contract"); and

WHEREAS, the Contract was in effect for approximately seven (7) months, from November 16, 2020 through June 30, 2021; and

WHEREAS, the County has the option of renewing the Contract for two (2) additional one (1) year term; and

WHEREAS, the County desires to extend the Contract for one (1) additional one (1) year term.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Contract Term – The Amendment is in effect unless terminated in accordance with the terms of the Contract from July 1, 2021, through June 30, 2022.
2. Renewal – The Contract will be renewable for one (1) additional one (1) year term at the option of the County at the expiration of this Amendment.
3. Other Terms of the Contract – All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)	**County of Warren, Virginia**
Attest: _____	By: _____
Type Name: _____	Type Name: _____
Title: _____	Title: _____
	Date: _____
(SEAL)	**B &B Excavation**
Attest: _____	By: _____
Type Name: _____	Type Name: _____
Title: _____	Title: _____
	Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

CONTRACT FOR SERVICES BETWEEN WARREN COUNTY, VIRGINIA AND B & B EXCAVATING, LLC

THIS CONTRACT FOR SERVICES (the "Contract") is made and entered into this 16 day of November, 2020, by and between **THE COUNTY OF WARREN, VIRGINIA,** (the "County") a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630, and **B & B EXCAVATING, LLC**, (the "Service Provider") whose mailing address is P.O. Box 583, Front Royal, Virginia 22630, and whose Federal Employer Identification Number is 61-1806803.

W I T N E S S E T H :

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services (the "Services"):

The Service Provider shall provide all labor and equipment necessary on an as-needed basis, for general construction, athletic field construction, road maintenance, repair, stormwater management, perimeter erosion and sediment controls, drainage improvement work and utilities for County Departments, Public Schools and Sanitary Districts in Warren County in accordance with the specifications in the Warren County Hired Equipment Services Invitation for Bids, due on June 26, 2020.

All work shall be completed in general conformance with County and Virginia Department of Transportation standards and specifications.

The County may utilize additional equipment owned by the Service Provider not listed in Service Provider's bid proposal at agreed-upon hourly rates on an as-needed basis.

1. **Place of Service Performance/Delivery:** Warren County, Virginia.

2. **Time of Service Delivery:** The Service Provider will provide the Services on an as-needed basis.

3. **Term of Contract:** This Contract shall be in effect from the date described above, and if not filled in the date that the last party signs the Contract, and continuing (if not otherwise terminated pursuant to the terms of this Contract) until June 30, 2021 (hereinafter the "Contract Term"). The County has the option of renewing the Contract for up to two additional one-year terms (hereinafter the "Renewal Term") upon written notice thereof to the Service Provider.

4. **Payment:** The County shall pay to the Service Provider for use of its equipment the hourly rates provided on Service Provider's Equipment and Hourly Rates form submitted with its bid. All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in the hourly rate. The Service Provider shall furnish monthly invoices to the County for services rendered if any work has been performed. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five days of the receipt of such invoice.

5. **Payment of Subcontractors:** No portion of the work shall be subcontracted without prior written consent of the County. In keeping with the Virginia Public Procurement Act (Title 2.2, Chapter 43 of the Virginia Code), should there be any subcontractor that may be contracted in completion of the Services, Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Service Provider by the County for work performed by the subcontractor under that contract: (i) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (ii) notify the County and subcontractor, in writing, of Service Provider's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Service Provider agrees to and will provide Service Provider's Federal Employer Identification Number. In the case of any individual subcontractors, such individual subcontractors will provide their social security numbers. Service Provider agrees to pay interest to any subcontractor on all amounts owed by Service Provider that remain unpaid after seven days following receipt by the Service Provider of payment from the County for work performed by the subcontractor under that contract, except for amounts withheld as allowed in paragraph 5. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. Service Provider agrees to include in any subcontract it may enter for the completion of this Project a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Service Provider's obligation to pay an interest charge to a subcontractor pursuant to this Article shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

6. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and equipment used by the Service Provider under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

8. **Independent Contractor:** Service Provider understands and agrees that the relationship of Service Provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. **Non-Discrimination:** Warren County does not discriminate against faith-based organizations as they are defined in Virginia Code § 2.2-4343.1. In keeping with Virginia Code § 2.2-4311, during the performance of this Contract, the Service Provider agrees as follows:

a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Service Provider will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. **Drug-free Workplace.** In keeping with Virginia Code § 2.2-4312, during the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **Compliance with Immigration Laws:** In keeping with Virginia Code § 2.2-4311.1, the Service Provider agrees and represents that it does not now, nor will it during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

12. **Service Provider Authorized to Transact Business in Virginia:** During the performance of this contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

13. **Termination for Cause:** This Contract may be terminated by the County upon ten days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's. Service Provider shall be compensated for work performed through the date of termination but not for termination expenses, including any expenses directly attributable to termination. Lost profits on services not performed shall not be paid.

14. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon ten days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include lost profits on services not performed as a result of such termination for convenience.

15. **Claims and Disputes:** The procedure governing contractual disputes described in Virginia Code § 2.2-4363 shall apply to any disputes that may arise concerning this Contract.

16. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

17. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

18. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

19. **Indemnification:** Service Provider agrees to defend, indemnify, and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-contractor's negligence and/or any joint negligence of the County, Service Provider, or sub-contractor.

20. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

21. **Amendments:** This Contract may be altered, modified or amended only by written instruments signed by both parties.

22. **Severability:** If any portion of this Contract shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Contract intact.

23. **Enforcement:** This Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

24. **Insurance and Amount of Insurance Required:** Contractor shall procure and maintain general liability insurance to protect itself and the County from claims under the Workers' Compensation Act and form any other claim for damages or personal injury, including death, and for damages to property which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Contractor shall deliver to Owner, upon execution of this Contract, certificates of such insurance. Such insurance shall name the County as an additional insured and shall contain a provision that coverages afforded under the policies shall not be terminated, cancelled, or otherwise allowed to expire unless written notice is given to Owner at least 30 days in advance. Such insurance shall provide for coverage in the following amounts and be effective through the date of the end of the Project unless as further specified in general or supplemental conditions made a part of this Contract.

Contractor's General Liability:	$1,000,000 each occurrence
	$2,000,000 aggregate
Products, Completed Operations:	$2,000,000 aggregate
Automobile Insurance:	$1,000,000 combined single limit
Workers' Compensation	Virginia statutory requirements
(See Virginia Code § 2.2-4332)	

25. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this Contract; the Invitation for Bids for Hired Equipment Services due June 26, 2020; the Service Provider's Bid Application Form (including the attached Equipment and Hourly Rates Form), and all Modifications issued after execution of this Contract for Services. These

documents form the Contract, and are as fully a part of the Contract as if attached to this Contract.

IN WITNESS WHEREOF, the undersigned parties hereafter have made and executed this Contract as of the day and year first above written.

COUNTY OF WARREN, VIRGINIA

BY: Edwin C. Daley
Print Name: Edwin Daley
Title: County Administrator
Date: 11/16/2020

Attest: Dana Winner
Print Name: Dana Winner
Title: Legal Assistant
Date: 11/16/20

SERVICE PROVIDER:

Christopher Black
B & B EXCAVATING, LLC

BY: Christopher Black
Print Name: Christopher Black
Title: Owner/ Operator
Date: 11/12/20

Attest: Amber Black
Print Name: Amber Black
Title: Secretary
Date: 11/12/20

HIRED EQUIPMENT SERVICES
2020-2021 ANNUAL TERM CONTRACT
EQUIPMENT AND HOURLY RATES FORM

Equipment With Operator	Description	Number Available	Unit Rate w/ Operator
Backhoe	Rubber Tire, Min. 60 HP w/ 18 &24" Bucket		$80.00 /hr.
Grader	Min. 24,000 lbs		N/A /hr.
Excavator (Track)	Min. 50,000 lbs w/ 1 c.y. Bucket		N/A /hr.
Excavator (Track)	Min. 35,000 lbs w/ 3/4 c.y. Bucket		N/A /hr.
Loader (Track)	Min. 110 HP w/ min 2 c.y. Bucket		$110.00 /hr.
Dozer (Track)	Min. 90 HP		85.00 /hr.
Backhoe w/Hyd. Breaker (hoeram)	up to 1200 ft. lbs.		$125.00 /hr.
Excavator w/Hyd. Breaker (hoeram)	over 1200 ft. lbs.		N/A /hr.
Steel Wheel Roller	Min. 6 ton vibratory		80.00 /hr.
Trench Roller (Rammax Type)	Min. 3000 lbs		75.00 /hr.
Vibratory Rammer (Wacker Type)	Min. 600 blows/Min.		50.00 /hr.
Rubber Tire Loader	Min. 2 1/2 C.Y. Bucket		N/A /hr.
Air Comperssor w/ jackhammer	Min. 365 CFM/Min. 1250 bmp		N/A /hr.
Pavement/concrete saw	Handheld type		25.00 /hr.
Skid Steer Loader	Min. 40 HP		80.00 /hr.
Single Axle Duptruck	Min. 28,000 GVW		N/A /hr.
Tandem Axle Dumptruck	Min. 50,000 GVW		70.00 /hr.
Tandem Axle Dumptruck (Rock Bed)	Min. 50,000 GVW		75.00 /hr.
Tractor with Lowboy	Min. 35 ton		N/A /hr.
Water Truck	Min. 1,000 Gal Tank w/ Min. 2" Pump		80 /hr.
Water Pump	Min 4" w/ hose		N/A /hr.
Flagger	VDOT certified Flagperson		N/A /hr.
Laborer	General Laborer for Handwork		25.00 /hr.
Chainsaw	Min. 16" bar		25.00 /hr.
Brush Chipper	Min. 12" infeed capacity		N/A /hr.
Tractor with Boom Mower	Rotary Side Mount (roadside trimming)		80.00 /hr.
Tractor with Sickle Bar Mower	Min. 40 HP W/Min. 6' bar		75.00 /hr.
Grass Trimmer (Weedeater)	Gas Powered Handwork		20.00 /hr.
Regular Mobilization	1 per call out within 48 hr. of notification		/ea.
Emergency Mobilization	1 per call out within 8 hr. of notification		/ea.

Additional Equipment

Type of Equipment	Model Number/Description	Number	Rate

Contractor/Representative's Name: B+B Excavating / Christopher J Black Date: 06/26/2020

Contractor/Representative's Signature: B+B Excavating / Christopher J Black

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
July 20, 2021	**G-14**	Amendment #1 to the Contract Between the County of Warren, Virginia and Carroll Construction Company	**1 of 1**

EXPLANATION & SUMMARY:

In September 2020, the Board of Supervisors accepted three (3) bids for a qualified firm to provide hired equipment services on an as needed basis. In November 2020, the Board authorized and approved the execution for a contract for hired equipment services between the County of Warren, Virginia and Carroll Construction Company.

On July 1, 2021, the current agreement expired. Carroll Construction Company provides satisfactory services and performance. The contract contains a renewal option that provides for two (2) additional one (1) year terms. Pursuant to the renewal option, the proposed Amendment to the Contract would extend the contract for another one (1) year term beginning July 1, 2021 until June 30, 2022. Select rates that include laborers increased effective July 1, 2021

A copy of the original contract, the rates to be in effect during this term and the proposed Amendment with Carroll Construction Company are attached hereto.

COST & FINANCING:

The funding for work in Shenandoah Farms Sanitary District will come from Shenandoah Farms Sanitary District Budget Code 43050.

The funding for work in Lake Front Royal Sanitary District will come from Lake Front Royal Sanitary district Budget Code 54050.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the County Administrator to execute the amendment to the contract with Carroll Construction Company in accordance with the renewal option in the contract, to extend the contract for a one (1) year term from July 1, 2021, to June 30, 2022.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors not authorize the County Administrator to execute the Amendment to the contract with Carroll Construction Company.

OR

I move that the Board of Supervisors table this item for further discussion until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Mike Berry, Public Works Director and Caitlin W. Jordan, Senior Assistant County Attorney		

AMENDMENT # 1 TO THE CONTRACT
BETWEEN THE COUNTY OF WARREN, VIRGINIA
AND CARROLL CONSTRUCTION COMPANY

THIS AMENDMENT TO CONTRACT (hereinafter the "Amendment") is made and entered into this ____ day of _____, 2021, by and between **THE COUNTY OF WARREN, VIRGINIA,** a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the "County"), and **CARROLL CONSTRUCTION COMPANY** whose mailing address is 283 Ebert Road, Winchester, Virginia 22603 (hereinafter called the "Service Provider").

WITNESSETH:

WHEREAS, the County and Service Provider executed a contract for services, which was effective November 16, 2020 (hereinafter the "Contract"); and

WHEREAS, the Contract was in effect for approximately seven (7) months, from November 16, 2020 through June 30, 2021; and

WHEREAS, the County has the option of renewing the Contract for two (2) additional one (1) year terms; and

WHEREAS, the County desires to extend the Contract for one (1) additional one (1) year term.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Contract Term **–** The Amendment is in effect unless terminated in accordance with the terms of the Contract from July 1, 2021 through June 30, 2022.
2. Renewal – The Contract will be renewable for one (1) additional one (1) year term at the option of the County at the expiration of this Amendment.
3. Other Terms of the Contract – All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL) **County of Warren, Virginia**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

(SEAL) **Carroll Construction Company**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

Carroll Construction Co.
Renewal Hourly Equipment Rates
Warren County
Effective July 1, 2021

Equipment with Operator	Description	Number Available	Unit Rate with Operator
Backhoe	Backhoe	2	$ 75.00
Grader	Large Grader	1	$ 100.00
Pavement/Concrete Saw	Concrete Saw	1	$ 55.00
Skid Steer Loader	Skid Steer Loader	2	$ 65.00
Tandem Axle Dumptruck	Tandem Dump Truck	6	$ 75.00
Tractor with Lowboy	Tractor with Lowboy	1	$ 120.00
Flagger	Flagger	4	$ 45.00
Dump Truck with Tandem Trailer	Tandem Dump with Trailer	1	$ 80.00
Maintainer	Small Grader	2	$ 90.00
Sign Truck	Sign Truck	1	$ 65.00
Skid Steer with Milling Head	Skid Steer with Milling Head	1	$ 85.00
Milling Machine	Milling Machine	1	$ 275.00
Paver	Paver with 3 Operators	3	$ 225.00
Self Propelled Chip Spreader	Chipspreader with 3 Operators	2	$ 250.00
Tar Distributor	Tar Distributor - 2000 Gallons	2	$ 175.00
Shoulder Machine	Shoulder Machine with 3 Operators	1	$ 225.00
Tractor and Broom	Tractor & Broom	1	$ 60.00
Steel Wheel Roller	Hamm HD-110	1	$ 85.00
Steel Wheel Roller	DD32-3 Ton Roller	1	$ 75.00
Steel Wheel Roller	SD-100 Roller - 10 Ton	1	$ 85.00
Water Truck	Water Truck-1000 Gallons	1	$ 65.00
Labor	Laborer	As required	$ 45.00
Flagger	Flagger	As required	$ 45.00

Carroll Construction Co. Beth Lewin Date: 6/24/21

Signed Beth Lewin

CONTRACT FOR SERVICES BETWEEN WARREN COUNTY, VIRGINIA AND CARROLL CONSTRUCTION CO.

THIS CONTRACT FOR SERVICES (the "Contract") is made and entered into this 16 day of November, 2020, by and between **THE COUNTY OF WARREN, VIRGINIA,** (the "County") a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630, and **CARROLL CONSTRUCTION CO.,** (the "Service Provider") whose mailing address is 283 Ebert Road, Winchester, Virginia 22603, and whose Federal Employers Identification Number is 54-1430913.

W I T N E S S E T H :

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services (the "Services"):

> **The Service Provider shall provide all labor and equipment necessary on an as-needed basis, for general construction, athletic field construction, road maintenance, repair, stormwater management, perimeter erosion and sediment controls, drainage improvement work and utilities for County Departments, Public Schools and Sanitary Districts in Warren County in accordance with the specifications in the Warren County Hired Equipment Services Invitation for Bids due on June 26, 2020.**
>
> **All work shall be completed in general conformance with County and Virginia Department of Transportation standards and specifications.**
>
> **The County may utilize additional equipment owned by the Service Provider not listed in Service Provider's bid proposal at agreed-upon hourly rates on an as-needed basis.**

1. **Place of Service Performance/Delivery:** Warren County, Virginia.

2. **Time of Service Delivery:** The Service Provider will provide the Services on an as-needed basis.

3. **Term of Contract:** This Contract shall be in effect from the date described above, and if not filled in the date that the last party signs the Contract, and continuing (if not otherwise terminated pursuant to the terms of this Contract) until June 30, 2021 (hereinafter the "Contract Term"). The County has the option of renewing the contract for up to two additional one year terms (hereinafter the "Renewal Term") upon written notice thereof to the Service Provider.

4. **Payment:** The County shall pay to the Service Provider for the use of its equipment the hourly rates provided on Service Provider's Equipment and Hourly Rates form submitted with its bid. All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in the hourly rate. The Service Provider shall furnish monthly invoices to the County for services rendered if any work has been performed. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five days of the receipt of such invoice.

5. **Payment of Subcontractors:** No portion of the work shall be subcontracted without prior written consent of the County. In keeping with the Virginia Public Procurement Act (Title 2.2, Chapter 43 of the Virginia Code), should there be any subcontractor that may be contracted in completion of the Services, Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Service Provider by the County for work performed by the subcontractor under that contract: (i) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (ii) notify the County and subcontractor, in writing, of Service Provider's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Service Provider agrees to and will provide Service Provider's Federal Employer Identification Number. In the case of any individual subcontractors, such individual subcontractors will provide their social security numbers. Service Provider agrees to pay interest to any subcontractor on all amounts owed by Service Provider that remain unpaid after seven days following receipt by the Service Provider of payment from the County for work performed by the subcontractor under that contract, except for amounts withheld as allowed in paragraph 5. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. Service Provider agrees to include in any subcontract it may enter for the completion of this Project a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Service Provider's obligation to pay an interest charge to a subcontractor pursuant to this Article shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

6. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and equipment used by the Service Provider under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

8. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. **Non-Discrimination:** Warren County does not discriminate against faith-based organizations as they are defined in Virginia Code § 2.2-4343.1. In keeping with Virginia Code § 2.2-4311, during the performance of this Contract, the Service Provider agrees as follows:

a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Service Provider will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. **Drug-free Workplace.** In keeping with Virginia Code § 2.2-4312, during the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **Compliance with Immigration Laws:** In keeping with Virginia Code § 2.2-4311.1, the Service Provider agrees and represents that it does not now, nor will it during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

12. **Service Provider Authorized to Transact Business in Virginia:** During the performance of this Contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

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15. **Claims and Disputes:** The procedure governing contractual disputes described in Virginia Code § 2.2-4363 shall apply to any disputes that may arise concerning this Contract.

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20. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

21. **Amendments:** This Contract may be altered, modified or amended only by written instruments signed by both parties.

22. **Severability:** If any portion of this Contract shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Contract intact.

23. **Enforcement:** This Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

24. **Insurance and Amount of Insurance Required:** Contractor shall procure and maintain general liability insurance to protect itself and the County from claims under the Workers' Compensation Act and form any other claim for damages or personal injury, including death, and for damages to property which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Contractor shall deliver to Owner, upon execution of this Contract, certificates of such insurance. Such insurance shall name the County as an additional insured and shall contain a provision that coverages afforded under the policies shall not be terminated, cancelled, or otherwise allowed to expire unless written notice is given to Owner at least 30days in advance. Such insurance shall provide for coverage in the following amounts and be effective through the date of the end of the Project unless as further specified in general or supplemental conditions made a part of this Contract.

Contractor's General Liability:	$1,000,000 each occurrence
	$2,000,000 aggregate
Products, Completed Operations:	$2,000,000 aggregate
Automobile Insurance:	$1,000,000 combined single limit
Workers' Compensation	Virginia statutory requirements
(See Virginia Code § 2.2-4332)	

25. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this Contract; the Invitation for Bids for Hired Equipment Services due June 26, 2020; the Service Provider's Bid Application Form (including the attached Equipment and Hourly Rates Form and Supplemental Equipment Listing for Carroll Construction Co.); and all

Modifications issued after execution of this Contract. These documents form the Contract, and are as fully a part of the Contract as if attached to this Contract.

IN WITNESS WHEREOF, the undersigned parties hereafter have made and executed this Contract as of the day and year first above written.

COUNTY OF WARREN, VIRGINIA

BY: Edwin C. Daley
Print Name: Edwin Daley
Title: County Administrator
Date: 11/17/2020

Attest: Dana Winner
Print Name: Dana Winner
Title: Legal Assistant
Date: 11/16/20

SERVICE PROVIDER:

CARROLL CONSTRUCTION CO.

BY: Beth C. Lewin
Print Name: Beth C. Lewin
Title: Pres.
Date: 11/13/20

Attest: Marjorie Caroline Butler
Print Name: Marjorie Caroline Butler
Title: Bookkeeper
Date: 11-13-2020

MARJORIE CAROLINE BUTLER
NOTARY PUBLIC
REG. #364441
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 05/31/2021

HIRED EQUIPMENT SERVICES
2020-2021 ANNUAL TERM CONTRACT
EQUIPMENT AND HOURLY RATES FORM

Equipment With Operator	Description	Number Available	Unit Rate w/ Operator
Backhoe	Rubber Tire, Min. 60 HP w/ 18 &24" Bucket	2	75.00 /hr.
Grader	Min. 24,000 lbs	1	100.00 /hr.
Excavator (Track)	Min. 50,000 lbs w/ 1 c.y. Bucket		/hr.
Excavator (Track)	Min. 35,000 lbs w/ 3/4 c.y. Bucket		/hr.
Loader (Track)	Min. 110 HP w/ min 2 c.y. Bucket		/hr.
Dozer (Track)	Min. 90 HP		/hr.
Backhoe w/Hyd. Breaker (hoeram)	up to 1200 ft. lbs.		/hr.
Excavator w/Hyd. Breaker (hoeram)	over 1200 ft. lbs.		/hr.
Steel Wheel Roller	Min. 6 ton vibratory		/hr.
Trench Roller (Rammax Type)	Min. 3000 lbs		/hr.
Vibratory Rammer (Wacker Type)	Min. 600 blows/Min.		/hr.
Rubber Tire Loader	Min. 2 1/2 C.Y. Bucket		/hr.
Air Comperssor w/ jackhammer	Min. 365 CFM/Min. 1250 bmp		/hr.
Pavement/concrete saw	Handheld type	1	55.00 /hr.
Skid Steer Loader	Min. 40 HP	1	65.00 /hr.
Single Axle Duptruck	Min. 28,000 GVW		/hr.
Tandem Axle Dumptruck	Min. 50,000 GVW	6	75.00 /hr.
Tandem Axle Dumptruck (Rock Bed)	Min. 50,000 GVW		/hr.
Tractor with Lowboy	Min. 35 ton	1	120.00 /hr.
Water Truck	Min. 1,000 Gal Tank w/ Min. 2" Pump		/hr.
Water Pump	Min 4" w/ hose		/hr.
Flagger	VDOT certified Flagperson	4	40.00 /hr.
Laborer	General Laborer for Handwork		/hr.
Chainsaw	Min. 16" bar		/hr.
Brush Chipper	Min. 12" infeed capacity		/hr.
Tractor with Boom Mower	Rotary Side Mount (roadside trimming)		/hr.
Tractor with Sickle Bar Mower	Min. 40 HP W/Min. 6' bar		/hr.
Grass Trimmer (Weedeater)	Gas Powered Handwork		/hr.
Regular Mobilization	1 per call out within 48 hr. of notification		/ea.
Emergency Mobilization	1 per call out within 8 hr. of notification		/ea.
Additional Equipment			
Type of Equipment	Model Number/Description	Number	Rate
	See attached		

Contractor/Representative's Name: Beth Lewis Date: 6-15-20

Contractor/Representative's Signature: Beth

Shenandoah Farms Sanitary District
Application for 2020-2021
Equipment Rates
Supplemental Equipment Listing for
Carroll Construction Co.

Equipment with Operator	Description	Number Available	Unit Rate With Operator
Dump Truck with Trailer	Tandem Dump with Trailer	1	$ 80.00
Maintainer	Small Grader	2	$ 90.00
Sign Truck	Sign Truck	1	$ 65.00
Skid Steer with Milling Head	Skid Steer with Milling Head	1	$ 85.00
Milling Maching	Milling Machine		$ 275.00
Paver	Paver with 3 operators	2	$ 200.00
Self Propelled Chip Spreader	Chip spreader with 3 operators	1	$ 200.00
Tar Distributor	Tar Distributor-2000 gallons	2	$ 135.00
Shoulder Machine	Shoulder machine with 3 operators	1	$ 200.00
Tractor & Broom	Tractor & Broom	1	$ 60.00
Steel Wheel Roller	Hamm HD-110	1	$ 85.00
Steel Wheel Roller	DD-32 Roller - 3 Ton	1	$ 75.00
Steel Wheel Roller	SD-100 Roller - 10 Ton	1	$ 85.00
Water Truck	Water Truck - 1000 Gallon	1	$ 65.00
Labor	Laborer	As required	$ 40.00
Flagger	Flagger	As required	$ 40.00

Contractor/Representative Beth Lewin Date: 6-15-20

Contractor Signature Beth C

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
July 20, 2021	G-15	Amendment #1 to the Contract Between The County of Warren, Virginia and H & W Construction Company	1 of 1

EXPLANATION & SUMMARY:

In September 2020, the Board of Supervisors accepted three (3) bids for a qualified firm to provide hired equipment services, on an as needed basis. In November 2020, the Board authorized and approved the execution of a contract for hired equipment services between the County of Warren, Virginia and H & W Construction Company.

On July 1, 2021, the current agreement expired. H & W Construction Company has provided satisfactory services and performances. The contract contains a renewal option that provides for two (2) additional one (1) year terms. Pursuant to the renewal option, the proposed Amendment to the Contract would extend the contract for another one (1) year term, beginning July 1, 2021, until June 30, 2022. Rates for the contract term are attached and will remain the same as provided in the original contract term executed December 9, 2020.

A copy of the original contract, the rates to be in effect during this term and the proposed Amendment with H & W Construction Company is attached hereto.

COST & FINANCING:

The funding for work in Shenandoah Farms Sanitary District will come from Shenandoah Farms Sanitary District Budget Code 43050.

The funding for work in Lake Front Royal Sanitary District will come from Lake Front Royal Sanitary district Budget Code 54050.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the County Administrator to execute the amendment to the contract with H & W Construction Company in accordance with the renewal option in the contract, to extend the contract for a one (1) year term from July 1, 2021, to June 30, 2022.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors not authorize the County Administrator to execute the Amendment to the contract with H & W Construction Company.

OR

I move that the Board of Supervisors table this item for further discussion until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Mike Berry, Public Works Director Caitlin W. Jordan, Senior Assistant County Attorney		

AMENDMENT # 1 TO THE CONTRACT
BETWEEN THE COUNTY OF WARREN, VIRGINIA
H & W CONSTRUCTION COMPANY

THIS AMENDMENT TO CONTRACT (hereinafter the "Amendment") is made and entered into this ____ day of _____, 2021, by and between **THE COUNTY OF WARREN, VIRGINIA,** a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630 (hereinafter the "County"), and **H&W CONSTRUCTION COMPANY INC.** whose mailing address is 1025 Martinsburg Pike, Winchester, Virginia 22603, and whose employers ID number is 54-0928137 (hereinafter called the "Service Provider").

WITNESSETH:

WHEREAS, the County and Service Provider executed a contract for services, which was effective November 30, 2020 (hereinafter the "Contract"); and

WHEREAS, the Contract was in effect for approximately seven (7) months, from November 30, 2020 through June 30, 2021; and

WHEREAS, the County had the option of renewing the Contract for two (2) additional one (1) year terms; and

WHEREAS, the County desires to extend the Contract for one (1) additional one (1) year term.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Contract Term **–** The Amendment is in effect unless terminated in accordance with the terms of the Contract from July 1, 2021 through June 30, 2022.
2. Renewal – The Contract will be renewable for one (1) additional one (1) year term at the option of the County at the expiration of this Amendment.
3. Other Terms of the Contract – All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL) **County of Warren, Virginia**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

(SEAL) **H & W Construction Company**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

COUNTY OF WARREN

Office of the County Attorney
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-6674 - FAX: (540) 636-6980
email: cjordan@warrencountyva.net
email: dwinner@warrencountyva.net

Caitlin W. Jordan
Assistant County Attorney

Dana M. Winner
Legal Assistant

December 10, 2020

BOARD OF SUPERVISORS

*****

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Fork District

Delores R. Oates
North River District

*****

Dr. Edwin C. Daley
Interim County Administrator

SENT VIA U.S. POSTAL SERVICE

William Aikens
H and W CONSTRUCTION CO., INC
P.O. Box 2468
Winchester, Virginia 22604

RE: Contract for Services

Dear Mr. Aikens:

Enclosed is one (1) fully executed copy of the above mentioned contract between the Warren County and H and W Construction.

If you have any questions, please feel free to contact the County at any time.

Sincerely,

Caitlin W. Jordan/dmw

Caitlin W. Jordan
Assistant County Attorney

CWJ/dmw
Enclosures
cc: Edwin Daley, Interim County Administrator
Mike Berry, Public Works Director
Brandy Rosser, General Services Director

H&W CONSTRUCTION

P. O. BOX 2468
WINCHESTER, VA 22604
540-667-3752 / FAX 540-662-3752

Transmittal

To: Caitlin Jordan
Company: County of Warren
Address: 220 N Commerce Ave
FRONT ROYAL VA 22630
Telephone:
Date: 11/30/20
From: William H Aikens
Reference:
Via: Internal Project WO#:

Quantity	Date	Description
2	11/30/20	CONTRACT FOR SERVICES

Transmitted
- ☐ Herewith
- ☐ Under Separate Cover

Material
- ☑ Originals
- ☐ Photocopies
- ☐ Diskette
- ☐ Shop Drawings
- ☐ Mylar
- ☐ Invoice

Purpose
- ☐ Your Use
- ☐ Your Files
- ☐ Approval/Payment
- ☐ Please Return
- ☐ Corrected Prints
- ☐ Please Submit
- ☐ Revised Plan

Notes:

Received by: Date:

CONTRACT FOR SERVICES BETWEEN WARREN COUNTY, VIRGINIA AND H AND W COUNSTRUCTION CO.

THIS CONTRACT FOR SERVICES (the "Contract") is made and entered into this 30 day of November, 2020, by and between **THE COUNTY OF WARREN, VIRGINIA,** (the "County") a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Suite 100, Front Royal, Virginia 22630, and **H and W CONSTRUCTION CO., INC.,** (the "Service Provider") whose mailing address is P.O. Box 2468, Winchester, Virginia 22604, and whose Federal Employers Identification Number is 54-0928137.

W I T N E S S E T H :

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services (the "Services"):

The Service Provider shall provide all labor and equipment necessary on an as-needed basis, for general construction, athletic field construction, road maintenance, repair, stormwater management, perimeter erosion and sediment controls, drainage improvement work and utilities for County Departments, Public Schools and Sanitary Districts in Warren County in accordance with the specifications in the Warren County Hired Equipment Services Invitation for Bids due on June 26, 2020.

All work shall be completed in general conformance with County and Virginia Department of Transportation standards and specifications.

The County may utilize additional equipment owned by the Service Provider not listed in Service Provider's bid proposal at agreed-upon hourly rates on an as-needed basis.

1. **Place of Service Performance/Delivery:** Warren County, Virginia.

2. **Time of Service Delivery:** The Service Provider will provide the Services on an as-needed basis.

3. **Term of Contract:** This Contract shall be in effect from the date described above, and if not filled in the date that the last party signs the Contract, and continuing (if not otherwise terminated pursuant to the terms of this Contract) until June 30, 2021 (hereinafter the "Contract Term"). The County has the option of renewing the Contract for up to two additional one-year terms (hereinafter the "Renewal Term") upon written notice thereof to the Service Provider.

4. **Payment:** The County shall pay to the Service Provider for use of its equipment the hourly rates provided on Service Provider's Equipment and Hourly Rates form submitted with its bid. All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in the hourly rate. The Service Provider shall furnish monthly invoices to the County for services rendered if any work has been performed. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five days of the receipt of such invoice.

5. **Payment of Subcontractors:** No portion of the work shall be subcontracted without prior written consent of the County. In keeping with the Virginia Public Procurement Act (Title 2.2, Chapter 43 of the Virginia Code), should there be any subcontractor that may be contracted in completion of the Services, Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Service Provider by the County for work performed by the subcontractor under that contract: (i) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (ii) notify the County and subcontractor, in writing, of Service Provider's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Service Provider agrees to and will provide Service Provider's Federal Employer Identification Number. In the case of any individual subcontractors, such individual

subcontractors will provide their social security numbers. Service Provider agrees to pay interest to any subcontractor on all amounts owed by Service Provider that remain unpaid after seven days following receipt by the Service Provider of payment from the County for work performed by the subcontractor under that contract, except for amounts withheld as allowed in paragraph 5. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. Service Provider agrees to include in any subcontract it may enter for the completion of this Project a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Service Provider's obligation to pay an interest charge to a subcontractor pursuant to this Article shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

6. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above. Service Provider agrees to maintain all facilities and equipment used by the Service Provider under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

8. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and

employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. **Non-Discrimination:** Warren County does not discriminate against faith-based organizations as they are defined in Virginia Code § 2.2-4343.1. In keeping with Virginia Code § 2.2-4311, during the performance of this Contract, the Service Provider agrees as follows:

a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Service Provider, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, will state that such Service Provider is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Service Provider will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. **Drug-free Workplace.** In keeping with Virginia Code § 2.2-4312, during the performance of this Contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **Compliance with Immigration Laws:** In keeping with Virginia Code § 2.2-4311.1, the Service Provider agrees and represents that it does not now, nor will it during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

12. **Service Provider Authorized to Transact Business in Virginia:** During the performance of this Contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

13. **Termination for Cause:** This Contract may be terminated by the County upon ten days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's. Service Provider shall be compensated for work performed through the date of termination but not for termination expenses, including any expenses directly attributable to termination. Lost profits on services not performed shall not be paid.

14. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon ten days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include lost profits on services not performed as a result of such termination for convenience.

15. **Claims and Disputes:** The procedure governing contractual disputes described in Virginia Code § 2.2-4363 shall apply to any disputes that may arise concerning this Contract.

16. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

17. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

18. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

19. **Indemnification:** Service Provider agrees to defend, indemnify, and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-contractor's negligence and/or any joint negligence of the County, Service Provider, or sub-contractor.

20. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

21. **Amendments:** This Contract may be altered, modified or amended only by written instruments signed by both parties.

22. **Severability:** If any portion of this Contract shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Contract intact.

23. **Enforcement:** This Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

24. **Insurance and Amount of Insurance Required:** Contractor shall procure and maintain general liability insurance to protect itself and the County from claims under the Workers' Compensation Act and form any other claim for damages or personal injury, including

death, and for damages to property which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Contractor shall deliver to Owner, upon execution of this Contract, certificates of such insurance. Such insurance shall name the County as an additional insured and shall contain a provision that coverages afforded under the policies shall not be terminated, cancelled, or otherwise allowed to expire unless written notice is given to Owner at least 30 days in advance. Such insurance shall provide for coverage in the following amounts and be effective through the date of the end of the Project unless as further specified in general or supplemental conditions made a part of this Contract.

Contractor's General Liability:	$1,000,000 each occurrence
	$2,000,000 aggregate
Products, Completed Operations:	$2,000,000 aggregate
Automobile Insurance:	$1,000,000 combined single limit
Workers' Compensation	Virginia statutory requirements
(See Virginia Code § 2.2-4332)	

25. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this Contract; the Invitation for Bids for Hired Equipment Services due June 26, 2020; the Service Provider's Bid Application Form (including the attached Equipment and Hourly Rates Form); and all Modifications issued after execution of this Contract for Services. These documents form the Contract, and are as fully a part of the Contract as if attached to this Contract.

IN WITNESS WHEREOF, the undersigned parties hereafter have made and executed this Contract as of the day and year first above written.

COUNTY OF WARREN, VIRGINIA

BY: Edwin C. Daley
Print Name: Edwin Daley
Title: County Administrator
Date: 12/9/2020

Attest: Dana Winner
Print Name: Dana Winner
Title: Legal Assistant
Date: 12/9/20

SERVICE PROVIDER:

H AND W CONSTRUCTION CO., INC.

BY: William H. Aikens
Print Name: William H. Aikens
Title: Vice President
Date: 11/30/20

Attest: Penny S Kirk
Print Name: Penny S Kirk
Title: Assistant
Date: 11/30/20

HIRED EQUIPMENT SERVICES
2020-2021 ANNUAL TERM CONTRACT
EQUIPMENT AND HOURLY RATES FORM

Equipment With Operator	Description	Number Available	Unit Rate w/ Operator
Backhoe	Rubber Tire, Min. 60 HP w/ 18 &24" Bucket	7	71.00 /hr.
Grader	Min. 24,000 lbs	1	95.00 /hr.
Excavator (Track)	Min. 50,000 lbs w/ 1 c.y. Bucket	2	142.00 /hr.
Excavator (Track)	Min. 35,000 lbs w/ 3/4 c.y. Bucket	2	120.00 /hr.
Loader (Track)	Min. 110 HP w/ min 2 c.y. Bucket -953	2	100.00 /hr.
Dozer (Track)	Min. 90 HP D6	2	100.00 /hr.
Backhoe w/Hyd. Breaker (hoeram)	up to 1200 ft. lbs.	1	120.00 /hr.
Excavator w/Hyd. Breaker (hoeram)	over 1200 ft. lbs.	2	210.00 /hr.
Steel Wheel Roller	Min. 6 ton vibratory	2	76.00 /hr.
Trench Roller (Rammax Type)	Min. 3000 lbs	3	62.00 /hr.
Vibratory Rammer (Wacker Type)	Min. 600 blows/Min.	2	45.00 /hr.
Rubber Tire Loader	Min. 2 1/2 C.Y. Bucket	1	100.00 /hr.
Air Comperssor w/ jackhammer	Min. 365 CFM/Min. 1250 bmp	2	90.00 /hr.
Pavement/concrete saw	Handheld type	7	45.00 /hr.
Skid Steer Loader	Min. 40 HP	3	71.00 /hr.
Single Axle Duptruck	Min. 28,000 GVW	2	62.00 /hr.
Tandem Axle Dumptruck	Min. 50,000 GVW	6	72.00 /hr.
Tandem Axle Dumptruck (Rock Bed)	Min. 50,000 GVW	1	100.00 /hr.
Tractor with Lowboy	Min. 35 ton	1	100.00 /hr.
Water Truck	Min. 1,000 Gal Tank w/ Min. 2" Pump	N/A	N/A /hr.
Water Pump	Min 4" w/ hose	2	55.00 /hr.
Flagger	VDOT certified Flagperson	6	40.00 /hr.
Laborer	General Laborer for Handwork		38.00 /hr.
Chainsaw	Min. 16" bar		45.00 /hr.
Brush Chipper	Min. 12" infeed capacity		150.00 /hr.
Tractor with Boom Mower	Rotary Side Mount (roadside trimming)	N/A	N/A /hr.
Tractor with Sickle Bar Mower	Min. 40 HP W/Min. 6' bar	N/A	N/A /hr.
Grass Trimmer (Weedeater)	Gas Powered Handwork	6	40.00 /hr.
Regular Mobilization	1 per call out within 48 hr. of notification	1	500.00 /ea.
Emergency Mobilization	1 per call out within 8 hr. of notification	1	1000.00 /ea.
Additional Equipment			
Type of Equipment	Model Number/Description	Number	Rate
Boomtruck		1	130.00 /HR
40 ton crane		1	150.00 /HR
60 ton crane		1	185.00 /HR
70 ton crane		1	225.00 /HR
110 ton Crane			300.00 /HR
140 ton CRANE			350.00 /HR

Contractor/Representative's Name: William Aikens Date: 6/26/2020

Contractor/Representative's Signature: William Aikens

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
July 20, 2021	G-16	Annual Term Contract with LaBella Associates, D.C.P., P.C. for Warren County Solid Waste Management	1 of 1

EXPLANATION & SUMMARY:

The County's contract with LaBella Associates, D.C.P., P.C. (fka Joyce Engineering, Inc.) to provide professional environmental and engineering services at the Warren County Closed Landfill, Warren County Transfer Station and County owned facilities and/or County projects is set to expire on June 30, 2021.

LaBella Associates, D.C.P., P.C. has provided satisfactory services and performed well under the contract. Rates will not increase for this contract term. The contract contains a renewal option that provided four (4) additional one (1) year terms. Pursuant to the renewal option, the proposed Amendment to the Contract will extend the contract for another one (1) year term. This renewal will leave no term renewals and a request for bids for these services will be issued in 2022.

COST & FINANCING:

Anticipated costs will come out of Current Environmental Services, 42040-3002

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the County Administrator to execute the amendment to the contract with LaBella Associates, D.C.P., P.C. (fka Joyce Engineering, Inc.), in accordance with the renewal option in the contract, to extend the contract for an additional one (1) year term from July 1, 2021 to June 30, 2022.

ALTERNATIVE MOTION:

I move that the Board of Supervisors not authorize the County Administrator to execute the amendment to the contract with LaBella Associates, D.C.P., P.C. (fka Joyce Engineering, Inc.), in accordance with the renewal option in the contract.

OR

I move that the Board of Supervisors table this item for further discussion until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Mike Berry, Public Works Director Caitlin W. Jordan, Senior Assistant County Attorney		

AMENDMENT #4 TO CONTRACT FOR SERVICES

THIS AMENDMENT TO CONTRACT is made and entered into this ____ day of _____, 2021 (hereinafter the "Amendment"), by and between **THE COUNTY OF WARREN, VIRGINIA,** a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Front Royal, Virginia 22630 (hereinafter referred to as the "County"), and **LABELLA ASSOCIATES, D.C.P., P.C.** (fka Joyce Engineering, Inc.), whose mailing address is 1604 Ownby Lane, Richmond, Virginia 23220, and whose contractor's license number is 0407003632 (hereinafter called the "Service Provider").

WITNESSETH:

WHEREAS, the County and Service Provider executed a Contract for Services (hereinafter the "Contract"), dated June 27, 2017; and

WHEREAS, the term of the Contract was for one (1) year, beginning July 1, 2017 and continuing until June 30, 2018 (hereinafter the "Term"); and

WHEREAS, the County had the option of renewing the Contract for four (4) additional one (1) year terms; and

WHEREAS, the County desires to renew the contract for one (1) additional one (1) year term.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Contract Term – The Amendment is in effect unless terminated in accordance with the terms of the Agreement from July 1, 2021, through June 30, 2022.
2. Renewal – The Agreement is not renewable after this term.
3. Other Terms of the Contract – All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties hereafter have made and executed this Amendment to the Agreement as the day and year first written above.

(SEAL) **County of Warren, Virginia**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

(SEAL) **Joyce Engineering, Inc.**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

Attachment A

Contracts/Service Contracts/Waste Management 6-7-17
Drafted by Dan Whitten, County Attorney

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into this 27th day of June, 2017, by and between **THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, whose address is 220 N. Commerce Avenue, Front Royal, Virginia 22630 (hereinafter referred to as the "County"), and **JOYCE ENGINEERING, Inc.**, whose mailing address is 1604 Ownby Lane, Richmond, Virginia 23220, and whose DPOR Professional Engineering Business License number is 0407003632 (hereinafter called the "Service Provider").

WITNESSETH:

That for and in consideration of the mutual promises contained herein, the County agrees to purchase and the Service Provider agrees to provide the following described services:

> **The Service Provider shall provide all labor, equipment and materials necessary to provide environmental and engineering services for the Warren County Closed Landfill, the Warren County Transfer Station and other Warren County facilities to include stormwater management, monitoring and remediation of groundwater, surface water, leachate and landfill gas, in accordance with the attached Scope for Professional Environmental Services**

1. **Place of Service Performance/Delivery:**

> **Warren County Closed Landfill and the Warren County Transfer Station located at 232 Shangri La Road, Bentonville, Virginia and other Warren County facilities located in Warren County, Virginia.**

2. **Time of Service Delivery:**

> **The work described in the Scope for Professional Environmental Services shall begin after the issuance of the Notice to Proceed and shall be completed within the time period stated in the Scope for Professional Environmental Services for each task.**

3. **Term of Contract:** This Contract shall be in effect for a term of one (1) year beginning July 1, 2017, and continuing, if not otherwise terminated pursuant to the terms of this agreement, until June 30, 2018. The contract term may be renewable for up to four

(4) additional one (1) year terms at the option of the County, and upon written mutual agreement between the County and the Service Provider.

4. **Payment:** The County shall pay the Service Provider based on the fees included in the Scope for Professional Environmental Services attached hereto and based on the Professional Rate Schedule attached hereto. All fuel, labor costs, equipment costs, operational costs, and mobilization costs are included in such fees and hourly rates. The Service Provider shall furnish an invoice to the County for services rendered on a monthly basis. The County shall forward a check to the Service Provider at the mailing address indicated above within forty-five (45) days of the receipt of such invoice.

5. **Payment of Subcontractors:** The Service Provider shall promptly pay each Subcontractor providing labor or furnishing material for the Work, upon receipt of payment from the County, out of the amount paid to the Service Provider on account of Subcontractor's work, the amount to which said Subcontractor or supplier is entitled, reflecting the percentage actually retained, if any, from payments to the Service Provider on account of such Subcontractor's work. The Service Provider shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Subcontractors in similar manner. The County has no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

6. **Work Delays:**

A. The time during which the Service Provider is delayed in the performance of the Work, by the acts or omissions of the County, the County or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes (not to exceed the actual duration of the strike), riots, civil commotions or freight embargoes, or other conditions beyond the Service Provider's control and that the Service Provider could not reasonably have foreseen and provided against, shall be added to the Time of Service Delivery; provided, however, that no claim by the

Service Provider for an extension of time for delays will be considered unless made in compliance with the requirements of this Paragraph and other provisions of the Contract Documents.

B. The Service Provider shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said request for extensions of time is made in writing to the County within seven (7) days of the first instance of delay.

7. **Protection of Work:** In the event of a suspension of work or delay or interruption of work, the Service Provider will and will cause his Subcontractors to protect carefully his, and their materials and work against damage from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the County, any work or material shall have been damaged by reason of failure on the part of the Service Provider or any of his Subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Service Provider.

8. **Labor and Materials:**

A. Unless otherwise provided in the Contract Documents, the Service Provider shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents, or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final Payment will not be made until the Work is so completed.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular

manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the County if sufficient information is submitted by the Service Provider to allow the County to determine that the material or equipment proposed is equivalent to that name.

C. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than the Service Provider. If the Service Provider wishes to furnish or use a substitute item of material or equipment, the Service Provider shall make written application to the County for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified.

9. **Differing Site Conditions:**

A. The Service Provider shall promptly, and before the conditions are disturbed, give written notice to the County of (a) subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents, or (b) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract and which were not reasonably anticipated.

B. The County shall investigate the site conditions promptly after receiving the notice. If the conditions materially differ and cause an increase or decrease in the cost or time of performance, the Parties shall enter an appropriate Change Order.

C. No request by the Service Provider for a Change Order under this Paragraph shall be allowed, unless the Service Provider has given the required written notice.

D. No request by the Service Provider for a Change Order under this Paragraph shall be allowed if made after final payment under the Contract.5.

10. **Services Rendered:** Service Provider shall perform all services to be rendered pursuant to this Contract at the location specified above.

11. **Licenses and Permits:** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

12. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of this Contract shall be that of independent contractor. It is understood that neither the Service Provider, or its staff and employees, are employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

13. **Non-Discrimination:** During the performance of this agreement Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over $10,000.00 so

that the provisions will be binding upon each sub-contractor or vendor. **The County of Warren does not discriminate against faith-based organizations.**

14. **Drug-free Workplace.** During the performance of this contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. **Compliance with Immigration Laws:** The Service Provider agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. **Service Provider Authorized to Transact Business in Virginia:** During the performance of this contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so

required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

17. **Termination for Cause:** This Contract may be terminated by the County upon seven (7) days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the County's.

18. **Termination for Convenience:** The obligation to provide further services under this Contract may be terminated by the County for its convenience and not for cause upon seven (7) days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include lost profits on services not performed as a result of such termination for convenience.

19. Claims and Disputes:

A. Should the Service Provider suffer injury or damage to person or property because of any act or omission of the County or of any of its employees, agents or others for whose acts either is legally liable, claim shall be made in writing to the County within seven (7) days after the first observance of such injury or damage; otherwise, the Service Provider shall have waived any and all rights he may have against the County, or its employees, representatives and agents.

B. A claim by the Service Provider shall be made in writing and submitted to the County Administrator, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Service Provider.

C. This decision shall be final and binding unless within thirty (30) days from the date of such decision, an appeal is made to the County Board of Supervisors pursuant to Section 15.2-1246 et seq. of the Code of Virginia (1950), as amended.

20. **Notice:** Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

21. **Non-Assignability:** Service Provider understands that this Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, this Contract is non-assignable by Service Provider without the express written advance permission of the County.

22. **Entire Contract:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

23. **Indemnification:** Service Provider agrees to defend, indemnify and hold harmless the County for any and all actions, claims or disputes that may arise as a result of Service Provider's negligence, any sub-Service Provider's negligence and/or any joint negligence of the County, Service Provider, or sub-Service Provider.

24. **Standard of Care:** Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

25. **Amendments:** This Agreement may be altered, modified or amended only by written instruments signed by both parties.

26. **Severability:** If any portion of this Agreement shall be adjudged as invalid or illegal, it shall be severable leaving the balance of this Agreement intact.

27. **Enforcement:** This Contract shall be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

28. **Insurance and Amount of Insurance Required:**

Contractor's General Liability:	**$1,000,000 per occurrence** **$2,000,000 aggregate**
Products, Completed Operations Aggregate:	**$2,000,000**
Automobile Insurance, Combined Single Limit:	**$1,000,000**
Workers Comp:	**Virginia statutory requirements**

All policies must name Warren County, Virginia as additional insured and must contain provisions preventing cancellation, non-renewal or expiration unless written notice is given to the County at least thirty (30) days in advance.

29. **Additional Terms and Conditions:** The following terms are made a part of this Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this County of Warren Contract for Services, the Request for Proposals, the Service Provider's Proposal, the Scope for Professional Environmental Services, the Professional Rate Schedule and all Modifications issued after execution of this Contract for Services. These documents form the Contract, and are as fully a part of the Contract as if attached to this Contract for Services.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Contract as the day and year first above written.

(SEAL)

COUNTY OF WARREN, VIRGINIA
BY: _____
Type Name: Douglas P. Stanley
Title: County Administrator
Date: 6.27.2017

Attest: _____
Type Name: Amber Maricle
Title: Admin Asst.
Date: 6/27/17

Attachment A

(SEAL)

SERVICE PROVIDER:

JOYCE ENGINEERING, INC.

BY: Penny S. Spencer
Type Name: Penny S. Spencer
Title: Corporate Secretary
Date: 06.26.17

Attest: Lecia Jones
Type Name: Lecia Jones
Title: Accountant
Date: June 26, 2017

APPROVED AS TO FORM:

DAN N. WHITTEN,
COUNTY ATTORNEY

Attachment A

Scope for Professional Environmental Services
WARREN COUNTY

Background

Under this project, Joyce Engineering, Inc. (JOYCE) will provide support to Warren County for administrative activities associated with stormwater compliance at the Front Royal-Warren County Airport in Front Royal, Virginia. Activities will be conducted according to the facility's Stormwater Pollution Prevention Plan (SWPPP) and stormwater general permit. JOYCE will provide stormwater training, inspection, and reporting services for Fiscal Year 2018 (July 1, 2017 to June 30, 2018).

Task 01 – FY18 Front Royal-Warren County Airport - Stormwater Administration and Reporting

A. Scope

Services will include the following:

- Conduct quarterly routine facility inspections;
- Order sample containers for the stormwater outfalls prior to each 6-month monitoring period. Containers will be delivered to the facility for use by on-site personnel;
- Arrange for each semiannual sample to be analyzed for the parameters specified in the Stormwater Pollution Prevention Plan (SWPPP);
- Complete a draft Discharge Monitoring Report (DMR) for each 6-month monitoring period. Following review and signature by the County, submit each DMR to the Virginia Department of Environmental Quality (DEQ). The DMRs are due to the DEQ by January 10 and July 10, 2018, respectively. Alternatively, if the facility is enrolled in the e-DMR program, ensure that data is entered correctly into the e-DMR system prior to authorization and submittal by the County;
- Conduct annual stormwater training for appropriate facility personnel in accordance with SWPPP requirements. The appropriate training form in the SWPPP will be completed;
- Conduct a Non-Stormwater Discharge Assessment and complete the associated form. A signature will be required by a representative of the County; and
- Complete the Annual Comprehensive Site Compliance Evaluation and associated form.

B. Deliverables

Deliverables for activities performed under this project will be as follows:

- Quarterly Routine Facility Inspection Forms;
- SWPPP Training Form;
- Non-Stormwater Discharge Assessment Form;
- Annual Comprehensive Site Compliance Evaluation Form; and
- Draft DMRs for signature by the County.

C. Schedule

The schedule for each service will be as follows:

- Quarterly facility inspections – conducted during each quarter (July-September, October-December, January-March, and April-June);
- DMRs – drafts completed and submitted to the County at least 10 days prior to due date;
- SWPPP training, Non-Stormwater Discharge Assessment, and Comprehensive Site Compliance Evaluation will be conducted during the 1st quarter 2018. Associated forms will be completed and submitted to the County within 10 business days of site visit;

D. Limitations

The associated fee is based on the following assumptions:

- The fee does not include laboratory charges;
- County personnel will conduct stormwater sampling activities;
- Client-generated activities beyond the above scope are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the task schedule accordingly.

E. Compensation

Estimated Budget **$ 8,250** **(To be billed on a time and expense basis.)**

_____(Initials)
Joyce Engineering, Inc.

_____(Initials)
County of Warren

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Attachment A

Scope for Professional Environmental Services
WARREN COUNTY

Background

The Warren County Sanitary Landfill (facility) is located in Warren County, Virginia, on State Route 613 approximately 1.5 miles southeast of Bentonville, Virginia. The facility is an unlined, closed municipal solid waste landfill owned and maintained by Warren County. The facility is maintained under Permit Number 184, and most recently amended by the Virginia Department of Environmental Quality (DEQ) on June 28, 2016. The southern two-thirds of the landfill was closed prior to the implementation of Federal Subtitle D regulations (42 U.S.C. §§6941-6949a). The northern one-third of the landfill was closed in 1994 with a soil cap constructed in compliance with the Virginia Solid Waste Management Regulations (VSWMR). Current waste management operations at the facility are limited to a transfer station located on the eastern portion of the property.

Task 01 – FY18 Groundwater Corrective Action Monitoring and Remediation System Maintenance

A. Scope

As a result of Groundwater Protection Standard (GPS) exceedances, corrective action was implemented at the facility that consisted of a groundwater extraction and treatment system (GETS) to remedy the GPS exceedances of volatile organic compounds (VOCs) on the northeast portion of the facility. The facility permit was amended on January 30, 2004, to include Module XIV (Corrective Action), the CAP, and the Corrective Action Monitoring Plan (CAMP). The system was installed in 2004 and became operational January 14, 2005.

Due to GPS exceedances on the west, northwest, and eastern portions of the facility in 2008 and 2009, a Nature and Extent Study (NES) and Assessment of Corrective Measures (ACM) were submitted and approved by the DEQ. Monitored Natural Attenuation (MNA) and Sorption were considered as remedies for these portions of the facility. The facility permit was amended on June 28, 2016, to include corrective action for these areas.

