AGENDA
Board of Supervisors Meeting

December 14, 2021

9:00 AM

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. Special Presentation by E. Wilson Morrison Elementary School 5th Grade Chorus
D. Adoption of Resolutions re: Special Recognition of Student Athletes
E. Public Comment Period (60 Minute Time Limit)
F. Report – Virginia Department of Transportation – Ed Carter
G. Report – Cedar Creek and Belle Grove National Parks – Karen Beck-Herzog
H. Report – Department of Social Services – Jon Martz
I. Presentation – Warren County Redistricting Options – Joe Petty/Jason Ham
J. Reports – Board Members, County Administrator, Interim County Attorney
K. Additional Appropriations and Transfers
L. Approval of Accounts
M. Approval of Minutes – Regular Meeting of November 18, 2021

NEW BUSINESS

N. Consent Agenda
    1. Refund Request for Larry M. Davis – Sherry Sours
    2. Approval of 2022 Board of Supervisors Meeting Schedule – Ed Daley
    3. 2022 Fee Schedule for Parks and Recreation Department – Robin Richardson
    4. Emergency Medical Care and Transport Fee Schedule Changes for 2022 – Rick Farrall
    5. Approval of UKG (Ultimate Kronos Group) as a Total Human Resources Information System (HRIS) Solution – Jane Meadows
    6. Authorization to Publish the Delay of FY 2020-2021 Audit Completion Press Release to the County Website – Matt Robertson
    7. Warren County Public Schools Request to Transfer $63,650 from Contingency Reserves to Instruction for the FY 2021-2022 Budget – Dr. Chris Ballenger

8. Authorization to Purchase EMS Transport Cot Utilizing Insurance Replacement Funds – Chief James Bonzano
9. Award of Contracts to Adams-Nelson & Associates and Divaris Real Estate for Real Estate Broker Services – Alisa Scott
10. FY 2021-2022 Locality Agreement with Virginia Department of Health – Ed Daley
11. Annual Term Contract with Talbert & Bright for Aviation Engineering, Planning, and Consulting Services – Mike Berry/Caitlin Jordan
12. Contract with ZL Paving Company for Snow Removal Services – Mike Berry/Caitlin Jordan
13. Contract with Ralph Pearson for Snow Removal Services – Mike Berry/Caitlin Jordan
14. Warren County Closed Landfill, Morrison Property Purchase – Mike Berry
15. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-10-01, Carl and Jennifer Ey for a Rural Events Facility Located at 1406 Panhandle Road and Identified on Tax Map 35, as Lots 5-1, 5-2, 5-3, and 5B-1 – Matt Wendling
16. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-10-02, Travis Dodson for a Commercial Outdoor Recreation Operation Located at 650 Water Plant Road and Identified on Tax Map 1, as Lots 3, 3A, and 3AA – Joe Petty
17. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-10-07, Edwin Wright for a Commercial Campground Located at 2905 Gooney Manor Loop and Identified on Tax Map 47, as Lot 12 – Matt Wendling
18. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-10-08, Edwin Wright for a Rural Events Facility Located at 2905 Gooney Manor Loop and Identified on Tax Map 47, as Lot 12 – Matt Wendling
19. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-10-09, Edwin Wright for a Commercial Campground Located off Wellspring Road and Identified on Tax Map 44, as Lot 25 – Matt Wendling
20. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-10-10, Edwin Wright for a Rural Events Facility Located off Wellspring Road and Identified on Tax Map 44, as Lot 25 – Matt Wendling
21. Coyote Bounties – $50.00 Each – Animal Control
    - Marcia Breeden (7)
    - Colin Clem (1)
    - Arthur Grove (1)
    - David Seekford (1)
    - John Updike (1)
    - Charles Woodard, Jr. (2)

O. Request – Approval of a Local Incentive Grant Agreement for the Expansion of an Existing Business – Ed Daley

P. Approval of Plan Proposal for the Use of American Rescue Plan Act (ARPA) Tourism Recovery Program Funds – Lisa Salomon

Q. Closed Session – Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for Consultation with Legal Counsel Pertaining to Actual or Probable Litigation and for the Provision of Legal Advice Relating to Economic Development Authority Matters

R. Additional New Business (If needed)

S. Adjournment

Maintenance:

- There are a number of maintenance employees using up vacation leave last month and this month

- Work has largely been confined to mowing, brush cutting, hazardous tree removal, and grading of non-hard surfaced roads

- Completed the mowing in November but the remaining functions are continuing through this month

- Replacing some culverts and cleaning some drainage areas on Route 340/522, Thompson Hollow Road, and Messick Road; VDOT will also be using its slope mower at various locations this month

Board Information:

- Contractor schedule for trimming overhead canopy is January; while they are there, VDOT will have them remove the few remaining trees on Rocky Hollow Road

- VDOT will be doing night inspections on the signs in the Browntown area beginning in January, estimated to take five days

2021 Voter Redistricting Ordinance
Prepared: December 7, 2021
Staff Contact: Taryn Logan, Deputy County Administrator

2020 CENSUS

The 2020 Census states that Warren County's population increased from 37,439 to 40,572; which is an additional 3,133 persons (8.37%). Based on this population, each of the County's five local election districts should have an ideal population of 8,114; or be within plus-or-minus 5% which ranges from 7,708 to 8,502 persons.

CRITERIA

Staff used the same criteria from the County's 2011 Redistricting Plan, which included the following:

- Keep current polling places within their districts.
- Maintain diversity in each district.
- Do not create/use any imaginary lines/use major boundaries.
- Minimize repeat of voter moves.
- Minimize splitting of subdivisions/neighborhoods.
- Maintain balance (to the extent possible) of in-town voters in each district.
- Do not disenfranchise any member of the School Board.
- Do not disenfranchise any member of the Board of Supervisors

PRECINCTS

Each of the County's five election districts is divided into polling precincts. This is done for a few reasons including:

- Virginia Code §24.2-307 requires that no more than 5,000 registered voters shall be assigned to any one precinct. By population, each of our districts would need at least two precincts to meet this requirement based on the population levels.
- Some of the districts, because of travel distance, have historically had additional precincts.

The location of the polling places has changed over the years, primarily due to the need to meet handicapped accessibility requirements including paved parking spaces. For these reasons, public facilities generally served as the best locations when available. The number of existing precincts is as follows:

<u>Fork District</u>

- Fork Town Precinct (Warren County Government Center)
- Otterburn Precinct (~~Front Royal/Warren County Airport~~ **Rivermont Fire Department**)

<u>Happy Creek District</u>

- Happy Creek Precinct (Warren County High School)
- Linden Precinct (Linden Fire Department)

<u>North River District</u>

- Riverton Precinct (North Warren Fire Department)
- North River Town (Health and Human Services building)

Shenandoah District

- Town-West Shenandoah District (Front Royal Fire Department)
- East Shenandoah District (Raymond E. Santmyers Youth Center)

South River District

- South River Town Precinct (Skyline High School)
- Bentonville Precinct (South Warren Fire Department)
- Browntown Precinct (Browntown Community Center)

Central Absentee Precinct

- ~~Warren County Government Center~~ **Warren County Health and Human Services Complex**

ELECTION DISTRICT POPULATION

Election Districts (Includes Town)	Total District Population (2010 Census)	Total District Population (2020 Census)	Adjusted population (2020 Census)	% Change [Adjusted]
Fork	7193	7796	7842	9.02%
Happy Creek	8318	7670	7685	-7.61%
North River	7114	8604	8311	16.83%
Shenandoah	8163	8838	8865	8.60%
South River	6651	7819	7869	18.31%

The Virginia Division of Legislative Services states that, "Equal population is the most fundamental requirement of redistricting for congressional, state legislative, and local election districts, rooted in the Constitution of the United States and the Constitution of Virginia."

It further explains the principals in creating equal population for local election districts in the following text from the Guide to Local Redistricting for 2021.

> The U.S. Supreme Court has held that the substantially equal population requirement of the Equal Protection Clause applies to local election districts, as well. Article VII, Section 5 of the Constitution of Virginia also contains an equal population requirement for local election districts, requiring districts to be constituted to give "as nearly as is practicable, representation in proportion to the population of the district." This requirement is repeated in subsection B of § 24.2-304.1 of the Code of Virginia.
>
> Substantial equality and permitted deviations. The U.S. Supreme Court has held that local election districts are subject to the substantially equal population standard, meaning the populations of local election districts do not have to be precisely equal. With this standard of substantial equality and permitted deviations, the question is, then, how much deviation is permitted and under what circumstances. Case law answering this question has evolved over the decades and, in 2016, the U.S. Supreme Court provided a clear and concise summation of where the standard stands now:

States must draw congressional districts with populations as close to perfect equality as possible. But, when drawing state and local legislative districts, jurisdictions are permitted to deviate somewhat from perfect population equality to accommodate traditional districting objectives, among them, preserving the integrity of political subdivisions, maintaining communities of interest, and creating geographic compactness. When the maximum population deviation between the largest and smallest district is less than 10 percent, the Court has held, a state or local legislative map presumptively complies with the one-person, one-vote rule. Maximum deviations above 10 percent are presumptively impermissible.

Therefore, the answer to the question is that local election districts should have populations that are substantially equal to each other, with a plus or minus five percent deviation from the ideal district population. For example, if the ideal district population is 1,000 persons, a district may have as many as 1,050 persons or as few as 950 persons in it.

OPTIONS

Option #1

The first option moves the boundary line to follow Morgan Ford Road and Howellsville Road to connect to the existing Shenandoah/Happy Creek boundary. Approximately 565 persons will be added to the Happy Creek Election District from the current Shenandoah Election District. The subdivisions being added include Apple Mountain Lake West, Aspen Hills (Greenfield, Skyview, Section Two), Rockwood, Wildcat Knob, Manassas Run Manor, a portion of Shannon Subdivision, Shannon Woods, Morgans Ridge, Riverton Corp. Property, Land of the Blue Ridge, Ball, and Heater.

Election Districts (Includes Town)	**Adjusted population (2020 Census)**	**Substantial Equality Percentage**	**Updated Pop Option 1 (2020 Adj Pop)**	**Substantial Equality Percentage**
Fork	7842	3.47%	7842	3.47%
Happy Creek	**7685**	**5.59%**	**8250**	**-1.64%**
North River	8311	-2.37%	8311	-2.37%
Shenandoah	**8865**	**-8.47%**	**8300**	**-2.24%**
South River	7869	3.12%	7869	3.12%
TOTAL	40572			
EQUAL POPULATION	8114.4			

Option #2

The second option moves the existing election district boundary line between the Shenandoah and Happy Creek Districts to include a portion of Shenandoah Farms Mountain View subdivision and Linden Heights subdivision. Approximately 494 persons will be added to the Happy Creek Election District from the current Shenandoah Election District.

Election Districts (Includes Town)	Adjusted population (2020 Census)	Substantial Equality Percentage	Updated Pop Option 2 (2020 Adj Pop)	Substantial Equality Percentage
Fork	7842	3.47%	7842	3.47%
Happy Creek	**7685**	**5.59%**	**8179**	**-0.79%**
North River	8311	-2.37%	8311	-2.37%
Shenandoah	**8865**	**-8.47%**	**8371**	**-3.07%**
South River	7869	3.12%	7869	3.12%
TOTAL	40572			
EQUAL POPULATION	8114.4			

Options 1 & 2 Impact on Precincts

The proposed new areas for both options 1 & 2 would be added to the Linden Precinct. The distances between the Happy Creek and Linden polling locations are approximately 5 miles each. Adding this new area to the Linden Precinct equals out the number of potential voters between these precincts.

In the future, the Shenandoah Farms Fire Dept (Co. 6) or adjacent community building could potentially be used as a polling location for the Shenandoah District; these facilities are now within Warren County due to the recent Warren/Clarke boundary adjustment.

Attachments:

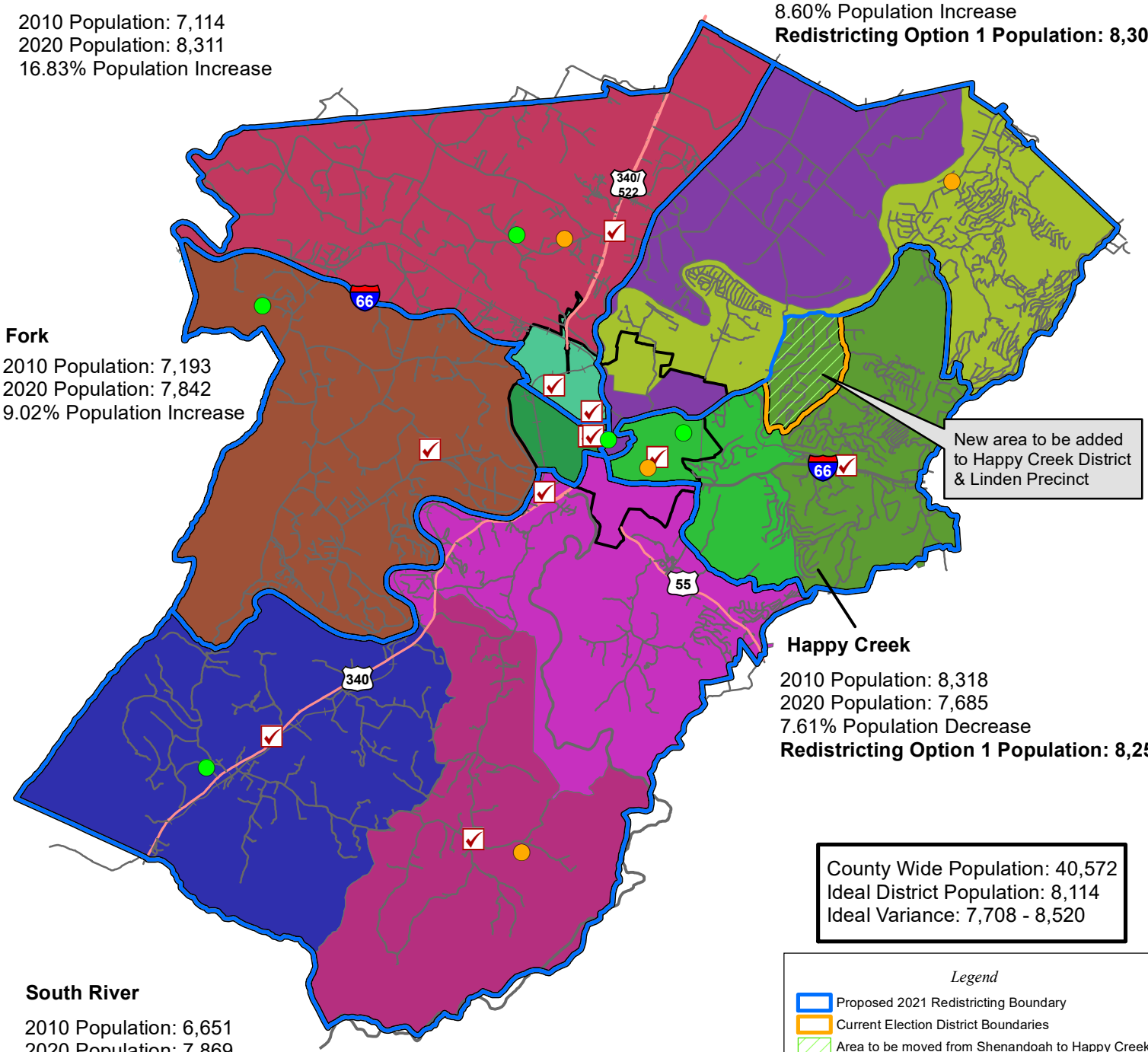
- Redistricting Maps
- Redistricting Demographics
- Draft Ordinance

Warren County, VA

2021 Redistricting: Option 1

Shenandoah
2010 Population: 8,163
2020 Population: 8,865
8.60% Population Increase
Redistricting Option 1 Population: 8,300

North River
2010 Population: 7,114
2020 Population: 8,311
16.83% Population Increase



Fork
2010 Population: 7,193
2020 Population: 7,842
9.02% Population Increase

New area to be added to Happy Creek District & Linden Precinct

Happy Creek
2010 Population: 8,318
2020 Population: 7,685
7.61% Population Decrease
Redistricting Option 1 Population: 8,250

South River
2010 Population: 6,651
2020 Population: 7,869
18.31% Population Increase

County Wide Population: 40,572
Ideal District Population: 8,114
Ideal Variance: 7,708 - 8,520

Legend
- Proposed 2021 Redistricting Boundary
- Current Election District Boundaries
- Area to be moved from Shenandoah to Happy Creek
- Front Royal Boundary
- County Boundary
- Polling Locations
- School Board Member
- Board of Supervisors Member
- Interstate
- Highways
- County Roads
- Railroad

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Miles

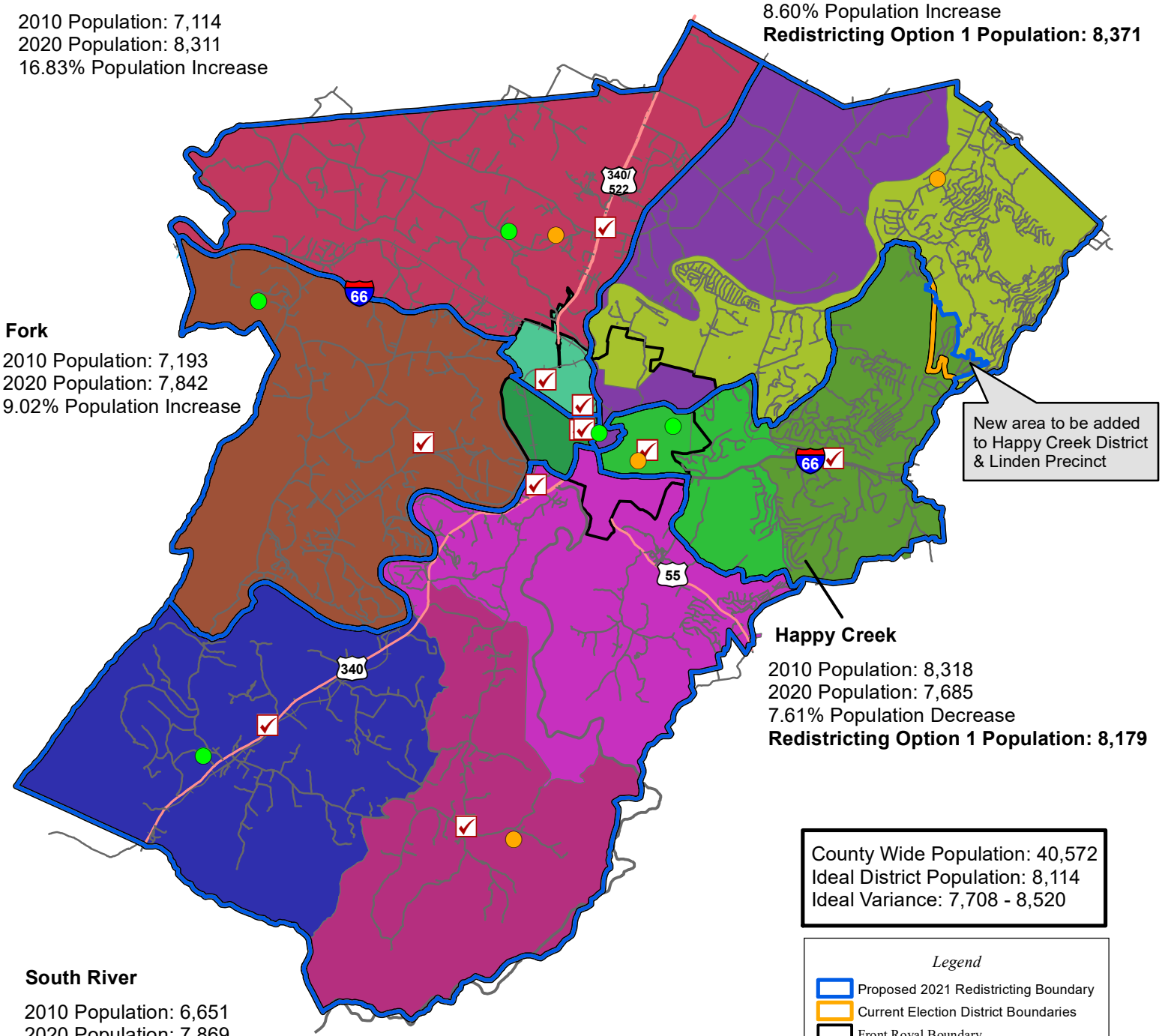
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December 2021

Warren County, VA

2021 Redistricting: Option 2

Shenandoah
2010 Population: 8,163
2020 Population: 8,865
8.60% Population Increase
Redistricting Option 1 Population: 8,371

North River
2010 Population: 7,114
2020 Population: 8,311
16.83% Population Increase



Fork
2010 Population: 7,193
2020 Population: 7,842
9.02% Population Increase

New area to be added to Happy Creek District & Linden Precinct

Happy Creek
2010 Population: 8,318
2020 Population: 7,685
7.61% Population Decrease
Redistricting Option 1 Population: 8,179

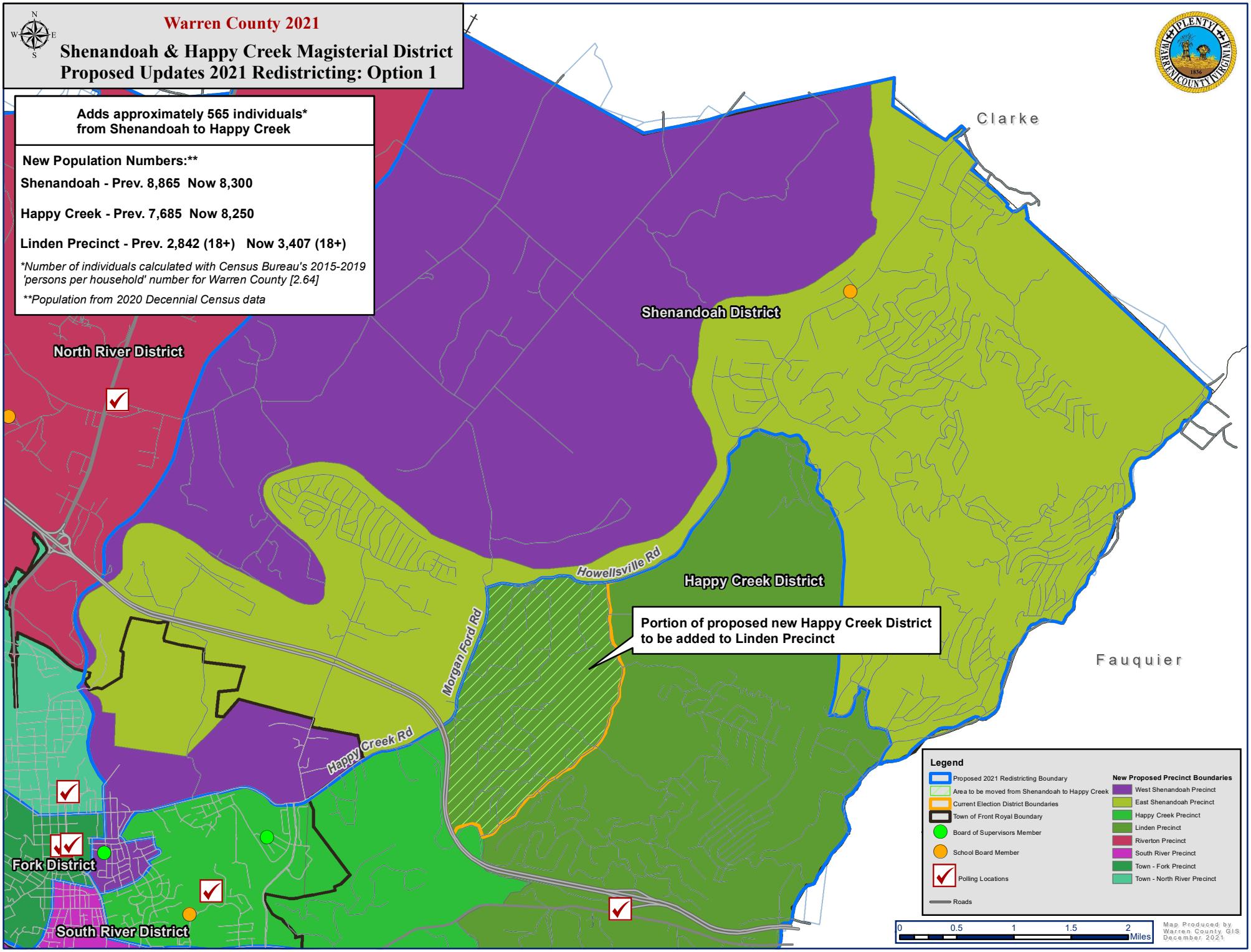
South River
2010 Population: 6,651
2020 Population: 7,869
18.31% Population Increase

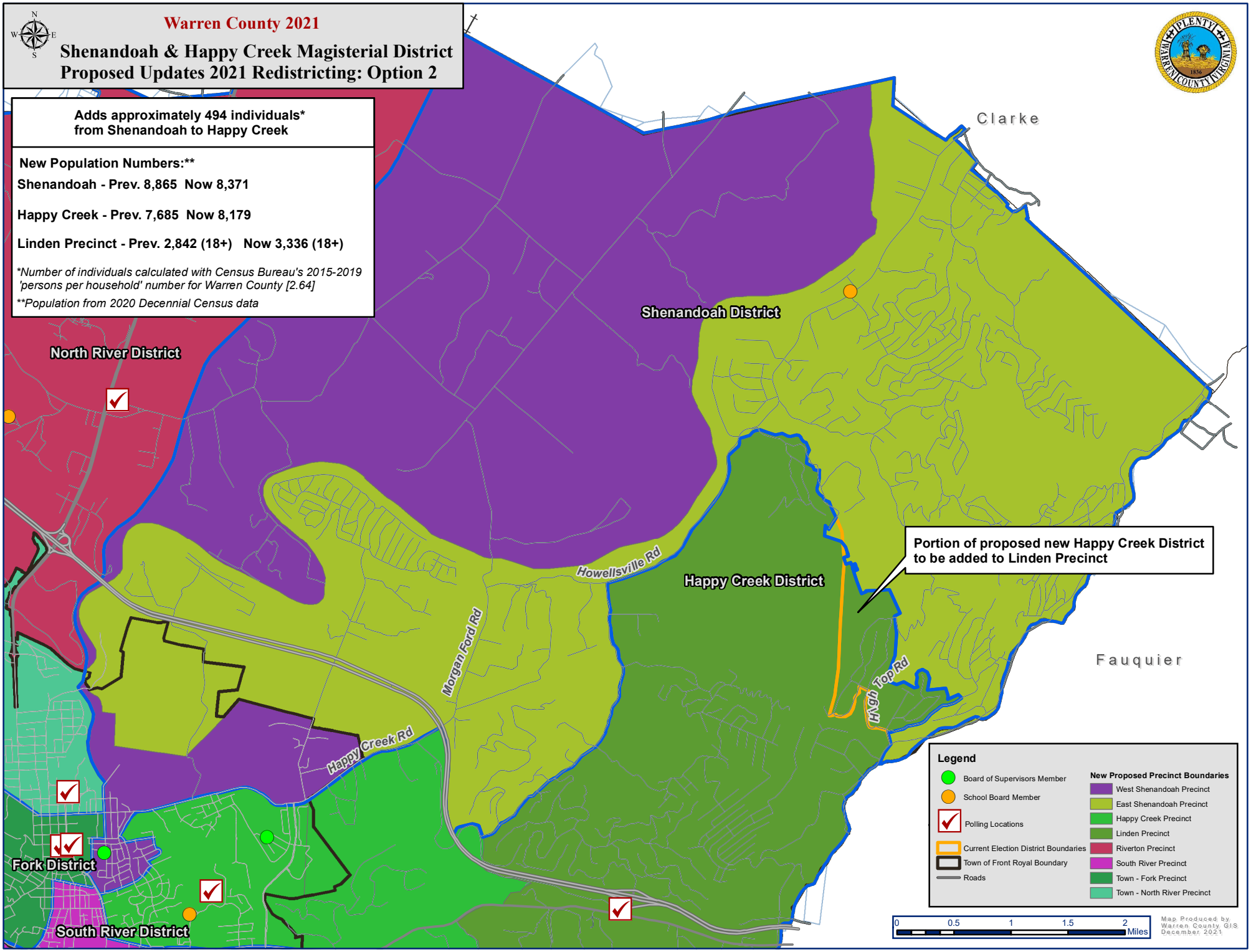
County Wide Population: 40,572
Ideal District Population: 8,114
Ideal Variance: 7,708 - 8,520

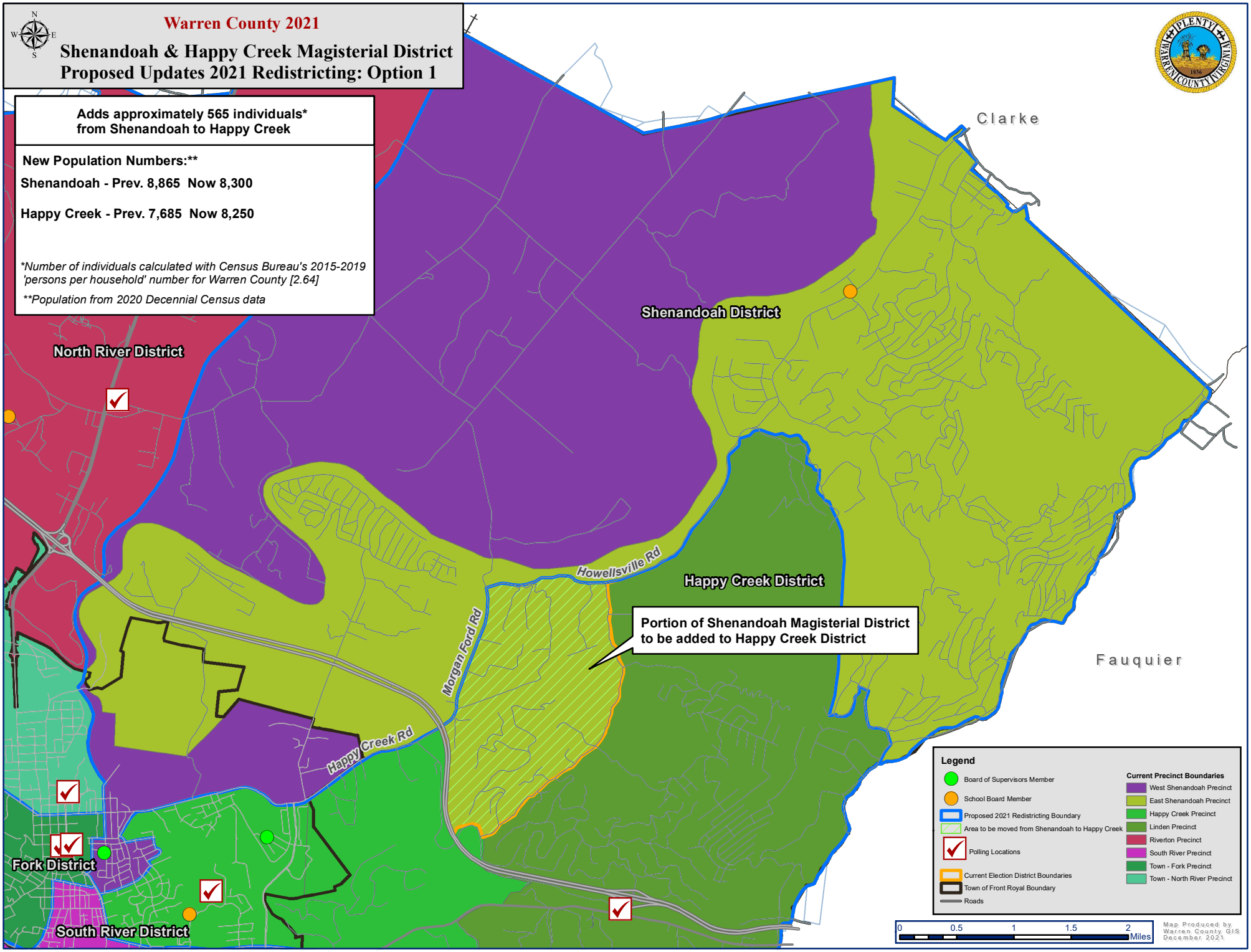
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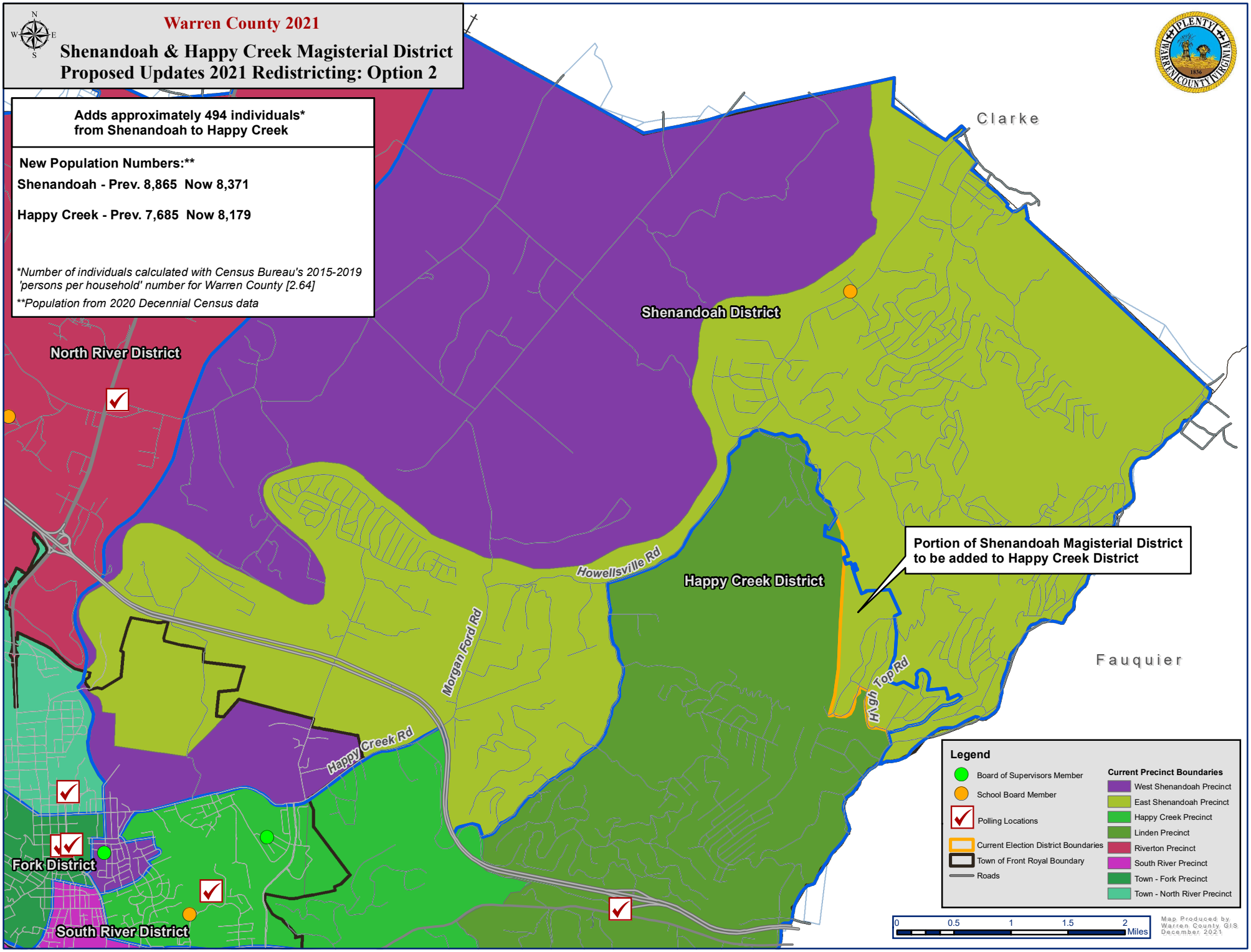
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December 2021