The objective of the proposed scope of service is to continue corrective action groundwater monitoring and operations and maintenance of the GETS in accordance with the facility permit, and to continue corrective action monitoring for the remaining groundwater plumes in support of monitored natural attenuation and sorption. These services will be conducted during the period July 1, 2017, through June 30, 2018. The scope of services for this task will include the following activities:

- Collecting two semi-annual groundwater samples from the 3 sentinel monitoring wells (NES-1,MW-8D, and the Former Smelser Well) and 5 performance wells (EW-1, EW-2, EW-3, EW-4, and EW-5) in accordance with the facility permit

Module XIV. Groundwater samples will be analyzed for VSWMR Table 3.1 Column B volatile organic compounds by EPA SW-846 Method 8260B;

- Collecting monthly water samples from the influent and effluent from the GETS in accordance with the facility permit Module XIV and the facility's Virginia Pollutant Discharge Elimination System (VPDES) general permit. Water samples will be analyzed for VSWMR Table 3.1 Column B volatile organic compounds (VOCs) by EPA SW-846 Method 8260B. The effluent will also be monitored in the field for pH, temperature, specific conductance, and turbidity. In addition, quality control samples will be analyzed for VSWMR Table 3.1 Column B VOCs by EPA SW-846 Method 8260B.
- Collecting two sets of quarterly groundwater samples from corrective action wells associated with the western, northwestern, and eastern groundwater plumes. Quarterly samples will also be collected from Brown Hollow Creek as part of sentinel monitoring of the eastern groundwater plume. Samples collected from the western and northwestern corrective action wells will be analyzed for cobalt while samples collected from the eastern corrective action wells and surface water samples will be analyzed for VSWMR Table 3.1 Column A volatile organic compounds by EPA SW-846 Method 8260B.
- Preparing notification letters to the DEQ within 14 days of receipt of the analytical data packages concerning the exceedance detected in corrective action wells;
- Preparing monthly discharge monitoring reports (DMRs) for County submittal to the DEQ;
- Preparing and submitting the 2017 CASE report to the DEQ for operations and maintenance of the GETS; and,
- Performing routine inspections and maintenance of the system, which will be conducted during the monthly sampling events.

B. Deliverables

Monthly DMRs will be prepared and submitted to Warren County for signature by the 5th of each month following the month in which sampling and GETS operation occurred. The 2017 CASE report will be submitted to the DEQ by January 30, 2018, with a copy to the County and public repository.

C. Schedule

Corrective action monitoring will be conducted within 150 to 210 days from the preceding corrective action monitoring event, and will likely occur in December 2017 and June 2018. Monthly sampling of the GETS influent and effluent will be conducted during the first two weeks of each month. Semiannual corrective action monitoring events will be coordinated with the monthly GETS sampling and the compliance monitoring events (see Task 02). Corrective action monitoring on the west, northwest, and east sides of the facility will likely be scheduled for September and December 2017 and March and June 2018.

D. Limitations

The associated fee is based on the following assumptions:

- We assume that no additional constituents will be detected in wells at concentrations exceeding their respective GPS values;
- No catastrophic malfunctions will occur with the GETS;
- It is understood that the scope of services for this task does not include preparation of responses to comments from regulators that may result from their review of the submitted reports;
- We propose to handle responses to regulatory comments under a separate task. Should additional regulatory meetings be required relating to the CASE report, this task can be amended to include those meetings; and,
- Client-generated activities beyond the above scope or in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the task schedule accordingly.

E. Compensation

Estimated Budget **$ 75,000** **(To be billed on a time and expense basis.)**

_____(Initials)
Joyce Engineering, Inc.

_____(Initials)
County of Warren

Task 02 – FY18 Groundwater Compliance Monitoring

A. Scope

The facility's groundwater monitoring network consists of one background well (MW-7) located upgradient of the landfill, and seven point-of-compliance wells (MW-1, MW-2, MW-3, MW-5, MW-6, MW-8, and MW-9) located downgradient of the landfill. Background monitoring well MW-4 was removed from and monitoring well MW-9 was installed and added to the facility's groundwater monitoring network with the January 30, 2004, amendment of the facility's Permit. In accordance with the permit, MW-9 was installed in the northwest corner of the facility on March 25, 2004, prior to the first semiannual compliance monitoring event of 2004. Monitoring well MW-4 is maintained to gather water level data.

The objective of the proposed scope of services is to continue compliance monitoring at the facility in accordance with Module XI of the facility's permit. These services will be conducted during the period July 1, 2017, through June 30, 2018. The scope of service for this task will include the following activities:

- Collecting semiannual groundwater samples from the eight compliance monitoring wells (MW-1, MW-2, MW-3, MW-5, MW-6, MW-7, MW-8, and MW-9) in accordance with the VSWMR. This task will include conducting one VSWMR Table 3.1 Column B groundwater sampling event and one VSWMR Table 3.1 Column A constituents plus Table 3.1 Column B detects [alpha-BHC, delta-BHC, dieldrin, mercury; sulfide; tin; bis(2-ethylhexyl)phthalate; 1,3-dichlorobenzene; diethylphthalate; cyanide; and dichlorodifluoromethane] event for the facility. In addition, quality control samples will be analyzed for VOCs corresponding to the appropriate sampling event using the appropriate analytical methods;
- Conducting well gauging for all compliance wells and currently existing corrective action performance and sentinel wells;
- Preparing notification letters for Column B constituents detected in compliance wells during the annual Column B event within 14 days of the date of the analytical data packages;
- Preparing notification letters for GPS exceedances and submitting to the DEQ within 44 days of the date of the analytical data package;
- Conducting semiannual surface water sampling at two sampling points near the property boundary. The samples will be analyzed for total organic carbon (TOC), total organic halogens (TOX), chloride, hardness, iron, lead, sodium, and total suspended solids (TSS). Surface water samples are voluntarily collected to ensure past activities at the landfill are not affecting surface water quality;
- Preparing the 2017 Annual Groundwater Report for the facility in accordance with the VSWMR, and meeting the reporting deadline as determined in 9VAC20-81-250.E.2.b. The report will include a discussion of the two groundwater monitoring events that occurred in 2017 and the analytical results; a groundwater contour map; an evaluation of the monitoring network; and a completed Annual Report QA/QC Submission Checklist;

- Collecting semiannual water samples from the adjacent Lockhart, Kuser/Fletcher, and Smelser water supply wells. Each sample will be analyzed for VSWMR Table 3.1 Column A VOCs. Samples will be collected during each semiannual compliance monitoring event; and,
- Preparing and submitting to adjoining landowners a Community Information Sheet (CIS) that summarizes the remedial actions at the facility. The CIS will be submitted on December 30, 2017, in accordance with Permit Module XIV.M.3.

B. Deliverables

- The 2017 Annual Groundwater Monitoring Report;
- Surface water sampling report following each semi-annual sampling event (2 total);
- Letter reports to the Lockhart, Kuser/Fletcher, and Smelser families, with a copy to the County, following each semiannual well sampling event;
- CIS issued on December 30, 2017; and,
- Correspondence as necessary.

C. Schedule

The second semiannual 2017 monitoring event will be conducted within 150 to 210 days of the first semiannual 2017 event, likely in December 2017. The first semiannual 2018 monitoring event will occur within 150 to 210 days of the preceding semiannual monitoring event, likely in June 2018. The 2017 Annual Groundwater Monitoring Report will be submitted to the DEQ, with a copy to the County, within 120 days of the date of the laboratory data package of the 2nd semiannual 2017 monitoring event. The voluntary surface water sampling will be conducted concurrently with the semiannual groundwater monitoring events. A separate letter report will be prepared for each surface water sampling event and be submitted to the County together with the semiannual groundwater monitoring reports.

D. Limitations

The associated fee is based on the following assumptions:

- We assume that no additional constituents will be detected in wells at concentrations exceeding their respective GPS values. Any additional Table 3.1 Column B detects would incur additional laboratory costs.
- Client-generated activities beyond the above scope or in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the task schedule accordingly.

E. Compensation

Estimated Budget	**$ 39,000**	**(To be billed on a time and expense basis.)**

_____(Initials)
Joyce Engineering, Inc.

_____(Initials)
County of Warren

Task 03 – FY18 Landfill Gas Monitoring and Remediation

A. Scope

The VSWMR require that each facility has a landfill gas management system to control decomposition gases that result from the biodegradation of organic wastes (9VAC20-81-200). This system is to be designed so that the concentration of methane gas generated by the facility does not exceed 25 percent of the lower explosive limit (LEL) for methane in facility structures (excluding gas control or recovery system components), and the concentration of methane gas at the facility boundary does not exceed the LEL for methane. Gas probes at the facility have detected methane exceeding the LEL. Gas vents and a gas extraction system have been installed as part of a plan to reduce methane concentrations at the facility boundary. Based on recent gas data, continued remedies will be required.

The objective of the proposed scope of service is to provide the County of Warren with professional environmental services related to landfill gas monitoring and remediation as a result of the exceedances of regulatory limits established for methane. These services will be conducted during the period July 1, 2017, through June 30, 2018. The scope of service for this task will include the following activities:

- Conducting quarterly landfill gas monitoring of gas probes GP-9 through GP-25 and on-site structures along with selected passive gas vents. The results will be entered on gas logs and exceedances of the LEL will be reported to the DEQ;
- Maintaining the gas extraction unit (GEU) owned by Warren County and associated piping; and,
- Installation of up to ten additional soil gas vents located along the eastern side of the landfill. These additional vents are intended to reduce VOC concentrations in groundwater on the east side of the landfill. These vents, together with the three vents installed in waste in 2016, will be connected to the existing gas extraction system via buried high density polyethylene (HDPE) piping. We will collect and share estimates for vent installation and piping work with the County prior to any work performed.

B. Deliverables

- Gas logs for quarterly monitoring events; and,
- Gas exceedance notifications, if necessary.

C. Schedule

Quarterly landfill gas monitoring will be conducted concurrently with the monthly GETS sampling events. Methane regulatory limit exceedance notifications will be made verbally to the DEQ within 24 hours of monitoring and via written notice within 5 days of the exceedance event. Methane action level exceedance notification will be made in writing within 5 business days. Installation of the additional soil gas vents and connection to the gas extraction system will be conducted on a schedule to be determined by Joyce Engineering, Inc. and the County.

D. Limitations

The associated fee is based on the following assumptions:

- Any condensate collected by the large GEU will require transferring periodically from the unit. It is assumed that landfill personnel will perform this task; and,
- Client-generated activities beyond the above scope or in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the task schedule accordingly.

E. Compensation

Estimated Budget **$ 75,000** **(To be billed on a time and expense basis.)**

_____(Initials)
Joyce Engineering, Inc.

_____(Initials)
County of Warren

Task 04 – FY18 General Environmental Consulting

A. Scope

The objective of the proposed scope of service is to provide the County of Warren with professional environmental consulting services regarding the facility other than compliance, corrective action, and landfill gas monitoring/remediation activities. These services will be conducted during the period July 1, 2017, through June 30, 2018. The scope of service for this task will include the following activities:

- Consultation on an as-needed basis for the environmental compliance management program;
- Performing re-sampling events;
- Responding to letters and other correspondence from regulatory agencies, or other sources, regarding the environmental program;
- Responding to the DEQ comments on CASE reports;
- Presentations to County Board of Supervisors as requested to update and educate Board members on issues relating to the County's environmental program; and,
- Attending meetings with County staff and/or regulatory agencies to discuss issues relating to the County's environmental management program.

B. Deliverables

- Correspondence as necessary.

C. Schedule

Correspondence will be provided on an as-needed basis.

D. Limitations

The associated fee is based on the following assumptions:

- The estimated fee is not intended to be inclusive of each activity, but rather provide the County with an initial budget to address concerns or problems as they arise. The fee is suggested for Fiscal Year 2018; and,

- Client-generated activities beyond the above scope or in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the task schedule accordingly.

E. Compensation

Estimated Budget	**$ 20,000**	**(To be billed on a time and expense basis.)**

_____(Initials)
Joyce Engineering, Inc.

_____(Initials)
County of Warren

Task 05 – FY18 General Engineering Consulting

A. Scope:

The objective of this task is to provide the County of Warren with general engineering consulting services related to the County's solid waste management program.

The scope of services for this task will include the following activities:

- Consultation on an as-needed basis for engineering issues that may arise;
- Presentations to County Board of Supervisors as requested to update and educate board members on issues relating to the facility; and
- Attending meetings with County staff and/or regulatory agencies to discuss issues relating to the facility.

B. Deliverables:

- Correspondence as necessary.

C. Limitations:

The associated fee is based on the following assumptions:

- The estimated fee is not intended to be inclusive of each activity, but rather provide the County with an initial budget to address concerns or problems as they arise. The fee is suggested for Fiscal Year 2018.

- Client-generated activities beyond the above scope or in excess of the budget are subject to additional charges billed at hourly rates plus expenses or negotiated fees and may affect the task schedule accordingly.

D. Compensation:

Estimated Budget **$ 10,000** **(To be billed on a time and expense basis.)**

_____(Initials)
Joyce Engineering, Inc.

_____(Initials)
County of Warren

FY18 Project Cost Summary

Task No.	*Description*	*Amount*
Task 01	FY18 Groundwater Corrective Action Monitoring and Remediation System Maintenance	$ 75,000
Task 02	FY18 Groundwater Compliance Monitoring	$ 39,000
Task 03	FY18 Landfill Gas Monitoring and Remediation	$ 75,000
Task 04	FY18 General Environmental Consulting	$ 20,000
Task 05	FY18 General Engineering Consulting	$ 10,000
Total		**$219,000**

P:\Warren County\BD-Proposals-Contracts\Scopes, Schedules, Budgets\FY18\FY18 - combined scopes.docx

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
July 20, 2021	6-17	**Clarification of the Employee Compensation Plan for Fiscal Year 2021-2022**	

EXPLANATION & SUMMARY:

At its meeting on June 15, 2021, the Board approved the Fiscal Year 2021-2022 Employee Compensation Plan. The approved budget for FY2021-2022 includes $600,000 for employee salary adjustments as approved by the Board. At this time, we are requesting approval from the Board to clarify that employees who have received increases/promotions/reclassifications ***are*** eligible for this increase. These employees were included in the cost estimate of $591,318.19.

The approved budget for FY 2021-2022 includes $600,000 for employee salary adjustments as stated below:

1. Proposed Salary Scale updated to reflect the 2.5% COLA (would apply to all employees on the Salary Scale).
2. An additional 2.5% (one-step) increase for employees hired prior to January 1, 2021.
3. Implementation of Phase III of the Compensation Plan will need to be addressed at a future date.

The annual costs (compensation and benefits) for the implementation of the COLA and one-step increase total $591,318.19. This provides all full-time and part-time employees (with at least six months of service) a 5% salary increase.

Again, this is a clarification that employees who have received increases/promotions/reclassifications ***are*** eligible for this increase.

COST & FINANCING: No additional funding is requested.

PROPOSED OR SUGGESTED MOTIONS:

I move that the Board of Supervisors approve the amendment to the compensation plan as proposed, effective July 1, 2021.

OR

I move that this matter be postponed until _____ for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Edwin C. Daley, Ed County Administrator		

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
July 20, 2021	**G-18**	**Adoption of Agreement for Regional Broadband Services**	

EXPLANATION & SUMMARY:

The Board of Supervisors established county-wide broadband funding as an objective in 2020. The Warren County Broadband Committee was established on September 15, 2020 and has been meeting regularly since that time.

Warren County has been invited to participate in a regional broadband effort with Virginia Electric and Power Company, All Points Broadband Partners, LLC, Shenandoah Valley Electric Cooperative other local governments.

This is a preliminary agreement to authorize further investigations and applications for financial assistance. This preliminary approval is needed prior to July 23rd due to funding application deadlines. Further information will be provided as the project develops.

COST & FINANCING: No additional funding is requested.

PROPOSED OR SUGGESTED MOTIONS:

I move that the Board of Supervisors approve the Phase One Memorandum of Understanding.

OR

I move that approval of the Phase One Memorandum of Understanding be denied.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Edwin C. Daley, County Administrator		

PHASE ONE MEMORANDUM OF UNDERSTANDING

This Phase One Memorandum of Understanding (this "Memorandum") is made effective as of June ___, 2021 (the "Effective Date"), by and between Virginia Electric and Power Company dba Dominion Energy Virginia, a Virginia public service corporation ("Dominion"), All Points Broadband Partners, LLC, a Virginia limited liability company ("All Points"), Shenandoah Valley Electric Cooperative ("SVEC"), a not-for-profit electric distribution cooperative, and each of the participating localities who subsequently join this Memorandum in the manner set forth herein (collectively the "Participating Localities" and individually a "Participating Locality"). Dominion, All Points and SVEC are, collectively, the "Organizing Parties", and Dominion, All Points, SVEC and each Participating Locality are each a "Party" and collectively the "Parties".

RECITALS

A. Pursuant to the Virginia Code § 56-585.1:9, effective July 1, 2019 (the "Broadband Statute") the Commonwealth of Virginia is seeking to expand broadband service into unserved areas of the Commonwealth. The Broadband Statute further permits electric utilities to pursue deployments with broadband providers and localities to facilitate such expansion.

B. Dominion and All Points have explored the feasibility of Dominion deploying middle-mile service to facilitate All Points in extending last-mile service to unserved populations throughout the communities within and adjacent to SVEC's service territory and have identified several localities as viable candidates based on the requirements of the Broadband Statute.

C. SVEC desires to collaborate with Dominion and All Points in an effort to leverage the proposed middle-mile and last-mile deployments by Dominion and All Points, respectively, to improve the security, reliability and efficiency of SVEC's electric system and to extend broadband availability to as many of SVEC's unserved members as possible.

D. All Points desires to collaborate with SVEC to leverage SVEC's middle-mile fiber backbone project to facilitate All Points in extending last-mile broadband service to unserved populations throughout the communities within and adjacent to SVEC's service territory and has identified several localities as viable candidates based on the requirements of the Broadband Statute.

E. The Organizing Parties believe their partnership as set forth herein (the "Initiative") can dramatically expand broadband access to presently unserved areas throughout Virginia, and are inviting localities that could benefit from the Initiative to join this Memorandum and become Participating Localities.

F. The Parties will pursue a relationship whereby: (i) pursuant to the Broadband Statute, Dominion would construct a fiber route that maximizes the number of unserved areas to be served by All Points within each Participating Locality, (ii) Dominion will leverage the additional fiber installed along the route to connect

devices that may not have had fiber connectivity under the original plan pursuant to the Grid Transformation and Security Act, (iii) SVEC will leverage the Initiative to improve the security, reliability and efficiency of SVEC's electric system and to facilitate the extension of broadband availability to as many of SVEC's unserved members as possible, (iv) All Points will collaborate with and invest in each Participating Locality and use the additional Dominion and SVEC fiber capacity and network elements to serve broadband end users in unserved locations in each Participating Locality, and (v) each Participating Locality will share relevant information with the Organizing Parties and collaborate with the Organizing Parties to advance the Initiative. The efforts of the Parties herein in each such Participating Locality shall be referred to as a "Project", and collectively the "Projects").

G. It is the intention of the Parties that the Initiative will result in the deployment of a fiber-to-the-premises last-mile broadband network to offer service to all locations within each Participating Locality that are unserved as of the date hereof. The Parties acknowledge and agree that the specific details and characteristics of each Project will be analyzed and refined as the Initiative proceeds.

H. The Organizing Parties have divided the Initiative into three phases.

NOW, THEREFORE, the Parties hereby agree as follows:

1. PROCEDURE TO BECOME A PARTICIPATING LOCALITY

Any locality that is invited to join the Initiative by the Organizing Parties shall have until July 23, 2021 to return a counterpart signature page to this Memorandum to the Organizing Parties; provided the Organizing Parties may extend this deadline for good cause if such extension will not materially delay the Initiative. Upon acceptance of the counterpart signature page by the Organizing Parties, such locality shall become a Participating Locality.

2. INFORMATION SHARING AND COORDINATION

a) Each Participating Locality and each Organizing Party agrees to share with the Organizing Parties such information as it has in its possession related to broadband deployment and availability that may be useful to the Organizing Parties in conducting their analysis or otherwise facilitate the Initiative.

b) All Points will serve as the central conduit for all information sharing activities and will be responsible for overall coordination of the Initiative. Upon request from time to time, All Points will provide updates to Dominion and SVEC as to the status of the Initiative.

c) The Parties will coordinate any communication releases to the public, and all announcements are subject to the prior written consent of Dominion and SVEC.

d) Notwithstanding anything to the contrary hereunder, in no event does this Memorandum require any Party to disclose confidential or proprietary information not otherwise authorized for release to any Party or Parties.

3. PHASE ONE TIMEFRAME AND ACTIVITIES

a) The Parties anticipate that Phase I of the Initiative will continue until approximately August 15, 2021.

b) During Phase I:

i. The Organizing Parties will conduct community and stakeholder engagement activities in each Participating Locality.

ii. The Organizing Parties will collaborate to develop preliminary plans and design criteria that: (i) are consistent with the Broadband Statute, (ii) support SVEC's desire to leverage the Initiative to improve the security, reliability and efficiency of SVEC's electric system, and (iii) facilitate the extension of broadband availability to as many presently unserved locations as possible.

iii. All Points will perform a last-mile feasibility study ("Initial Feasibility Study") for the Project within each Participating Locality.

iv. All Points will prepare a preliminary financial analysis for the Project within each Participating Locality.

c) At the Conclusion of Phase I:

i. All Points, in coordination with the other Organizing Parties, will present the results of the Initial Feasibility Study and financial analysis to each Participating Locality.

ii. All Points will identify the cost of Proceeding to Phase II for each Participating Locality and identify grants and other sources of potential funding to reduce or eliminate each Participating Locality's out-of-pocket costs to proceed.

iii. Each Participating Locality will decide whether or not to continue to Phase II. Localities that elect to withdraw from the Initiative at the conclusion of Phase I will have no further obligations under this Memorandum.

4. PHASE TWO TIMEFRAME AND ACTIVITIES

a) The Parties anticipate that Phase II of the Initiative will commence upon the conclusion of Phase I and continue until approximately December 31, 2021.

b) During Phase II:

i. Dominion will prepare a petition (the "Petition") under the Broadband Statute to the Virginia State Corporation Commission (the "Commission") seeking approval of the Projects that are then included in the Initiative. SVEC will take whatever action it deems necessary and prudent to obtain approval of the Projects within its service territory that are then included in the Initiative, including, but limited to, any action that may be permitted to seek cost recovery. All Points will serve as the nongovernmental internet service provider pursuant to the Broadband Statute and for all Projects included in the Initiative. All Points and each of the other Parties will provide such information and assistance to Dominion and SVEC as each may reasonably request to advance the Initiative and will commit to continuing to be involved in the Petition and any other regulatory proceedings that may be required until and after approval of the Petition and/or other regulatory proceedings is received. The Parties agree that implementation of each Project shall be contingent upon Commission approval, or such other regulatory approval as may be necessary, of such Project on terms and conditions approved by Dominion and SVEC, depending on the location of the Project, that are not materially adverse to Dominion or SVEC.

ii. All Points will complete preliminary last-mile designs for each Project based upon the middle-mile infrastructure of Dominion and SVEC. Such last-mile designs will be tailored to maximize each Project's eligibility for all available state and federal grant, loan, loan guarantee, and other support mechanisms (collectively, "Public

Support Mechanisms").

iii. All Points will prepare detailed financial plans for each Project. Each financial plan will address initial capital investment needs, ongoing operational expenses and provide more than one indicative approach for funding each Project through a combination of private capital, Public Support Mechanisms and contributions from Participating Localities.

iv. The Participating Localities, and each Organizing Party, as applicable, will agree to support an application for one or more grant programs ("Phase II Grants") to partially offset the cost of the activities to be conducted during Phase II. All Points will coordinate and oversee the development and submission of applications for Phase II Grants.

v. All Points will coordinate and oversee the development and submission of applications for all available Public Support Mechanisms to fund each Project within the Initiative.

c) At the Conclusion of Phase II:

i. All Points will present the anticipated outcome of its last-mile designs to each Participating Locality.

ii. Each Participating Locality will decide whether or not to continue to Phase III. Localities that elect to proceed to Phase III will enter into negotiations with All Points for one or more binding mutual definitive agreements ("Definitive Agreements"), setting forth their respective commitments and obligations and such particulars as the parties thereto may deem appropriate. Localities that elect to withdraw from the Initiative at the conclusion of Phase II will have no further obligations under this Memorandum.

5. EXPENSES

The Parties understand that various costs will be incurred in relation to activities contemplated herein. The Parties understand that regardless of which party incurs such costs, none of the Parties herein shall be responsible for reimbursement of expenses to any of the others, unless such reimbursement is to be funded by a Phase I Grant or Phase II Grant, or otherwise agreed to in the Definitive Agreements.

6. GOOD FAITH COMMITMENT TO INITIATIVE

a) Each Participating Locality agrees that, for so long as it is a Party to this Memorandum, it shall not participate in any activity or course of conduct that is inconsistent with or competitive to the Initiative, and that it will devote its broadband-related attention and resources to the Initiative.

b) The Parties understand and agree that, except as provided in the next sentence, this Memorandum (i) constitutes only a statement of intentions, (ii) does not reflect all matters upon which Definitive Agreements must be reached in order for the transactions contemplated hereby to be consummated, (iii) binding obligations with respect to a Project will only result from the execution of one or more Definitive Agreements and subject to the terms and conditions stated therein, and (iv) does not obligate the Parties to enter into any Definitive Agreement relating to any Project. This Memorandum is not

intended to be binding, other than Paragraphs 4(b)(i), 5 and 6.

7. TERMINATION

Any Party may terminate its participation in this Memorandum at any time, with or without cause, upon written notice to the other Parties. In addition, this Memorandum shall terminate and be of no further force and effect if the Commission rejects the petition.

8. LIMITATION OF LIABILITY

No Party shall be liable to the others in contract, tort, or otherwise, for any claims, liabilities or losses arising out of this Memorandum or alleged to result from the failure of the other Party to enter into any Definitive Agreements. The Parties hereby waive, in advance, any claims (whether such claims are based on breach of contract, tort, equity or any other theory) for the failure for any reason to enter into the Definitive Agreements. In no event shall any Party be liable to the other for any incidental, indirect, special, punitive or consequential damages (including without limitation damages for lost profits).

9. GENERAL

9.1. Governing Law.

This Memorandum shall be governed in all respects by the laws of the Commonwealth of Virginia.

9.2. Amendments.

No modification, amendment or waiver of any of the provisions of this Memorandum will be binding without the written consent of the Parties hereto.

9.3. Binding Effect; Assignment.

This Memorandum will inure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns to the extent provided in Section 6, but in no respect shall give rise to any third party beneficiary rights or claims. No Party may assign any of its rights, interests, or obligations hereunder without the prior written consent of the other Parties, except that any of the Organizing Parties may assign this Memorandum to an affiliated entity upon written notice to the other Parties.

9.4. Counterparts.

This Memorandum may be executed in counterparts, all of which for all purposes shall be deemed to be an original and all of which shall, taken together, constitute one and the same instrument.

9.5. Relationship of Parties.

Nothing in this Memorandum shall be deemed to constitute, create, give effect to,

or otherwise recognize a joint venture, partnership, or formal business entity of any kind.

9.6. Notices.

All notices, requests and other communications hereunder shall be in writing and delivered by hand, by nationally-recognized delivery service that guarantees overnight delivery, or by first-class registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Dominion:

Dominion Energy Virginia
600 Canal Street
Richmond, Virginia 23219
Attention: Director, New Technologies and Energy Conservation

with a copy to:

Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, Virginia 23219
Attention: Deputy General Counsel – State Regulatory
Fax: (804) 819-2677

If to All Points:

All Points Broadband Partners, LLC
Attn: Legal Notices
908 Trailview Boulevard, SE
Suite 170
Leesburg, Virginia 20175

If to SVEC:

Shenandoah Valley Electric Cooperative
Attn: J. Michael Aulgur
180 Oakwood Drive
Harrisonburg, Virginia 22801

If to a Participating Locality, to the address set forth on such Participating Locality's counterpart signature page to this Memorandum.

Any Party may change its address at any time upon notice to the other Parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

VIRGINIA ELECTRIC AND POWER COMPANY
DBA DOMINION ENERGY VIRGINIA

_____
Name:
Title:

ALL POINTS BROADBAND

_____
Name:
Title:

SHENANDOAH VALLEY ELECTRIC COOPERATIVE

_____ 7/8/2021
Name: J. Michael Aulgur
Title: V.P. & Chief Financial Officer

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF 1
July 20, 2021	G-19	Consulting Assistance for County Utility Needs	

EXPLANATION & SUMMARY:

Warren County has been discussing future utility needs in the Route 340/522 corridor. There is a need for technical assistance for this project in preparation for a meeting in September.

Mr. Tim Stowe is proposed to be contracted as the County's as-needed consultant on an hourly basis, as he prepared the Warren County Utilities Study in 2003, which was an evaluation of water and sewer options for the County.

COST & FINANCING:

Funding for this project will come from the Special Projects fund allocated for administrative professional services.

PROPOSED OR SUGGESTED MOTION:

(1) I move that the Board of Supervisors approve a contract with Timothy S. Stowe on an as-needed, hourly basis for utility consulting services, with such additions and corrections as may be approved by the Chair in consultation with the County Administrator and Interim County Attorney.

-OR-

(2) I move that the Board of Supervisors not approve the hourly agreement with Mr. Tim Stowe.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Edwin C. Daley, County Administrator		

STOWE ENGINEERING, PLC

July 15, 2021

Edwin Dailey, County Administrator
Warren County
220 N. Commerce Avenue
Front Royal, VA 22630

RE: Study update for water and wastewater service in the 340/522 corridor

Dr. Dailey:

Thank you for considering Stowe Engineering to provide the professional services needed for the referenced project. The following sections of this proposal describe the basic services Stowe Engineering proposes, your responsibilities, our proposed schedule and compensation, and terms and conditions.

Basic Services

We propose the following scope of services:

WATER

1. Review of prior study to document available water treatment and transport capacity, limitations, and assumptions.
2. Document the water system treatment and transport capacity changes in the Front Royal systems since the 2003 report.
3. Determine the water demand in the Fairgrounds Road area of the 340/522 Corridor.
4. Analyze the new (Frederick Water) alternative to determine available capacity in the regional system to serve the 340/522 corridor with water.
5. Review of the terrain and geology in the area.
6. Identify a potential service area based on available water system capacity from Frederick Water.

SEWER

1. Review of prior study to document available wastewater treatment and transport capacity, limitations, and assumptions.
2. Document the wastewater system treatment and transport capacity changes in the Front Royal systems since the 2003 report.
3. Determine the wastewater demand in the Fairgrounds Road area of the 340/522 Corridor.
4. Analyze the new (Frederick Water) alternative to determine available capacity in the regional system to serve the 340/522 corridor with wastewater collection and treatment.
5. Identify a potential service area based on available wastewater system capacity from Frederick Water.
6. Review up to two the possible locations for a wastewater package plant discharge to the main stem of the Shenandoah River.

103 Heath Court, Winchester Virginia 22602 • (540) 686.7373 • fax: (540) 301.1100
email: TimStowe@StoweCompanies.com

REPORT

1. Prepare a written report to document the findings of the study.
2. Prepare rough order of magnitude cost estimates for the recommended improvements.

CONSULTING

1. Participate in meetings and negotiations with Warren County and Frederick Water.

B. Deliverables

a. One PDF copy and one paper of the final report
b. Opinion of probable construction cost

C. Warren County Responsibilities:

a. Provide current information about Front Royal's water distribution and sewage collection line locations and sizes.
b. Provide current information about Front Royal's water and wastewater treatment capacity.
c. Provide information about desired service area and the type of development planned.
d. Assistance with Frederick Water interaction.

D. Schedule

We proposed to provide the deliverables to you within 60 working days following your notice to proceed.

E. Compensation

Our lump sum fee for the report will be $26,500.00.
Our hourly fee for the consulting services and meetings will be $150.00/hr.

G. Additional service

Services that are not included in our basic services include but are not limited to:

- Hydrogeologic studies for wells.
- Detailed site plans for construction
- Preliminary Engineering Reports
- Other services. Not expressly mentioned in the scope of services

F. Approval

If you find this proposal acceptable, please sign and return one copy for our records. We will construe our receipt of the signed proposal as your notice to proceed with this work.

Thank you for allowing Stowe Engineering to provide you with professional services on this project. If you have any questions, do not hesitate to contact me.

Sincerely,
STOWE ENGINEERING, PLC

Timothy S. Stowe, PE, LS
President and Manager

ACCEPTED:

Signature: _____

Printed Name and Title: _____

Date: _____

STOWE ENGINEERING, PLC

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

Professional Fees

Staff	Hourly Rate
Sr. Project Manager	$150.00
Project Engineer	$125.00
Technical Support/Drafting	$90.00
Administrative Support	$65.00

Reimbursable Expenses:

Only reimbursable expenses that are above and beyond the normal operational expenditures are billed. This includes but is not limited to copies from outside copy centers, meals, lodging, and travel expenses associated with project-related travel, special shipping charges, mileage or rental vehicles, and rental or purchase of special equipment, and geotechnical engineering, testing and environmental services. All reimbursable items are billed at cost plus 10% handling charge. Mileage is billed at the IRS prescribed rate.

Other charges such as in-house copies, phone, and fax are included in our hourly rates.

BILLING AND PAYMENT POLICIES

Invoices will be submitted on a monthly basis for the services rendered and are due 10 days from the date of the invoice.

TERMS AND CONDITIONS

1. Unless otherwise stated, special design, extra work, off-site work, legal action, client and architectural revisions, revisions due to changes in governmental policy, and property negotiations are not subject to these prices and will be billed at current hourly rates as additional work upon owner's authorization.

2. All tracings, digital data, survey notes and other original documents, as instruments of service, shall remain the property of Stowe Engineering. Stowe Engineering will provide digital files and reproducible copies of requested documents developed for this project to the client. Such documents are not intended or represented to be suitable for reuse by the client or others on extensions of the project or on any other project. Any reuse or modification of documents without written verification or adaptation by Stowe Engineering, as appropriate for the specific purpose intended, will be at client's sole risk and without liability or legal exposure to Stowe Engineering. Client is granted a license to use all documents produced.

3. Stowe Engineering shall not accept liability or responsibility for delays beyond its control.

4. Invoices will be rendered for work performed and are due and payable upon receipt. Unless otherwise stated, all work will be billed based on hours worked at the standard hourly rates currently in effect. In the event of nonpayment of the account within thirty (30) days after invoices are rendered, the client further agrees to pay a late charge of 1-1/2% per month on the unpaid balance (18% per year) until such account is paid in full. Stowe Engineering shall have the right to cease all further work on the project by giving written notice of that decision to the client. If delinquent accounts are placed in the hands of an attorney or collection agency for collection, the client agrees to waive the benefit of all exemptions as to the delinquent account and further agrees to pay all expenses incurred in collecting the same, including without limitation, attorney's fees, and court costs.

5. Should the client wish to discontinue work under this agreement at any time prior to completion of services hereunder, the client agrees to provide written notice and payment to Stowe Engineering for all work and services provided up to the date of termination. If the project does not proceed in an orderly and continuous manner, due to delays or suspension caused by reasons beyond Stowe Engineering's control, for three months or more, contract price will be adjusted in accordance with the most current hourly billing rates.

6. This agreement may be terminated with or without cause by either party on thirty-(30) days written notice, the end of such notice period being the effective date of termination. Nothing in this provision or in any other provision of this agreement shall be construed to relieve the client of an obligation to Stowe Engineering for all work performed up until the effective date of termination. The client hereby agrees to pay Stowe Engineering within thirty (30) days of the effective date of termination for all work and services performed up until the effective date of termination and according to the rates then in effect under this proposal.

7. The client further agrees that in the event that the professional services of Stowe Engineering are terminated with or without cause, Stowe Engineering shall not be required to release its files or work product to the client or to the client's agent(s) until such time as Stowe Engineering receives full payment for all professional services performed for the client.

8. This constitutes all the terms and conditions under which all professional work will be performed. This agreement may only be amended in writing, signed by the parties.

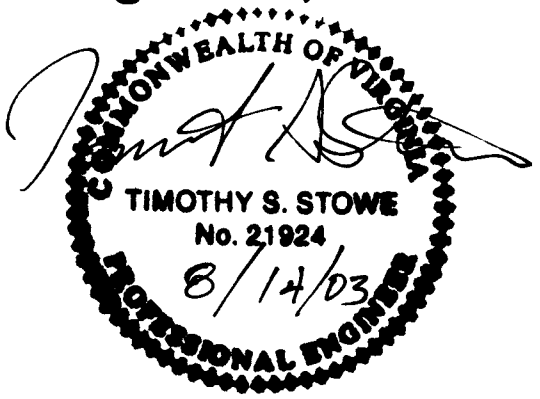
Do Not Retire Utilities

Warren County Utilities Study

An evaluation of

Water and Sewer options for the County

August 14, 2003



Anderson & Associates, Inc.

7722 Main Street

Middletown, VA 22645

540.869.2501

JN 20644

Executive Summary

Warren County is considering various options for providing affordable water and sewer service to the industrial and commercial businesses that lie outside of Front Royal town limits. This effort is being conducted in response to concerns that have been raised by some of these industries about the water and sewer rates being charged by Front Royal.

Anderson & Associates considered four options for providing water and sewer service to these businesses. With a future peak water demand of about 2.0 MGD and sewage demand of about 1.3 MGD, it will be financially difficult for the county to establish a water and sewer system independent of Front Royal's due to the high up front costs, unless federal grants become available to assist with the financial burden.

Although a stand alone water and sewer system may seem financially appealing at ultimate build out, the high up front costs of getting to that point make this option financially challenging without federal grant money. Based on the information reviewed, the greatest opportunity for Warren County and Front Royal can be realized through the establishment of a partnership for pooling community resources and providing water and sewer service. A comprehensive review of the rate structure in consideration of past financial contributions should be a part of this effort. This can be accomplished through an existing authority, such as the Warren County Sanitation Authority.

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Warren County Utilities Study

Introduction

Warren County is evaluating alternatives for providing water and sewer service to its citizens and businesses. Currently the Town of Front Royal provides water and sewer service to its residents as well as industrial and commercial users outside of the town limits in the Route 340/522 corridor. Ongoing population and business growth in the county continues to place increasing demands on the town water and sewer systems. Additionally, a number of wells in the county went dry during the 2002 drought, raising questions about the availability of water and sewer service for residential users.

While the quality of the water and sewer service provided by the Town is good, the fees levied on businesses outside of the Town boundaries have raised concerns with some industry representatives. The purpose of this study is to evaluate the options available to the County, and consider the effects each of these options will have on the citizens, commercial/industrial users, County, and Town.

While there are other private utility systems in the County, the focus of this study is on the Route 340/522 corridor area, north of the Town of Front Royal.

Background

Warren County and the Town of Front Royal are located in the Shenandoah Valley of Virginia. The 2000 US census shows a total population for Warren County of 31,584 with the Town of Front Royal comprising 13,589 of the total population. Warren County contains 209.9 square miles and the Town of Front Royal covers 9.1 square miles. The Town and County enjoy a diversified economic base and growing population. The areas largest employers include Warren Memorial Hospital, Family Dollar Distribution Center, Dupont, WesTab, Ferguson Enterprises, Toray Plastics America, and United Parcel Service.

The Town of Front Royal and Warren County have made strong commitments to inter-governmental cooperation. Examples of current cooperative efforts include the Route 340/522 Corridor Agreement, including consolidation of Parks and Recreation services and extension of water and sewer services to provide for the long-term economic viability of the Town and County.

The Town of Front Royal currently provides public water and sewer service to the Route 340/522 corridor for out of town industrial and commercial users. These services are provided through systems that are owned and operated by the Town. The County has provided financial assistance to the Town for the construction of some of the water distribution and sewer collection facilities in the Route 340/522 corridor, and for the construction of a one million-gallon elevated water tank near the Family Dollar distribution facility. Additionally, others have made considerable financial investments in the Town's water and sewer system in the Route 340/522 corridor area.

Industrial users in the County are charged utility rates that are double that of users located within the corporate limits of Front Royal. Commercial users in the corridor are charged a rate *equal* to the *amount* of water and sewer fees and taxes of a commercial entity located within the Town. Businesses located outside of Town do not receive any additional services in return for this additional fee. The Town uses this additional revenue to operate and maintain the water and sewer systems.

The Warren County Board of Supervisors is working to identify feasible long-term solutions to provide affordable water and sewer service to the industrial and commercial users that are outside of the town limits. This study was commissioned by the Warren County Board of Supervisors to identify and analyze those feasible options for providing water and sewer service to the county businesses and citizens. The County is seeking the most efficient ways of providing water and sewer services to industrial, commercial and residential users with a goal of ensuring the long-term health of the overall community.

At the outset of the study Anderson & Associates was asked some basic questions that this report is intended to answer.

- *What options are available to Warren County for the provision of water and sewer service outside of the town limits?*
- *What organizational structure for utility service will be most beneficial to the citizens and businesses in the County?*
- *What are the pros and cons of the various options?*

As these questions were being contemplated, a number of important considerations surfaced. These include:

- *Front Royal has an adequate raw water source and adequate treatment facilities to serve the Town's demand, but these will have to be expanded to meet the County's growing demands.*
- *The Front Royal Town Council has concerns about the relationship between water and sewer availability, and the promotion of sprawl in areas outside the Town.*
- *The Warren County Board of Supervisors has concerns about their lack of control over water and sewer availability and land use decisions in the County.*
- *Warren County currently owns no water or sewer facilities.*
- *Warren County has concerns about septic system and well failures in the County.*

Existing System Characteristics

The geographic areas that can be served by the existing water and sewer facilities are depicted in Figures 1 and 2. The much larger water service area results from the elevated water tank located near the Family Dollar distribution center.

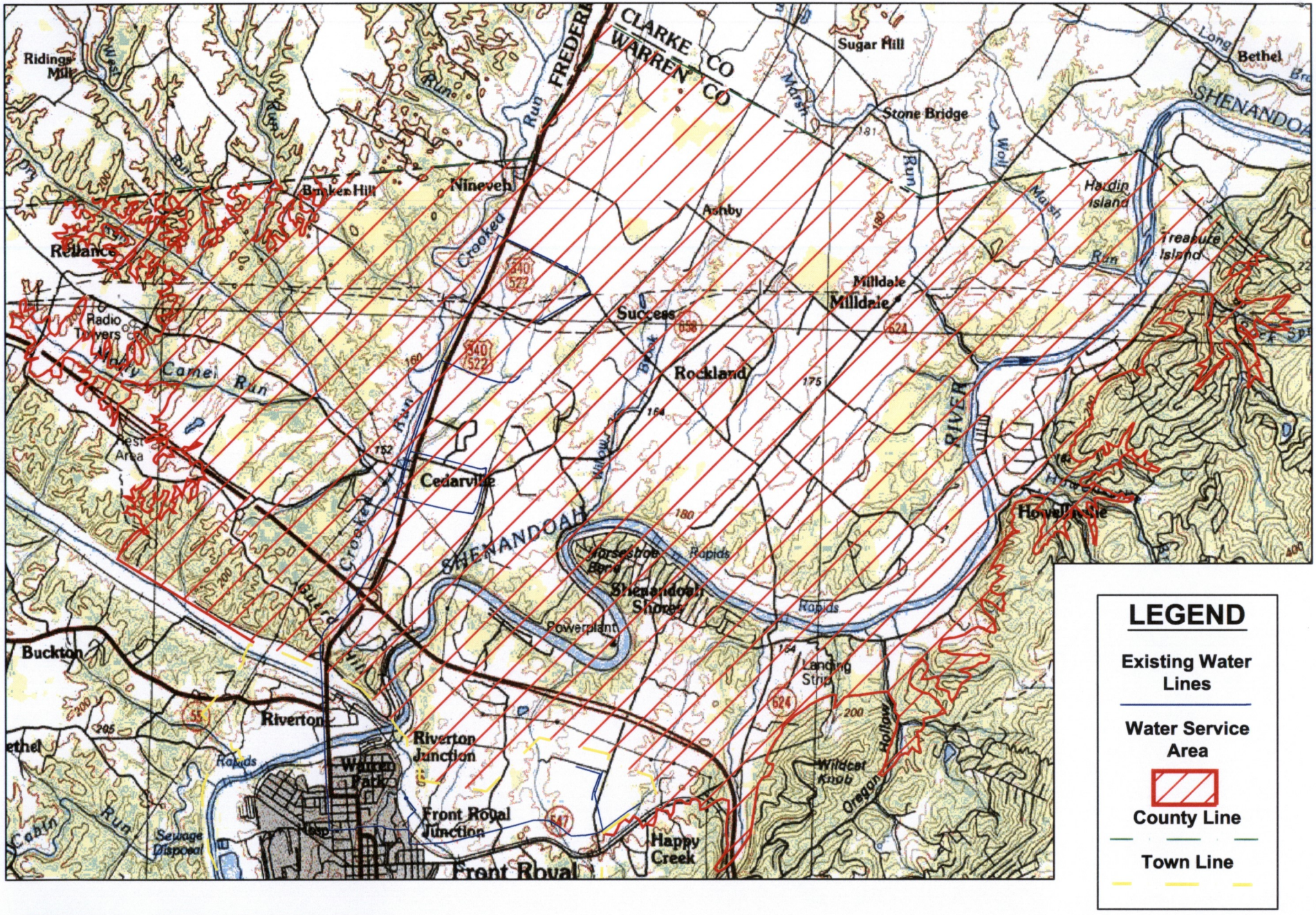


Figure 1 - Water Service Area

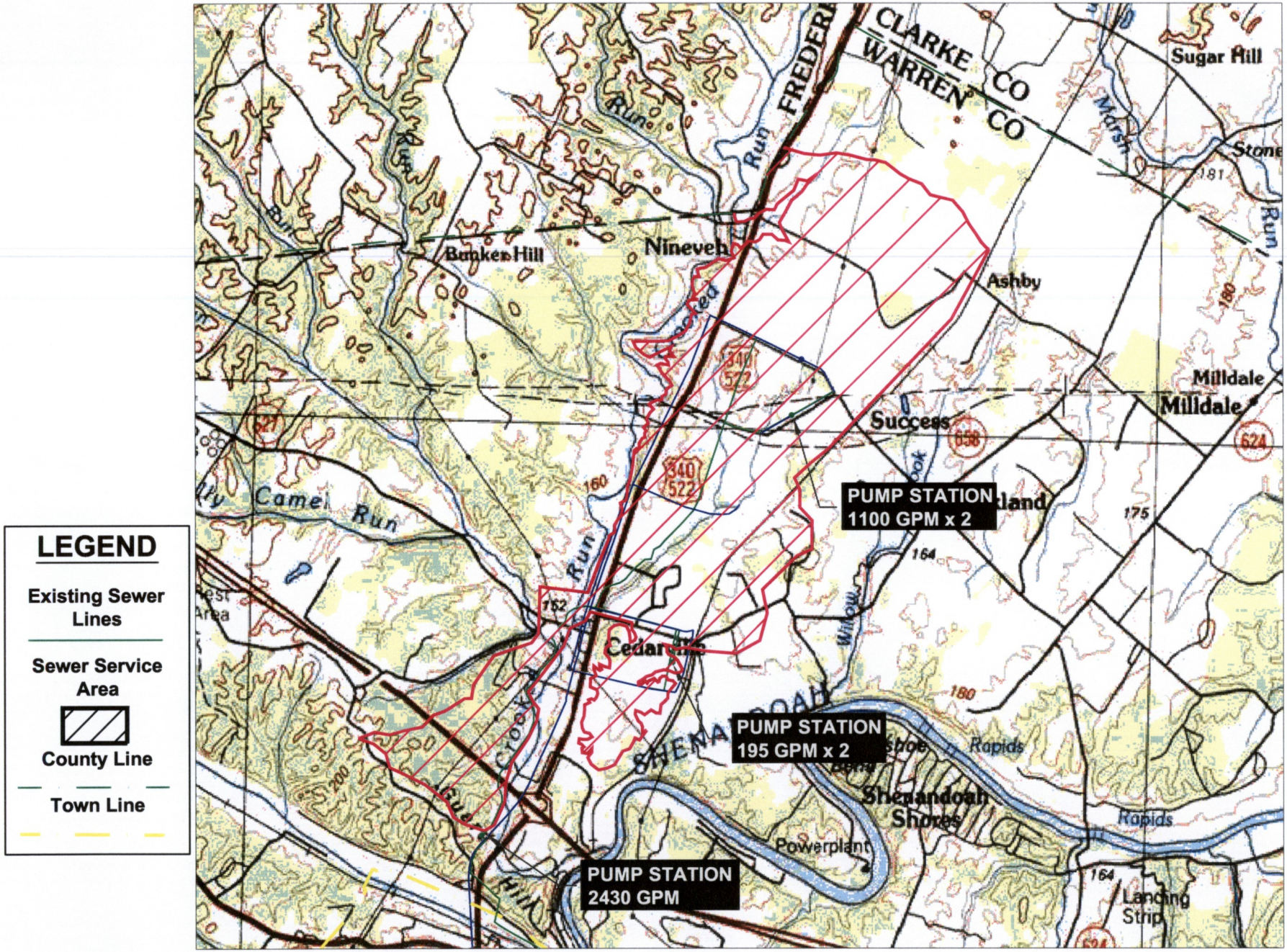


Figure 2 - Sanitary Sewer Service Area

As has been previously stated, the existing water and sewer facilities in the Route 340/522 corridor are owned and operated by the Town of Front Royal.

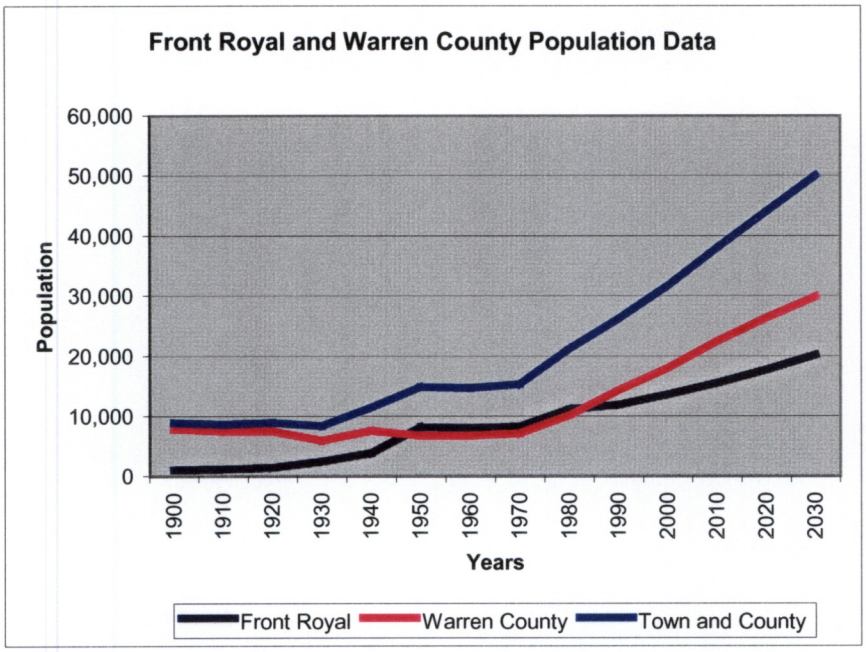


Figure 3 Population Growth Trends in Warren Co. and Front Royal

The finished water is produced at the Town's 3 million gallon per day (MGD) water treatment plant that draws raw water from the south fork of the Shenandoah River. Wastewater is conveyed to a 4 MGD wastewater treatment plant that discharges to the south fork of the Shenandoah River near Happy Creek. It is expected that new commercial users will continue to connect to the Town water and sewer systems in the Route 340/522 corridor as in-fill development occurs in this area. However, water and sewage treatment capacity will have to be increased to meet future County demands. Hazen & Sawyer's Engineering Report on the Town's water treatment plant expansion forecasts significant increases in industrial and commercial water usage, primarily in the County. The report recommends that the Town invest $6.8M (1996 dollars) to construct water lines in the County and to increase the capacity of the water treatment plant. Expansion of the Town's water treatment plant is currently in design.

In addition to the industrial and commercial water and sewer customers in the Route 340/522 corridor, a new type of user has emerged, Blue Ridge Shadows. Blue Ridge Shadows is a planned unit development whose centerpiece is a championship golf course. The development includes 199 high-end homes, a hotel, restaurants, and other assorted commercial uses. The development has a permit to construct on-site water and wastewater systems, but may connect to the Town system instead. Should the Town provide water and sewer service to this development, it will establish a new precedent for providing service to residential customers in the County.

Other anticipated future users with plans currently being developed or underway include Competitive Power Ventures, Northeast Cooperative/Sysco, and Riverton Commons.

Water and sewer usage

Previous studies undertaken by the Town and County yielded the following usage data for the Route 340/522 corridor:

- 1995 water usage and projections by Hazen & Sawyer:
    - 131,000 gpd actual use (1995)
    - 368,000 gpd committed for new industrial connections
    - 2.1 MGD for projected industrial development
- G.W. Clifford & Assoc. reported 224,940 gpd water usage in 1998
- G.W. Clifford & Assoc. reported in 1998 that industries in the 340/522 corridor produced an average 138,690 gpd of wastewater.

Six recent months of water and sewer billings for eight major industries in the Route 340/522 corridor showed a peak monthly water usage rate of approximately 5.9 million gallons, equating to an average day usage of about

161,000 gallons per day and a peak day usage of about 200,000 gallons per day. The peak month sewer flows from the same data were 5.5M gallons, equating to an average flow of about 144,000 gallons per day and a peak day flow of about 185,000 gallons per day. It is understood that the above usage data does not provide a total picture of the water and sewage usage in the area.

Since the reported flow data does not include all of the existing usage, for the purposes of this report the existing average usage was estimated to be 200,000 GPD of water and 200,000 GPD of sewer. The existing peak usage was estimated to be 250,000 GPD for water and 250,000 GPD for sewer.

The following tables show the water and sewer usage for some existing industries as well as the planned industries.

Route 340/522 Service Area
Water and Sewage Utilities Study
2002 Water and Wastewater Use Data

Enterprise	Monthly Usage (gal)			
	Water		Wastewater	
	Average	Peak	Average	Peak
Existing Industries				
DuPont	396,100	549,000	318,051	422,100
Family Dollar Stores, Inc.	256,016	861,900	256,016	861,900
Ferguson Enterprises, Inc.	31,929	35,500	31,929	35,500
Inland Group Partnership*	30,000	30,000	30,000	30,000
Pen - Tab Industries*	120,000	120,000	120,000	120,000
Tartan Textiles	2,778,060	2,898,100	2,778,060	2,898,100
Toray Plastics	1,154,600	1,346,000	718,714	1,079,000
Walden Foods*	60,000	60,000	60,000	60,000
* - data taken from 1998 study				
Total	4,826,705	5,900,500	4,312,770	5,506,600
Average Daily Use for Existing Users	160,890	196,683	143,759	183,553

	Forecasted Monthly Usage (gal)			
	Water		Wastewater	
	Average	Peak	Average	Peak
Recently Approved Developments				
Competitive Power Ventures	2,737,500	21,717,500	1,825,000	1,825,000
Blue Ridge Shadows	3,862,917	4,836,250	3,862,917	4,836,250
Northeast Cooperative/Sysco	806,498	1,080,248	623,998	1,080,248
Riverton Commons	3,041,667	4,243,125	3,041,667	4,243,125
Total	10,448,581	31,877,123	9,353,581	11,984,623
Average Daily Use for Anticipated Users	348,286	1,062,571	311,786	399,487

Table 1 Existing and Planned Water and Sewage Usage

The planned water usage by CPV is highly variable with peak water usage rates occurring when the outside temperature reaches 95 degrees and power demand is highest. CPV is planning an on site 3,000,000 water storage tank to help facilitate brief peak periods.

Additional flows were forecasted based on the industrial and commercial land uses displayed in the future land use map for the county. This map, as shown below, shows about 1450 acres of industrial land and about 340 acres of commercial land use. Based on visual observation, it was estimated that about 40 percent of these two land uses do not have an existing or planned development.

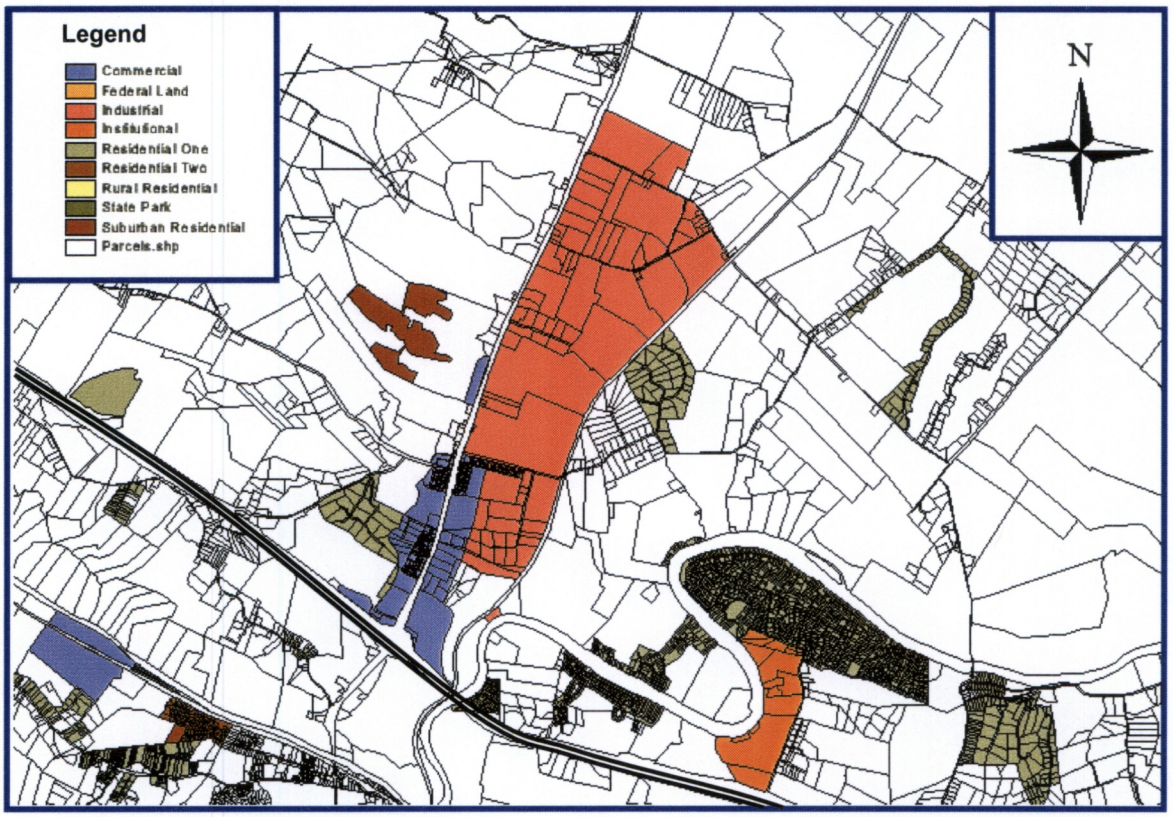


Figure 4 Future Land Use

It is assumed that the full build out of these areas will occur over the next 15 years and that the average water and sewer usage demands for this future build out will be commensurate with those of existing industries. Assuming 1,000 gallons/acre of peak water and sewer demand, approximately 716,000 GPD in water and sewage service is needed to provide for the build out of the estimated remaining commercial and industrial land. An average demand of 358,000 GPD was used for this area. This usage is based on existing usage levels in the area of about 500 gallons/acre.

	Peak Water Usage (GPD)	Peak Sewer Usage (GPD)	Average Water Usage (GPD)	Average Sewer Usage (GPD)
Existing	250,000	250,000	200,000	200,000
Planned	1,100,000	400,000	349,000	312,000
Future	716,000	716,000	358,000	358,000
Total	*2,066,000*	*1,366,000*	*907,000*	*870,000*

Table 2 Existing and Forecasted Water and Sewage Usage

It is important to recognize that this anticipated usage does not consider possible future expansions in the utility service area. Such expansions will increase the usage further.

Based on these anticipated usage levels, a 2.0 MGD water treatment plant and a 1.3 MGD wastewater treatment plant were evaluated for the purposes of this study. It is understood that each of these facilities will require future expansion as the commercial and industrial development unfolds, and as changes in the service area occur.

Options Considered

For the purposes of this study and report, four options for providing utility service in the Route 340/522 corridor, and the region, were considered. These were:

Option 1. Continue the current arrangement with Town owned and operated systems.

Option 2. Acquire/construct County owned and operated water and wastewater systems.

Option 3. Develop Town-County utility systems that are jointly owned and operated in partnership for the purposes of serving the Town and County.

Option 4. Develop a multi-jurisdictional approach to providing water and sewer service to the County and other neighboring communities

Each of these options is discussed in detail in the following pages.

Option I

Option I is a continuation of the present mode of operation. This involves the Town owning and operating the water and sewer systems that serve those areas inside and outside of the town limits. The Town will continue to be responsible for all costs associated with operating and maintaining these systems, and will receive all revenues from the water and sewer systems. For the purposes of this report, it is assumed that individual residential connections will not be permitted, although large-scale residential development projects could possibly be connected to the utility systems.

The obvious draw back with this approach is that the industries that are currently being provided with water and sewer service by the Town are the ones most concerned about the water and sewer rates they are paying. Presumably these rates will not change and a continuation of the existing systems will not allay the concerns expressed by these industries unless the rates can be restructured in a fashion that will lower the monthly water and sewer bills for these industries.

Using data contained in the *14th Annual Virginia Water and Sewer Rate Report 2002*, and the Town of Front Royal rates contained in the 2001 version of the same report, the following tables were created depicting how the out of town water and sewer rates being charged by Front Royal compare in the ten highest rates in Virginia.

2002 Sewer Rates - Outside Business Rate		
	Locality	Rate per 1,000,000 gal/mo
1.	Purcellville	$12,263.50
2.	Amherst	$12,000.00
3.	Kilmarnock	$11,988.00
4.	Toms Brook-Maurertown San. Dist.	$10,949.00
5.	Norton	$10,412.20
6.	Front Royal (2001)	$10,209.28
7.	Lexington	$10,115.00
8.	Round Hill	$9,505.00
9.	Warrenton	$9,297.60
10.	New Market	$7,976.18

Table 3 Comparison of Sewer Rates among Ten Highest in Virginia

2002 Water Rates - Outside Business Rate		
	Locality	Rate per 1,000,000 gal/mo
1.	Front Royal (2001)	$10,209.28
2.	Quantico	$9,249.75
3.	Middleburg	$8,706.00
4.	Purcellville	$8,303.50
5.	Pennington Gap	$7,690.90
6.	Round Hill	$7,471.50
7.	Stoney Creek Sanitary District	$7,455.00
8.	Amherst	$7,166.67
9.	Rural Retreat	$6,996.53
10.	Berryville	$6,570.00

Table 4 Comparison of Water Rates among Ten Highest in Virginia

Note: data for Front Royal was not contained in the 2002 version of this report, so data from the 2001 report was extracted for the Town rates. Any rate changes that have occurred since that time are not reflected.

One concern with the Town continuing to provide water and sewer service to areas outside of the town limits is the effect this has on the County's ability to manage land use. In many communities, the availability of public water and sewer are used as a means to control land use. Without other adequate means of control, the Town could unintentionally create a situation whereby the availability of Town utilities spawns an unwanted land use in the County. County and Town officials have expressed their desire to avoid this type of situation, but it is a very real possibility. The County does have the ability to prevent "sprawl" through land use controls. On the other hand, they cannot force the Town to provide services to a potentially attractive user, such as an industrial prospect that may require large amounts of water and sewer service.

Another important consideration of this option is the Town's ability to expand their facilities to provide the future County water and sewer capacity in addition to their own needs. The Town's ability and willingness to undertake water and sewer infrastructure expansion projects on a schedule that meets the County's needs, and at a reasonable cost to the water and sewer customers are important factors that require agreement between the Town and County.

Impacts of Option I

The impacts of Option I are described below based upon the impacts to the citizens, the business community, the County and the Town. This listing is not intended to be all inclusive.

Citizens:

- Could see employment opportunities jeopardized due to industry opposition to water and sewer rates.

- Lack of residential water and sewer availability in the County.

Businesses:

- Competitive position in the market place could be compromised due to high water and sewer costs.
- Ability to attract supporting industries could be more difficult.
- Lack of ability to deal with a single jurisdiction for land use and utility decisions.

Warren County:

- Continues to lack control over water and sewer service availability during the land planning and economic development process.
- Continues to pay for a system without any control over that system.
- Requires renegotiations for each proposed development connecting to Town water & sewer.

Front Royal:

- Continues to bear full responsibility for operating all water and sewer treatment facilities and lines.
- Continues to control new development by limitations in the capacity of treatment.
- Continues to receive all revenues for water and sewer services.
- Requires renegotiations for each proposed development.
- Is solely responsible for protection of community health and water quality.

- Receives excess income which can be used for purposes other than water and sewer.
- Has the ability to weigh costs against other funding priorities.
- Controls development growth (quality and quantity) and economic development opportunities and costs in the region.

Option II

Option II involves the County getting into the water and sewer business by either buying the Town's infrastructure currently in place in the County, or constructing separate systems. The County can accomplish this by:

1. Purchasing Town owned water distribution and sewage collection systems that are currently in place in the County, and

2. Developing County owned and operated water and wastewater treatment facilities.

Existing Town owned water and sewer facilities located in the County were built in 2 major phases:

1. 1980 – Town extended water and sewer to Dupont with a $4 M bond issue.

2. 1996 - County and Town joint project extended water and sewer to Family Dollar and Toray with a $4.125M bond issue.

In addition to Town and County funding investments for the extension of water and sewer facilities in the Route 340/522 corridor, significant investments have also been made by the industries in the corridor and various state funding sources.

Expansion Phase	Contributing Entity			Total
	Town	County	Industry/Other	
Dupont	$5,406,900	$0	$413,528	$5,820,428
Family Dollar	$935,300	$3,701,300	$0	$4636,600
Other			$1,027,168	$1,027,168
Total	$6,342,200	$3,701,300	$1,440,696	$11,484,196
	55%	32%	13%	100%

Table 5 Financial Contribution to Existing Water and Sewer

Should it be decided that the County will purchase the utility infrastructure from the Town, a reasonable value must be established for it. In an effort to establish such a value, the initial capital investment was increased from a present day value at the date of the investment, to a present day value in the year 2003 using the US Department of Labor inflation calculator. Additionally, the water and sewer systems were assumed to have a 50-year service life and were depreciated accordingly using a straight-line depreciation. Based on this information, the County might expect that the present value of the existing water and sewer facilities installed outside of the town limits to be approximately $6,342,200.00.

In addition to the cost of acquiring these lines, the County will also need to have an adequate raw water supply and treatment system and a wastewater treatment plant. As an initial step, it is suggested that a water treatment plant with a capacity of at least 2.0 MGD gallons per day be constructed. A water treatment plant with a capacity of 1.3 MGD should also be planned to provide available capacity for future growth as well as operational efficiencies for the County. Each of these plants should be constructed with a modular design for easy future expansion. The physical location of the water treatment plant can vary, but it is recommended that it be constructed reasonably close to the raw water source to avoid long raw water transmission pipelines. Four possible sources of raw water have been considered during this study. These are:

1. Purchase finished water from Front Royal at bulk rate.
2. Develop a new ground water source near Dupont (large wells).
3. Draw water from the main stem of the Shenandoah River. (Note: should be 5 river miles down-stream from the discharge of Front Royal's wastewater treatment plant)
4. Draw water from the quarries at Riverton.

While the basic costs associated with the construction of the water treatment plant will vary slightly depending upon the treatment process, the cost of developing the site for the plant can vary widely. It is recommended that the site acquired for the water treatment plant be at least 10 acres in size and preferably 20 to 25 acres. A site this size will allow for future expansions and provide enough area for proper security of the plant.

Consideration should also be given to providing the new power plant, CPV, with pre-settled water rather than fully treated water. Parts of the cooling process can use pre-settled water, that is raw water from which sediment has been allowed to settle out. This approach may require a larger pre-settlement basin, but will also require a smaller water treatment plant and could result in a cost savings to both parties in the proper balance. The pre-settlement basin, which could be located away from the main treatment plant, will require about 15 acres of area.

Consideration has also been given to ways in which wastewater might be treated. Two alternatives that were considered are:

1. Transport the wastewater to Front Royal's wastewater treatment plant for treatment at a bulk rate.

2. Construct a new County owned wastewater treatment plant and discharge to the main stem of the Shenandoah River. As an initial step, it is suggested that a wastewater treatment plant with a capacity of at least 1.3 MGD be constructed. The placement of the discharge could affect the location of the raw water intake for the water treatment plant if the river is used as a raw water source.

Financial considerations

While the individual pieces of this plan may seem manageable, the whole of the plan is very expensive and will result in water and sewer bills that could initially be more than twice as high as current Town rates, or County subsidies of the water and sewer systems. The following is a derivation of the rates.

Item	Value	Notes
Amount to be financed by the County	$34,960,000	Assumes $6.34M paid to Front Royal, $3.7M in existing debt refinanced, and $24.92M in new debt for water and wastewater treatment plants
Interest rate	5%	
Period (years)	20	
Annual debt payment	$2,805,281	
Recurring operational costs/yr	$800,000	Labor, overhead, vehicles, equipment, etc.
Annual Cost	$3,605,000	(rounded)

Table 6 Annual Cost for Water and Sewer Facilities and Operations

Condition	Ave. Water System Demand GPD	Ave. Sewer System Demand GPD	Water Rate Per 1000 gal	Sewer Rate Per 1000 gal
Existing	200,000	200,000	$25.70	$23.69
Future	907,000	870,000	$5.67	$5.45
Current Front Royal Out of Town Rates			$10.24	$11.80

Table 7 Proposed Water and Sewer Rates

While the water and sewer rates are appealing at the build out flow level, the time required to get to that flow level is unknown. The high cost that will have to be born until the revenues and expenses balance out makes this option difficult financially. For the purposes of this study it was estimated that build out will occur in fifteen years at the earliest, and possibly up to thirty years from now.

Impacts of Option II

The impacts of option II are described below based upon the impacts to the citizens, the business community, the County and the Town.

Citizens:

- Employment opportunities may be jeopardized due to anticipated industry opposition to water and sewer rates.
- Residential services will be provided in areas where lines are constructed.
- May benefit from improved quality of life resulting from coordinated land and utility planning in County.
- Will participate in funding the system through utility fees where service is provided.

Businesses:

- Competitive position in the market place could be compromised due to higher water and sewer costs.
- Ability to attract supporting industries could be more difficult due to high water and sewer rates.
- Single jurisdictional control over land use and utilities for County businesses will help with industry recruitment and future employment opportunities for the community.

Warren County:

- Will exercise control over utilities in the land planning process and can thwart sprawl or encourage attractive development.
- Will exercise control over the utility system being paid for and the rates being charged.
- Will gain a finite means for evaluating each proposed development.
- Will likely have to subsidize the cost of the water and sewer systems until demand reaches levels that balance the cash flow.

Front Royal:

- Will be responsible for water and sewer treatment facilities and lines will only be inside the town limits.
- Will sell ownership of water and sewer infrastructure outside of the town limits to the County.
- Will receive large cash payment for sale of collection and distribution infrastructure that could be used to help finance treatment improvements.
- Is provided with a finite means for evaluating each proposed development.
- Receives excess income which can be used for other purposes.

Option III

Option III utilizes an existing framework that has been in place since 1973, the Warren County Sanitation Authority. The Board of Supervisors established the Warren County Sanitation Authority for the "...acquisition, construction, operation and maintenance of (a) an integrated water system for supplying and distributing water in Warren County and (b) an integrated sewer system and sewerage disposal system for Warren County..."

The Sanitation Authority operates and is legally independent of the local governments. Under Option III the Sanitation Authority will own and operate the water and sewer facilities in the County. The Sanitation Authority could also own and operate water and sewer facilities for the Town. This can be accomplished through the Sanitation Authority purchasing the existing infrastructure, or through the local governments conveying their interest in the infrastructure to the Sanitation Authority with positions on the Sanitation Authority Board of Directors being commensurate with the present value of the items conveyed. This will most likely result in the Town initially holding the majority of the voting positions on the Authority Board.

Some of the benefits of having the Sanitation Authority own and operate the utilities include:

- Freedom to purchase the existing systems
- Distribution of revenues based on equity positions
- Can provide a unified regional approach to water and sewer service
- Can obtain financing independent of the local governments
- Flexibility with the Sanitation Authority Board Membership

- Establishment of water and sewer rates based on system-wide costs.
- Service to individual residential customers can be provided.
- Will distribute the financial debt.
- May avoid some redundant costs compared with Option II.

While the full costs associated with the Authority owning and operating the water and sewer systems is beyond the scope of this report, the one thing that is clear is that this approach will avoid redundancies in the provision of service, and will establish the framework for a partnership between the Town and County that will benefit all citizens and business in the region through the pooling of resources. Just the benefits associated with obtaining funding independent of the local governments provides a tremendous tool for the implementation of water and sewer infrastructure for all of the participating localities. While this funding tool comes with lines of responsibility, it avoids political wrangling that is sometimes associated with investments in water and sewer improvements. This approach offers a lot of potential benefits and should be discussed further among the leadership of each community.

It is suggested that some of the existing employees of the water and sewer systems be employed by the Sanitation Authority should this option be pursued. These employees possess the institutional knowledge and system understanding that will enable the Sanitation Authority to become effective much sooner than starting up from scratch will.

Impacts of Option III

The impacts of option III are described below based upon the impacts to the citizens, the business community, the County and the Town.

Citizens:

- Employment opportunities may be enhanced if water and sewer rates are reduced for industrial and commercial users.
- Residential services will be provided in areas where lines are constructed.
- Quality of life benefits may result from coordinated land and utility planning in County.

Businesses:

- Competitive position in the market place could be enhanced if water and sewer rates are reduced.
- Coordinated jurisdictional control over land use and utilities for County businesses will help with industry recruitment and future employment opportunities for the community.

Warren County:

- May initially have minority representation on the Sanitation Authority Board to participate in the oversight of the Authority.
- Will have a financial commitment to the Authority.
- Will not have direct and independent control over the utilities.
- Will be able to request of the Authority an independent evaluation of each proposed development.

Front Royal:

- Will initially have majority representation on the Sanitation Authority Board to participate in the oversight of the Authority.
- Will have a financial commitment to the Authority.
- Will not have direct and independent control over the utilities.
- Will be able to request of the Authority an independent evaluation of each proposed development.
- Will sell or convey ownership of some or all water and sewer infrastructure to the Authority.

Option IV

The multi-jurisdictional approach to providing water and sewer services has been considered with several local governments. A regional water authority has been under consideration for several years in the northern Shenandoah Valley, with Warren County and Front Royal participating in the discussions. A proposed regional water treatment plant to be located on the main stem of the Shenandoah River in Warren County, has been recommended. While the regional benefits of such a plant were foremost in these discussions, Option IV considers the possibility of the Town and County working together in partnership to be the regional water authority through the construction of a regional water treatment plant. A regional water treatment plant could initially supply water to Front Royal and Warren County and expanded in the future to serve other localities.

Planning for the expansion to a regional water treatment plant will be critical. This includes:

- Sufficient site area.
- Withdraw permit for ultimate flows.
- Modular plant design for easy incremental expansion.
- Long term regional approach.

All of these factors can be readily accomplished now through a Town-County partnership. Additionally, this option provides the opportunity to complete the loop of the Front Royal water system in the Happy Creek – 340/522 corridor area. It also provides the opportunity to extend a transmission main northward along Rte. 522 to serve the southern portions of Frederick and Clarke Counties. Distributing the financial burden of this undertaking across several jurisdictions

will benefit all jurisdictions. Intangible benefits of collaborative facility development include increased reliability, better management of the region's resources, and positive public perception of "good government".

Other communities have also expressed an interest in participating in this regional water approach. For example the Winchester Public Utilities Department has indicated a willingness to discuss supplying water to Warren County as an interim step on the path to a regional water plant.

With wastewater, the Town of Middletown is in the process of planning for the replacement of their wastewater treatment plant. Middletown, located just a short distance from the industrial/commercial area in Warren County, could be a strong partner with Warren County in a regional wastewater treatment initiative. The possibility of locating a wastewater treatment plant on the North Fork of the Shenandoah River near the Warren County line will provide an opportunity for both communities to have modern and safe wastewater treatment capabilities within an effective distance for both.

Barriers to this multi-jurisdictional approach include but are not limited to:

- Potential for adverse and irreversible impacts of growth on land and water resources resulting from growth.
- Drought reliability of the intake or discharge stream.
- Complacency with the status quo.
- Isolationism and the desire for independence in individual communities.

The possibilities for a multi-jurisdictional approach are enticing because of the huge potential benefits that could result. It is doubtful that either Front Royal or Warren County can serve as a regional supplier of water or wastewater services

alone. But together, working in partnership for the benefit of the citizens, this approach is within the reach of the community and will provide benefits for many generations to come.

Conclusions and Recommendation

The data and information presented in this report is for the purposes of comparing options available to the Warren County Board of Supervisors for providing water and sewer service to the industrial and commercial residents that operate outside of the Front Royal town limits. Although the costs associated with a stand alone Warren County water and sewer system seem appealing at ultimate build out, the initial costs, and uncertainty associated with the timing of the ultimate build out, make this alternative financially difficult. It is our conclusion that the greatest opportunity for Warren County and Front Royal lies in working together in partnership to provide services to the citizens of this community. Warren County has the existing and future water and sewage demand that justifies the expansion of Front Royal's treatment facilities, while Front Royal has the existing infrastructure to expand. Through the pooling of resources, and the operation of an Authority, the capacities and service areas of the water and sewer systems can continue to meet the needs of the citizens. This approach offers economical attractiveness due to the absence of redundant service areas and infrastructure.

An interesting case study, which both governmental bodies may wish to review, is that of Roanoke City and Roanoke County, Virginia. These two bodies are now working together on water and sewer services, where five years ago neither was considering this. The benefits of a partnership were revealed and it is now moving forward to the benefit of both entities.

It is the recommendation of this report that the leadership of Warren County and the leadership of Front Royal work to establish a partnership in which the citizens of this area will benefit through the sharing of water and sewer resources at a more balanced cost to all users. While Front Royal may continue to own and operate the water and sewer system, the County should have a role in the

oversight of these facilities that is commensurate with the financial participation by the County and its commercial/industrial citizens. The organizational structure under which this can be accomplished most effectively is through the formation of an Authority that is comprised of members representing both jurisdictions.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
July 20, 2021	H	Request to the State Board of Elections for a waiver to administer split precincts for the November 2, 2021 General and Special Elections	1 OF 2

EXPLANATION & SUMMARY:

Virginia Code Section 24.2-307 requires that each voting precinct within a county have no fewer than 100 registered voters. If the governing body is unable to establish a precinct with the minimum number of registered voters without splitting the precinct between two or more congressional districts, Senate districts, House of Delegates districts, or local election districts, it must apply to the State Board of Elections for a waiver to administer a split precinct. A governing body granted a waiver to administer a split precinct or directed to establish a precinct with fewer than the minimum number of registered voters may use such precinct for any election held that year.

All redistricting activities have been delayed across the Commonwealth due to delayed Census data. In light of this delay, the State Board will be granting waivers for the curing of the split precincts, as detailed above.

Pursuant to Virginia Code Section 24.2-307, Warren County will need a waiver for the following split precincts:

Precinct Name	Split Type
0101 Fork Town	House District 15th & 29th
0201 Happy Creek	Town - County Split
0402 Town-West Shenandoah	Town - County Split
0501 South River	House District 15th & 18th Plus, Town - County Split

In order for the Director of Elections and General Registrar, Carol Tobin, to request the necessary waiver, she will need to provide the Department of Elections a copy of the minutes from a Board of Supervisors meeting, in which the Board formally requests a waiver until such a time as redistricting can be completed.

COST AND FINANCING:

None.

PROPOSED MOTION:

I move that the Board of Supervisors formally request a waiver from the Department of Elections for the November 2, 2021 General and Special Elections for the following split precincts: 0101 Fork Town; 0201 Happy Creek, 0402 Town-West Shenandoah, and 0501 South River; and to authorize the Director of Elections and General Registrar to submit the minutes of this Board of Supervisors meeting to the Department of Elections.

OR

I move that the Board of Supervisors postpone this request until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney; Carol Tobin, Director of Elections and General Registrar	(DESCRIBE)	

Director of Elections & General Registrar

County of Warren

465 W 15th Street, Suite 800
Front Royal, VA 22630
(540) 635-4327
Fax (540) 635-5456

Carol L. Tobin
Director of Elections
General Registrar

TO: Dr. Edwin Daley, County Administrator
Caitlin Jordan, Assistant County Attorney

FROM: Carol L Tobin, Director of Elections and General Registrar

DATE: June 17, 2021

SUBJECT: §24.2-307 - New Legislation Requirements

New Legislation under the provisions of §24.2-307 will require that we request a waiver from the Virginia Department of Elections for split precincts for the November 2, 2021 General and Special Elections due to the delay in the redistricting process. See the guidance information below:

Guidance from the Virginia Department of Elections:

Under the provisions of §24.2-307, localities are required to comply with the following:

Each precinct shall be wholly contained within a single congressional district, Senate district, House of Delegates district, and election district used for the election of one or more members of the governing body or school board for the county or city. In each year ending in one, the governing body of each county and city shall establish the precinct boundaries to be consistent with any congressional district, Senate district, House of Delegates district, and local election district that was adopted by the appropriate authority by June 15 of that year. If congressional districts, Senate districts, House of Delegates districts, or local election districts have not been adopted by the appropriate authority by June 15 of a year ending in one, the governing body may use the congressional districts, Senate districts, House of Delegates districts, or local election districts as such districts existed on June 15 of that year as the basis for establishing the precinct boundaries to be used for the elections to be held in November of that year. Such governing body shall establish precinct boundaries to be consistent with any subsequent changes to the congressional districts, Senate districts, House of Delegates districts, or local election districts. If a governing body is unable to establish a precinct with the minimum number of

registered voters without splitting the precinct between two or more congressional districts, Senate districts, House of Delegates districts, or local election districts, it shall apply to the State Board for a waiver to administer a split precinct. The State Board may grant the waiver or direct the governing body to establish a precinct with fewer than the minimum number of registered voters as permitted by § 24.2-309. A governing body granted a waiver to administer a split precinct or directed to establish a precinct with fewer than the minimum number of registered voters may use such a precinct for any election held that year.

Given the delay in Redistricting activities due to delayed Census data, the state will be granting waivers for the curing of the split precincts, as detailed above.

Under the provisions of §24.2-307, Warren County has the following split precincts in need of a waiver:

Precinct Name	Split Type
0101 Fork Town	House District 15th & 29th
0201 Happy Creek	Town – County Split
0402 Town-West Shenandoah	Town – County Split
0501 South River	House District 15th & 18th Plus, Town – County Split

In order to request this waiver, I will need to provide the Department of Elections with a copy of the minutes from a Board of Supervisors meeting, in which the governing body formally requests a waiver until such a time as redistricting can be completed. Please add this item to the next available BOS meeting.

Please let me know if you have any questions. Thank you.

CLT
cc: Electoral Board

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
07/20/21	I-1	Conditional Use Permit #2021-05-01 9700 Court, LLC *Enclosed storage facility*

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
   a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
   b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
   c) Provide for adequate parking and ingress and egress to public streets or roads.
   d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
   e) Prevent such use from changing the character and established pattern of development of the community.

RECOMMENDED CONDITIONS:

1. The applicant shall comply with all Virginia Department of Transportation, Town of Front Royal Public Works Department, Warren County Building Inspections, and applicable environmental regulations and requirements.
2. The applicant shall submit a formal site plan to the County prior to the issuance of a building permit.
3. The permanent color of building materials shall be earthen tones in compliance with the County's Highway Corridor Overlay (HC) District ordinance and all building facades visible from Rt. 340/522 shall be constructed of a combination of stone and Dryvit/EFIS or similar material as approved by the Warren County Planning Department.
4. All outdoor lighting fixtures shall be full-cut off fixtures as required by the Warren County Zoning Ordinance.
5. The property shall be in compliance with Warren County Code Section 180-45.5 regarding the supplemental regulations for self-storage facilities.

PLANNING COMMISSION STATUS:

On Wednesday, June 9, 2021, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of 9700 Court, LLC for an Enclosed storage Facility with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of 9700 Court, LLC for an Enclosed Storage Facility. (List reasons)

SUBMITTED BY:	**DISPOSITION OF COMMISSION:**	**PROCESSED BY:**
Joseph Petty, Planning Director	☐ APPROVED ☐ OTHER (Describe)	

Conditional Use Permit: 2021-05-01 / Enclosed Storage
9700 Court LLC, *Applicant*
Prepared: May 5, 2021
Staff Contact: Joseph Petty, Planning Director

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for an Enclosed Storage Facility. The property is located at on Winchester Road in the North River Magisterial District. The proposed facility will consist of two phases. The first phase includes a building footprint of 21,000 square feet, the three levels total 63,000 square feet, which provides 48,058 square feet of rentable space. The second phase includes a building footprint of 21,000 square feet, the two levels total 42,000 square feet, which provides 32,000 square feet of rentable space will be constructed in the future dependent on market demand.

The property lies within the County's highway overlay district, which has architectural requirements on all building facades visible from the corridor highway (Route 340/522). Another requirement of the highway overlay district is no outdoor storage, which would include recreational vehicles, boats and cars that are being stored on the property. They will need to be fully screened from view of the corridor highway.

PROPERTY INFORMATION

Property Location: Winchester Road
Tax Map ID: 12B--1-1---1
Magisterial District: North River
Subdivision: Hill and Dale
City: Front Royal
Zoning: Commercial (C)
Acres: 3.2128 Acres (7.619 total)
Existing Land Use: Vacant

SURROUNDING ZONING DISTRICTS & USES

North:	Zoned Residential-One (R-1)	Use: Single-Family Dwellings
South:	Zoned Residential-One (R-1) & Commercial (C)	Use: Single-Family Dwellings & Convenience Store
East:	Zoned Commercial (C)	Use: Auto Dealerships and Building Materials Store
West:	Zoned Residential-One (R-1)	Use: Single-Family Dwellings

PROPERTY HISTORY

On December 21, 2004, the Board of Supervisors approved Marlow Investments, LC's request to rezone and change the zoning map classification of the subject property; and a portion of right-of-way of "Gore Avenue" (Emerald Lane). The property was rezoned from Residential-One (R-1) to Commercial (C) and the proposed use of the property was for a shopping center. The total property assembled by the applicant for the shopping center is a total of 7.619 acres.

There are four sets of proffers for this development because land was acquired at different times and subsequently rezoned at different times, as well as a conditional use permit for a shopping center with various conditions that was approved by the Board. The applicant proffered to dedicate the 60 feet of right-of-way for the collector road at the time of final site plan approval. Other transportation improvements included: access-egress plan to serve neighboring properties to the north and south; dedication of all right-of-way along the property frontage with Old Hill and Dale Road to ensure adequate road connection between Rt. 340/522 and the future collector road; north and south bound turn lanes on Rt. 340/522; right-of-way along the entire frontage on Rt. 340/522 for a third through lane; and more.

On April 20, 2021, the Board of Supervisors approved Marlow and Silek Investments, LLC request to amend all four of their proffer statements to allow the use of "Enclosed Storage with the Storage of Recreational Vehicles

ATTACHMENTS

□ Agency Comments	□ Application	□ Health Permit	□ Letter from Applicant
□ Location Map	□ Public Comments	□ Submitted Plans	□ Other: _____

and Cars." Their proffer statements restrict the use of the property to an additional seven uses which include: Auto sales and auto parts, general retailing and wholesaling, office, restaurant, convenience, hotel or motel, and personal service establishment such as barbershop, laundry or financial institution.

The Board also approved an amendment to R2004-09-01 to reduce the width of right-of-way dedication from 60 feet to 50 feet for the future planned north-south connector road. The proposed collector road has been on the County's plans for 20 years and we have received right-of-way from other developers for the purpose of constructing this road.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for commercial land uses. An Enclosed Storage facility is a use allowed by conditional use permit in the Commercial zoning district and is compatible with the current Warren County Zoning Ordinance. The Commercial (C) district is intended, "for areas suitable for the conduct of general business not characterized by either constant heavy trucking or nuisance factors and to which the public requires direct and frequent access."

SUPPLEMENTARY REGULATIONS

Warren County Zoning Ordinance: § 180-45.5. Self-service storage facilities.

Where allowed, self-service storage facilities shall meet the following requirements.

A. Materials stored shall not be used or sold within the self-service storage facility. No commercial activities of any kind shall occur within the facility. No repair of vehicles, furniture, or other materials or equipment shall occur within the facility. Signs shall be posted within the facility describing such limitations.
B. No storage of hazardous, toxic or explosive materials shall occur in the self-service storage facility. Signs shall be posted within the facility describing such limitations.
C. The maximum size of any individual storage space or unit in a self-service storage facility shall be 500 square feet.
D. The self-service storage facility, including loading areas and all storage areas, shall be totally enclosed by structures or by an eight-foot-high opaque wall or fence. Such fences shall be set back at least six feet from property boundaries. Landscaping shall be provided in such setback areas, including trees and shrubs.
E. All storage shall be within an enclosed structure, unless otherwise approved by the Board of Supervisors through the issuance of a conditional use permit. The storage of personal vehicles associated with household use within areas enclosed by the wall or fence may be permitted by condition.
F. For storage units that open to the outdoors, a twenty-foot-deep loading aisle or space shall be provided adjacent to each unit. Such loading aisles shall be separate from driveways used for internal circulation.
G. Before a site plan is approved for a self-service storage facility, a copy of the lease agreement shall be submitted to the Zoning Administrator for review and approval to ensure that the limitations described in this section have been included in the lease agreement.
H. Self-service facilities shall not include portable storage containers, shipping containers and/or tractor trailers.

Warren County Zoning Ordinance: § 180-29.1: Highway Corridor Overlay (HC) District.

The property lies within the 1000' HCOD, which should address architectural details, landscaping, screening, and overall appearance. There is a proposed collector road to the rear of the property shown in the County's Comprehensive Plan. The applicant should plan for this in the site plan phase of the project.

Staff will be working with the applicant to ensure that buildings are earth tone in appearance and meet the material requirements as stated in the ordinance and proffers.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. *Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The applicant shall comply with all Virginia Department of Transportation, Town of Front Royal Public Works Department, Warren County Building Inspections, and applicable environmental regulations and requirements.
2. The applicant shall submit a formal site plan to the County prior to the issuance of a building permit.
3. The permanent color of building materials shall be earthen tones in compliance with the County's Highway Corridor Overlay (HC) District ordinance and all building facades visible from Rt. 340/522 shall be constructed of a combination of stone and Dryvit/EFIS or similar material as approved by the Warren County Planning Department.
4. All outdoor lighting fixtures shall be full-cut off fixtures as required by the Warren County Zoning Ordinance.
5. The property shall be in compliance with Warren County Code Section 180-45.5 regarding the supplemental regulations for self-storage facilities.

Cc: 9700 Court LLC - Owner/Applicant

Statement of Justification

9700 Court LLC Proposal for Self Storage Facility
Tax map: 12B 1 1 1, North River Square Lot #4
Winchester RD. Front Royal, VA 22630 April 26, 2021

To: Warren County Planning and Zoning Commission and Board of Supervisors,

We are proposing the construction of a three story climate controlled self storage facility located at Tax map: 12B 1 1 1, North River Square Lot #4 Winchester RD. Front Royal, VA 22630. The building and parking are being proposed on the north eastern area of the 3.2128 acre lot. Through our own research as well as a feasibility study performed by the self storage experts at Self Storage 101, Bob and Bill Copper it is clear the surrounding community is underserved in this industry especially with the complete lack of climate controlled units. Our design and plans for management would provide a professional and higher standard storage option than is currently available in Front Royal as well as surrounding areas, including security cameras, 24 hour monitoring, self storage industry specialized 3rd party management, landscaping, and controlled access

We have contracted North River Square Lot #4 along Winchester Road. This lot is the back parcel of the 4 lots being sold by Marlow and Silek Investments LLC, so the building will not sit directly on Winchester Road which will allow county disired retail and service commerical projects to be front and center in the development of the parcel. Self storage is a quiet use and low traffic commerical entity and we will also utilize capped lighting so as not to interfer with the surrounding residential development. Construction will still follow architectural design standards set by the county for the commercial corridor requirements. The lot is currently empty and VDOT has already paved and lined the turn lane at the main entrance of the lots. Further improvements to said lots will be internal roads, sewer, water, and electric service.

We have already engaged a trusted architectural firm to create a basic footprint to fit the unit mix that our 3rd party professional management company designed to fit the needs for the area. The buildings footprint would be 21,000 SQFT, containing three levels to equal 63,000 SQFT which gives us 48,058 SQFT of Net Rentable Square Footage. We are also planning to have parking storage located behind the building and along the north western corner of the lot to be hidden from view from Winchester Road.

Feasibility study findings are based on an industry standard 5-mile radius maximum analyzing key indicators such as competition, population, area growth, traffic counts, current SQFT of storage available and demand analysis. The study found that currently the 5-mile radius includes four other facilities which provides 4.53 SQFT/person while it could support 7.50-8 SQFT/person. The current amount of self storage is equal to 94,525 SQFT while the area should support 225,000 SQFT. This is less than half of what the area can support and none of it is

climate controlled. Our research also found that for 2 plus years all facilities have been at or just shy of full rental capacity.

We look forward to providing a much needed service for Warren county. We currently own and operate two other facilities and pride ourselves in the improvements and growth we have created within both facilities. Our plans are to provide a clean, well kept, professional business that will thrive with the community.

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-05-01
Date Received: 4-29-2021
Fee Amount: $ 500 00
Date Paid: 4-29-2021

Applicant Information:

9700 Court, LLC
Applicant Name

P.O. Box 1233 | Locust Grove | VA | 22508
Address | *City* | *State* | *Zip*

North River Square, Lot #4, Winchester Rd. Front Royal, VA 22630 Tax Map 12B 1 1 1
Property Location for conditional use permit if Different than Applicant's Address

804-313-9874 | kevin@bandkproperties.com
Primary Contact Number | *Email*

Marlow & Silek Investments, LLC
Property Owner (if same as applicant, leave blank)

707 North Commerce Ave. | Front Royal | Virginia | 22630
Address | *City* | *State* | *Zip*

540-671-0412
Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

(1) Address/Location: North River Square, Lot #4, Winchester Rd. Front Royal, VA 22630
(2) Election District: North River
(3) Tax Map Number: 12B 1 1 1
(4) Subdivision Name: Hill and Dale
(5) Total Area of Property (acres): 3.2128 AC
(6) Total Area to be Used (acres): 3.2128 AC
(7) Total Road Frontage (feet): 451'
(8) Depth of Property (feet): 293'
(9) Present Zoning: Commercial

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Self Storage

(2) Current land use and condition of site: Vacant

(3) Zoning of surrounding land/property: Commercial / Residential

(4) Will development be staged? ☒ Yes ☐ No

(5) Construction Time: ~24 months

(6) Season, days, and hours of operation: year round, daytime business hours, limited weekend

(7) Will there be a sign? ☒ Yes ☐ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No

(9) Number of full time employees: 2

(10) What type of sewage disposal system will be used? ☐ Private ☐ Central ☒ Public

(11) Number of persons to be served by the sewage disposal system: _____

(12) Number of parking spaces to be provided: Regular 10 Handicap 2

(13) What is the proposed landscaping and buffering for this property? As required / agreed upon

C. Plans Prepared By

Name: Greenway Engineering

Address: 151 Windy Hill Lane Winchester, Virginia 22602

Telephone Number: 540 662-4185

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) No

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) No

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) No - and it is strictly forbidden to store hazardous substances in the customer agreements

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. None.

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) No

(6) What will be the impact on traffic? No, traffic to and from the facility will be minimal as Self Storage is a very low traffic use.

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. Yes. Lighting on building and on site will be designed to cut off at the property line.

The following documents and/or information are required to be submitted with the application:

☐ **An application fee of $500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of $500.00 will be required at the time of submittal.

☐ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☐ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☐ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**

The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

Take N Commerce Ave North, Right onto N Royal Ave, right onto US-340 N/US-522 N . Site is on the left, just North of the Royal Farms gas station

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Applicant Signature — Date: 4/29/21

Property Owner Signature — Date: 4-29-21

Accepted by: _____ Date: _____

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

ENVIRONMENTAL IMPACT STATEMENT

9700 COURT, LLC - SELF STORAGE
CONDITIONAL USE PERMIT

North River Magisterial District
Warren County, Virginia

Tax Map 12B 1 1 1
Conditional Use Permit (3.2128 Acres)

April 26, 2021

Prepared for: 9700 Court, LLC

9700 Court LLC Self Storage
Conditional Use Permit
ENVIRONMENTAL IMPACT STATEMENT

Introduction:

Both a Phase 1 Environmental Site Assessment (ESA) and geotechnical report including test borings have been completed for the site with an address of Winchester Road/Emerald Lane, Front Royal, Virginia 22630 including the 3.2128-acre lot #4 at the rear of the parcel.

The site of proposed work is located approximately 1/2 mile north of Interstate 66 with access off of US-340 / VA Route 522 on an approximately 7.619-acres North River Square property including the proposed Self-Storage parcel consisting of the approximately 3.2128-acre lot #4 at the rear of the property. The site is currently zoned a Commercial (C) District. The proposed use would keep the Commercial zoning, and add two Conditional Use Permits (CUPs) for self storage and boat and recreational vehicle RV) parking.

Conditions:

The site is a vacant lot which had no major environmental issues discovered during the investigation process. Per the Phase 1 ESA, some minor staining surface conditions and site debris were observed including tires, scattered refuse material, and abandoned building foundations. Geotechnical test borings revealed subsurface conditions to be as expected of the area.

Basic information:

Location:	Winchester Road, 1/2 mile north of Interstate 66 Access directly from Route US RT 340 / VA RT 522)
Magisterial District:	North River
Property ID Number:	12B- 1 1 1
Current Zoning:	Commercial (C) District
Current Use:	Vacant land
Proposed Use:	Enclosed Climate Controlled Self Storage Units, Drive-up Units, and Boat and RV Storage
Proposed Zoning:	Commercial (C) with CUP for above uses
Total conditional use permit area:	Approximately 3.2128 acres

Environment:

Development of the site is not anticipated to produce any negative environmental impacts beyond what is normally part of construction and development and will be performed in accordance with all applicable regulations and permit requirements.

A Phase 1 ESA was compiled on September 11, 2020 by Triad Engineering and is provided with this submission for reference. While de minimis surface contamination conditions were observed, no recognized conditions were found. Other conditions including abandoned foundations, old tires and scattered refuse. Unacceptable site conditions will be remedied as part of the development process.

A Geotechnical report with test borings indicating subsurface conditions was compiled for the site on November 5, 2020, and is included with this submission for reference. Generally karst terrain exists, with some fill along with a reduced amount of topsoil, which coincides with previous lot clearing activity. No adverse conditions were found in the investigation, and the report finds the site capable of foundation development as expected in the area.

Stormwater Management will be designed by Greenway Engineering, LLC to address quality and quantity per Virginia DEQ requirements.

The site is not located within a Federal Emergency Management Agency (FEMA) flood plain. A flood plain study is not required.

Public Sewer and Water:

The site will have water and sewer run to the edge of the property by the land sellers, Marlow & Silek Investments, LLC as per the purchase and sale agreement.

Additional Considerations:

There is an overhead power line running across the front of the site, which will be re-routed as part of the larger site improvements from the land seller as part of conveyance. Electric service will be run to the property boundary by Marlow & Silek Investments, LLC once a location is agreed upon.

There is an Underground Storage Tank (UST) associated with another nearby site downslope of the subject property. According to the Phase 1 ESA, the tank does not have any leakage reports and was found to not pose environmental risk.

Community Impact Statement

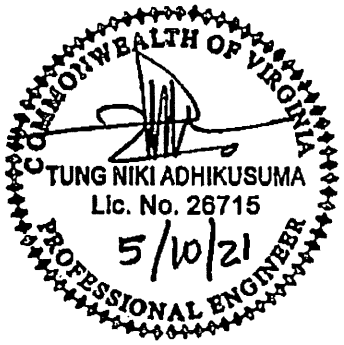
9700 Court LLC- Self-Storage

North River Square, Lot#4, Winchester Rd.
Front Royal, VA 22630
North River Magisterial District, Warren County Virginia
Tax Map Parcel 12B 111
Conditional Use Permit for 3.2128 Acres

Prepared for:
9700 Court LLC
P.O. Box 1233
Locust Grove, VA 22508

Prepared By:
Tung Niki Adhikusuma, P.E.
Greenway Engineering, Inc.

May 10, 2021



GREENWAY
ENGINEERING

151 Windy Hill Lane
Winchester, VA 22602Telephone 540-6624185
Fax 540-722-4185 Acres
www.greenwayeng.com

9700 Court LLC Self Storage
Conditional Use Permit
Community Impact Statement

Introduction

The following report describes potential community impacts of self-storage and boat and recreational vehicle (RV) storage at the approximately 3.2128-acres single parcel identified as Marlow & Silek Investment, LLC, TM-12B-111 Commercial (C) District, located in the Highway Corridor Overlay District. The development of this single parcel is subject to two conditional use permit (CUPS) approvals, one for self-storage units and another for boat and RV storage, and proposed construction will implemented according to market demands.

The subject site is located at North River Square, Lot #4, Winchester Road (US340/VA522) just north of the Warren County/Crooked Run retail hubs and has 451' of road frontage and is approximately 0.6 miles north of interstate I-66. There is an existing VDOT-approved entrance from southbound Winchester Road (VA522); this entrance includes a deceleration right turn lane that was constructed in the past 3 years.

The adjacent properties to the east are part of the original 4 parcels with commercial zoning. North of the parcel is Donovan's property, zoned for residential use, and to both the south and the west are Luther Anderson's properties zoned for residential use.

Currently, the subject parcel is zoned as Commercial (C) District; the applicant, 9700 Court LLC Self Storage is proposing to develop and construct approximately 105,000 GSF of climate-controlled storage and possible drive-up units along the accessibility outside the walls. The applicant is proposing to develop the site in two Phases: Phase 1 will include a 3-level climate-controlled Building 1, potentially along with drive-up units along the accessible walls and boat and RV storage in the rear parking area. All proposed uses are permitted in commercial zoning districts with a CUP approved by the Board of Supervisors.

Phase 1 includes indoor storage units in a 3-level climate-controlled building with window features to mimic office windows located on the north side of property at the 50' set back line; the east wall facing Winchester Road will be in architectural conformance to requirements of the Highway Corridor overlay district. The proposed improvements will be visible from the road and will be located adjacent to the existing access entrance. All boat and RV storage will be located at the rear parking area along the west property line and approximately 500 feet from edge of Winchester Road. This development project is found to be in conformance with the Warren County Comprehensive Plan specifically within the Land Use and Growth Management chapter on Commercial and Industrial Development Corridor 10 and Highway Plan.

Basic information

Location:	North River Square, Lot #4, Winchester Road, 0.6 miles north of Interstate-66 (Access directly Route US RT 340/ VA RT 522)
Magisterial District:	North River
Tax Map ID Numbers:	12B-111
Current Zoning:	Commercial (C) District
Current Use:	Vacant land on commercial zone
Proposed Use:	Self-Storage Climate Controlled (indoor) Facility, and possible drive-up units along the west wall, boat and RV storage
Total Commercial area:	Approximately 3.2128 acres
Total CUP area:	Approximately 3.2128 acres

1. Law Enforcement

Warren County law enforcement headquarters is located in the Public Safety Building at 200 Skyline Vista Drive, approximately four miles away from the subject site. While response time is related to the availability and proximity of Warren County Sheriff Department units in the field at the time of need, travel time from the headquarters office to the 9700 Court LLC- Self-Storage facility should generally be about fourteen minutes.

The surrounding area consists of commercial-type development and there is a nearby interchange related to hospitality and light industrial uses. Future adjacent development includes potential commercial and industrial/institutional uses. The currently vacant property demands law enforcement services for numerous vacant property activities, meaning that proposed development for commercial self-storage use will have little to no impact on law enforcement, fire and rescue, and emergency service demand. Importantly, the entire facility will be fenced with secure gate access.

Additionally, while the property is separated from the Town of Front Royal by the Shenandoah River and the Interstate-66 interchange, there should be no significant concerns related to natural terrain or other natural barriers that would inhibit emergency service response.

Finally, the real estate tax revenue generated by the development of 9700 Court LLC- Self-Storage should far outweigh the cost of local government services.

2. Fire and Rescue Services

Fire and rescue services for this property are provided by Company 10; North Warren, of the Warren County Fire and Rescue system, located just over 0.25 mile from the subject site. Due to the short distance, there should be a very short response time for fire and rescue services. While Company 10 is staffed during the weekday daytime hours with career personnel, backup is provided by Company 1; Front Royal and then Company 3, South Warren. There are no significant natural terrain or physical barriers that would inhibit fire and rescue response to the property, and further development will not increase demand.

3. Educational Facilities and Services

The only impact of the proposed development on educational facilities will the generation of annual real estate tax revenue and other business-related revenue for funding public education.

4. Parks and Recreation

The proposed commercial development of self-storage units and boat and RV storage will have no impact on Parks and Recreation, described as the following: Bing Crosby Baseball Stadium, The Front Royal Golf Club, the Raymond Sandmeyer, Youth Center, the Gertrude E. Miller Community Park, the Claude A. Stokes Community Swimming Pool, the Skyline Soccer plex, Warren County Dog Park, Carson Walking Trail, Riverton/ Front Royal Golf Club Boat Landings and Rockland Park and various other facilities. The Avtex Redevelopment project on the former Avtex Fibers site will also be unaffected.

5. Library

The development of self-storage and boat and RV storage will not have any notable impact on County Library facilities, other than the generate annual sales tax revenue, annual real estate tax revenue, and other business-related revenue to fund public services. The closest County Library facility is the Warren County Samuels Public Library, located in the Town of Front Royal.

6. Solid Waste Facilities

All solid waste generated by the tenants and staff workers of the self-storage facility will be minimal. Bathroom facilities and convenience centers will be located inside the office building. All solid waste generated from self-storage activities will be collected at the proposed dumpster site, located in the rear parking area.

7. County Administrative Services

As stated, the development of the property will require two approved CUPS. There are fees associated with applications for these and any construction related permits which will offset the demand for public administrative services. The proposed development will also generate additional annual sales tax revenue, annual real estate tax revenue, and other business-related revenue. This revenue can be utilized to fund government operational costs and capital projects. Importantly, the development of this property will be a positive contribution to Warren County tax revenue.

8. Transportation

The existing main entrance and turn lane along southbound 522, including the pavement striping for these 4 commercial parcels, was previously constructed concurrent with the entrance of Royal Farm gas station. 9700 Court LLC Self Storage will be accessed directly from this existing entrance. All plans will be submitted and subject to VDOT review and approval. The property is located along the Royal Trolley and Corridor Connector public transportation bus services that are ADA compliant and run from Monday thru Saturday.

No significant impact of traffic will be generated as the proposed self-storage development results in low traffic use. Traffic generated by the facility will vary during any given 24-hour period.

9. Landscape screening

There are two existing residential uses directly adjacent to the property lines, Luther Anderson on the south side property line and Donovan on the north side property line. The development of self-storage and boat and RV storage will provide rows of trees landscape screening and will be planted in such of way that will maximize the screening purposes. The trees selection for the proposed landscape screening are as follow: Northern Bayberry, Fragrant Sumac and Green Giant Arbovitae, see landscape plan.

9700 COURT LLC - SELF STORAGE
GENERAL DEVELOPMENT PLAN
FOR CONDITIONAL USE PERMIT

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

Plan Revisions	
Date	Comment

VICINITY MAP
SCALE: 1" = 1000'

OWNER
MARLOW & SILEK INVESTMENT, LLC
707 NORTH COMMERCE AVE.
FRONT ROYAL, VIRGINIA 22630
CONTACT: MIKE SILEK

APPLICANT
9700 COURT, LLC
P.O. BOX 1233
LOCUST GROVE, VIRGINIA 22508
CONTACT: KEVIN TOMAYKO
EMAIL: kevin@bandkproperties.com

CALL "MISS UTILITY"

VIRGINIA UTILITY PROTECTION SERVICE (VUPS) AT 811 OR 1-800-552-7001, 48 HOURS PRIOR TO THE START OF WORK. EXCAVATORS MUST NOTIFY ALL PUBLIC UTILITY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATING OR BLASTING AND HAVE THOSE FACILITIES LOCATED BY THE UTILITY COMPANIES PRIOR TO COMMENCING EXCAVATION. THE EXCAVATOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL COUNTY REQUIREMENTS, VIRGINIA CODE AND REGULATIONS.

UTILITY NOTICE REQUIRED

Contractors shall notify all public utility operators who maintain underground utility lines in the area of proposed excavating or blasting at least two (2) working days, but not more than ten (10) working days, prior to commencement of excavation or demolition. Names and telephone numbers of the operators of underground utility lines appear below. These numbers shall also be used to serve in an emergency condition.

Water/Sewer:	Frederick Water P.O. Box 1877 Winchester, VA. 22604 (540) 868-1061
Power:	Rappahannock Electric Coop 137 Kelly Court Front Royal, VA 22630 1-800-552-3904
Phone:	Verizon P.O. Box 17398 Baltimore, MD 21297 (301) 954-4282
Gas:	Shenandoah Gas Co. P.O. Box 2400 Winchester, VA 22604 (540) 869-1111

SURVEY AND TOPOGRAPHIC INFORMATION

1. Boundary survey was performed by: BROGAN LAND SURVEYING PLC Dated: 2021
2. Aerial, horizontal, and vertical control surveys were performed by: COUNTY 2' TOPO 2016 (Year)
3. Aerial topographic mapping performed by: COUNTY AERIAL MAPPING Dated: NA

APPROVALS

WARREN COUNTY PLANNING DIRECTOR — DATE

*APPROVAL OF THESE PLANS SHALL EXPIRE FIVE (5) YEARS FROM THE DATE OF PLANNING APPROVAL.