Warren County 2021
Shenandoah & Happy Creek Magisterial District
Proposed Updates 2021 Redistricting: Option 1
Adds approximately 565 individuals* from Shenandoah to Happy Creek
New Population Numbers:**
Shenandoah - Prev. 8,865 Now 8,300
Happy Creek - Prev. 7,685 Now 8,250
Linden Precinct - Prev. 2,842 (18+) Now 3,407 (18+)
*Number of individuals calculated with Census Bureau's 2015-2019 'persons per household' number for Warren County [2.64]
**Population from 2020 Decennial Census data
Clarke
Shenandoah District
North River District
Howellsville Rd
Happy Creek District
Morgan Ford Rd
Portion of proposed new Happy Creek District to be added to Linden Precinct
Fauquier
Happy Creek Rd
Fork District
South River District
Legend
Proposed 2021 Redistricting Boundary
Area to be moved from Shenandoah to Happy Creek
Current Election District Boundaries
Town of Front Royal Boundary
Board of Supervisors Member
School Board Member
Polling Locations
Roads
New Proposed Precinct Boundaries
West Shenandoah Precinct
East Shenandoah Precinct
Happy Creek Precinct
Linden Precinct
Riverton Precinct
South River Precinct
Town - Fork Precinct
Town - North River Precinct
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Map Produced by Warren County GIS December 2021

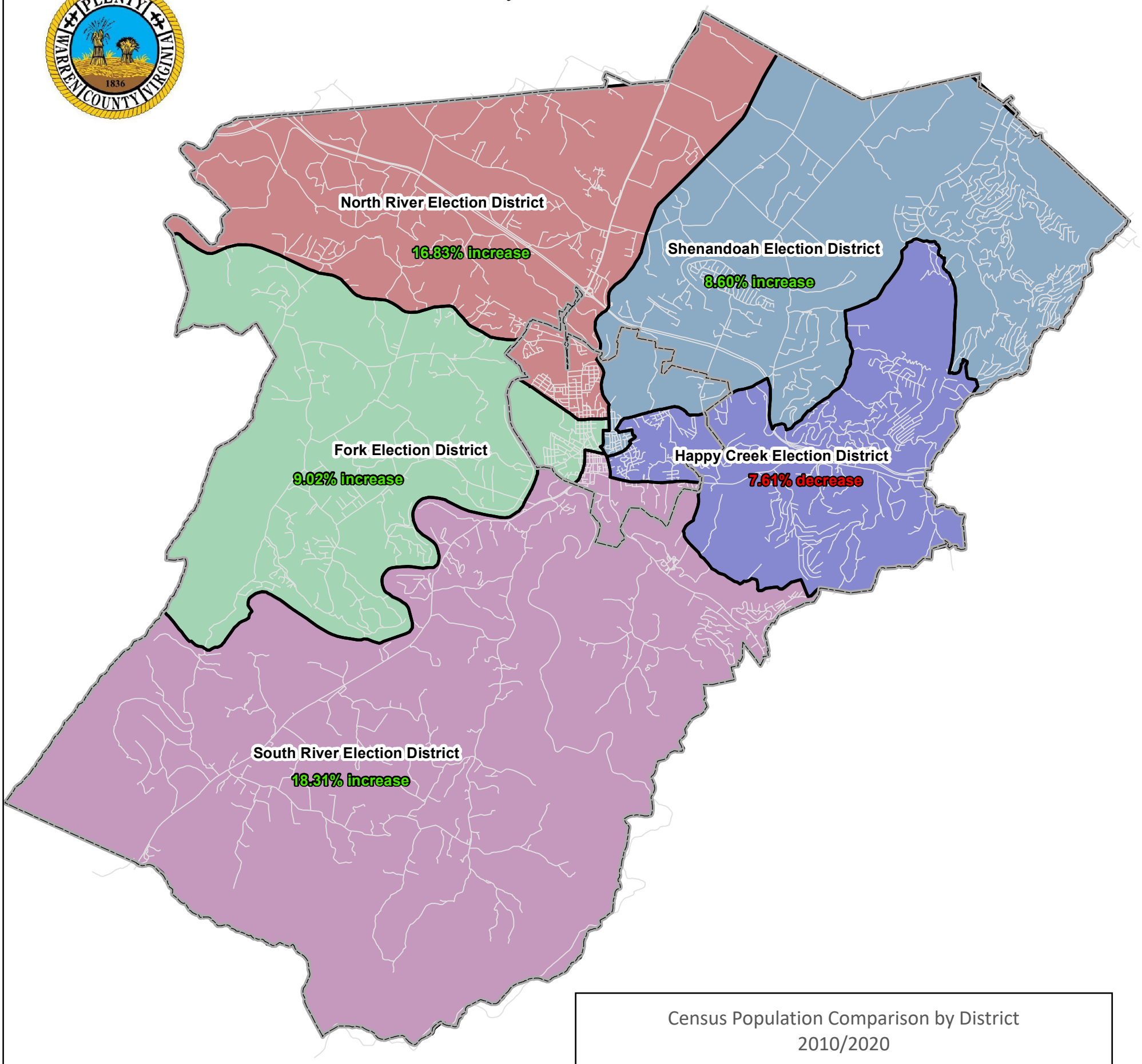

Warren County 2021
Shenandoah & Happy Creek Magisterial District
Proposed Updates 2021 Redistricting: Option 2
Adds approximately 494 individuals* from Shenandoah to Happy Creek
New Population Numbers:**
Shenandoah - Prev. 8,865 Now 8,371
Happy Creek - Prev. 7,685 Now 8,179
Linden Precinct - Prev. 2,842 (18+) Now 3,336 (18+)
*Number of individuals calculated with Census Bureau's 2015-2019 'persons per household' number for Warren County [2.64]
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Happy Creek District
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Riverton Precinct
South River Precinct
Town - Fork Precinct
Town - North River Precinct
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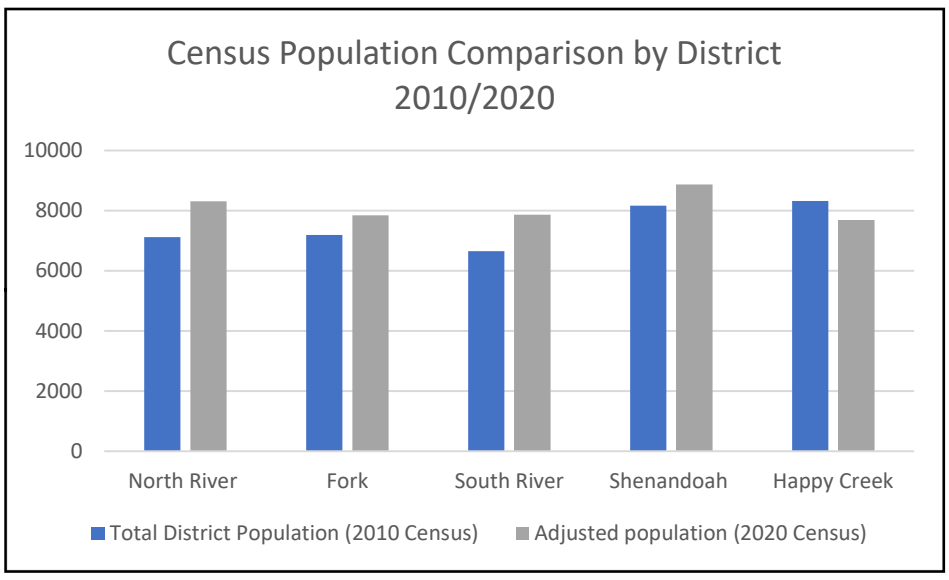

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Map Produced by Warren County GIS December 2021


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Linden Precinct
Riverton Precinct
South River Precinct
Town - Fork Precinct
Town - North River Precinct
0 0.5 1 1.5 2 Miles
Map Produced by Warren County GIS December 2021

Warren County Election District Populations

* Includes Town of Front Royal





Legend

- Town/County Boundary

Election Districts

- Fork Election District
- Happy Creek Election District
- North River Election District
- Shenandoah Election District
- South River Election District

Election Districts (Includes Town)	Total District Population (2010 Census)	Total District Population (2020 Census)	Adjusted population (2020 Census)	% Change [Adjusted]
North River	7114	8604	8311	16.83% increase
Fork	7193	7796	7842	9.02% increase
South River	6651	7819	7869	18.31% increase
Shenandoah	8163	8838	8865	8.60% increase
Happy Creek	8318	7670	7685	7.61% decrease
Total County Pop (2010)	37439			
Total County Pop (2020)	40727			
Adj County Pop (2020)	40572			
% Change [Adjusted]	8.34% increase			

Notes:

*2020 population numbers taken from 'ADJPOP' field from U.S. Census Bureau voting district table [Accounts for Prisoner Adjustment]

**2010 population numbers from 2011 redistricting documents

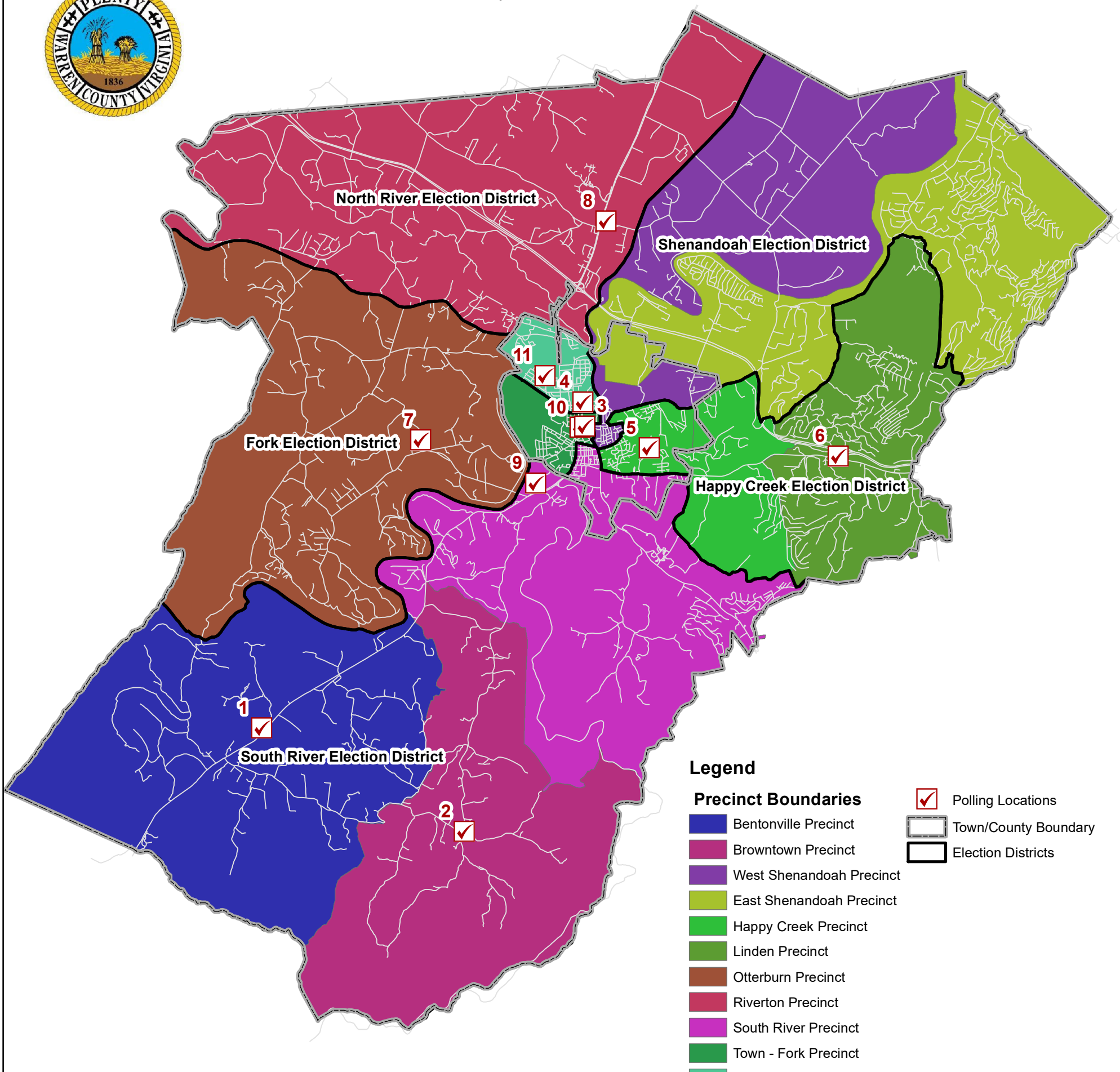
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November 2021

Warren County Election Districts & Polling Locations

* Includes Town of Front Royal



	Precincts	Polling Location	Address
1	Bentonville	South Warren Fire Dept.	3330 Stonewall Jackson Hwy
2	Browntown	Browntown Community Center	12 Browntown Rd
3	West Shenandoah [Town/County]	Front Royal Fire Dept.	221 N Commerce Ave
4	East Shenandoah	Youth Center	200 E 8th St
5	Happy Creek [Town/County]	Warren County High School	155 Westminster Dr
6	Linden	Linden Fire Dept.	4561 John Marshall Hwy
7	Oterburn	Warren County Airport	229 Stokes Airport Rd
8	Riverton	North Warren Fire Dept.	266 Rockland Ct
9	South River [Town/County]	Skyline High School	151 Skyline Vista Dr
10	Fork [Town]	Warren County Government Center	220 N Commerce Ave
11	North River [Town]	Health & Human Services	465 W 15th St

0 1 2 4 6 8 Miles

N

Created by
Warren County GIS
December 2021

Fiscal Year 2021-2022 Budget Appropriations and Transfers

Submitted for Board of Supervisor Approval on December 14, 2021

	Dept/Fund	Tran/Appr	Description	Amount	Source
1	Planning and Zoning	Transfer	Litter Control Grant - FR/WC Anti-Litter Council	$ 17,764	Donation
2	Public Works	Transfer	Reimbursement of DOAV Grant Projects # MT0019-60 for AWOS Wind Sensor Repair	$ 2,756	Reimbursement
3	Parks and Rec	Transfer	Cover Expenses for GROW Scholarship and Fee Waiver	$ 77	Scholarship
4	Fire and Rescue	Transfer	1. Insurance replacement funds for damaged SCBA Units in ESA Lane Fire Incident. 2 .Insurance replacement funds for damaged equipment in ESA Lane Fire Incident. 3. To establish countywide PPE Gear Program as approved by the WCBOS. 4. To support the establishment of the County Incident Command and Accountability Standard, Verified with Middletown that no funds are owed. 5. To replace funds utilize for PPE purchased out of uniform funds. 6. To replace funds utilized for Fire Ops purchases made from uniform funds. 7. To implement a maintenance contract for the cots purchases with the new medic units.	$ 40,742	Reimbursement
5	Skyline Training Academy	Appr.	To appropriate personnel and building cost reimbursement received from Clarke County Sheriff's Office, relating to special training held on 10/16/21 and 10/17/21. The reimbursement was originally posted to 3-92-18990-99 Miscellaneous Revenue	$ 524	Reimbursement

Warren County Delinquent Tax Collections Monthly Report

Month: November 2021

Pond Law Group:	$1,508.19
TACS:	$14,677.41
TOTAL:	**$16,185.60**

Pond total for 2021:	$87,811.31
TACS total for 2021:	$113,099.07
Cumulative total for 2021:	**$200,910.38**

Grand Total for 2016:	$251,948.77
Grand Total for 2017:	$523,039.78
Grand Total for 2018:	$431,438.35
Grand Total for 2019:	$307,386.55
Grand Total for 2020:	$148,238.27

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		

Sands Anderson				
Date	**Invoice #**	**Amount**		
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		
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	
5/10/2021	16260	$1,034.00	Rudiger, Green & Kerns	(Received 10/13/21)
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	

Sands Anderson			
Date	**Invoice #**	**Amount**	
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
7/15/2021	P0100193199	$8,679.30	KLDiscovery (formerly Superior Document Services)
7/22/2021	486778	$128,239.06	
8/6/2021	427284	$1,561.25	Planet Depos
8/6/2021	427280	$839.50	Planet Depos
8/12/2021	P0100197486	$9,619.30	KLDiscovery (formerly Superior Document Services)
8/23/2021	P0100198232	$9,659.30	KLDiscovery (formerly Superior Document Services)
9/3/2021	432329	$786.00	Planet Depos
9/10/2021	P0100202487	$8,762.20	KLDiscovery (formerly Superior Document Services)
9/17/2021	496211	$120,505.13	
10/11/2021	P0100205568	$9,379.50	KLDiscovery (formerly Superior Document Services)
10/25/2021	446049	$1,200.60	Planet Depos
10/25/2021	446050	$641.50	Planet Depos
10/26/2021	500972	$126,954.16	
11/1/2021	143233	$878.00	Casamo Court Reporting
11/9/2021	P0100211273	$8,514.50	KLDiscovery (formerly Superior Document Services)
11/18/2021	505498	$130,168.18	
11/18/2021	451074	$1,208.95	Planet Depos
11/18/2021	451076	$740.50	Planet Depos
Balance		**$4,612,075.71**	

	DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 COLLECTED Y-T-D	% FY 2021-22 COLLECTED	DIFFERENCE CURRENT TO PRIOR YR
	** GENERAL FUND **								
	GENERAL PROPERTY TAXES								
11010	Real Estate Taxes	28,409,845	32,067,392	25,002,164	7,907,546	31,183,001	16,517,009	52.97%	8,609,463
11020	Public Service Tax	6,026,139	7,000,793	6,846,454	631,100	6,600,000	1,935,297	29.32%	1,304,197
11030	Personal Property Tax	16,855,760	16,475,911	20,407,166	8,394,219	18,408,000	7,543,160	40.98%	(851,059)
11040	Machinery & Tools Tax	1,734,980	1,575,439	2,201,349	754,985	1,809,000	532,020	29.41%	(222,965)
11050	Mineral Rights	3,087	3,281	1,783	-	3,000	1,732	57.73%	1,732
11060	Penalties and Interest	905,562	871,424	982,603	309,818	1,000,000	360,516	36.05%	50,697
	*** SUBTOTAL ***	**53,935,373**	**57,994,240**	**55,441,519**	**17,997,668**	**59,003,001**	**26,889,734**	**45.57%**	**8,892,066**
	OTHER LOCAL TAXES								
12010	Local Sales & Use	3,925,330	4,575,698	4,309,845	1,678,436	5,100,000	938,528	18.40%	(739,908)
12010	Communications Tax	755,473	738,247	553,454	115,518	780,000	162,589	20.84%	47,071
12020	Utility Tax	735,999	741,898	684,710	242,013	760,000	247,110	32.51%	5,097
12030	Business License	830,981	977,124	1,149,077	74,961	1,000,000	71,692	7.17%	(3,269)
12040	Recordation Taxes (Grantee)	481,619	650,593	859,490	296,573	740,000	177,540	23.99%	(119,033)
12050	Motor Vehicle License Tax	895,786	850,319	932,782	160,799	950,000	136,108	14.33%	(24,691)
12070	Recordation (Grantor) Will	135,524	154,419	199,419	70,089	100,000	47,960	47.96%	(22,129)
12080	Meals and Beverage Tax	1,015,726	898,042	979,542	336,642	1,000,000	449,753	44.98%	113,112
12090	Cigarette Tax	-	-	-	-	100,000	-	0.00%	-
312100	Lodging Tax	193,895	210,189	291,949	119,558	250,000	164,050	65.62%	44,492
	*** SUBTOTAL ***	**8,970,333**	**9,796,529**	**9,960,268**	**3,094,587**	**10,780,000**	**2,395,330**	**22.22%**	**(699,257)**
	PERMITS, FEES, AND LICENSES								
13010	Animal License Fees	41,877	32,557	37,586	19,406	45,000	17,614	39.14%	(1,792)
13030	Permits & Other Licenses	729,227	714,136	693,161	302,551	754,838	457,324	60.59%	154,774
130325	Waste Permit Decal Fee	2,061	2,405	2,800	735	-	670	0.00%	(65)
	*** SUBTOTAL ***	**773,165**	**749,098**	**733,547**	**322,692**	**799,838**	**475,608**	**59.46%**	**152,917**
	FINES AND FORFEITURES								
14010	Court Fines	98,148	65,027	109,310	120,331	90,000	41,736	46.37%	(78,595)
14020	Other Court Costs	-	-142	723	78	-	-	0.00%	(78)
	*** SUBTOTAL ***	**98,148**	**64,885**	**110,033**	**120,408**	**90,000**	**41,736**	**46.37%**	**(78,672)**
	USE OF MONEY AND PROPERTY								
15010	Revenue From Use of Money	497,943	432,648	124,732	132,571	250,000	(46,041)	-18.42%	(178,612)
15020	Revenue From Use of Property	375,835	330,399	310,371	126,890	492,000	148,196	30.12%	21,306
	*** SUBTOTAL ***	**873,778**	**763,047**	**435,103**	**259,461**	**742,000**	**102,155**	**13.77%**	**(157,306)**

	CHARGES FOR SERVICES								
16010	Charges for Services (Sheriff)	2,396	2,396	2,396	2,396	2,000	-	0.00%	(2,396)
16020	Charges for Commonwealth Att.	4,025	4,426	3,971	1,018	4,000	1,159	28.96%	140
16050	Charges for Corrections & Det.	73,220	45,530	68,634	18,942	70,000	29,240	41.77%	10,298
16080	Charges for Sanitation & Waste	1,061,121	1,228,912	982,174	329,888	1,300,000	548,365	42.18%	218,477
16160	Sales of Map Survey	12,239	17,649	9,359	3,271	17,000	4,205	0.00%	935
16170	Sale of Copies - Comm. Of Rev.	756	880	525	125	4,000	125	0.00%	-
16180	Sales of Copies - Treasurer	-	10	-	-	-	-	0.00%	-
16990	Other Charges for Services	7,500	15,780	50,757	24,558	57,500	37,643	65.47%	13,086
	*** SUBTOTAL ***	**1,161,256**	**1,315,583**	**1,117,817**	**380,197**	**1,454,500**	**620,737**	**42.68%**	**240,539**
	MISCELLENAOUS AND RECOVERED COSTS								
18030	Refunds, Loans, and Fees	1,465,204	649,907	1,283,687	156,088	648,000	166,106	25.63%	10,018
18990	Miscellaneous and Recovered Costs	1,040,425	647,263	1,152,211	53,328	3,317,775	149,675	4.51%	96,347
19120	Sale of Recyclable Materials	84,095	56,705	118,284	36,014	90,000	60,501	67.22%	24,487
	*** SUBTOTAL ***	**2,589,724**	**1,353,875**	**2,554,183**	**245,429**	**4,055,775**	**376,282**	**9.28%**	**130,853**
	STATE REVENUE								
22010	Non-Categorical Aid	213,493	190,468	30,808	21,729	211,000	16,822	7.97%	(4,907)
23010	Shared Expenses - Commonwealth's A	420,119	488,698	439,640	152,361	517,756	164,182	31.71%	11,821
23020	Shared Expenses - Sheriff	1,703,155	1,751,230	1,532,260	536,219	1,838,572	747,689	40.67%	211,470
23030	Shared Expenses - Commissioner of I	157,015	161,757	148,541	53,229	195,008	64,191	32.92%	10,962
23040	Shared Expenses - Treasurer	117,880	111,920	148,541	35,671	128,601	41,153	32.00%	5,481
23060	Shared Expenses - Registrar	42,436	68,361	47,286	-	40,000	-	0.00%	-
23080	Shared Expenses - Clerk of Court	342,858	333,649	311,625	99,633	354,750	112,852	31.81%	13,218
24010	State VPA/Welfare Reimbursement	1,086,228	1,131,478	1,022,353	450,549	1,432,657	491,891	34.33%	41,342
24020	Categorical Aid	1,014,390	866,288	899,464	240,418	1,050,004	286,201	0.00%	45,783
24040	Other Categorical Aid	1,031,845	1,211,178	438,807	92,773	1,689,720	68,591	4.06%	(24,182)
	*** SUBTOTAL ***	**6,129,420**	**6,315,027**	**5,019,325**	**1,682,583**	**7,458,068**	**1,993,571**	**26.73%**	**310,988**
	FEDERAL REVENUE								
31010	Revenue from the Federal Governmer	1,980,125	2,068,016	4,732,976	2,821,306	2,503,051	808,628	32.31%	(2,012,678)
	*** SUBTOTAL ***	**1,980,125**	**2,068,016**	**4,732,976**	**2,821,306**	**2,503,051**	**808,628**	**32.31%**	**(2,012,678)**
	INTERGOVERNMENTAL								
41050	Transfers from Other Funds	5,147,179	5,254,583	1,663,481	776,497	969,329	347,011	35.80%	(429,486)
41090	Use of Fund Balance	0	-	-	-	-	-	0.00%	-
	*** SUBTOTAL ***	**5,147,179**	**5,254,583**	**1,663,481**	**776,497**	**969,329**	**347,011**	**35.80%**	**(429,486)**
TOTAL GENERAL FUND REVENUE		**81,658,502**	**85,674,883**	**81,768,252**	**27,700,828**	**87,855,562**	**34,050,792**	**38.76%**	**6,349,964**

	** FRONT ROYAL WARREN COUNTY AIRPORT **								
15010	Interest on Bank Deposits	-	-	-	-	-	-	0.00%	-
15020	Hangar Rentals	190,863	192,183	178,607	73,611	220,000	75,961	34.53%	2,351
18990	Miscellaneous Income	1,001	2,000	-	-	-	-	0.00%	-
24040	State Grants	29,408	9,894	4,785	1,365	-	31,140	0.00%	29,775
31020	Federal Grants	156,938	50,615	4,250	4,250	-	21,368	0.00%	17,119
41050	Transfer from Other Funds	-	-	-	-	-	-	0.00%	-
									-
TOTAL AIRPORT FUND		**378,210**	**254,692**	**187,641**	**79,226**	**220,000**	**128,469**	**58.40%**	**49,244**
	** COST RECOVERY **								
16090	**Cost Recovery Fees**	**1,092,766**	**967,994**	**695,609**	**325,938**	**900,000**	**325,436**	**36.16%**	**(502)**
	** ECONOMIC DEVELOPMENT AUTHORITY **								
	Miscellaneous Income	-	539,514	36,899	35,776	627,800	-	-	(35,776)
	Transfer from General Fund	-	108,234	323,931	259,285	1,157,500	74,725	-	(184,560)
	Debt Service	-	619,338	650,958	231,292	-	335,275	-	103,983
	Interest Income	-	218,527	275,278	115,416	-	117,606	-	2,190
	Rent Income	-	67,311	117,290	21,542	-	202,601	-	181,060
TOTAL EDA		**0**	**1,552,924**	**1,404,357**	**663,311**	**1,785,300**	**730,208**	**40.90%**	**66,897**

	DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 Y-T-D AMOUNT	% BUDGET EXPENDED	DIFFERENCE CURRENT TO PRIOR YR
	GENERAL GOVERNMENT								
11010	Board of Supervisors	919,699	2,404,331	2,160,448	578,760	179,000	80,669	45.07%	(498,091)
12020	County Administration	700,293	627,554	596,392	284,914	500,000	205,450	41.09%	(79,464)
12030	Human Resources	-	-	1,924	-	169,900	46,475	27.35%	46,475
12040	County Attorney	214,382	168,366	154,390	61,661	344,000	130,773	38.02%	69,112
12060	Information Technology	-	-	-	-	70,000	202,414	289.16%	202,414
12090	Commissioner of the Revenue	635,865	683,315	696,470	289,010	777,000	299,568	38.55%	10,558
12110	Reassessment	286,286	1,881	1,296	437	50,000	32,927	65.85%	32,490
12130	Treasurer	527,612	498,997	535,950	224,613	566,000	238,013	42.05%	13,400
12150	Finance & Purchasing	325,425	296,187	372,293	142,922	448,000	148,536	33.16%	5,615
13000	Elections	202,918	262,463	279,730	103,741	391,000	140,685	35.98%	36,945
	*** SUBTOTAL ***	**3,812,480**	**4,943,094**	**4,798,893**	**1,686,058**	**3,494,900**	**1,525,510**	**43.65%**	**(160,548)**
	JUDICIAL ADMINISTRATION								
21010	Circuit Court	28,301	35,751	7,133	1,674	65,400	10,280	15.72%	8,606
21020	General District Court	18,888	17,872	24,706	7,020	24,300	5,879	24.19%	(1,142)
21030	Magistrates	4,104	4,584	4,536	1,900	5,800	2,336	40.28%	437
21050	Juvenile and Domestic Court	17,859	18,468	15,604	5,937	19,000	6,741	35.48%	804
21060	Clerk of Circuit Court	591,866	577,068	595,585	240,880	638,600	256,213	40.12%	15,334
21080	Law Library	47,729	54,092	57,570	23,255	54,300	24,363	44.87%	1,108
22010	Commonwealth's Attorney	785,036	952,916	1,057,942	426,735	1,105,200	464,579	42.04%	37,844
	*** SUBTOTAL ***	**1,493,783**	**1,660,751**	**1,763,076**	**707,401**	**1,912,600**	**770,391**	**40.28%**	**62,991**
	PUBLIC SAFETY								
31020	Sheriff's Department	4,062,799	4,077,795	4,725,508	1,932,758	4,953,000	2,135,356	43.11%	202,599
31040	E-911 System	542,115	622,601	709,678	273,198	753,000	605,384	80.40%	332,186
31050	School Resource	584,491	725,798	826,414	421,725	766,800	227,753	29.70%	(193,972)
32000	Volunteer Fire & Rescue	955,520	1,012,916	1,724,094	149,421	940,000	276,409	29.41%	126,988
33000	Court Services	971,896	960,997	929,591	407,662	998,300	447,996	44.88%	40,334
33030	Probation	63,230	43,332	10,316	1,568	41,000	1,368	3.34%	(200)
34010	Building Inspections	650,795	669,739	738,866	301,208	618,000	255,500	41.34%	(45,708)
35010	Animal Control	649,641	685,432	573,852	243,916	705,800	268,421	38.03%	24,505
35030	Medical Examiner	740	780	680	80	1,000	100	10.00%	20
35050	Fire & Rescue Department	3,086,725	3,338,898	4,012,144	1,670,951	4,376,000	1,709,218	39.06%	38,267
	*** SUBTOTAL ***	**11,567,952**	**12,138,288**	**14,251,143**	**5,402,488**	**14,152,900**	**5,927,505**	**41.88%**	**525,018**
	PUBLIC WORKS								
41010	Public Works/Sanitary Districts	389,345	372,848	487,575	164,333	428,200	180,104	42.06%	15,771
41020	Streets and Highways	17,018	17,818	9,499	3,762	20,000	22	0.11%	(3,740)
42030	Refuse Collection	710,782	753,168	796,471	268,769	786,000	301,789	38.40%	33,020
42035	Refuse Collection/Transfer Station	156,669	183,701	210,292	78,823	226,000	78,675	34.81%	(148)

42040	Refuse Disposal	2,414,597	2,695,474	2,546,563	858,213	2,880,000	961,617	33.39%	103,405
43000	Maintenance of Bldgs. & Grounds	1,223,179	1,484,045	1,769,655	660,541	1,396,000	661,104	47.36%	562
	*** SUBTOTAL ***	**4,911,590**	**5,507,054**	**5,820,055**	**2,034,441**	**5,736,200**	**2,183,311**	**38.06%**	**148,870**
	HEALTH/WELFARE/PARTNERSHIPS								
51000	Health	355,798	350,963	392,676	199,963	382,412	194,831	50.95%	(5,132)
52000	Mental Health & Disability	32,500	32,500	32,500	17,500	32,500	100,637	309.65%	83,137
53000	Social Services	3,943,902	3,820,576	4,015,443	1,671,589	5,045,779	1,768,003	35.04%	96,414
53090	Other Social Services	115,178	115,489	118,289	65,289	110,000	63,800	58.00%	(1,489)
53500	Comprehensive Services Act	1,731,108	1,678,560	2,026,204	459,902	1,785,000	590,051	33.06%	130,149
64010	Regional Partnerships	3,607,210	3,653,113	4,390,466	996,606	4,193,850	1,891,052	45.09%	894,446
	*** SUBTOTAL ***	**9,785,696**	**9,651,201**	**10,975,578**	**3,410,849**	**11,549,541**	**4,608,373**	**39.90%**	**1,197,524**
	PARK, REC & CULTURAL								
71010	Parks & Rec - Administration	772,963	792,983	637,928	281,049	892,000	321,906	0.00%	40,857
71020	Parks & Rec - Rec Programs	53,270	45,646	19,566	455	52,500	3,505	6.68%	3,049
71030	Parks & Rec - Maintenance	1,464,175	1,386,698	1,440,844	625,317	1,541,600	647,270	41.99%	21,954
73000	Library, Museums, Cult. Enrich.	994,134	1,006,758	1,018,087	512,044	1,018,100	504,050	49.51%	(7,994)
	*** SUBTOTAL ***	**3,284,542**	**3,232,085**	**3,116,424**	**1,418,864**	**3,504,200**	**1,476,731**	**42.14%**	**57,867**
	COMMUNITY DEVELOPMENT								
81010	Planning & Zoning Administration	436,799	419,519	388,235	187,450	473,000	187,222	39.58%	(227)
81050	Economic Development	54,117	108,234	302,194	129,292	3,197,500	1,245,413	38.95%	1,116,121
82000	Environmental Management	26,045	18,530	20,500	20,500	18,500	7,510	40.59%	(12,990)
83000	VPI Extension Service	109,101	114,738	111,998	41,748	121,000	46,118	38.11%	4,370
	*** SUBTOTAL ***	**626,062**	**661,021**	**822,927**	**378,989**	**3,810,000**	**1,486,263**	**39.01%**	**1,107,274**
	MISCELLANEOUS								
91000	Non-Departmental	982,803	782,300	2,682,925	190,313	1,884,000	229,792	12.20%	39,478
92000	Capital Outlay	18,547,831	6,774,261	3,410,276	9,821,952	2,779,408	581,782	20.93%	(9,240,170)
95000	Debt Service	-	11,351,634	11,686,376	3,317,981	11,846,251	3,395,843	28.67%	77,862
99010	Transfers to Other Funds	27,333,773	27,057,371	29,079,883	7,708,367	27,720,000	11,040,001	39.83%	3,331,634
	*** SUBTOTAL ***	**46,864,407**	**45,965,566**	**46,859,459**	**21,038,614**	**44,229,659**	**15,247,417**	**34.47%**	**(5,791,196)**
TOTAL GENERAL FUND		**82,346,512**	**83,759,060**	**88,407,555**	**36,077,703**	**88,390,000**	**33,225,502**	**37.59%**	**(2,852,201)**
81	**AIRPORT FUND**								
	Operating Expenditures	369,736	226,983	179,874	61,136	220,000	66,760	30.35%	5,624
	Transfer to General Fund	21,335	20,105	-	-	-	-	0.00%	-
	*** SUBTOTAL ***	**391,071**	**247,088**	**179,874**	**220,000**	**220,000**	**33,689**	**15.31%**	**(186,311)**
83	**COST RECOVERY FUND**								
	Operating Expenditures	**597,225**	**295,811**	**797,009**	**413,550**	**907,500**	**85,913**	**9.47%**	**(327,637)**
94	**ECONOMIC DEVELOPMENT AUTHORITY**								
	Operating Expenditures	**-**	**1,634,541**	**1,457,290**	**666,736**	**1,785,300**	**462,134**	**25.89%**	**(204,602)**

At a regular meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on November 18, 2021 at 6:30 PM.