*SDLS APPROVAL OF THESE PLANS SHALL EXPIRE ONE HUNDRED EIGHTY (180) DAYS AFTER APPROVAL DATE

GREENWAY ENGINEERING
151 Windy Hill Lane
Winchester, VA 22602
Telephone: (540) 662-4185
Fax: (540) 723-8538
www.greenwayeng.com
OFFICES IN: WINCHESTER (VA) & MARTINSBURG (WV)

COVER SHEET
9700 COURT, LLC- SELF STORAGE
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

Rev. No.	Date

COMMONWEALTH OF VIRGINIA
YUNG HSU ADMINISTRATOR
Lic. No. 28715
4/30/21
PROFESSIONAL ENGINEER

DATE: APRIL 30, 2021
SCALE: N/A
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 1 OF 4

GENERAL NOTES

1. Greenway Engineering, Inc. (GE) issued this plan set based on project criteria dictated by the client and municipal codes. This plan set is not considered complete or appropriate for construction until ALL necessary agencies have given approval AND this plan set is signed and sealed by a licensed professional. Any work, planning, scheduling, material purchases and/or construction prior to approvals and licensed/professional sealing will be performed at the risk of the personnel authorizing work. GE shall be held harmless from and costs, time delay and/or material changes incurred on work started before this plan set receives approvals and seals.
2. Methods and materials used in the construction of the improvements herein shall conform to current County Construction Standards and Specifications and/or current VDOT Standards and Specifications.
3. The Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures nor for safety precautions and programs in connection with work shown on these plans. The Engineer is not responsible for the contractor's schedules or failure to carry out the work. The Engineer is not responsible for acts of omissions of the contractor, subcontractor, or their agents or employees, or any other person performing portions of the work.
4. The Contractor, Owner or Developer shall be responsible for securing any third party inspection/testing service to insure construction compliance with these plans and specifications. It is Greenway Engineering's recommendation that a third party inspection/testing service be employed to ensure that project is completed and materials installed meet the details and specifications in these plans.
5. The location of existing utilities shown in these plans are taken from existing records. It shall be the contractors responsibility to verify the exact horizontal and vertical location of all existing utilities as needed prior to construction. The contractor shall be responsible for the digging of all test holes that may be required, whether recommended or not by these plans, to determine the exact location and elevation of existing utilities. If any conflicts arising from this existing utility verification or if during the course of construction, any object of an unusual nature is encountered, the contractor shall cease work in that area and immediately notify Greenway Engineering at (540) 662-4185 and/or the proper authority. Greenway Engineering or any engineer associated with these plans shall not be responsible or liable for any construction cost that may be associated with the installation or reinstallation any utility or other improvements if not notified of any discrepancies between actual field conditions and the approved plan.
6. The approval of these plans in no way relieve the developer, the contractor, or their agents of any legal responsibility which may be required by the code of Virginia or any other ordinance enacted by the County nor does it guarantee the issuance of any required permit by the County, VDOT or any other Agency.
7. An approved set of plans and all applicable permits must be available at the construction site at all times during construction. A representative of the developer must be available at all times.
8. Prior to the initiation of any land disturbing activities the Developer, the Contractor or the Responsible Land Disturber shall obtain a Land Disturbance Permit from the Building Inspections Office. The Contractor, Developer or his agent shall be responsible for obtaining a Virginia Stormwater Management Program (VSMP) Permit and shall be responsible for the registration of the construction site as required by law. They shall also be responsible for obtaining and maintaining on site a Stormwater Pollution Prevention Plan (SWPPP). The approval of these plans in no way relieves the developer or his agent of the responsibilities contained in the Virginia Erosion and Sediment Control Handbook.
9. The Developer or his agent shall be responsible for obtaining any required permits from the Virginia Department of Environmental Quality (DEQ) or the United States Army Corp of Engineers for any plan wetland disturbance as shown on these plans. They shall also be responsible the identification and delineation of any wetlands that may be present on the construction site.
10. The contractor shall provide adequate means of cleaning mud from trucks and/or other equipment prior to entering public streets, and it is the contractors responsibility to clean streets, allay dust, and to take whatever measures are necessary to insure that public streets are maintained in a clean, mud and dust free condition at all times.
11. A permit must be obtained from the Office of the Resident Engineer, Virginia Department of Transportation (VDOT) and Warren County prior to any construction activities within existing State right-of-way.
12. The developer will be responsible for any damage to the existing streets and utilities which occurs as a result of his construction project within or contiguous to the existing right-of-way.
13. Warning signs, markers, barricades or flagmen should be in accordance with the State and Federal Manual on Uniform Traffic Control Devices (MUTCD).
14. The exact location of all guard rails and paved ditches will be determined by VDOT personnel. "A joint inspection will be held with the Developer, County Representatives, and Representatives of the Virginia Department of Transportation (VDOT) to determine if and where guard rail and/or paved ditches will be needed. The developer will be responsible for providing guardrail and paved ditches as determined by this joint inspection." Refer to Virginia Department of Transportation (VDOT) Guard Rail and Paved Ditch Specifications.
15. All unsuitable material shall be removed from the construction limits of the site plan before placing embankment.
16. All pavement sections shown on these approved plans are based on a minimum CBR value of 6 and are for preliminary design only. Final pavement design shall be based upon actual field tested CBR values. The Contractor or Developer shall be responsible for field tests per VDOT standards to obtain actual CBR values for final design. Final pavement designs will be approved by VDOT and/or the Owner/Developer, which ever applicable, prior to installation.
17. All springs shall be capped and piped to the nearest storm sewer manholes or curb inlet. The pipe shall be minimum 6" diameter and conform to VDOT standard SB-1.
18. When grading is proposed within easements of utilities, letters of permission from all involved companies must be provided to the Warren County prior to issuance of grading and/or site development permits.
19. Notification shall be given to the appropriate utility company prior to construction of water and/or sanitary sewer lines. Information should also be obtained from the appropriate authority concerning permits, cut sheets, and connections to existing lines.
20. The Developer and/or Contractor shall be responsible to supply all utility companies with copies of the approved plans and advise them that all grading shall conform to the approved plans, and further that the utility companies shall be responsible for horning these plans and the finished grades in the installation of their utility lines.
21. All utilities to be located underground.
22. Contractors shall notify operators who maintain underground utility lines in the area of proposed excavating or blasting at least two (2) working days, but not more than ten (10) working days, prior to commencement of excavation or demolition.
23. The developer will be responsible for the relocation of any utilities which is required as a result of his project. The relocation should be done prior to construction.
24. All parking lot/street light and dry utility design shall be performed and provided separately by others. All dry utility and or lighting information shown hereon is as specified by others and is included for informational purposes only, as directed by the Owner, Developer and/or public agency requirements. Greenway Engineering has not performed the lighting and/or dry utility design and does not warrant and is not responsible for the degree and/or adequacy of illumination on this project or the adequacy of the dry utility to service the site.
25. All sanitary sewers, water mains and appurtenances shall be constructed in accordance with the current standards and specifications of the Town of Front Royal.
26. All stormwater piping and structures shown on these plans are only accurate to the inlet or manhole locations as shown hereon. Detail design of stormwater structures were not provided to Greenway Engineering. Actual pipe alignments will be based upon developed structural shop drawings as provided by the manufacturer. Contractor shall make adjustments to pipe alignments base on provided shop drawings. Greenway Engineering will not be held responsible or liable for any discrepancies or changes caused by the structural design. Contractor may submit shop drawings to Greenway Engineering for review and approval at contractor's expense. Shop drawings will be reviewed for compliance with design plans. The Owner or Developer will be responsible for any redesign as a result of structural shop drawing design.
27. Controlled fills shall be compacted to 95% of maximum density as determined by method "A" per standard proctor AASHTO-T99, ASTM-D698, or VTM-1 as applicable. Density shall be certified by a registered professional engineer and results submitted to Warren County prior to pavement construction. If a geotechnical report has been prepared, it should supersede the requirements in this note.
28. Refer to Geotechnical Engineer for methods, materials and details for construction of all earthwork activities.
29. Any retaining wall 2 ft. or greater in height shall require the issuance of a separate building permit.
30. Construction debris shall be containerized in accordance with the Virginia Litter Control Act; no less than one litter receptacle shall be provided at the construction site.
31. These plans identify the location of all known gravesites. Gravesites shown on this plan will be protected in accordance with state law. In the event gravesites are discovered during construction, the owner and engineer must be notified immediately.
32. Individual sign permits will be required from the Zoning Office for all free standing and/or facade signs prior to erecting the sign and may require a separate building permit..

FIRE MARSHAL'S NOTE

Fire lane markings and signage:
Any "No Parking" signs and yellow painted curb locations will be installed by field inspection at the direction of Warren County Building Inspections Department.

VDOT GENERAL NOTES

V1. All work on this project shall conform to the current editions of and latest revisions to the Virginia Department of Transportation (VDOT) Road and Bridge Specifications and Standards, the Virginia Erosion and Sediment Control Regulations, and any other applicable state, federal or local regulations. In case of a discrepancy or conflict between the Standards or Specifications and Regulations, the most stringent shall govern.

V2. All construction shall comply with the latest U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), and Virginia Occupational Safety & Health (VOSH) Rules and Regulations.

V3. When working within VDOT right-of-way, all traffic control, whether permanent or temporary, shall be in accordance with the current edition of VDOT's Work Area Protection Manual. A transportation management plan needs to be submitted for approval and land use permit issued prior to any execution of work within the VDOT right of way.

V4 The developer shall be responsible for relocating, at his expense, any and all utilities, including traffic signal poles, junction boxes, controllers, etc., owned by VDOT or private / public utility companies. It is the sole responsibility of the developer to locate and identify utility facilities or items that may be in conflict with the proposed construction activity. VDOT approval of these plans does not indemnify the developer from this responsibility.

V5. Design features relating to field construction, regulations, and control or safety of traffic may be subject to change as deemed necessary by VDOT. Any additional expense incurred as a result of any field revision shall be the responsibility of the developer.

V6. If required by the local VDOT Land Development Office, a pre-construction conference shall be arranged and held by the engineer and/or developer with the attendance of the contractor (s), various County agencies, utility companies and VDOT prior to initiation of work.

V7. The contractor shall notify the local VDOT Land Development Office when work is to begin or cease for any undetermined length of time. VDOT requires and shall receive 48 hours advance notice prior to any required or requested inspection.

V8. The contractor shall notify the Traffic Operations Center at (540) 332-9500 for any traffic control plan that impacts a VDOT maintained Interstate or Primary roadway to provide notification of the installation and removal of the work zone.

V9. The contractor shall be responsible for maintaining a VDOT permitted temporary construction entrance(s) in accordance with Section 3.02 of the Virginia Erosion and Sediment Control Handbook. Furthermore, access to other properties affected by this project shall be maintained through construction.

V10. Contractor shall ensure adequate drainage is achieved and maintained on the site during and at the end of construction.

V11. All water and sewer lines within existing or proposed VDOT right-of-way shall have a minimum thirty-six (36) inches cover and when possible shall be installed under roadway drainage facilities at conflict points.

V12. Any unusual subsurface conditions (e.g., unsuitable soils, springs, sinkholes, voids, caves, etc.) encountered during the course of construction shall be immediately brought to the attention of the engineer and VDOT. Work shall cease in that vicinity until an adequate design can be determined by the engineer and approved by VDOT.

V13. All fill areas, borrow material and undercut areas shall be inspected and approved by a VDOT representative prior to placement of fill. A VDOT representative shall be present to insure the soil sample(s) obtained for CBR's is representative of the location. When soil samples are submitted to private laboratories for testing, the samples shall be clearly identified and labeled as belonging to a project to be accepted by VDOT and that testing shall be performed in accordance with all applicable VDOT standards and procedures.

V14. All roadway fill, base, subgrade material, and backfill in utility/storm sewer trenches shall be compacted in accordance with the lift thicknesses, density and moisture requirements as specified in the current VDOT Road and Bridge Specifications. Certified copies of test reports shall be submitted to VDOT daily, unless specified otherwise.

V15. VDOT Standard CD and UD underdrains shall be installed where indicated on these plans and/or as specified by VDOT.

V16. A post installation visual/video camera inspection shall be conducted by the Contractor on all pipes identified on the plans as storm sewer pipe and a select number of pipe culverts. For pipe culverts, a minimum of one pipe installation for each size of each material type will be inspected or ten percent of the total amount for each size and material type summarized. All pipe installations on the plans not identified as storm sewer pipe shall be considered as culvert pipe for inspection purposes. Additional testing may be required as directed by the Area Land Use Engineer or their representative.

V17. The installation of any entrances and mailboxes within any dedicated street right-of-way shall meet VDOT minimum design standards and is the responsibility of the developer.

V18. Prior to VDOT acceptance of any streets, all required street signage and/or pavement markings shall be installed by the developer in accordance with the Manual On Uniform Traffic Control Devices.

V19. The developer shall provide the VDOT Land Development Office with a list of all material sources prior to the start of construction. Copies of all invoices for materials utilized within any dedicated street right-of-way must be provided to the local VDOT Land Development Office prior to acceptance of the work. Unit and total prices may be obscured.

V20. Aggregate base and subbase materials shall be placed on subgrade by means of a mechanical spreader. Density will be determined using the density control strip in accordance with Section 304 of the VDOT Road and Bridge Specifications and VTM-10. A certified compaction technician shall perform these tests. Certified copies of test reports shall be submitted to VDOT daily, unless specified otherwise. In addition to checking stone depths, a VDOT representative shall be notified and given the opportunity to be present during the construction and testing of the density control strip.

V21. Asphalt concrete pavements shall be placed in accordance with Section 315 of the VDOT Road and Bridge Specifications. Density shall be determined using the density control strip as specified in Section 315 and VTM-76. A certified compaction technician shall perform these tests. Certified copies of test reports shall be submitted to VDOT daily, unless specifie otherwise. A VDOT representative shall be notified and given the opportunity to be present during the construction and testing of the control strip.

V22. In accordance with Section 302.03, the foundations for pipe culverts thirty-six (36) inches and larger shall be explored below the bottom of the excavation to determine the type and condition of the foundation. The contractor shall report findings of foundation exploration to the engineer and VDOT for approval prior to placing pipe. Foundation designs shall comply with VDOT Road and Bridge Standard PB-1. Where soft, yielding, or otherwise unsuitable foundation is encountered, the foundation design and/or need for foundation stabilization shall be determined by the engineer and approved by VDOT.

V23. VDOT Standard Guardrail shall be installed where warranted and/or as proposed on these plans in accordance with VDOT's installation criteria. Final approval of the guardrail layout to be given by VDOT after grading is mostly complete.

V24. Approval of these plans shall expire five (5) years from the date of the approval letter.

V25. VDOT Standard CG-12 Curb Ramps shall be installed where indicated on these plans and/or as specified by VDOT.

V26. The foundations for all box culverts shall be investigated by means of exploratory borings advanced below proposed foundation elevation to determine the type and condition of the foundation. The contractor shall submit copies of borehole logs and report findings of foundation exploration to the engineer and VDOT for approval prior to constructing box. Foundation designs shall comply with VDOT Road and Bridge Standard PB-1. Contrary to the Standard, where rock is encountered and cast-in-place box is proposed, the thickness of bedding shall be six (6) inches. Where soft, yielding, or otherwise unsuitable foundation is encountered, the foundation design and/or need for foundation stabilization shall be determined by the engineer and approved by VDOT.

TRIP GENERATION DATA

CLASS	USE	UNITS	* TRIP RATE	VPD
ITE CODE 151	MINI WAREHOUSE	105,000 GSF	2.38 Per 1000 GSF	250

* TAKEN FROM ITE TRIP GENERATION 9TH EDITION

PROJECT NOTES

NOTES:

1. THESE PLANS ARE IN CONFORMANCE WITH WARREN COUNTY STANDARDS AND ORDINANCES. ANY DEVIATION OR CHANGE IN THESE PLANS SHALL BE APPROVED BY THE ZONING ADMINISTRATOR PRIOR TO CONSTRUCTION.
2. ALL UTILITY SERVICE LINES, SUCH AS ELECTRIC, TELEPHONE, CABLE, TELEVISION, OR OTHER SIMILAR LINES SERVING INDIVIDUAL PAD SITES, SHALL BE PLACED UNDERGROUND.
3. FOR FILL IN AREAS OF PROPOSED STRUCTURES, ROADWAY. PLEASE SEE CURRENT GEOTECHNICAL REPORT FOR MINIMUM CONTROLLED FILL REQUIREMENTS. ALL CONTROLLED FILLS SHALL BE PLACED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND COORDINATED WITH THE DEVELOPER'S GEOTECHNICAL ENGINEER.
4. CONTROLLED FILL SHALL BE COMPACTED TO 95% DRY DENSITY PER AASHTO T-99.
5. SLOPE STABILITY ANALYSES WILL BE REQUIRED FOR ANY SLOPE STEEPER THAN 3:1.
6. PROPOSE RETAINING WALL GREATER THAN 2 FEET IN HEIGHT SHALL BE SUBMITTED TO WARREN COUNTY BUILDING INSPECTIONS FOR SEPARATE APPROVAL.
7. Loading and service bays. Loading areas, service entrances and service bays shall be oriented and/or screened so as not to be visible from the corridor highway.
8. Waste disposal areas. Dumpster and other waste disposal areas shall be completely screened from the public view by means of a board-on-board fence and landscaping, or similar opaque material.Utilities. Utility lines, such as electric, telephone, cable television or similar lines, shall be installed underground. This requirement shall apply to lines serving individual sites as well as to utility lines necessary within the project. All junction and access boxes shall be screened. All utility pad fixtures and meters shall be shown on the site plan. The necessity for utility connections, meter boxes, etc., should be recognized and integrated with the architectural elements of the site plan. All underground utilities shall be installed within easements parallel to street rights-of-way or lot lines when possible.
9. Outside storage/display of goods. Outside storage or display of goods shall be completely screened from the view of the corridor highway. Outdoor storage shall include the parking of all company owned and operated vehicles, with the exception of passenger vehicles.
10. Fences. Fences exceeding four feet in height shall be located in side and rear yards only. Chain-link fences, including those with slats, are discouraged, particularly where visible from a public right-of-way. No chain-link fences shall be permitted in the front yard in the HC District.
11. Mechanical equipment. Mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.
12. Materials. Building materials should be typical of those prevalent in Warren County, including stucco, brick, architectural block, wood siding, and standing seam metal roofs. Inappropriate materials include reflective glass and metal wall panels. No facade visible from adjoining property or the corridor highway shall be constructed of unadorned cinder block, corrugated metal or sheet metal.
13. Color. The permanent color of building materials (to be left unpainted) should resemble the predominant tones, primarily earthen tones, along the corridor. Garish and striking colors should be avoided.
14. Lighting will be installed in accordance with § 180-49.2 of this ordinance.

TOWN OF FRONT ROYAL
GENERAL CONSTRUCTION NOTES

(To be included on all site plans)

1. For technical specifications and details refer to the Town of Front Royal Water and Sewer Standards and Specifications, latest edition. All construction shall be in accordance to these specifications. Any deviation or changes shall be submitted in writing to the Town for supplemental approval. Inspections shall be performed by the Department of Public Works. Contact: Director of Public Works at (540) 635-7819 or FAX (540) 635-8973.

2. Locations of utilities shown are approximate. Contractor shall be responsible field verifying the exact location, vertically and horizontally, of the utilities prior to any excavation or construction. The Contractor shall contact MISS UTILITY and all applicable utility companies for clearance prior to excavation. The Contractor shall be responsible for adhering to the Commonwealth of Virginia Underground Utility Damage Prevention Act, Chapter 10, Title 56 of the Code of Virginia.

3. Contractor shall be responsible for implementing and maintaining all erosion and sediment control measures necessary during construction in accordance with current state and local regulations. Disturbed area shall not remain denuded for more than seven (7) calendar days. During construction, all storm sewer inlets shall be protected by inlet protection, maintained and modified as required by construction process. Contractor shall contact the County Building Inspection Office at (540) 636-9973 prior to schedule inspections.

4. The Contractor shall provide adequate means of cleaning mud from trucks and/or other equipment prior to entering public streets. It is the Contractor's responsibility to clean streets, allay dust, and to take whatever measures necessary to ensure that the streets are maintained in a clean, mud and dust free condition at all times.

5. Any street or utilities damaged by Contractor or Sub-Contractor shall be sole responsibility of the primary contractor and properly and immediately repaired by the Contractor. Such repairs shall be to the original condition and shall be to the satisfaction of the Town Inspector.

6. All plastic sanitary sewer main pipe shall be 8" diameter, SDR 35, unless otherwise noted. Pipe bedding shall be determined by field conditions and Town Specifications.

7. All proposed water mains, hydrant branches and fire suppression lines shall be Class 52 ductile iron pipe with a minimum of 42" cover unless otherwise noted.

8. All 2" and smaller water services shall be type "K" copper pipe. Soldered joints on buried lines are not acceptable.

9. All precast concrete structures shall be minimum 4000 psi and 28 days with a bituminous coating.

10. The Contractor shall be responsible for acquiring all necessary permits before any construction begins.

11. The Contractor is responsible for adjustment of all utility boxes, vaults or other appurtenances to new finished grade elevations.

12. Contractor to relocate all signs and utilities required for this work.

13. Any planned disruptions of or tie-ins to existing utilities shall be coordinated with the appropriate utility owner. With the exception of emergencies, there shall be a minimum of 24 hours notice given by the Contractor to all residential, commercial and industrial utility users affected by utility interruptions.

14. The unauthorized use of water without due compensation is illegal. No person shall connect to or do any work on that portion of the system owned by the Town unless written authorization is received prior to commencing work.

15. Construction limits shall be property lines or as indicated by plan requirements.

16. Construction shall conform to the American with Disabilities Act (ADA) requirements. Curb ramps shall be placed where all sidewalks meet curbs.

LEGEND

- EXISTING INTERMEDIATE CONTOUR
- EXISTING INDEX CONTOUR
- PROPOSED CONTOUR (400)
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- TRANSITION TO REVERSE CURB
- EXISTING TELEPHONE LINE (T)
- PROPOSED TELEPHONE LINE (T)
- EXISTING STORM SEWER WITH INLET
- PROPOSED STORM SEWER WITH INLET
- EXISTING SANITARY SEWER WITH MANHOLE (S)
- PROPOSED SANITARY SEWER WITH MANHOLE
- PROPOSED SAN. LAT. CLEANOUT (S)
- EXISTING ELECTRIC SERVICE (E)
- PROPOSED ELECTRIC SERVICE (E)
- EXISTING GAS LINE (G)
- PROPOSED GAS LINE (G)
- EXISTING WATERLINE W/ TEE
- PROPOSED WATERLINE W/ TEE
- EXISTING FIRE HYDRANT/VALVE/METER
- PROPOSED FIRE HYDRANT/VALVE/METER
- PROPOSED REDUCER
- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- EXISTING TREE LINE
- FLOW LINE
- FENCELINE (x)
- EXISTING UTILITY POLE/GUIDE WIRE
- EXISTING TELEPHONE PEDESTAL
- SIGNS
- PARKING INDICATOR INDICATES THE NUMBER OF TYP. PARKING SPACES (12)
- HANDICAP PARKING
- VEHICLES PER DAY COUNT (100)
- PROPOSED BUILDING ENTRANCE
- SANITARY MANHOLE IDENTIFIER (12)
- STORM DRAIN STRUCTURE IDENTIFIER (6)
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION ($\times 35^{2}$)
- LIGHT POLE

PROJECT INFORMATION

PARCEL IDENTIFICATION NO: TM 12B-1-1Lot 1
STREET ADDRESS: NORTH RIVER SQUARE Lot#4 WINCHESTER RD, FRONT ROYAL, VA 22630
PROJECT SITE AREA: 3.2128 ACRES
CURRENT ZONING: COMMERCIAL
CURRENT USE: VACANT
PROPOSED USE: SELF STORAGE
PREVIOUSLY APPROVED PLANS: NONE

COMMERCIAL ZONING ON HIGHWAY CORRIDOR DISTRICT REQUIREMENTS
MAX LENGTH/WIDTH RATIO: 4:1
LENGTH/WIDTH RATIO PROVIDED: 1.41:1
MINIMUM LOT AREA: 21,780 SQ FT
LOT AREA: 139,950 SQ FT
MIN. LOT WIDTH AT SETBACK: 100'
LOT WIDTH AT SETBACK: 453'

COMMERCIAL REQUIRED SETBACKS

FRONT:	From	50'
SIDE:	From property line	15'
REAR:	From property line	15'

AREA CALCULATIONS

TOTAL SITE AREA = 3.2128 ACRES		
BUILDING AREA (Phase 1 & 2)	= 0.964 ACRES	
FLOOR AREA RATIO (FAR)	= 75 %	
PAVEMENT AND BUILDING AREA	= 2.073 ACRES	64.51%
OPEN SPACE	= 1.14 ACRES	35.49 %

NOTES:

1. The location, height, make, model, lamp type and wattage of each outdoor lighting fixture will be provided with final site plan submission and Certification that the angle of total light cutoff is no more than 90°
2. All outdoor lighting fixtures, including display lighting, will be turned off after close-of-business, unless needed for safety or security, in which case the lighting shall be reduced to the minimum level necessary.
3. All light fixtures that are required to be fully shielded will be installed and maintained so that the shielding is effective as described in the definition of a fully-shielded fixture in § 180-49.2H, Definitions
4. Light trespass from a property will be designed not to exceed one footcandle at the property line.
5. Outdoor lighting fixtures will comply with the shielding requirements of Section 180-49.2 Table F.
6. Landscape screening shall be provided in accordance to Warren County requirements

151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
Fax: (540) 722-9528
www.greenwayeng.com

GREENWAY ENGINEERING
FND 1971

GENERAL NOTES

COURT 9700 SELF STORAGE LLC

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

SP NUMBER: #XX-XX

COMMONWEALTH OF VIRGINIA
TUNG NIKI ADHIKUSUMA
Lic. No. 26715
4/30/21
PROFESSIONAL ENGINEER

DATE: APRIL 30, 2021

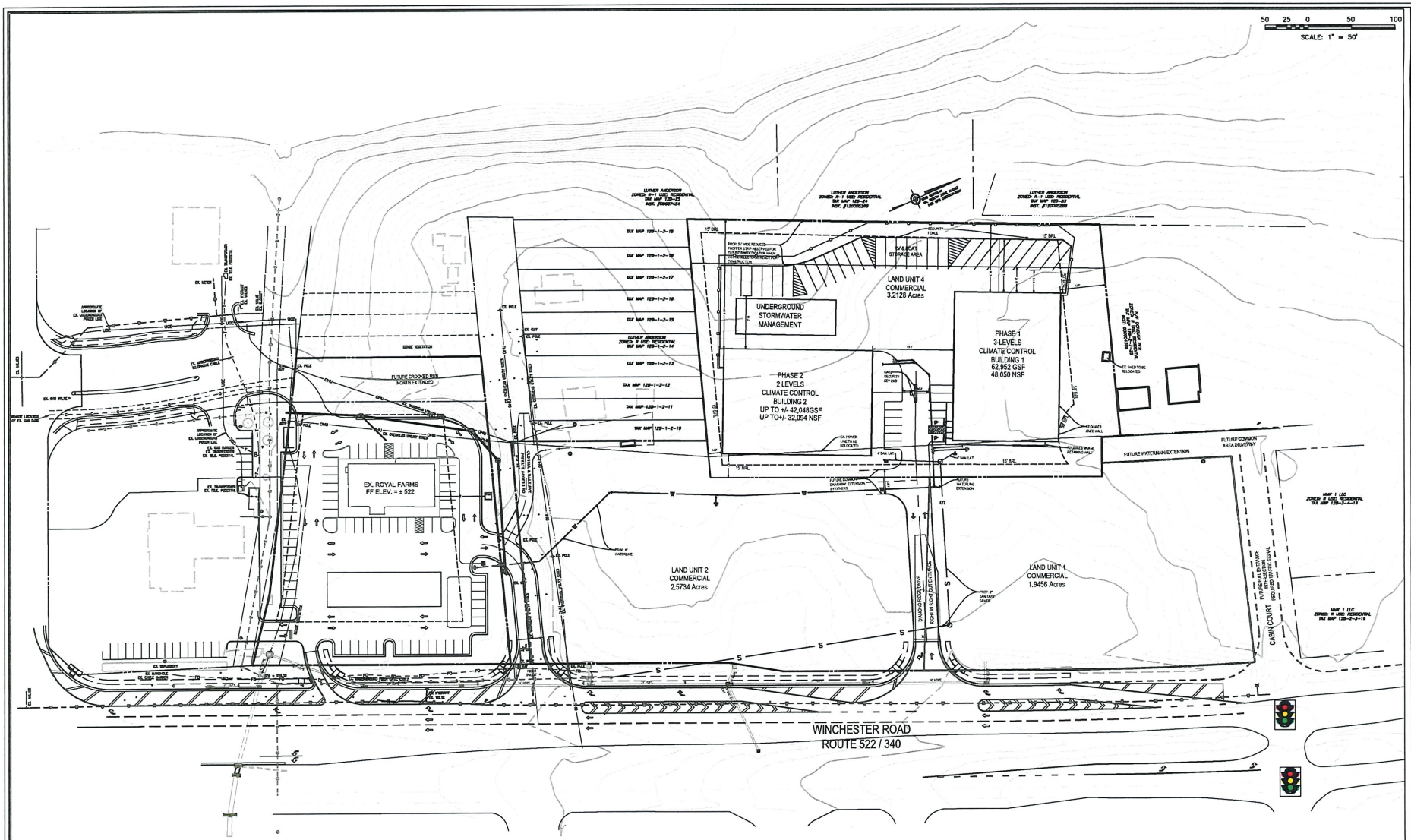
SCALE: N/A

DESIGNED BY: TNA

FILE NO. 5637B

SHEET 2 OF 4

12-21



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GREENWAY ENGINEERING

DATE	REVISION

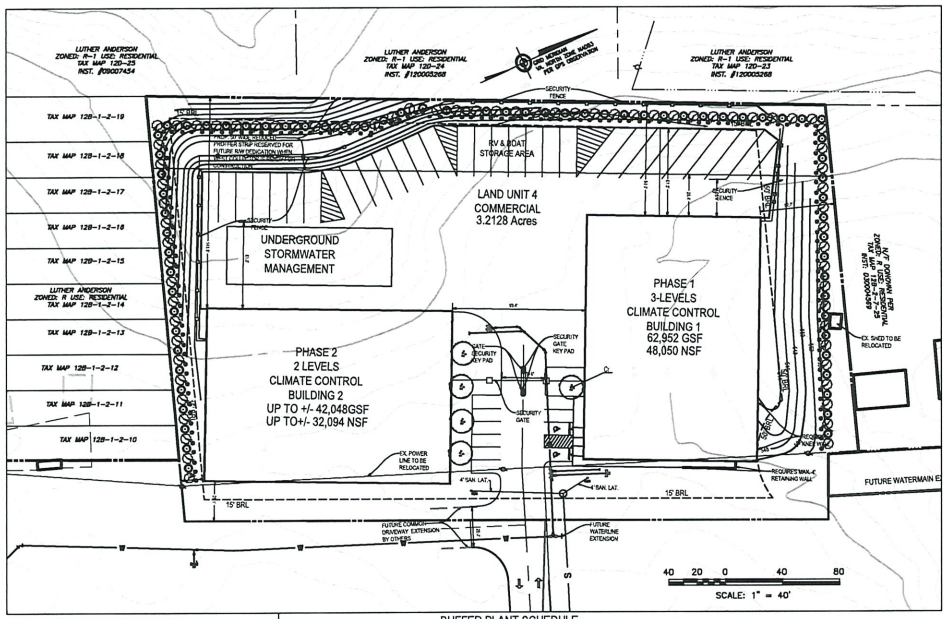
GENERAL DEVELOPMENT PLAN

9700 COURT LLC - SELF STORAGE

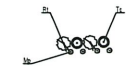
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
TUNG NIKO ADHIKUSUMA
Lic. No. 26715
PROFESSIONAL ENGINEER
4/30/21

DATE: APRIL 30, 2021
SCALE: 1"=50'
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 3 OF 4
21-04



FULL SCREEN ZONING BUFFER
not to scale



1. 3 PLANTS PER 10LF., AT LEAST FOUR FEET IN HEIGHT AT PLANTING AND INTENDED TO REACH A MINIMUM HEIGHT OF SIX FEET AT MATURITY, THERE SHALL BE AT LEAST THREE SPECIES OF PLANTS, WITH THE MAJORITY BEING EVERGREENS AND AT LEAST 1/3 BEING DECIDUOUS
2. 6' OPAQUE FENCE

FULL SCREEN ZONING BUFFER:

PROVIDE A 10' WIDE LANDSCAPE SCREEN WITH 3 PLANTS PER 10' 998 LF OF PROPERTY LINE SHARED WITH R-1 ZONED PROPERTIES 998/10 = 99.8 X 3 = 299 PLANTS REQUIRED* 273 PLANTS PROVIDED*

(*GRADES AT REAR OF PROPERTY PRECLUDE PLANTINGS BEING PLACED ALONG PROPERTY LINE FOR SCREENING PURPOSES)

BUFFER PLANT SCHEDULE

ABB	BOTANIC NAME	COMMON NAME	QUANTITY	SIZE
CATEGORY "C" BUFFER		PROPOSED PLANTINGS		
Mp	Myrica pennsylvanica	Northern Bayberry	136	4' Ht.
Rt	Rhus typhina	Fragrant Sumac	68	4' Ht.
Tx	Thuja Standishii plicata 'Green Giant'	Green Giant Arborvitae	68	4' Ht.
PARKING LOT PLANT SCHEDULE			273 Plants	
Cr	Crataegus crus-galli var. inermis	Thornless Cockspur Hawthorn	5	2" Cal.

NOTES:
1. TREE SIZE SHOWN ON PLAN VIEW IS ILLUSTRATIVE. SIZES ARE AS SHOWN IN PLANT SCHEDULE
2. ALL PLANTING SHALL CONFORM WITH 180-49.1 LANDSCAPING REQUIREMENTS AND 180-18B SCREENING AND BUFFERING REQUIREMENTS OF THE WARREN COUNTY ZONING ORDINANCE.
3. ANY PLANT SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE WARREN COUNTY PLANNING DEPARTMENT.
4. TREES AND SHRUBS SHALL NOT BE PLANTED WITHIN UTILITY EASEMENTS
6. ALL SEEDED AND SODDED AREAS OF PROJECT WILL BE OF A DROUGHT TOLERANT MIX PER PENNINGTON SEED COMPANY.
7. NO SLOPE IN EXCESS OF 25% WILL BE SEEDED OR SODDED.
8. BEFORE SODDING, SEEDING AND LANDSCAPING THE CONTRACTOR WILL TILL ALL COMPACTED AREAS AT LEAST 6" IN DEPTH TO LOOSEN THE COMPACTED SOILS AND ADD AMENDMENTS

STANDARDS

A. PLANTS WILL BE IN ACCORDANCE WITH THE CURRENT ANLA'S STANDARDS AND CONFORM IN GENERAL TO REPRESENTATIVE SPECIES.

B. BALLED AND BURLAPPED (B&B)
1. BALLED AND BURLAPPED PLANTS SHALL BE DUG WITH FIRM ROOT BALLS FREE OF NOXIOUS WEEDS. THERE SHOULD BE NO EXCESS SOIL ON TOP OF THE ROOTBALL OR AROUND THE TRUNK
2. BALL SIZES SHALL BE IN ACCORDANCE WITH ANLA STANDARDS.
3. CALIPER AND HEIGHT MEASUREMENT: IN SIZE GRADING B&B SINGLE TRUNK TREES, CALIPER SHALL TAKE PRECEDENCE OVER HEIGHT. CALIPER OF THE TRUNK SHALL BE TAKEN 6" ABOVE GROUND LEVEL (UP TO AND INCLUDING 4" CALIPER SIZE) AND 12" ABOVE THE GROUND LEVEL FOR LARGER TREES. FOR MULTIPLE-TRUNK TREES, HEIGHT MEASUREMENT SHALL TAKE PRECEDENCE OVER CALIPER.

C. CONTAINER - GROWN STOCK
1. THE SIZE OF CONTAINER-GROWN SHRUBS IS MEASURED BY HEIGHT AND WIDTH OF THE PLANT, CONTAINER-GROWN TREES ARE MEASURED BY THE SAME STANDARDS LISTED IN B.3. ABOVE. THE ROOT SYSTEM OF CONTAINER-GROWN PLANTS SHALL BE WELL DEVELOPED AND WELL DISTRIBUTED THROUGH OUT THE CONTAINER.
2. ALL CONTAINER-GROWN TREES AND SHRUBS THAT HAVE CIRCLING (GIRDLING) AND MATTED ROOTS SHALL BE TREATED IN THE FOLLOWING MANNER PRIOR TO PLANTING: SEPARATE THE ROOTS BY HAND, UNTANGLING SO CIRCLING ROOTS WILL NOT DAMAGE FUTURE OF THE PLANT. SEE PLANTING PROCEDURES FOR ALL CONTAINER-GROWN TREES & SHRUBS IN THIS SECTION.
3. ALL CONTAINER-GROWN PLANTS SHOULD BE GROUPED AND WATERED DAILY UNTIL THEY ARE PLANTED IN THE LANDSCAPE. THE SOIL SHALL BE KEPT MOIST WITH THE EQUIVALENT OF ONE-INCH OF RAINFALL PER WEEK.

D. PRUNING SHALL BE DONE BEFORE PLANTING OR DURING THE PLANTING OPERATION. PRUNING DETAIL FOR TREES IN THIS SECTION.

E. ALL PLANT MATERIAL IN TRANSIT SHALL BE COVERED TO KEEP MATERIAL FROM DRYING OUT. THE COVERING SHALL COMPLY WITH THE STATE AND LOCAL LAWS PERTAINING TO THE TRANSPORT OF MATERIALS.

F. TREES SHALL BE PLACED IN AN UPRIGHT POSITION WITH THE ROOTBALL COVERED BY MULCH AND KEPT MOIST. TREES AND SHRUBS SHOULD NOT BE LEFT ON SITE UNWANTED FOR MORE THAN 24-HOURS WITHOUT ADEQUATE WATER TO INSURE ROOT SURVIVAL.

INSPECTION

A. PLANTS MAY BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR OWNER'S REPRESENTATIVE AT THE PLACE OF GROWTH OR HOLDING YARD FOR CONFORMITY TO SPECIFICATION REQUIREMENTS AS TO QUALITY, SIZE AND VARIETY.

B. PLANTS DAMAGED IN HANDLING OR TRANSPORTATION CAN BE REJECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.

C. STATE NURSERY INSPECTION CERTIFICATES SHALL BE FURNISHED TO THE LANDSCAPE ARCHITECT UPON REQUEST.

PLANTING PROCEDURES FOR ALL CONTAINER-GROWN TREES & SHRUBS

A. REMOVE THE PLANT EITHER BY CUTTING OR INVERTING THE CONTAINER.

B. FOR UNTREATED PLASTIC CONTAINER-GROWN PLANTS WITH CIRCLING ROOTS, SEPARATE ROOTS BY HAND AND UNTANGLE ROOTS THE LENGTH OF THE ROOTBALL.

C. PLANT SHRUB OR TREE A MINIMUM OF ¼" OF THE HEIGHT OF THE ROOTBALL ABOVE EXISTING GRADE.

D. APPLY A 2 TO 3" THICK LAYER OF APPROVED HARDWOOD MULCH. KEEP MULCH 6" AWAY FROM THE TRUNK OF ALL TREES AND SHRUBS.

E. PLANTS GROWN IN ROOT CONTAINMENT BAGS MUST HAVE BAGS REMOVED DURING THE PLANTING OPERATION. NO ADDITIONAL SLASHING OF THE ROOTBALL IS NECESSARY.

GENERAL CONDITIONS

SCOPE OF WORK

THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT TO COMPLETE ALL LANDSCAPE WORK AS SHOWN ON THE PLANS AND SPECIFICATIONS.

NOTE: IF CONTRACTOR BIDS ACCORDING TO THE PLANT LIST, HE/SHE SHOULD THOROUGHLY CHECK THE PLANT LIST QUANTITIES WITH THE SYMBOLS DRAWN ON THE PLAN TO ENSURE THERE ARE NO DISCREPANCIES. IF THERE IS A DISCREPANCY BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING TAKES PRECEDENCE.

STANDARDS

ALL PLANT MATERIAL WILL CONFORM TO THE CURRENT ISSUE OF THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION (ANLA).PLANT MATERIAL MUST BE SELECTED FROM NURSERIES THAT HAVE BEEN INSPECTED AND CERTIFIED BY STATE PLANT INSPECTORS. COLLECTED MATERIAL MAY BE USED ONLY WHEN APPROVED BY OWNER'S REPRESENTATIVE. NOMENCLATURE WILL BE IN ACCORDANCE WITH HORTUS III BY L.H. BAILEY.

ALL PLANTING SHALL CONFORM WITH 165-203.01 - B OF THE FREDERICK COUNTY ZONING ORDINANCE (PLANT SELECTION, PLANTING PROCEDURE, AND MAINTENANCE.

ANY PLANT SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE FREDERICK COUNTY PLANNING DEPARTMENT.

SUBSTITUTIONS: PRE-BID

IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO MAKE EVERY REASONABLE EFFORT TO FIND THE PLANTS SPECIFIED BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE CONTRACTOR MAY OFFER SUBSTITUTIONS TO THE LANDSCAPE ARCHITECT FOR HIS/HER CONSIDERATION. THE LANDSCAPE CONTRACTOR WILL NOTIFY THE LANDSCAPE ARCHITECT IF THERE ARE KNOWN DISEASES OR INSECT RESISTANT SPECIES THAT CAN BE SUBSTITUTED FOR A SELECTED PLANT. THE CONTRACTOR SHALL SUBMIT A BASE BID AS PER PLAN PLUS PRICE CLARIFICATIONS FOR ALL RECOMMENDED SUBSTITUTIONS.

SUBSTITUTIONS: POST-BID

IT IS THE INTENT TO ELIMINATE POST-BID SUBSTITUTIONS. HOWEVER, IN THE EVENT THAT THE CONTRACT MATERIAL HAS BECOME UNAVAILABLE, AN APPROPRIATE SUBSTITUTION MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE.

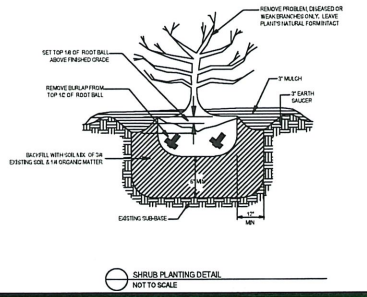
UTILITIES AND UNDERGROUND FEATURES

THE LANDSCAPE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AND/OR THE GENERAL CONTRACTOR IN ADVANCE OF CONSTRUCTION TO LOCATE UTILITIES.
IF THERE IS A CONFLICT WITH UTILITIES AND THE PLANTING, THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR RELOCATING PLANTS PRIOR TO THE PLANTING PROCESS. ANY COST DUE TO RELOCATING AFTER PLANTING SHALL BE BORNE BY THE OWNER. IF PLANTS ARE TO BE INSTALLED IN AREAS THAT SHOW OBVIOUS POOR DRAINAGE, AND THE PLANTS ARE INAPPROPRIATE FOR THAT CONDITION, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND OWNER. IF THEY DEEM NECESSARY, THE PLANTS SHALL BE RELOCATED, THE CONTRACT SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE CORRECTION AT A NEGOTIATED COST, OR THE PLANT SELECTION MODIFIED BY THE LANDSCAPE ARCHITECT TO ACCOMMODATE THE POOR DRAINAGE.

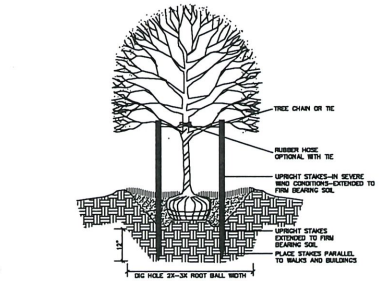
TREES AND/OR SHRUBS SHALL NOT BE PLACED WITHIN FREDERICK WATER EASEMENTS

WARRANTY

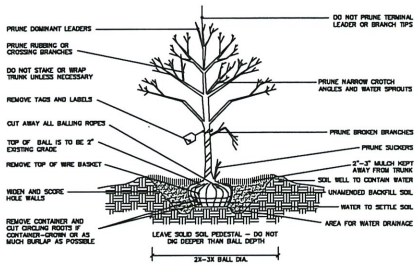
THE STANDARD WARRANTY IS FOR ONE (1) YEAR PERIOD, EXCLUDING BULBS, SOD AND ANNUALS, COMMENCING ON THE DATE OF INITIAL ACCEPTANCE. ALL PLANTS SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. ANY MATERIAL THAT IS 25% DEAD OR MORE SHALL BE CONSIDERED DEAD AND MUST BE REPLACED AT NO CHARGE. A TREE SHALL BE CONSIDERED DEAD WHEN THE MAIN LEADER HAS DIED BACK, OR 25% OF THE CROWN IS DEAD. REPLACEMENTS SHALL BE MADE DURING THE NEXT PLANTING PERIOD. REPLACEMENTS SHALL BE OF THE SAME TYPE, SIZE AND QUALITY AS ORIGINAL SPECIES UNLESS OTHERWISE NEGOTIATED.



SHRUB PLANTING DETAIL
NOT TO SCALE



TREE PLANTING – VERTICAL STAKES
TREES <6" CAL. SCALE: NOT TO SCALE



TREE PLANTING DETAIL
TREES <6" CAL. SCALE: NOT TO SCALE

151 Hoke Hill Lane
Winchester, Virginia 22602
Telephone (540) 662-4495
Fax (540) 722-6624
www.greenwayeng.com

GREENWAY ENGINEERING

REVISION	DATE

GDP LANDSCAPE PLAN

9700 COURT LLC - SELF STORAGE

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
TUNG HOO ADDHUSUMA
Lic. No. 28715
4/30/21
PROFESSIONAL ENGINEER

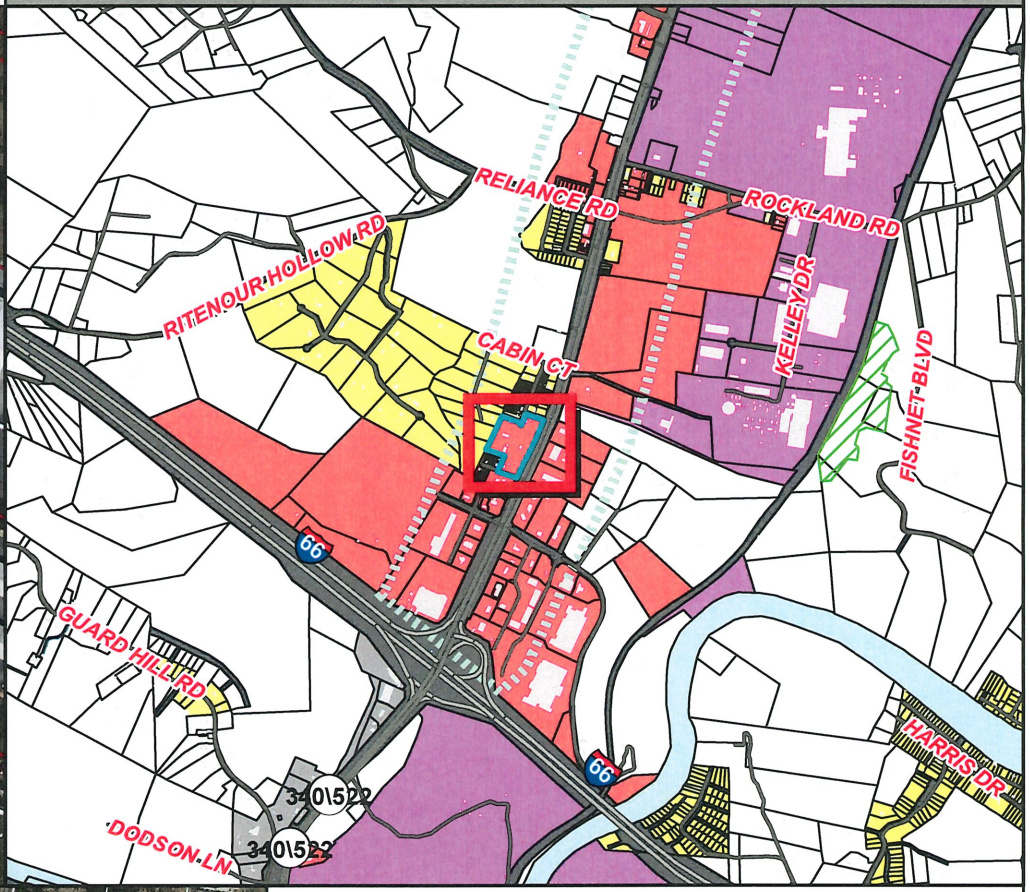
DATE: MAY 10, 2021
SCALE: 1"=40'
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 4 OF 4
21-04

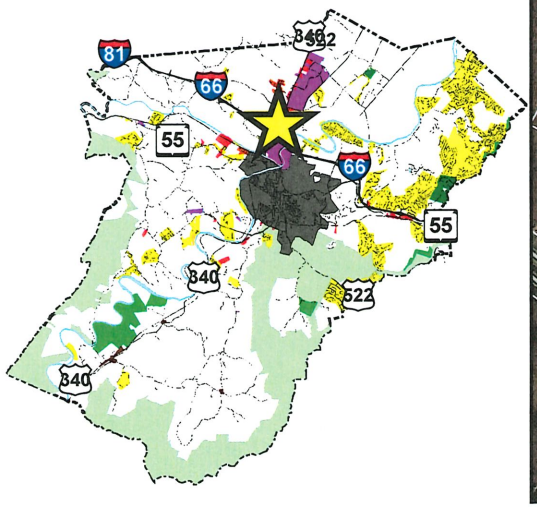
Warren County VA

CUP Location Map

CUP: Enclosed Self Storage
Applicant: 9700 Court, LLC

TM 12B--1-1---1
Winchester Rd
Hill and Dale Subdivision





Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
07/20/21	I-2	Conditional Use Permit #2021-05-02 9700 Court, LLC *Storage of cars, boats and recreational vehicles*

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
   a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
   b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
   c) Provide for adequate parking and ingress and egress to public streets or roads.
   d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
   e) Prevent such use from changing the character and established pattern of development of the community.

RECOMMENDED CONDITIONS:

1. The applicant shall comply with all Virginia Department of Transportation, Town of Front Royal Public Works Department, Warren County Building Inspections, and applicable environmental regulations and requirements.
2. The applicant shall submit a formal site plan to the county prior to the issuance of a building permit.
3. The area on the property for the storage of RV's, boats and cars shall be adequately screened from view of Route 340/522 North in accordance with the County's Highway Overlay District and as approved by the Warren County Planning Department.
4. All vehicles shall have valid tags and inspection while stored on the site.
5. The storage of recreational vehicles, boats and cars on the property shall be in conjunction with the enclosed storage facility (CUP#2021-05-01).

PLANNING COMMISSION STATUS:

On Wednesday, June 9, 2021, Mr. Longo moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of 9700 Court, LLC for Storage of cars, boats and recreational vehicles with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of 9700 Court, LLC for Storage of cars, boats and recreational vehicles. (List reasons)

SUBMITTED BY:	**DISPOSITION OF COMMISSION:**	**PROCESSED BY:**
Joseph Petty, Planning Director	☐ APPROVED ☐ OTHER (Describe)	

Conditional Use Permit: 2021-05-02 / Storage of Cars, Boats, and Recreational Vehicles
9700 Court LLC, *Applicant*
Prepared: May 5, 2021
Staff Contact: Joseph Petty, Planning Director

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for Storage of Cars, Boats, and Recreational Vehicles. The property is located at on Winchester Road in the North River Magisterial District. The proposed facility will consist of two phases. The first phase includes a building footprint of 21,000 square feet, the three levels total 63,000 square feet, which provides 48,058 square feet of rentable space. The second phase includes a building footprint of 21,000 square feet, the two levels total 42,000 square feet, which provides 32,000 square feet of rentable space will be constructed in the future dependent on market demand.

The property lies within the County's highway overlay district, which has architectural requirements on all building facades visible from the corridor highway (Route 340/522). Another requirement of the highway overlay district is no outdoor storage, which would include recreational vehicles, boats and cars that are being stored on the property. They will need to be fully screened from view of the corridor highway.

PROPERTY INFORMATION

Property Location: Winchester Road
Tax Map ID: 12B--1-1---1
Magisterial District: North River
Subdivision: Hill and Dale
City: Front Royal
Zoning: Commercial (C)
Acres: 3.2128 Acres (7.619 total)
Existing Land Use: Vacant

SURROUNDING ZONING DISTRICTS & USES

North:	Zoned Residential-One (R-1)	Use: Single-Family Dwellings
South:	Zoned Residential-One (R-1) & Commercial (C)	Use: Single-Family Dwellings & Convenience Store
East:	Zoned Commercial (C)	Use: Auto Dealerships and Building Materials Store
West:	Zoned Residential-One (R-1)	Use: Single-Family Dwellings

PROPERTY HISTORY

On December 21, 2004, the Board of Supervisors approved Marlow Investments, LC's request to rezone and change the zoning map classification of the subject property; and a portion of right-of-way of "Gore Avenue" (Emerald Lane). The property was rezoned from Residential-One (R-1) to Commercial (C) and the proposed use of the property was for a shopping center. The total property assembled by the applicant for the shopping center is a total of 7.619 acres.

There are four sets of proffers for this development because land was acquired at different times and subsequently rezoned at different times, as well as a conditional use permit for a shopping center with various conditions that was approved by the Board. The applicant proffered to dedicate the 60 feet of right-of-way for the collector road at the time of final site plan approval. Other transportation improvements included: access-egress plan to serve neighboring properties to the north and south; dedication of all right-of-way along the property frontage with Old Hill and Dale Road to ensure adequate road connection between Rt. 340/522 and the future collector road; north and south bound turn lanes on Rt. 340/522; right-of-way along the entire frontage on Rt. 340/522 for a third through lane; and more.

On April 20, 2021, the Board of Supervisors approved Marlow and Silek Investments, LLC request to amend all four of their proffer statements to allow the use of "Enclosed Storage with the Storage of Recreational Vehicles

ATTACHMENTS

□ Agency Comments	□ Application	□ Health Permit	□ Letter from Applicant
□ Location Map	□ Public Comments	□ Submitted Plans	□ Other: _____

and Cars." Their proffer statements restrict the use of the property to an additional seven uses which include: Auto sales and auto parts, general retailing and wholesaling, office, restaurant, convenience, hotel or motel, and personal service establishment such as barbershop, laundry or financial institution.

The Board also approved an amendment to R2004-09-01 to reduce the width of right-of-way dedication from 60 feet to 50 feet for the future planned north-south connector road. The proposed collector road has been on the County's plans for 20 years and we have received right-of-way from other developers for the purpose of constructing this road.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for commercial land uses. An Enclosed Storage facility is a use allowed by conditional use permit in the Commercial zoning district and is compatible with the current Warren County Zoning Ordinance. The Commercial (C) district is intended, "for areas suitable for the conduct of general business not characterized by either constant heavy trucking or nuisance factors and to which the public requires direct and frequent access."

SUPPLEMENTARY REGULATIONS

Warren County Zoning Ordinance: § 180-29.1: Highway Corridor Overlay (HC) District.

The property lies within the 1000' HCOD, which should address architectural details, landscaping, screening, and overall appearance. There is a proposed collector road to the rear of the property shown in the County's Comprehensive Plan. The applicant should plan for this in the site plan phase of the project.

Staff will be working with the applicant to ensure that buildings are earth tone in appearance and meet the material requirements as stated in the ordinance and proffers.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. *Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The applicant shall comply with all Virginia Department of Transportation, Town of Front Royal Public Works Department, Warren County Building Inspections, and applicable environmental regulations and requirements.
2. The applicant shall submit a formal site plan to the county prior to the issuance of a building permit.
3. The area on the property for the storage of RV's, boats and cars shall be adequately screened from view of Route 340/522 North in accordance with the County's Highway Overlay District and as approved by the Warren County Planning Department.
4. All vehicles shall have valid tags and inspection while stored on the site.
5. The storage of recreational vehicles, boats and cars on the property shall be in conjunction with the enclosed storage facility (CUP#2021-05-01).

Cc: 9700 Court LLC - Owner/ Applicant

Statement of Justification

9700 Court LLC Proposal for Self Storage Facility
Tax map: 12B 1 1 1, North River Square Lot #4
Winchester RD. Front Royal, VA 22630 April 26, 2021

To: Warren County Planning and Zoning Commission and Board of Supervisors,

We are proposing the construction of a three story climate controlled self storage facility located at Tax map: 12B 1 1 1, North River Square Lot #4 Winchester RD. Front Royal, VA 22630. The building and parking are being proposed on the north eastern area of the 3.2128 acre lot. Through our own research as well as a feasibility study performed by the self storage experts at Self Storage 101, Bob and Bill Copper it is clear the surrounding community is underserved in this industry especially with the complete lack of climate controlled units. Our design and plans for management would provide a professional and higher standard storage option than is currently available in Front Royal as well as surrounding areas, including security cameras, 24 hour monitoring, self storage industry specialized 3rd party management, landscaping, and controlled access

We have contracted North River Square Lot #4 along Winchester Road. This lot is the back parcel of the 4 lots being sold by Marlow and Silek Investments LLC, so the building will not sit directly on Winchester Road which will allow county disired retail and service commerical projects to be front and center in the development of the parcel. Self storage is a quiet use and low traffic commerical entity and we will also utilize capped lighting so as not to interfer with the surrounding residential development. Construction will still follow architectural design standards set by the county for the commercial corridor requirements. The lot is currently empty and VDOT has already paved and lined the turn lane at the main entrance of the lots. Further improvements to said lots will be internal roads, sewer, water, and electric service.

We have already engaged a trusted architectural firm to create a basic footprint to fit the unit mix that our 3rd party professional management company designed to fit the needs for the area. The buildings footprint would be 21,000 SQFT, containing three levels to equal 63,000 SQFT which gives us 48,058 SQFT of Net Rentable Square Footage. We are also planning to have parking storage located behind the building and along the north western corner of the lot to be hidden from view from Winchester Road.

Feasibility study findings are based on an industry standard 5-mile radius maximum analyzing key indicators such as competition, population, area growth, traffic counts, current SQFT of storage available and demand analysis. The study found that currently the 5-mile radius includes four other facilities which provides 4.53 SQFT/person while it could support 7.50-8 SQFT/person. The current amount of self storage is equal to 94,525 SQFT while the area should support 225,000 SQFT. This is less than half of what the area can support and none of it is

climate controlled. Our research also found that for 2 plus years all facilities have been at or just shy of full rental capacity.

We look forward to providing a much needed service for Warren county. We currently own and operate two other facilities and pride ourselves in the improvements and growth we have created within both facilities. Our plans are to provide a clean, well kept, professional business that will thrive with the community.

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: CUP 05-02
Date Received: 4-29-2021
Fee Amount: $ 500.00
Date Paid: 4-29-2021

Applicant Information:

9700 Court, LLC
Applicant Name

P.O. Box 1233	Locust Grove	VA	22508
Address	*City*	*State*	*Zip*

North River Square, Lot #4, Winchester Rd. Front Royal, VA 22630 Tax Map 12B 1 1 1
Property Location for conditional use permit if Different than Applicant's Address

804-313-9874 kevin@bandkproperties.com
Primary Contact Number *Email*

Marlow & Silek Investments, LLC
Property Owner (if same as applicant, leave blank)

707 North Commerce Ave.	Front Royal	Virginia	22630
Address	*City*	*State*	*Zip*

540-671-0412
Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

(1) Address/Location: North River Square, Lot #4, Winchester Rd. Front Royal, VA 22630
(2) Election District: North River
(3) Tax Map Number: 12B 1 1 1
(4) Subdivision Name: Hill and Dale
(5) Total Area of Property (acres): 3.2128 AC
(6) Total Area to be Used (acres): 3.2128 AC
(7) Total Road Frontage (feet): 451'
(8) Depth of Property (feet): 293'
(9) Present Zoning: Commercial

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Boat & RV Parking

(2) Current land use and condition of site: Vacant

(3) Zoning of surrounding land/property: Commercial / Residential

(4) Will development be staged? ☒ Yes ☐ No

(5) Construction Time: ~24 months

(6) Season, days, and hours of operation: year round, daytime business hours, limited weekend

(7) Will there be a sign? ☒ Yes ☐ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No

(9) Number of full time employees: 2

(10) What type of sewage disposal system will be used? ☐ Private ☐ Central ☒ Public

(11) Number of persons to be served by the sewage disposal system: _____

(12) Number of parking spaces to be provided: Regular 10 Handicap 2

(13) What is the proposed landscaping and buffering for this property? As required / agreed upon

C. Plans Prepared By

Name: Greenway Engineering

Address: 151 Windy Hill Lane Winchester, Virginia 22602

Telephone Number: 540 662-4185

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) No

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) No

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) No - and it is strictly forbidden to store hazardous substances in the customer agreements

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. None.

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) No

(6) What will be the impact on traffic? No, traffic to and from the facility will be minimal as Self Storage is a very low traffic use.

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. Yes. Lighting on building and on site will be designed to cut off at the property line.

The following documents and/or information are required to be submitted with the application:

☐ **An application fee of $500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of $500.00 will be required at the time of submittal.

☐ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☐ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☐ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**

The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

Take N Commerce Ave North, Right onto N Royal Ave, right onto US-340 N/US-522 N . Site is on the left, just North of the Royal Farms gas station

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Applicant Signature — Date: 4/29/21

Property Owner Signature — Date: 4-29-21

Accepted by: _____ Date: _____

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

ENVIRONMENTAL IMPACT STATEMENT

9700 COURT, LLC - SELF STORAGE
CONDITIONAL USE PERMIT

North River Magisterial District
Warren County, Virginia

Tax Map 12B 1 1 1
Conditional Use Permit (3.2128 Acres)

April 26, 2021

Prepared for: 9700 Court, LLC

9700 Court LLC Self Storage
Conditional Use Permit
ENVIRONMENTAL IMPACT STATEMENT

Introduction:

Both a Phase 1 Environmental Site Assessment (ESA) and geotechnical report including test borings have been completed for the site with an address of Winchester Road/Emerald Lane, Front Royal, Virginia 22630 including the 3.2128-acre lot #4 at the rear of the parcel.

The site of proposed work is located approximately 1/2 mile north of Interstate 66 with access off of US-340 / VA Route 522 on an approximately 7.619-acres North River Square property including the proposed Self-Storage parcel consisting of the approximately 3.2128-acre lot #4 at the rear of the property. The site is currently zoned a Commercial (C) District. The proposed use would keep the Commercial zoning, and add two Conditional Use Permits (CUPs) for self storage and boat and recreational vehicle RV) parking.

Conditions:

The site is a vacant lot which had no major environmental issues discovered during the investigation process. Per the Phase 1 ESA, some minor staining surface conditions and site debris were observed including tires, scattered refuse material, and abandoned building foundations. Geotechnical test borings revealed subsurface conditions to be as expected of the area.

Basic information:

Location:	Winchester Road, 1/2 mile north of Interstate 66 Access directly from Route US RT 340 / VA RT 522)
Magisterial District:	North River
Property ID Number:	12B- 1 1 1
Current Zoning:	Commercial (C) District
Current Use:	Vacant land
Proposed Use:	Enclosed Climate Controlled Self Storage Units, Drive-up Units, and Boat and RV Storage
Proposed Zoning:	Commercial (C) with CUP for above uses
Total conditional use permit area:	Approximately 3.2128 acres

Environment:

Development of the site is not anticipated to produce any negative environmental impacts beyond what is normally part of construction and development and will be performed in accordance with all applicable regulations and permit requirements.

A Phase 1 ESA was compiled on September 11, 2020 by Triad Engineering and is provided with this submission for reference. While de minimis surface contamination conditions were observed, no recognized conditions were found. Other conditions including abandoned foundations, old tires and scattered refuse. Unacceptable site conditions will be remedied as part of the development process.

A Geotechnical report with test borings indicating subsurface conditions was compiled for the site on November 5, 2020, and is included with this submission for reference. Generally karst terrain exists, with some fill along with a reduced amount of topsoil, which coincides with previous lot clearing activity. No adverse conditions were found in the investigation, and the report finds the site capable of foundation development as expected in the area.

Stormwater Management will be designed by Greenway Engineering, LLC to address quality and quantity per Virginia DEQ requirements.

The site is not located within a Federal Emergency Management Agency (FEMA) flood plain. A flood plain study is not required.

Public Sewer and Water:

The site will have water and sewer run to the edge of the property by the land sellers, Marlow & Silek Investments, LLC as per the purchase and sale agreement.

Additional Considerations:

There is an overhead power line running across the front of the site, which will be re-routed as part of the larger site improvements from the land seller as part of conveyance. Electric service will be run to the property boundary by Marlow & Silek Investments, LLC once a location is agreed upon.

There is an Underground Storage Tank (UST) associated with another nearby site downslope of the subject property. According to the Phase 1 ESA, the tank does not have any leakage reports and was found to not pose environmental risk.

Community Impact Statement

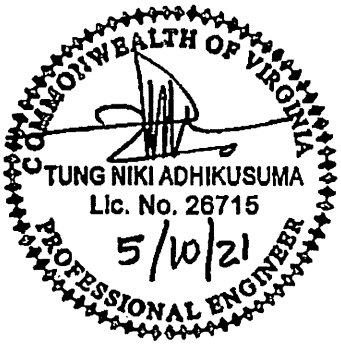
9700 Court LLC- Self-Storage

North River Square, Lot#4, Winchester Rd.
Front Royal, VA 22630
North River Magisterial District, Warren County Virginia
Tax Map Parcel 12B 111
Conditional Use Permit for 3.2128 Acres

Prepared for:
9700 Court LLC
P.O. Box 1233
Locust Grove, VA 22508

Prepared By:
Tung Niki Adhikusuma, P.E.
Greenway Engineering, Inc.

May 10, 2021



FND 1971
GREENWAY
ENGINEERING

151 Windy Hill Lane
Winchester, VA 22602Telephone 540-6624185
Fax 540-722-4185 Acres
www.greenwayeng.com

9700 Court LLC Self Storage
Conditional Use Permit
Community Impact Statement

Introduction

The following report describes potential community impacts of self-storage and boat and recreational vehicle (RV) storage at the approximately 3.2128-acres single parcel identified as Marlow & Silek Investment, LLC, TM-12B-111 Commercial (C) District, located in the Highway Corridor Overlay District. The development of this single parcel is subject to two conditional use permit (CUPS) approvals, one for self-storage units and another for boat and RV storage, and proposed construction will implemented according to market demands.

The subject site is located at North River Square, Lot #4, Winchester Road (US340/VA522) just north of the Warren County/Crooked Run retail hubs and has 451' of road frontage and is approximately 0.6 miles north of interstate I-66. There is an existing VDOT-approved entrance from southbound Winchester Road (VA522); this entrance includes a deceleration right turn lane that was constructed in the past 3 years.

The adjacent properties to the east are part of the original 4 parcels with commercial zoning. North of the parcel is Donovan's property, zoned for residential use, and to both the south and the west are Luther Anderson's properties zoned for residential use.

Currently, the subject parcel is zoned as Commercial (C) District; the applicant, 9700 Court LLC Self Storage is proposing to develop and construct approximately 105,000 GSF of climate-controlled storage and possible drive-up units along the accessibility outside the walls. The applicant is proposing to develop the site in two Phases: Phase 1 will include a 3-level climate-controlled Building 1, potentially along with drive-up units along the accessible walls and boat and RV storage in the rear parking area. All proposed uses are permitted in commercial zoning districts with a CUP approved by the Board of Supervisors.

Phase 1 includes indoor storage units in a 3-level climate-controlled building with window features to mimic office windows located on the north side of property at the 50' set back line; the east wall facing Winchester Road will be in architectural conformance to requirements of the Highway Corridor overlay district. The proposed improvements will be visible from the road and will be located adjacent to the existing access entrance. All boat and RV storage will be located at the rear parking area along the west property line and approximately 500 feet from edge of Winchester Road. This development project is found to be in conformance with the Warren County Comprehensive Plan specifically within the Land Use and Growth Management chapter on Commercial and Industrial Development Corridor 10 and Highway Plan.

Basic information

Location:	North River Square, Lot #4, Winchester Road, 0.6 miles north of Interstate-66 (Access directly Route US RT 340/ VA RT 522)
Magisterial District:	North River
Tax Map ID Numbers:	12B-111
Current Zoning:	Commercial (C) District
Current Use:	Vacant land on commercial zone
Proposed Use:	Self-Storage Climate Controlled (indoor) Facility, and possible drive-up units along the west wall, boat and RV storage
Total Commercial area:	Approximately 3.2128 acres
Total CUP area:	Approximately 3.2128 acres

1. Law Enforcement

Warren County law enforcement headquarters is located in the Public Safety Building at 200 Skyline Vista Drive, approximately four miles away from the subject site. While response time is related to the availability and proximity of Warren County Sheriff Department units in the field at the time of need, travel time from the headquarters office to the 9700 Court LLC- Self-Storage facility should generally be about fourteen minutes.

The surrounding area consists of commercial-type development and there is a nearby interchange related to hospitality and light industrial uses. Future adjacent development includes potential commercial and industrial/institutional uses. The currently vacant property demands law enforcement services for numerous vacant property activities, meaning that proposed development for commercial self-storage use will have little to no impact on law enforcement, fire and rescue, and emergency service demand. Importantly, the entire facility will be fenced with secure gate access.

Additionally, while the property is separated from the Town of Front Royal by the Shenandoah River and the Interstate-66 interchange, there should be no significant concerns related to natural terrain or other natural barriers that would inhibit emergency service response.

Finally, the real estate tax revenue generated by the development of 9700 Court LLC- Self-Storage should far outweigh the cost of local government services.

2. Fire and Rescue Services

Fire and rescue services for this property are provided by Company 10; North Warren, of the Warren County Fire and Rescue system, located just over 0.25 mile from the subject site. Due to the short distance, there should be a very short response time for fire and rescue services. While Company 10 is staffed during the weekday daytime hours with career personnel, backup is provided by Company 1; Front Royal and then Company 3, South Warren. There are no significant natural terrain or physical barriers that would inhibit fire and rescue response to the property, and further development will not increase demand.

3. Educational Facilities and Services

The only impact of the proposed development on educational facilities will the generation of annual real estate tax revenue and other business-related revenue for funding public education.

4. Parks and Recreation

The proposed commercial development of self-storage units and boat and RV storage will have no impact on Parks and Recreation, described as the following: Bing Crosby Baseball Stadium, The Front Royal Golf Club, the Raymond Sandmeyer, Youth Center, the Gertrude E. Miller Community Park, the Claude A. Stokes Community Swimming Pool, the Skyline Soccer plex, Warren County Dog Park, Carson Walking Trail, Riverton/ Front Royal Golf Club Boat Landings and Rockland Park and various other facilities. The Avtex Redevelopment project on the former Avtex Fibers site will also be unaffected.

5. Library

The development of self-storage and boat and RV storage will not have any notable impact on County Library facilities, other than the generate annual sales tax revenue, annual real estate tax revenue, and other business-related revenue to fund public services. The closest County Library facility is the Warren County Samuels Public Library, located in the Town of Front Royal.

6. Solid Waste Facilities

All solid waste generated by the tenants and staff workers of the self-storage facility will be minimal. Bathroom facilities and convenience centers will be located inside the office building. All solid waste generated from self-storage activities will be collected at the proposed dumpster site, located in the rear parking area.

7. **County Administrative Services**

As stated, the development of the property will require two approved CUPS. There are fees associated with applications for these and any construction related permits which will offset the demand for public administrative services. The proposed development will also generate additional annual sales tax revenue, annual real estate tax revenue, and other business-related revenue. This revenue can be utilized to fund government operational costs and capital projects. Importantly, the development of this property will be a positive contribution to Warren County tax revenue.

8. **Transportation**

The existing main entrance and turn lane along southbound 522, including the pavement striping for these 4 commercial parcels, was previously constructed concurrent with the entrance of Royal Farm gas station. 9700 Court LLC Self Storage will be accessed directly from this existing entrance. All plans will be submitted and subject to VDOT review and approval. The property is located along the Royal Trolley and Corridor Connector public transportation bus services that are ADA compliant and run from Monday thru Saturday.

No significant impact of traffic will be generated as the proposed self-storage development results in low traffic use. Traffic generated by the facility will vary during any given 24-hour period.

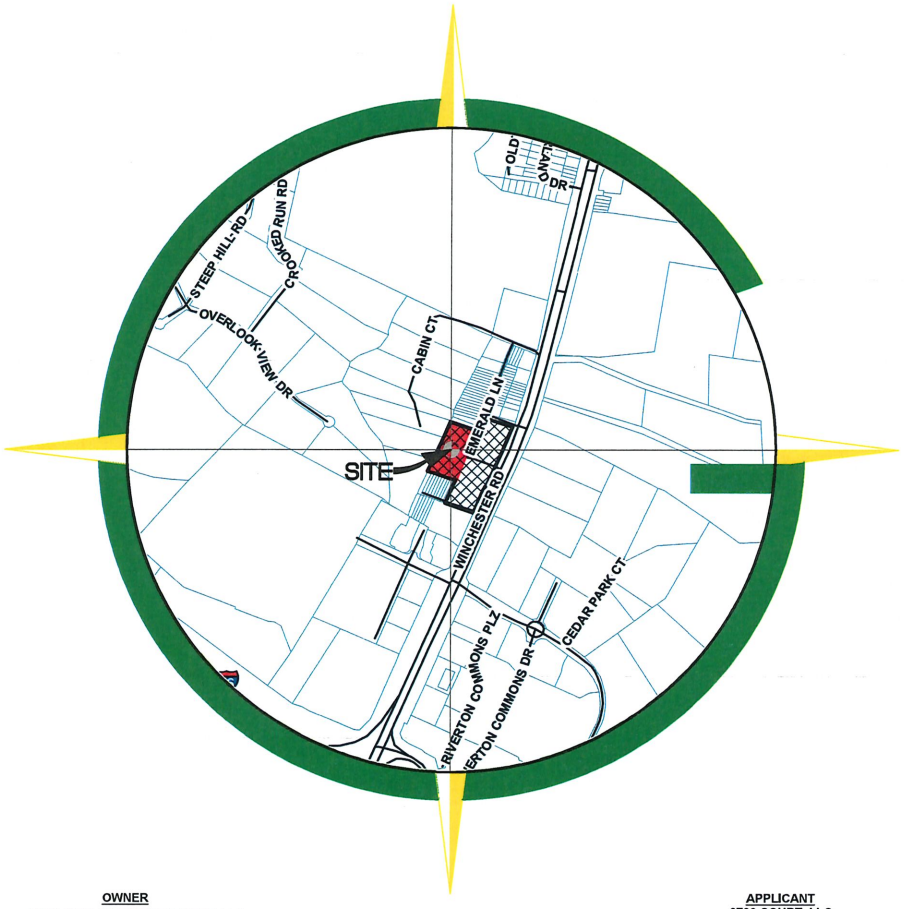
9. **Landscape screening**

There are two existing residential uses directly adjacent to the property lines, Luther Anderson on the south side property line and Donovan on the north side property line. The development of self-storage and boat and RV storage will provide rows of trees landscape screening and will be planted in such of way that will maximize the screening purposes. The trees selection for the proposed landscape screening are as follow: Northern Bayberry, Fragrant Sumac and Green Giant Arbovitae, see landscape plan.

9700 COURT LLC - SELF STORAGE
GENERAL DEVELOPMENT PLAN
FOR CONDITIONAL USE PERMIT

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

Plan Revisions	
Date	Comment



VICINITY MAP
SCALE: 1" = 1000'

OWNER
MARLOW & SILEK INVESTMENT, LLC
707 NORTH COMMERCE AVE.
FRONT ROYAL, VIRGINIA 22630
CONTACT: MIKE SILEK

APPLICANT
9700 COURT, LLC
P.O. BOX 1233
LOCUST GROVE, VIRGINIA 22508
CONTACT: KEVIN TOMAYKO
EMAIL: kevin@bandkproperties.com

CALL "MISS UTILITY"
VIRGINIA UTILITY PROTECTION SERVICE (VUPS) AT 811 OR 1-800-552-7001, 48 HOURS PRIOR TO THE START OF WORK. EXCAVATORS MUST NOTIFY ALL PUBLIC UTILITY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATING OR BLASTING AND HAVE THOSE FACILITIES LOCATED BY THE UTILITY COMPANIES PRIOR TO COMMENCING EXCAVATION. THE EXCAVATOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL COUNTY REQUIREMENTS, VIRGINIA CODE AND REGULATIONS.

UTILITY NOTICE REQUIRED
Contractors shall notify all public utility operators who maintain underground utility lines in the area of proposed excavating or blasting at least two (2) working days, but not more than ten (10) working days, prior to commencement of excavation or demolition. Names and telephone numbers of the operators of underground utility lines appear below. These numbers shall also be used to serve in an emergency condition.

Water/Sewer:	Frederick Water P.O. Box 1977 Winchester, VA, 22604 (540) 868-1061
Power:	Rappahannock Electric Coop 137 Kaby Court Front Royal, VA 22630 1-800-552-3904
Phone:	Verizon P.O. Box 17398 Baltimore, MD 21297 (301) 954-4282
Gas:	Shenandoah Gas Co. P.O. Box 2400 Winchester, VA 22604 (540) 869-1111

SURVEY AND TOPOGRAPHIC INFORMATION

1. Boundary survey was performed by: BROGAN LAND SURVEYING PLC Dated: 2021
2. Aerial, horizontal, and vertical control surveys were performed by: COUNTY 2' TOPO 2016 (Year)
3. Aerial topographic mapping performed by: COUNTY AERIAL MAPPING Dated: NA

APPROVALS

WARREN COUNTY PLANNING DIRECTOR — DATE

*APPROVAL OF THESE PLANS SHALL EXPIRE FIVE (5) YEARS FROM THE DATE OF PLANNING APPROVAL

*E&S APPROVAL OF THESE PLANS SHALL EXPIRE ONE HUNDRED EIGHTY (180) DAYS AFTER APPROVAL DATE

151 Windy Hill Lane
Winchester, Virginia 22602
Telephone (540) 722-9455
Fax (540) 722-9456
www.greenwayeng.com

GREENWAY ENGINEERING
PROUDLY SERVING VIRGINIA & WEST VIRGINIA
OFFICES IN: WINCHESTER, VA & MARTINSBURG, W.V.

COVER SHEET
9700 COURT, LLC- SELF STORAGE
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

Rev. No.	Date

COMMONWEALTH OF VIRGINIA
TUNG HSI ADHIDJUSMA
Lic. No. 28715
PROFESSIONAL ENGINEER
4/20/21

DATE: APRIL 30, 2021
SCALE: N/A
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 1 OF 4

GENERAL NOTES

1. Greenway Engineering, Inc. (GE) issued this plan set based on project criteria dictated by the client and municipal codes. This plan set is not considered complete or appropriate for construction until ALL necessary agencies have given approval AND this plan set is signed and sealed by a licensed professional. Any work, planning, scheduling, material purchases and/or construction prior to approvals and licensed/professional sealing will be performed at the risk of the personnel authorizing work. GE shall be held harmless from and costs, time delay and/or material changes incurred on work started before this plan set receives approvals and seals.
2. Methods and materials used in the construction of the improvements herein shall conform to current County Construction Standards and Specifications and/or current VDOT Standards and Specifications.
3. The Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures nor for safety precautions and programs in connection with work shown on these plans. The Engineer is not responsible for the contractor's schedules or failure to carry out the work. The Engineer is not responsible for acts of omissions of the contractor, subcontractor, or their agents or employees, or any other person performing portions of the work.
4. The Contractor, Owner or Developer shall be responsible for securing any third party inspection/testing service to insure construction compliance with these plans and specifications. It is Greenway Engineering's recommendation that a third party inspection/testing service be employed to ensure that project is completed and materials installed meet the details and specifications in these plans.
5. The location of existing utilities shown in these plans are taken from existing records. It shall be the contractors responsibility to verify the exact horizontal and vertical location of all existing utilities as needed prior to construction. The contractor shall be responsible for the digging of all test holes that may be required, whether recommended or not by these plans, to determine the exact location and elevation of existing utilities. If any conflicts arising from this existing utility verification or if during the course of construction, any object of an unusual nature is encountered, the contractor shall cease work in that area and immediately notify Greenway Engineering at (540) 662-4185 and/or the proper authority. Greenway Engineering or any engineer associated with these plans shall not be responsible or liable for any construction cost that may be associated with the installation or reinstallation any utility or other improvements if not notified of any discrepancies between actual field conditions and the approved plan.
6. The approval of these plans in no way relieve the developer, the contractor, or their agents of any legal responsibility which may be required by the code of Virginia or any other ordinance enacted by the County nor does it guarantee the issuance of any required permit by the County, VDOT or any other Agency.
7. An approved set of plans and all applicable permits must be available at the construction site at all times during construction. A representative of the developer must be available at all times.
8. Prior to the initiation of any land disturbing activities the Developer, the Contractor or the Responsible Land Disturber shall obtain a Land Disturbance Permit from the Building Inspections Office. The Contractor, Developer or his agent shall be responsible for obtaining a Virginia Stormwater Management Program (VSMP) Permit and shall be responsible for the registration of the construction site as required by law. They shall also be responsible for obtaining and maintaining on site a Stormwater Pollution Prevention Plan (SWPPP). The approval of these plans in no way relieves the developer or his agent of the responsibilities contained in the Virginia Erosion and Sediment Control Handbook.
9. The Developer or his agent shall be responsible for obtaining any required permits from the Virginia Department of Environmental Quality (DEQ) or the United States Army Corp of Engineers for any plan wetland disturbance as shown on these plans. They shall also be responsible the identification and delineation of any wetlands that may be present on the construction site.
10. The contractor shall provide adequate means of cleaning mud from trucks and/or other equipment prior to entering public streets, and it is the contractors responsibility to clean streets, allay dust, and to take whatever measures are necessary to insure that public streets are maintained in a clean, mud and dust free condition at all times.
11. A permit must be obtained from the Office of the Resident Engineer, Virginia Department of Transportation (VDOT) and Warren County prior to any construction activities within existing State right-of-way.
12. The developer will be responsible for any damage to the existing streets and utilities which occurs as a result of his construction project within or contiguous to the existing right-of-way.
13. Warning signs, markers, barricades or flagmen should be in accordance with the State and Federal Manual on Uniform Traffic Control Devices (MUTCD).
14. The exact location of all guard rails and paved ditches will be determined by VDOT personnel. "A joint inspection will be held with the Developer, County Representatives, and Representatives of the Virginia Department of Transportation (VDOT) to determine if and where guard rail and/or paved ditches will be needed. The developer will be responsible for providing guardrail and paved ditches as determined by this joint inspection." Refer to Virginia Department of Transportation (VDOT) Guard Rail and Paved Ditch Specifications.
15. All unsuitable material shall be removed from the construction limits of the site plan before placing embankment.
16. All pavement sections shown on these approved plans are based on a minimum CBR value of 6 and are for preliminary design only. Final pavement design shall be based upon actual field tested CBR values. The Contractor or Developer shall be responsible for field tests per VDOT standards to obtain actual CBR values for final design. Final pavement designs will be approved by VDOT and/or the Owner/Developer, which ever applicable, prior to installation.
17. All springs shall be capped and piped to the nearest storm sewer manholes or curb inlet. The pipe shall be minimum 6" diameter and conform to VDOT standard SB-1.
18. When grading is proposed within easements of utilities, letters of permission from all involved companies must be provided to the Warren County prior to issuance of grading and/or site development permits.
19. Notification shall be given to the appropriate utility company prior to construction of water and/or sanitary sewer lines. Information should also be obtained from the appropriate authority concerning permits, cut sheets, and connections to existing lines.
20. The Developer and/or Contractor shall be responsible to supply all utility companies with copies of the approved plans and advise them that all grading shall conform to the approved plans, and further that the utility companies shall be responsible for horning these plans and the finished grades in the installation of their utility lines.
21. All utilities to be located underground.
22. Contractors shall notify operators who maintain underground utility lines in the area of proposed excavating or blasting at least two (2) working days, but not more than ten (10) working days, prior to commencement of excavation or demolition.
23. The developer will be responsible for the relocation of any utilities which is required as a result of his project. The relocation should be done prior to construction.
24. All parking lot/street light and dry utility design shall be performed and provided separately by others. All dry utility and or lighting information shown hereon is as specified by others and is included for informational purposes only, as directed by the Owner, Developer and/or public agency requirements. Greenway Engineering has not performed the lighting and/or dry utility design and does not warrant and is not responsible for the degree and/or adequacy of illumination on this project or the adequacy of the dry utility to service the site.
25. All sanitary sewers, water mains and appurtenances shall be constructed in accordance with the current standards and specifications of the Town of Front Royal.
26. All stormwater piping and structures shown on these plans are only accurate to the inlet or manhole locations as shown hereon. Detail design of stormwater structures were not provided to Greenway Engineering. Actual pipe alignments will be based upon developed structural shop drawings as provided by the manufacturer. Contractor shall make adjustments to pipe alignments base on provided shop drawings. Greenway Engineering will not be held responsible or liable for any discrepancies or changes caused by the structural design. Contractor may submit shop drawings to Greenway Engineering for review and approval at contractor's expense. Shop drawings will be reviewed for compliance with design plans. The Owner or Developer will be responsible for any redesign as a result of structural shop drawing design.
27. Controlled fills shall be compacted to 95% of maximum density as determined by method "A" per standard proctor AASHTO-T99, ASTM-D698, or VTM-1 as applicable. Density shall be certified by a registered professional engineer and results submitted to Warren County prior to pavement construction. If a geotechnical report has been prepared, it should supersede the requirements in this note.
28. Refer to Geotechnical Engineer for methods, materials and details for construction of all earthwork activities.
29. Any retaining wall 2 ft. or greater in height shall require the issuance of a separate building permit.
30. Construction debris shall be containerized in accordance with the Virginia Litter Control Act; no less than one litter receptacle shall be provided at the construction site.
31. These plans identify the location of all known gravesites. Gravesites shown on this plan will be protected in accordance with state law. In the event gravesites are discovered during construction, the owner and engineer must be notified immediately.
32. Individual sign permits will be required from the Zoning Office for all free standing and/or facade signs prior to erecting the sign and may require a separate building permit..

FIRE MARSHAL'S NOTE

Fire lane markings and signage:

Any "No Parking" signs and yellow painted curb locations will be installed by field inspection at the direction of Warren County Building Inspections Department.

VDOT GENERAL NOTES

V1. All work on this project shall conform to the current editions of and latest revisions to the Virginia Department of Transportation (VDOT) Road and Bridge Specifications and Standards, the Virginia Erosion and Sediment Control Regulations, and any other applicable state, federal or local regulations. In case of a discrepancy or conflict between the Standards or Specifications and Regulations, the most stringent shall govern.

V2. All construction shall comply with the latest U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), and Virginia Occupational Safety & Health (VOSH) Rules and Regulations.

V3. When working within VDOT right-of-way, all traffic control, whether permanent or temporary, shall be in accordance with the current edition of VDOT's Work Area Protection Manual. A transportation management plan needs to be submitted for approval and land use permit issued prior to any execution of work within the VDOT right of way.

V4 The developer shall be responsible for relocating, at his expense, any and all utilities, including traffic signal poles, junction boxes, controllers, etc., owned by VDOT or private / public utility companies. It is the sole responsibility of the developer to locate and identify utility facilities or items that may be in conflict with the proposed construction activity. VDOT approval of these plans does not indemnify the developer from this responsibility.

V5. Design features relating to field construction, regulations, and control or safety of traffic may be subject to change as deemed necessary by VDOT. Any additional expense incurred as a result of any field revision shall be the responsibility of the developer.

V6. If required by the local VDOT Land Development Office, a pre-construction conference shall be arranged and held by the engineer and/or developer with the attendance of the contractor (s), various County agencies, utility companies and VDOT prior to initiation of work.

V7. The contractor shall notify the local VDOT Land Development Office when work is to begin or cease for any undetermined length of time. VDOT requires and shall receive 48 hours advance notice prior to any required or requested inspection.

V8. The contractor shall notify the Traffic Operations Center at (540) 332-9500 for any traffic control plan that impacts a VDOT maintained Interstate or Primary roadway to provide notification of the installation and removal of the work zone.

V9. The contractor shall be responsible for maintaining a VDOT permitted temporary construction entrance(s) in accordance with Section 3.02 of the Virginia Erosion and Sediment Control Handbook. Furthermore, access to other properties affected by this project shall be maintained through construction.

V10. Contractor shall ensure adequate drainage is achieved and maintained on the site during and at the end of construction.

V11. All water and sewer lines within existing or proposed VDOT right-of-way shall have a minimum thirty-six (36) inches cover and when possible shall be installed under roadway drainage facilities at conflict points.

V12. Any unusual subsurface conditions (e.g., unsuitable soils, springs, sinkholes, voids, caves, etc.) encountered during the course of construction shall be immediately brought to the attention of the engineer and VDOT. Work shall cease in that vicinity until an adequate design can be determined by the engineer and approved by VDOT.

V13. All fill areas, borrow material and undercut areas shall be inspected and approved by a VDOT representative prior to placement of fill. A VDOT representative shall be present to insure the soil sample(s) obtained for CBR's is representative of the location. When soil samples are submitted to private laboratories for testing, the samples shall be clearly identified and labeled as belonging to a project to be accepted by VDOT and that testing shall be performed in accordance with all applicable VDOT standards and procedures.

V14. All roadway fill, base, subgrade material, and backfill in utility/storm sewer trenches shall be compacted in accordance with the lift thicknesses, density and moisture requirements as specified in the current VDOT Road and Bridge Specifications. Certified copies of test reports shall be submitted to VDOT daily, unless specified otherwise.

V15. VDOT Standard CD and UD underdrains shall be installed where indicated on these plans and/or as specified by VDOT.

V16. A post installation visual/video camera inspection shall be conducted by the Contractor on all pipes identified on the plans as storm sewer pipe and a select number of pipe culverts. For pipe culverts, a minimum of one pipe installation for each size of each material type will be inspected or ten percent of the total amount for each size and material type summarized. All pipe installations on the plans not identified as storm sewer pipe shall be considered as culvert pipe for inspection purposes. Additional testing may be required as directed by the Area Land Use Engineer or their representative.

V17. The installation of any entrances and mailboxes within any dedicated street right-of-way shall meet VDOT minimum design standards and is the responsibility of the developer.

V18. Prior to VDOT acceptance of any streets, all required street signage and/or pavement markings shall be installed by the developer in accordance with the Manual On Uniform Traffic Control Devices.

V19. The developer shall provide the VDOT Land Development Office with a list of all material sources prior to the start of construction. Copies of all invoices for materials utilized within any dedicated street right-of-way must be provided to the local VDOT Land Development Office prior to acceptance of the work. Unit and total prices may be obscured.

V20. Aggregate base and subbase materials shall be placed on subgrade by means of a mechanical spreader. Density will be determined using the density control strip in accordance with Section 304 of the VDOT Road and Bridge Specifications and VTM-10. A certified compaction technician shall perform these tests. Certified copies of test reports shall be submitted to VDOT daily, unless specified otherwise. In addition to checking stone depths, a VDOT representative shall be notified and given the opportunity to be present during the construction and testing of the density control strip.

V21. Asphalt concrete pavements shall be placed in accordance with Section 315 of the VDOT Road and Bridge Specifications. Density shall be determined using the density control strip as specified in Section 315 and VTM-76. A certified compaction technician shall perform these tests. Certified copies of test reports shall be submitted to VDOT daily, unless specifie otherwise. A VDOT representative shall be notified and given the opportunity to be present during the construction and testing of the control strip.

V22. In accordance with Section 302.03, the foundations for pipe culverts thirty-six (36) inches and larger shall be explored below the bottom of the excavation to determine the type and condition of the foundation. The contractor shall report findings of foundation exploration to the engineer and VDOT for approval prior to placing pipe. Foundation designs shall comply with VDOT Road and Bridge Standard PB-1. Where soft, yielding, or otherwise unsuitable foundation is encountered, the foundation design and/or need for foundation stabilization shall be determined by the engineer and approved by VDOT.

V23. VDOT Standard Guardrail shall be installed where warranted and/or as proposed on these plans in accordance with VDOT's installation criteria. Final approval of the guardrail layout to be given by VDOT after grading is mostly complete.

V24. Approval of these plans shall expire five (5) years from the date of the approval letter.

V25. VDOT Standard CG-12 Curb Ramps shall be installed where indicated on these plans and/or as specified by VDOT.

V26. The foundations for all box culverts shall be investigated by means of exploratory borings advanced below proposed foundation elevation to determine the type and condition of the foundation. The contractor shall submit copies of borehole logs and report findings of foundation exploration to the engineer and VDOT for approval prior to constructing box. Foundation designs shall comply with VDOT Road and Bridge Standard PB-1. Contrary to the Standard, where rock is encountered and cast-in-place box is proposed, the thickness of bedding shall be six (6) inches. Where soft, yielding, or otherwise unsuitable foundation is encountered, the foundation design and/or need for foundation stabilization shall be determined by the engineer and approved by VDOT.

TRIP GENERATION DATA

CLASS	USE	UNITS	* TRIP RATE	VPD
ITE CODE 151	MINI WAREHOUSE	105,000 GSF	2.38 Per 1000 GSF	250

* TAKEN FROM ITE TRIP GENERATION 9TH EDITION

PROJECT NOTES

NOTES:

1. THESE PLANS ARE IN CONFORMANCE WITH WARREN COUNTY STANDARDS AND ORDINANCES. ANY DEVIATION OR CHANGE IN THESE PLANS SHALL BE APPROVED BY THE ZONING ADMINISTRATOR PRIOR TO CONSTRUCTION.
2. ALL UTILITY SERVICE LINES, SUCH AS ELECTRIC, TELEPHONE, CABLE, TELEVISION, OR OTHER SIMILAR LINES SERVING INDIVIDUAL PAD SITES, SHALL BE PLACED UNDERGROUND.
3. FOR FILL IN AREAS OF PROPOSED STRUCTURES, ROADWAY. PLEASE SEE CURRENT GEOTECHNICAL REPORT FOR MINIMUM CONTROLLED FILL REQUIREMENTS. ALL CONTROLLED FILLS SHALL BE PLACED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND COORDINATED WITH THE DEVELOPER'S GEOTECHNICAL ENGINEER.
4. CONTROLLED FILL SHALL BE COMPACTED TO 95% DRY DENSITY PER AASHTO T-99.
5. SLOPE STABILITY ANALYSES WILL BE REQUIRED FOR ANY SLOPE STEEPER THAN 3:1.
6. PROPOSE RETAINING WALL GREATER THAN 2 FEET IN HEIGHT SHALL BE SUBMITTED TO WARREN COUNTY BUILDING INSPECTIONS FOR SEPARATE APPROVAL.
7. Loading and service bays. Loading areas, service entrances and service bays shall be oriented and/or screened so as not to be visible from the corridor highway.
8. Waste disposal areas. Dumpster and other waste disposal areas shall be completely screened from the public view by means of a board-on-board fence and landscaping, or similar opaque material.Utilities. Utility lines, such as electric, telephone, cable television or similar lines, shall be installed underground. This requirement shall apply to lines serving individual sites as well as to utility lines necessary within the project. All junction and access boxes shall be screened. All utility pad fixtures and meters shall be shown on the site plan. The necessity for utility connections, meter boxes, etc., should be recognized and integrated with the architectural elements of the site plan. All underground utilities shall be installed within easements parallel to street rights-of-way or lot lines when possible.
9. Outside storage/display of goods. Outside storage or display of goods shall be completely screened from the view of the corridor highway. Outdoor storage shall include the parking of all company owned and operated vehicles, with the exception of passenger vehicles.
10. Fences. Fences exceeding four feet in height shall be located in side and rear yards only. Chain-link fences, including those with slats, are discouraged, particularly where visible from a public right-of-way. No chain-link fences shall be permitted in the front yard in the HC District.
11. Mechanical equipment. Mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.
12. Materials. Building materials should be typical of those prevalent in Warren County, including stucco, brick, architectural block, wood siding, and standing seam metal roofs. Inappropriate materials include reflective glass and metal wall panels. No facade visible from adjoining property or the corridor highway shall be constructed of unadorned cinder block, corrugated metal or sheet metal.
13. Color. The permanent color of building materials (to be left unpainted) should resemble the predominant tones, primarily earthen tones, along the corridor. Garish and striking colors should be avoided.
14. Lighting will be installed in accordance with § 180-49.2 of this ordinance.

TOWN OF FRONT ROYAL GENERAL CONSTRUCTION NOTES

(To be included on all site plans)

1. For technical specifications and details refer to the Town of Front Royal Water and Sewer Standards and Specifications, latest edition. All construction shall be in accordance to these specifications. Any deviation or changes shall be submitted in writing to the Town for supplemental approval. Inspections shall be performed by the Department of Public Works. Contact: Director of Public Works at (540) 635-7819 or FAX (540) 635-8973.
2. Locations of utilities shown are approximate. Contractor shall be responsible field verifying the exact location, vertically and horizontally, of the utilities prior to any excavation or construction. The Contractor shall contact MISS UTILITY and all applicable utility companies for clearance prior to excavation. The Contractor shall be responsible for adhering to the Commonwealth of Virginia Underground Utility Damage Prevention Act, Chapter 10, Title 56 of the Code of Virginia.
3. Contractor shall be responsible for implementing and maintaining all erosion and sediment control measures necessary during construction in accordance with current state and local regulations. Disturbed area shall not remain denuded for more than seven (7) calendar days. During construction, all storm sewer inlets shall be protected by inlet protection, maintained and modified as required by construction process. Contractor shall contact the County Building Inspection Office at (540) 636-9973 prior to schedule inspections.
4. The Contractor shall provide adequate means of cleaning mud from trucks and/or other equipment prior to entering public streets. It is the Contractor's responsibility to clean streets, allay dust, and to take whatever measures necessary to ensure that the streets are maintained in a clean, mud and dust free condition at all times.
5. Any street or utilities damaged by Contractor or Sub-Contractor shall be sole responsibility of the primary contractor and properly and immediately repaired by the Contractor. Such repairs shall be to the original condition and shall be to the satisfaction of the Town Inspector.
6. All plastic sanitary sewer main pipe shall be 8" diameter, SDR 35, unless otherwise noted. Pipe bedding shall be determined by field conditions and Town Specifications.
7. All proposed water mains, hydrant branches and fire suppression lines shall be Class 52 ductile iron pipe with a minimum of 42" cover unless otherwise noted.
8. All 2" and smaller water services shall be type "K" copper pipe. Soldered joints on buried lines are not acceptable.
9. All precast concrete structures shall be minimum 4000 psi and 28 days with a bituminous coating.
10. The Contractor shall be responsible for acquiring all necessary permits before any construction begins.
11. The Contractor is responsible for adjustment of all utility boxes, vaults or other appurtenances to new finished grade elevations.
12. Contractor to relocate all signs and utilities required for this work.
13. Any planned disruptions of or tie-ins to existing utilities shall be coordinated with the appropriate utility owner. With the exception of emergencies, there shall be a minimum of 24 hours notice given by the Contractor to all residential, commercial and industrial utility users affected by utility interruptions.
14. The unauthorized use of water without due compensation is illegal. No person shall connect to or do any work on that portion of the system owned by the Town unless written authorization is received prior to commencing work.
15. Construction limits shall be property lines or as indicated by plan requirements.
16. Construction shall conform to the American with Disabilities Act (ADA) requirements. Curb ramps shall be placed where all sidewalks meet curbs.

LEGEND

- EXISTING INTERMEDIATE CONTOUR
- EXISTING INDEX CONTOUR
- PROPOSED CONTOUR — 400
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- TRANSITION TO REVERSE CURB
- EXISTING TELEPHONE LINE — T
- PROPOSED TELEPHONE LINE — T
- EXISTING STORM SEWER WITH INLET
- PROPOSED STORM SEWER WITH INLET
- EXISTING SANITARY SEWER WITH MANHOLE — S
- PROPOSED SANITARY SEWER WITH MANHOLE
- PROPOSED SAN. LAT. CLEANOUT — S
- EXISTING ELECTRIC SERVICE — E
- PROPOSED ELECTRIC SERVICE — E
- EXISTING GAS LINE — G
- PROPOSED GAS LINE — G
- EXISTING WATERLINE W/ TEE
- PROPOSED WATERLINE W/ TEE
- EXISTING FIRE HYDRANT/VALVE/METER
- PROPOSED FIRE HYDRANT/VALVE/METER
- PROPOSED REDUCER
- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- EXISTING TREE LINE
- FLOW LINE
- FENCELINE — X
- EXISTING UTILITY POLE/GUIDE WIRE
- EXISTING TELEPHONE PEDESTAL
- SIGNS
- PARKING INDICATOR INDICATES THE NUMBER OF TYP. PARKING SPACES — 12
- HANDICAP PARKING
- VEHICLES PER DAY COUNT — 100
- PROPOSED BUILDING ENTRANCE
- SANITARY MANHOLE IDENTIFIER — 12
- STORM DRAIN STRUCTURE IDENTIFIER — 6
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION — 35²
- LIGHT POLE

PROJECT INFORMATION

PARCEL IDENTIFICATION NO: TM 12B-1-1Lot 1
STREET ADDRESS: NORTH RIVER SQUARE Lot#4 WINCHESTER RD, FRONT ROYAL, VA 22630
PROJECT SITE AREA: 3.2128 ACRES
CURRENT ZONING: COMMERCIAL
CURRENT USE: VACANT
PROPOSED USE: SELF STORAGE
PREVIOUSLY APPROVED PLANS: NONE

COMMERCIAL ZONING ON HIGHWAY CORRIDOR DISTRICT REQUIREMENTS
MAX LENGTH/WIDTH RATIO: 4:1
LENGTH/WIDTH RATIO PROVIDED: 1.41:1
MINIMUM LOT AREA: 21,780 SQ FT
LOT AREA: 139,950 SQ FT
MIN. LOT WIDTH AT SETBACK: 100'
LOT WIDTH AT SETBACK: 453'

COMMERCIAL REQUIRED SETBACKS

FRONT:	From	50'
SIDE:	From property line	15'
REAR:	From property line	15'

AREA CALCULATIONS

TOTAL SITE AREA = 3.2128 ACRES

BUILDING AREA (Phase 1 & 2)	= 0.964 ACRES	
FLOOR AREA RATIO (FAR)	= 75 %	
PAVEMENT AND BUILDING AREA	= 2.073 ACRES	64.51%
OPEN SPACE	= 1.14 ACRES	35.49 %

NOTES:

1. The location, height, make, model, lamp type and wattage of each outdoor lighting fixture will be provided with final site plan submission and Certification that the angle of total light cutoff is no more than 90°
2. All outdoor lighting fixtures, including display lighting, will be turned off after close-of-business, unless needed for safety or security, in which case the lighting shall be reduced to the minimum level necessary.
3. All light fixtures that are required to be fully shielded will be installed and maintained so that the shielding is effective as described in the definition of a fully-shielded fixture in § 180-49.2H, Definitions
4. Light trespass from a property will be designed not to exceed one footcandle at the property line.
5. Outdoor lighting fixtures will comply with the shielding requirements of Section 180-49.2 Table F.
6. Landscape screening shall be provided in accordance to Warren County requirements

GREENWAY ENGINEERING
FND 1971
151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
Fax: (540) 722-9528
www.greenwayeng.com

GENERAL NOTES

COURT 9700 SELF STORAGE LLC

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

SP NUMBER: #XX-XX

COMMONWEALTH OF VIRGINIA
TUNG NIKI ADHIKUSUMA
Lic. No. 26715
4/30/21
PROFESSIONAL ENGINEER

DATE: APRIL 30, 2021

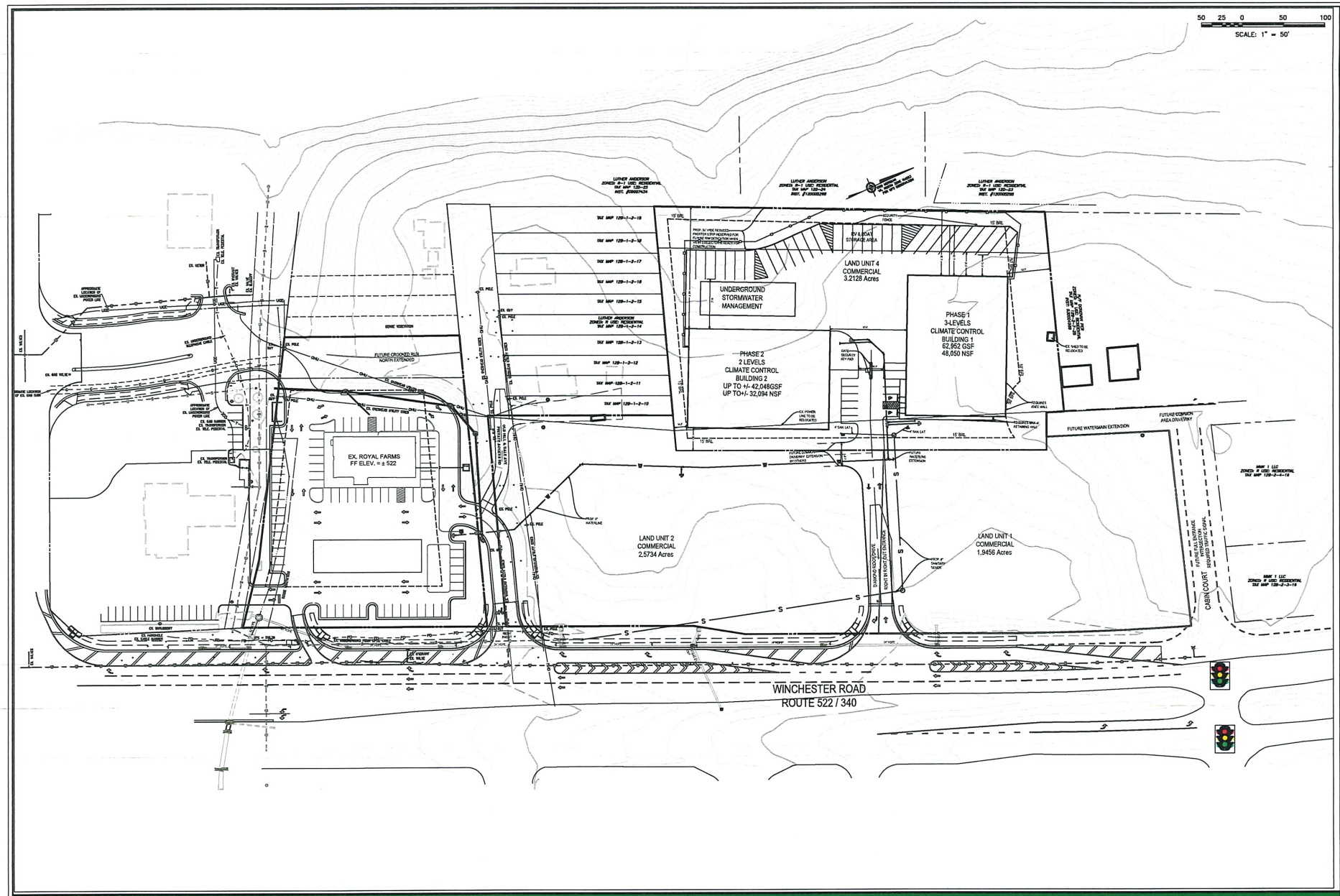
SCALE: N/A

DESIGNED BY: TNA

FILE NO. 5637B

SHEET 2 OF 4

12-21



GREENWAY ENGINEERING
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Winchester, Virginia 22602
Telephone: (540) 665-4185
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DATE	REVISION

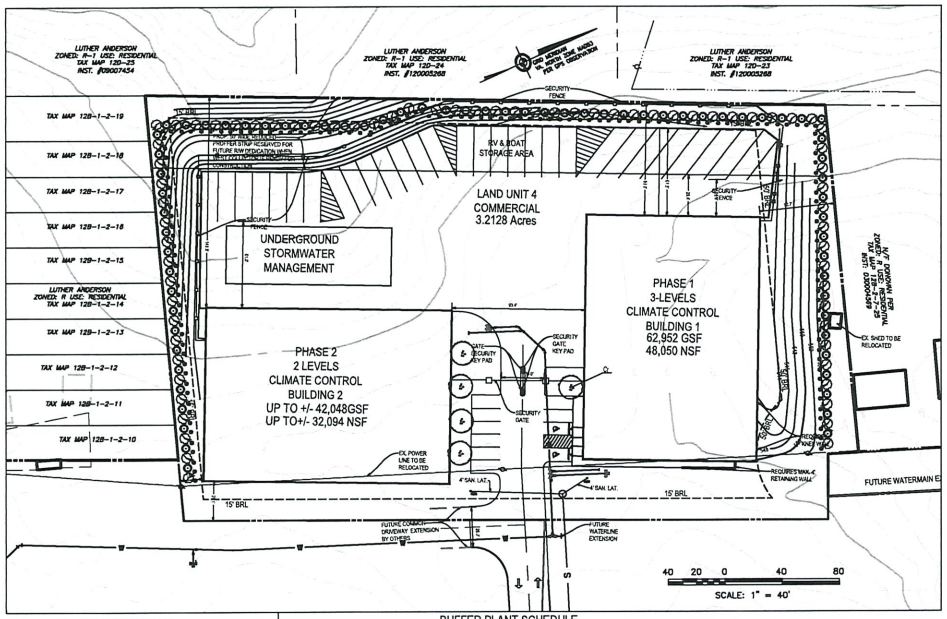
GENERAL DEVELOPMENT PLAN

9700 COURT LLC - SELF STORAGE

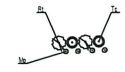
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
TUNG NIXI ADHIKSHINA
Lic. No. 28715
4/30/21
PROFESSIONAL ENGINEER

DATE: APRIL 30, 2021
SCALE: 1"=50'
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 3 OF 4
21-04



FULL SCREEN ZONING BUFFER
not to scale



1. 3 PLANTS PER 10 L.F., AT LEAST FOUR FEET IN HEIGHT AT PLANTING AND INTENDED TO REACH A MINIMUM HEIGHT OF SIX FEET AT MATURITY, THERE SHALL BE AT LEAST THREE SPECIES OF PLANTS, WITH THE MAJORITY BEING EVERGREENS AND AT LEAST 1/3 BEING DECIDUOUS
2. 6' OPAQUE FENCE

FULL SCREEN ZONING BUFFER:

PROVIDE A 10' WIDE LANDSCAPE SCREEN WITH 3 PLANTS PER 10' 998 LF OF PROPERTY LINE SHARED WITH R-1 ZONED PROPERTIES 998/10 = 99.8 X 3 = 299 PLANTS REQUIRED* 273 PLANTS PROVIDED*

(*GRADES AT REAR OF PROPERTY PRECLUDE PLANTINGS BEING PLACED ALONG PROPERTY LINE FOR SCREENING PURPOSES)

BUFFER PLANT SCHEDULE

ABB	BOTANIC NAME	COMMON NAME	QUANTITY	SIZE
CATEGORY "C" BUFFER		PROPOSED PLANTINGS		
Mp	Myrica pennsylvanica	Northern Bayberry	136	4' Ht.
Rt	Rhus typhina	Fragrant Sumac	68	4' Ht.
Ts	Thuja Standishii plicata 'Green Giant'	Green Giant Arborvitae	68	4' Ht.
PARKING LOT PLANT SCHEDULE			273 Plants	
Cr	Crataegus crus-galli var. inermis	Thornless Cockspur Hawthorn	5	2" Cal.