Present: Cheryl L. Cullers, Chair (South River District); Archie A. Fox, Vice Chairman (Fork District); Walter J. Mabe (Shenandoah District); and Delores R. Oates (North River District); also present Dr. Edwin C. Daley, County Administrator; Taryn G. Logan, Deputy County Administrator; Jason J. Ham, Interim County Attorney; David Beahm, Building Official; Mike Berry, Public Works Director; James Bonzano, Chief of Fire and Rescue Services; Michael Coffelt, Sanitary District Manager; Rick Farrall, Emergency Coordinator; Caitlin Jordan, Senior Assistant County Attorney; Jane Meadows, Human Resources Director; Joe Petty, Planning Director; Matt Robertson, Finance Director; Alisa Scott, Deputy Finance Director; Sherry Sours, Commissioner of the Revenue; Matt Wendling, Deputy Planning Director; and Emily Ciarrocchi, Deputy Clerk of the Board

Absent: Tony F. Carter (Happy Creek District)

Closed Session – Section 2.2-3711(A)(6) of the Virginia Freedom of Information Act

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors entered into a closed meeting under the provisions of Section 2.2-3711(A)(6) of the Virginia Freedom of Information Act for discussion regarding the investing of public funds where competition or bargaining is involved where, if made public initially, the financial interest of the governmental unit would be adversely affected, such investment being related to property located in the North River Magisterial District within the limits of the Town of Front Royal:

Fox, Aye; Mabe, Aye; Cullers, Aye

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors certified to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711(A)(6) 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:

Oates, Aye; Cullers, Aye; Mabe, Aye; Fox, Aye

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

Adoption of Agenda – Additions or Deletions

Dr. Daley requested the removal of item J (Closed Session) due to the associated documentation not being ready to present to the Board and requested the closed session be rescheduled to the regular meeting on December 14, 2021.

DRAFT

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors adopted the agenda as amended:

Fox, Aye; Mabe, Aye; Cullers, Aye; Oates, Aye

Public Comment Period (60 Minute Time Limit)

There were no presentations from the public.

Reports – Board Members, County Administrator, Interim County Attorney

Mr. Fox had nothing to report.

Mr. Mabe had nothing to report.

Mrs. Oates reported the following:

- Thanked everyone in the community for their kind words and messages after the unexpected passing of her brother over a week ago; she cannot say "thank you" enough for the love that has been shown to her family

Mrs. Cullers reported the following:

- Attended the Veteran's Day ceremony at the Courthouse on November 11th and thanked the veterans in attendance at the meeting for their service
- Attended Virginia Association of Counties (VACo) Annual Conference in Norfolk, Virginia over the weekend
- Thanked Mr. Fox for representing the Board at the groundbreaking ceremony on November 16th for the expansion of Nature's Touch
- Wished everyone Happy Thanksgiving and expressed her gratitude for the opportunity to be on the Board and her thankfulness for County staff

Dr. Daley reported the following:

- Asked Matt Robertson, Finance Director, to speak, and Mr. Robertson introduced Alisa Scott as the new Deputy Finance Director
- Reminded the Board members of the following dates:
    - Joint tourism meeting with the Town and County on November 29th at 6:00 PM
    - Advance for returning and new Board members on December 1st at 3:00 PM
    - Advance for Department Heads and Constitutional Officers on December 8th beginning at 9:00 AM
    - Work session on December 7th at 6:00 PM

Appropriations and Transfers

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the additional appropriations and transfers as presented and shown below for November 2021:

Oates, Aye; Cullers, Aye; Mabe, Aye; Fox, Aye

APPROPRIATIONS

Parks and Recreation	To Appropriate Avtex donation check for Avtex Retirees Shelter at Siede Park	$46,400
Cost Recovery	To appropriate the 2021 EMPG VDEM Grant into the Cost Recovery account	$7,500

TRANSFERS

FROM: Special Projects **TO:** Fire and Rescue	To fund start-up cost for 8 paramedics to attend training which will be offset by scholarship reimbursement	$90,000
FROM: Special Projects **TO:** Capital Outlay	To renovate bathrooms, install flooring, install HVAC system and a fire alarm system in phase one of the project for Health and Human Services Complex Senior Center	$250,000

Approval of Accounts

Mrs. Oates noted the updated Sands Anderson spreadsheet the Board received prior to the meeting with the most recent invoice in the amount of $130,168.18 included. She reiterated the Board's direction for Sands Anderson to reduce costs.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the list of November 2021 accounts as presented:

Fox, Aye; Mabe, Aye; Cullers, Aye; Oates, Aye

Check Numbers 298735 to 299133 Total: $1,708,500.95

Approval of Minutes

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the following sets of minutes as presented:

- Regular Meeting of October 19, 2021
- Special Meeting of October 26, 2021
- Regular Meeting of November 3, 2021

Cullers, Aye; Mabe, Aye; Fox, Aye

Mrs. Oates voted to approve the minutes of the regular meeting of October 19, 2021 but abstained from voting for the October 26, 2021 and November 3, 2021 minutes due to being absent from the meetings.

Consent Agenda

1. Refund Request for Shawn M. and Ellen Prather – Sherry Sours
2. Written Confirmation for the Use of Sands Anderson for Samuels Public Library Amphitheater Project – Ed Daley/ Michelle Ross
3. Citizen Nomination to the Cedar Creek and Belle Grove National Historical Park Federal Advisory Commission – Emily Ciarrocchi/Lee Meyer
4. Use of Courthouse Lawn, Justice for Trey Rally – Emily Ciarrocchi/Heidi Teabo
5. Local Grant Match through the Northern Shenandoah Valley Regional Commission for the FY 2022 Transit Recovery Marketing Initiative – Ed Daley
6. Rescind the Declaration of Local Emergency by the Local Director of Emergency Management due to COVID-19 – Rick Farrall
7. Adoption of the Warren County Emergency Operations Plan – Chief James Bonzano
8. Proposed Naming of Unnamed Stream Parallel to Buck Mountain Road and in Front of Hidden Springs Senior Living as "Hidden Creek" – Ed Daley
9. Coyote Bounties – $50.00 Each – Animal Control
    - Timothy Fristoe (1)
    - Charles Woodard (1)

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the Consent Agenda as presented:

Fox, Aye; Mabe, Aye; Cullers, Aye; Oates, Aye

At this time, Mrs. Cullers recessed the meeting for fifteen minutes, and the meeting was reconvened at 7:30 PM for the public hearings.

Public Hearing – Ordinance to Add and Ordain Section 30-7 of the Warren County Code to add a one-time Bonus for Compensation Board-Funded Sheriff and Sheriff's Deputies in FY 2021-2022 – Ed Daley

Dr. Daley reported the 2021 Special Session of the Virginia Legislature included an appropriation of funding for a one-time $3,000 bonus payment prior to November 30, 2021 for Compensation Board-funded sworn positions in Sheriff's offices, including the Sheriff and Sheriff's deputies. If adopted, this ordinance would authorize the payment of this bonus, contingent upon the deputies meeting criteria.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Fox, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors adopted the proposed ordinance amending Warren County Code Section 30, Officers and Employees, to add Section 30-7, Payment of One-Time Bonus for Compensation Board-Funded Sheriff and Sheriff's Deputies in FY 2021-2022:

Oates, Aye; Cullers, Aye; Mabe, Aye; Fox, Aye

AN ORDINANCE TO AMEND CHAPTER 30 OF THE WARREN COUNTY CODE (OFFICERS AND EMPLOYEES) AND TO ADD AND ORDAIN SECTION 30-7 (PAYMENT OF ONE-TIME BONUS FOR COMPENSATION BOARD-FUNDED SHERIFF AND SHERIFF'S DEPUTIES IN FY 2021-2022)

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Warren County Code Section 30-7 be added and ordained as follows:

§ 30-7 Payment of one-time bonus for Compensation Board-funded Sheriff and Sheriff's Deputies in FY 2021-2022.

The 2021 Special Session of the Virginia Legislature included an appropriation of funding for a one-time $3,000 bonus payment prior to November 30, 2021 for Compensation Board-funded sworn positions in Sheriff's offices, including the Sheriff and Sheriff's deputies. This one-time $3,000 bonus payment shall be paid in November 2021 to eligible Warren County Sheriff's Office employees based on the following criteria:

(A). Compensation Board-Funded Employees Only. Eligible employees include the Sheriff of Warren County and sworn deputies of the Sheriff as identified in the "Permanent Personnel Detail" Compensation Board record for the Warren County Sheriff's Office at the time of enactment of this amendment; and

(B). Active Employment. Employees must be in an active pay status at the time the payment is made.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added is **underlined**.

Public Hearing – Ordinance to Add and Ordain Section 30-8 of the Warren County Code to add a one-time Bonus for Non-Compensation Board-Funded Sheriff's Deputies in FY 2021-2022 – Ed Daley

Dr. Daley reported with the adoption of the previous ordinance for Compensation Board-funded Sheriff's deputies, the Board of Supervisors would like to ensure this bonus is given to the non-Compensation Board funded Sheriff's deputies as well. The funding will be from the American Rescue Plan Act (2021) and is allowed for this purpose.

Mr. Fox wanted to ensure no County money would be spent on these bonuses, and Dr. Daley confirmed the funds would not be taken from regular budgetary revenues but rather from the American Rescue Plan Act monies the County received from the Federal government.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors adopted the proposed ordinance amending Warren County Code Section 30, Officers and Employees, to add Section 30-8, Payment of One-Time Bonus for Non-Compensation Board-Funded Sheriff's Deputies in FY 2021-2022:

Fox, Aye; Mabe, Aye; Cullers, Aye; Oates, Aye

AN ORDINANCE TO AMEND CHAPTER 30 OF THE WARREN COUNTY CODE (OFFICERS AND EMPLOYEES) AND TO ADD AND ORDAIN SECTION 30-8 (PAYMENT OF ONE-TIME BONUS FOR NON-COMPENSATION BOARD-FUNDED SHERIFF'S DEPUTIES IN FY 2021-2022)

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Warren County Code Section 30-8 be added and ordained as follows:

§ 30-8 Payment of one-time bonus for Non-Compensation Board-funded Sheriff's Deputies in FY 2021-2022.

The 2021 Special Session of the Virginia Legislature included an appropriation of funding for a one-time $3,000 bonus payment prior to November 30, 2021 for Compensation Board-funded sworn positions in Sheriff's offices, including the Sheriff and Sheriff's deputies. The Warren County Board of Supervisors has deemed it

appropriate to authorize the payment of $3,000 to non-Compensation Board funded Sheriff's deputies based on the following criteria:

(A). Hazardous Duty Employment. Employees must be Warren County Sheriff's Office (WCSO) performing hazardous duties and in a Virginia Retirement System (VRS) designated "Enhanced Benefits – Sheriff's Deputy" position. The designation of hazardous duty also applies to part-time employees who are performing the same hazardous duties as full-time employees but are not included in the Virginia Retirement System.

(B). Active Employment. Employees must be in an active pay status at the time the payment is made.

(C). Amount of Payment for Full-Time Employees. $3,000 for each active full-time employee, except for Compensation Board-funded Sheriff and Sheriff's Deputies who are eligible to receive the one-time bonus (Payment of $3,000 as authorized by separate ordinance).

(D). Amount of Payment for Part-Time Employees. $1,500 for each active part-time employee who has worked 400 hours or more for the period of January 1, 2021 through November 30, 2021.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added is **underlined**.

Public Hearing – Ordinance to Amend and Re-Ordain Chapter 160, Article XIX of the Warren County Code, "Transient Occupancy Tax" – Caitlin Jordan

Caitlin Jordan, Senior Assistant County Attorney, reported Virginia Code Section 58.1-3819 through Section 58.1-3926 authorizes counties to collect transient occupancy tax on the gross proceeds of room rentals of hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days. The 2021 General Assembly passed Senate Bill 1398 amending the Virginia Code to revise transient occupancy taxes to provide for tax reporting when a room is booked through an accommodation's intermediary (e.g. AirBnB, VRBO, Expedia, etc.). The transient occupancy tax will now be computed upon the basis of the total charges, or the total price paid for use or possession of the room, which includes fees imposed by the accommodation intermediary. Additionally, the Virginia Code was amended to provide that for any room rental where an accommodations provider contracts with an intermediary to facilitate the sale of accommodations and the intermediary charges the customer for the room and also an accommodations fee, the intermediary would be deemed the dealer for the transaction and would be required to separately state the taxes on the invoice and to collect the taxes on the entire amount paid for the use or possession of the room.

In light of these changes, Warren County Code Chapter 160, Article XIX "Transient Occupancy Tax" should be amended to conform with the Virginia Code. Namely, Warren County Code Sections 160-80, 160-81, 160-83, 160-84, 160-85, 160-86, 160-88, 160-89, 160-90, 160-91, 160-92, and 160-93 need to be amended to reflect these changes to the Virginia Code.

Additionally, Warren County Code Section 160-93 (Commission for the collection of taxes) provides that when a motel or short-term rental collects the transient occupancy tax, the payor will receive a commission in the form of a 5% deduction from the tax due and remitted to the County. Virginia Code 58.1-3819(D) permits localities to determine whether to award the commission or not. The Commissioner of Revenue is requesting the Board of Supervisors determine whether it wishes to continue to award the commission in light of the participation of accommodation intermediaries (e.g. AirBnB, VRBO, Expedia, etc.) or to repeal Warren County Code 160-93 entirely.

Mr. Mabe asked if there were any exemptions to paying the transient occupancy tax, for instance to a hotel or motel that is providing a room at a discounted rate for a homeless individual or family. Sherry Sours, Commissioner of the Revenue, responded there are no exemptions to the transient occupancy tax, and frequently, the hotel/motel would be providing the room to the individual/family for longer than thirty days, which means it would not fall under this tax anyway.

Despite the participation of accommodation intermediaries, the consensus of the Board was to continue the award of the 5% commission instead of repealing Section 160-93.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted the proposed ordinance to amend Warren County Code Sections 160-80, 160-81, 160-83, 160-84, 160-85, 160-86, 160-88, 160-89, 160-90, 160-91, 160-92, and 160-93 to conform with the Virginia Code regarding transient occupancy tax:

Oates, Aye; Cullers, Aye; Mabe, Aye; Fox, Aye

AN ORDINANCE TO AMEND CHAPTER 160, ARTICLE XIX (TRANSIENT OCCUPANCY TAX), OF THE WARREN COUNTY CODE

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF WARREN COUNTY, VIRGINIA that Section 160-80 (Definitions) be amended and re-ordained; that Section 160-81 (Tax imposed) be amended and readopted as follows; that Section 160-83 (Collection) be amended and readopted as follows; that Section 160-84 (Collections in trust for County) be amended and readopted as follows; that Section 160-85 (Required reports; remittances) be amended and readopted as follows; that Section 160-86 (Powers and duties of Commissioner of Revenue) be amended and readopted as follows; that Section 160-88 (Failure to collect or remit) be amended and readopted as follows; that Section 160-89

(Preservation of records; examination) be amended and readopted as follows; that Section 160-91 (Enforcement) be amended and readopted as follows; that Section 160-92 (Willful failure to collect and account for tax; penalty) be amended and readopted as follows; and that Section 160-93 (Commission for collection of tax) be amended and re-ordained as follows:

CHAPTER 160. Taxation
ARTICLE XIX. Transient Occupancy Tax
§ 160-80. Definitions

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

COMMISSIONER OF THE REVENUE OR COMMISSIONER

The Commissioner of the Revenue of the County of Warren, Virginia, or any of his duly authorized deputies or agents or successors.

~~MOTEL~~**ACCOMMODATIONS**

Any public or private hotel, motel, boardinghouse, travel campground**, short-term tourist rentals,** and other facilities offering guest rooms rented out for continuous occupancy for fewer than thirty consecutive days.

ACCOMMODATIONS PROVIDER

Any person who furnishes accommodations to the general public for compensation. The term "furnishes" includes the sale of use or possession, or the sale of the right to use or possess.

ACCOMMODATIONS INTERMEDIARY

Any person other than an accommodations provider who facilitates the sale of an accommodation, charges a room charge to the customer, and charges an accommodations fee, which fee it retains as compensation for facilitating the sale. For the purposes of this definition, "facilitates the sale" includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including via one or more payment processors, between a customer and an accommodations provider.

"Accommodations intermediary" does not include a person:

(1) If the accommodations are provided by an accommodations provider operating under a trademark, trade name, or service mark belonging to that person; or

(2) Who facilitates the sale of an accommodation if (i) the price paid by the customer to the person is equal to the price paid by the person to the accommodations provider for the accommodations, and (ii) the only compensation received by the person facilitating the sale of the

accommodation is a commission paid from the accommodations provider to that person.

ACCOMMODATIONS FEE

The amount paid to or retained by the accommodations intermediary for facilitating the sale. The accommodations fee shall be distinctly set out as a separate item.

~~PERSON~~

~~Includes individuals, firms, partnerships, associations, corporations, persons acting in representative capacity and combinations of individuals of whatever form and character.~~

ROOM CHARGE

The total **price paid by the customer for the use or possession of the room or space occupied for lodging by a transient** ~~charge made by any such motel or short-term tourist rental for lodging and/or space furnished any such transient~~. If the **price paid by the customer** ~~charge made to such transient~~ includes any charge for services or accommodations in addition to **the use or possession of the room or** ~~that of lodging and/or use of~~ space **occupied for lodging, the additional price paid** ~~rental or use~~ shall be distinctly set out and billed to such transient by such ~~motel~~**accommodations** or short-term tourist rental as a separate item.
[Amended 6-19-2012]

SHORT-TERM TOURIST RENTAL

A single-family dwelling not attached to any other dwelling by any means and located on an individual lot that is rented out for continuous occupancy for fewer than 30 consecutive days.

TRANSIENT

Any person who, for any period of **fewer** ~~not more~~ than 30 consecutive days, either at his **or her** own expense or at the expense of another, obtains ~~lodging or~~ the use **or possession** of any space **or room occupied for lodging** in any ~~motel~~**accommodations** or short-term tourist rental, as hereinabove defined, for which ~~lodging or use of space~~ a **price is** charge**d** ~~is made~~.
[Amended 6-19-2012]

§160-81. Tax imposed.
[Amended 6-19-2012; 4-18-2017[1]]

In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby imposed and levied on each and every transient a tax equivalent to 5% of the total **price paid by the customer** ~~amount charged~~ for the **use or possession** ~~occupancy~~ of any short-term tourist rental, room or space occupied **for lodging** by any such transient. The excess over 2% shall be designated and spent solely for tourism and travel, marketing of tourism or

initiatives that attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the locality.

[1] *Editor's Note: This ordinance provided an effective date of 7-1-2017*.

§ 160-83. Collection.
[Amended 6-19-2012]

(A). ~~Every person receiving any payment for room charge with respect to which a tax is levied under this article~~ **For sales of accommodations not facilitated by an accommodations intermediary, the accommodations provider** shall collect the amount of **transient occupancy** tax hereby imposed from the ~~transient on whom the same is levied or from the~~ person paying for **the accommodations when the accommodations are paid** ~~such rental or room charge at the time payment for such short-term tourist room rental is made~~, whether payment is made in case or on credit by means of a credit card or otherwise.

(B). For sales of accommodations facilitated by an accommodations intermediary, the accommodations intermediary shall collect the transient occupancy tax computed on the total price paid.

§ 160-84. Collections in trust for County.

All amounts collected as taxes under this article shall be deemed to be held in trust **for the County** by the **accommodations provider or accommodations intermediary required to** ~~seller~~ **~~collecting~~ collect** them until remitted to the County as provided by this article.

§ 160-85. Required reports; remittances.

(A). Every ~~person~~**accommodations provider and accommodations intermediary** receiving payment for a room charge for which a tax is levied under this article shall make a report for each calendar month, showing the amount of charges collected for room charge and the amount of tax required to be collected.

(B). The monthly reports shall be made on forms prescribed by the Commissioner**. Each monthly report shall include all information requested on the Commissioner's prescribed form** and shall be signed by the ~~person~~**accommodations provider or accommodations intermediary** receiving any payment for a room charge. They shall be delivered to the Commissioner on or before the 20th day of the calendar month following the month being reported. Each report shall be accompanied by a remittance of the amount of tax due, made payable to the County Treasurer. The Commissioner shall promptly transmit all taxes received to the County Treasurer.

§ 160-86. Powers and duties of Commissioner of Revenue.

(A). It shall be the duty of the Commissioner of the Revenue to ascertain the name of every person operating ~~a motel~~**an accommodation** or short-term tourist rental in the County liable for the collection of the tax levied in this article.

(B). The Commissioner shall have the power to adopt rules and regulations not inconsistent with the provisions of this article for the purpose of carrying out and enforcing the payment, collection and remittance of the tax herein levied, and a copy of such rules and regulations shall be on file and available for public examination in the County Administrator's office. Failure or refusal to comply with any rules and regulations promulgated under this section by any ~~person~~**accommodations provider or accommodations intermediary** receiving payment for a room charge shall be deemed a violation of this article.

§ 160-88. Failure to collect or remit.

(A). If any ~~person~~**accommodations provider or accommodations intermediary** whose duty it is to do so shall fail or refuse to collect the tax imposed under this article and make timely report and remittance thereof or if the Commissioner of the Revenue has reasonable cause to believe that an erroneous statement has been filed, the Commissioner shall proceed in such manner as is practicable to obtain facts and information on which to base an estimate of the tax due the County and, in connection therewith, shall make such investigations and take such testimony and other evidence as may be necessary; provided, however, that notice and opportunity to be heard shall be given any ~~person~~ **accommodations provider or accommodations intermediary** who may become liable for the amount owing prior to any determination by the Commissioner of Revenue.

(B). As soon as the Commissioner has procured whatever facts and information may be obtainable upon which to base the assessment on any tax payable by any ~~person~~ **accommodations provider or accommodations intermediary** who has failed to collect, report or remit such tax, the Commissioner shall proceed to determine and assess against such ~~person~~ **accommodations provider or accommodations intermediary** the tax, penalty and interest provided in this article and shall notify the ~~person~~ **accommodations provider or accommodations intermediary** by certified or registered mail**,** sent to ~~his or her~~**the** last known address**,** of the amount of such tax, penalty and interest. The total amount thereof shall be payable 10 days after the date such notice is sent.

§ 160-89. Preservation of records; examination

(A). It shall be the duty of every ~~person~~**accommodations provider and accommodations intermediary** liable for collection and remittance of the taxes

imposed by this article to keep and preserve for a period of ~~two~~**three** years records showing all short-terms tourist rentals or room rentals taxable under this article, the amount charged for each short-term tourist rental or room charged, the date thereof, the taxes collected thereon and the amount of tax required to be collected by this article. [Amended 6-19-2012]

(B). The Commissioner shall have the power to examine such records at reasonable times and without unreasonable interference with the business of such ~~person~~**accommodations provider and accommodations intermediary**, for the purpose of administering and enforcing the provisions of this article and to make transcripts of all or any parts thereof.

§ 160-91. Enforcement.

(A). It shall be the duty of the Commissioner **of the Revenue** to ascertain the name of every ~~person~~**accommodations provider and accommodations intermediary** operating ~~a motel~~**an accommodation** or short-term tourist rental in the County liable for the collection of the tax imposed by this article who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this article. The Commissioner may have issued a summons for such ~~person~~**accommodations provider and accommodations intermediary**, and the summons may be served upon such person ~~by the Sheriff of Warren County~~ in the manner provided by law. One return of the original summons shall be made returnable to the General District Court for the County.

(B). In the event that any person who has rented or been charged for ~~a room~~**an accommodation** or short-term tourist rental refuses to pay the tax imposed by this article, the ~~motel~~ **accommodation** or short-term tourist rental employee on duty may call upon the Sheriff's office for assistance, and the investigating officer may, when probable cause exists, issue the person who has rented the room or short-term tourist rental a summons or warrant returnable to the General District Court as provided by law.

§ 160-92. Willful failure to collect and account for tax; penalty.

Any corporate or partnership officer as defined in § 58.1-3906 of the Code of Virginia, 1950, as amended, or any other ~~person~~**accommodations provider and accommodations intermediary** required to collect, account for and pay over any transient occupancy tax, who willfully fails to collect or truthfully account for and pay over such tax, and any such officer or person who willfully evades or attempts to evade any such tax or the payment thereof, shall, in addition to any other penalties provided by law, be guilty of a Class 1 misdemeanor. Conviction shall not relieve any ~~person~~**accommodations provider and accommodations intermediary** from the payment, collection or remittance of the tax, penalties, or interest as provided in this article. Each violation or willful failure to comply shall be a separate offense.

§ 160-93. Commission for collection of tax.
[Amended 6-19-2012]

Each ~~motel~~ **accommodations** or short-term rental which collects, accounts for and remits to Warren County a transient occupancy tax shall be allowed a commission for such service in the form of a deduction from the tax remitted in the amount of five percent of the amount of the tax due and accounted for.

In all other respects, the provisions of Chapter 160, Article XIX (Transient Occupancy Tax), of the Warren County Code remain the same and are hereby restated, confirmed, and readopted.

THIS ORDINANCE SHALL BE EFFECTIVE JANUARY 1, 2022

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added is **underlined**.

Public Hearing – Additional Appropriation of CARES Act and State Grant Funding to Warren County Public Schools – Dr. Chris Ballenger

Buck Smith, Assistant Superintendent of Warren County Public Schools (WCPS), and Rob Ballentine, Director of Finance, reported at the October 20, 2021 regular meeting of the Warren County School Board, approval was given to request from the Board of Supervisors an additional appropriation to the FY 2021-2022 School Operating Budget in the amount of $4,062,240. Most of this additional funding, $4,012,255, is from various CARES Act grants. The remainder, $49,985, is from two state grants. No additional local funding is required to receive and spend this additional State and Federal revenue. The total additional funding of $4,062,240 will be appropriated as follows:

- $2,907,875 to 61000 (Instruction)
- $9,721 to 64000 (Operations and Maintenance)
- $1,042,644 to 66000 (Facilities)
- $102,000 to 68000 (Technology)

Mrs. Cullers said it would be better to see a more detailed breakdown of where exactly the funding for the Instruction category will go, more detailed than the spreadsheet provided. She also wanted to be sure the funding would be used for the category indicated and not shifted to a different category. Mr. Ballentine replied that since the Board funded WCPS categorically for FY 2021-2022, any change in funding category must come before the Board of Supervisors for a transfer approval. All funds must be spent in the category to which they were appropriated.

Mr. Mabe questioned why architectural fees for LFK Elementary School and Blue Ridge Technical Center totaled over $1 million and wondered what the student support assistants were doing for over $1.2 million. He wondered what WCPS was actually doing with the money and asked what the support assistants did to warrant this amount. Mr. Smith replied that the support assistants help with remediation programs for returning to in-person learning from virtual learning; deal with student learning loss or unfinished learning due to the pandemic; and work with emotional and behavioral issues in the classroom.

Mr. Mabe also questioned the $163,600 amount for elementary teacher and supplements, and Mr. Smith said this funding is to compensate teachers who are working with students beyond the regular day in a virtual academy.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

Mr. Mabe made a motion to postpone this request to the work session on December 7, 2021 for further discussion, which failed due to lack of second.

Mrs. Oates believes tabling the request is not in the best interest of the Board. The funds are available, and the Federal government has provided them to WCPS. It would be prudent to appropriate the funds and not hesitate.

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors amended the FY 2021-2022 budget and appropriated an additional $4,062,240 ($4,012,255 from the CARES Act and $49,985 from State grants) to Warren County Public Schools pursuant to Section 15.2-2507 of the Code of Virginia:

Fox, Aye; Mabe, Aye; Cullers, Aye; Oates, Aye

Mrs. Cullers asked for Dr. Ballenger to come to the work session on December 7th to provide a better breakdown for the proposed expenditures.

Public Hearing – Conditional Use Permit 2021-09-01, Terra Site Constructors, LLC for a Contractor's Storage Yard Located at 6986 Winchester Road and Identified on Tax Map 4, as Lot 43B – Joe Petty

Joe Petty, Planning Director, reported the applicant is requesting a conditional use permit for a Contractor's Storage Yard. The applicant currently has a location at 900 Shenandoah Shores Road within the limits of the Town of Front Royal, but the business has grown considerably since 2014 and more space is needed. The business operates year-round and will be open Monday through Friday, 8:00 AM to 5:00 PM. The existing single-family dwelling will be used an office and/or housing for the full-time staff. A warehouse storage building is planned to be constructed on the north side of the property.

The Planning Commission forwarded this application to the Board recommending approval with the following conditions:

1. The applicant shall comply with all Virginia Department of Transportation (VDOT), Warren County Building Inspections, Warren County Health Department, Town of Front Royal and applicable environmental regulations and requirements.
2. A site plan shall be prepared and approved by the Warren County Planning Department prior to the issuance of a building permit, showing the building, parking, outdoor lighting, trash receptacle, signage, and other applicable zoning requirements.
3. The exterior façade of the building shall meet the County's Highway Corridor Overlay District requirements.
4. The permanent color of building materials shall be earthen tones in compliance with the County's Highway Corridor Overlay District ordinance, and all building facades visible from Route 340/522 shall be constructed of a combination of stone and DriVit/EFIS or similar material as approved by the Warren County Planning Department.
5. All mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.
6. All light fixtures shall be full cut-off fixtures and comply with the Zoning Ordinance requirements.
7. The outdoor storage yard shall be totally screened from view with a full screen, pursuant to Warren County Code Section 180-18.

Ed Blackwell, Blackwell Engineering, introduced himself as the representative for the applicant and made himself available for questions from the Board members.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the conditional use permit request of Terra Site Constructors, LLC for a Contractor's Storage Yard with the conditions as recommended by the Planning Commission and staff and listed below:

Oates, Aye; Cullers, Aye; Mabe, Aye; Fox, Aye

1. The applicant shall comply with all Virginia Department of Transportation (VDOT), Warren County Building Inspections, Warren County Health Department, Town of Front Royal and applicable environmental regulations and requirements.
2. A site plan shall be prepared and approved by the Warren County Planning Department prior to the issuance of a building permit, showing the building, parking, outdoor lighting, trash receptacle, signage, and other applicable zoning requirements.