NOTES:
1. TREE SIZE SHOWN ON PLAN VIEW IS ILLUSTRATIVE. SIZES ARE AS SHOWN IN PLANT SCHEDULE
2. ALL PLANTING SHALL CONFORM WITH 180-48.1 LANDSCAPING REQUIREMENTS AND 180-18B SCREENING AND BUFFERING REQUIREMENTS OF THE WARREN COUNTY ZONING ORDINANCE.
3. ANY PLANT SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE WARREN COUNTY PLANNING DEPARTMENT.
4. TREES AND SHRUBS SHALL NOT BE PLANTED WITHIN UTILITY EASEMENTS
6. ALL SEEDED AND SODDED AREAS OF PROJECT WILL BE OF A DROUGHT TOLERANT MIX PER PENNINGTON SEED COMPANY.
7. NO SLOPE IN EXCESS OF 25% WILL BE SEEDED OR SODDED.
8. BEFORE SODDING, SEEDING AND LANDSCAPING THE CONTRACTOR WILL TILL ALL COMPACTED AREAS AT LEAST 6" IN DEPTH TO LOOSEN THE COMPACTED SOILS AND ADD AMENDMENTS

STANDARDS

A. PLANTS WILL BE IN ACCORDANCE WITH THE CURRENT ANLA'S STANDARDS AND CONFORM IN GENERAL TO REPRESENTATIVE SPECIES.

B. BALLED AND BURLAPPED (B&B)
1. BALLED AND BURLAPPED PLANTS SHALL BE DUG WITH FIRM ROOT BALLS FREE OF NOXIOUS WEEDS. THERE SHOULD BE NO EXCESS SOIL ON TOP OF THE ROOTBALL OR AROUND THE TRUNK
2. BALL SIZES SHALL BE IN ACCORDANCE WITH ANLA STANDARDS.
3. CALIPER AND HEIGHT MEASUREMENT: IN SIZE GRADING B&B SINGLE TRUNK TREES, CALIPER SHALL TAKE PRECEDENCE OVER HEIGHT. CALIPER OF THE TRUNK SHALL BE TAKEN 6" ABOVE GROUND LEVEL (UP TO AND INCLUDING 4" CALIPER SIZE) AND 12" ABOVE THE GROUND LEVEL FOR LARGER TREES. FOR MULTIPLE-TRUNK TREES, HEIGHT MEASUREMENT SHALL TAKE PRECEDENCE OVER CALIPER.

C. CONTAINER - GROWN STOCK
1. THE SIZE OF CONTAINER-GROWN SHRUBS IS MEASURED BY HEIGHT AND WIDTH OF THE PLANT. CONTAINER-GROWN TREES ARE MEASURED BY THE SAME STANDARDS LISTED IN B.3. ABOVE. THE ROOT SYSTEM OF CONTAINER-GROWN PLANTS SHALL BE WELL DEVELOPED AND WELL DISTRIBUTED THROUGH OUT THE CONTAINER.
2. ALL CONTAINER-GROWN TREES AND SHRUBS THAT HAVE CIRCLING (GIRDLING) AND MATTED ROOTS SHALL BE TREATED IN THE FOLLOWING MANNER PRIOR TO PLANTING: SEPARATE THE ROOTS BY HAND, UNTANGLING SO CIRCLING ROOTS WILL NOT DAMAGE FUTURE OF THE PLANT. SEE PLANTING PROCEDURES FOR ALL CONTAINER-GROWN TREES & SHRUBS IN THIS SECTION.
3. ALL CONTAINER-GROWN PLANTS SHOULD BE GROUPED AND WATERED DAILY UNTIL THEY ARE PLANTED IN THE LANDSCAPE, THE SOIL SHALL BE KEPT MOIST WITH THE EQUIVALENT OF ONE-INCH OF RAINFALL PER WEEK.

D. PRUNING SHALL BE DONE BEFORE PLANTING OR DURING THE PLANTING OPERATION. PRUNING DETAIL FOR TREES IN THIS SECTION.

E. ALL PLANT MATERIAL IN TRANSIT SHALL BE COVERED TO KEEP MATERIAL FROM DRYING OUT. THE COVERING SHALL COMPLY WITH THE STATE AND LOCAL LAWS PERTAINING TO THE TRANSPORT OF MATERIALS.

F. TREES SHALL BE PLACED IN AN UPRIGHT POSITION WITH THE ROOTBALL COVERED BY MULCH AND KEPT MOIST. TREES AND SHRUBS SHOULD NOT BE LEFT ON SITE UNPLANTED FOR MORE THAN 24-HOURS WITHOUT ADEQUATE WATER TO INSURE ROOT SURVIVAL.

INSPECTION

A. PLANTS MAY BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR OWNER'S REPRESENTATIVE AT THE PLACE OF GROWTH OR HOLDING YARD FOR CONFORMITY TO SPECIFICATION REQUIREMENTS AS TO QUALITY, SIZE AND VARIETY.

B. PLANTS DAMAGED IN HANDLING OR TRANSPORTATION CAN BE REJECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.

C. STATE NURSERY INSPECTION CERTIFICATES SHALL BE FURNISHED TO THE LANDSCAPE ARCHITECT UPON REQUEST.

PLANTING PROCEDURES FOR ALL CONTAINER-GROWN TREES & SHRUBS

A. REMOVE THE PLANT EITHER BY CUTTING OR INVERTING THE CONTAINER.

B. FOR UNTREATED PLASTIC CONTAINER-GROWN PLANTS WITH CIRCLING ROOTS, SEPARATE ROOTS BY HAND AND UNTANGLE ROOTS THE LENGTH OF THE ROOTBALL.

C. PLANT SHRUB OR TREE A MINIMUM OF ½" OF THE HEIGHT OF THE ROOTBALL ABOVE EXISTING GRADE.

D. APPLY A 2 TO 3" THICK LAYER OF APPROVED HARDWOOD MULCH. KEEP MULCH 6" AWAY FROM THE TRUNK OF ALL TREES AND SHRUBS.

E. PLANTS GROWN IN ROOT CONTAINMENT BAGS MUST HAVE BAGS REMOVED DURING THE PLANTING OPERATION. NO ADDITIONAL SLASHING OF THE ROOTBALL IS NECESSARY.

GENERAL CONDITIONS

SCOPE OF WORK

THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT TO COMPLETE ALL LANDSCAPE WORK AS SHOWN ON THE PLANS AND SPECIFICATIONS.

NOTE: IF CONTRACTOR BIDS ACCORDING TO THE PLANT LIST, HE/SHE SHOULD THOROUGHLY CHECK THE PLANT LIST QUANTITIES WITH THE SYMBOLS DRAWN ON THE PLAN TO ENSURE THERE ARE NO DISCREPANCIES. IF THERE IS A DISCREPANCY BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING TAKES PRECEDENCE.

STANDARDS

ALL PLANT MATERIAL WILL CONFORM TO THE CURRENT ISSUE OF THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION (ANLA).PLANT MATERIAL MUST BE SELECTED FROM NURSERIES THAT HAVE BEEN INSPECTED AND CERTIFIED BY STATE PLANT INSPECTORS. COLLECTED MATERIAL MAY BE USED ONLY WHEN APPROVED BY OWNER'S REPRESENTATIVE. NOMENCLATURE WILL BE IN ACCORDANCE WITH HORTUS III BY L.H. BAILEY.

ALL PLANTING SHALL CONFORM WITH 165-203.01 - B OF THE FREDERICK COUNTY ZONING ORDINANCE (PLANT SELECTION, PLANTING PROCEDURE, AND MAINTENANCE.

ANY PLANT SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE FREDERICK COUNTY PLANNING DEPARTMENT.

SUBSTITUTIONS: PRE-BID

IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO MAKE EVERY REASONABLE EFFORT TO FIND THE PLANTS SPECIFIED BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE CONTRACTOR MAY OFFER SUBSTITUTIONS TO THE LANDSCAPE ARCHITECT FOR HIS/HER CONSIDERATION. THE LANDSCAPE CONTRACTOR WILL NOTIFY THE LANDSCAPE ARCHITECT IF THERE ARE KNOWN DISEASES OR INSECT RESISTANT SPECIES THAT CAN BE SUBSTITUTED FOR A SELECTED PLANT. THE CONTRACTOR SHALL SUBMIT A BASE BID AS PER PLAN PLUS PRICE CLARIFICATIONS FOR ALL RECOMMENDED SUBSTITUTIONS.

SUBSTITUTIONS: POST-BID

IT IS THE INTENT TO ELIMINATE POST-BID SUBSTITUTIONS. HOWEVER, IN THE EVENT THAT THE CONTRACT MATERIAL HAS BECOME UNAVAILABLE, AN APPROPRIATE SUBSTITUTION MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE.

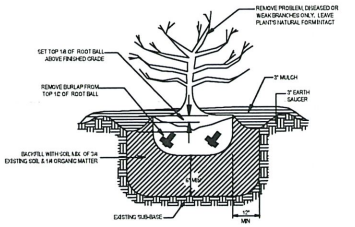
UTILITIES AND UNDERGROUND FEATURES

THE LANDSCAPE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AND/OR THE GENERAL CONTRACTOR IN ADVANCE OF CONSTRUCTION TO LOCATE UTILITIES.
IF THERE IS A CONFLICT WITH UTILITIES AND THE PLANTING, THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR RELOCATING PLANTS PRIOR TO THE PLANTING PROCESS. ANY COST DUE TO RELOCATING AFTER PLANTING SHALL BE BORNE BY THE OWNER. IF PLANTS ARE TO BE INSTALLED IN AREAS THAT SHOW OBVIOUS POOR DRAINAGE, AND THE PLANTS ARE INAPPROPRIATE FOR THAT CONDITION, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND OWNER. IF THEY DEEM NECESSARY, THE PLANTS SHALL BE RELOCATED, THE CONTRACT SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE CORRECTION AT A NEGOTIATED COST, OR THE PLANT SELECTION MODIFIED BY THE LANDSCAPE ARCHITECT TO ACCOMMODATE THE POOR DRAINAGE.

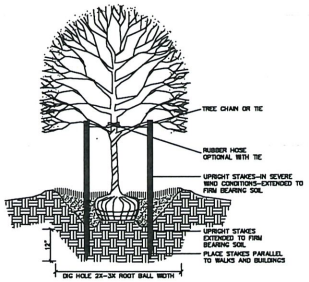
TREES AND/OR SHRUBS SHALL NOT BE PLACED WITHIN FREDERICK WATER EASEMENTS

WARRANTY

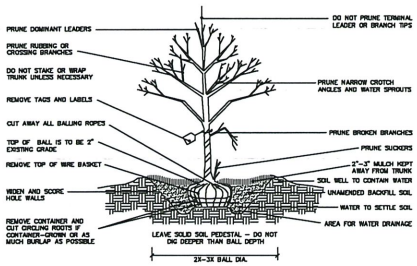
THE STANDARD WARRANTY IS FOR ONE (1) YEAR PERIOD, EXCLUDING BULBS, SOD AND ANNUALS, COMMENCING ON THE DATE OF INITIAL ACCEPTANCE. ALL PLANTS SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. ANY MATERIAL THAT IS 25% DEAD OR MORE SHALL BE CONSIDERED DEAD AND MUST BE REPLACED AT NO CHARGE. A TREE SHALL BE CONSIDERED DEAD WHEN THE MAIN LEADER HAS DIED BACK, OR 25% OF THE CROWN IS DEAD. REPLACEMENTS SHALL BE MADE DURING THE NEXT PLANTING PERIOD. REPLACEMENTS SHALL BE OF THE SAME TYPE, SIZE AND QUALITY AS ORIGINAL SPECIES UNLESS OTHERWISE NEGOTIATED.



SHRUB PLANTING DETAIL
NOT TO SCALE



TREE PLANTING – VERTICAL STAKES
TREES 4" CAL. SCALE: NOT TO SCALE



TREE PLANTING DETAIL
TREES 4" CAL. SCALE: NOT TO SCALE

151 Hyde Hall Lane
Winchester, Virginia 22602
Telephone (540) 662-4185
Fax (540) 722-9528
www.greenwayeng.com

GREENWAY ENGINEERING

DATE	REVISION

GDP LANDSCAPE PLAN

9700 COURT LLC - SELF STORAGE

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
TUNG HOO ADHIKUSUMA
Lic. No. 26715
PROFESSIONAL ENGINEER
4/30/21

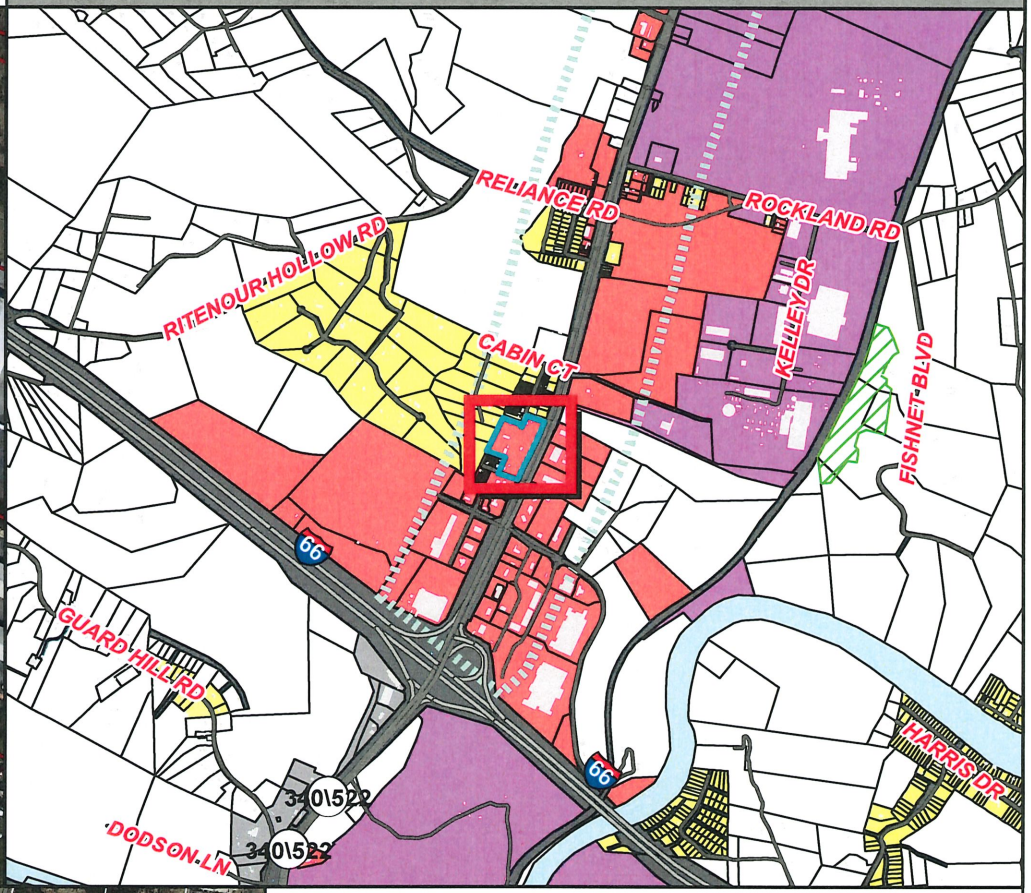
DATE: MAY 10, 2021
SCALE: 1"=40'
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 4 OF 4
21-04

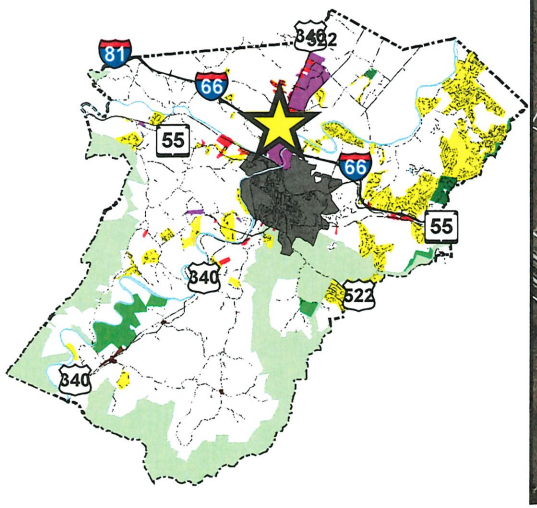
Warren County VA

CUP Location Map

CUP: Recreational Vehicle and Boat Storage
Applicant: 9700 Court, LLC

TM 12B--1-1---1
Winchester Rd
Hill and Dale Subdivision





Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
07/20/21	I-3	Conditional Use Permit #2021-05-03 9700 Court, LLC *Building in Excess of 50,000 Square Feet Located in the Route 340/522 Highway Corridor Overlay District*

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.
2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.
4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.
5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.
6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:
    a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.
    b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.
    c) Provide for adequate parking and ingress and egress to public streets or roads.
    d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.
    e) Prevent such use from changing the character and established pattern of development of the community.

RECOMMENDED CONDITIONS:

1. The applicant shall comply with all Virginia Department of Transportation, Town of Front Royal Public Works Department, Warren County Building Inspections, and applicable environmental regulations and requirements.
2. The applicant shall submit a formal site plan to the county prior to the issuance of a building permit.
3. The exterior façade of the building shall meet the County's Highway Overlay District and as approved by the Warren County Planning Department.
4. All mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.

PLANNING COMMISSION STATUS:

On Wednesday, June 9, 2021, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Longo and approved by the Planning Commission by a vote of 4-0.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of 9700 Court, LLC for a Building in Excess of 50,000 Square Feet Located in the Route 340/522 Highway Corridor Overlay District with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of 9700 Court, LLC a Building in Excess of 50,000 Square Feet Located in the Route 340/522 Highway Corridor Overlay District. (List reasons)

SUBMITTED BY:	**DISPOSITION OF COMMISSION:**	**PROCESSED BY:**
Joseph Petty, Planning Director	☐ APPROVED ☐ OTHER (Describe)	

Conditional Use Permit: 2021-05-03 / Building in Excess of 50,000 Square Feet Located in the Route 340/ 522 Highway Corridor Overlay District
9700 Court LLC, *Applicant*
Prepared: May 5, 2021
Staff Contact: Joseph Petty, Planning Director

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a Building in Excess of 50,000 Square Feet Located in the Route 340/ 522 Highway Corridor Overlay District. The property is located at on Winchester Road in the North River Magisterial District. The building is part of a proposed Enclosed Self-Storage Facility which will consist of two phases. The first phase includes a building footprint of 21,000 square feet, the three levels total 63,000 square feet, which provides 48,058 square feet of rentable space.

The property lies within the County's highway overlay district, which has architectural requirements on all building facades visible from the corridor highway (Route 340/522).

PROPERTY INFORMATION

Property Location: Winchester Road
Tax Map ID: 12B--1-1---1
Magisterial District: North River
Subdivision: Hill and Dale
City: Front Royal
Zoning: Commercial (C)
Acres: 3.2128 Acres (7.619 total)
Existing Land Use: Vacant

SURROUNDING ZONING DISTRICTS & USES

North:	Zoned Residential-One (R-1)	Use: Single-Family Dwellings
South:	Zoned Residential-One (R-1) & Commercial (C)	Use: Single-Family Dwellings & Convenience Store
East:	Zoned Commercial (C)	Use: Auto Dealerships and Building Materials Store
West:	Zoned Residential-One (R-1)	Use: Single-Family Dwellings

PROPERTY HISTORY

On December 21, 2004, the Board of Supervisors approved Marlow Investments, LC's request to rezone and change the zoning map classification of the subject property; and a portion of right-of-way of "Gore Avenue" (Emerald Lane). The property was rezoned from Residential-One (R-1) to Commercial (C) and the proposed use of the property was for a shopping center. The total property assembled by the applicant for the shopping center is a total of 7.619 acres.

There are four sets of proffers for this development because land was acquired at different times and subsequently rezoned at different times, as well as a conditional use permit for a shopping center with various conditions that was approved by the Board. The applicant proffered to dedicate the 60 feet of right-of-way for the collector road at the time of final site plan approval. Other transportation improvements included: access-egress plan to serve neighboring properties to the north and south; dedication of all right-of-way along the property frontage with Old Hill and Dale Road to ensure adequate road connection between Rt. 340/522 and the future collector road; north and south bound turn lanes on Rt. 340/522; right-of-way along the entire frontage on Rt. 340/522 for a third through lane; and more.

On April 20, 2021, the Board of Supervisors approved Marlow and Silek Investments, LLC request to amend all four of their proffer statements to allow the use of "Enclosed Storage with the Storage of Recreational Vehicles and Cars." Their proffer statements restrict the use of the property to an additional seven uses which include:

ATTACHMENTS

□ Agency Comments	□ Application	□ Health Permit	□ Letter from Applicant
□ Location Map	□ Public Comments	□ Submitted Plans	□ Other: _____

Auto sales and auto parts, general retailing and wholesaling, office, restaurant, convenience, hotel or motel, and personal service establishment such as barbershop, laundry or financial institution.

The Board also approved an amendment to R2004-09-01 to reduce the width of right-of-way dedication from 60 feet to 50 feet for the future planned north-south connector road. The proposed collector road has been on the County's plans for 20 years and we have received right-of-way from other developers for the purpose of constructing this road.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for commercial land uses. An Enclosed Storage facility is a use allowed by conditional use permit in the Commercial zoning district and is compatible with the current Warren County Zoning Ordinance. The Commercial (C) district is intended, "for areas suitable for the conduct of general business not characterized by either constant heavy trucking or nuisance factors and to which the public requires direct and frequent access."

SUPPLEMENTARY REGULATIONS

Warren County Zoning Ordinance: § 180-29.1: Highway Corridor Overlay (HC) District.

The property lies within the 1000' HCOD, which should address architectural details, landscaping, screening, and overall appearance. There is a proposed collector road to the rear of the property shown in the County's Comprehensive Plan. The applicant should plan for this in the site plan phase of the project.

Staff will be working with the applicant to ensure that buildings are earth tone in appearance and meet the material requirements as stated in the ordinance and proffers.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. *Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The applicant shall comply with all Virginia Department of Transportation, Town of Front Royal Public Works Department, Warren County Building Inspections, and applicable environmental regulations and requirements.
2. The applicant shall submit a formal site plan to the county prior to the issuance of a building permit.
3. The exterior façade of the building shall meet the County's Highway Overlay District and as approved by the Warren County Planning Department.
4. All mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.

Cc: 9700 Court LLC - Owner/ Applicant

Statement of Justification

9700 Court LLC Proposal for Self Storage Facility
Tax map: 12B 1 1 1, North River Square Lot #4
Winchester RD. Front Royal, VA 22630 April 26, 2021

To: Warren County Planning and Zoning Commission and Board of Supervisors,

We are proposing the construction of a three story climate controlled self storage facility located at Tax map: 12B 1 1 1, North River Square Lot #4 Winchester RD. Front Royal, VA 22630. The building and parking are being proposed on the north eastern area of the 3.2128 acre lot. Through our own research as well as a feasibility study performed by the self storage experts at Self Storage 101, Bob and Bill Copper it is clear the surrounding community is underserved in this industry especially with the complete lack of climate controlled units. Our design and plans for management would provide a professional and higher standard storage option than is currently available in Front Royal as well as surrounding areas, including security cameras, 24 hour monitoring, self storage industry specialized 3rd party management, landscaping, and controlled access

We have contracted North River Square Lot #4 along Winchester Road. This lot is the back parcel of the 4 lots being sold by Marlow and Silek Investments LLC, so the building will not sit directly on Winchester Road which will allow county disired retail and service commerical projects to be front and center in the development of the parcel. Self storage is a quiet use and low traffic commerical entity and we will also utilize capped lighting so as not to interfer with the surrounding residential development. Construction will still follow architectural design standards set by the county for the commercial corridor requirements. The lot is currently empty and VDOT has already paved and lined the turn lane at the main entrance of the lots. Further improvements to said lots will be internal roads, sewer, water, and electric service.

We have already engaged a trusted architectural firm to create a basic footprint to fit the unit mix that our 3rd party professional management company designed to fit the needs for the area. The buildings footprint would be 21,000 SQFT, containing three levels to equal 63,000 SQFT which gives us 48,058 SQFT of Net Rentable Square Footage. We are also planning to have parking storage located behind the building and along the north western corner of the lot to be hidden from view from Winchester Road.

Feasibility study findings are based on an industry standard 5-mile radius maximum analyzing key indicators such as competition, population, area growth, traffic counts, current SQFT of storage available and demand analysis. The study found that currently the 5-mile radius includes four other facilities which provides 4.53 SQFT/person while it could support 7.50-8 SQFT/person. The current amount of self storage is equal to 94,525 SQFT while the area should support 225,000 SQFT. This is less than half of what the area can support and none of it is

climate controlled. Our research also found that for 2 plus years all facilities have been at or just shy of full rental capacity.

We look forward to providing a much needed service for Warren county. We currently own and operate two other facilities and pride ourselves in the improvements and growth we have created within both facilities. Our plans are to provide a clean, well kept, professional business that will thrive with the community.

WCUP-000105-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: [redacted] 2021-05-03
Date Received: _____
Fee Amount: $ 500.00
Date Paid: 5/10/2021 CK#36446

Applicant Information:

9700 Court, LLC
Applicant Name

P.O. Box 1233	Locust Grove	VA	22508
Address	*City*	*State*	*Zip*

North River Square, Lot #4, Winchester Rd. Front Royal, VA 22630 Tax Map 12B 1 1 1
Property Location for conditional use permit if Different than Applicant's Address

804-313-9874 kevin@bandkproperties.com
Primary Contact Number *Email*

Marlow & Silek Investments, LLC
Property Owner (if same as applicant, leave blank)

707 North Commerce Ave.	Front Royal	Virginia	22630
Address	*City*	*State*	*Zip*

540-671-0412
Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

(1) Address/Location: North River Square, Lot #4, Winchester Rd. Front Royal, VA 22630
(2) Election District: North River
(3) Tax Map Number: 12B 1 1 1
(4) Subdivision Name: Hill and Dale
(5) Total Area of Property (acres): 3.2128 AC
(6) Total Area to be Used (acres): 3.2128 AC
(7) Total Road Frontage (feet): 451'
(8) Depth of Property (feet): 293'
(9) Present Zoning: Commercial

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Roughly 63,000 SF building

(2) Current land use and condition of site: Vacant

(3) Zoning of surrounding land/property: Commercial / Residential

(4) Will development be staged? ☒ Yes ☐ No

(5) Construction Time: ~24 months

(6) Season, days, and hours of operation: year round, daytime business hours, limited weekend

(7) Will there be a sign? ☒ Yes ☐ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No

(9) Number of full time employees: 2

(10) What type of sewage disposal system will be used? ☐ Private ☐ Central ☒ Public

(11) Number of persons to be served by the sewage disposal system: _____

(12) Number of parking spaces to be provided: Regular 10 Handicap 2

(13) What is the proposed landscaping and buffering for this property? As required / agreed upon

C. Plans Prepared By

Name: Greenway Engineering

Address: 151 Windy Hill Lane Winchester, Virginia 22602

Telephone Number: 540 662-4185

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) No

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) No

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) No - and it is strictly forbidden to store hazardous substances in the customer agreements

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. None.

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) No

(6) What will be the impact on traffic? No, traffic to and from the facility will be minimal as Self Storage is a very low traffic use.

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. Yes. Lighting on building and on site will be designed to cut off at the property line.

The following documents and/or information are required to be submitted with the application:

☐ **An application fee of $500.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of $500.00 will be required at the time of submittal.

☐ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☐ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☐ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**

The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**

A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

Take N Commerce Ave North, Right onto N Royal Ave, right onto US-340 N/US-522 N . Site is on the left, just North of the Royal Farms gas station

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Applicant Signature — Date: 4/29/21

Property Owner Signature — Date: 4-29-21

Accepted by: _____ Date: _____

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

ENVIRONMENTAL IMPACT STATEMENT

9700 COURT, LLC - SELF STORAGE
CONDITIONAL USE PERMIT

North River Magisterial District
Warren County, Virginia

Tax Map 12B 1 1 1
Conditional Use Permit (3.2128 Acres)

April 26, 2021

Prepared for: 9700 Court, LLC

9700 Court LLC Self Storage
Conditional Use Permit
ENVIRONMENTAL IMPACT STATEMENT

Introduction:

Both a Phase 1 Environmental Site Assessment (ESA) and geotechnical report including test borings have been completed for the site with an address of Winchester Road/Emerald Lane, Front Royal, Virginia 22630 including the 3.2128-acre lot #4 at the rear of the parcel.

The site of proposed work is located approximately 1/2 mile north of Interstate 66 with access off of US-340 / VA Route 522 on an approximately 7.619-acres North River Square property including the proposed Self-Storage parcel consisting of the approximately 3.2128-acre lot #4 at the rear of the property. The site is currently zoned a Commercial (C) District. The proposed use would keep the Commercial zoning, and add two Conditional Use Permits (CUPs) for self storage and boat and recreational vehicle RV) parking.

Conditions:

The site is a vacant lot which had no major environmental issues discovered during the investigation process. Per the Phase 1 ESA, some minor staining surface conditions and site debris were observed including tires, scattered refuse material, and abandoned building foundations. Geotechnical test borings revealed subsurface conditions to be as expected of the area.

Basic information:

Location:	Winchester Road, 1/2 mile north of Interstate 66 Access directly from Route US RT 340 / VA RT 522)
Magisterial District:	North River
Property ID Number:	12B- 1 1 1
Current Zoning:	Commercial (C) District
Current Use:	Vacant land
Proposed Use:	Enclosed Climate Controlled Self Storage Units, Drive-up Units, and Boat and RV Storage
Proposed Zoning:	Commercial (C) with CUP for above uses
Total conditional use permit area:	Approximately 3.2128 acres

Environment:

Development of the site is not anticipated to produce any negative environmental impacts beyond what is normally part of construction and development and will be performed in accordance with all applicable regulations and permit requirements.

A Phase 1 ESA was compiled on September 11, 2020 by Triad Engineering and is provided with this submission for reference. While de minimis surface contamination conditions were observed, no recognized conditions were found. Other conditions including abandoned foundations, old tires and scattered refuse. Unacceptable site conditions will be remedied as part of the development process.

A Geotechnical report with test borings indicating subsurface conditions was compiled for the site on November 5, 2020, and is included with this submission for reference. Generally karst terrain exists, with some fill along with a reduced amount of topsoil, which coincides with previous lot clearing activity. No adverse conditions were found in the investigation, and the report finds the site capable of foundation development as expected in the area.

Stormwater Management will be designed by Greenway Engineering, LLC to address quality and quantity per Virginia DEQ requirements.

The site is not located within a Federal Emergency Management Agency (FEMA) flood plain. A flood plain study is not required.

Public Sewer and Water:

The site will have water and sewer run to the edge of the property by the land sellers, Marlow & Silek Investments, LLC as per the purchase and sale agreement.

Additional Considerations:

There is an overhead power line running across the front of the site, which will be re-routed as part of the larger site improvements from the land seller as part of conveyance. Electric service will be run to the property boundary by Marlow & Silek Investments, LLC once a location is agreed upon.

There is an Underground Storage Tank (UST) associated with another nearby site downslope of the subject property. According to the Phase 1 ESA, the tank does not have any leakage reports and was found to not pose environmental risk.

Community Impact Statement

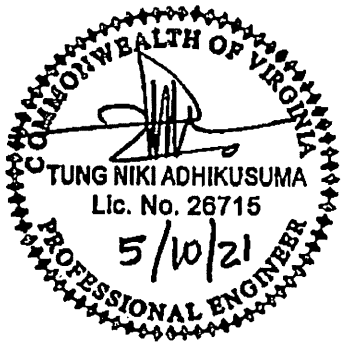
9700 Court LLC- Self-Storage

North River Square, Lot#4, Winchester Rd.
Front Royal, VA 22630
North River Magisterial District, Warren County Virginia
Tax Map Parcel 12B 111
Conditional Use Permit for 3.2128 Acres

Prepared for:
9700 Court LLC
P.O. Box 1233
Locust Grove, VA 22508

Prepared By:
Tung Niki Adhikusuma, P.E.
Greenway Engineering, Inc.

May 10, 2021



GREENWAY
ENGINEERING

151 Windy Hill Lane
Winchester, VA 22602Telephone 540-6624185
Fax 540-722-4185 Acres
www.greenwayeng.com

9700 Court LLC Self Storage
Conditional Use Permit
Community Impact Statement

Introduction

The following report describes potential community impacts of self-storage and boat and recreational vehicle (RV) storage at the approximately 3.2128-acres single parcel identified as Marlow & Silek Investment, LLC, TM-12B-111 Commercial (C) District, located in the Highway Corridor Overlay District. The development of this single parcel is subject to two conditional use permit (CUPS) approvals, one for self-storage units and another for boat and RV storage, and proposed construction will implemented according to market demands.

The subject site is located at North River Square, Lot #4, Winchester Road (US340/VA522) just north of the Warren County/Crooked Run retail hubs and has 451' of road frontage and is approximately 0.6 miles north of interstate I-66. There is an existing VDOT-approved entrance from southbound Winchester Road (VA522); this entrance includes a deceleration right turn lane that was constructed in the past 3 years.

The adjacent properties to the east are part of the original 4 parcels with commercial zoning. North of the parcel is Donovan's property, zoned for residential use, and to both the south and the west are Luther Anderson's properties zoned for residential use.

Currently, the subject parcel is zoned as Commercial (C) District; the applicant, 9700 Court LLC Self Storage is proposing to develop and construct approximately 105,000 GSF of climate-controlled storage and possible drive-up units along the accessibility outside the walls. The applicant is proposing to develop the site in two Phases: Phase 1 will include a 3-level climate-controlled Building 1, potentially along with drive-up units along the accessible walls and boat and RV storage in the rear parking area. All proposed uses are permitted in commercial zoning districts with a CUP approved by the Board of Supervisors.

Phase 1 includes indoor storage units in a 3-level climate-controlled building with window features to mimic office windows located on the north side of property at the 50' set back line; the east wall facing Winchester Road will be in architectural conformance to requirements of the Highway Corridor overlay district. The proposed improvements will be visible from the road and will be located adjacent to the existing access entrance. All boat and RV storage will be located at the rear parking area along the west property line and approximately 500 feet from edge of Winchester Road. This development project is found to be in conformance with the Warren County Comprehensive Plan specifically within the Land Use and Growth Management chapter on Commercial and Industrial Development Corridor 10 and Highway Plan.

Basic information

Location:	North River Square, Lot #4, Winchester Road, 0.6 miles north of Interstate-66 (Access directly Route US RT 340/ VA RT 522)
Magisterial District:	North River
Tax Map ID Numbers:	12B-111
Current Zoning:	Commercial (C) District
Current Use:	Vacant land on commercial zone
Proposed Use:	Self-Storage Climate Controlled (indoor) Facility, and possible drive-up units along the west wall, boat and RV storage
Total Commercial area:	Approximately 3.2128 acres
Total CUP area:	Approximately 3.2128 acres

1. Law Enforcement

Warren County law enforcement headquarters is located in the Public Safety Building at 200 Skyline Vista Drive, approximately four miles away from the subject site. While response time is related to the availability and proximity of Warren County Sheriff Department units in the field at the time of need, travel time from the headquarters office to the 9700 Court LLC- Self-Storage facility should generally be about fourteen minutes.

The surrounding area consists of commercial-type development and there is a nearby interchange related to hospitality and light industrial uses. Future adjacent development includes potential commercial and industrial/institutional uses. The currently vacant property demands law enforcement services for numerous vacant property activities, meaning that proposed development for commercial self-storage use will have little to no impact on law enforcement, fire and rescue, and emergency service demand. Importantly, the entire facility will be fenced with secure gate access.

Additionally, while the property is separated from the Town of Front Royal by the Shenandoah River and the Interstate-66 interchange, there should be no significant concerns related to natural terrain or other natural barriers that would inhibit emergency service response.

Finally, the real estate tax revenue generated by the development of 9700 Court LLC- Self-Storage should far outweigh the cost of local government services.

2. Fire and Rescue Services

Fire and rescue services for this property are provided by Company 10; North Warren, of the Warren County Fire and Rescue system, located just over 0.25 mile from the subject site. Due to the short distance, there should be a very short response time for fire and rescue services. While Company 10 is staffed during the weekday daytime hours with career personnel, backup is provided by Company 1; Front Royal and then Company 3, South Warren. There are no significant natural terrain or physical barriers that would inhibit fire and rescue response to the property, and further development will not increase demand.

3. Educational Facilities and Services

The only impact of the proposed development on educational facilities will the generation of annual real estate tax revenue and other business-related revenue for funding public education.

4. Parks and Recreation

The proposed commercial development of self-storage units and boat and RV storage will have no impact on Parks and Recreation, described as the following: Bing Crosby Baseball Stadium, The Front Royal Golf Club, the Raymond Sandmeyer, Youth Center, the Gertrude E. Miller Community Park, the Claude A. Stokes Community Swimming Pool, the Skyline Soccer plex, Warren County Dog Park, Carson Walking Trail, Riverton/ Front Royal Golf Club Boat Landings and Rockland Park and various other facilities. The Avtex Redevelopment project on the former Avtex Fibers site will also be unaffected.

5. Library

The development of self-storage and boat and RV storage will not have any notable impact on County Library facilities, other than the generate annual sales tax revenue, annual real estate tax revenue, and other business-related revenue to fund public services. The closest County Library facility is the Warren County Samuels Public Library, located in the Town of Front Royal.

6. Solid Waste Facilities

All solid waste generated by the tenants and staff workers of the self-storage facility will be minimal. Bathroom facilities and convenience centers will be located inside the office building. All solid waste generated from self-storage activities will be collected at the proposed dumpster site, located in the rear parking area.

7. **County Administrative Services**

As stated, the development of the property will require two approved CUPS. There are fees associated with applications for these and any construction related permits which will offset the demand for public administrative services. The proposed development will also generate additional annual sales tax revenue, annual real estate tax revenue, and other business-related revenue. This revenue can be utilized to fund government operational costs and capital projects. Importantly, the development of this property will be a positive contribution to Warren County tax revenue.

8. **Transportation**

The existing main entrance and turn lane along southbound 522, including the pavement striping for these 4 commercial parcels, was previously constructed concurrent with the entrance of Royal Farm gas station. 9700 Court LLC Self Storage will be accessed directly from this existing entrance. All plans will be submitted and subject to VDOT review and approval. The property is located along the Royal Trolley and Corridor Connector public transportation bus services that are ADA compliant and run from Monday thru Saturday.

No significant impact of traffic will be generated as the proposed self-storage development results in low traffic use. Traffic generated by the facility will vary during any given 24-hour period.

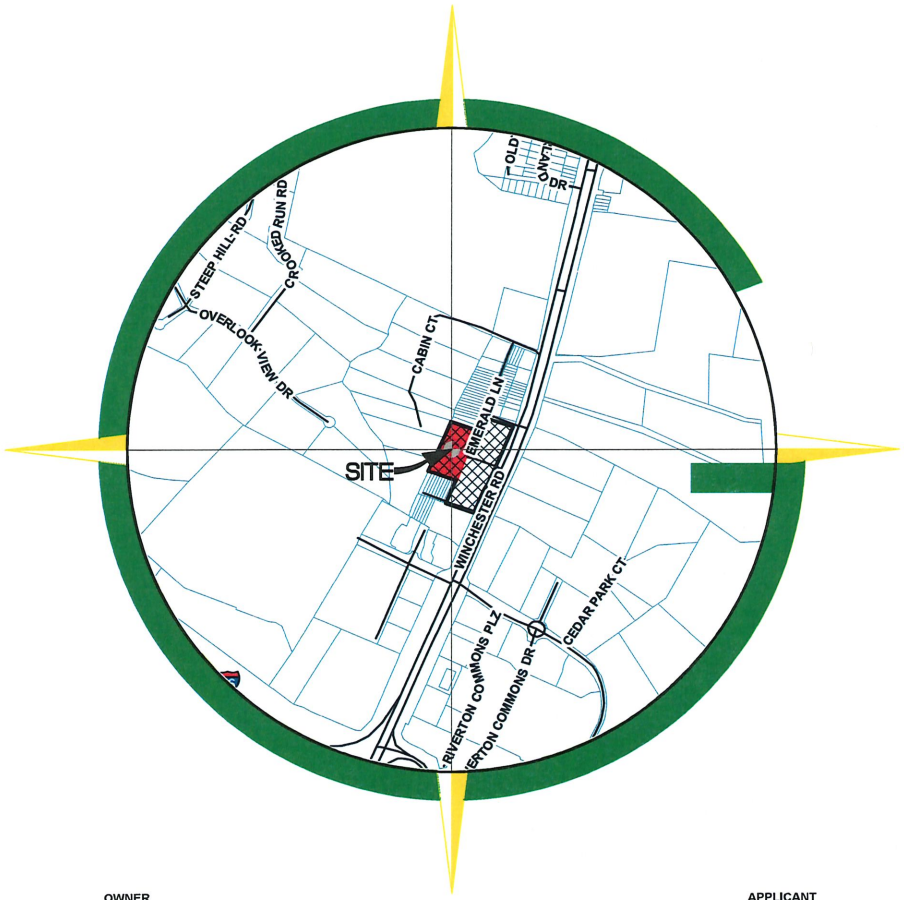
9. **Landscape screening**

There are two existing residential uses directly adjacent to the property lines, Luther Anderson on the south side property line and Donovan on the north side property line. The development of self-storage and boat and RV storage will provide rows of trees landscape screening and will be planted in such of way that will maximize the screening purposes. The trees selection for the proposed landscape screening are as follow: Northern Bayberry, Fragrant Sumac and Green Giant Arbovitae, see landscape plan.

9700 COURT LLC - SELF STORAGE
GENERAL DEVELOPMENT PLAN
FOR CONDITIONAL USE PERMIT

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

Plan Revisions	
Date	Comment



VICINITY MAP
SCALE: 1" = 1000'

CALL "MISS UTILITY"

VIRGINIA UTILITY PROTECTION SERVICE (VUPS) AT 811 OR 1-800-552-7001, 48 HOURS PRIOR TO THE START OF WORK. EXCAVATORS MUST NOTIFY ALL PUBLIC UTILITY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATING OR BLASTING AND HAVE THOSE FACILITIES LOCATED BY THE UTILITY COMPANIES PRIOR TO COMMENCING EXCAVATION. THE EXCAVATOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL COUNTY REQUIREMENTS, VIRGINIA CODE AND REGULATIONS.

UTILITY NOTICE REQUIRED

Contractors shall notify all public utility operators who maintain underground utility lines in the area of proposed excavating or blasting at least two (2) working days, but not more than ten (10) working days, prior to commencement of excavation or demolition. Names and telephone numbers of the operators of underground utility lines appear below. These numbers shall also be used to serve in an emergency condition.

Water/Sewer:	Frederick Water P.O. Box 1977 Winchester, VA, 22604 (540) 868-1061
Power:	Rappahannock Electric Coop 137 Kelly Court Front Royal, VA 22630 1-800-552-3904
Phone:	Verizon P.O. Box 17398 Baltimore, MD 21297 (301) 954-6282
Gas:	Shenandoah Gas Co. P.O. Box 2400 Winchester, VA 22604 (540) 869-1111

OWNER
MARLOW & SILEK INVESTMENT, LLC
707 NORTH COMMERCE AVE.
FRONT ROYAL, VIRGINIA 22630
CONTACT: MIKE SILEK

APPLICANT
9700 COURT, LLC
P.O. BOX 1233
LOCUST GROVE, VIRGINIA 22508
CONTACT: KEVIN TOMAYKO
EMAIL: kevin@bandkproperties.com

SURVEY AND TOPOGRAPHIC INFORMATION

1. Boundary survey was performed by: BROGAN LAND SURVEYING PLC Dated: 2021
2. Aerial, horizontal, and vertical control surveys were performed by: COUNTY 2' TOPO 2016 (Year)
3. Aerial topographic mapping performed by: COUNTY AERIAL MAPPING Dated: NA

APPROVALS

WARREN COUNTY PLANNING DIRECTOR — DATE

*APPROVAL OF THESE PLANS SHALL EXPIRE FIVE (5) YEARS FROM THE DATE OF PLANNING APPROVAL

*EAS APPROVAL OF THESE PLANS SHALL EXPIRE ONE HUNDRED EIGHTY (180) DAYS AFTER APPROVAL DATE

151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
Fax: (540) 722-9591
www.greenwayeng.com

GREENWAY ENGINEERING
PROJECTS SERVING VIRGINIA & WEST VIRGINIA
OFFICES IN: WINCHESTER, VA & MARTINSBURG, WV

COVER SHEET
9700 COURT, LLC- SELF STORAGE
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

Rev. No.	Date

COMMONWEALTH OF VIRGINIA
TUNG HSIEH ADMINISTRATIVA
Lic. No. 28715
4/30/21
PROFESSIONAL ENGINEER

DATE: APRIL 30, 2021
SCALE: N/A
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 1 OF 4

LIST OF SERVICES: CIVIL ENGINEERING I GIS I LAND SURVEYING I ENVIRONMENTAL I ANALYTICAL LABORATORY I QUALITY CONTROL TESTING & INSPECTIONS

GENERAL NOTES

1. Greenway Engineering, Inc. (GE) issued this plan set based on project criteria dictated by the client and municipal codes. This plan set is not considered complete or appropriate for construction until ALL necessary agencies have given approval AND this plan set is signed and sealed by a licensed professional. Any work, planning, scheduling, material purchases and/or construction prior to approvals and licensed/professional sealing will be performed at the risk of the personnel authorizing work. GE shall be held harmless from and costs, time delay and/or material changes incurred on work started before this plan set receives approvals and seals.
2. Methods and materials used in the construction of the improvements herein shall conform to current County Construction Standards and Specifications and/or current VDOT Standards and Specifications.
3. The Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures nor for safety precautions and programs in connection with work shown on these plans. The Engineer is not responsible for the contractor's schedules or failure to carry out the work. The Engineer is not responsible for acts of omissions of the contractor, subcontractor, or their agents or employees, or any other person performing portions of the work.
4. The Contractor, Owner or Developer shall be responsible for securing any third party inspection/testing service to insure construction compliance with these plans and specifications. It is Greenway Engineering's recommendation that a third party inspection/testing service be employed to ensure that project is completed and materials installed meet the details and specifications in these plans.
5. The location of existing utilities shown in these plans are taken from existing records. It shall be the contractors responsibility to verify the exact horizontal and vertical location of all existing utilities as needed prior to construction. The contractor shall be responsible for the digging of all test holes that may be required, whether recommended or not by these plans, to determine the exact location and elevation of existing utilities. If any conflicts arising from this existing utility verification or if during the course of construction, any object of an unusual nature is encountered, the contractor shall cease work in that area and immediately notify Greenway Engineering at (540) 662-4185 and/or the proper authority. Greenway Engineering or any engineer associated with these plans shall not be responsible or liable for any construction cost that may be associated with the installation or reinstallation any utility or other improvements if not notified of any discrepancies between actual field conditions and the approved plan.
6. The approval of these plans in no way relieve the developer, the contractor, or their agents of any legal responsibility which may be required by the code of Virginia or any other ordinance enacted by the County nor does it guarantee the issuance of any required permit by the County, VDOT or any other Agency.
7. An approved set of plans and all applicable permits must be available at the construction site at all times during construction. A representative of the developer must be available at all times.
8. Prior to the initiation of any land disturbing activities the Developer, the Contractor or the Responsible Land Disturber shall obtain a Land Disturbance Permit from the Building Inspections Office. The Contractor, Developer or his agent shall be responsible for obtaining a Virginia Stormwater Management Program (VSMP) Permit and shall be responsible for the registration of the construction site as required by law. They shall also be responsible for obtaining and maintaining on site a Stormwater Pollution Prevention Plan (SWPPP). The approval of these plans in no way relieves the developer or his agent of the responsibilities contained in the Virginia Erosion and Sediment Control Handbook.
9. The Developer or his agent shall be responsible for obtaining any required permits from the Virginia Department of Environmental Quality (DEQ) or the United States Army Corp of Engineers for any plan wetland disturbance as shown on these plans. They shall also be responsible the identification and delineation of any wetlands that may be present on the construction site.
10. The contractor shall provide adequate means of cleaning mud from trucks and/or other equipment prior to entering public streets, and it is the contractors responsibility to clean streets, allay dust, and to take whatever measures are necessary to insure that public streets are maintained in a clean, mud and dust free condition at all times.
11. A permit must be obtained from the Office of the Resident Engineer, Virginia Department of Transportation (VDOT) and Warren County prior to any construction activities within existing State right-of-way.
12. The developer will be responsible for any damage to the existing streets and utilities which occurs as a result of his construction project within or contiguous to the existing right-of-way.
13. Warning signs, markers, barricades or flagmen should be in accordance with the State and Federal Manual on Uniform Traffic Control Devices (MUTCD).
14. The exact location of all guard rails and paved ditches will be determined by VDOT personnel. "A joint inspection will be held with the Developer, County Representatives, and Representatives of the Virginia Department of Transportation (VDOT) to determine if and where guard rail and/or paved ditches will be needed. The developer will be responsible for providing guardrail and paved ditches as determined by this joint inspection." Refer to Virginia Department of Transportation (VDOT) Guard Rail and Paved Ditch Specifications.
15. All unsuitable material shall be removed from the construction limits of the site plan before placing embankment.
16. All pavement sections shown on these approved plans are based on a minimum CBR value of 6 and are for preliminary design only. Final pavement design shall be based upon actual field tested CBR values. The Contractor or Developer shall be responsible for field tests per VDOT standards to obtain actual CBR values for final design. Final pavement designs will be approved by VDOT and/or the Owner/Developer, which ever applicable, prior to installation.
17. All springs shall be capped and piped to the nearest storm sewer manholes or curb inlet. The pipe shall be minimum 6" diameter and conform to VDOT standard SB-1.
18. When grading is proposed within easements of utilities, letters of permission from all involved companies must be provided to the Warren County prior to issuance of grading and/or site development permits.
19. Notification shall be given to the appropriate utility company prior to construction of water and/or sanitary sewer lines. Information should also be obtained from the appropriate authority concerning permits, cut sheets, and connections to existing lines.
20. The Developer and/or Contractor shall be responsible to supply all utility companies with copies of the approved plans and advise them that all grading shall conform to the approved plans, and further that the utility companies shall be responsible for horning these plans and the finished grades in the installation of their utility lines.
21. All utilities to be located underground.
22. Contractors shall notify operators who maintain underground utility lines in the area of proposed excavating or blasting at least two (2) working days, but not more than ten (10) working days, prior to commencement of excavation or demolition.
23. The developer will be responsible for the relocation of any utilities which is required as a result of his project. The relocation should be done prior to construction.
24. All parking lot/street light and dry utility design shall be performed and provided separately by others. All dry utility and or lighting information shown hereon is as specified by others and is included for informational purposes only, as directed by the Owner, Developer and/or public agency requirements. Greenway Engineering has not performed the lighting and/or dry utility design and does not warrant and is not responsible for the degree and/or adequacy of illumination on this project or the adequacy of the dry utility to service the site.
25. All sanitary sewers, water mains and appurtenances shall be constructed in accordance with the current standards and specifications of the Town of Front Royal.
26. All stormwater piping and structures shown on these plans are only accurate to the inlet or manhole locations as shown hereon. Detail design of stormwater structures were not provided to Greenway Engineering. Actual pipe alignments will be based upon developed structural shop drawings as provided by the manufacturer. Contractor shall make adjustments to pipe alignments base on provided shop drawings. Greenway Engineering will not be held responsible or liable for any discrepancies or changes caused by the structural design. Contractor may submit shop drawings to Greenway Engineering for review and approval at contractor's expense. Shop drawings will be reviewed for compliance with design plans. The Owner or Developer will be responsible for any redesign as a result of structural shop drawing design.
27. Controlled fills shall be compacted to 95% of maximum density as determined by method "A" per standard proctor AASHTO-T99, ASTM-D698, or VTM-1 as applicable. Density shall be certified by a registered professional engineer and results submitted to Warren County prior to pavement construction. If a geotechnical report has been prepared, it should supersede the requirements in this note.
28. Refer to Geotechnical Engineer for methods, materials and details for construction of all earthwork activities.
29. Any retaining wall 2 ft. or greater in height shall require the issuance of a separate building permit.
30. Construction debris shall be containerized in accordance with the Virginia Litter Control Act; no less than one litter receptacle shall be provided at the construction site.
31. These plans identify the location of all known gravesites. Gravesites shown on this plan will be protected in accordance with state law. In the event gravesites are discovered during construction, the owner and engineer must be notified immediately.
32. Individual sign permits will be required from the Zoning Office for all free standing and/or facade signs prior to erecting the sign and may require a separate building permit..

FIRE MARSHAL'S NOTE

Fire lane markings and signage:

Any "No Parking" signs and yellow painted curb locations will be installed by field inspection at the direction of Warren County Building Inspections Department.

VDOT GENERAL NOTES

V1. All work on this project shall conform to the current editions of and latest revisions to the Virginia Department of Transportation (VDOT) Road and Bridge Specifications and Standards, the Virginia Erosion and Sediment Control Regulations, and any other applicable state, federal or local regulations. In case of a discrepancy or conflict between the Standards or Specifications and Regulations, the most stringent shall govern.

V2. All construction shall comply with the latest U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), and Virginia Occupational Safety & Health (VOSH) Rules and Regulations.

V3. When working within VDOT right-of-way, all traffic control, whether permanent or temporary, shall be in accordance with the current edition of VDOT's Work Area Protection Manual. A transportation management plan needs to be submitted for approval and land use permit issued prior to any execution of work within the VDOT right of way.

V4 The developer shall be responsible for relocating, at his expense, any and all utilities, including traffic signal poles, junction boxes, controllers, etc., owned by VDOT or private / public utility companies. It is the sole responsibility of the developer to locate and identify utility facilities or items that may be in conflict with the proposed construction activity. VDOT approval of these plans does not indemnify the developer from this responsibility.

V5. Design features relating to field construction, regulations, and control or safety of traffic may be subject to change as deemed necessary by VDOT. Any additional expense incurred as a result of any field revision shall be the responsibility of the developer.

V6. If required by the local VDOT Land Development Office, a pre-construction conference shall be arranged and held by the engineer and/or developer with the attendance of the contractor (s), various County agencies, utility companies and VDOT prior to initiation of work.

V7. The contractor shall notify the local VDOT Land Development Office when work is to begin or cease for any undetermined length of time. VDOT requires and shall receive 48 hours advance notice prior to any required or requested inspection.

V8. The contractor shall notify the Traffic Operations Center at (540) 332-9500 for any traffic control plan that impacts a VDOT maintained Interstate or Primary roadway to provide notification of the installation and removal of the work zone.

V9. The contractor shall be responsible for maintaining a VDOT permitted temporary construction entrance(s) in accordance with Section 3.02 of the Virginia Erosion and Sediment Control Handbook. Furthermore, access to other properties affected by this project shall be maintained through construction.

V10. Contractor shall ensure adequate drainage is achieved and maintained on the site during and at the end of construction.

V11. All water and sewer lines within existing or proposed VDOT right-of-way shall have a minimum thirty-six (36) inches cover and when possible shall be installed under roadway drainage facilities at conflict points.

V12. Any unusual subsurface conditions (e.g., unsuitable soils, springs, sinkholes, voids, caves, etc.) encountered during the course of construction shall be immediately brought to the attention of the engineer and VDOT. Work shall cease in that vicinity until an adequate design can be determined by the engineer and approved by VDOT.

V13. All fill areas, borrow material and undercut areas shall be inspected and approved by a VDOT representative prior to placement of fill. A VDOT representative shall be present to insure the soil sample(s) obtained for CBR's is representative of the location. When soil samples are submitted to private laboratories for testing, the samples shall be clearly identified and labeled as belonging to a project to be accepted by VDOT and that testing shall be performed in accordance with all applicable VDOT standards and procedures.