3. The exterior façade of the building shall meet the County's Highway Corridor Overlay District requirements.
4. The permanent color of building materials shall be earthen tones in compliance with the County's Highway Corridor Overlay District ordinance, and all building facades visible from Route 340/522 shall be constructed of a combination of stone and DriVit/EFIS or similar material as approved by the Warren County Planning Department.
5. All mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.
6. All light fixtures shall be full cut-off fixtures and comply with the Zoning Ordinance requirements.
7. The outdoor storage yard shall be totally screened from view with a full screen, pursuant to Warren County Code Section 180-18.

Public Hearing – Conditional Use Permit 2021-09-02, Gordon Lee Birkhimer for a Short-Term Tourist Rental Located at 52 Forest View Drive and Identified on Tax Map 18G, Section 2, as Lot 15 – Matt Wendling

Matt Wendling, Deputy Planning Director, reported the applicant is requesting a conditional use permit for a short-term tourist rental for rental of his single-family dwelling for fewer than thirty days as a time. In the statement of justification, the applicant states he will be circumnavigating the world in a sailboat, which will take at least two years. He would like to rent the property on a short-term basis for the two-year period and will have a professional property management and vacation rental company manage the property. A local resident will be maintaining the grounds and security of the property. The property is located off a private road and in a subdivision, Massanutten Farms, which does have a Property Owners Association (POA)/Homeowners Association (HOA) which maintains the roads. Mr. Wendling reached out to the POA, and they had no concerns or comments about this application. Since the Planning Commission public hearing, the Planning Department received two letters in opposition to this application as well as two letters in support.

The Planning Commission forwarded this application to the Board recommending approval with the following conditions:

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed eight (8) as determined according to the Health Department operational permit for a four-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.

4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

Gordon Birkhimer introduced himself as applicant and expressed his hope that the Board will approve his permit request.

Mrs. Cullers opened the public hearing.

Pamela Rhodes, 3141 Mountain Road, said the is the owner and resident of the property adjacent to Mr. Birkhimer's dwelling. She is totally against this application and does not want to have strange people making a ruckus next to her. She wants privacy and to live on five acres without worrying about strange people, excessive noise, and lights. She is also concerned about the potential of the renters bringing dogs that may wander onto her property and add to the noise.

At the allowance of the Board, Mr. Birkhimer returned to the podium to respond to these concerns. He is open to allowing pets at this rental because families travel with pets sometimes, and he does not want to exclude them. He has marked his property's boundary line with purple paint, and there is a strict "No Trespassing" clause written in his property management plan. He is also willing to add increased measures in his plan in response to Ms. Rhodes' concerns.

Mr. Fox asked what the process is for making a complaint about a short-term tourist rental, and Mr. Wendling said anyone who has a complaint can contact the property manager/owner directly, the Planning Department, or the non-emergency line of the Warren County Sheriff's Office. After a complaint is received, the Department would contact the property manager/owner and conduct a review of the complaint. Mr. Wendling did note the Department has not received complaints on any short-term rental properties to-date.

There being no further comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Fox, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the conditional use permit request of Gordon Lee Birkhimer for a Short-Term Tourist Rental with the conditions as recommended by the Planning Commission and staff and listed below:

Fox, Aye; Mabe, Aye; Cullers, Aye; Oates, Aye

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed eight (8) as determined according to the Health Department operational permit for a four-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

Public Hearing – Conditional Use Permit 2021-10-03, Michael and Leslie Hofbauer for a Short-Term Tourist Rental Located at 223 Chapel View Drive and Identified on Tax Map 21N, as Lot 4 – Matt Wendling

Mr. Wendling reported applicants are requesting this conditional use permit for a short-term tourist rental to rent their home and property during certain times of the year while they are traveling and away from their home. They stated the property is conducive to this use due to its location off a private road and the views of their pond and the mountains from their home. This property is located a short distance away from Christendom College and could be a resource for family and friends visiting the students at the college. The property's principal use is a single-family dwelling, but it has woodland, a creek and pond, and some pastureland. The west side of the property abuts land that is under a conservation easement held by the County. The applicants plan to manage the property themselves since they have experience with rental properties, but they do intend to have a handyman to contact in case of emergencies when they are out of town.

The Planning Commission forwarded this application to the Board recommending approval with the following conditions:

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed eight (8) as determined according to the Health Department operational permit for a four-bedroom dwelling.

3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

Mr. Fox asked if there was an HOA or POA in this subdivision, and Mr. Wendling said there was not; there are only three or four property owners on this private road, and they share the maintenance responsibilities.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the conditional use permit request of Michael and Leslie Hofbauer for a Short-Term Tourist Rental with the conditions as recommended by the Planning Commission and staff and listed below:

Oates, Aye; Cullers, Aye; Mabe, Aye; Fox, Aye

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed eight (8) as determined according to the Health Department operational permit for a four-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

Public Hearing – Z2021-10-01, Lorne Cooper – Ordinance to Amend and Re-Ordain Warren County Code Sections 180-8 (Definitions) and 180-22 (Residential One (R-1) District) Regarding the Definition of and Allowance for Gunsmithing Services in the Residential One (R-1) Zoning District and to Add and Ordain Section 180-47.1 of the Warren County Code to Add Supplementary Regulations for Gunsmithing Services – Joe Petty

Mr. Petty reported the applicant, who is also requesting a separate conditional use permit, is first requesting a text amendment to certain Sections of Warren County Code Chapter 180 (Zoning) to allow for gunsmithing services as a use allowed by conditional use permit in the Residential One (R-1) zoning district. This is an existing use in the Agricultural (A) zoning district, but there currently is no definition or supplemental regulations for the use. This text amendment will add both a definition for gunsmithing services as well as supplemental regulations.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors, finding that the proposed zoning ordinance amendment is appropriate for the public necessity, convenience, and general welfare and good zoning practice, approved the proposed amendments to Warren County Code Sections 180-8, 180-22, and 180-47.1:

Fox, Aye; Mabe, Aye; Cullers, Aye; Oates, Aye

AN ORDINANCE TO AMEND SECTION 180-22 OF THE WARREN COUNTY CODE TO PERMIT THE USE OF GUNSMITHING SERVICES BY CONDITIONAL USE PERMIT WITHIN THE RESIDENTIAL ONE (R-1) ZONING DISTRICT. IN ADDITION, ADD THE DEFINITION OF GUNSMITHING SERVICES TO SECTION 180-8, AND ADD SUPPLEMENTAL REGULATIONS PERTAINING TO GUNSMITHING SERVICES.

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8, 180-22, 180-47.1 & 180-47.2 of the Warren County Code (Zoning) be amended, added, and re-ordained as follows:

Chapter 180. Zoning
§ 180-22. Residential - 1 (R-1) District.
[Amended 12-20-1994; 1-16-1996; 12-17-1996; 5-20-1997; 8-17-1999; 3-21-2006]

A. Statement of intent. This district is intended for family living in safe and suitable surroundings in areas where low-density residential development may be situated without degrading the environment. Such areas shall be developed in a manner that will protect and preserve natural resources, watersheds and topographic features and protect and enhance the natural beauty of the land.
   …

D. Uses allowed by conditional use permit. The following named uses may be permitted upon issuance of a conditional use permit by the Board of Supervisors:
…

(15) Gunsmithing services

Chapter 180. Zoning
Article II. Application
§ 180-8. Definitions.

GUNSMITHING SERVICES:

A commercial enterprise, activity, or profession where a gunsmith performs repairs, renovations, safety inspections, modifications, alterations for special uses, and appraisals of firearms. The sale of firearms is permitted with proper local, state, and federal licensing and regulations. Gunsmithing Services shall not be deemed as a home occupation or home enterprise.

Chapter 180. Zoning
Article V. Supplementary Regulations

§ 180-47.1. GUNSMITHING SERVICES

A. Statement of intent. The regulations for gunsmithing services are intended to protect the residential integrity of the surrounding community and the health and safety of the residents.

B. Where allowed, Gunsmithing Services shall meet the following requirements:

(1) Areas used for the shooting and/or discharge of firearms shall be reviewed and approved by the Warren County Sheriff's Office to ensure safety precautions are met. However, properties located in locations defined in Warren County Code § 177-3 shall be prohibited from shooting of firearms.

(2) Storage of hazardous, toxic, explosive, flammable materials shall meet Local, State, and Federal requirements.

(3) Business owner shall obtain all Local, State, and Federal licensing and permits to operate commercial gunsmithing services.

(4) Property shall meet the screening and buffering requirements of §180-18; lighting requirements of §180-49.2; and sign requirements of §180-14.

(5) On-site parking shall be provided for customers.

(6) The hours of operation shall be specified in the conditional use permit.

(7) When combined with a residential dwelling the following additional regulations shall apply:

(a) **No person other than members of the family residing on the premises shall be engaged in such activity.**

(b) **All customer service and sales shall be on an appointment-only basis.**

(c) **Activity may be conducted in dwelling or in accessory structure; however, the business shall only occupy an area equal to, or less than, 25% of the floor area of the principal dwelling, regardless of structure containing the business.**

(d) **There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such activity other than one nonilluminated sign. Maximum sign area: two square feet.**

(e) **If the property is located within a subdivision governed by a HOA/POA, the Owner and the Planning Department shall notify the HOA/POA of the request to operate the commercial gunsmithing services. If the Planning Department receives no written response from the HOA/POA within 30 days of the date of sending the letter, the request for HOA/POA comments shall be considered complete.**

~~180-47.1~~ **180-47.2** Home enterprises. [Added 10-17-1995]

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added is **underlined**.

Public Hearing – Conditional Use Permit 2021-10-05, Lorne Cooper for Gunsmithing Services in Conjunction with a Single-Family Residential Dwelling Unit Located at 49 Wild Cherry Way and Identified on Tax Map 24A, Section 2, Block 7, as Lot 306 – Joe Petty

Mr. Petty reported the applicant is requesting a conditional use permit for gunsmithing services for his property in the Residential One (R-1) zoning district. The property is located at 49 Wild Cherry Way in the Blue Mountain subdivision within the Shenandoah Magisterial District. Given the State and Federal regulations related to firearms and services, this is not considered a Home Occupation, and the proposed operation would be conducted in an accessory structure. The supplemental regulations and conditions are consistent with those of a Home Occupation to preserve the character of a residential neighborhood by no change in the outside appearance of the building or premises or other visible evidence of the conduct of such activity. Due to the nature of the operation, the accessory structure provides a safe space to work outside of the residential dwelling. Per the application, supplemental regulations, and Warren County Code Section 177-3, there will be no discharging of firearms at the property.

The Blue Mountain HOA is in support of the application provided there is no discharging or firing of firearms on the property related to the gunsmithing services.

The Planning Commission forwarded this application to the Board recommending approval with the following conditions:

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The applicant shall all Local, State, and Federal licensing and permits to operate commercial gunsmithing services.
3. There shall be no discharge/shooting of firearms on the property associated with the gunsmithing services.
4. Appointments for customers shall be permitted the during the hours of 10:00 AM to 6:00 PM, Monday through Saturday. Only one customer at any given time, and off-street parking shall be provided.
5. Natural vegetation buffer between neighboring parcels shall remain intact and replaced when necessary.

Lorne Cooper introduced himself as the applicant and extended his condolences for Mrs. Oates' loss of her brother. He also thanked Mr. Petty for his diligence and professionalism through the application process.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the conditional use permit request of Lorne Cooper for Gunsmithing Services with the conditions as recommended by the Planning Commission and staff and listed below:

Oates, Aye; Cullers, Aye; Mabe, Aye; Fox, Aye

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The applicant shall all Local, State, and Federal licensing and permits to operate commercial gunsmithing services.
3. There shall be no discharge/shooting of firearms on the property associated with the gunsmithing services.
4. Appointments for customers shall be permitted the during the hours of 10:00 AM to 6:00 PM, Monday through Saturday. Only one customer at any given time, and off-street parking shall be provided.

5. Natural vegetation buffer between neighboring parcels shall remain intact and replaced when necessary.

Public Hearing – Conditional Use Permit 2021-10-06, Michael Blevins for a Short-Term Tourist Rental Located at 267 Trillium Trail Road and Identified on Tax Map 24B, Section 3, Block 13, as Lot 481 – Matt Wendling

Mr. Wendling reported the applicant is requesting a conditional use permit for a short-term tourist rental for the property he recently purchased with the intent to use partly as a second home but primarily to lease on a short-term basis. He has retained a property management company, "Be Still Getaways", to manage the property. He also says that while the dwelling is on four acres of wooded area in a secluded location of the property, he plans to carefully review the potential guests so that no large and loud parties take place and for the sake of the neighbors. The POA for this subdivision is supportive short-term tourist rentals as long as they remain compliant to the conditions and supplemental regulations.

The Planning Commission forwarded this application to the Board recommending approval with the following conditions:

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed six (6) as determined according to the Health Department operational permit for a three-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

Mrs. Cullers opened the public hearing. There being no comments from the public, Mrs. Cullers closed the public hearing.

On a motion by Mr. Fox, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the conditional use permit request of Michael Blevins for a Short-

Term Tourist Rental with the conditions as recommended by the Planning Commission and staff and listed below:

Fox, Aye; Mabe, Aye; Cullers, Aye; Oates, Aye

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed six (6) as determined according to the Health Department operational permit for a three-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.

Adjournment

Mrs. Cullers adjourned the meeting at 9:00 PM.

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN
SHERRY T SOURS
COMMISSIONER OF THE REVENUE
PO BOX 1775 FRONT ROYAL VA 22630-0038
PHONE: 540-635-2651 FAX: 540-636-8280
E-MAIL: ssours@warrencountyva.net

November 19, 2021

Warren County Board of Supervisors
Front Royal, VA 22630

Dear Chairman Cheryl Cullers:

An assessment for real estate taxes for the years 2018, 2019, 2020, and 2021 in the name of Larry M. Davis is erroneous. Mr. Davis is a 100% disabled veteran since April 29, 2009. He purchased his home in Warren County Nov. 2, 2018. He qualified for relief for November & December, 2018 and all year for 2019, 2020, 2021. His property is identified as tax map 23C 2 2 244.

Under Section 58.1-3981(A) of the Code of Virginia and Section 160-62 of the Code of Warren County, it will be necessary to have the approval of the Board of Supervisors for a refund of $165.00 for 2018, $1,120.71 for 2019, $1,120.71 for 2020, and $560.36 for the first half of 2021. The total refund amount is $3,527.13 and is payable to Larry M. Davis, 1005 High Top Road, Front Royal, VA 22630.

In order that the Treasurer may have in her files evidence of authority to make this refund, I would appreciate your acknowledgement of this request on a copy of this letter and forwarding it to her..

Sherry T. Sours, MCR
Commissioner of the Revenue

STS:lf

I, Jamie L. Spiker, Treasurer of Warren County certify on this 22nd day of November, 2021 that the above taxes were paid.

Jamie L. Spiker, Treasurer

I, Caitlin Jordan, Assistant County Attorney for the County of Warren do consent on this 23rd day of November, 2021 that the above assessment was paid in error..

Caitlin Jordan, Assistant County Attorney

Approved by the Warren County Board of Supervisors on this _____ day of _____, 2021..

Dr. Edwin Daley, County Administrator

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
December 14, 2021	**N-2**	Board Meeting Schedule for 2022	

EXPLANATION & SUMMARY:

The Board of Supervisors holds regular meetings on the first Tuesday of each month at 9:00 AM and the third Tuesday of each month at 7:00 PM. Exceptions include July when the Board meets only once on the third Tuesday at 7:00 PM to allow for vacations, when Election Day falls on the first Tuesday in November the Board meets the Wednesday after Election Day, and in December the Board meets the second Tuesday at 9:00 AM due to the Christmas holiday. The Board also holds work sessions on the second Tuesday of each month at 6:00 PM.

The Board's schedule for 2022 is proposed as follows:

REGULAR MEETINGS 9:00 AM	7:00 PM	WORK SESSIONS 6:00 PM
January 4th	January 18th	January 11th
February 1st	February 15th	February 8th
March 1st	March 15th	March 8th
April 5th	April 19th	April 12th
May 3rd	May 17th	May 10th
June 7th	June 21st	June 14th
	July 19th	July 12th
August 2nd	August 16th	August 9th
September 6th	September 20th	September 13th
October 4th	October 18th	October 11th
November 1st	November 16th (Wednesday)	November 9th (Wednesday)
December 13th (Second Tuesday)		

CONSENT AGENDA MOTION:

I move that the Board of Supervisors adopt the above meeting schedule for 2022.

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

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 9
12-14-2021	N-3	2022 Fee Schedule for Parks and Recreation Department	

EXPLANATION & SUMMARY:

The Warren County Parks and Recreation Department annually reviews rental fees for facility usage and program registration, (not completed in 2021 due to the COVID-19 pandemic). Department staff contacted several surrounding area parks and recreation departments to compare fees.

The proposed 2022 Fee Schedule was presented to the Warren County Parks and Recreation Commission at their bi-monthly meeting on November 8, 2021 and received full endorsement from those members present.

The Warren County Parks and Recreation Department proposes the following 2022 Fee Schedule changes:

- Proposed additional fee for afterhours use of the Warren County Community Center, (WCCC). This additional fee will be accessed only when rentals are scheduled after the normal working hours and/or on weekends.

- Proposed additional fee for events requiring the gymnasium floor be covered at the Warren County Health and Human Services Complex (WCHHSC). This fee will offset additional staffing required to install and remove the floor covering.

- Proposed changes regarding the Claude A. Stokes Jr. Community Swimming Pool include raising entrance fees by $.50 for all admissions and $5.00 for each seasonal pass. Further, Warren County Parks and Recreation Department proposes raising the lap swim admission to $3.00 and offering a $40.00, twenty-time admission punch pass.

Warren County Parks and Recreation 2022 Fee Schedule changes ensure Warren County remains a value compared with other local municipalities.

Please find an attached proposed 2022 Fee Schedule for your review. A copy of the 2020 (current) fee schedule is also attached for comparison.

COST & FINANCING:

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors approve the 2022 fee schedule as proposed.
OR
I move the Board of Supervisors table action for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Robin A Richardson Assistant Director Parks and Recreation Department		

WARREN COUNTY PARKS AND RECREATION DEPARTMENT
2022 PROPOSED FEE SCHEDULE

Youth Center Rental:

Annual ($100.00 Refundable Clean-Up Deposit Required)

10 Mtgs	$120.00
11-20 Mtgs.	$220.00
21-30 Mtgs.	$270.00
31-40 Mtgs.	$320.00
41-50 Mtgs.	$370.00
51 & over	$420.00

Single ($100.00 Refundable Clean-Up Deposit Required)

Per Hour (maximum of 8 hours per reservation)	$60.00 per hour

Senior Center:

Annual ($50.00 Refundable Clean-Up Deposit Required)

10 Mtgs	$70.00
11-20 Mtgs.	$130.00
21-30 Mtgs.	$180.00
31-40 Mtgs.	$200.00
41-50 Mtgs.	$230.00
51 & over	$285.00

Single ($50.00 Refundable Clean-Up Deposit Required)

Per Hour (maximum of 8 hours per reservation)	$40.00 per hour

Warren County Community Center:

Daily (Monday through Saturday) - 8 hour maximum ($100.00 refundable clean-up deposit required)

Room #3	$100.00
Room #4	$138.00
Room #5	$138.00
Assembly Hall	$165.00
#4 + Assembly Hall	$193.00
#5 + Assembly Hall	$193.00
#4+ #5 + Assembly Hall	$275.00

Daily (Sunday) - 5 hour maximum ($100.00 refundable clean-up deposit required)

Room #3	$65.00
Room #4	$84.00
Room #5	$84.00
Assembly Hall	$100.00
#4 + Assembly Hall	$116.00
#5 + Assembly Hall	$116.00
#4+ #5 + Assembly Hall	$168.00

Hourly – 2 hour minimum ($100.00 refundable clean-up deposit required)

Room #3	$20.00
Room #4	$28.00
Room #5	$28.00
Assembly Hall	$33.00
#4 + Assembly Hall	$39.00
#5 + Assembly Hall	$39.00
#4+ #5 + Assembly Hall	$55.00

2022 PROPOSED FEE SCHEDULE CONT.
PAGE 2

Annual ($100.00 Refundable Clean-Up Deposit Required)

Room #3

1-10 meetings	$120.00
11-20 meetings	$220.00
21-30 meetings	$340.00
31 -40 meetings	$460.00
41-50 meetings	$580.00
51 & over meetings	$700.00

Room #4 or Room #5

1-10 meetings.	$158.00
11-20 meetings	$289.00
21-30 meetings	$447.00
31-40 meetings	$604.00
41-50 meetings	$762.00
51 & over meetings	$919.00

Assembly Hall

1-10 meetings	$189.00
11-20 meetings	$347.00
21-30 meetings	$536.00
31 -40 meetings	$725.00
41-50 meetings	$914.00
51 & over meetings	$1103.00

Assembly Hall and Room #4 or Room #5

1-10 meetings	$221.00
11-20 meetings	$405.00
21-30 meetings	$625.00
31 -40 meetings	$846.00
41-50 meetings	$1066.00
51 & over meetings	$1287.00

Assembly Hall, Room #4 and Room #5

1-10 meetings	$330.00
11-20 meetings	$605.00
21-30 meetings	$935.00
31 -40 meetings	$1265.00
41-50 meetings	$1595.00
51 & over meetings	$1925.00

Rentals held Monday through Friday, between the hours of 5:00pm – 9:00pm are subject to an additional facility supervisor fee of $15.00 per hour.

All weekend rentals (Saturday & Sunday) are subject to an additional facility supervisor fee of $15.00 per hour not to exceed $75.00 per rental on Saturdays and not to exceed $45.00 per rental on Sundays.

2022 PROPOSED FEE SCHEDULE CONT.
PAGE 3

Shelter Reservations:

Shelter #1 - Miller Park (100 Capacity) $85.00
Shelter #2 - Miller Park (35 Capacity) $60.00
Shelter #3 - Miller Park (15 Capacity) $45.00
Shelter #4 - Miller Park (35 Capacity) $60.00
Shelter #5 - Lions Park (115 Capacity) $100.00
Shelter #6 - Miller Park (35 Capacity) $60.00
Shelter #7 - Skyline Soccer Complex (30 Capacity) $45.00
Shelter #8 - Skyline Soccer Complex (50 Capacity $70.00
Shelter #11 - WC Senior Center (30 Capacity) $45.00
Shelter #12 - Burrell Brooks Park (70 Capacity) $90.00
Shelter #13 – Rockland Park-Rotary (70 Capacity) $55.00
Shelter #14 – Rockland Park – Edward Jones (50 Capacity) $45.00

Athletic Field Rentals:

Adult Softball Complex

Tournament Fees..... $90.00/per day without lights
Lights (2 hrminimum) $20.00/hour
League User Fees (field lined before start of event only) $40.00/day/field
Practice Fee (2 hr minimum) $18.00/hour/field

Champions 53 Field

Field User Fees (2hr minimum) $18.00/hour
Game Play (field line before start of event only) $40.00/day
Lights (2 hr minimum) $20.00/hour

Miller Park Tennis Courts (2hr minimum)

Tennis Facility (per court $5.00/hour
Lights $20.00/hour

Bing Crosby Stadium (contract approval required for rental of this facility

Field Rental/Marking (field line before start of event only) $95.00/day
Lights $45.00/night
Damage Deposit $200.00

Burrell Brooks Open Space (2hr minimum)

Open Field Use $10.00/hour

Eastham Property Open Space (2hr minimum)

Practice fields #1 through #3 ..... $18.00/hour

Skyline Soccer Plex (2hr minimum)

Field Use (irrigated) $25.00/hour
Field Use (non-irrigated) $18.00/hour
Lights $20.00/hour

Chimney Field Park (2 hr minimum)

Tournament Fees..... $90.00/per day without lights
League User Fees (field lined before start of event only) $40.00/day/field
Practice Fee (2 hr minimum) $18.00/hour/field
Lights (2 hr minimum –court & field) $20.00/hour
Tennis Facility (per court)..... ..... $5.00/hour

2022 PROPOSED FEE SCHEDULE CONT
PAGE 4

WC Health & Human Services Complex

Lower field $18.00/hour
Practice fields #1 ..... $18.00/hour
Lined and goals (sport specific) $10.00/week

WC Health & Human Services Complex (contract approval required for rental of this facility

Football Field (8hr maximum) $325.00/day
..... $50.00/hour
Gymnasium (8hr maximum) $220.00/day
..... $35.00/hour
Indoor Batting Cage (2hr minimum) $15.00/hour
Facility Attendant/Supervisor -required for ALL indoor rentals $15.00/hour
Floor Covering ..... $75.00 flat fee
Damage Deposit $200.00

Recreational Activities:

The fee for classes, bus trips, programs and other general activities will be based upon staff/instructor costs, plus any other costs (i.e. supplies) times no more than 150%, based upon minimum enrollment.

Pool Admissions

Children (2 years and under with paying adult) ..... FREE
Children (3-5 years) $3.50
Youth (6-15 years) $5.00
Adult (16-54 years) $6.00
Military (with ID) $5.00
Senior (55 years & over) $5.00
Family of 4 members $18.00
Group rate (20+people) **if arrangements are made prior** ..... 20% discount

Pool Passes

Youth (4-15 years) $115.00
Adult (16-54 years) $130.00
Military (with ID) $100.00
Senior (55 years & older) $100.00
Single Family (1 adult & 1 child) $210.00
Family (2 adults & 2 children) $315.00
Additional family members $75.00

Lap Swim

Admission $3.00
Punch Pass (20 admissions) $40.00

Swimming Pool Reservations

Friday, Saturday, and Sunday 7:30 pm – 9:30 pm $250.00

Discounted or reduced rental fees:

Single/Adult/commercial Group	Full Rate
Youth Group Organizations	25% Discount
Non-Profit Group (registered w/IRS)	50% Discount

APPLIES TO RENTAL OF ALL FACILITIES EXCLUDING CLAUDE A. STOKES JR., COMMUNITY SWIMMING POOL
*Rates for regularly scheduled, long term, contractual use of facilities may be negotiated

WARREN COUNTY PARKS AND RECREATION DEPARTMENT
2020 FEE SCHEDULE

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APPLIES TO RENTAL OF RES YOUTH CENTER, WC SENIOR CENTER & WC COMMUNITY CENTER

*Rates for regularly scheduled, long term, contractual use of facilities may be negotiated

Single/Adult/commercial Group	Full Rate
Youth Group Organizations	25% Discount
Non-Profit Group (registered w/IRS)	50% Discount

2020 FEE SCHEDULE CONT.
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Damage Deposit..... $200.00

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Adult (16-54 years)..... $5.00
Military (with ID)..... $4.00
Senior (55 years & over) $4.00
Family of 4 members..... $15.00
Group rate (20+people) **if arrangements are made prior**..... 20% discount

Pool Passes

Youth (4-15 years)..... $110.00
Adult (16-54 years)..... $125.00
Military (with ID)..... $95.00
Senior (55 years & older) $95.00
Single Family (1 adult & 1 child)..... $190.00
Family (2 adults & 2 children)..... $275.00
Additional family members $60.00

Lap Swim

Admission $2.00
Punch Pass (20 admissions)..... $35.00

Swimming Pool Reservations

Friday, Saturday, and Sunday 7:30 pm – 9:30 pm $250.00

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
December 14, 2021	N-4	Emergency Medical Care and Transport Fee Schedule Changes	1

EXPLANATION & SUMMARY:

Each year, EMS Management and Consultants, the County's ambulance billing company, conducts an Annual Business Review with their clients. We were recently advised, due to the 2022 Ambulance Inflation Factor (AIF) being raised to 5.1%, to modestly increase our emergency medical service fee's to 150% of the 2022 Medicare Fee Schedule. To note, this is the largest annual AIF increase since 1990. The last Board approved EMS fee increase was July 1, 2021 (by comparison, this increase was based on the 2019/2020/2021 Ambulance Inflation Factors of 2.3%, 0.9%, and 0.2%, respectively). See below:

EMS Service	2022 Medicare Allowable	Current Fee	150% of Medicare	Proposed Fee
BLS (A0429)	$401.18	$573.00	$601.77	$602.00 (increase)
ALS1 (A0427)	$476.40	$680.00	$714.60	$715.00 (increase)
ALS2 (A0433)	$689.53	$985.00	$1,034.30	$1,034.00 (increase)
Mileage (1-17 mi)(A0425)	$12.15	$18.00	$18.23	$18.00 (no change)
Mileage (18+ mi)(A0425)	$8.10	$12.00	$12.15	$12.00 (no change)
Oxygen (A0422)	N/A	$50.00	N/A	$50.00 (no change)

The recommended fee schedule changes are customary and consistent with the 2022 Medicare allowable charges for rural Emergency Medical Service providers. These changes are expected to generate approximately $50,000 annually in Cost Recovery revenue. Upon approval, the Department of Fire and Rescue, Standard Operating Procedure, Subject: EMS Cost Recovery Program, will be updated as appropriate.

The Fire Chief and County Administrator recommend these fee schedule changes.

COST & FINANCING:

There is no cost or financing requirements for the County.

PROPOSED OR SUGGESTED MOTION:

I move that the proposed emergency medical care and transport fee schedule change be approved and effective January 1, 2022

Or,

I move that this item be tabled for further discussion on _____ (date).

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Rick Farrall, Lieutenant – Deputy Emergency Coordinator		

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF 1
December 14, 2021	N-5	Approval of UKG (Ultimate Kronos Group) for HRIS	

EXPLANATION & SUMMARY:

We are recommending the adoption of UKG (Ultimate Kronos Group) for HRIS to replace Bright/AS400 (BAI software). The Bright/AS400 system is out of date and does not permit files to be maintained in a manner that is current with technology and creates a process that is time intensive and inefficient. Utilizing UKG as a total solution would allow the county to utilize the timekeeping, leave accrual tracking, payroll processing, payroll solutions (processing/vendor interfaces), HR (data entry/data management), recruitment platforms in an all in one solution which is able to be customized to the various departments and the regulatory needs of those specialized departments.

As we move forward in implementation of bi-weekly payroll the updates required by BAI software would cost at minimum $20,000 in order to make any changes to our current system. We feel it would be value added to the county and county employees invest in a system that would provide total support and updates current with industry standards rather than investing such a large amount of money in an outdated system that is difficult to utilize and maintain.

As previously adopted, the time keeping aspect of UKG would feed into the payroll processing portal. The payroll time savings would be at minimum one week of labor for our payroll technician which would eliminate the use of overtime. You will see that in 2021, through November we have paid $14,695.98 in overtime for our Payroll Technician. In 2021, $10,384.71 was paid in overtime for the Payroll Technician and in 2020, $6,736.79 was paid for the Payroll Technician.

The use of UKG as a total solution will eliminate integration challenges between UKG and BAI software systems which could become costly if one system is charging for updates when the other has an upgrade. Utilizing UKG as a total solution allows us to utilize the online recruitment tool which would feed into the HRIS and aid in completion paperwork for new hires in order to ensure compliance.

Attached you will find an overview of the UKG total software system, information regarding their use in local government and public safety, and the quote for total software system set up ($11,822.50 – set up) and annual service ($67,725.00) based upon 345 employees.

Warren County will be riding Contract Number 4400009166 (Cobb County Contract 18-6390) which was awarded to Ultimate Kronos Group after competitive solicitations through OMNIA Partners for Workforce Management Systems and Related Products, Services, and Solutions.

PROPOSED OR SUGGESTED MOTION:

(1) I move that the Board of Supervisors adopt the UKG total software SaaS Services.

-OR-

(2) I move that the Board of Supervisors not adopt the UKG total software SaaS Services.

-OR-

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

SUBMITTED BY:	**DISPOSITION OF BOARD:** ☐ **APPROVED** ☐ **OTHER (DESCRIBE)**	**PROCESSED BY:**
Jane Meadows, Human Resources Director		

Overtime Payments for Payroll Technician

Date	Overtime Payment
20180129	459.62
20180226	614.78
20180329	363.01
20180426	35.13
20180529	140.52
20180627	93.68
20180727	257.63
20180829	319.1
20180926	0
20181029	117.1
20181128	351.3
20181221	187.36
2018	2939.23
20190129	414
20190226	942
20190327	414
20190426	156
20190529	192
20190626	462
20190729	747.78
20190828	1,205.10
20190926	556.2
20191029	579.52
20191125	707.95
20191223	360.24
2019	6736.79
20200130	1,014.94
20200226	2,474.68
20200327	971.08
20200428	911.56
20200527	422.89
20200626	413.49
20200729	588.91
20200827	977.34
20200928	601.44
20201028	357.11
20201124	438.55
20201203	0
20201223	1,212.72
2020	10,384.71

Overtime Payments for Payroll Technician

20210127		1,004.08
20210224		1,574.58
20210329		1,075.80
20210428		462.92
20210526		1,062.76
20210628		1,330.08
20210729		1,678.25
20210827		1,931.70
20210928		1,671.40
20211027		1,181.63
20211124		1,722.78
	YTD 2021	14,695.98

ORDER FORM

Quote#: Q-87337
Expires: 11/12/2021
Sales Executive: Patrick Friel

Order Type: Quote
Date: 11/09/2021

Bill To Contact:

Bill To: COUNTY OF WARREN
220 N COMMERCE AVE # 400
FRONT ROYAL, VA 22630 USA

Ship To Contact: Todd Jones

Ship To: COUNTY OF WARREN
220 N COMMERCE AVE # 400
FRONT ROYAL, VA 22630 USA

Ship to Phone: 540-252-0909
Ship to Mobile:
Contact: Todd Jones
Email: tcjones@warrencountyva.net

Currency: USD
Customer PO Number:
Solution ID: 6183191
Initial Term:36 months
Billing Start Date: 120 Days from Execution of Order Form
Data Center Location: Not Applicable

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term:12 months
Payment Terms: Net 30 Days

Order Notes:

The Professional Services Engagement Overview attached to this Order Form is a summary for the implementation services to be provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.
This order entered into between the Customer and Kronos SaaShr, Inc. (a UKG company) is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the “US Communities Agreement #18221”). The Attachment 1 is included with this Order Form. Customer agrees that additional fees may be invoiced and owed if Customer incurs fees as outlined in https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-schedule-August2019 (“Attachment 2”).

SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
UKG READY TIME	345	USD 3.78	USD 1,304.10
UKG READY ACCRUALS MANAGER	345	USD 0.63	USD 217.35
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00
UKG READY HR	345	USD 3.78	USD 1,304.10
UKG READY PAYROLL	345	USD 3.78	USD 1,304.10
UKG READY ACA MANAGER	345	USD 0.32	USD 110.40
UKG READY PERFORMANCE	345	USD 0.63	USD 217.35
UKG READY RECRUITING	345	USD 0.63	USD 217.35

Product Name	Quantity	PEPM	Monthly Price
UKG READY PAYROLL SERVICES	345	USD 1.75	USD 603.75
Total Price			**USD 5,278.50**

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	**USD 10,960.00**

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 5,278.50

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 63,342.00

Item	Total Price
Total One Time Fees	USD 10,960.00

COUNTY OF WARREN		**Kronos SaaShr, Inc.**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Effective Date:	_____	Effective Date:	_____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

November 9, 2021

Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to COUNTY OF WARREN ("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, aswell as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

Your Ready SaaS Solution

COUNTY OF WARREN and Kronos are deploying the following Ready modules with 1 location(s), EINS and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	345	1	
UKG READY ACCRUALS MANAGER	345	1	
UKG READY HR	345	1	120 Days
UKG READY PAYROLL	345	1	
UKG READY PAYROLL SERVICES	345	1	
Value Add Modules	**Employees**	**Deployments**	**Estimated Duration**
UKG Ready ACA Manager	345	1	15 Days
UKG Ready Recruiting	345	1	30 Days
UKG Ready Performance Management	345	1	30 Days

COUNTY OF WARREN and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between COUNTY OF WARREN and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, COUNTY OF WARREN and Kronos will deploy the following core modules and functionality in 120 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

Ready Core	Kronos Delivered Value

UKG Ready Time	UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:
	• Total Cost Centers
	• Profiles
	  • Timesheet
	  • Time Off Request
	  • Pay Calculations
	  • Pay Prep
	  • Security
	  • Points
	• Tables
	  • Rate
	  • Holiday
	• Manager Levels
	• Employee Perspective Scorecards
	• Workflows
	  • Time Off Requests
	  • Timesheet Change Requests
	• Schedules
	  • Daily Rules
	  • Work Schedule Profiles
	• Pay Periods
	• Counters
	• Time Off Categories
	• Reports
	  • 61 commonly used pre-configured reports are included in the implementation
	  • Kronos will configure up to 5 additional custom reports using the standard functionality in thesoftware
	• Timekeeping Admin Training

UKG Ready Accruals Manager	UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through: • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow (requires UKG Ready Time) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires UKG Ready Time) • Visibility to projected balances • Automatic balance reduction (requires UKG Ready Time or UKG Ready Payroll) • View time-off calendars for groups

	• Mobile access • One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format • Configure accruals profiles and assign to employees **Please note** that UKG Ready Accruals Manager requires UKG Ready Time.

UKG Ready HR	UKG Ready HR *core functionality* deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:
	• Core employee demographics
	• Onboarding
	• Checklists
	  • Up to 10 will be configured by the Kronos project team, however the Customer can configure asmany as needed
	• Personnel management
	• Benefits administration
	• Open enrollment / life event
	• Work Flows
	  • Up to 10 will be configured by the Kronos project team, however the Customer can configure asmany as needed
	• HR documents & forms
	  • Up to 10 custom forms will be configured by the Kronos project team, however the Customer canconfigure as many as needed
	• Incident tracking
	• Certification / Credential
	• Asset management
	• Compliance reporting
	• Standard reporting
	• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format
	• Interface bundle using customer supplied data in standard file formats
	• HR Admin Training

UKG Ready Payroll	UKG Ready Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and export data needed for tax filing (if using a provider other than UKG Ready Payroll Services) through: • Pay Period Profiles • Up to two Parallel Payroll Tests • Company Tax Setup (Jurisdictions) • Custom Exports/Reports • Company Deduction Types • Company Earning Types • Configure Default Banks • Workers Comp Types • Payroll History up to 4 Quarter of Current Year • All Payroll Configurations Include: • Standard Dashboard Widgets

	• Global Payroll Settings • Standard Notifications • GL Set Up • In-house manual check printing • Employee Imports • Vendor Payments (ACH/Check) • Payroll Administrative Training **Please note:** If UKG Ready Payroll Services module has been purchased, see UKG Ready Payroll Services deliverables in this document. If UKG Ready Payroll Services module has not been purchased, Kronos will configure tax filing options for one of the following vendors – BSI, ADP, Ceridian.

UKG Ready Payroll Services	UKG Ready Payroll Services deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through: • Election of services • Confirmation of Funding method • Testing of Funding bank account • Tax Account ID, Frequency & Rate* • Balancing Current Year Payroll Tax Payments • Collection of Power of Attorney forms for all jurisdictions • Delivery policy configuration • Shipping account authorization and configuration • Confirmation Multi-state new hire registration (if applicable) • Master Vendor maintenance • Payroll Processing Notifications • Tax Code configuration verification reporting • UKG Ready Payroll Services New administrator training **Services can only be provided for tax accounts with valid Tax ID provided* **Please note:** It is the responsibility of the customer to provide all requested information including year-to-date payroll andtax payment information, valid tax account ID's for all active tax jurisdictions and requested Power-of-attorney forms.

Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with COUNTY OF WARREN to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value

UKG Ready ACA Manager	UKG Ready ACA Manager provides proactive administration of your ACA compliance strategy across the Ready solution through: • Configurable time periods & rules

	• Set measurement periods & hours threshold • Calculation of employee ACA full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan's affordability* • Settings for minimum value plan** • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data – EE hours for look back in a standard Kronos-supplied format *ACA Function requires UKG Ready Payroll **ACA Function requires UKG Ready HR **Please note:** This module provides maximum value when used with UKG Ready Time, UKG Ready HR & UKG Ready Payroll.

UKG Ready Performance	UKG Ready Performance provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through: • Full Performance Configuration • Up to 3 review profiles will be configured by the Kronos project team, however the Customer can configure as many as needed • Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and howto assign them to Employees. Customer will be responsible for the setup of each development area. **Please note:** UKG Ready Performance requires UKG Ready HR.

UKG Ready Recruiting	UKG Ready Recruiting provides proactive administration of your Recruitment strategy across the Ready solution through:
	• Applicant Configuration
	• Job Requisitions
	• Work Flows
	  • Up to 5 will be configured by the Kronos project team, however the Customer can configure asmany as needed
	• Applicant Administration
	• Checklists
	  • Up to 5 will be configured by the Kronos project team, however the Customer can configure asmany as needed
	• Tracking/recruitment custom forms
	  • Up to 5 custom forms will be configured by the Kronos project team, however the Customer canconfigure as many as needed
	• Talent tracking – training, skills, certifications
	• Communication and Notification templates
	  • Up to 5 will be configured by the Kronos project team, however the Customer can configure asmany as needed

	• Standard reporting **Please note:** UKG Ready Recruiting requires UKG Ready HR.

UKG Ready Integration Hub	UKG Ready Integration Hub enables data to flow between Ready and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Ready format and utilizing the standard Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (to/from) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. Kronos will provide standard Import/Export files using UKG Ready Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Ready fields in the 3rd party format to send to the 3rd party system. The types of interfaces/integrations that can be supplied under this project include: • UKG Ready Time Interface bundle using customer-supplied data in standard file formats • UKG Ready Accruals Interface bundle using customer-supplied • UKG Ready Scheduler Interface bundle using customer-supplied data in standard file formats • Employee Availability Import from 3rd party system • Schedule detail export • UKG Ready HR Interface bundle using customer-supplied data in standard file formats • Benefit enrollment exports • Employee deduction election imports • Employee demographic exports • UKG Ready Payroll Interface bundle using customer-supplied data in standard file formats • ACH payroll employee direct deposit file exports • ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.) • Payroll employee withholding amount exports • Pension enrollment export (e.g. 401k) • Pension census export (e.g. 401k • New hire reporting export • Positive pay export • Payroll journal export to G/L, 1 acct structure • Tax payment & filing Interface Kronos will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner which they can successfully pass data contained in standard Ready data fields to said 3rd party vendor and/or can accept data from said 3rd

	party vendor into Ready standard data fields. Below are some examples of interfaces which are typically part of the Integration Hub. Vendors and integration types may vary by customer. • John Hancock Retirement Planning Service • Blue Cross Blue Shield of Texas • HSA Bank • Discovery Benefits • Bankers Fidelity • The Standard **Please note:** Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If suchintegrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.

Administrator and Super User Training

Included in each Customer's software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
Administrator and Super User Training	Each Customer will have access to: • Learning Center, Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: • Interactive self-paced, on-demand modules • "How to" videos and snippets • Printable job aids • Recommended learning plan(s) aligned to each user's roles within Ready • Online, public instructor-led class(es) • "Train the Trainer" enablement and materials • Editable templates and tools to be leveraged by the administrators to deliver manager and employee training • Manager and employee-focused job aids for common tasks within Ready
Change Management and User Adoption Training	Each Customer will have access to: • Change management training for the project team on building a change management plan for Customer's organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan

Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
    - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
    - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide toCustomer upon request.
    - Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
    - Completing all required, Kronos supplied templates used to complete the Discovery process
    - Physical installation and/or mounting of all time clocks associated with this project.
        - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicateadditional configurations
        - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
    - Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specificationsprovided by Kronos
    - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
    - Providing all required data imports in the approved Kronos format
    - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalationand resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also beinvolved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources,database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of thisProfessional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to theKronos implementation team.

Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limitedto (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold

and/or delays, whetherapproved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under thisProfessional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional ServicesEngagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

Attachment 1

Covered Entities

Company Name	FEIN	Address	City	State	Zip

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
December 14, 2021	**N-6**	Authorization to Publish the Delay of FY 2020-2021 Audit Completion Press Release to the County Website	

EXPLANATION & SUMMARY:

Section 15.2-2511 of the Code of Virginia requires all local governing bodies submit an annual audit report to the Auditor of Public Accounts by December 31st. If the audit is not completed as required, the local governing body shall post a statement on its website, declaring that the required audit is pending, the reasons for the delay, and the estimated date of completion.

To meet this requirement, the following press release will be posted to the County of Warren website on December 15, 2021.

In accordance with requirements from Section 15.2-2511 of the Code of Virginia, the County of Warren, Virginia is hereby posting the following statement:

- **The required annual financial audit for FY 2020-2021 is currently pending by the independent audit firm of Robinson, Farmer, Cox Associates, Certified Public Accountants.**
- **The reason for the delay is as follows: the County was the victim of a cybersecurity attack in March of 2021 which created delays in retrieving financial data and the production of updated financial information for the 2020-2021 fiscal year.**
- **The estimated date of completion of the required audit, preparation of the CAFR, and the transmittal data to the Auditor of Public Accounts is no later than February 28, 2022.**

If there are any questions or concerns, please contact Matthew Robertson, Director of Finance at mrobertson@warrencountyva.net

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the publishing of the Delay of FY 2020-2021 Audit Completion Press Release to the Warren County Website.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Matt Robertson, Director of Finance		

COUNTY OF WARREN

Finance Department
220 North Commerce Avenue, Suite 700
Front Royal, Virginia 22630
(540) 636-1604 FAX (540) 636-8163

Matthew J. Robertson, Finance Director

County of Warren, Virginia
Delay of FY 2020-2021 Audit Completion

In accordance with Section 15.2-2511 of the Code of Virginia, the County of Warren, Virginia is hereby posting the following statement:

- The required annual financial audit for FY 2020-2021 is currently pending by the independent audit firm of Robinson, Farmer, Cox Associates, Certified Public Accountants.
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- The estimated date of completion of the required audit, preparation of the CAFR, and the transmittal data to the Auditor of Public Accounts is no later than February 28, 2022.

If there are any questions or concerns, please contact Matt Robertson, Finance Director, by phone at (540) 636-1604 or via email at mrobertson@warrencountyva.net.

# # #

DRAFT

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE:	ITEM	SUBJECT:	PAGE 1 OF 1
December 14, 2021	N-7	FY 2021-2022 Budget Category Transfer Request of Warren County Public Schools	

EXPLANATION & SUMMARY:

The Warren County School Board has requested the transfer of $63,650 from line #69000 (Contingency Reserves) to line #61000 (Instruction) within the approved FY 2021-2022 budget for Warren County Public Schools. When the original FY 2021-2022 budget was approved, $150,859 was placed in Contingency Reserves in order to allow flexibility within the budget should an unexpected expense occur. At this time, enrollment of English as a Second Language (ESL) students has increased to the point that an additional ESL teacher is required.

COST & FINANCING:

No additional local funding is required. Funds are already within the adopted FY 2021-2022 budget.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors transfer funds in the amount of $63,650 from the "Contingency Reserves" category of the FY 2021-2022 budget for Warren County Public Schools to the "Instruction" category of the FY 2021-2022 budget for WCPS.

OR

I move that the Board of Supervisors not transfer funds in the amount of $63,650 from the "Contingency Reserves" category of the FY 2021-2022 budget for Warren County Public Schools to the "Instruction" category of the FY 2021-2022 budget for WCPS.

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

Warren County Public Schools
210 North Commerce Avenue
Front Royal, Virginia 22630-4419
Phone (540) 635-2171
Fax (540) 636-4195
www.wcps.k12.va.us

OFFICE OF THE
SUPERINTENDENT

November 8, 2021

Dr. Edwin C. Daley, County Administrator
County of Warren
220 North Commerce Avenue, Suite 100
Front Royal, VA 22630

Dear Dr. Daley:

At the November 3, 2021, regular meeting of the Warren County School Board, approval was given to request that the Warren County Board of Supervisors approve the transfer of $63,650 from budget category 69000 Contingency Reserves to category 61000 Instruction within the approved FY2022 School Operating Budget. When the original FY2022 School Operating Budget was approved, $150,859 was placed in Contingency Reserves in order to allow flexibility within the budget should an unexpected expense occur. Enrollment of English as a Second Language (ESL or English Language Learners (ELL)) students has increased this year to the point an additional teacher is required. Additional information on the need for this position is provided in the attached School Board Agenda Item. This request does not require an increase to the previously approved budget.

I would appreciate your placing this item on the next Board of Supervisors meeting agenda and will be happy to discuss this request with you and your Board then. In the meantime, if you have any questions, please let me know.

Sincerely,

Christopher L. Ballenger, Ed.D.
Division Superintendent

Attachments

Agenda Item Details

Meeting	Nov 03, 2021 - Regular Meeting
Category	4. Action Agenda
Subject	C. Approval of Additional ESL Teacher due to Increased Program Enrollment - Dr. Ballenger
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	63,650.00
Budgeted	No
Budget Source	Contingency Funds
Recommended Action	"I move that the Superintendent be authorized to request that the Warren County Board of Supervisors authorizes the transfer of $63,650.00 from 69000 Contingency Fund to 61000 Instruction for the ESL teacher and that the Warren County School Board approves an additional ESL teacher through June 30, 2022 due to division student enrollment of ESL students based upon the approval of the transfer of funds from the Contingency Fund to Instruction."

Public Content

Explanation and Summary:

- ESL student enrollment is up approximately 20 students from the 2020-2021 school year.
- Current division ESL enrollment is 171
- Currently, we have 6 ESL teachers
- Teacher caseloads for identified students are as follows:
    - Elementary Teacher 1 26 students
    - Elementary Teacher 2 25 students
    - Elementary Teacher 3 24 students
    - Elementary Teacher 4 22 students
    - Secondary Teacher 1 32 students
    - Secondary Teacher 2 42 students

- "Monitored" students do not receive daily service, but ESL teachers must still monitor their daily academic achievement to determine if they need to receive additional support services.
- Teacher caseloads for identified and "monitored" students are as follows:
    - Elementary Teacher 1 27 students
    - Elementary Teacher 2 29 students
    - Elementary Teacher 3 25 students
    - Elementary Teacher 4 26 students
    - Secondary Teacher 1 50 students
    - Secondary Teacher 2 65 students

- The proposal is to add one additional endorsed ESL teacher to serve our middle schools.
- Minutes for students who have been identified range from 30 minutes per day to 60 minutes per day (or on average 150 – 300 minutes per week.)
- This position would enable identified students at the middle schools to receive their required minutes according to the schedule that works best for the students (not during a core class).
- English Language Learners (ELLs) are identified in all CARES/ESSER grants as a high need group for this funding.
- Adding this additional position will enable high school ESL teachers to push into classrooms to assist students and/or provide additional support/tutoring to our beginning English learners.
- As we approach June 30, 2023, we will review current enrollment and work to add this position into the regular school budget.

Attachments:

Cost and Financing:
Estimated cost for a full year: (Total=$63,650) Salary ($48,963) plus benefits ($14,687) based on a teacher with 5 years of experience

Proposed or Suggested Motion:
"I move that the Warren County School Board approves an additional ESL teacher through June 30, 2023 due to division student enrollment."

Administrative Content

Executive Content

Motion & Voting

"I move that the Superintendent be authorized to request that the Warren County Board of Supervisors authorizes the transfer of $63,650.00 from 69000 Contingency Fund to 61000 Instruction for the ESL teacher and that the Warren County School Board approves an additional ESL teacher through June 30, 2022 due to division student enrollment of ESL students based upon the approval of the transfer of funds from the Contingency Fund to Instruction."

Motion by James S Wells, second by Kristen J Pence.
Final Resolution: Motion Carried
Yea: Catherine R Bower, James S Wells, Kristen J Pence, Melanie C Salins

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
December 14, 2021	**N-8**	Authorization to purchase EMS Transport Cot utilizing insurance replacement funds	1 of 4

EXPLANATION & SUMMARY:

The Department of Fire and Rescue Services sustained a fire incident at the ESA Lane Training and Continuing Education Center which destroyed a modular training building that was utilized for storage of various training aids and ancillary fire and rescue equipment that is utilized in a training or reserve status for daily operations. In this incident, the department lost a emergency medical transport cot. This cot was utilized as a training cot and reserve/spare for our response system.

It is the recommendation of the Department to replace the cot which was damaged in the fire with a Stryker Performance PRO Cot/Upgrade and preventative maintenance program. Attached you will find the price quote with capital terms and conditions.

This Cot would be placed in service in the response to emergency incidents and a cot with usable life can be utilized as a training cot and placed in spare status for operations.

COST & FINANCING:

The cost for the cot replacement is with a 6-year preventative maintenance program for a total of $15,224.94.

Recently, the County of Warren Insurance Carrier (VACO) has released funds in the amount of $120,000 for the replacement of contents of the building. Appropriate allocation and transfer paperwork has been submitted to the Warren County Finance Department to appropriate the funds to each respective budget category.

These funds will be utilized to make such purchase.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the Warren County Department of Fire and Rescue Services to authorize Fire Chief James Bonzano to execute a purchase agreement in the amount of $15,224.94 for a Stryker Performance PRO Cot/Upgrade and associated 6-year Preventative Maintenance Agreement.

OR

I move that the Board of Supervisors table the request for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
James G. Bonzano II, Fire Chief	☐ APPROVED ☐ OTHER (Describe)	

stryker

Performance PRO Cot/Upgrades

Quote Number:	10212088	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	WARREN COUNTY FIRE AND RESCUE	Rep:	Erin Riggle
	Attn: Andrew Feldhauser	Email:	erin.riggle@stryker.com
	afeld554@gmail.com	Phone Number:	
	(540) 636-3830	Mobile:	(410) 307-7052
Quote Date:	11/16/2021		
Expiration Date:	12/31/2021		

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	WARREN COUNTY FIRE AND RESCUE	Name:	WARREN COUNTY FIRE AND RESCUE	Name:	WARREN COUNTY FIRE AND RESCUE
Account #:	1180134	Account #:	1180134	Account #:	1180134
Address:	220 N COMMERCE AVE	Address:	220 N COMMERCE AVE	Address:	220 N COMMERCE AVE
	FRONT ROYAL		FRONT ROYAL		FRONT ROYAL
	Virginia 22630		Virginia 22630		Virginia 22630

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6086000000	Performance-PRO	1	$11,874.24	$11,874.24
1.1	6085033000	PR Cot Retaining Post			
1.2	7777881660	1 year parts, labor & travel			
1.3	6086026000	Performance Pro Std Components			
1.4	0054030000	DOM SHIP (NOT HI, AK, PR, GM)			
1.5	6086600000	Domestic Manual			
1.6	6085031000	Trendelenburg			
1.7	6060036018	Long Hook			
1.8	6086034001	6086 PERFORMANCE-LOAD OPTION			
1.9	6500003130	KNEE GATCH BOLSTER MATRSS, XPS			
1.10	6086032000	XPS OPTION			
1.11	6086029000	LT Handel Release - Standard			
1.12	6085046000	Retractable Head Section O2			
1.13	0054200994	No Runner/HE O2			
1.14	6500001430	X-RESTRAINT PACKAGE			
1.15	7777881673	3 YR X-FRAME WARRANTY			
1.16	6500315000	3 Stage IV Pole PR Option			
1.17	6085035000	Head End Storage Flat			

stryker

Performance PRO Cot/Upgrades

Quote Number:	10212088	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	WARREN COUNTY FIRE AND RESCUE	Rep:	Erin Riggle
	Attn: Andrew Feldhauser	Email:	erin.riggle@stryker.com
	afeld554@gmail.com	Phone Number:	
	(540) 636-3830	Mobile:	(410) 307-7052
Quote Date:	11/16/2021		
Expiration Date:	12/31/2021		

Equipment Total:	$11,874.24

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
2.1	72131PT	PREVENT-Manual Cot - TOS for Performance-PRO	6	1	$3,350.70	$3,350.70

ProCare Total:	$3,350.70

Price Totals:

Grand Total:	$15,224.94

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
December 14, 2021	**N-9**	Annual Term Contract with Adams-Nelson & Associates Inc., and Divaris Real Estate Inc. for Real Estate Broker Services	

EXPLANATION & SUMMARY:

The Finance and Purchasing Department received a request to solicit for an annual term contract(s) for real estate broker services. Pursuant to § 2.2-4302.2 of the Virginia Public Procurement Act, a Request for Proposals (RFP) was issued, and two (2) proposals returned. On December 2nd and 3rd, 2021, the selection committee interviewed Adams-Nelson & Associates, Inc., and Divaris Real Estate, Inc.

The selection committee recommends contracting with both Adams-Nelson & Associates, Inc., and Divaris Real Estate, Inc., both fully qualified and best suited offerors to perform real estate broker services based upon their proposals and interviews. Specifically, Adams-Nelson & Associates, Inc., was selected due to the company's sales record, real estate experience, and familiarity with Warren County and Divaris was selected due to their vast marketing resources and pre-sales services.

Attached is the selection committee consensus letter and a standard contract for services for both firms. All other information for this Request for Proposals is maintained in the Finance and Purchasing Department.

Upon Notice to Proceed, Adam-Nelson & Associates, Inc. will perform real estate broker services on an as-needed basis for an initial term of one (1) year with the option of four (4) additional one (1) year renewals.

Upon Notice to Proceed, Divaris Real Estate, Inc., will perform real estate broker services on an as-needed basis for an initial term of one (1) year with the option of four (4) additional one (1) year renewals.

COST & FINANCING:

All costs will be paid at closing as part of the sale.

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors authorize the Chair to approve the proposed contract in substantial form as presented, with such additions and corrections as may be approved by the Chair. I further move the Board of Supervisors to authorize the execution of the proposed contract between the County of Warren and Adams-Nelson, Inc., and Divaris Real Estate, Inc., for real estate broker services, by the Chair and County Administrator on behalf of Warren County.

or

I move the Board of Supervisors do not authorize the Chair to approve the proposed contract in substantial form as presented, with such additions and corrections as may be approved by the Chair. I further move the Board of Supervisors to authorize the execution of the proposed contract between the County of Warren and Adams-Nelson, Inc., and Divaris Real Estate, Inc., for real estate broker services, by the Chair and County Administrator on behalf of Warren County.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Alisa Scott, Deputy Finance Director		

COUNTY OF WARREN

Finance Department
Warren County Government Center
220 North Commerce Avenue, Suite 700
Front Royal, Virginia 22630
Phone: (540) 636-1604
Fax: (540) 636-8163

Matthew J. Robertson
Finance Director

December 6, 2021

BOARD OF SUPERVISORS

*****

CHAIR
Cheryl L. Cullers
South River District

VICE CHAIRMAN
Archie A. Fox
Fork District

Tony F. Carter
Happy Creek District

Walter J. Mabe
Shenandoah District

Delores R. Oates
North River District

*****

Dr. Edwin C. Daley
County Administrator

Mr. Michael Silek
Senior Commercial Specialist
Adams-Nelson & Associates, Inc.
The Fern Adams Building
303 S. Loudoun Street
Winchester, VA 22601

RE: Selection Committee Consensus Letter

Dear Mr. Silek,

The selection committee for the Real Estate Broker Services Request for Proposals has reached a consensus after proposals were scored and the committee was able to meet with one or more offerors. After elaborating on qualifications, performance data, and staff experience, the evaluation committee has confidence that Adams-Nelson & Associates, Inc., can meet the needs of the County as provided in the Request for Proposals.

Edwin C. Daley, County Administrator

Taryn G. Logan, Deputy County Administrator

Joseph W. Petty, Planning Director

Matthew J. Robertson, Finance Director

Sincerely,

Alisa Scott, Deputy Finance Director

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

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") 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 referred to as the "County"), and **ADAMS-NELSON & ASSOCIATES, INC.,** whose street address is The Fern Adams Building, 303 S. Loudoun Street, Winchester, Virginia 22601 (hereinafter called the "Service Provider").

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 provide the following described services (hereinafter the "Services"):

I. Provide broker services on an as-needed basis for the purpose of marketing, leasing and selling County-owned properties.
II. Provide advice regarding building and property rental valuation, including suitability for leasing.
III. Provide strategic planning for property leasing and/or disposal.
IV. Provide progress updates and maintain timely telephone and e-mail contact with assigned staff members when there are active interests and transaction.
V. Make presentations at public meetings including public hearings for the sale of the properties.
VI. Consult with County legal counsel on real property deed restrictions and/or conditions.
VII. Handle all customary activities and services associated with real estate transactions.
VIII. Deliver valuation, marketing and strategic planning reports as specified in each task order.

1. **Place of Service Performance:** County-owned properties located in Warren County, Virginia.

2. **Time of Service Delivery:** The Services will be provided on as-needed basis and the Services for each individual project will continue until the task is completed as determined by the County.

3. **Term of Contract:** The contract term will be limited to one year (hereinafter the "Contract Term"), commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed Five Hundred Thousand Dollars ($500,000) for the Contract Term. The project fee shall not exceed One Hundred Thousand Dollars ($100,000) for any single project. The Contract Term may be renewable for up to four (4) additional one-year terms at the

option of the Owner upon thirty (30) days written notice, and upon written mutual agreement between the Owner and the Service Provider.

4. **Payment:** The County shall pay to the Service Provider a sum not to exceed **Six Percent (6%) of the sales price for Broker Services representing the County** and a sum not to exceed **Five Percent (5%) of the sales price for Broker Services when representing both the County and the buyer** (hereinafter the "Payment"). 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. **Reimbursable Expenses:** In addition to the Payment, Owner shall pay the Service Provider the actual costs of all Reimbursable Expenses incurred in connection with the Services. Reimbursable Expenses mean the actual expenses incurred directly in connection with performing the Services for the following: transportation and subsistence incidental thereto; obtaining bids or proposals from Buyer; furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Project Representatives and their assistants; telephone calls; reproduction of reports, drawings, specifications, and similar Project-related items; and, if authorized in advance by Owner, overtime work requiring higher than regular rates.

6. **Subcontractors:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Service Provider desires to subcontract some part of the work specified in the contract, the Service Provider shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Service Provider shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

If the County provides written approval for a Subcontractor, the Service Provider shall promptly pay each Subcontractor providing labor 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 is entitled, reflecting the percentage actually retained, if any, from payments to the Service

Provider on account of such Subcontractor's work. 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.

7. **Work Delays:**

A. The time during which the Service Provider is delayed in the performance of the Services, 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.

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 Services 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 Services.

9. **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.

10. **Reports:** Service Provider shall complete, maintain, and submit to the County all records and reports and lists of services rendered when such services are rendered.

11. **Services Rendered:** Service Provider shall perform the Services at the location specified in Section 1 of the Contract. Service Provider agrees to maintain all facilities and equipment used by Service Provider under the Contract in clean, sanitary, and safe condition and free from defects of every kind.

12. **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 the Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

13. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of the Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not 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.

14. **Non-Discrimination:** During the performance of the Contract, 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.**

15. **Compliance with immigration laws.** The Service Provider agrees and represents that it does not now, nor will it during the performance of the 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 the 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 0r Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

17. **Drug-free Workplace.** During the performance of the 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.

18. **Termination for Cause:** The Contract may be terminated by the County upon fifteen (15) 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.

19. **Termination for Convenience:** The obligation to provide further services under the Contract may be terminated by the County for its convenience and not for cause upon fifteen (15) 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 loss profits on services not performed as a result of such termination for convenience.

20. **Notice:** Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract.

21. **Non-Assignability:** Service Provider understands that the 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, the Contract is non-assignable by Service Provider without the express written advance permission of the County.

22. **Insurance and Amount of Insurance Required:**

General Liability:	**$1,000,000**
Automobile Insurance:	**$1,000,000**
Workers Comp:	**Virginia statutory requirements**

All policies must name the County as an Additional Insured, and must contain provisions preventing cancellation, non-renewal or expiration unless written Notice is given to the County at least 30 days in advance.

23. **Indemnification:** With the exception of matters concerning professional liability, 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 the Service Provider's work. In matters concerning professional liability, Service Provider shall indemnify and hold the County harmless with respect to Service Provider's work. In lieu of a contractual obligation to defend the County, Service Provider will pay reasonable attorney's fees.

24. **Ownership of Deliverable Products:** The County shall have all rights, title, and interest in or to all developmental or interim plans, project reports and/or presentations, data, and documentation developed or generated during the completion of the Services. The Service Provider shall be expressly prohibited by the terms of the contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.

25. **Standard of Care:** Service Provider shall perform the Services 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 the Services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date the Services are provided.

26. **Entire Contract:** The Contract constitutes the entire agreement between the parties pertaining to the subject matter of the Contract and supercedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.

27. **Enforcement:** The 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 the Contract shall be filed in the courts of Warren County, Virginia.

28. **Severability:** Each paragraph and provision of the Contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

29. **Additional Terms and Conditions:** The following attachments are made a part of the Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this County of Warren Request for Proposals, the Marketing Proposal, and all Modifications issued after execution of the Contract. These documents form the Contract, and are as fully a part of the Contract as if attached to the Contract for Services.

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

(SEAL)
COUNTY OF WARREN, VIRGINIA

BY:_____ **ATTEST:**_____

TYPE NAME: **Edwin C. Daley** **TYPE NAME:** _____

TITLE: **County Administrator** **TITLE:** _____

DATE:_____ **DATE:**_____

(SEAL)
ADAMS-NELSON & ASSOCIATES

BY: _____ **ATTEST:** _____

TYPE NAME: _____ **TYPE NAME:** _____

TITLE: _____ **TITLE:** _____

DATE: _____ **DATE:** _____

APPROVED AS TO FORM:

_____ **DATE:** _____
CAITLIN W. JORDAN
SENIOR ASSISTANT COUNTY ATTORNEY

COUNTY OF WARREN

Finance Department
Warren County Government Center
220 North Commerce Avenue, Suite 700
Front Royal, Virginia 22630
Phone: (540) 636-1604
Fax: (540) 636-8163

Matthew J. Robertson
Finance Director

December 6, 2021

BOARD OF SUPERVISORS

*****

CHAIR
Cheryl L. Cullers
South River District

VICE CHAIRMAN
Archie A. Fox
Fork District

Tony F. Carter
Happy Creek District

Walter J. Mabe
Shenandoah District

Delores R. Oates
North River District

*****

Dr. Edwin C. Daley
County Administrator

Mr. Joseph Farina
Principal, Washington DC
Divaris Real Estate, Inc.
8150 Leesburg Pike Suite 501
Tysons, Virginia 22182

RE: Selection Committee Consensus Letter

Dear Mr. Farina,

The selection committee for the Real Estate Broker Services Request for Proposals has reached a consensus after proposals were scored and the committee was able to meet with one or more offerors. After elaborating on qualifications, performance data, and staff experience, the evaluation committee has confidence that Divaris Real Estate, Inc., can meet the needs of the County as provided in the Request for Proposals.

Edwin C. Daley, County Administrator

Taryn G. Logan, Deputy County Administrator

Joseph W. Petty, Planning Director

Matthew J. Robertson, Finance Director

Sincerely,

Alisa Scott, Deputy Finance Director

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") 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 referred to as the "County"), and **DIVARIS REAL ESTATE, INC.,** whose street address is 4525 Main Street, Suite 900, Virginia Beach, Virginia 23462 (hereinafter called the "Service Provider").

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 provide the following described services (hereinafter the "Services"):

I. Provide broker services on an as-needed basis for the purpose of marketing, leasing and selling County-owned properties.
II. Provide advice regarding building and property rental valuation, including suitability for leasing.
III. Provide strategic planning for property leasing and/or disposal.
IV. Provide progress updates and maintain timely telephone and e-mail contact with assigned staff members when there are active interests and transaction.
V. Make presentations at public meetings including public hearings for the sale of the properties.
VI. Consult with County legal counsel on real property deed restrictions and/or conditions.
VII. Handle all customary activities and services associated with real estate transactions.
VIII. Deliver valuation, marketing and strategic planning reports as specified in each task order.

1. **Place of Service Performance:** County-owned properties located in Warren County, Virginia.

2. **Time of Service Delivery:** The Services will be provided on as-needed basis and the Services for each individual project will continue until the task is completed as determined by the County.

3. **Term of Contract:** The contract term will be limited to one year (hereinafter the "Contract Term"), commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed Five Hundred Thousand Dollars ($500,000) for the Contract Term. The project fee shall not exceed One Hundred Thousand Dollars ($100,000) for any single project. The Contract Term may be renewable for up to four (4) additional one-year terms at the

option of the Owner upon thirty (30) days written notice, and upon written mutual agreement between the Owner and the Service Provider.

4. **Payment:** The County shall pay to the Service Provider a sum not to exceed **Six Percent (6%) of the sales price for Broker Services representing the County** (hereinafter the "Payment"). 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. **Reimbursable Expenses:** In addition to the Payment, Owner shall pay the Service Provider the actual costs of all Reimbursable Expenses incurred in connection with the Services. Reimbursable Expenses mean the actual expenses incurred directly in connection with performing the Services for the following: transportation and subsistence incidental thereto; obtaining bids or proposals from Buyer; furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Project Representatives and their assistants; telephone calls; reproduction of reports, drawings, specifications, and similar Project-related items; and, if authorized in advance by Owner, overtime work requiring higher than regular rates.

6. **Subcontractors:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Service Provider desires to subcontract some part of the work specified in the contract, the Service Provider shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Service Provider shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

If the County provides written approval for a Subcontractor, the Service Provider shall promptly pay each Subcontractor providing labor 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 is entitled, reflecting the percentage actually retained, if any, from payments to the Service Provider on account of such Subcontractor's work. 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.

7. **Work Delays:**

A. The time during which the Service Provider is delayed in the performance of the Services, 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.

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 Services 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 Services.

9. **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.

10. **Reports:** Service Provider shall complete, maintain, and submit to the County all records and reports and lists of services rendered when such services are rendered.

11. **Services Rendered:** Service Provider shall perform the Services at the location specified in Section 1 of the Contract. Service Provider agrees to maintain all facilities and equipment used by Service Provider under the Contract in clean, sanitary, and safe condition and free from defects of every kind.

12. **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 the Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

13. **Independent Contractor:** Service Provider understands and agrees that the relationship of service provider to the County arising out of the Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not 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.

14. **Non-Discrimination:** During the performance of the Contract, 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.**

15. **Compliance with immigration laws.** The Service Provider agrees and represents that it does not now, nor will it during the performance of the 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 the 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 0r Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

17. **Drug-free Workplace.** During the performance of the 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.

18. **Termination for Cause:** The Contract may be terminated by the County upon fifteen (15) 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.

19. **Termination for Convenience:** The obligation to provide further services under the Contract may be terminated by the County for its convenience and not for cause upon fifteen (15) 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 loss profits on services not performed as a result of such termination for convenience.

20. **Notice:** Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract.

21. **Non-Assignability:** Service Provider understands that the 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, the Contract is non-assignable by Service Provider without the express written advance permission of the County.

22. **Insurance and Amount of Insurance Required:**

General Liability:	**$1,000,000**
Automobile Insurance:	**$1,000,000**
Workers Comp:	**Virginia statutory requirements**

All policies must name the County as an Additional Insured, and must contain provisions preventing cancellation, non-renewal or expiration unless written Notice is given to the County at least 30 days in advance.

23. **Indemnification:** With the exception of matters concerning professional liability, 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 the Service Provider's work. In matters concerning professional

liability, Service Provider shall indemnify and hold the County harmless with respect to Service Provider's work. In lieu of a contractual obligation to defend the County, Service Provider will pay reasonable attorney's fees.

24. **Ownership of Deliverable Products:** The County shall have all rights, title, and interest in or to all developmental or interim plans, project reports and/or presentations, data, and documentation developed or generated during the completion of the Services. The Service Provider shall be expressly prohibited by the terms of the contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.

25. **Standard of Care:** Service Provider shall perform the Services 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 the Services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date the Services are provided.

26. **Entire Contract:** The Contract constitutes the entire agreement between the parties pertaining to the subject matter of the Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.

27. **Enforcement:** The 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 the Contract shall be filed in the courts of Warren County, Virginia.

28. **Severability:** Each paragraph and provision of the Contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

29. **Additional Terms and Conditions:** The following attachments are made a part of the Contract and are incorporated herein:

A. The Contract Documents - The Contract Documents include this County of Warren Request for Proposals, the Marketing Proposal, and all Modifications issued after execution of the Contract. These documents form the Contract, and are as fully a part of the Contract as if attached to the Contract for Services.

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

(SEAL)
COUNTY OF WARREN, VIRGINIA

BY:_____ **ATTEST:**_____

TYPE NAME: **Edwin C. Daley** **TYPE NAME:** _____

TITLE: **County Administrator** **TITLE:** _____

DATE:_____ **DATE:**_____

(SEAL)
DIVARIS REAL ESTATE, INC.

BY: _____ **ATTEST:** _____

TYPE NAME: _____ **TYPE NAME:** _____

TITLE: _____ **TITLE:** _____

DATE: _____ **DATE:** _____

APPROVED AS TO FORM:

_____ **DATE:** _____
CAITLIN W. JORDAN
SENIOR ASSISTANT COUNTY ATTORNEY

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
December 14, 2021	**N-10**	Proposed FY 2021-2022 Locality Agreement between Warren County and Virginia Department of Health	

EXPLANATION & SUMMARY:

Please see attached proposed FY 2021-2022 Locality Agreement. The proposed agreement reflects an appropriation of $375,162 in local matching funds as approved in the current budget. Additionally, Warren County Health Department has requested to carry forward $28,398 in local matching funds for a total of $403,560 in matching funds and an additional $72,262 in local only funds from the prior fiscal year closing locality balance.

The agreement would result in no increased support on behalf of Warren County in comparison to the current budget.

COST & FINANCING:

Total appropriation of $375,162, which is included in the approved budget.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors approve the FY 2021-2022 Locality Agreement between the Virginia Department of Health and the Warren County Board of Supervisors for Funding and Services of the Warren County Health Department, as proposed.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Leigh Ann Sweeney, District Administrator, Lord Fairfax Health District Emily M. Ciarrocchi, Deputy Clerk of the Board		

Electronic Signature Agreement Page

STATEMENT OF AGREEMENT TO PROCESS NEEDED SIGNATURES OF THE VIRGINIA DEPARTMENT OF HEALTH (VDH) LOCAL GOVERNMENT AGREEMENT ELECTRONICALLY

VDH and The Warren County Board of Supervisors agree to use electronic signatures, as authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia.

Edwin Daley, County Administrator
Authorizing officer printed name and title

Authorizing officer signature

Parham Jaberi, MD, MPH
Chief Deputy Commissioner for Community Health Services
Virginia Department of Health

Parham Jaberi, MD
Authorizing signature

AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND THE WARREN COUNTY BOARD OF SUPERVISORS FOR FUNDING AND SERVICES OF THE WARREN COUNTY HEALTH DEPARTMENT

This agreement ("Agreement") for the services to be provided by the Warren County Health Department and the funding therefore is by and between the Virginia Department of Health ("VDH") and Warren County Board of Supervisors (collectively "the Parties").

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Warren County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed $523,929.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Warren County will provide by appropriation and in equal quarterly payments a sum of $375,162.00 local matching funds and $0.00 one-hundred percent local funds for a total of $375,162.00 local funds for this fiscal year. LB 11.23.21

In addition, the Board of Supervisors has approved the Warren County Health Department to carry forward $28,398.00 in local matching funds for a total of $403,560.00 matching funds and an additional $72,262.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Warren County Health Department, which shall perform public health services in Warren County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1,2021. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia ("Commonwealth") and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.

B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan , the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan , the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Warren County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.

D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

_____
Parham Jaberi, MD, MPH
Chief Deputy Commissioner
Community Health Services
Virginia Department of Health

_____
Date

_____
Colin M. Greene,MD
District Health Director
Lord Fairfax Health District

_____
Date

_____
Local authorizing officer signature

Edwin Daley
Authorizing officer printed name

County Administrator
Authorizing officer title

_____
Date

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)
Local Government Agreement, Attachment A(2.)

WARREN COUNTY LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

FIPS: 187

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link-32.1-122.03; State Health Plan Link Virginia Plan for Well-Being 2016-2020			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link-32.1-46			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling Code Link-32.1-57			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links-32.1-35, 32.1-39, 32.1-43			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links-32.1-36, 32.1-36.1,32.1-39			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links-32.1-49, 32.1-50, 32.1-50.1			X
FAMILY PLANING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link-32.1-77, 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link-32.1-77, 42 U.S.C. 300 et seq., and 42 CFR Part 59\		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links-32.1-77, 32.1-89, 32.1-90			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links-32.1-65, 32.1-67, 32.1-68			X
Well child care up to age 19 Board of Health Code Link-32.1-77			X
WIC : Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link-32.1-11			
Blood lead level testing Code Link-32.1-46.1, 32.1-46.2			X
Outreach, Patient and Community Health Education Code Link-32.1-11, 32.1-11.3,			X
Community Education Code Link-32.1-11, 32.1-23			X
Pre-school Physicals for school entry Code Link-22.1-270			X
Services for Children with Special health care needs Title V, Social Security Act Code Link-32.1-77			X
Child restraints in motor vehicles Code Link-46.2-1095, 46.2-1097		X	
Babycare, **Child**: DMAS MOA		X	

MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link-32.1-77		X	
Babycare, **Maternal**: DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.	
Investigation of communicable diseases: Pursuant to §§ 32.1-35 and 32.1-39 of the Code of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-32.1-35, 32.1-39	X
Marinas: Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-32.1-246	
Migrant labor camps: Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-32.1 Chapter 6 Article 6	X
Milk: Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency's MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade "A" milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade "A" milk plants for compliance with the Regulations Governing Grade "A" Milk (2VAC5-490-10). Code Links- 3.2-5206, 3.2-5208	
Alternative discharging sewage systems: Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-32.1-164	X
Onsite sewage systems: Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; "SHDR") and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; "AOSS Regulations"); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-32.1-163	X
Rabies: Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- 3.2-6500	X

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

Restaurants/eating establishments: Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- 35.1-14	X
Hotels/Motels: In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-35.1-13	X
Wells: Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) Code Link-32.1-176.4	X
Homes for adults: The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))	X
Juvenile Justice Institutions: Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-35.1-23	X
Jail inspections: Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-53.1-68	X
Daycare centers: At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))	X
Radon Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-32.1-229.	X
Summer camps/ Campgrounds: Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-35.1-16, 35.1-17	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- 32.1-330	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-5201-2.2-5211 Code Link- 2.2-5201, 2.2-5211	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- 2.2-5305, 2.2-5306	
Vital Records Code Link- 32.1-254, 32.1-255, 32.1-272	X
Immunizations for maternity and post-partum patients Code Link-32.1-11, 32.1-325, 54.1-3408.	X
AIDS Drug Assistance Program (ADAP) Code Link-32.1-11,	X
Emergency Preparedness and Response Code Link-32.1-42, 32.1-43 et seq., 32.1-229,	X
HIV Counseling, Testing and Referral Code Link-32.1-37.2	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All
Foreign Travel Immunizations			X
Other:			
CHILD HEALTH SERVICES			
Disabled disability Waiver Screenings DMAS MOA Code Link-32.1-330Other:			
Other: Community Education			X
Other: EDCD Waiver			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Other: Community Education			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Nutrition Education		X	
Preventive Health Services		X	
Pre-Conception Health Care		X	
Other: Community Education			X
MEDICAL SERVICES - **Please identify services**	Income A only	Defined by Federal Regulations	All
Community Education			X
Pharmacy services-Alternate Drug Delivery Site			X
Hypertension screening, referral, and counseling			X
Other			

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served

SPECIALTY CLINIC SERVICES - **Please identify services**	Income A only	Defined by Federal Regulations	All
N/A			

DENTAL HEALTH SERVICES - **Please identify services**	Income A only	Defined by Federal Regulations	All
WIC Dental Varnish		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

PUBLIC HEALTH ENVIRONMENTAL SERVICES PROVIDED
UNDER LOCAL ORDINANCE OR CONTRACT

Neither the *Code of Virginia* nor Regulations of the Board of Health requires the following services to be provided by the local health department	Place an X in this column if service is provided for locality	Local ordinance code cite	Provide a brief description of local ordinance requirements
General Environmental	X	Chapter 61,124,137	Animals, Nuisances, and Property Maintenance – Investigate Complaints
Festivals	X	Chapter 86	Reviews to assure adequate sanitation and determine permits required for food service and lodging per Regulations
Building Permit Walkover	X	Code of VA 32.1-165	Safe, Adequate and Proper Review per Code
Local Septic Ordinance	X	Chapter 161	Issue permits per ordinance, which require 100% reserve. Pump and haul and hauler evaluations. License requirements for sewage haulers and septic systems installers.

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
December 14, 2021	N-11	FR/WC Airport - Annual Contract for Aviation Engineering, Planning and Consulting services.	

EXPLANATION & SUMMARY:

Warren County desires to enter an annual term contract for Aviation Consultant services. Warren County issued a request for qualification proposals for engineers/consultants to provide professional services as required by the County from time to time in accordance with U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/1400-14E Change 1 dated September 25, 2015, for professional architectural, engineering and planning services for airport development projects at Front Royal-Warren County Airport.

Projects may include, but not limited to land acquisition, obstruction removal, airside/landside paving, drainage and lighting, as well as planning and environmental services.

A review committee composed of County Staff and Airport Commission members evaluated the proposals and after final discussion with the Airport Commission Chairman, Talbert & Bright was the firm selected to provide consultant services. Talbert & Bright has significant experience with Front Royal-Warren County Airport, with the FAA Washington District Office and Virginia Department of Aviation. After determining final ranking, Talbert & Bright was contacted for current rate information to be included with this information.

COST & FINANCING:

No additional funding is requested at this time. Most projects requiring Aviation engineering/consultant services are related to Federal and State grant funded projects. Additional, non-grant funded needs, will be come from the current Airport budget (81060) or designated Airport funding.

Current rate sheet attached.

PROPOSED MOTION(S):

I move the Board of Supervisors authorize contracting with Talbert & Bright for Aviation Engineering, Planning and Consulting Services for a period of (1) one year with up to (4) four additional (1) one year renewals.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Michael R. Berry Public Works Director		

TALBERT & BRIGHT - Chesterfield, VA

STANDARD BILLING RATES

Effective August 1, 2021 - July 31, 2022

(Adjusted Annually)

Position	Rate
Principal	238.00
Project Manager	207.00
Project Manager Assist. I	76.00
Project Manager Assist. II	87.00
Project Manager Assist. III	112.00
Project Manager Assist. IV	147.00
Engineer I	80.00
Engineer II	102.00
Engineer III	118.00
Engineer IV	138.00
Engineer V	172.00
Grant Admin I	68.00
Grant Admin II	85.00
Grant Admin III	96.00
Planner I	64.00
Planner II	81.00
Planner III	93.00
Planner IV	110.00
Planner V	125.00
Senior Planner	170.00
Senior Designer	125.00
Technician I	61.00
Technician II	71.00
Technician III	87.00
Technician IV	94.00
Technician V	102.00
Admin I	55.00
Admin II	62.00
Admin III	66.00
Admin IV	73.00
Admin V	79.00

CONTRACT FOR ENGINEERING AND RELATED WORK
WARREN COUNTY, VIRGINIA
FRONT ROYAL-WARREN COUNTY AIRPORT

This AGREEMENT is made by and between Warren County, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter called the OWNER and Talbert, Bright & Kane, Inc. (dba Talbert & Bright), a corporation organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to commence airport development, improvements and/or other similar work for the Front Royal-Warren County Airport as may be mutually agreed to, hereinafter called the Project, and

WHEREAS, the OWNER desires to engage a qualified and experienced engineer to perform professional engineering services and the ENGINEER has represented that it is qualified to provide such services and desires to do so.

NOW THEREFORE, the OWNER and the ENGINEER, for the considerations hereinafter set forth, agree as follows:

General

For the purpose of this CONTRACT, the Public Works Director and/or County Administrator are hereby designated as the OWNER's representatives to act for the OWNER in giving approvals and authorizations for the OWNER as hereinafter required and set forth. The ENGINEER will be notified in writing of any change in representation.

This CONTRACT shall be in effect as of the date executed by both parties. The initial term of the CONTRACT shall be one (1) year and shall automatically renew for four (4) additional one (1) year terms unless terminated by either party as described in SECTION VI, Part F. Termination of Contract

When mutually agreed by the OWNER and the ENGINEER, and after having received from the OWNER written approval of the ENGINEER's Work Authorization, including an estimated cost for specified services, the ENGINEER shall provide professional engineering services as described below.

SECTION I - BASIC SERVICES

A. Project Development Phase:

After authorization to proceed, the ENGINEER shall:

1. Consult with OWNER, state and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.

2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Section II. Assist the OWNER in contracting for such services.

3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.

4. Prepare preliminary cost estimate for the Project.

5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.

6. Prepare applications for federal and/or state assistance grants for funding of the Project.

7. Furnish five (5) copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.

8. Assist the OWNER in obtaining financing for project.

9. Perform additional work as described and required by the Work Authorization(s).

B. Design Phase:

After written authorization to proceed the ENGINEER shall:

1. In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.

2. Prepare an engineer's report in accordance with FAA criteria, which shall include but not necessarily be limited to:

   a. An analysis and reasons for the design choices;

   b. An analysis of the manner in which the work will be accomplished; and

   c. A project cost estimate based upon the final design.

3. Advise the OWNER of needed special services as described in Section II and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).

4. Prepare final design, contract drawings, specifications and contract documents. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.

5. Assist OWNER in submitting appropriate documents to local, state and federal agencies for necessary approvals and permits.

6. Assistance to the OWNER in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.

7. Perform additional work as described and required by Work Authorizations.

C. Construction Phase:

During the Construction Phase, the ENGINEER shall provide the following services:

1. Assistance in preparation of formal contract documents for the award of construction contract.

2. Consult with and advise the OWNER and act as provided in the approved construction specifications and contract documents.

3. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. ENGINEER shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the contract documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

4. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.

5. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.

6. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER's control.

7. Advise the OWNER of needed special services and assist the OWNER in acquisition of such services as appropriate.

8. Based upon ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observation and review, that the work has progressed to the point indicated, that to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

9. Prepare OWNER's applications for partial and final payments for submission to government agencies.

10. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to

any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.

11. ENGINEER will prepare for OWNER, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

12. The ENGINEER shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to perform properly duties undertaken by the ENGINEER under this Contract.

SECTION II - SPECIAL SERVICES

At written request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER's own forces or through subcontracts with other professionals. Compensation for Special Services provided by ENGINEER shall be in accordance with one of the methods identified in Section V - Payment of Services. Special services that may be requested include, but are not necessarily limited to the following:

A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses and recommendations.

C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.

D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be described in Section IV.

E. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.

F. Assistance to the OWNER as expert witness in litigation arising from development or construction of the Project.

G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the Project.

H. Extra work created by design changes, after approval of plans and specifications by the OWNER FAA and DOAV, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the Project.

I. Extra work required to revise or prepare contract documents, plans and specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such construction program.

J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

K. Providing renderings or models for OWNER's use.

L. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

M. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than ten (10) days, (4) acceleration of the process schedule involving services beyond normal working hours, (5) default by Contractor(s), and (6) the furnishing of a resident project representative other than an employee of the Engineer.

N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III - RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the OWNER shall:

A. Make available for ENGINEER's use all record drawings, maps, soil data, etc.

B. Respond in a timely manner to submissions by ENGINEER providing approvals and authorizations as appropriate so that work may continue at a normal pace.

C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

D. Furnish ENGINEER as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered herein; all of which ENGINEER may rely upon in performing his services.

E. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.

H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

I. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of the ENGINEER's services, or any defect in the work of Contractor(s).

SECTION IV - RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative, assistants and other field staff to assist ENGINEER in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction contract documents, and are further limited and described as follows:

A. General

Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the ENGINEER and Contractor, keeping OWNER advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of Resident Project Representative:

1. Schedules:

Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings:

Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other Project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract

documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.

b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the work, according to the contract documents.

4. Shop Drawings and Samples:

a. Record date of receipt of shop drawings and samples.

b. Receive samples that are furnished at the site by Contractor, and notify ENGINEER of availability of samples for examination.

c. Advise ENGINEER and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been accepted by the ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is, in general, proceeding in accordance with the contract documents.

b. Report to ENGINEER whenever Resident Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test or approval required to be made; and advise ENGINEER of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to tests, procedures, and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections and report to ENGINEER.

6. Interpretation of Contract Documents:

Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

7. Modifications:

   Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.

8. Records:

   a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.

   b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

   c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of material and equipment.

9. Reports:

   a. Furnish ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

   c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend change orders, work directive changes, and field orders to ENGINEER.

   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests:

    Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values,

work completed and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operations Manuals:

During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for work.

12. Completion:

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Conduct on-site review in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority of the Resident Project Representative:

1. Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the contract documents.

3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

6. Shall not accept shop drawing or sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION V - PAYMENT OF SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the ENGINEER and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the ENGINEER's Notice-to-Proceed.

The ENGINEER is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the OWNER.

A. Methods of Payment:

One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:

1. Fixed Fee (Lump Sum):

For work that can be defined and delineated in advance, payment to the ENGINEER will be made on the basis of a fixed fee. The agreed fee shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses. The fixed fee will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the fixed fee would be subject to renegotiation.

2. Cost Plus A Fixed Fee:

Under this method of payment, the ENGINEER's compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization; direct non-salary expenses; and a fixed fee.

B. Terms and Conditions:

The basis of compensation described is based upon the following conditions:

1. Time charged to the Project by ENGINEER personnel will include the time that the applicable employees are engaged in actual work on the Project at the ENGINEER'S office, at the site of the Project, or travel status in connection with the Project.

2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.

3. ENGINEER may assign personnel classifications to the project that differ from those originally anticipated and outlined in the Work Authorization.

4. Charges will not be made to the Project during periods of sickness, vacation or at any other times when personnel assigned are not gainfully employed on the work.

C. Payment Schedule:

Invoices shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts. Service charges are not AIP or DOAV eligible costs.

SECTION VI - MISCELLANEOUS PROVISIONS

A. Estimates:

Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.

B. Extra Work:

It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the ENGINEER's control and when requested or authorized by the OWNER. Extra work may also include special services as identified in Section II - Special Services. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in Section V - Payment of Services.

C. Reuse of Documents:

All documents, including drawings and specifications prepared by ENGINEER pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. Responsibilities of the Engineer:

1. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Contract.

2. Approval by the OWNER, FAA or DOAV of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.

3. ENGINEER shall maintain all required records for three years after the OWNER makes final payment and all other pending matters are closed.

E. Period of Services:

1. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period that may reasonably be required for the design, award of contracts and construction of the Project.

2. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

3. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Contract.

4. If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Contract) be paid as provided for in Section V - Payment of Services. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to an increase not to exceed 10 percent per year.

F. Termination of Contract

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:

a. Not less than ten (10) calendar days written notice of intent to terminate; and

b. An opportunity for consultation with the terminating party prior to termination.

2. If the termination is due to failure to fulfill the ENGINEER's obligations, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the ENGINEER shall be liable to the OWNER for any additional cost occasioned to the OWNER thereby.

3. If, after notice of termination for failure to fulfill contract obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.

4. The OWNER may, by written notice, terminate this contract in whole or in part at any time for the OWNER's convenience.

5. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the ENGINEER performing this Contract, whether completed or in process.

6. If this Contract is terminated by either party, the ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments that have become firm prior to termination.

   a. If the termination of the Contract occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER for the completed phase shall be considered full compensation due the ENGINEER.

   b. If Contract is terminated by the OWNER for default of the ENGINEER, the amount due the ENGINEER may be adjusted to the extent of any additional cost incurred by the OWNER as a result of the ENGINEER's default.

   c. If the termination is for the convenience of the OWNER, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

7. For AIP funded Work Authorizations exceeding $10,000, the terms outlined in Section VII, Part W. Termination of Contract take precedence over those listed in this clause.

8. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

G. Remedies:

Except as may be otherwise provided in this Contract all claims, counter claims, disputes and other matters in question between OWNER and the ENGINEER arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.

SECTION VII - REQUIRED FEDERAL CONTRACT PROVISIONS

See Appendix A - Contract Provisions (Updated June 19, 2018)

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year written below.

OWNER: **WARREN COUNTY, VIRGINIA**		**ENGINEER:** **TALBERT & BRIGHT**	
BY:	_____ (Signature)	BY:	_____ (Signature)
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____
WITNESS:	_____ (Signature)	WITNESS:	_____ (Signature)

A1 ACCESS TO RECORDS AND REPORTS

APPLICABILITY - All contracts and subcontracts of AIP funded projects.

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

APPLICABILITY - Any professional service agreement that includes construction work exceeding $10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 10.0%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Warren County, Virginia.

A3 BREACH OF CONTRACT TERMS

APPLICABILITY – All contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). (This threshold is currently equal to $150,000.)

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

APPLICABILITY - Professional Service Agreements that include providing a manufactured good as part of the contract.

DOES NOT APPLY TO THIS CONTRACT.

A5 CIVIL RIGHTS - GENERAL

APPLICABILITY - All sponsor contracts regardless of funding source.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

APPLICABILITY - All contracts and solicitations.

TITLE VI SOLICITATION NOTICE:

The County of Warren in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation

and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS & AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

APPLICABILITY - All contracts and lower tier contracts that exceed $150,000.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

APPLICABILITY - Professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen and guards. This includes members of survey crews and exploratory drilling operations. Applies to contractors and subcontractors.

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

APPLICABILITY - Professional Service Agreements exceeding $2,000 that include tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5.

DOES NOT APPLY TO THIS CONTRACT.

A10 DAVIS-BACON REQUIREMENTS

APPLICABILITY - Professional Service Agreements exceeding $2,000 that include tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5.

DOES NOT APPLY TO THIS CONTRACT.

A11 DEBARMENT AND SUSPENSION

APPLICABILITY - Any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

APPLICABILITY - All prime contracts

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

APPLICABILITY - All AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67. (This amount is currently set at $10,000.)

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

APPLICABILITY - All AIP funded contracts and lower-tier contracts.

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

A15 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

APPLICABILITY - Any professional service agreement when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in

accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person

or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

APPLICABILITY – All contracts

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

APPLICABILITY - All contracts exceeding $100,000.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A18 PROHIBITION of SEGREGATED FACILITIES

APPLICABILITY - All Professional Services contracts that that include tasks that qualify as construction work as defined by 41 CFR part 60 and include the equal opportunity clause, regardless of the amount of the contract.

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing

areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

APPLICABILITY - All contracts and subcontracts

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A20 PROCUREMENT OF RECOVERED MATERIALS

APPLICABILITY - Any contract that includes procurement of products where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

DOES NOT APPLY TO THIS CONTRACT.

A21 RIGHT TO INVENTIONS

APPLICABILITY - All contracts and subcontracts with small business firms or nonprofit organizations that includes performance of experimental, developmental, or research work. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes experimental, developmental or research work.

DOES NOT APPLY TO THIS CONTRACT.

A22 SEISMIC SAFETY

APPLICABILITY - Any contract involved in the construction of new buildings or structural addition to existing buildings.

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23 TAX DELINQUENCY AND FELONY CONVICTIONS

APPLICABILITY - All contracts funded in whole or part with AIP.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is (✓) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is (✓) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

A24 TERMINATION OF CONTRACT

APPLICABILITY - All contracts and subcontracts in excess of $10,000.

TERMINATION FOR CONVENIENCE

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A25 TRADE RESTRICTION CERTIFICATION

APPLICABILITY - All contracts and subcontracts

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A26 VETERAN'S PREFERENCE

APPLICABILITY - AIP funded projects that involve labor to carry out the project.

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
December 14, 2021	N-12	Contract with ZL Paving Company for Snow Removal in the Sanitary Districts within Warren County	1 OF 1

EXPLANATION & SUMMARY:

In October 2021, the County issued an invitation for bids for snow removal in the Sanitary Districts within Warren County. The Sanitary District road systems consist of approximately 50 miles of predominately unpaved roads, divided into five defined snow routes. The invitation for bid allowed for multiple contractors to provide 4 x 4 trucks with plows and spreaders, motor grader's, back hoes, tractors and equipment. Requirements included a properly licensed operators and proof of liability insurance naming the County as additional insured.

After proper advertisement, the County received two (2) bids and plans to contract for the services of both bidders.

On October 19, 2021, the Board of Supervisors approved contract renewals with HB Henry Construction, LLC and B&B Excavating, LLC for snow removal services within the Sanitary Districts. County staff wishes to enter into this additional contract to ensure the County has access to enough snow removal services to address any and all snow fall the County may have this winter.

A copy of the proposed contract with ZL Paving Company is attached.

COST AND FINANCING:

The funding for work performed in the Sanitary District(s) has been allotted in the designated Sanitary District(s) budget line item for snow removal.

CONSENT AGENDA MOTION:

I move the Board of Supervisors to authorize the County Administrator to execute the amendment to the contract between Warren County and ZL Paving Company for snow removal services for an initial term one (1) year with four (4) optional renewal one (1) year terms.

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

WARREN COUNTY, VIRGINIA
W.C. SANITARY DISTRICTS
APPLICATION FORM FOR
2021-2022 SNOW REMOVAL CONTRACT

Company/Contractor's Name: Z. L Paving Co.

Phone Number: 540-303-2729 Cell phone: _____

Address: 800 Strasburg Rd

City/State/ZIP: Front Royal, VA, 22630

Email Address: zacdodson84@gmail.com

Employers ID Number EIN/TIN): 82-2484639 E.I.N

Items to be included with bid:

- List of Equipment and Operators you have available (fill out attached form).
- Include all hourly rates on Equipment Form (rates shall include operator, equipment and all attachments, fuel, insurance, tire chains, maintenance/repairs/preparation/cleanup, communication devices to coordinate crews and any other associated costs)
- For those pieces of equipment with a spreader please provide a rate per ton to obtain, stockpile, load, and apply abrasive stone, (VDOT # 8 Stone)
- Proof of adequate current liability insurance.

Do you have enough operators to be available for a 24 hour per day operation? yes

What is your anticipated response time? 45 minutes

Which Sanitary Districts do you want to perform work in? (please check desired location(s) below)

- ☑ Linden Heights Sanitary District
- ☑ Osprey Lane Sanitary District
- ☐ Shannon Woods Sanitary District
- ☑ Wildcat Drive Sanitary District
- ☑ Shenandoah Farms Sanitary District
- ☐ ALL

Do you have previous snow removal Experience? Please Explain: How many years? 3 years

Where? With VDOT

Please list a minimum of three (3) contacts for previous snow plowing references:

Front Royal VDOT Guard, Eric Marshall-commercial parking lot.

Contractor's signature Zack Dodson Date: 10/29/21

WARREN COUNTY, VIRGINIA
W.C. SANITARY DISTRICTS
APPLICATION FORM FOR
2021-2022 SNOW REMOVAL CONTRACT

Equipment type (4x4 truck, grader, loader, etc.)	Make and year model of Equipment	Equipment attachments (plow, and type, spreader and size, loader, etc.)	Rate per hour with operator	If spreader equipped, rate per ton for abrasives
Skid Loader	2016 Bobcat	Bucket	$80 per hour	N/A
Dump-truck	2009 Kenworth		$75 per hour	N/A
Dump-truck	1998 Mack		$75 per hour	N/A

*Attach additional sheets if needed.

Contractor's Name: Z. L Paving Co. Date: 10/29/21

Contractor's Signature: Zack Dodson

Erie Insurance

CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY): 10/13/21

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY
SKYLINE INSURANCE AGENCY INC
310 N COMMERCE AVE
FRONT ROYAL, VA 22630-4421

AGENT'S NO.: DD2598

COMPANY(IES) AFFORDING COVERAGE
Co.: C ERIE INSURANCE COMPANY
Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY
Co.: E ERIE INSURANCE EXCHANGE (Not Applicable in NY)
Erie Indemnity Co., Attorney-In-Fact
Co.: F ERIE INSURANCE COMPANY OF NEW YORK
Co.: G FLAGSHIP CITY INSURANCE COMPANY

NAME AND ADDRESS OF NAMED INSURED
Zack Dodson D/B/A ZL Paving
236 Fletcher St
Front Royal, VA 22630

This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
E	GENERAL LIABILITY	Q26 1500920	2/15/21	2/15/22	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any One Fire)	$
	[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any One Person)	$ 5,000
					PERSONAL & ADV. INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PROJECT [ ] LOC					
E	AUTOMOBILE LIABILITY	Q02 1531066	2/15/21	2/15/22	BODILY INJURY (EACH PERSON)	$
	[X] "ANY AUTO" (OWNED, HIRED, NON-OWNED)				BODILY INJURY (EACH ACCIDENT)	$
	[ ] OWNED				PROPERTY DAMAGE	$
	[ ] HIRED				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000,000
	[ ] NON-OWNED					
	[ ] GARAGE					
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] OCCURRENCE				AGGREGATE	$
						$
	[ ] RETENTION $					$
	WORKERS COMPENSATION & EMPLOYERS LIABILITY				STATUTORY	
					BODILY INJURY BY: ACCIDENT	$ EACH ACCIDENT
					DISEASE	$ POLICY LIMIT
					DISEASE	$ EACH EMPLOYEE
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER
Jeff Mckee
516 S Steward St
Winchester, VA 22601

AUTHORIZED REPRESENTATIVE

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES 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 referred to as the "County"), and **ZL Paving Company** whose mailing address is 800 Strasburg Road, Front Royal, Virginia 22630, and whose employers ID number is 82-2484639 (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 remove snow on an as-needed basis on the roads in sanitary districts in Warren County, Virginia (hereinafter called "Sanitary Districts") in accordance with the following plans and specifications:

(1) During the times the Service Provider has been placed at Sanitary Districts for snow removal operations, the Service Provider shall not perform or offer to perform any snow removal operations at the direction of private individuals or organizations.
(2) The Service Provider shall be available for operations from December 15, 2021 to December 14, 2022.
(3) The Service Provider shall be aware of inclimate weather forecasts and advisories; Service Provider will be given at least two (2) hour lead time when called in to report to the site. When inclimate weather is forecast in advance the Director of Public Works will be in contact with the Service Provider to discuss mobilization.
(4) Service Provider's manager/crew leader shall have the ability to communicate in English. Manager/crew leader shall have the ability to communicate with the Director of Public Works and County crew members throughout the Sanitary Districts and direct operations.
(5) The Service Provider shall furnish and have available sufficient operators to insure a continuous operation of snow removal as directed by the Director of Public Works or designee of Warren County.
(6) In the event a piece of equipment is down or unable to perform operations, equipment substitutions will only be considered for like equipment and unit price at the discretion of the Director of Public Works or designee of Warren County.
(7) Warren County and the Director of Public Works reserves the right to determine the most effective method of responding to a snow removal event

and to solely utilize its own equipment and or call in selected contracted equipment according to need as determined by the Director of Public Works or designee of Warren County.