V14. All roadway fill, base, subgrade material, and backfill in utility/storm sewer trenches shall be compacted in accordance with the lift thicknesses, density and moisture requirements as specified in the current VDOT Road and Bridge Specifications. Certified copies of test reports shall be submitted to VDOT daily, unless specified otherwise.

V15. VDOT Standard CD and UD underdrains shall be installed where indicated on these plans and/or as specified by VDOT.

V16. A post installation visual/video camera inspection shall be conducted by the Contractor on all pipes identified on the plans as storm sewer pipe and a select number of pipe culverts. For pipe culverts, a minimum of one pipe installation for each size of each material type will be inspected or ten percent of the total amount for each size and material type summarized. All pipe installations on the plans not identified as storm sewer pipe shall be considered as culvert pipe for inspection purposes. Additional testing may be required as directed by the Area Land Use Engineer or their representative.

V17. The installation of any entrances and mailboxes within any dedicated street right-of-way shall meet VDOT minimum design standards and is the responsibility of the developer.

V18. Prior to VDOT acceptance of any streets, all required street signage and/or pavement markings shall be installed by the developer in accordance with the Manual On Uniform Traffic Control Devices.

V19. The developer shall provide the VDOT Land Development Office with a list of all material sources prior to the start of construction. Copies of all invoices for materials utilized within any dedicated street right-of-way must be provided to the local VDOT Land Development Office prior to acceptance of the work. Unit and total prices may be obscured.

V20. Aggregate base and subbase materials shall be placed on subgrade by means of a mechanical spreader. Density will be determined using the density control strip in accordance with Section 304 of the VDOT Road and Bridge Specifications and VTM-10. A certified compaction technician shall perform these tests. Certified copies of test reports shall be submitted to VDOT daily, unless specified otherwise. In addition to checking stone depths, a VDOT representative shall be notified and given the opportunity to be present during the construction and testing of the density control strip.

V21. Asphalt concrete pavements shall be placed in accordance with Section 315 of the VDOT Road and Bridge Specifications. Density shall be determined using the density control strip as specified in Section 315 and VTM-76. A certified compaction technician shall perform these tests. Certified copies of test reports shall be submitted to VDOT daily, unless specifie otherwise. A VDOT representative shall be notified and given the opportunity to be present during the construction and testing of the control strip.

V22. In accordance with Section 302.03, the foundations for pipe culverts thirty-six (36) inches and larger shall be explored below the bottom of the excavation to determine the type and condition of the foundation. The contractor shall report findings of foundation exploration to the engineer and VDOT for approval prior to placing pipe. Foundation designs shall comply with VDOT Road and Bridge Standard PB-1. Where soft, yielding, or otherwise unsuitable foundation is encountered, the foundation design and/or need for foundation stabilization shall be determined by the engineer and approved by VDOT.

V23. VDOT Standard Guardrail shall be installed where warranted and/or as proposed on these plans in accordance with VDOTs installation criteria. Final approval of the guardrail layout to be given by VDOT after grading is mostly complete.

V24. Approval of these plans shall expire five (5) years from the date of the approval letter.

V25. VDOT Standard CG-12 Curb Ramps shall be installed where indicated on these plans and/or as specified by VDOT.

V26. The foundations for all box culverts shall be investigated by means of exploratory borings advanced below proposed foundation elevation to determine the type and condition of the foundation. The contractor shall submit copies of borehole logs and report findings of foundation exploration to the engineer and VDOT for approval prior to constructing box. Foundation designs shall comply with VDOT Road and Bridge Standard PB-1. Contrary to the Standard, where rock is encountered and cast-in-place box is proposed, the thickness of bedding shall be six (6) inches. Where soft, yielding, or otherwise unsuitable foundation is encountered, the foundation design and/or need for foundation stabilization shall be determined by the engineer and approved by VDOT.

TRIP GENERATION DATA

CLASS	USE	UNITS	* TRIP RATE	VPD
ITE CODE 151	MINI WAREHOUSE	105,000 GSF	2.38 Per 1000 GSF	250

* TAKEN FROM ITE TRIP GENERATION 9TH EDITION

PROJECT NOTES

NOTES:

1. THESE PLANS ARE IN CONFORMANCE WITH WARREN COUNTY STANDARDS AND ORDINANCES. ANY DEVIATION OR CHANGE IN THESE PLANS SHALL BE APPROVED BY THE ZONING ADMINISTRATOR PRIOR TO CONSTRUCTION.
2. ALL UTILITY SERVICE LINES, SUCH AS ELECTRIC, TELEPHONE, CABLE, TELEVISION, OR OTHER SIMILAR LINES SERVING INDIVIDUAL PAD SITES, SHALL BE PLACED UNDERGROUND.
3. FOR FILL IN AREAS OF PROPOSED STRUCTURES, ROADWAY. PLEASE SEE CURRENT GEOTECHNICAL REPORT FOR MINIMUM CONTROLLED FILL REQUIREMENTS. ALL CONTROLLED FILLS SHALL BE PLACED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND COORDINATED WITH THE DEVELOPER'S GEOTECHNICAL ENGINEER.
4. CONTROLLED FILL SHALL BE COMPACTED TO 95% DRY DENSITY PER AASHTO T-99.
5. SLOPE STABILITY ANALYSES WILL BE REQUIRED FOR ANY SLOPE STEEPER THAN 3:1.
6. PROPOSE RETAINING WALL GREATER THAN 2 FEET IN HEIGHT SHALL BE SUBMITTED TO WARREN COUNTY BUILDING INSPECTIONS FOR SEPARATE APPROVAL.
7. Loading and service bays. Loading areas, service entrances and service bays shall be oriented and/or screened so as not to be visible from the corridor highway.
8. Waste disposal areas. Dumpster and other waste disposal areas shall be completely screened from the public view by means of a board-on-board fence and landscaping, or similar opaque material.Utilities. Utility lines, such as electric, telephone, cable television or similar lines, shall be installed underground. This requirement shall apply to lines serving individual sites as well as to utility lines necessary within the project. All junction and access boxes shall be screened. All utility pad fixtures and meters shall be shown on the site plan. The necessity for utility connections, meter boxes, etc., should be recognized and integrated with the architectural elements of the site plan. All underground utilities shall be installed within easements parallel to street rights-of-way or lot lines when possible.
9. Outside storage/display of goods. Outside storage or display of goods shall be completely screened from the view of the corridor highway. Outdoor storage shall include the parking of all company owned and operated vehicles, with the exception of passenger vehicles.
10. Fences. Fences exceeding four feet in height shall be located in side and rear yards only. Chain-link fences, including those with slats, are discouraged, particularly where visible from a public right-of-way. No chain-link fences shall be permitted in the front yard in the HC District.
11. Mechanical equipment. Mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.
12. Materials. Building materials should be typical of those prevalent in Warren County, including stucco, brick, architectural block, wood siding, and standing seam metal roofs. Inappropriate materials include reflective glass and metal wall panels. No facade visible from adjoining property or the corridor highway shall be constructed of unadorned cinder block, corrugated metal or sheet metal.
13. Color. The permanent color of building materials (to be left unpainted) should resemble the predominant tones, primarily earthen tones, along the corridor. Garish and striking colors should be avoided.
14. Lighting will be installed in accordance with § 180-49.2 of this ordinance.

TOWN OF FRONT ROYAL GENERAL CONSTRUCTION NOTES

(To be included on all site plans)

1. For technical specifications and details refer to the Town of Front Royal Water and Sewer Standards and Specifications, latest edition. All construction shall be in accordance to these specifications. Any deviation or changes shall be submitted in writing to the Town for supplemental approval. Inspections shall be performed by the Department of Public Works. Contact: Director of Public Works at (540) 635-7819 or FAX (540) 635-8973.
2. Locations of utilities shown are approximate. Contractor shall be responsible field verifying the exact location, vertically and horizontally, of the utilities prior to any excavation or construction. The Contractor shall contact MISS UTILITY and all applicable utility companies for clearance prior to excavation. The Contractor shall be responsible for adhering to the Commonwealth of Virginia Underground Utility Damage Prevention Act, Chapter 10, Title 56 of the Code of Virginia.
3. Contractor shall be responsible for implementing and maintaining all erosion and sediment control measures necessary during construction in accordance with current state and local regulations. Disturbed area shall not remain denuded for more than seven (7) calendar days. During construction, all storm sewer inlets shall be protected by inlet protection, maintained and modified as required by construction process. Contractor shall contact the County Building Inspection Office at (540) 636-9973 prior to schedule inspections.
4. The Contractor shall provide adequate means of cleaning mud from trucks and/or other equipment prior to entering public streets. It is the Contractor's responsibility to clean streets, allay dust, and to take whatever measures necessary to ensure that the streets are maintained in a clean, mud and dust free condition at all times.
5. Any street or utilities damaged by Contractor or Sub-Contractor shall be sole responsibility of the primary contractor and properly and immediately repaired by the Contractor. Such repairs shall be to the original condition and shall be to the satisfaction of the Town Inspector.
6. All plastic sanitary sewer main pipe shall be 8" diameter, SDR 35, unless otherwise noted. Pipe bedding shall be determined by field conditions and Town Specifications.
7. All proposed water mains, hydrant branches and fire suppression lines shall be Class 52 ductile iron pipe with a minimum of 42" cover unless otherwise noted.
8. All 2" and smaller water services shall be type "K" copper pipe. Soldered joints on buried lines are not acceptable.
9. All precast concrete structures shall be minimum 4000 psi and 28 days with a bituminous coating.
10. The Contractor shall be responsible for acquiring all necessary permits before any construction begins.
11. The Contractor is responsible for adjustment of all utility boxes, vaults or other appurtenances to new finished grade elevations.
12. Contractor to relocate all signs and utilities required for this work.
13. Any planned disruptions of or tie-ins to existing utilities shall be coordinated with the appropriate utility owner. With the exception of emergencies, there shall be a minimum of 24 hours notice given by the Contractor to all residential, commercial and industrial utility users affected by utility interruptions.
14. The unauthorized use of water without due compensation is illegal. No person shall connect to or do any work on that portion of the system owned by the Town unless written authorization is received prior to commencing work.
15. Construction limits shall be property lines or as indicated by plan requirements.
16. Construction shall conform to the American with Disabilities Act (ADA) requirements. Curb ramps shall be placed where all sidewalks meet curbs.

LEGEND

- EXISTING INTERMEDIATE CONTOUR
- EXISTING INDEX CONTOUR
- PROPOSED CONTOUR (400)
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- TRANSITION TO REVERSE CURB
- EXISTING TELEPHONE LINE (T)
- PROPOSED TELEPHONE LINE (T)
- EXISTING STORM SEWER WITH INLET
- PROPOSED STORM SEWER WITH INLET
- EXISTING SANITARY SEWER WITH MANHOLE (S)
- PROPOSED SANITARY SEWER WITH MANHOLE
- PROPOSED SAN. LAT. CLEANOUT (S)
- EXISTING ELECTRIC SERVICE (E)
- PROPOSED ELECTRIC SERVICE (E)
- EXISTING GAS LINE (G)
- PROPOSED GAS LINE (G)
- EXISTING WATERLINE W/ TEE
- PROPOSED WATERLINE W/ TEE
- EXISTING FIRE HYDRANT/VALVE/METER
- PROPOSED FIRE HYDRANT/VALVE/METER
- PROPOSED REDUCER
- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- EXISTING TREE LINE
- FLOW LINE
- FENCELINE (X)
- EXISTING UTILITY POLE/GUIDE WIRE
- EXISTING TELEPHONE PEDESTAL
- SIGNS
- PARKING INDICATOR INDICATES THE NUMBER OF TYP. PARKING SPACES (12)
- HANDICAP PARKING
- VEHICLES PER DAY COUNT (100)
- PROPOSED BUILDING ENTRANCE
- SANITARY MANHOLE IDENTIFIER (12)
- STORM DRAIN STRUCTURE IDENTIFIER (6)
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION (35.3)
- LIGHT POLE

PROJECT INFORMATION

PARCEL IDENTIFICATION NO: TM 12B-1-1Lot 1
STREET ADDRESS: NORTH RIVER SQUARE Lot#4 WINCHESTER RD, FRONT ROYAL, VA 22630
PROJECT SITE AREA: 3.2128 ACRES
CURRENT ZONING: COMMERCIAL
CURRENT USE: VACANT
PROPOSED USE: SELF STORAGE
PREVIOUSLY APPROVED PLANS: NONE

COMMERCIAL ZONING ON HIGHWAY CORRIDOR DISTRICT REQUIREMENTS
MAX LENGTH/WIDTH RATIO: 4:1
LENGTH/WIDTH RATIO PROVIDED: 1.41:1
MINIMUM LOT AREA: 21,780 SQ FT
LOT AREA: 139,950 SQ FT
MIN. LOT WIDTH AT SETBACK: 100'
LOT WIDTH AT SETBACK: 453'

COMMERCIAL REQUIRED SETBACKS
FRONT: From 50'
SIDE: From property line 15'
REAR: From property line 15'

AREA CALCULATIONS

TOTAL SITE AREA = 3.2128 ACRES		
BUILDING AREA (Phase 1 & 2)	= 0.964 ACRES	
FLOOR AREA RATIO (FAR)	= 75 %	
PAVEMENT AND BUILDING AREA	= 2.073 ACRES	64.51%
OPEN SPACE	= 1.14 ACRES	35.49 %

NOTES:

1. The location, height, make, model, lamp type and wattage of each outdoor lighting fixture will be provided with final site plan submission and Certification that the angle of total light cutoff is no more than 90°
2. All outdoor lighting fixtures, including display lighting, will be turned off after close-of-business, unless needed for safety or security, in which case the lighting shall be reduced to the minimum level necessary.
3. All light fixtures that are required to be fully shielded will be installed and maintained so that the shielding is effective as described in the definition of a fully-shielded fixture in § 180-49.2H, Definitions
4. Light trespass from a property will be designed not to exceed one footcandle at the property line.
5. Outdoor lighting fixtures will comply with the shielding requirements of Section 180-49.2 Table F.
6. Landscape screening shall be provided in accordance to Warren County requirements

GREENWAY ENGINEERING
FND 1971
151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
Fax: (540) 722-9528
www.greenwayeng.com

GENERAL NOTES

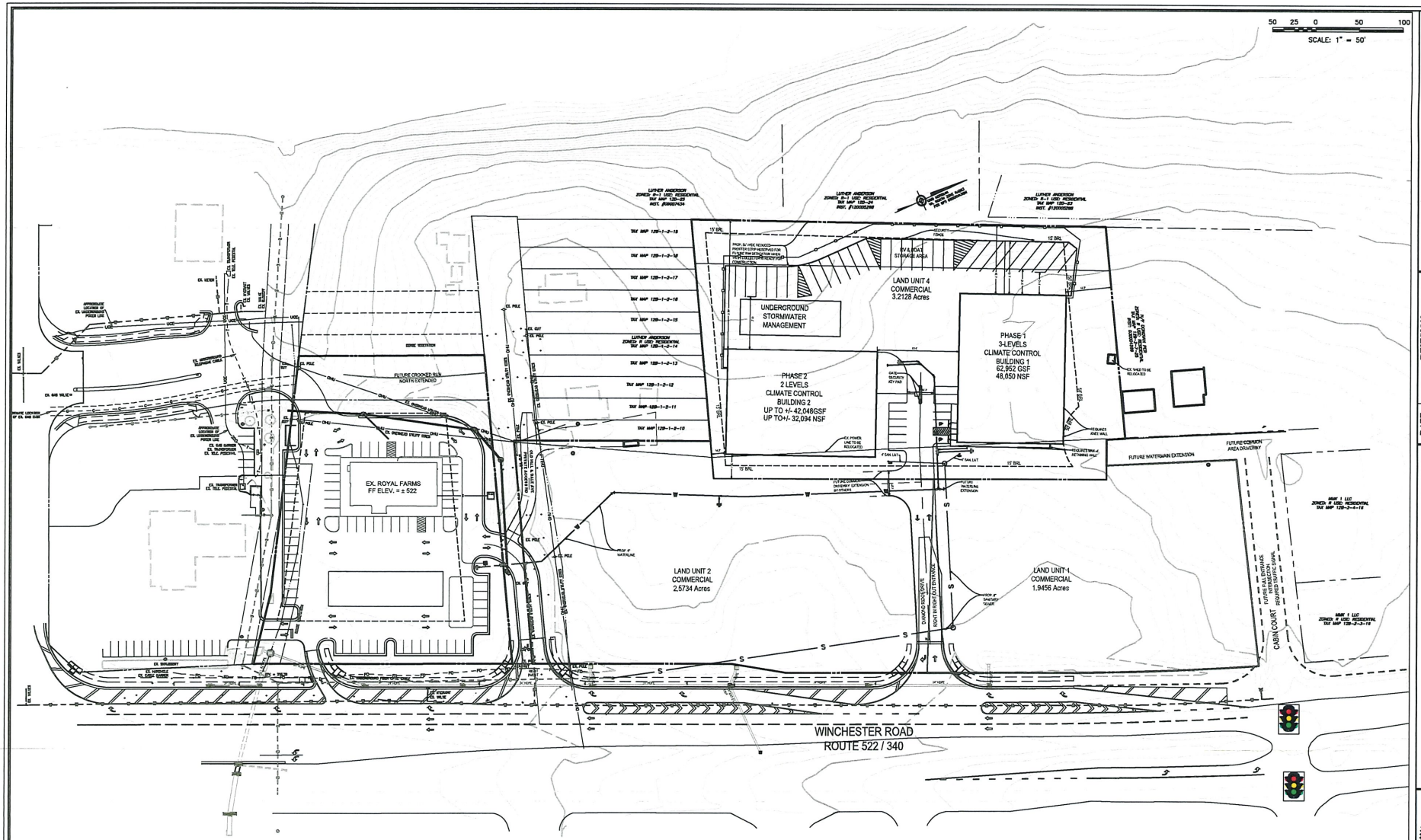
COURT 9700 SELF STORAGE LLC

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

SP NUMBER: #XX-XX

COMMONWEALTH OF VIRGINIA
TUNG NIKI ADHIKUSUMA
Lic. No. 26715
4/30/21
PROFESSIONAL ENGINEER

DATE: APRIL 30, 2021
SCALE: N/A
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 2 OF 4
12-21



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REVISION | DATE

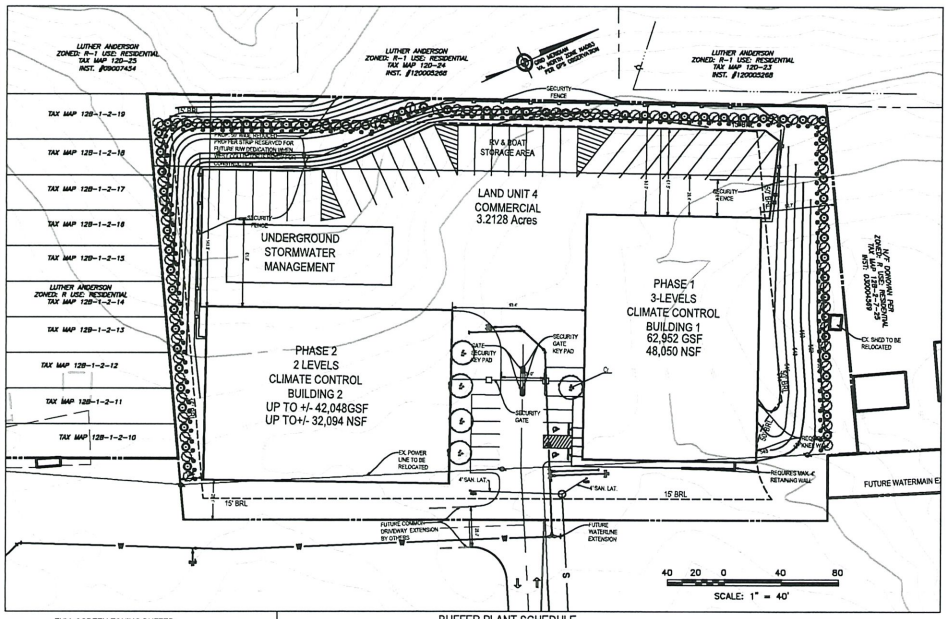
GENERAL DEVELOPMENT PLAN

9700 COURT LLC - SELF STORAGE

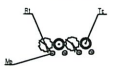
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
TUNG NIKO ADHIKUSUMA
Lic. No. 28715
PROFESSIONAL ENGINEER

DATE: APRIL 30, 2021
SCALE: 1"=50'
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 3 OF 4
21-04



FULL SCREEN ZONING BUFFER
not to scale



1. 3 PLANTS PER 10L.F., AT LEAST FOUR FEET IN HEIGHT AT PLANTING AND INTENDED TO REACH A MINIMUM HEIGHT OF SIX FEET AT MATURITY, THERE SHALL BE AT LEAST THREE SPECIES OF PLANTS, WITH THE MAJORITY BEING EVERGREENS AND AT LEAST 1/3 BEING DECIDUOUS
2. 6' OPAQUE FENCE

FULL SCREEN ZONING BUFFER:

PROVIDE A 10' WIDE LANDSCAPE SCREEN WITH 3 PLANTS PER 10' 998 LF OF PROPERTY LINE SHARED WITH R-1 ZONED PROPERTIES 998/10 = 99.8 X 3 = 299 PLANTS REQUIRED* 273 PLANTS PROVIDED*

(*GRADES AT REAR OF PROPERTY PRECLUDE PLANTINGS BEING PLACED ALONG PROPERTY LINE FOR SCREENING PURPOSES)

BUFFER PLANT SCHEDULE

ABB	BOTANIC NAME	COMMON NAME	QUANTITY	SIZE
CATEGORY "C" BUFFER		PROPOSED PLANTINGS		
Mp	Myrica pennsylvanica	Northern Bayberry	138	4' Ht.
Rt	Rhus typhina	Fragrant Sumac	69	4' Ht.
Ts	Thuja Standishii plicata 'Green Giant'	Green Giant Arborvitae	68	4' Ht.
		PARKING LOT PLANT SCHEDULE		273 Plants
Cr	Crataegus crus-galli var. inermis	Thornless Cockspur Hawthorn	5	2" Cal.

NOTES:
1. TREE SIZE SHOWN ON PLAN VIEW IS ILLUSTRATIVE, SIZES ARE AS SHOWN IN PLANT SCHEDULE
2. ALL PLANTING SHALL CONFORM WITH 165-49.1 LANDSCAPING REQUIREMENTS AND 165-18B SCREENING AND BUFFERING REQUIREMENTS OF THE WARREN COUNTY ZONING ORDINANCE.
3. ANY PLANT SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE WARREN COUNTY PLANNING DEPARTMENT.
4. TREES AND SHRUBS SHALL NOT BE PLANTED WITHIN UTILITY EASEMENTS
6. ALL SEEDED AND SODDED AREAS OF PROJECT WILL BE OF A DROUGHT TOLERANT MIX PER PENNINGTON SEED COMPANY.
7. NO SLOPE IN EXCESS OF 25% WILL BE SEEDED OR SODDED.
8. BEFORE SODDING, SEEDING AND LANDSCAPING THE CONTRACTOR WILL TILL ALL COMPACTED AREAS AT LEAST 6" IN DEPTH TO LOOSEN THE COMPACTED SOILS AND ADD AMENDMENTS

STANDARDS

A. PLANTS WILL BE IN ACCORDANCE WITH THE CURRENT ANLA'S STANDARDS AND CONFORM IN GENERAL TO REPRESENTATIVE SPECIES.

B. BALLED AND BURLAPPED (B&B)
1. BALLED AND BURLAPPED PLANTS SHALL BE DUG WITH FIRM ROOT BALLS FREE OF NOXIOUS WEEDS. THERE SHOULD BE NO EXCESS SOIL ON TOP OF THE ROOTBALL OR AROUND THE TRUNK
2. BALL SIZES SHALL BE IN ACCORDANCE WITH ANLA STANDARDS.
3. CALIPER AND HEIGHT MEASUREMENT: IN SIZE GRADING B&B SINGLE TRUNK TREES, CALIPER SHALL TAKE PRECEDENCE OVER HEIGHT. CALIPER OF THE TRUNK SHALL BE TAKEN 6" ABOVE GROUND LEVEL (UP TO AND INCLUDING 4" CALIPER SIZE) AND 12" ABOVE THE GROUND LEVEL FOR LARGER TREES. FOR MULTIPLE-TRUNK TREES, HEIGHT MEASUREMENT SHALL TAKE PRECEDENCE OVER CALIPER.

C. CONTAINER - GROWN STOCK
1. THE SIZE OF CONTAINER-GROWN SHRUBS IS MEASURED BY HEIGHT AND WIDTH OF THE PLANT. CONTAINER-GROWN TREES ARE MEASURED BY THE SAME STANDARDS LISTED IN B.3. ABOVE. THE ROOT SYSTEM OF CONTAINER-GROWN PLANTS SHALL BE WELL DEVELOPED AND WELL DISTRIBUTED THROUGH OUT THE CONTAINER.
2. ALL CONTAINER-GROWN TREES AND SHRUBS THAT HAVE CIRCLING (GIRDLING) AND MATTED ROOTS SHALL BE TREATED IN THE FOLLOWING MANNER PRIOR TO PLANTING: SEPARATE THE ROOTS BY HAND, UNTANGLING SO CIRCLING ROOTS WILL NOT DAMAGE FUTURE OF THE PLANT, SEE PLANTING PROCEDURES FOR ALL CONTAINER-GROWN TREES & SHRUBS IN THIS SECTION.
3. ALL CONTAINER-GROWN PLANTS SHOULD BE GROUPED AND WATERED DAILY UNTIL THEY ARE PLANTED IN THE LANDSCAPE, THE SOIL SHALL BE KEPT MOIST WITH THE EQUIVALENT OF ONE-INCH OF RAINFALL PER WEEK.

D. PRUNING SHALL BE DONE BEFORE PLANTING OR DURING THE PLANTING OPERATION. PRUNING DETAIL FOR TREES IN THIS SECTION.

E. ALL PLANT MATERIAL IN TRANSIT SHALL BE COVERED TO KEEP MATERIAL FROM DRYING OUT. THE COVERING SHALL COMPLY WITH THE STATE AND LOCAL LAWS PERTAINING TO THE TRANSPORT OF MATERIALS.

F. TREES SHALL BE PLACED IN AN UPRIGHT POSITION WITH THE ROOTBALL COVERED BY MULCH AND KEPT MOIST. TREES AND SHRUBS SHOULD NOT BE LEFT ON SITE UNPLANTED FOR MORE THAN 24-HOURS WITHOUT ADEQUATE WATER TO INSURE ROOT SURVIVAL.

INSPECTION

A. PLANTS MAY BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR OWNER'S REPRESENTATIVE AT THE PLACE OF GROWTH OR HOLDING YARD FOR CONFORMITY TO SPECIFICATION REQUIREMENTS AS TO QUALITY, SIZE AND VARIETY.

B. PLANTS DAMAGED IN HANDLING OR TRANSPORTATION CAN BE REJECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.

C. STATE NURSERY INSPECTION CERTIFICATES SHALL BE FURNISHED TO THE LANDSCAPE ARCHITECT UPON REQUEST.

PLANTING PROCEDURES FOR ALL CONTAINER-GROWN TREES & SHRUBS

A. REMOVE THE PLANT EITHER BY CUTTING OR INVERTING THE CONTAINER.

B. FOR UNTREATED PLASTIC CONTAINER-GROWN PLANTS WITH CIRCLING ROOTS, SEPARATE ROOTS BY HAND AND UNTANGLE ROOTS THE LENGTH OF THE ROOTBALL.

C. PLANT SHRUB OR TREE A MINIMUM OF ½" OF THE HEIGHT OF THE ROOTBALL ABOVE EXISTING GRADE.

D. APPLY A 2 TO 3" THICK LAYER OF APPROVED HARDWOOD MULCH. KEEP MULCH 6" AWAY FROM THE TRUNK OF ALL TREES AND SHRUBS.

E. PLANTS GROWN IN ROOT CONTAINMENT BAGS MUST HAVE BAGS REMOVED DURING THE PLANTING OPERATION. NO ADDITIONAL SLASHING OF THE ROOTBALL IS NECESSARY.

GENERAL CONDITIONS

SCOPE OF WORK

THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT TO COMPLETE ALL LANDSCAPE WORK AS SHOWN ON THE PLANS AND SPECIFICATIONS.

NOTE: IF CONTRACTOR BIDS ACCORDING TO THE PLANT LIST, HE/SHE SHOULD THOROUGHLY CHECK THE PLANT LIST QUANTITIES WITH THE SYMBOLS DRAWN ON THE PLAN TO ENSURE THERE ARE NO DISCREPANCIES. IF THERE IS A DISCREPANCY BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING TAKES PRECEDENCE.

STANDARDS

ALL PLANT MATERIAL WILL CONFORM TO THE CURRENT ISSUE OF THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION (ANLA).PLANT MATERIAL MUST BE SELECTED FROM NURSERIES THAT HAVE BEEN INSPECTED AND CERTIFIED BY STATE PLANT INSPECTORS. COLLECTED MATERIAL MAY BE USED ONLY WHEN APPROVED BY OWNER'S REPRESENTATIVE. NOMENCLATURE WILL BE IN ACCORDANCE WITH HORTUS III BY L.H. BAILEY.

ALL PLANTING SHALL CONFORM WITH 165-203.01 - B OF THE FREDERICK COUNTY ZONING ORDINANCE (PLANT SELECTION, PLANTING PROCEDURE, AND MAINTENANCE.

ANY PLANT SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE FREDERICK COUNTY PLANNING DEPARTMENT.

SUBSTITUTIONS: PRE-BID

IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO MAKE EVERY REASONABLE EFFORT TO FIND THE PLANTS SPECIFIED BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE CONTRACTOR MAY OFFER SUBSTITUTIONS TO THE LANDSCAPE ARCHITECT FOR HIS/HER CONSIDERATION. THE LANDSCAPE CONTRACTOR WILL NOTIFY THE LANDSCAPE ARCHITECT IF THERE ARE KNOWN DISEASES OR INSECT RESISTANT SPECIES THAT CAN BE SUBSTITUTED FOR A SELECTED PLANT, THE CONTRACTOR SHALL SUBMIT A BASE BID AS PER PLAN PLUS PRICE CLARIFICATIONS FOR ALL RECOMMENDED SUBSTITUTIONS.

SUBSTITUTIONS: POST-BID

IT IS THE INTENT TO ELIMINATE POST-BID SUBSTITUTIONS. HOWEVER, IN THE EVENT THAT THE CONTRACT MATERIAL HAS BECOME UNAVAILABLE, AN APPROPRIATE SUBSTITUTION MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE.

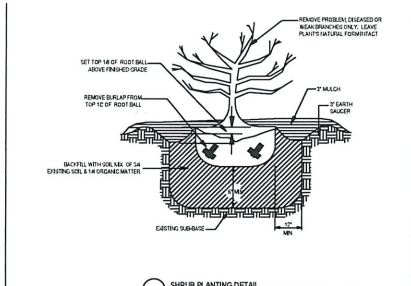
UTILITIES AND UNDERGROUND FEATURES

THE LANDSCAPE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AND/OR THE GENERAL CONTRACTOR IN ADVANCE OF CONSTRUCTION TO LOCATE UTILITIES.
IF THERE IS A CONFLICT WITH UTILITIES AND THE PLANTING, THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR RELOCATING PLANTS PRIOR TO THE PLANTING PROCESS. ANY COST DUE TO RELOCATING AFTER PLANTING SHALL BE BORNE BY THE OWNER. IF PLANTS ARE TO BE INSTALLED IN AREAS THAT SHOW OBVIOUS POOR DRAINAGE, AND THE PLANTS ARE INAPPROPRIATE FOR THAT CONDITION, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND OWNER. IF THEY DEEM NECESSARY, THE PLANTS SHALL BE RELOCATED, THE CONTRACT SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE CORRECTION AT A NEGOTIATED COST, OR THE PLANT SELECTION MODIFIED BY THE LANDSCAPE ARCHITECT TO ACCOMMODATE THE POOR DRAINAGE.

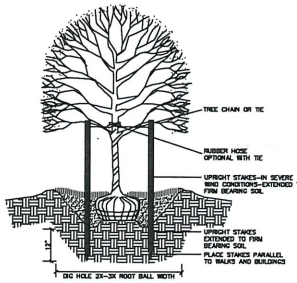
TREES AND/OR SHRUBS SHALL NOT BE PLACED WITHIN FREDERICK WATER EASEMENTS

WARRANTY

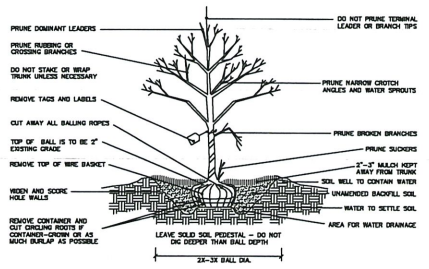
THE STANDARD WARRANTY IS FOR ONE (1) YEAR PERIOD, EXCLUDING BULBS, SOD AND ANNUALS, COMMENCING ON THE DATE OF INITIAL ACCEPTANCE. ALL PLANTS SHALL BE ALIVE AND IN SATISFACTORY GROWTH AT THE END OF THE GUARANTEE PERIOD. ANY MATERIAL THAT IS 25% DEAD OR MORE SHALL BE CONSIDERED DEAD AND MUST BE REPLACED AT NO CHARGE. A TREE SHALL BE CONSIDERED DEAD WHEN THE MAIN LEADER HAS DIED BACK, OR 25% OF THE CROWN IS DEAD. REPLACEMENTS SHALL BE MADE DURING THE NEXT PLANTING PERIOD. REPLACEMENTS SHALL BE OF THE SAME TYPE, SIZE AND QUALITY AS ORIGINAL SPECIES UNLESS OTHERWISE NEGOTIATED.



SHRUB PLANTING DETAIL
NOT TO SCALE



TREE PLANTING — VERTICAL STAKES
TREES <6" CAL. SCALE: NOT TO SCALE



TREE PLANTING DETAIL
TREES <6" CAL. SCALE: NOT TO SCALE

151 Work Hill Lane
Winchester, Virginia 22602
Telephone (540) 662-4495
Fax (540) 662-4496
www.greenwayeng.com

GREENWAY ENGINEERING

REVISION	DATE

9700 COURT LLC - SELF STORAGE

GDP LANDSCAPE PLAN

NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
TUNG HOU ADHIKUSUMA
Lic. No. 28715
4/30/21
PROFESSIONAL ENGINEER

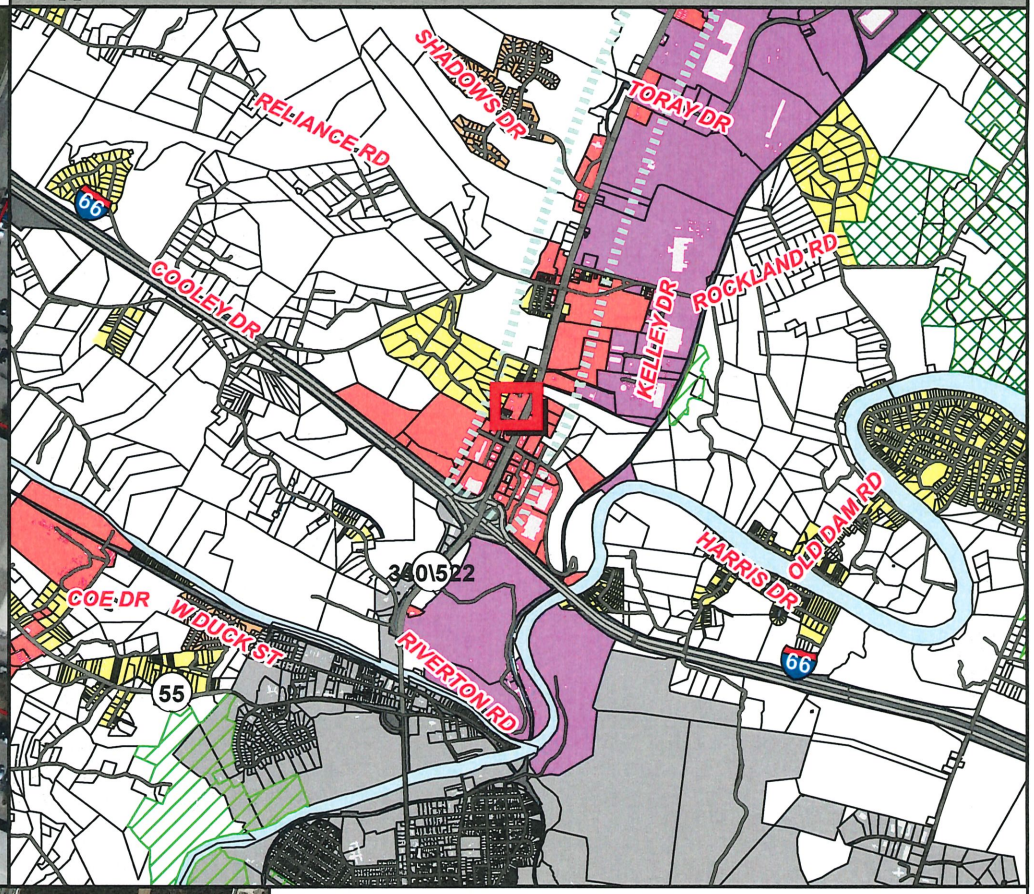
DATE: MAY 10, 2021
SCALE: 1"=40'
DESIGNED BY: TNA
FILE NO. 5637B
SHEET 4 OF 4
21-04

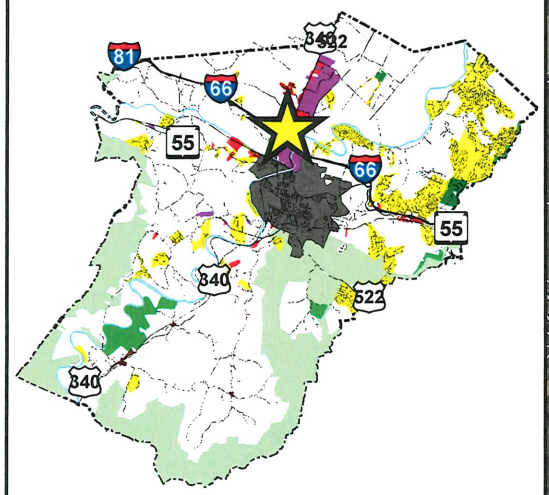
Warren County VA

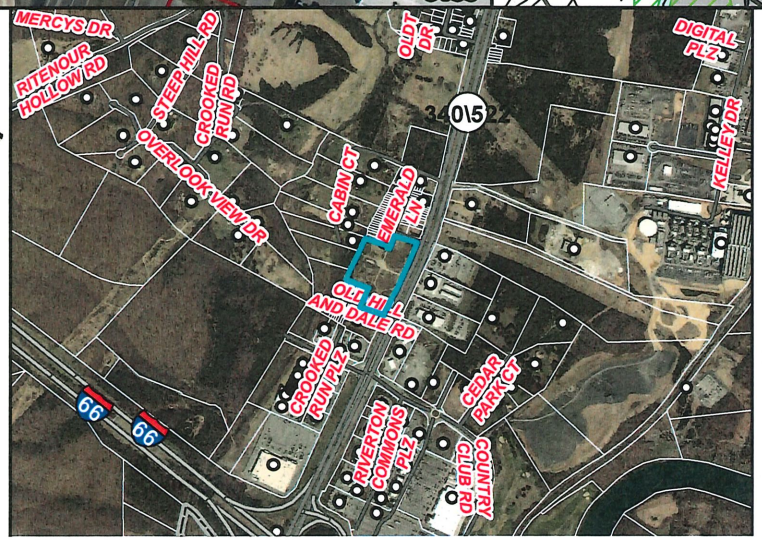
CUP Location Map

CUP: Building in Excess of 50,000 Sq Ft
Located in the Rte 340/522
Highway Corridor Overlay District
Applicant: 9700 Court, LLC

TM 12B--1-1---1
Winchester Road
Hill and Dale Subdivison







Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE:	ITEM:	SUBJECT:	PAGE
7/20/2021	I-4	Conditional Use Permit #2021-06-03 Chad & Charleen Backstrom *Private Use Camping (Non-Commercial)*	1 of 2

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

(1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.

(2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

(4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.

(5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.

(6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:

(a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.

(b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.

(c) Provide for adequate parking and ingress and egress to public streets or roads.

(d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.

(e) Prevent such use from changing the character and established pattern of development of the community.

After proper advertisement and a public hearing by the Planning Commission, the application has been forwarded to the Board of Supervisors recommending approval with the following conditions:

1. The applicant shall comply with all Warren County Health Department regulations and requirements.

2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.

3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

Motion to Approve:

The Planning Commission will have held their public hearing on July 14th prior this meeting, County Staff will provide their decision to the Board of Supervisors during the oral presentation of their public hearing.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Chad & Charleen Backstrom for Private Use (non-commercial) Camping with the conditions as recommended by the Planning Commission and Staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Chad & Charleen Backstrom for Private Use Camping (List reasons).

SUBMITTED BY:	**DISPOSITION OF BOARD:**	**PROCESSED BY:**
Matt Wendling, CFM Deputy Planning Director	☐ **APPROVED** ☐ **OTHER (Describe)**	

Conditional Use Permit: 2021-06-03 / Private Use Camping (Non-Commercial)
Chad and Charleen Backstrom, *Current Owners/Applicants*
Staff Report for the Planning Commission
Prepared: May 11, 2021
Staff Contact: Matt Wendling, Deputy Planning Director/County Floodplain Manager

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for Private Use Camping on vacant lots in the Man-Da-Lay subdivision which are located in the Special Flood Hazard Area (SFHA). The applicants purchased these lots November 2020 and were unaware that a conditional use permit was required for Private Use Camping at the time they try to apply for an electrical permit. Their intent is to use the property for outdoor recreation and overnight camping for friends and family on a non-commercial basis.

PROPERTY INFORMATION

Property Location: Burma Rd.
Tax Map ID: #19H-1 Parcel 12 & 13
Magisterial District: North River
Subdivision: Man-Da-Lay
City: Front Royal
Zoning: Residential One (R-1)
Acres: 0.54 in total
Existing Land Use: Vacant Lots

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A) — Use: Shenandoah River & River Ridge Sub.
South: Residential One (R-1) — Use: Vacant Lot – Recreational Use
East: Residential One (R-1) — Use: Vacant Lot – Recreational Use
West: Agricultural (A) — Use: RR Right-Of-Way, Trailer Park Open Space

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential One (R-1) zoning district. The applicants purchased these to be used as recreational lots and would like to install a shed for storage of maintenance equipment and recreational items in the future. The property has been well maintained and has a pre-existing drainfield.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. Private Use (Non-commercial) Camping is a use allowed by conditional use permit in the Residential One (R-1) zoning district, and is compatible with the current Warren County Zoning Ordinance Section §180-22.

PROPOSAL:

Private Use Camping (non-commercial) is defined by the Warren County Zoning Ordinance as, *"No more than two major recreational vehicles used for living, sleeping or other occupancy on any lot or combination of lots under one ownership, provided that such use is limited to the owner, family members or guests, and no fee is charged for camping."*

SUPPLEMENTARY REGULATIONS FOR MAJOR RECREATIONAL VEHICLES AND EQUIPMENT

§ 180-40.1 **Major recreational vehicles and equipment.**
[Added 1-16-1996; amended 10-18-2011; 8-18-2020]

A. Statement of intent. These provisions are intended to ensure that camping in major recreational vehicles and the parking, storage and use of major recreational equipment is conducted in a safe and healthful manner.

B. For the purposes of this section, the term "major recreational equipment" shall include "major recreational vehicles."

C. Parking, storage and use of major recreational equipment in residential districts. The following regulations shall apply to major recreational equipment in residential districts:

(1) No major recreational equipment shall be used for living, sleeping or other occupancy when parked or stored on a residential lot or in any other location not approved for such use.

(2) Major recreational equipment not parked or stored in a garage, carport or other building. All major recreational equipment shall be located at least three feet from all buildings and shall not be located in any front yard, except in a driveway, perpendicular to the street and a minimum of 10 feet from the right-of-way.

D. Limitation on parking and storage of inoperative major recreational equipment. No more than one inoperative major recreational equipment item shall be parked or stored outdoors on any lot or combination of contiguous lots under one ownership.

E. Use and location of major recreational vehicles where permitted.

(1) The placement of major recreational vehicles on vacant lots shall comply with the established setbacks of the respective zoning district.

(2) Major recreational vehicles shall not be used as a permanent dwelling but as temporary living quarters for recreational camping, travel or seasonal use.

(3) Major recreational vehicles shall not be used for storage facilities.

F. Parking, storage and use of major recreational equipment within the special flood hazard area (SFHA). The following regulations shall apply to major recreational equipment within the SFHA:

(1) Be on site for less than 180 consecutive calendar days in any one year; be fully licensed and ready for highway use.

(2) The major recreational equipment is ready for highway use if it is on its wheels or jacking system, attached to the site by only quick disconnect-type utilities and securities and has no permanently attached additions.

(3) The parking and storage of inoperative major recreational equipment shall be prohibited.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.

1. The applicants shall comply with all Warren County Health Department regulations and requirements.

2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.

3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

Cc: Chad and Charleen Backstrom – *Owner/Applicants*

Figure 1 Adjacent Mandalay Property

Figure 2 Adjacent North Fork Resort Property

May 10, 2021

Statement of Justification
Backstrom

Hello Warren County Planning Commission,

My husband and I, Chad and Charleen Backstrom, recently purchased two lots in the Mandalay subdivision. We purchased the property for recreation and to enjoy overnight camping.

It has come to our attention that a conditional use permit is required to have electric service hooked up to the property. We are asking for approval for electric service to be installed.

Thank you for your time.

Kindest Regards,
Chad and Charleen Backstrom

CCUP-000107-202

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-06-03
Date Received: 5/10/2021
Fee Amount: $ 200.00 NON-COMMERCIAL
Date Paid: 5/10/2021

Applicant Information:

Chad and Charleen Backstrom
Applicant Name

1409 High Top Road Linden VA 22642
Address *City* *State* *Zip*

Lots - 12 & 13 Burma Road Front Royal VA 22630
Property Location for conditional use permit if Different than Applicant's Address

Charleen - 540-631-5932 Charleenbackstrom@gmail.com
Primary Contact Number *Email*

Property Owner (if same as applicant, leave blank)

Address *City* *State* *Zip*

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

(1) Address/Location: Lots 12-13 Burma Rd Front Royal.
(2) Election District: North River - County
(3) Tax Map Number: 19H-1-12 19H-1-13
(4) Subdivision Name: Mandalay
(5) Total Area of Property (acres): .27 x 2 = 0.54
(6) Total Area to be Used (acres): .27 x 2 = 0.54
(7) Total Road Frontage (feet): 120 ft
(8) Depth of Property (feet): 203.4' (Lot 12) 196.7' (Lot 13)
(9) Present Zoning: Residential One

B. Proposed Use of Property

(Non-commercial)

(1) State the proposed use(s) for the Conditional Use Permit: Private Use Camping

(2) Current land use and condition of site: recreation, stone parking

(3) Zoning of surrounding land/property: Residential one

(4) Will development be staged? ☐ Yes ☒ No

(5) Construction Time: N/A

(6) Season, days, and hours of operation: year around

(7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO

(9) Number of full time employees: N/A

(10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public

(11) Number of persons to be served by the sewage disposal system: 4

(12) Number of parking spaces to be provided: Regular driveway Handicap Accessable

(13) What is the proposed landscaping and buffering for this property?
N/A

C. Plans Prepared By

Name: N/A

Address:

Telephone Number:

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?)
NO-

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) _____

N/A

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) _____

N/A

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. _____

N/A

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) _____

N/A

(6) What will be the impact on traffic? _____

N/A

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. _____

N/A

The following documents and/or information are required to be submitted with the application:

☑ **An application fee of ~~$500.00~~:** # 20042 NON-COMMERCIAL
Make payable to the Treasurer of Warren County. A non-refundable fee of $500.00 will be required at the time of submittal.

☑ **A Statement of Justification**
This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☐ **A Site Plan/Survey.**
Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☑ **Sewage Disposal and Well Site.**
Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☑ **A copy of the deed to the property verifying the current ownership.**
A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**
This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**
N/A The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**
N/A A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**
N/A A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.** 22 N. COMMERCE AVE.

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Applicant Signature — Date: 5/10/21

Property Owner Signature — Date: May 10, 2021

Accepted by: Matt Wendling — Date: 5/10/2021

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

Lord Fairfax Health District

Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov

LORD FAIRFAX HEALTH DISTRICT

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

June 15, 2021

Matt Wendling, Deputy Planning Director/ County Floodplain Manager
County of Warren, Department of Planning and Zoning
220 N Commerce Ave, Suite 400
Front Royal, VA 22630

RE: Request for Comments; # 2021-06-03

Dear Matt,

I have reviewed the request for comments regarding the property on Burma Road, Front Royal, VA in Warren County, (properties identified on tax map # 19H-1-12 & 19H-1-13.), and I offer the following comments:

1. If a camper is placed on the lot, it must have a sealed leak proof self-contained wastewater disposal system to prevent odors or leakage onto the ground. This tank is to be emptied at an approved dump station.

2. The camper must have a potable water tank or bottled water can be used.

3. There is to be no connection of pipes or drainlines to the camper, and there is to be no discharge of any type of wastewater onto the ground or into the waters of the Commonwealth.

4. There is currently a permitted drainfield and well on this lot, but it cannot be connected to the camper without proper application, evaluation, permitting, and inspection of the installation by this department.

5. There is to be no trash or junk disposed of on the lot.

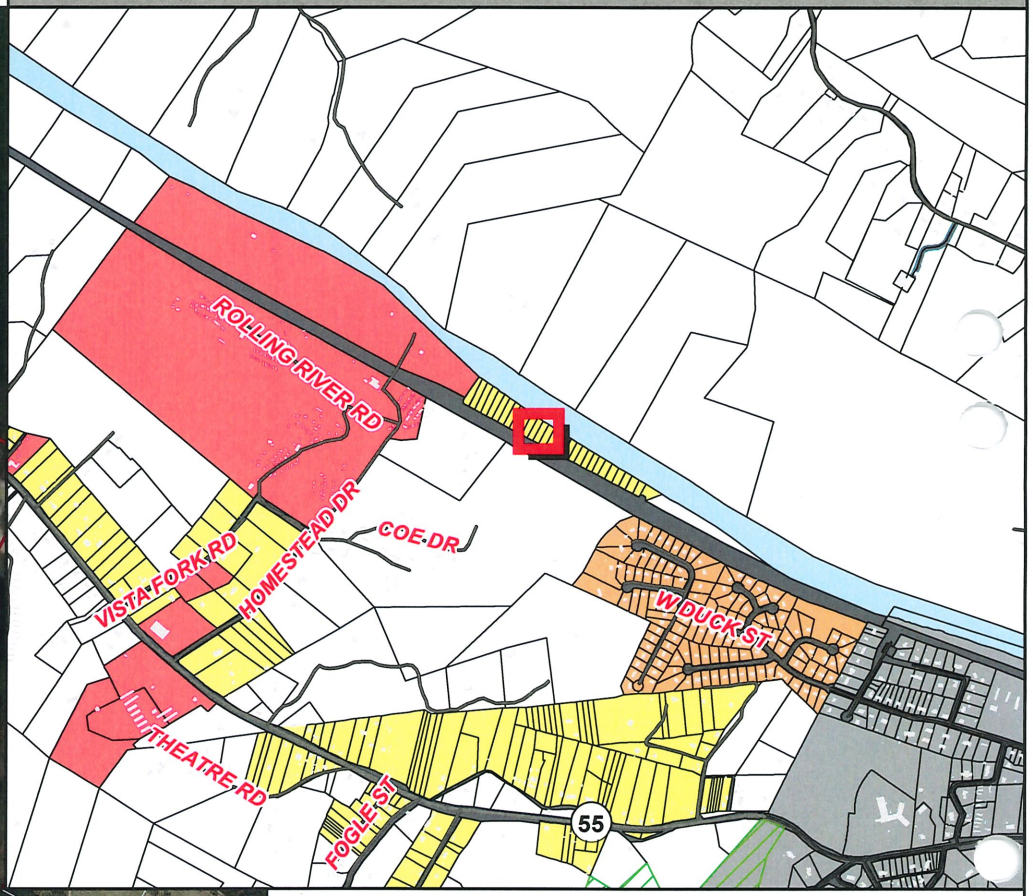
Sincerely,

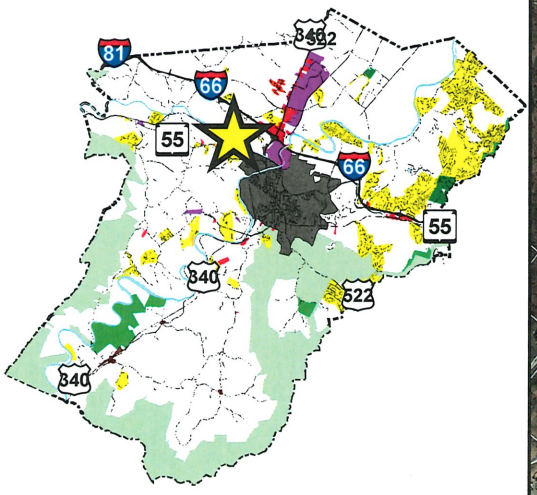
Dave Richardson,
Environmental Health Specialist

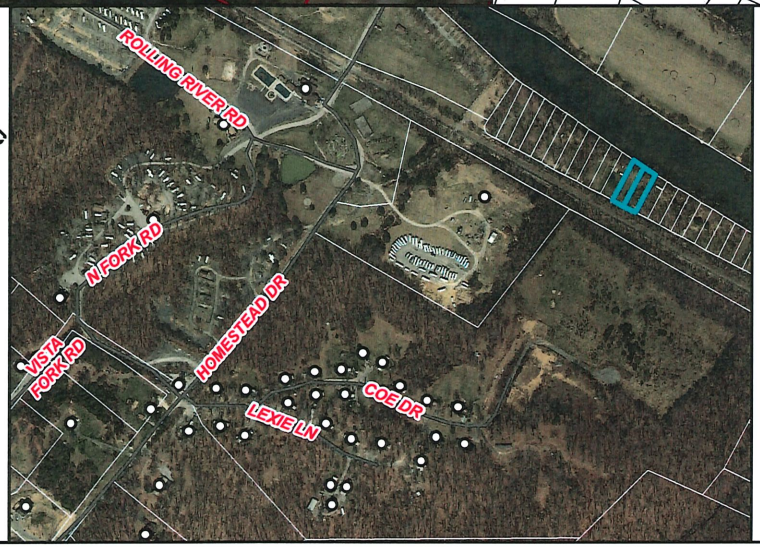
Warren County VA
CUP Location Map

CUP: Private Use Camping
Applicant: Chad and Charleen Backstrom

TM 19[illegible]1-----12 & 13
Burma Road
Mandalay Subdivison







Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE:	ITEM:	SUBJECT:	PAGE
7/20/2021	I-5	Conditional Use Permit #2021-06-04 Shawn & Christine Tsanganelias *Private Use Camping (Non-Commercial)*	1 of 2

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

(1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.

(2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

(4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.

(5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.

(6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:

(a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.

(b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.

(c) Provide for adequate parking and ingress and egress to public streets or roads.

(d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.

(e) Prevent such use from changing the character and established pattern of development of the community.

After proper advertisement and a public hearing by the Planning Commission, the application has been forwarded to the Board of Supervisors recommending approval with the following conditions:

1. The applicant shall comply with all Warren County Health Department regulations and requirements.

2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.

3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

Motion to Approve:

The Planning Commission will have held their public hearing on July 14th prior this meeting, County Staff will provide their decision to the Board of Supervisors during the oral presentation of their public hearing.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Shawn & Christine Tsanganelias for Private Use (non-commercial) Camping with the conditions as recommended by the Planning Commission and Staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Shawn & Christine Tsanganelias for Private Use Camping (List reasons).

SUBMITTED BY:	**DISPOSITION OF BOARD:**	**PROCESSED BY:**
Matt Wendling, CFM Deputy Planning Director	☐ **APPROVED** ☐ **OTHER (Describe)**	

Conditional Use Permit: 2021-06-04 / Private Use Camping (Non-Commercial)
Shawn M. Tsanganelias, *Current Owner/Applicant*
Staff Report for the Planning Commission
Prepared: May 20, 2021
Staff Contact: Matt Wendling, Deputy Planning Director/County Floodplain Manager

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for Private Use Camping on vacant lot in the Man-Da-Lay subdivision which is located in the Special Flood Hazard Area (SFHA). The applicant purchased this lot February of 2019 and was notified in October 2019 and May 2021 by County staff that he would need a conditional use permit in order to keep the accessory structure he built on the property according to Warren County Code section §180-16 the Floodplain Overlay District. This was done after an inspection was made by the Planning and Zoning Department during our annual review. The applicant intent is to use the property for personal outdoor recreation, overnight camping, barbecuing and picnicking with family and friends on a non-commercial basis.

PROPERTY INFORMATION

Property Location: Burma Rd.
Tax Map ID: #19H-1 Parcel 2
Magisterial District: North River
Subdivision: Man-Da-Lay
City: Front Royal
Zoning: Residential One (R-1)
Acres: 0.3437
Existing Land Use: Recreational Use

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A) — Use: Shenandoah River & River Ridge Sub.
South: Residential One (R-1) — Use: Vacant Lot – Recreational Use
East: Residential One (R-1) — Use: Vacant Lot – Recreational Use
West: Agricultural (A) — Use: RR Right-Of-Way, Trailer Park Open Space

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential One (R-1) zoning district. The applicant was notified in October 2019 after an inspection of ManDaLay subdivision that the property required a conditional use permit for the accessory structure that was built. During a follow-up site visit by County staff in May 2021 we observed the structure still in place and notified the property owner again and told him he would be subject to fines and penalties if it was removed or permitted.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. Private Use (Non-commercial) Camping is a use allowed by conditional use permit in the Residential One (R-1) zoning district, and is compatible with the current Warren County Zoning Ordinance Section §180-22.

PROPOSAL:

Private Use Camping (non-commercial) is defined by the Warren County Zoning Ordinance as, *"No more than two major recreational vehicles used for living, sleeping or other occupancy on any lot or combination of lots under one ownership, provided that such use is limited to the owner, family members or guests, and no fee is charged for camping."*

SUPPLEMENTARY REGULATIONS FOR MAJOR RECREATIONAL VEHICLES AND EQUIPMENT

§ 180-40.1 **Major recreational vehicles and equipment.**
[Added 1-16-1996; amended 10-18-2011; 8-18-2020]

A. Statement of intent. These provisions are intended to ensure that camping in major recreational vehicles and the parking, storage and use of major recreational equipment is conducted in a safe and healthful manner.

B. For the purposes of this section, the term "major recreational equipment" shall include "major recreational vehicles."

C. Parking, storage and use of major recreational equipment in residential districts. The following regulations shall apply to major recreational equipment in residential districts:

(1) No major recreational equipment shall be used for living, sleeping or other occupancy when parked or stored on a residential lot or in any other location not approved for such use.

(2) Major recreational equipment not parked or stored in a garage, carport or other building. All major recreational equipment shall be located at least three feet from all buildings and shall not be located in any front yard, except in a driveway, perpendicular to the street and a minimum of 10 feet from the right-of-way.

D. Limitation on parking and storage of inoperative major recreational equipment. No more than one inoperative major recreational equipment item shall be parked or stored outdoors on any lot or combination of contiguous lots under one ownership.

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(1) Be on site for less than 180 consecutive calendar days in any one year; be fully licensed and ready for highway use.

(2) The major recreational equipment is ready for highway use if it is on its wheels or jacking system, attached to the site by only quick disconnect-type utilities and securities and has no permanently attached additions.

(3) The parking and storage of inoperative major recreational equipment shall be prohibited.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.

1. The applicants shall comply with all Warren County Health Department regulations and requirements.

2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.

3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

Cc: Shawn M. Tsanganelias – *Owner/Applicant*

Figure 1 Subject Mandalay Property

Figure 2 Adjacent North Fork Resort Property

To: Warren County Planning Commission

Re: Application for Conditional Use Permit, Statement of Justification

From: Shawn Tsanganelias, Applicant for property located at Lot #2 Mandalay, T.M. #19H1-2

The property owned by Shawn & Christine Tsanganelias is used for personal outdoor recreation, such as camping, barbecuing and family gatherings.

Thank you for your consideration.

Shawn Tsanganelias

703 928 6109

WCCUP-000109-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: CUP 2021-06-04
Date Received: 5-13-2021
Fee Amount: $ 200.00
Date Paid: 5-13-2021

Applicant Information:

SHAWN M. TSANGANELIAS
Applicant Name

7927 SAINT DENNIS DR. SPRINGFIELD VA 22153
Address *City* *State* *Zip*

BURMA ROAD LOT #2
Property Location for conditional use permit if Different than Applicant's Address

703.928.6109 SHAWN.OBI@ME.COM
Primary Contact Number *Email*

Property Owner (if same as applicant, leave blank)

Address *City* *State* *Zip*

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

(1) Address/Location: BURMA RD
(2) Election District: NORTH DISTRICT
(3) Tax Map Number: 19H-1-2
(4) Subdivision Name: ~~MANDALAY~~ MANDALAY
(5) Total Area of Property (acres): .3437 AC
(6) Total Area to be Used (acres): .3437 AC
(7) Total Road Frontage (feet): 60 FEET
(8) Depth of Property (feet): 256.44 FEET
(9) Present Zoning: R-1

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: PRIVATE USE CAMPING

(2) Current land use and condition of site: _____

(3) Zoning of surrounding land/property: R-1

(4) Will development be staged? ☐ Yes ☒ No

(5) Construction Time: N/A

(6) Season, days, and hours of operation: N/A

(7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO

(9) Number of full time employees: N/A

(10) What type of sewage disposal system will be used? ☐ Private ☐ Central ☐ Public

(11) Number of persons to be served by the sewage disposal system: N/A

(12) Number of parking spaces to be provided: Regular _____ Handicap _____

(13) What is the proposed landscaping and buffering for this property? N/A

C. Plans Prepared By N/A

Name: _____

Address: _____

Telephone Number: _____

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) NO

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) NO

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) NO

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. NO

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) NO

(6) What will be the impact on traffic? NO

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. NO

The following documents and/or information are required to be submitted with the application:

☑ **An application fee of ~~$500.00~~ $200.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of $500.00 will be required at the time of submittal.

☑ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☑ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

N/A ☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☑ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**

N/A The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**

N/A A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

N/A A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

HEAD NORTH TO EAST 3rd ST., TURN RIGHT ON EAST 3rd ST., TURN LEFT ON N. COMMERCE AVE., RIGHT ON N. ROYAL AVE., RIGHT ON US340 N./US522 N/NORTH SHENANDOAH AVE, LEFT ON QUADRANT RD, LEFT ON VA55 WEST, RIGHT ON HOMESTEAD DR, RIGHT TOWARD BURMA RD, LOT # 2

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Applicant Signature — Date 5/13/21

Property Owner Signature — Date 5/13/21

Accepted by: Matt Wendling — Date: 5/13/21

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

Lord Fairfax Health District

Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov

LORD FAIRFAX HEALTH DISTRICT

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

June 16, 2021

Matt Wendling, Deputy Planning Director, County Floodplain Manager
County of Warren, Department of Planning and Zoning
220 N Commerce Ave, Suite 400
Front Royal, VA 22630

RE: Request for Comments; # 2021-06-04
Shawn M. Tsanganelias

Dear Matt,

I have reviewed the request for comments regarding the property on Burma Road, Front Royal, VA in Warren County, (property identified on tax map # 19H-1-2.), and I offer the following comments:

1. If a camper is placed on the lot, it must have a sealed leak proof self-contained wastewater disposal system to prevent odors or leakage onto the ground. This tank is to be emptied at an approved dump station.

2. The camper must have a potable water tank or bottled water can be used.

3. There is to be no connection of pipes or drainlines to the camper, and there is to be no discharge of any type of wastewater onto the ground or into the waters of the Commonwealth.

4. No drainfield or water supply can be installed at this lot without proper application, evaluation, permitting, and inspection of the installation by this department.

5. There is to be no trash or junk disposed of on the lot.

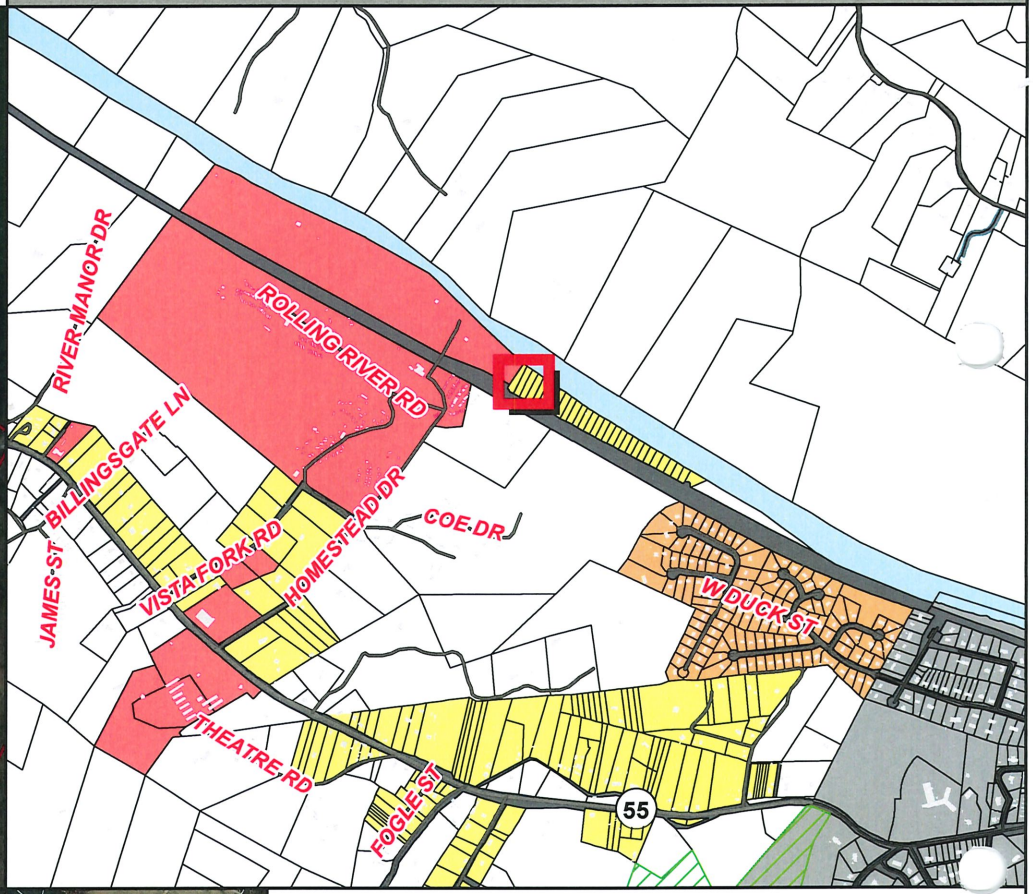
Sincerely,

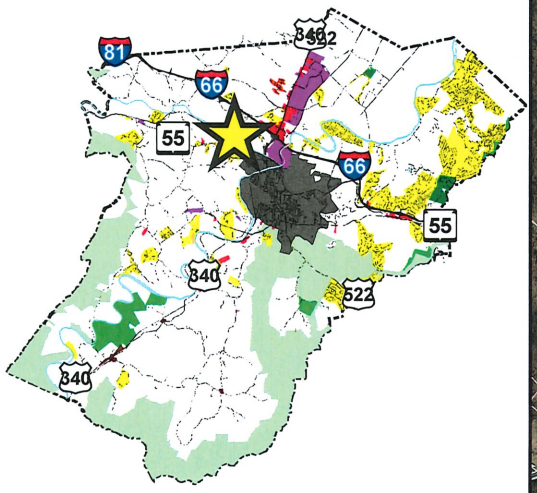
Dave Richardson,
Environmental Health Specialist

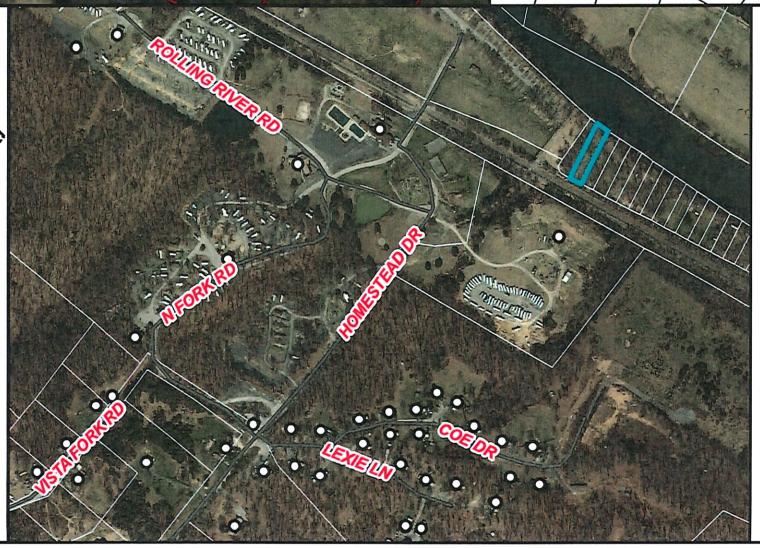
Warren County VA
CUP Location Map

CUP: Private Use Camping
Applicant: Shawn Tsanganelias

T... 19H--1-----2
Burma Road
Mandalay Subdivison







Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE:	ITEM:	SUBJECT:	PAGE
7/20/2021	I-6	Conditional Use Permit #2021-06-08 James Humphrey *Private Use Camping (Non-Commercial)*	1 of 2

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

(1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.

(2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

(4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.

(5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.

(6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:

(a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.

(b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.

(c) Provide for adequate parking and ingress and egress to public streets or roads.

(d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.

(e) Prevent such use from changing the character and established pattern of development of the community.

After proper advertisement and a public hearing by the Planning Commission, the application has been forwarded to the Board of Supervisors recommending approval with the following conditions:

1. The applicant shall comply with all Warren County Health Department regulations and requirements.

2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.

3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

Motion to Approve:

The Planning Commission will have held their public hearing on July 14th prior this meeting, County Staff will provide their decision to the Board of Supervisors during the oral presentation of their public hearing.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of James Humphrey for Private Use (non-commercial) Camping with the conditions as recommended by the Planning Commission and Staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of James Humphrey for Private Use Camping (List reasons).

SUBMITTED BY:	**DISPOSITION OF BOARD:**	**PROCESSED BY:**
Matt Wendling, CFM Deputy Planning Director	☐ **APPROVED** ☐ **OTHER (Describe)**	

Conditional Use Permit: 2021-06-08 / Private Use Camping (Non-Commercial)
James Humphrey, *Current Owner/Applicant*
Staff Report for the Planning Commission
Prepared: May 20, 2021
Staff Contact: Matt Wendling, Deputy Planning Director/County Floodplain Manager MW

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for Private Use Camping on vacant lot in the Man-Da-Lay subdivision which is located in the Special Flood Hazard Area (SFHA). The applicant was gifted this lot in August of 2018 and it was subject to some flooding during the 2018 moderate flood events. County staff observed an abandoned boat and trailer with other items such as a picnic table on this lot after the flooding. This was done after inspections were made by the Planning and Zoning Department during the annual reviews in 2019 and 2021. These have since been removed as of the date of this application. The applicant intent is to use the property for personal outdoor recreation and overnight camping.

PROPERTY INFORMATION

Property Location: Burma Rd.
Tax Map ID: #19H-1 Parcel 1
Magisterial District: North River
Subdivision: Man-Da-Lay
City: Front Royal
Zoning: Residential One (R-1)
Acres: 0.3437
Existing Land Use: Recreational Use

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A) — Use: Shenandoah River & River Ridge Sub.
South: Residential One (R-1) — Use: Vacant Lot – Recreational Use
East: Residential One (R-1) — Use: Vacant Lot – Recreational Use
West: Agricultural (A) — Use: RR Right-Of-Way, Trailer Park Open Space

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential One (R-1) zoning district. The applicant was notified in October 2019 and May 2021 of the violation and he told us he didn't own the boat and trailer. He has since been able to find a person that reclaimed the boat and trailer through the Department of Motor Vehicles and it has now been removed from the property. With the exception of some high grass the property is now compliant.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. Private Use (Non-commercial) Camping is a use allowed by conditional use permit in the Residential One (R-1) zoning district, and is compatible with the current Warren County Zoning Ordinance Section §180-22.

PROPOSAL:

Private Use Camping (non-commercial) is defined by the Warren County Zoning Ordinance as, *"No more than two major recreational vehicles used for living, sleeping or other occupancy on any lot or combination of lots under one ownership, provided that such use is limited to the owner, family members or guests, and no fee is charged for camping."*

SUPPLEMENTARY REGULATIONS FOR MAJOR RECREATIONAL VEHICLES AND EQUIPMENT

§ 180-40.1 **Major recreational vehicles and equipment.**
[Added 1-16-1996; amended 10-18-2011; 8-18-2020]

A. Statement of intent. These provisions are intended to ensure that camping in major recreational vehicles and the parking, storage and use of major recreational equipment is conducted in a safe and healthful manner.

B. For the purposes of this section, the term "major recreational equipment" shall include "major recreational vehicles."

C. Parking, storage and use of major recreational equipment in residential districts. The following regulations shall apply to major recreational equipment in residential districts:

(1) No major recreational equipment shall be used for living, sleeping or other occupancy when parked or stored on a residential lot or in any other location not approved for such use.

(2) Major recreational equipment not parked or stored in a garage, carport or other building. All major recreational equipment shall be located at least three feet from all buildings and shall not be located in any front yard, except in a driveway, perpendicular to the street and a minimum of 10 feet from the right-of-way.

D. Limitation on parking and storage of inoperative major recreational equipment. No more than one inoperative major recreational equipment item shall be parked or stored outdoors on any lot or combination of contiguous lots under one ownership.

E. Use and location of major recreational vehicles where permitted.

(1) The placement of major recreational vehicles on vacant lots shall comply with the established setbacks of the respective zoning district.

(2) Major recreational vehicles shall not be used as a permanent dwelling but as temporary living quarters for recreational camping, travel or seasonal use.

(3) Major recreational vehicles shall not be used for storage facilities.

F. Parking, storage and use of major recreational equipment within the special flood hazard area (SFHA). The following regulations shall apply to major recreational equipment within the SFHA:

(1) Be on site for less than 180 consecutive calendar days in any one year; be fully licensed and ready for highway use.

(2) The major recreational equipment is ready for highway use if it is on its wheels or jacking system, attached to the site by only quick disconnect-type utilities and securities and has no permanently attached additions.

(3) The parking and storage of inoperative major recreational equipment shall be prohibited.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.

1. The applicants shall comply with all Warren County Health Department regulations and requirements.

2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.

3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

Cc: James Humphrey – *Owner/Applicant*

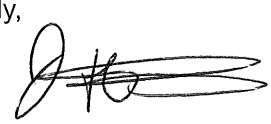
Figure 1 Subject Mandalay Property

Figure 2 Adjacent North Fork Resort Property

Warren County Planning Commission:
To Whom it may concern,

I, James Humphrey, would like to use my Man-da-lay property with a conditional use permit. We would like to occasionally use the property for camping and recreation. We would like to occasionally use a camper. Thank you for your time.

Sincerely,



James Humphrey

WCCUP - 100113-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-CC-08
Date Received: 5-19-2021
Fee Amount: $ 266.66 NON-PROFIT/NON-COMMERCIAL
Date Paid: 5-19-2021 #1021

Applicant Information:

James Humphrey
Applicant Name

443 Longmeadow Rd Middletown VA 22645
Address *City* *State* *Zip*

Property Location for conditional use permit if Different than Applicant's Address

540 408-3292 Jimmmmmm2000@Yahoo.com
Primary Contact Number *Email*

Property Owner (if same as applicant, leave blank)

Address *City* *State* *Zip*

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

(1) Address/Location: Mandalay
(2) Election District: NORTH RIVER
(3) Tax Map Number: 19H-1--1
(4) Subdivision Name: MAN-DA-LAY
(5) Total Area of Property (acres): .32 acres
(6) Total Area to be Used (acres): .32 acres
(7) Total Road Frontage (feet): 69
(8) Depth of Property (feet): 266
(9) Present Zoning: Residental one

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Private Use Camping

(2) Current land use and condition of site: No use - Good condition

(3) Zoning of surrounding land/property: _____

(4) Will development be staged? ☐ Yes ☐ No

(5) Construction Time: _____

(6) Season, days, and hours of operation: _____

(7) Will there be a sign? ☐ Yes ☐ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO

_____

(9) Number of full time employees: _____

(10) What type of sewage disposal system will be used? ☐ Private ☐ Central ☐ Public

(11) Number of persons to be served by the sewage disposal system: _____

(12) Number of parking spaces to be provided: Regular _____ Handicap _____

(13) What is the proposed landscaping and buffering for this property? _____

_____

_____

_____

C. Plans Prepared By

Name: _____

Address: _____

Telephone Number: _____

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) _____

_____

_____

_____

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) No

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.)

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions.

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.)

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(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level.

The following documents and/or information are required to be submitted with the application:

☒ **An application fee of ~~$500.00.~~** $200.00

Make payable to the Treasurer of Warren County. A non-refundable fee of $500.00 will be required at the time of submittal.

☒ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☒ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☒ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☒ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**

N/A The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**

N/A A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

N/A A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

_____

_____

_____

_____

_____

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Applicant Signature — Date: 5-18-21

Property Owner Signature — Date: 5-18-21

Accepted by: _____ Date: 5-19-2021

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

Lord Fairfax Health District

Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov

LORD FAIRFAX HEALTH DISTRICT

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

June 16, 2021

Matt Wendling, Deputy Planning Director, County Floodplain Manager
County of Warren, Department of Planning and Zoning
220 N Commerce Ave, Suite 400
Front Royal, VA 22630

RE: Request for Comments; # 2021-06-08
James Humphrey

Dear Matt,

I have reviewed the request for comments regarding the property on 443 Longmeadow Road, Middletown, VA 22645 in Warren County, (property identified on tax map # 19H-1-1.), and I offer the following comments:

1. If a camper is placed on the lot, it must have a sealed leak proof self-contained wastewater disposal system to prevent odors or leakage onto the ground. This tank is to be emptied at an approved dump station.

2. The camper must have a potable water tank or bottled water can be used.

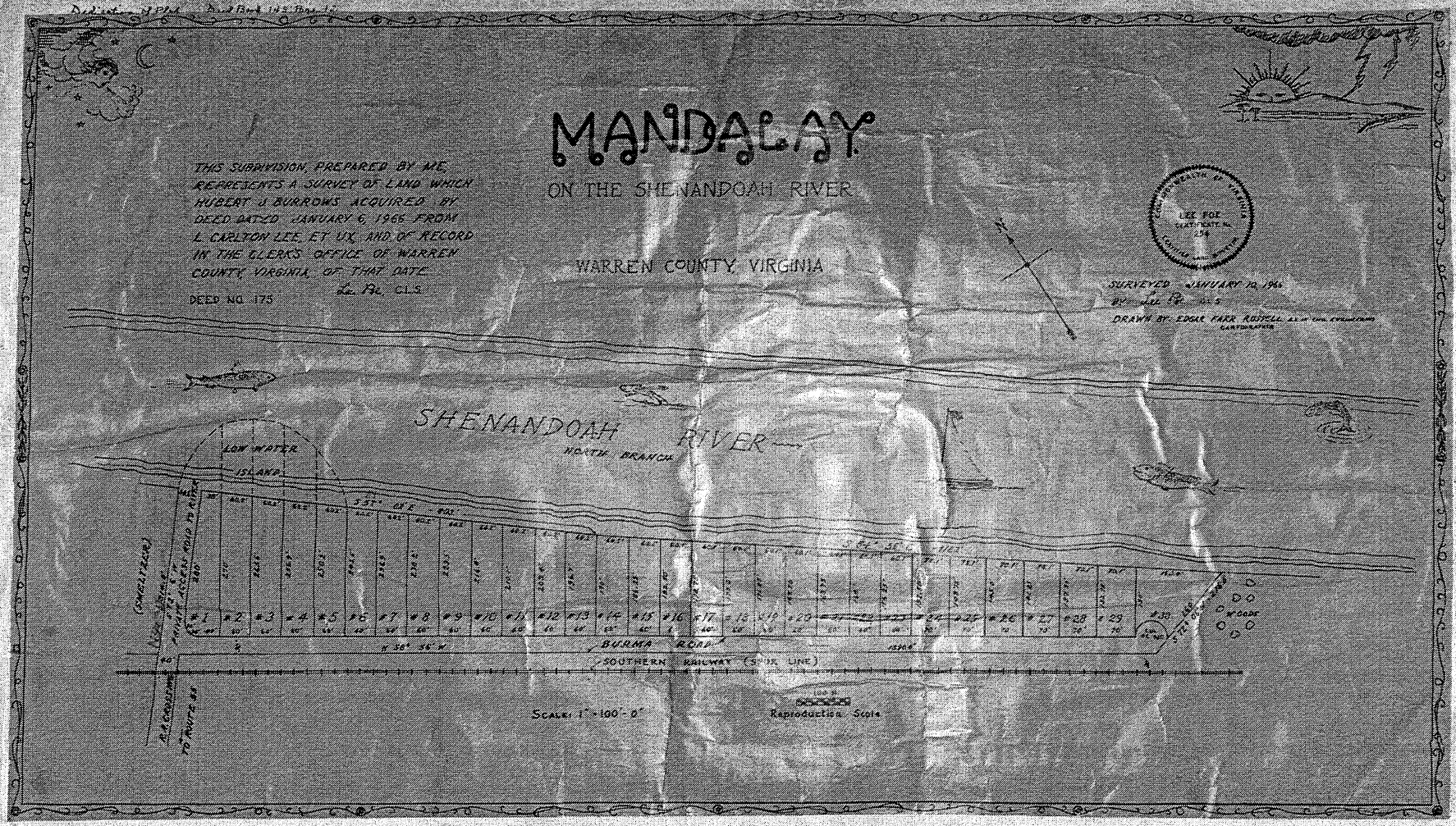
3. There is to be no connection of pipes or drainlines to the camper, and there is to be no discharge of any type of wastewater onto the ground or into the waters of the Commonwealth.

4. No drainfield or water supply can be installed at this lot without proper application, evaluation, permitting, and inspection of the installation by this department.

5. There is to be no trash or junk disposed of on the lot.

Sincerely,

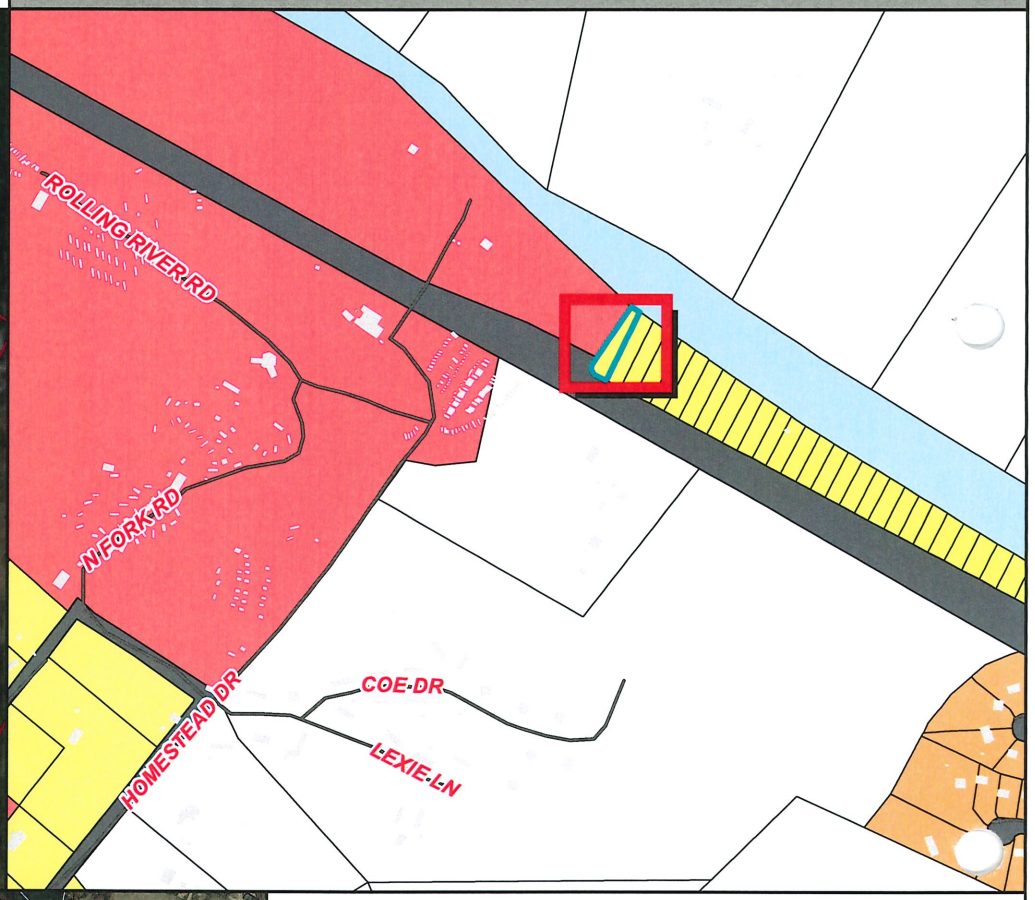
Dave Richardson,
Environmental Health Specialist

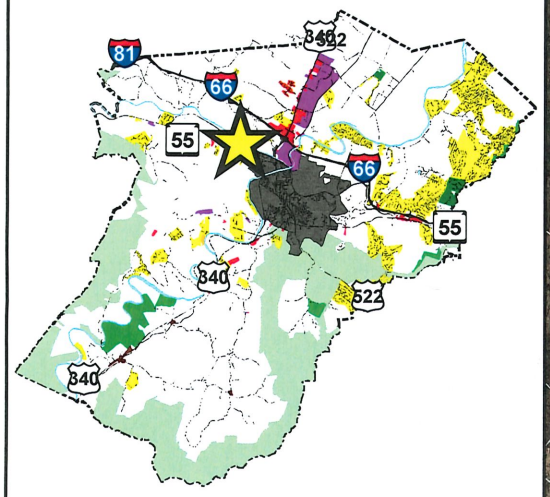

MANDALAY
ON THE SHENANDOAH RIVER
WARREN COUNTY, VIRGINIA
THIS SUBDIVISION, PREPARED BY ME, REPRESENTS A SURVEY OF LAND WHICH HUBERT J BURROWS ACQUIRED BY DEED DATED JANUARY 6, 1966 FROM L. CARLYON LEE, ET UX, AND OF RECORD IN THE CLERKS OFFICE OF WARREN COUNTY, VIRGINIA, OF THAT DATE.
DEED NO. 175
L. Fox C.L.S.
LEE FOX
SURVEYED JANUARY 10, 1966
BY: LEE FOX C.L.S.
DRAWN BY: EDGAR PARK RUSSELL
SHENANDOAH RIVER
NORTH BRANCH
LOW WATER ISLAND
BURMA ROAD
SOUTHERN RAILWAY (SPUR LINE)
Scale: 1" = 100' - 0"
Reproduction Scale

Warren County VA
CUP Location Map

CUP: Private-Use Camping
Applicant: James Humphrey

TM 19H-1--1
Mandalay Subdivison





Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE:	ITEM:	SUBJECT:	PAGE
7/20/2021	I-7	Conditional Use Permit #2021-06-10 Randall Lewis & Monica Stover *Private Use Camping (Non-Commercial)*	1 of 2

EXPLANATION & SUMMARY:

See attached application and staff report.

General standards/conditions. In addition to the specific standards set forth hereinafter with regard to particular conditional uses, all such uses shall satisfy the following general standards:

(1) The proposed use at the specified location shall be in harmony with the adopted Comprehensive Plan.

(2) The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) The proposed use shall be such that it will be harmonious with and will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the adopted Comprehensive Plan. The location, size and height of buildings, structures, walls and fences and the nature and extent of screening, buffering and landscaping shall be such that the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

(4) The proposed use shall be such that pedestrian and vehicular traffic associated with such use will not be hazardous or in conflict with the existing and anticipated traffic in the area.

(5) Adequate utility, drainage, parking, loading and other necessary facilities to serve the proposed use shall be provided.

(6) In determining whether or not to grant a permit and in determining conditions to be imposed, the governing body shall take into consideration the objectives and intent of this chapter and may impose reasonable conditions that:

(a) Abate or restrict noise, smoke, dust or other elements that may affect surrounding properties.

(b) Establish setback, side and front yard requirements necessary for orderly expansion and to prevent traffic congestion.

(c) Provide for adequate parking and ingress and egress to public streets or roads.

(d) Provide adjoining property with a buffer or shield from view of the proposed use if such use is considered to be detrimental to adjoining property.

(e) Prevent such use from changing the character and established pattern of development of the community.

After proper advertisement and a public hearing by the Planning Commission, the application has been forwarded to the Board of Supervisors recommending approval with the following conditions:

1. The applicant shall comply with all Warren County Health Department regulations and requirements.

2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.

3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

Motion to Approve:

The Planning Commission will have held their public hearing on July 14th prior this meeting, County Staff will provide their decision to the Board of Supervisors during the oral presentation of their public hearing.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Randall Lewis & Monica Stover for Private Use (non-commercial) Camping with the conditions as recommended by the Planning Commission and Staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Randall Lewis & Monica Stover for Private Use Camping (List reasons).

SUBMITTED BY:	**DISPOSITION OF BOARD:**	**PROCESSED BY:**
Matt Wendling, CFM Deputy Planning Director	☐ **APPROVED** ☐ **OTHER (Describe)**	

Conditional Use Permit: 2021-06-010 / Private Use Camping (Non-Commercial)
Randall D. Lewis/ Monica R. Stover, *Current Owner/Applicant*
Staff Report for the Planning Commission
Prepared: May 21, 2021
Staff Contact: Matt Wendling, Deputy Planning Director/County Floodplain Manager

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SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for Private Use Camping on vacant lot in the Shenandoah Farms subdivision Riverview section which is located in the Special Flood Hazard Area (SFHA). The applicant recently purchased this property in November 2020 and was informed by County staff that he required a Conditional Use Permit for private use camping. The applicant's son and daughter-in-law own a recreational lot on Farms Riverview Road and he would like to spend time with his grandchildren camping, fishing and having fun. The applicant may build a house on the lot at a later date since a portion of the lot is out of the floodplain in non-flood zone "X".

PROPERTY INFORMATION

Property Location: Howellsville Rd. & Farms Riverview Rd.
Tax Map ID: #15D-1-3 Parcel 24
Magisterial District: Shenandoah
Subdivision: Shenandoah Farms – Riverview Section
Town: Front Royal
Zoning: Residential One (R-1)
Acres: 1.5
Existing Land Use: Recreational Use
Portions of property are located in Floodzone AE of Special Flood Hazard Area

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SURROUNDING ZONING DISTRICTS & USES

North:	Residential One (R-1)	Use: Single Family Dwelling/ Boat Landing
South:	Residential One (R-1)	Use: Single Family Dwelling
East:	Residential One (R-1)	Use: Single Family Dwelling
West:	Residential One (R-1)	Use: Vacant Lot/ Wooded

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential One (R-1) zoning district.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. Private Use (Non-commercial) Camping is a use allowed by conditional use permit in the Residential One (R-1) zoning district, and is compatible with the current Warren County Zoning Ordinance Section §180-22.

PROPOSAL:

Private Use Camping (non-commercial) is defined by the Warren County Zoning Ordinance as, *"No more than two major recreational vehicles used for living, sleeping or other occupancy on any lot or combination of lots under one ownership, provided that such use is limited to the owner, family members or guests, and no fee is charged for camping."*

SUPPLEMENTARY REGULATIONS FOR MAJOR RECREATIONAL VEHICLES AND EQUIPMENT

§ 180-40.1 **Major recreational vehicles and equipment.**
[Added 1-16-1996; amended 10-18-2011; 8-18-2020]

A. Statement of intent. These provisions are intended to ensure that camping in major recreational vehicles and the parking, storage and use of major recreational equipment is conducted in a safe and healthful manner.

B. For the purposes of this section, the term "major recreational equipment" shall include "major recreational vehicles."

C. Parking, storage and use of major recreational equipment in residential districts. The following regulations shall apply to major recreational equipment in residential districts:

(1) No major recreational equipment shall be used for living, sleeping or other occupancy when parked or stored on a residential lot or in any other location not approved for such use.

(2) Major recreational equipment not parked or stored in a garage, carport or other building. All major recreational equipment shall be located at least three feet from all buildings and shall not be located in any front yard, except in a driveway, perpendicular to the street and a minimum of 10 feet from the right-of-way.

D. Limitation on parking and storage of inoperative major recreational equipment. No more than one inoperative major recreational equipment item shall be parked or stored outdoors on any lot or combination of contiguous lots under one ownership.

E. Use and location of major recreational vehicles where permitted.

(1) The placement of major recreational vehicles on vacant lots shall comply with the established setbacks of the respective zoning district.

(2) Major recreational vehicles shall not be used as a permanent dwelling but as temporary living quarters for recreational camping, travel or seasonal use.

(3) Major recreational vehicles shall not be used for storage facilities.

F. Parking, storage and use of major recreational equipment within the special flood hazard area (SFHA). The following regulations shall apply to major recreational equipment within the SFHA:

(1) Be on site for less than 180 consecutive calendar days in any one year; be fully licensed and ready for highway use.

(2) The major recreational equipment is ready for highway use if it is on its wheels or jacking system, attached to the site by only quick disconnect-type utilities and securities and has no permanently attached additions.

(3) The parking and storage of inoperative major recreational equipment shall be prohibited.

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.

1. The applicants shall comply with all Warren County Health Department regulations and requirements.

2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.

3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

Cc: Randall D. Lewis and Monica R. Stover – *Owners/Applicants*

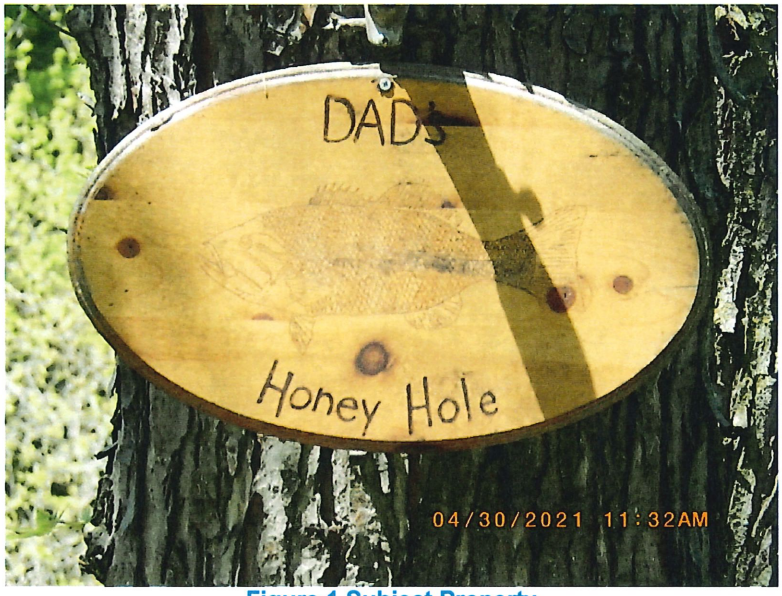


Figure 1 Subject Property

Figure 2 Farms Riverview Boat Landing

Hi,

My name is Randy Lewis and I'm applying for camping to be allowed on the river lot #24 we've purchased at Farms Riverview Road. My son, Daughter-in-law and grandkids have purchased a lot just a few lots away and we'd like to come down and spend some weekends in the spring, summer and fall floating the river, cooking out and spending time with the family. If approved, as others along there do, we will have a porta-john and our camper is self-contained.

Thanks, Randy

WCUP - 000115-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-06-10
Date Received: 5-19-2021
Fee Amount: $ 200.00
Date Paid: _____

Applicant Information:

RANDALL D. LEWIS / MONICA R STOVER
Applicant Name

814 DEER CHASE Rd. Culpeper VA 22701
Address *City* *State* *Zip*

O FARMS Riverview Rd. / L24 SHEN. FARMS Riverview
Property Location for conditional use permit if Different than Applicant's Address

540-660-2072 randylewis10@gmail.com
Primary Contact Number *Email*

Property Owner (if same as applicant, leave blank)

Address *City* *State* *Zip*

Primary Contact Number

Respectfully request that a determination be made by the Warren County Planning Commission and Board of Supervisors on the following request for a Conditional Use Permit for the property described below.

A. Property Information:

(1) Address/Location: O FARMS Riverview Rd. / L24 SHEN. FARMS, Riverview
(2) Election District: SHENANDOAH FARMS SAN. DIST.
(3) Tax Map Number: 15D 1 3 24
(4) Subdivision Name: N/A
(5) Total Area of Property (acres): 1.5 ACRE
(6) Total Area to be Used (acres): 1/2 ACRE
(7) Total Road Frontage (feet): 90'
(8) Depth of Property (feet): 600'
(9) Present Zoning: Residential ONE

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: PRIVATE USE CAMPING

(2) Current land use and condition of site: VACANT LAND

(3) Zoning of surrounding land/property: RESIDENTIAL ONE

(4) Will development be staged? ☐ Yes ☒ No

(5) Construction Time: 9:00 AM - 6:00 PM

(6) Season, days, and hours of operation: SPRING, SUMMER, FALL CAMPING

(7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO

(9) Number of full time employees: N/A

(10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public

(11) Number of persons to be served by the sewage disposal system: N/A / porta-potty

(12) Number of parking spaces to be provided: Regular N/A Handicap N/A

(13) What is the proposed landscaping and buffering for this property? PRIVACY TREES & SHRUBS, SHADE TREES

C. Plans Prepared By

Name: N/A

Address:

Telephone Number:

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?)
NO

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) NO

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) NO

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. NONE

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) NO

(6) What will be the impact on traffic? NONE

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. NONE

The following documents and/or information are required to be submitted with the application:

☐ **An application fee of ~~$500.00~~ $200.00.**

Make payable to the Treasurer of Warren County. A non-refundable fee of $500.00 will be required at the time of submittal.

☑ **A Statement of Justification**

This printed or typed statement is to be addressed to the Warren County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. Please note, the statement is required to be on 8 ½ x 11 size paper.

☑ **A Site Plan/Survey.**

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☐ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☑ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**

N/A The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**

N/A A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Randall D Jones / MonicaR Stover 5/17/2021
Applicant Signature Date

Randall D Jones Y MonicaR Stover 5/17/2021
Property Owner Signature Date

Accepted by: Matt Wendling Date: 5/19/2021

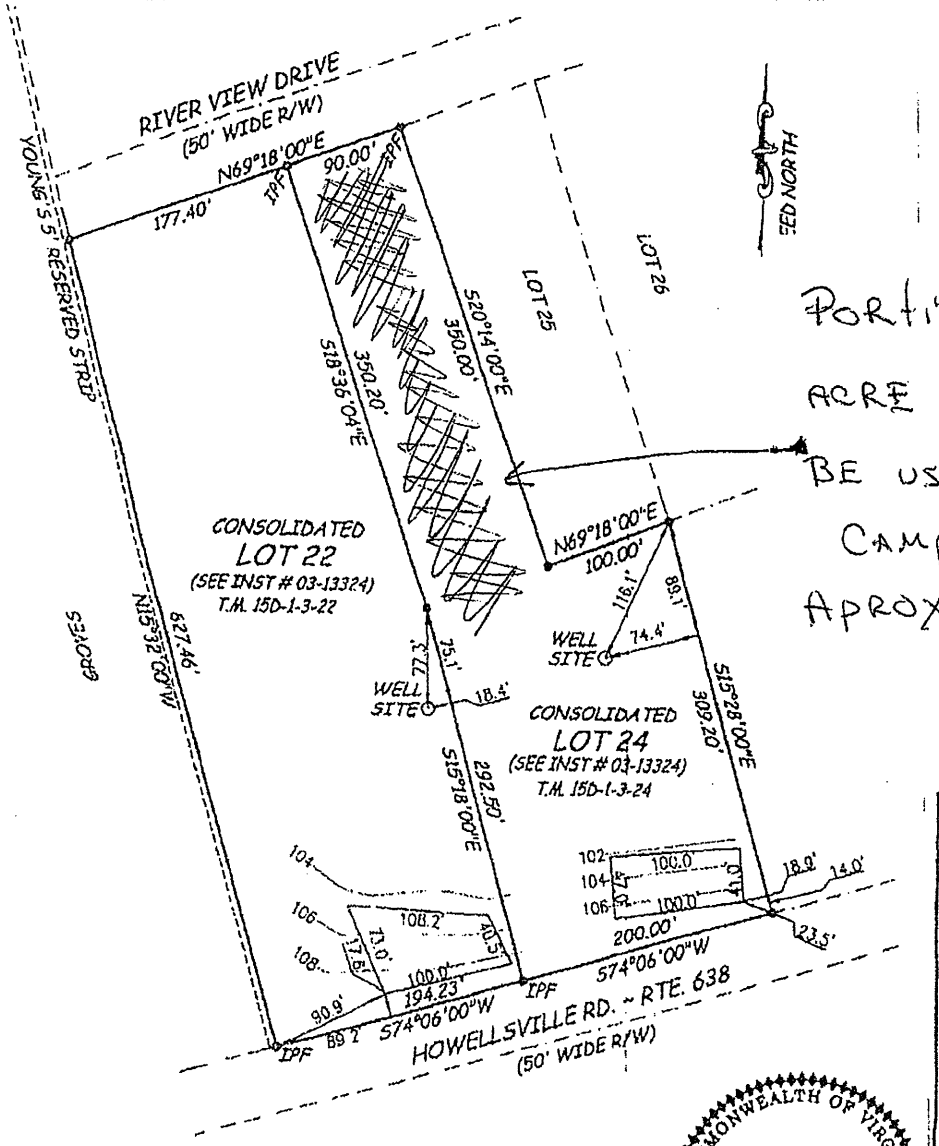
PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

Inst # 070009844

NOTES:

1. THE PROPERTY SHOWN HEREON IS SAID TO BE IN THE NAME OF EDWARD M GROVES AND THELMA C. GROVES AS REFERRED TO IN INST #03-13324.
2. THE BOUNDARY SHOWN HEREON IS BASED ON A PLAT OF RECORD IN SLIDE 158
3. 2' CONTOUR INTERVALS SHOWN ARE BASED ON ASSUMED ELEVATIONS.
4. IPF= PINCHED PIPE FOUND
5. THE DRAINFIELD DIMENSIONS SHOWN ARE BASED ON THE PLAN PROVIDED BY THE AOSE AND MAY NOT ACCURATELY REPRESENT THE STAKES FOUND IN THE FIELD. THEREFORE IT IS RECOMMENDED THAT THE DRAINFIELD BE STAKED ACCORDING TO THIS PLAT PRIOR TO INSTALLATION



Portion of 1.5 ACRE LOT # 24 to BE used for Camping. APROX 1/2 ACRE

COMMONWEALTH OF VIRGINIA
10-17-07
Daniel B. Clark
Lic. No. 002309
DANIEL B. CLARK, LIC. NO. 2309

DRAINFIELD CERTIFICATION PLAT
CONSOLIDATED LOTS 22 & 24 ~ SHENANDOAH FARMS
RIVER VIEW SECTION - PART III SHENANDOAH DISTRICT ~ WARREN COUNTY, VIRGINIA

SCALE : 1" = 100'	CLARK LAND SURVEYING P.C.	DATE : OCT. 17, 2007
SHEET 1 OF 1	LAND PLANNERS AND SURVEYORS P.O. BOX 478; FLINT HILL, VA 22627 - (540)635-2828	PROJ. # : 07-131

Z:\2007\WARREN\GROVE\EDWARD\PROJ 07-131\DRAWING\GROVE DRAINFIELD.DWG

Lord Fairfax Health District

Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, Virginia 22630
Tel. (540) 635-3159 ~ Fax (540) 635-9698
www.vdh.virginia.gov

LORD FAIRFAX HEALTH DISTRICT

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

June 16, 2021

Matt Wendling, Deputy Planning Director, County Floodplain Manager
County of Warren, Department of Planning and Zoning
220 N Commerce Ave, Suite 400
Front Royal, VA 22630

RE: Request for Comments; # 2021-06-10
Randall D. Lewis & Monica R. Stover

Dear Matt,

I have reviewed the request for comments regarding the property on Farms Riverview road, Front Royal, VA in Shenandoah Farms Subdivision, Warren County, (property identified on tax map # 15D-1-3-24.), and I offer the following comments:

1. If a camper is placed on the lot, it must have a sealed leak proof self-contained wastewater disposal system to prevent odors or leakage onto the ground. This tank is to be emptied at an approved dump station.

2. The camper must have a potable water tank or bottled water can be used.

3. There is to be no connection of pipes or drainlines to the camper, and there is to be no discharge of any type of wastewater onto the ground or into the waters of the Commonwealth.

4. No drainfield or water supply can be installed at this lot without proper application, evaluation, permitting, and inspection of the installation by this department.

5. There is to be no trash or junk disposed of on the lot.

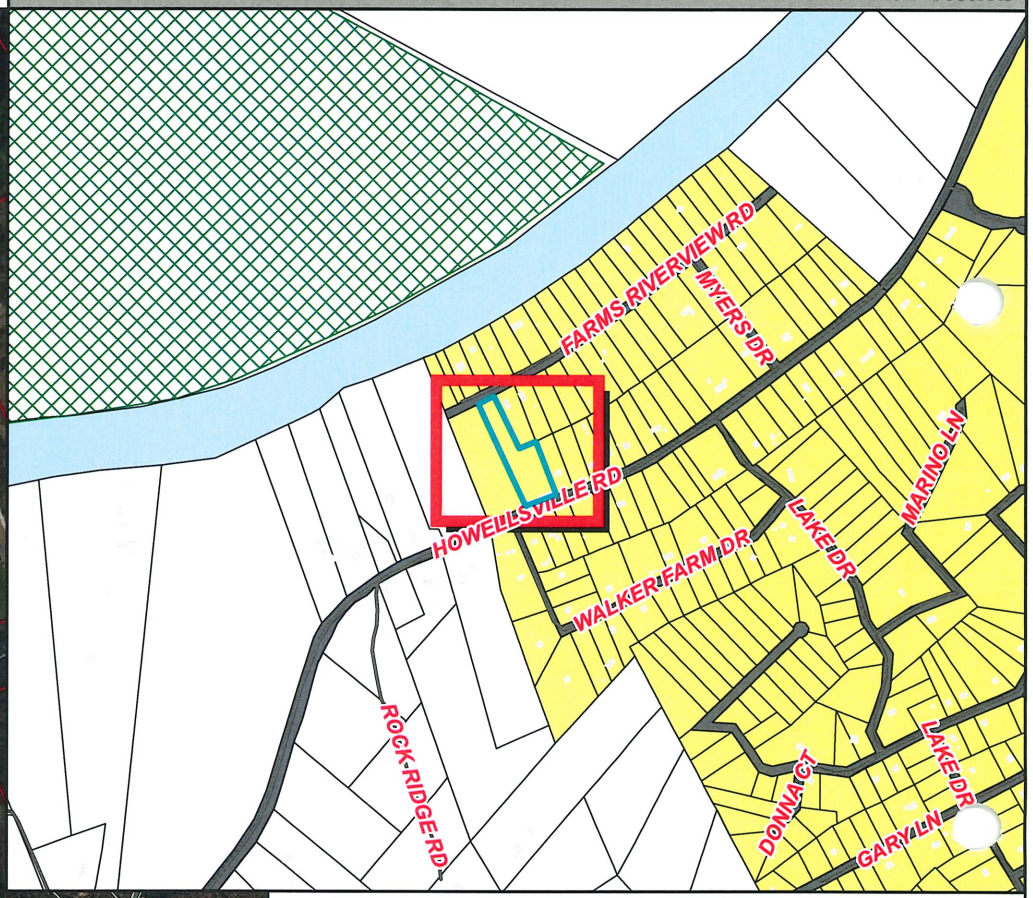
Sincerely,

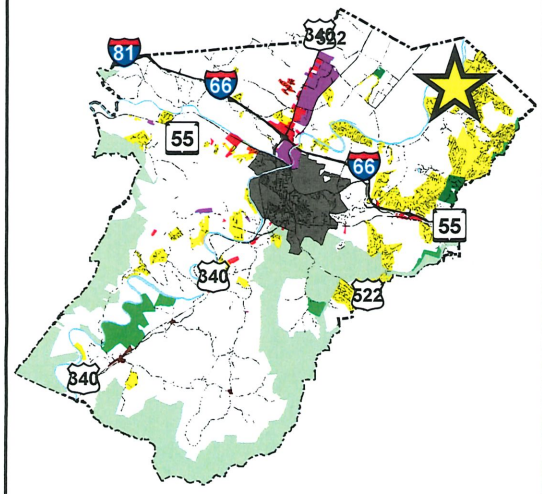
Dave Richardson,
Environmental Health Specialist

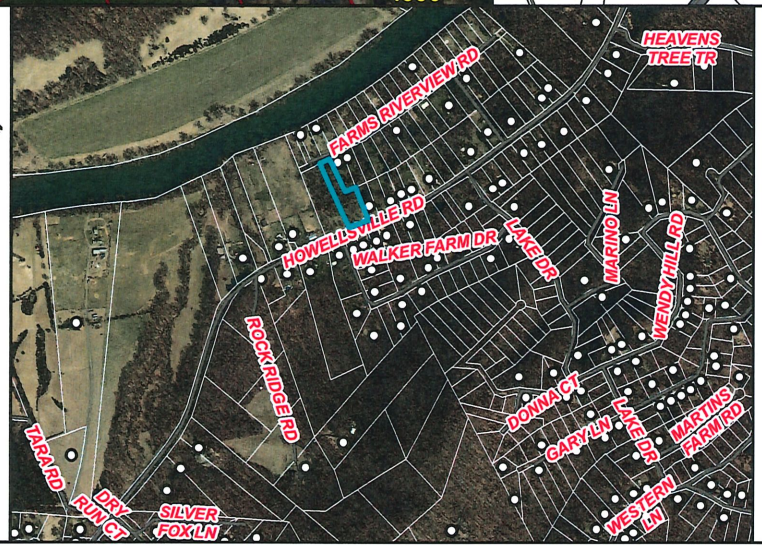
Warren County VA
CUP Location Map

CUP: Private-Use Camping
Applicant: Randall Lewis

TM 15D--1-3--24
0 Fa[illegible]s Riverview Rd
Shenandoah Farms - River View Section







Zoning

- Agricultural
- Commercial
- Industrial
- Residential One
- Residential Two
- Suburban Residential
- Village Residential
- Rural Residential
- Right of Way
- Front Royal
- Federal Land
- State Land
- Water
- VOF Conservation Easements
- WC Conservation Easements

Map produced by
Warren County GIS 2021
Department of Planning