(8) All equipment shall be properly licensed or registered in accordance with the laws of the jurisdiction where the vehicle is stored/housed.

(9) Any equipment that fails to meet the requirements listed or that becomes inoperable or unable to perform a useful function shall be deemed ineligible for payment and removed from operations.

(10) All equipment shall have visible lights, amber strobe or rotating lights, and warning devices at all times.

(11) The Service Provider shall provide all necessary attachments (plows, spreaders etc.) for snow removal operations. The Service Provider shall provide tire chains. The County will not provide equipment or attachments for contractor use.

(12) If a vehicle breaks down, gets stuck or for any other reason becomes inoperable the Service Provider shall immediately notify the Director of Public Works or designee of Warren County. The Service Provider shall provide repairs and towing or recovery and no payment shall be made until the vehicle is back in operating condition.

(13) All operators shall be properly licensed in accordance with the laws of the jurisdiction where the operator resides to operate the equipment they are assigned to.

(14) Any damage to existing utilities, signs, private property or other common properties shall be repaired in a timely manner at the Service Provider's expense.

(15) The Service Provider shall be responsible for resolution of any and all claims. Claims made to the County and/or the Sanitary Districts as a result of the Service Provider's work will be referred to the Service Provider for handling.

1. **Place of Service Performance/Delivery:**

Sanitary Districts within Warren County, Virginia.

2. **Time of Service Delivery:**

The Service Provider shall be given at least two (2) hours of lead time before reporting to the Sanitary District(s) as directed by the County.

3. **Term of Contract:** This Contract shall be in effect for a **term beginning December 15, 2021, and continuing (if not otherwise terminated pursuant to the terms of this agreement) until December , 2022.** The County has the option of renewing the contract for up to four (4) additional years.

4. **Payment:** The County shall pay to the Service Provider the following hourly rates for equipment utilized by the Service Provider: (i) Eighty Dollars ($80.00)/hour for a 2016 Bobcat Skid Loader; (ii) Seventy-Five ($75.00)/hour for a 2009 Kentworth Dump Truck; (iii) Seventy-Five ($75.00)/hour for a 1998 Mack

Dump Truck. 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 (45) days of the receipt of such invoice.

In the event the Service Provider wishes to use equipment not listed in the above paragraph, the parties shall amend this Contract pursuant to paragraph 25 herein prior to the Service Provider using unlisted equipment.

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. **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.

8. **Warranty**: The Service Provider guarantees and warrants to the County all work as follows:

A. That all Work will be first-class quality and free of omissions and faulty, poor quality, imperfect or defective materials or workmanship;

B. That the Work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care.

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 written 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..

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 ten (10) 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 ten (10) days written notice to the Service Provider. 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 in writing 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. Where the terms of this Contract and any of the associated Contract Documents, as listed in 29 herein, differ, the terms of this Contract shall prevail and be controlling. 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: ZL Paving Company shall maintain the following insurance while this Agreement is in full force and effect:**

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 Plans and Specifications for the Project, the Service Provider's Bid 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 for Services.

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

COUNTY OF WARREN, VIRGINIA

BY: _____
Type Name: Edwin C. Daley
Title: County Administrator
Date: _____

Attest: _____
Type Name: _____
Title: _____
Date: _____

ZL PAVING COMPANY

BY: _____
Type Name: ZL Paving Company
Title: _____
Date: _____

Attest: _____
Type Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____ _____
CAITLIN JORDAN, **Date**
ASSISTANT COUNTY ATTORNEY

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
December 14, 2021	N-13	Contract with Ralph Pearson for Snow Removal in the Sanitary Districts within Warren County	1 OF 1

EXPLANATION & SUMMARY:

In October 2021, the County issued an invitation for bids for snow removal in the Sanitary Districts within Warren County. The Sanitary District road systems consist of approximately 50 miles of predominately unpaved roads, divided into five defined snow routes. The invitation for bid allowed for multiple contractors to provide 4 x 4 trucks with plows and spreaders, motor grader's, back hoes, tractors and equipment. Requirements included a properly licensed operators and proof of liability insurance naming the County as additional insured.

After proper advertisement, the County received two (2) bids and plans to contract for the services of both bidders.

On October 19, 2021, the Board of Supervisors approved contract renewals with HB Henry Construction, LLC and B&B Excavating, LLC for snow removal services within the Sanitary Districts. County staff wishes to enter into this additional contract to ensure the County has access to enough snow removal services to address any and all snow fall the County may have this winter.

A copy of the proposed contract with Ralph Pearson is attached.

COST AND FINANCING:

The funding for work performed in the Sanitary District(s) has been allotted in the designated Sanitary District(s) budget line item for snow removal.

CONSENT AGENDA MOTION:

I move the Board of Supervisors to authorize the County Administrator to execute the amendment to the contract between Warren County and Ralph Pearson for snow removal services for an initial term one (1) year with four (4) optional renewal one (1) year terms.

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

WARREN COUNTY, VIRGINIA
W.C. SANITARY DISTRICTS
APPLICATION FORM FOR
2021-2022 SNOW REMOVAL CONTRACT

Company/Contractor's Name: Ralph (Lee) Pearson

Phone Number: 540-636-3804 Cell phone: 540-671-6065

Address: 196 Farm View Rd

City/State/ZIP: Front Royal / VA / 22630

Email Address: pearsonfencing@yahoo.com

Employers ID Number EIN/TIN): 20-3537028

Items to be included with bid:

- List of Equipment and Operators you have available (fill out attached form).
- Include all hourly rates on Equipment Form (rates shall include operator, equipment and all attachments, fuel, insurance, tire chains, maintenance/repairs/preparation/cleanup, communication devices to coordinate crews and any other associated costs)
- For those pieces of equipment with a spreader please provide a rate per ton to obtain, stockpile, load, and apply abrasive stone, (VDOT # 8 Stone)
- Proof of adequate current liability insurance.

Do you have enough operators to be available for a 24 hour per day operation? yes

What is your anticipated response time? 1 hour

Which Sanitary Districts do you want to perform work in? (please check desired location(s) below)

- ☐ Linden Heights Sanitary District
- ☐ Osprey Lane Sanitary District
- ☐ Shannon Woods Sanitary District
- ☐ Wildcat Drive Sanitary District
- ☑ Shenandoah Farms Sanitary District
- ☐ ALL

Do you have previous snow removal Experience? Please Explain: How many years? 15 years

Where? Warren Co

Please list a minimum of three (3) contacts for previous snow plowing references:

Warren Co

Private contractors

Private Contractors for State Department Gainesville VA

Contractor's signature: Ralph Pearson Date: 10-29-21

WARREN COUNTY, VIRGINIA
W.C. SANITARY DISTRICTS
APPLICATION FORM FOR
2021-2022 SNOW REMOVAL CONTRACT

Equipment type (4x4 truck, grader, loader, etc.)	Make and year model of Equipment	Equipment attachments (plow, and type, spreader and size, loader, etc.)	Rate per hour with operator	If spreader equipped, rate per ton for abrasives
Skid loader	2014 Gehl	Plow 7 Ft	$80.00 per hr	N/A

*Attach additional sheets if needed.

Contractor's Name: Ralph Pearson Date: 10-29-21

Contractor's Signature: Ralph Pearson

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES 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 referred to as the "County"), and **Ralph (Lee) Pearson** whose mailing address is 196 Farm View Road, Front Royal, Virginia 22630, and whose employers ID number is 20-3537028 (hereinafter called the "Service Provider").

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 Service Provider shall provide all labor, equipment and materials necessary to remove snow on an as-needed basis on the roads in sanitary districts in Warren County, Virginia (hereinafter called "Sanitary Districts") in accordance with the following plans and specifications:

(1) During the times the Service Provider has been placed at Sanitary Districts for snow removal operations, the Service Provider shall not perform or offer to perform any snow removal operations at the direction of private individuals or organizations.
(2) The Service Provider shall be available for operations from December 15, 2021 to December 14, 2022.
(3) The Service Provider shall be aware of inclimate weather forecasts and advisories; Service Provider will be given at least two (2) hour lead time when called in to report to the site. When inclimate weather is forecast in advance the Director of Public Works will be in contact with the Service Provider to discuss mobilization.
(4) Service Provider's manager/crew leader shall have the ability to communicate in English. Manager/crew leader shall have the ability to communicate with the Director of Public Works and County crew members throughout the Sanitary Districts and direct operations.
(5) The Service Provider shall furnish and have available sufficient operators to insure a continuous operation of snow removal as directed by the Director of Public Works or designee of Warren County.
(6) In the event a piece of equipment is down or unable to perform operations, equipment substitutions will only be considered for like equipment and unit price at the discretion of the Director of Public Works or designee of Warren County.
(7) Warren County and the Director of Public Works reserves the right to determine the most effective method of responding to a snow removal event

and to solely utilize its own equipment and or call in selected contracted equipment according to need as determined by the Director of Public Works or designee of Warren County.

(8) All equipment shall be properly licensed or registered in accordance with the laws of the jurisdiction where the vehicle is stored/housed.

(9) Any equipment that fails to meet the requirements listed or that becomes inoperable or unable to perform a useful function shall be deemed ineligible for payment and removed from operations.

(10) All equipment shall have visible lights, amber strobe or rotating lights, and warning devices at all times.

(11) The Service Provider shall provide all necessary attachments (plows, spreaders etc.) for snow removal operations. The Service Provider shall provide tire chains. The County will not provide equipment or attachments for contractor use.

(12) If a vehicle breaks down, gets stuck or for any other reason becomes inoperable the Service Provider shall immediately notify the Director of Public Works or designee of Warren County. The Service Provider shall provide repairs and towing or recovery and no payment shall be made until the vehicle is back in operating condition.

(13) All operators shall be properly licensed in accordance with the laws of the jurisdiction where the operator resides to operate the equipment they are assigned to.

(14) Any damage to existing utilities, signs, private property or other common properties shall be repaired in a timely manner at the Service Provider's expense.

(15) The Service Provider shall be responsible for resolution of any and all claims. Claims made to the County and/or the Sanitary Districts as a result of the Service Provider's work will be referred to the Service Provider for handling.

1. **Place of Service Performance/Delivery:**

Sanitary Districts within Warren County, Virginia.

2. **Time of Service Delivery:**

The Service Provider shall be given at least two (2) hours of lead time before reporting to the Sanitary District(s) as directed by the County.

3. **Term of Contract:** This Contract shall be in effect for a **term beginning December 15, 2021, and continuing (if not otherwise terminated pursuant to the terms of this agreement) until December 14, 2022.** The County has the option of renewing the contract for up to four (4) additional one (1) year terms.

4. **Payment:** The County shall pay to the Service Provider the following hourly rates for equipment utilized by the Service Provider: (i) Eighty Dollars ($80.00)/hour for a 2014 Gehl Skid Loader. 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 (45) days of the receipt of such invoice.

In the event the Service Provider wishes to use equipment not listed in the above paragraph, the parties shall amend this Contract pursuant to paragraph 25 herein prior to the Service Provider using unlisted equipment.

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. **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.

8. **Warranty**: The Service Provider guarantees and warrants to the County all work as follows:

A. That all Work will be first-class quality and free of omissions and faulty, poor quality, imperfect or defective materials or workmanship;

B. That the Work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care.

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 written 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.

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this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

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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.

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

COUNTY OF WARREN, VIRGINIA (SEAL)

BY: _____
Type Name: Edwin C. Daley
Title: County Administrator
Date: _____

Attest: _____
Type Name: _____
Title: _____
Date: _____

SERVICE PROVIDER:

BY: _____
Type Name: Ralph (Lee) Pearson
Title: _____
Date: _____

Attest: _____
Type Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____ _____
CAITLIN JORDAN, **Date**
ASSISTANT COUNTY ATTORNEY

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
December 14, 2021	**N-14**	Warren County Closed Landfill – Morrison Property Purchase (see attached plat)	

EXPLANATION & SUMMARY:

The Warren County Sanitary Landfill is an unlined, closed solid waste landfill currently maintained under Virginia Department of Environmental Quality (DEQ) Permit Number 184. The current facility footprint encompasses 85.3758 acres. The landfill was closed in the early 1990s and is currently under a 30-year post-closure care period as required by Virginia Solid Waste Management Regulations (VSWMR). Groundwater and landfill gas remediation is currently ongoing.

On June 3, 2020, The Morrison family contacted Warren County Administration about their desire to sell property which currently borders the closed landfill and has been used for monitoring activity by the County. In recent years, the County has dealt with groundwater contamination concerns with other neighboring properties and continues to perform post-closure care, while planning for future development in the area. The proposed purchase of a 500' landfill property expansion will allow an additional buffer area between potential new development and the unlined, closed landfill.

The additional property would allow Warren County to move the permitted facility boundary out to the new property line via a minor permit amendment. That effort would involve submittal of a revised Site Plan, Near Vicinity Map, Groundwater Monitoring Plan, and revised Landfill Gas Monitoring and Remediation plan. Approval of the new boundary would allow movement of groundwater monitoring wells, we would use existing sentinel well NES-5 (which is currently on the Morrison property) as a compliance well, without need for a new well. These actions would potentially reduce or eliminate some current corrective action costs.

The additional expansion/buffer area would also allow movement of gas probes. We have already begun discussion of the potential modifications with the DEQ. This process could potentially eliminate the need to operate the gas extraction system on two sides of the landfill. These procedural changes could potentially save $20,000/year in consultant costs plus power cost savings.

Most importantly, this property expansion is a proactive approach to help mitigate additional residential ground water concerns and further promote the protection of human health. The attached survey has been reviewed and approved by the Planning Department.

COST & FINANCING:

Total acres 40.4861 at $6000 per acre
Total Cost $242,916.60 plus associated closing costs
Funding from: Special Projects Fund Balance Accounts – Public Works - Refuse Disposal & Landfill

PROPOSED MOTION(S):

I move the Board of Supervisors hereby resolve to accept the Offer for sale of Real Estate from the Morrison Family (Juanita Carroll, June Long, William C. Morrison and Linda M. Fuller) for the purchase of land containing 40.4861 acres for the purchase price of $242,916.60.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Michael R. Berry **Public Works Director**		

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is entered into and effective as of the Effective Date, as defined herein, by and between **LINDA M. FULLER, JUANITA K. CARROLL, JUNE L. LONG**, and **WILLIAM C. MORRISON** (collectively, "**Sellers**"), each an individual who are residents of the Commonwealth of Virginia, and **WARREN COUNTY, VIRGINIA** ("**Buyer**"), a political subdivision of the Commonwealth of Virginia, with its main office located at 220 North Commerce Avenue, Front Royal, Virginia 22630.

W I T N E S S E T H:

1. Agreement to Sell and Purchase. Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, the following real property together with any improvements thereon and all appurtenances thereto or in anywise appertaining (including, without limitation, all easements, rights-of-way, sewer and utility rights, privileges, licenses and other rights and benefits belonging to, running with the owner of, or in any way relating to the property):

Area A – All that certain lot or parcel of land shown and described as "Area 'A' 21.4085 Acres" on a plat dated July 1, 2021, made by Joseph G. Brogan, Jr., Land Surveyor, which plat is attached hereto as **Exhibit A** (the "Plat"). Area A is a portion of Tax Map 42, Parcel 77; and

Area B - All that certain lot or parcel of land shown and described as "Area 'B' 5.5370 Acres" on the Plat. Area B is a portion of Tax Map 43, Parcel 26; and

Area C - All that certain lot or parcel of land shown and described as "Area 'C' 1.0235 Acres" on the Plat. Area C is a portion of Tax Map 42, Parcel 76; and

Area D - All that certain lot or parcel of land shown and described as "Area 'D' 12.5171 Acres" on the Plat. Area D is a portion of Tax Map 43, Parcel 29.

The above-described real property is referred to collectively herein as the "Property". The sale of the Property is a sale "en gross" and not by the acre.

The Property is a portion of the real property acquired by Sellers through inheritance upon the death of their mother, Anna Louise Morrison, who died intestate on November 9 2018, as evidenced and described on a Real Estate Affidavit recorded in land records of the Clerk's Office of the Circuit Court of Warren County, Virginia (the "Clerk's Office") as Will File Instrument Number 1800001, a copy of which is attached hereto as **Exhibit B**.

Sellers acknowledge that Buyer is purchasing the Land for the purpose of operating the Warren County Sanitary Landfill (the "Intended Use"). Sellers further acknowledge that Buyer may use the property for purposes other than, to the exclusion of, or in addition to the Intended Use.

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Two Hundred and Forty-Two Thousand, Nine Hundred and Sixteen Dollars and Sixty Cents ($242,916.60). The Purchase Price shall be paid in cash, certified or cashier's check, plain check of the Buyer's Title Company, or by wire transfer of immediately available funds on the Settlement Date (as defined in paragraph 7 hereof).

3. Buyer's Obligations. Buyer will obtain any governmental approvals and governmental permits required for the transfer of the Property, and for the operation of the Property for the Intended Use, and Sellers agree to cooperate in signing paperwork required to obtain such approvals and permits. Seller's warrant that it does not know, nor reasonably should know, of any defect or reason that the Property is not suitable for the Buyer's Intended Use.

4. Condition of Title. Buyer's obligation to close this transaction shall be conditioned upon, at settlement, title to the Property being good and marketable and insurable at regular rates by a title company of Buyer's choosing, and free and clear of all liens, encumbrances, and restrictions other than the following (the "Permitted Encumbrances"): (i) the lien of real estate taxes, water and sewer charges that are not due and payable on the Settlement Date, (ii) zoning, use and building laws, regulations, ordinances, codes and the like, of any governmental authority or agency applicable to the Property, provided such would not materially interfere with Buyer's Intended Use, excluding any uncured violations of such laws, statutes, ordinances, codes, regulations and the like; and (iii) water, sewer, drainage and other utility easements which do not materially interfere with the Intended Use.

5. Seller's Documents. Sellers agree to provide to Buyer within 5 days of the Effective Date a copy of any environmental reports or any other documents within Sellers' possession pertaining in any way to the condition of or defects to the Property, if any such documents exist ("Seller's Documents"). Sellers shall have a duty to supplement Seller's Documents if at any time Sellers receive additional documents prior to the Settlement Date. Buyer shall have an opportunity to review Seller's Documents and object, prior to settlement, to any condition detailed within Seller's Documents which, in Buyer's sole determination, impacts the Intended Use, and cancel this Agreement.

6. Conditions Precedent to Settlement.

(a) This Agreement and Buyer's obligation to proceed to settlement hereunder is subject to the satisfaction at the Settlement Date (or earlier, as may be set forth in each condition below) of each of the following conditions (any one of which may be waived in whole or in part in writing by Buyer at or prior to settlement):

(i) All the representations and warranties by Sellers set forth in this Agreement shall be materially true and correct at and as of the Settlement Date in all respects as though such representations and warranties were made both at and as of the Effective Date and at and as of the Settlement Date. No representation or warranty by Sellers contained in this Agreement shall contain any untrue statement or shall omit a material fact necessary to make the statement of fact therein recited not misleading.

(ii) If any subdivision approvals are required, such subdivision approvals shall have been obtained at and as of the Settlement Date. Buyer shall reasonably assist with obtaining said approvals.

(iii) Sellers shall have performed all covenants, agreements, and conditions required by this Agreement to be performed by Sellers prior to or as of the Settlement Date.

(iv) Buyer shall have obtained prior to the Settlement Date, if Buyer chooses to obtain title insurance, a commitment for title insurance issued by the Buyer's Title Company ensuring that Buyer shall own good and indefeasible fee simple title to the Property, free and clear of all liens, encumbrances and restrictions with the exception of the Permitted Encumbrances.

(v) Formal approval of the purchase of the Property by the Warren County Board of Supervisors.

If any condition to settlement specified in this Section 6(a) is not satisfied within the period provided for such purpose, Buyer, at Buyer's sole option, may either: (A) notify Sellers in writing of the failure of such condition and of Buyer's election to terminate this Agreement, whereupon this Agreement shall become null and void, (B) waive such condition whereupon the parties hereto shall proceed with the transaction herein contemplated (subject, however, to the satisfaction of all other conditions set forth in this Agreement), or (C) pursue any other remedy authorized by this Agreement or available to Buyer under Virginia law.

7. Time and Place of Settlement. Settlement of the transaction provided for hereunder shall take place, if at all, on or before the 60th day following the Effective Date (the "Settlement Date"). Subject to the foregoing, settlement shall be held at the offices of the Buyer's Title Company, or at the offices of another agent of Buyer's choice (the "Settlement Agent"), who shall receive and hold all settlement documents and funds in escrow, which shall be disbursed in accord with the terms of this Agreement or as otherwise agreed to between the parties. TIME IS OF THE ESSENCE with regard to the Settlement Date.

8. Settlement.

(a) Possession and fee simple title of the Property shall be given to Buyer upon execution by Seller and delivery at settlement of a deed of General Warranty and English Covenants of Title, subject to all matters of record, which deed shall be in proper recordable form, duly executed and acknowledged by Sellers and in form and substance reasonably acceptable in all respects to Buyer (the "Deed"). The Deed shall, at Buyer's request, provide for the consolidation of the Property with Buyer's adjacent property as one parcel. The Deed shall be prepared by Buyer's attorney at Buyer's expense and shall be delivered to Seller and Buyer for review and approval by both parties no later than ten (10) days prior to the Settlement Date.

(b) At settlement, Sellers shall also deliver the following:

(i) A certificate, dated as of the Settlement Date and signed by Sellers under penalties of perjury, confirming that Sellers are not foreign persons or entities subject to the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended.

(ii) An industry standard owner's affidavit, executed and sworn to by Sellers.

(iii) A settlement statement.

(iv) A Form 1099-S.

(v) Such documents as may be reasonably required by Buyer or Buyer's Title Company to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant thereto, and all affidavits, indemnities, agreements, and other instruments or documents required by the Buyer's Title Company or counsel for Buyer.

(vi) Such other documents as required by this Agreement or reasonably contemplated by this Agreement in order to consummate the sale of the Property so that it may be used for the Intended Use on the terms contained herein.

(c) At settlement, Buyer shall deliver the following to the Settlement Agent:

(i) The Purchase Price in immediately available funds.

(ii) A settlement statement.

(iii) Such other documents as required by this Agreement or reasonably contemplated by this Agreement in order to complete the transaction.

(d) The recordation and disbursement of documents and funds shall be in accord with industry standards for such transactions practiced within the Commonwealth of Virginia.

9. Payment of Real Estate Taxes, Maintenance Costs, Utilities, Transfer Taxes, Settlement Costs and Other Charges.

(a) Sellers shall pay real estate taxes (except as provided below), assessments, water and sewer charges, fees, utility costs, property association dues, grantor's tax, and any and all other charges, costs, fees and expenses with respect to the Property or portion thereof accruing or assessed prior to settlement prorated through the Settlement Date. Sellers shall pay for the release of any Deed of Trust or encumbrance other than the Permitted Encumbrances.

(b) Except as provided for in Section 9(a) above, Buyer shall pay all recording fees for recording the Deed and the grantee's tax, if any. Buyer shall pay for premiums for any title insurance policies and all endorsements thereto obtained by Buyer.

(c) Buyer will pay any fee charged by the Settlement Agent for general administrative services with respect to performing the Settlement, but each party shall bear their own wiring costs, notary fees, or other similar fees that specifically pertain to, or were incurred at the request of, that party.

(d) All payment obligations of Sellers under this Agreement, including the payments and prorations described above, shall be paid out of the sale proceeds at settlement.

10. Risk of Loss. In the event the Property is damaged or destroyed by fire or other casualty prior to settlement, Buyer, at its option, shall have the right to terminate this Agreement. Risk of loss by fire or other casualty prior to settlement is expressly assumed by Seller.

11. Environmental Matters. Seller and Buyer agree that Seller may conduct investigation or inspections, at Seller's sole expense, regarding environmental matters on the Property. If requested by Seller, Buyer will reasonably cooperate with such investigations and inspections.

12. Further Actions. At any time and from time to time after the Effective Date, each party agrees to take such actions and to execute and deliver such documents as the other party may reasonably request to effectuate the purposes of this Agreement.

13. No Partnership or Joint Venture. Neither this Agreement nor any provision hereof shall be deemed to create a joint venture or partnership arrangement between Sellers and Buyer, it being the intention that the transactions contemplated by this Agreement shall not be deemed to be an agreement by Buyer to share in any losses incurred by Sellers or to be responsible for any liabilities of Sellers to third parties.

14. Amendment. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such writing is sought, and then only to the extent set forth in such writing.

15. Liberal Construction. This Agreement constitutes a fully negotiated agreement among commercially sophisticated parties, with the assistance of legal counsel, and shall not be construed and interpreted for or against any party thereto.

16. Notices. Except as otherwise provided in this Agreement, any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon any party in connection with this Agreement shall be in writing. Such notice shall be given either by being personally delivered, sent prepaid by overnight courier, by electronic transmission, or by certified mail with return receipt requested and shall be deemed received: (i) if personally delivered, when delivered to the party to who such notice is addressed regardless of whether delivery is accepted or rejected; (ii) if delivered by electronic transmission, when the sender

receives receipt of an electronic acknowledgment, (iii) if given by mail; upon delivery regardless of acceptance or rejection or (iv) if sent by reputable overnight delivery service, such as Federal Express or United Parcel Service, upon delivery regardless of acceptance or rejection. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct from time to time.

If to Sellers, to:	_____ _____ _____ Tel. No.: _____ Email: _____
If to Buyer, to:	County Administrator 220 North Commerce Avenue Front Royal, Virginia 22630 Email: edaley@warrencountyva.net
with a copy to:	Jason J. Ham, Esq. Litten & Sipe L.L.P. 410 Neff Avenue Harrisonburg, Virginia 22802 Email: jason.ham@littensipe.com

17. Waiver. Any waiver of any provision of this Agreement must be in writing, and any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of a party to insist on strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

18. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns.

19. No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

20. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. If, however, the provision of this Agreement held invalid, illegal or unenforceable is material to the whole Agreement then the entire Agreement shall be of no force or effect, unless the parties otherwise unanimously agree in writing.

21. Headings. The headings in this Agreement are solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement.

22. Cross References; Exhibits. Except where expressly stated to the contrary, each reference in this Agreement to a Section, Paragraph, subsection or subparagraph thereof or to an Exhibit shall be a reference to a Section, Paragraph, subsection, subparagraph or Exhibit to this

Agreement. All Exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories, and the signature of Warren County has been ratified and approved by the Board of Supervisors.

24. License. Sellers hereby grant to Buyer a license to access, enter on, and inspect the Property and to perform other reasonable actions on the Property as necessary to obtain permits, approvals, and other similar services relating to the Property, and other similar actions. This license shall remain in effect until Settlement.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia notwithstanding any conflicts-of-law provisions thereof to the contrary. Any party found to be in breach of this Agreement shall be entitled to an award of its attorney's fees and costs against the breaching party. The parties agree that this Agreement may be enforced by specific performance.

26. Forum Selection. Any dispute concerning the performance or interpretation of this Agreement shall be decided in the General District or Circuit Court of Warren County, Virginia.

27. Entire Agreement. This Agreement and its exhibits constitute the entire understanding and agreement among the parties with respect to the matters set forth herein and/or therein and supersedes all prior or contemporaneous understandings or agreements among the parties with respect to the subject matter hereof, whether oral or written.

28. Disclosure. The parties hereby acknowledge, agree, and understand that no real estate agents are brokers have been involved in this transaction and no commissions are owed, now or at Settlement.

29. Post-Settlement Obligation, Fence. The parties agree that Buyer will construct within one year a fence on the Property in the approximate location of the boundary between the Property and the parcels retained by Seller. Buyer's obligation to construct the fence shall survive settlement.

[Signature pages follow]

[Agreement of Purchase and Sale Precedes]

SELLER

LINDA M. FULLER

By: _____ *[SEAL]* **Date**: _____
Linda M. Fuller

SELLER

JUANITA K. CARROLL

By: _____ *[SEAL]* **Date**: _____
Juanita K. Carroll

SELLER

JUNE L. LONG

By: _____ *[SEAL]* **Date**: _____
June L. Long

SELLER

WILLIAM C. MORRISON

By: _____ *[SEAL]* **Date**: _____
William C. Morrison

[Agreement of Purchase and Sale Precedes]

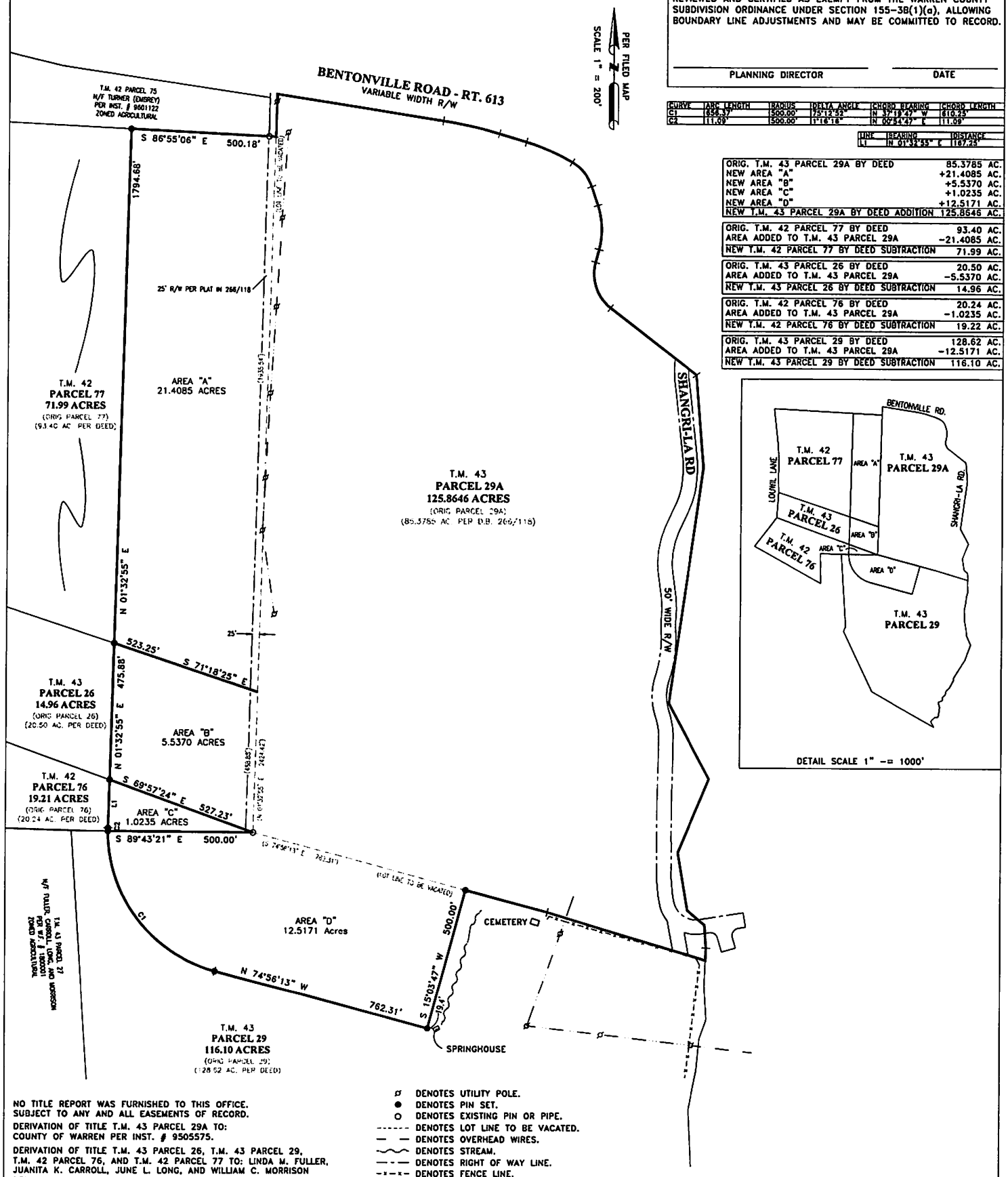
BUYER

WARREN COUNTY, VIRGINIA

By: _____ *[L.S.]* **Date**: _____
Dr. Edwin C. Daley, ICMA-CM
County Administrator

REVIEWED AND CERTIFIED AS EXEMPT FROM THE WARREN COUNTY SUBDIVISION ORDINANCE UNDER SECTION 155-3B(1)(a), ALLOWING BOUNDARY LINE ADJUSTMENTS AND MAY BE COMMITTED TO RECORD.

PLANNING DIRECTOR _____ DATE _____



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	656.37'	500.00'	75°12'52"	N 37°19'47" W	610.25'
C2	111.09'	500.00'	1°16'18"	N 00°54'47" E	111.09'

LINE	BEARING	DISTANCE
L1	N 01°32'55" E	167.25'

ORIG. T.M. 43 PARCEL 29A BY DEED	85.3785 AC.
NEW AREA "A"	+21.4085 AC.
NEW AREA "B"	+5.5370 AC.
NEW AREA "C"	+1.0235 AC.
NEW AREA "D"	+12.5171 AC.
NEW T.M. 43 PARCEL 29A BY DEED ADDITION	125.8646 AC.
ORIG. T.M. 42 PARCEL 77 BY DEED	93.40 AC.
AREA ADDED TO T.M. 43 PARCEL 29A	-21.4085 AC.
NEW T.M. 42 PARCEL 77 BY DEED SUBTRACTION	71.99 AC.
ORIG. T.M. 43 PARCEL 26 BY DEED	20.50 AC.
AREA ADDED TO T.M. 43 PARCEL 29A	-5.5370 AC.
NEW T.M. 43 PARCEL 26 BY DEED SUBTRACTION	14.96 AC.
ORIG. T.M. 42 PARCEL 76 BY DEED	20.24 AC.
AREA ADDED TO T.M. 43 PARCEL 29A	-1.0235 AC.
NEW T.M. 42 PARCEL 76 BY DEED SUBTRACTION	19.22 AC.
ORIG. T.M. 43 PARCEL 29 BY DEED	128.62 AC.
AREA ADDED TO T.M. 43 PARCEL 29A	-12.5171 AC.
NEW T.M. 43 PARCEL 29 BY DEED SUBTRACTION	116.10 AC.

DETAIL SCALE 1" -= 1000'

NO TITLE REPORT WAS FURNISHED TO THIS OFFICE. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DERIVATION OF TITLE T.M. 43 PARCEL 29A TO: COUNTY OF WARREN PER INST. # 9505575.

DERIVATION OF TITLE T.M. 43 PARCEL 26, T.M. 43 PARCEL 29, T.M. 42 PARCEL 76, AND T.M. 42 PARCEL 77 TO: LINDA M. FULLER, JUANITA K. CARROLL, JUNE L. LONG, AND WILLIAM C. MORRISON PER W.F. # 1800001.

PLAT REF: D.B. 266/118 AND INST. # 100002402.

PROPERTY SITUATED OUTSIDE THE LIMITS OF THE FEMA FLOOD ZONE.

SUBJECT AND ADJOINING PARCELS ZONED AGRICULTURAL.

- ø DENOTES UTILITY POLE.
- ● DENOTES PIN SET.
- O DENOTES EXISTING PIN OR PIPE.
- ------ DENOTES LOT LINE TO BE VACATED.
- — — DENOTES OVERHEAD WIRES.
- ~~~ DENOTES STREAM.
- —·— DENOTES RIGHT OF WAY LINE.
- —x—x— DENOTES FENCE LINE.

BOUNDARY LINE ADJUSTMENT BETWEEN T.M. 42 PARCEL 76 77 AND T.M. 43 PARCEL 26, 29, AND 29A.

SOUTH RIVER MAGISTERIAL DISTRICT

WARREN COUNTY, VA.

COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, JR.
Lic No. 3209
LAND SURVEYOR

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578, FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
JULY 1, 2021

REAL ESTATE AFFIDAVIT
COMMONWEALTH OF VIRGINIA VA. CODE § 64.2-510
Warren County Circuit Court

Court File No. 1800001

ANNA LOUISE MORRISON
NAME OF DECEDENT

November 9, 2018
DATE OF DEATH

Linda M. Fuller -- 1479 Bentonville Road, Bentonville, Virginia 22610
NAME AND ADDRESS OF SUBSCRIBER

☒ I have an interest as an heir at law in the real property of the decedent; AND/OR
☐ I qualified in _____ as
NAME OF COURT
the personal representative of the above-named decedent, who died intestate as to the real estate described herein, and who, at the time of death, was seized of real property in this jurisdiction, briefly described as

Tap Map 43-23, 3.289 acres Residue Wm. O. Morrison property;
Tax Map 42-77, 93.40 acres 4 Tracts W. C. Collins;
Tax Map 43-29, 128.62 acres 3 Tracts Brown;
Tax Map 42-76, 20.236 acres Wm. O. Morrison prop.;
Tax Map 43-26, 20.5 acres, Thompson;
Tax Map 43-27, 10 acres L8A & 9A;
Tax Map 42-73, 1.63 acres Wm O. Morrison prop (Thompson)

The name and last known address of decedent's heirs are:

NAMES OF HEIRS	ADDRESSES	RELATIONSHIP	AGE
Linda M. Fuller	1479 Bentonville Road, Bentonville, VA 22610	Daughter	68
Juanita K. Carroll	10855 Krystal Court, Bealeton, VA 22710	Daughter	67
June L. Long	801 Hildebrand Church Road, Waynesboro, VA 22980	Daughter	60
William C. Morrison	58 N. Charles Street, Front Royal, VA 22630	Son	57

Linda M. Fuller
SIGNATURE OF SUBSCRIBER

State of Virginia County of Warren, to-wit:

Subscribed and sworn to before me by Linda M. Fuller this eleventh day of December, 2018.

Amy S. Lichlite
[ ] CLERK [X] DEPUTY CLERK [ ] NOTARY PUBLIC

My commission expires .....

Registration No. .....

VIRGINIA: In the Clerk's Office of the County of Warren Circuit Court this eleventh day of December, 2018 the foregoing AFFIDAVIT was filed and admitted to record.

VA death certificate #193-123

Teste: Daryl L. Funk
CLERK

by Amy S. Lichlite, Deputy Clerk

FORM CC-1612 MASTER 10/12

VIRGINIA
IN THE CLERK'S OFFICE OF
WARREN COUNTY CIRCUIT
DECEMBER 11, 2018 AT 02:57 PM
WILLS/FIDUCIARY
INSTRUMENT #1800001 WAS RECORDED
UPON CERTIFICATION OF ACKNOWLEDGEMENT
THERETO ANNEXED, ADMITTED TO RECORD.
THE FEE AND TAX OF $67.00 IMPOSED
BY LAW HAVE BEEN PAID (RCPT 180000013449)
TESTE: DARYL L. FUNK, CLERK

RECORDED BY: AVS

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
12/14/2021	N-15	Conditional Use Permit #2021-10-01 Carl & Jennifer Ey *Rural Event Facility*	1 of 2

EXPLANATION & SUMMARY:

The property is located at 1406 Panhandle Road and identified on tax map 35, lots 5-1, 5-2, 5-3 and 5B-1. The property is zoned Agricultural (A) and located in the South River Magisterial District. 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.

Planning Commission Move to Approve:

Mr. Longo moved to forward this application to the Board of Supervisors, recommending approval with the following conditions. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4 – 0. Mr. Henry was absent from the meeting.

1. The applicant shall comply with all Warren County Health Department, Virginia Department of Transportation (VDOT), Warren County Building Inspections, and Warren County Fire and Rescue regulations and requirements.
2. The parking area for the events shall be in a location approved by the Planning Department.
3. The property shall comply with the County's noise ordinance in Warren County Code Section §123.
4. All events must be within the hours of 9:00AM and 11:00PM.
5. The access to the properties for the events facility shall be off of Panhandle Road and shall have an approved VDOT entrance.
6. Any buildings constructed on the property for the Rural Events Facility shall be cohesive with the agricultural/rural nature of the surrounding areas in their appearance.
7. The total number of guests shall be limited to 200 per event.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Rural Event Facility for advertisement of a public hearing.

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

Conditional Use Permit: 2021-10-01 / Rural Events Facility
Carl & Jennifer Ey, *Current Owners/Applicants*
Staff Report for the Planning Commission
Prepared: September 23, 2021 Revised: December 6, 2021
Contact: Matt Wendling, Deputy Planning Director/ County Floodplain Administrator MPW

SUMMARY OF REQUEST

The applicants are requesting a conditional use permit for a Rural Events Facility to allow for events up to 200 guests. The owners were recently approved for conditional use permits for Short-Term Tourist Rentals for their properties located at 1406 Panhandle Rd. (CUP#2021-01-03) and 1408 Panhandle Rd. (CUP#2021-01-04). The properties proposed for the Rural events use are currently vacant, approximately 41 acres and located off of both Panhandle Road and Oakview Drive and accessed through Tax Map 35 parcel 5-1 (1406 Panhandle Rd.). The properties are currently used as pastureland and forestry uses and the applicants plan to keep the properties in land-use with the Commissioner of the Revenue since only a portion these lots will be used for the Rural Event Facility. They have discussed the use with the Health Department and had an on-site soil evaluator come to the property and expect to install a conventional septic system which will serve the Rural Events Facility. The applicants state that they have experience with small event venues for family reunions and business events at Short-Term Tourist Rentals they currently own and operate in Page County. They mention they will intend to meet all requirements and regulations regarding noise, traffic, outdoor lighting and any additional supplemental regulations and have retained a local property manager to act as the caretaker of their properties.

PROPERTY INFORMATION

Property Location: Panhandle Road
Tax Map ID: #35, parcels 5-1/5-2/5-3/5-B1
Zoning: Agricultural (A)
Magisterial District: South River
Acres: 63.55
Existing Land Use: Single Family Dwelling
Portions of the properties are located in the Special Flood Hazard Area: Floodzone "A" 1% Annual Chance

SURROUNDING ZONING DISTRICTS & USES

North:	Agricultural (A)	Use: Single Family Dwellings/Wooded
South:	Agricultural (A)	Use: Shenandoah River/State Park
East:	Agricultural (A)	Use: Vacant Lots/ Wooded/Pastureland
West:	Agricultural (A)	Use: Single Family Dwelling/Wooded

PROPERTY HISTORY

These vacant parcels have not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district, but CUPs for Short-Term Tourist Rentals were approved by the BOS in March 2021 for parcels 5-1 and 5B-1. There are no code violations for the properties showing in our permit/plan management system, Ener-Gov.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural land uses. Currently Rural Events Facilities are now permitted in both the Agricultural and Rural Residential zoning districts. The zoning ordinance was amended November 2020 to allow Rural Events Facilities in the Agricultural

Zoning District by conditional use permit. Also portions of these properties will remain as forest and pasture and qualify for land-use taxation status.

OUTSIDE AGENCIES

The request has been sent to VDOT, the Warren County Health Department, Warren County Building Inspections, and Warren County Emergency Services for review. Their comments will be incorporated into this staff report and into the conditions prior to the public hearing.

PROPOSAL:

To allow for a Rural Event Facility to be established on properties identified on Tax Map 35 as parcels 5-2 and 5-3.

Definition for Rural Events Facility:

Rural Events Facility – A facility, located on a parcel of land twenty (20) acres or larger in size, utilized for events typically conducted on a single day, for which attendance is permitted by invitation or reservation. Facilities may host usual and customary activities, including, but not limited to, private parties, business meetings, educational seminars, wedding receptions, wedding ceremonies, class/family reunions, showers (i.e., baby, bridal), similar events and activities for nonprofit organizations; and similar events and activities as determined by the Zoning Administrator. **Both of these lots are in excess of 20 acres each.**

Supplemental regulations for Rural Events Facilities:

Section 180-55.2 Rural Events Facility:

A. Rural event facilities shall be located on a lot or parcel adjacent to and have access to a state-maintained road, and the access to and from the property shall have VDOT approval for this type of use. **(The property identified on TM35---5-3 has direct access to Panhandle Road which is a State-maintained Road and can be accessed from Oakview Dr. The vacant Lot 5-2 is accessed through lot 5-1 and this is the proposed primary access to the Rural Event Facility off Panhandle Rd. The County has received comments from VDOT for application.)**

B. There shall be adequate restroom facilities provided at the events center as approved by the Warren County Health Department. **(This request has been sent to the Health Department for review. The applicant is proposing a private well and conventional septic system dedicated to the facility.)**

C. On-site parking shall be provided in an amount equal to one parking space per three guests. **(Parking will need to be shown on the site plan with the buildings at that review time.)**

D. The facilities used for the rural events shall meet the requirements and approval of the Warren County Building Inspections Department.

E. A plan must be submitted to the Planning Department that includes information regarding adequate parking, traffic control into and around the site, emergency ingress and egress, directional signage, outdoor lighting, bathroom facilities, etc. This plan shall also be approved by the Warren County Sheriff's Office and Warren County Fire and Rescue.

F. The applicant is requesting a maximum of 200 guests. The amount will be stated as a condition on the conditional use permit once it has been approved by the Planning Commission and Board of Supervisors.

G. The hours of operation shall be specified in the conditional use permit and in no case shall activities continue past 11:00 p.m.

OUTDOOR LIGHTING

All outdoor lighting will need to conform to the Warren County Zoning Ordinance §180-49.2 requirements and be full cut-off fixtures pointed downward to prevent glare on adjoining properties.

RECOMMENDED CONDITIONS:

Staff recommends if the Planning Commission recommends approval of this request that the following conditions be applied:

1. The applicant shall comply with all Warren County Health Department, Virginia Department of Transportation (VDOT), Warren County Building Inspections, and Warren County Fire and Rescue regulations and requirements.
2. The parking area for the events shall be in a location approved by the Planning Department.
3. The property shall comply with the County's noise ordinance in Warren County Code Section §123.
4. All events must be within the hours of 9:00AM and 11:00PM.
5. The access to the properties for the events facility shall be off of Panhandle Road and shall have an approved VDOT entrance.
6. Any buildings constructed on the property for the Rural Events Facility shall be cohesive with the agricultural/rural nature of the surrounding areas in their appearance.
7. The total number of guests shall be limited to 200 per event.

Cc: Carl and Jennifer Ey, Applicants

Carl S. Ey (202.803.1515)
carl@theeyman.com

Jennifer K. Ey (202.213.9885)
Jen@theeeyman.com

Warren County Statement of Justification

1406/1408 Panhandle Road, Bentonville, VA 22610
GPS coordinates: 38.85888, -78.32638 (38.51'32", -78,19'35"

The Ey Family purchased 63.5503 acres in Bentonville, Virginia in 2020. "Riverbend" farm is four parcels on Tax Map 35. Parcel 5-1 is 21.3103 acres with a 3-bedroom home listed as 1406 Panhandle Road residing on this parcel. Parcel 5B-1 is 2.0014 acres with a 2-bedroom cabin listed as 1408 Panhandle Road residing on this parcel. The remaining 2 parcels have no dwellings and are listed as Parcel 5-2 with 20.0226 acres and Parcel 5-3 with 20.2160 acres.

Carl is a retired Soldier with 23 years of service and a 100% Service-Disabled Veteran. Jennifer is a senior government employee with the Department of Homeland Security (U.S. Coast Guard). She has been a federal government employee for 20-plus years. Carl and Jennifer live in Alexandria, Virginia, with their four-year old daughter, Emerson.

The Ey Family is seeking a conditional use permit to build a rural events facility on their property.

The Ey family has experience with short term rentals and event venues. From 2005 to 2020, the Eys had short term rentals in Page County, Virginia, renting their three log cabins to weekend renters and vacationers. Those short-term rental venues were occasionally used to house event guests for small events on the property (family reunions, small business off sights etc.). Additionally, Carl has previously worked as a caterer for weddings at various country clubs and Jennifer has served as a cook at family-owned restaurants. Carl and Jennifer are completely supportive of the county and state regulations governing rural events facilities and have complied with all short-terms rentals requirements, to include honoring noise and traffic ordinances and payment of all sales and use tax/tourism tax in a timely manner.

Warren County has provided that a portion of this property may be part of the Warren County Land Use program. As per a letter dated 16 November 2020 from Ms. Linda M. Fuller, Lot 5-3 is wooded and 8.4 acres of Lot 5-2 is "agricultural use," for the purposes of hay production. The Ey's have returned correspondence requesting that they be allowed to remain in the Land Use program. The character of the remainder of the property will also remain unchanged.

In order to gain the Board of Supervisors support, the Ey Family offers the following:

1) There will be new construction completed by a licensed contractor using local businesses/contractors to support this rural events venue to hold no more than 200 guests.
2) The closest neighbor is approximately 3800 ft. away to the North/Northwest. Barbara and Warren Standley reside on Oak View Drive. The neighbor to the south is Robert Castro, who is over 18 acres from either of the properties.
3) There are no industrial chemicals being stored on the land. Various cleaning solutions will be stored in the event center's storage area as well small engine fuel containers will be properly stored to support the power tools needed to maintain the landscape.
4) The construction plan will include parking for the venue and access roads to the facility. Currently, there is an access road on the property that will be improved to handle the traffic associated with the rural events venue. The general parking area will have enough room for a wheelchair accessible van to utilize.
5) The rural events venue will have a slight impact on traffic accessing the venue. However, rural event attendees will remain at the venue for duration of the event (wedding, reunion, barbecue) i.e. traffic will enter the area and then exit upon event completion.
6) The Ey Family employs a local property manager as a part-time handyman and caretaker. Additionally, the Ey Family will outsource catering etc. to local caterers.
7) The Ey Family has worked with John Lam, a local septic inspector, toward a sight survey. During a courtesy visit, he provided that a conventional septic system in the area was a reasonable expectation. He furthered his comments suggesting that he would work with the Ey Family to ensure the septic was appropriately sighted regarding soil etc.

Carl S. Ey & Jennifer Ey
4700 Brookside Drive
Alexandria, VA 22312

14 September 2021

Matt Wendling & Joe Petty
Warren County Planning Department
Deputy Planning Director / County Floodplain Manager
220 N. Commerce Ave., Suite 400
Front Royal, VA 22630

SUBJECT: Ey Family Special Permit Request for a Rural Event Facility and corresponding health department septic request

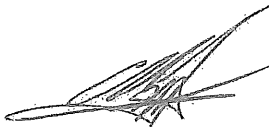
Dear Mr. Wendling & Mr. Petty,

I spoke to Mr. Greg Smith on 14 September regarding the requirement to submit Health Department documentation for well and septic.

My wife and I fully intend to comply with that requirement if we get a permit to build this venue. To that end, we have met with John Lam, a septic inspector, who gave us a courtesy review of the property and the general area we care to construct a rural event facility.

Mr. Lam offered that it was reasonable to expect that a conventional septic system could be constructed in that area. We will retain Mr. Lam's services if we are afforded the building permit to establish this venue.

Thank you for your consideration.



CARL S. EY
202.803 1515

WCCUP.000132-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-10-01
Date Received: 9/15/2021
Fee Amount: $ 500.00
Date Paid: 9/15/2021 Check #1098

Applicant Information:

Carl & Jennifer Ey
Applicant Name

4700 Brookside Drive	Alexandria	Virginia	22312
Address	*City*	*State*	*Zip*

1406 Panhandle Road	Bentonville	Virginia	22610

Property Location for conditional use permit if Different than Applicant's Address

Carl S. Ey - 202.803.1515/Jen Ey - 202.213.9885; Carl@theeyman.com; Jen@theeyman.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: 1406 Panhandle Road, Bentonville, VA 22610
(2) Election District: South River District
(3) Tax Map Number: MAP NUMBER 35 Parce. 5-1, 5-2, 5-3, 5B-1 (Plat enclosed)
(4) Subdivision Name: River Oak Section I
(5) Total Area of Property (acres): Parcel 5-1 = 21.3103 AC - total 63.5503 acres
(6) Total Area to be Used (acres):: No more than 5 of the 63.5503
(7) Total Road Frontage (feet): None - turn off of Panhandle Road to access property
(8) Depth of Property (feet): Please see attached plat
(9) Present Zoning: Both residential & agricultural

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Rural Events Facility

(2) Current land use and condition of site: Residential and agricultural use

(3) Zoning of surrounding land/property: Agricultural and residential

(4) Will development be staged? ☐ Yes ☒ No

(5) Construction Time: Construction will be between 6-9 months

(6) Season, days, and hours of operation: Generally weekends

(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.)
Yes, The two dwellings on the land have short term rental special use permits

(9) Number of full time employees: All part 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: variable

(12) Number of parking spaces to be provided: Regular _____ Handicap _____

(13) What is the proposed landscaping and buffering for this property?

The proposed landscaping is the same genre that is there now. The rural events facility would be constructed in the same agricultural style that is currently there

C. Plans Prepared By

Name: Carl S. Ey

Address: 4700 Brookside Drive, Alexandria, VA 22312

Telephone Number: 202 803 1515

☐. 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. The build would be entirely on the Ey's 63-plus acre property.

(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?)

The Ey Family anticipates a significant amount of garbage after any event that will be disposed of in the proper receptacles and removed to the local transfer site. The Ey Family will secure a permit to dispose of the trash as they have done with their rental properties.

(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.) None

(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.

With any contruction project, there will be waste. The Ey family will ensure that there are no hazardous materials left behind and that all construction is permitted appropriately with the appropriate contractors.

(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.) None

(6) What will be the impact on traffic?

There will be more cars on Panhandle Road, Bentonville, VA entering the Ey' family's property. Panhandle Road is a state road.

(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. The rural events venue will have outdoor lighting for the events and security lighting.

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.** Shown on attached plat

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** - NONE

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.**

The Warren County Government Center is 13.7 miles and 27 minutes by car to 1406/1408 Panhandle Road, Bentoville, Virginia. From 220 N. Commerce Avenue, the driver should take E 2nd Street and Union Street, to US 340 S/N. Royal Avenue; Turn left onto US 340S/ N. Royal Ave.; follow 340 S for 9.9 miles; continue on Rte 613 to 1406/1408 Panhandle Road.

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.

15 Sep 2021

Applicant Signature

Carl S. Ey Jennifer K. Ey 15 Sep 2021

Property Owner Signature Date

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

The Ey Family would like to build a rural events facility on part of their 63-plus acres. Our goal is to hire local contractors and ensure that we comply with all county regulations. The rural event venue would be entirely on the Ey's land so we would not disturb anything but our land. We will not allow events to go past 11 p.m. complying with all noise ordinances. We hope to create a venue that will hold no more than 200 guests.

A sign marking the venue would be installed similar in size and style to the sign below.



This is fabricated metal on a wood background.

PLAT
SHOWING BOUNDARY LINE ADJUSTMENT
AND DIVISION OF
RIVER OAK SECTION I, L.L.C.
SOUTH RIVER DISTRICT
WARREN COUNTY, VIRGINIA

REVIEWED AND CERTIFIED AS EXEMPT FROM THE WARREN COUNTY SUBDIVISION ORDINANCE UNDER SECTIONS 155-3B(1)(a) , ALLOWING BOUNDARY ADJUSTMENTS AND 155-3 B(1)(e) ALLOWING LOTS GREATER THAN 20 ACRES AND MAY BE COMMITTED TO RECORD.

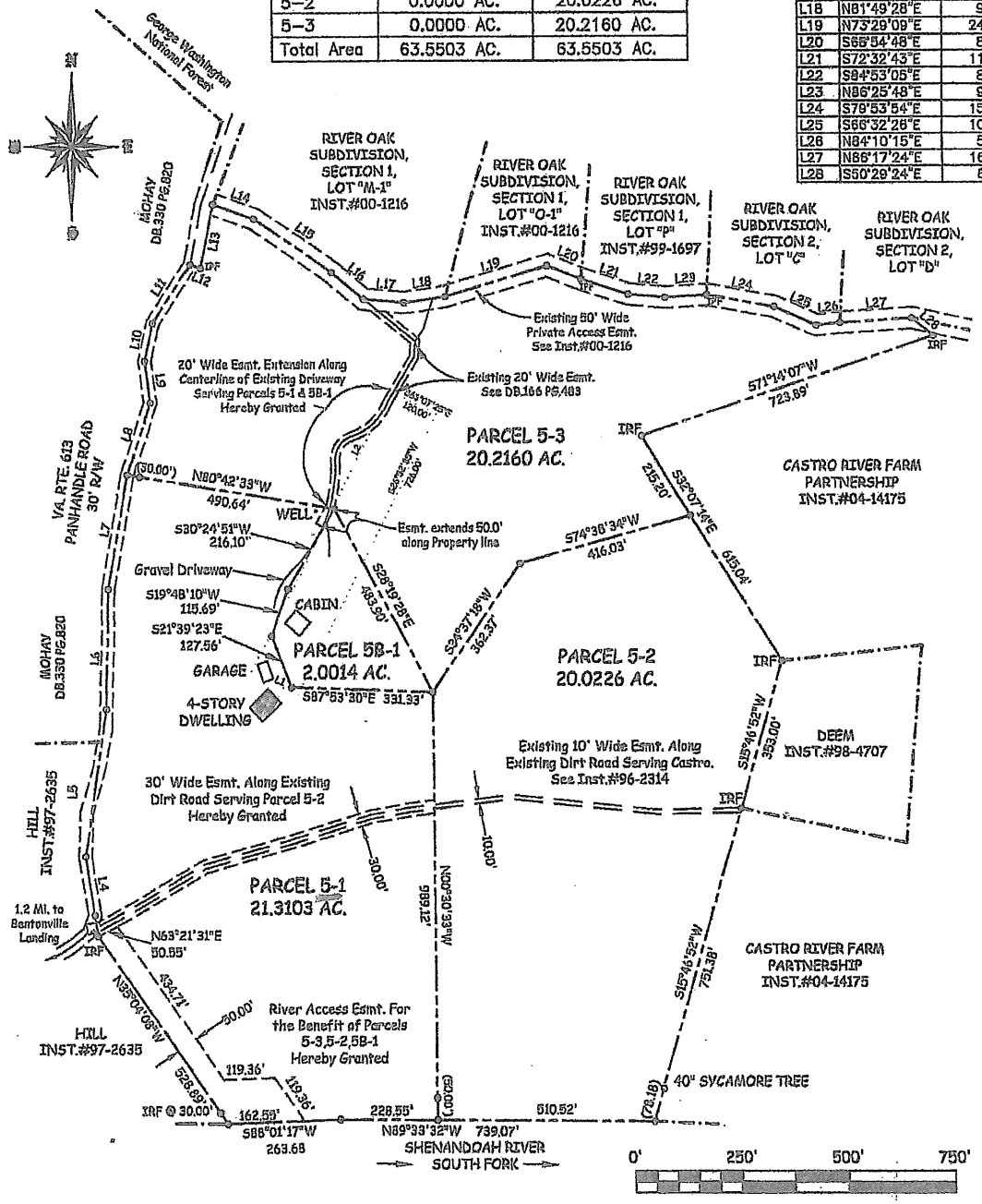
PLANNING DIRECTOR DATE

Denotes Iron Rebar Set

Denotes Lot Lines Hereby Vacated

Parcel	Original Area	New Area
5B-1	2.0000 AC.	2.0014 AC.
5	61.5503 AC.	0.0000 AC.
5-1	0.0000 AC.	21.3103 AC.
5-2	0.0000 AC.	20.0226 AC.
5-3	0.0000 AC.	20.2160 AC.
Total Area	63.5503 AC.	63.5503 AC.

LINE	BEARING	DISTANCE
L1	N63°07'25"W	120.00'
L2	N26°52'35"E	726.00'
L3	N08°55'27"W	50.00'
L4	N08°57'09"W	137.07'
L5	N06°23'11"W	344.11'
L6	N01°07'13"E	278.33'
L7	N10°00'38"E	269.32'
L8	N15°16'08"E	174.07'
L9	N07°30'09"W	97.88'
L10	N12°18'34"E	90.41'
L11	N33°08'35"E	162.79'
L12	S67°39'51"E	25.44'
L13	N11°40'04"E	150.29'
L14	S70°16'14"E	101.62'
L15	S55°51'43"E	219.41'
L16	S50°32'15"E	97.19'
L17	S84°55'33"E	94.95'
L18	N81°49'28"E	99.12'
L19	N73°29'09"E	247.39'
L20	S66°54'48"E	86.62'
L21	S72°32'43"E	116.35'
L22	S84°53'05"E	87.13'
L23	N86°25'48"E	98.45'
L24	S78°53'54"E	159.79'
L25	S66°32'26"E	107.17'
L26	N84°10'15"E	56.22'
L27	N86°17'24"E	167.74'
L28	S50°29'24"E	64.67'



NOTES:
1. Owners: River Oak Section I, L.L.C. as shown by deed recorded in instrument #99-3778.
2. Meridian derived from instrument #04-14175
3. Original Tax Map #'s: 35-5 and 35-5B
4. Boundary lines shown hereon are based on a current field survey.
5. No title report was furnished for the preparation of this survey. Therefore, all existing easements are not necessarily shown on this plat.
6. Zoned: Agricultural

Original Signed Plats are on record at the Warren County Clerk's Office

PREPARED BY:
LAND SURVEYS, PLLC
FRONT ROYAL, VA
540-636-9364

SCALE:	DATE:	DRAWN BY:
1" = 250'	09/29/2010	PMH
JOB: W10-13	FB:	SHEET: 1 OF 1
REVISIONS:		
FILE: riveroak1.dwg		

Plat

Valley Soil & Environmental Consulting, LLC

May 13, 2021

Warren County Health Department
C/O Greg Smith, EHS
465 West 15th Street, Suite 200
Front Royal, VA 22630

RE: 1408 Panhandle Road
Bentonville, VA 22610
Tax Map # 35-5B-1

Mr. Smith,

The existing sewage disposal system at the above referenced property was uncovered for inspection on April 07, 2021, and matches the attached septic record issued to Dr. Richard Fischer dated June 27, 1967, for a 1-bedroom dwelling. The contents of the septic tank were pumped out by First Choice Septic and the distribution box was uncovered for inspection. The area of the sewage absorption trenches showed no signs of a malfunction and were operating as designed. Due to the age of the system, the conveyance line, distribution box, and header lines are scheduled to be replaced with new components pending the removal of a large pine tree in the area of the distribution box.

Should you have any questions, I can be reached at 540-335-1075.

Thank you

John W. Lam

COMMONWEALTH OF VIRGINIA
JOHN W. LAM
Lic. No. 1940001005
05/13/2021
ONSITE SOIL EVALUATOR - ALTERNATIVE

Attachment—Copy of original septic permit

Pc: Carl Ey-property owner
file

176 School House Lane • Woodstock, VA 22664 • Phone: 540-459-5700 • vsec176@gmail.com

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

October 26, 2021

Mr. Matt Wendling, Deputy Planning Director / County Floodplain Manager
Warren County Planning and Zoning
220 N Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments; 2021-10-01
Owner: Carl & Jennifer Ey

Dear Mr. Wendling,

I have reviewed the request for comments regarding the property at 1406 Panhandle Rd, Bentonville, Virginia, in Warren County, (property identified on tax map # 35-5-2, 35-5-3), and I offer the following comments:

1. Currently there is no Sewage Disposal System serving the property. A proper Sewage Disposal System will need to be permitted and installed. Sewage System design proposal will be dependent on the type of food prep intended in the facility.

2. Currently there is no water supply serving the property. A new well will need to be permitted and installed.

3. All trash and garbage shall be placed in containers with tight-fitting lids.

4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.

5. All Virginia Department of Health Hotel Regulations shall be met as necessary. The owners can contact our office for further information.

6. Do not connect any hot tub discharge to the sewage disposal system.

This office shall have no objections to a Rural Events Facility on this property provided all applicable rules and regulations are complied with. Please call me at (540) 635-3159 if you have any questions.

Sincerely,

GSmith

Greg Smith
Environmental Health Specialist

Matt Wendling

From: Arthur Boyce <bobby.boyce@vdot.virginia.gov>
Sent: Friday, October 22, 2021 3:01 PM
To: Joe Petty
Cc: Funkhouser, Rhonda (VDOT); Travis Duncan; Matt Wendling
Subject: Warren County - Route 613 -- Ey Rural Events Center - CUP 2021-10-01

<<...>>

DEPARTMENT OF TRANSPORTATION

Staunton/Edinburg Land Development

14031 Old Valley Pike

Edinburg, VA 22824

Dear Mr. Petty:

We have reviewed the above subject Conditional Use Permit Application dated September 15, 2021 for impacts to the local roadway system. This application is for the construction of a Rural Events Center for up to 200 guests and two existing short-term tourist rentals. Our comments are as follows:

- Route 613 is a rural rustic road with poor vertical and horizontal alignment and narrow roadway geometry that carries an average 350 trips/per day. Based on the 200 guest maximum and a 2.5 person per vehicle occupancy, a single event may generate 160+ additional trips on Route 613. Additional trips on the gravel section of road will have a major impact on the surface condition causing gravel erosion, potholes, wash boarding, and dust.
- A paved entrance will need to be installed on Route 613 by the owner that will meet VDOT's minimum low-volume commercial or agritourism standard. The design for the entrance should be included with the site plan and will need to be submitted to this office for review and approval prior to any construction and/or events.
- A Land Use Permit shall be obtained before any work is performed on the State's right-of-way. The permit is issued by this office and will require application fees and surety coverage. Once satisfactory application has been made, a permit will normally take 7-10 days to process and issue.

We appreciate the County's efforts to include VDOT in the early planning stages for development and the opportunity to provide comments. We ask that you include a copy of this transmittal for official public record. If you have any questions or need further information, 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

Matt Wendling

From: David Beahm
Sent: Friday, September 24, 2021 5:05 PM
To: Chloe Phillips
Cc: Matt Wendling; Paula Fristoe
Subject: Request for Comments 2021-10-01 – Carl & Jennifer Ey – Conditional Use Permit for Rural Events Facility – WCCUP-000132-2021

Comments 2021-10-01 – Carl & Jennifer Ey – Conditional Use Permit for Rural Events Facility – WCCUP-000132-2021:

- Erosion and Sediment Control (ESC) Items:
  - Minimal land disturbance is indicated within the application, but given the complexity of this request there may be much more than minimal. As such, for this type of work scope, an application and permit are required for ESC permit, which would be a normal submission including a full plan review application
  - Additionally, the activity appears that it would exceed one (1) acre and would require submission to the Department of Environmental Quality (DEQ) for Stormwater. Approval by DEQ (Construction General Permit) would be required prior to any ESC Permit and any type of Building Permit being issued by Warren County.

- Building Inspections Items:
  - If or when any building construction related activity (structure, electrical, plumbing, mechanical, etc.) were to start, it would be subject to the normal requirements of application, review and approval prior to work beginning.
  - All building requires are based on the Virginia Uniform Statewide Building Code (USBC).

If anything should change in the scope additional requirements may be required.

Respectfully,

Warren County Building Inspections

David C. Beahm, CBO
Building Official

220 North Commerce /
Sui
Front Royal, VA
540/636
FAX 540/636

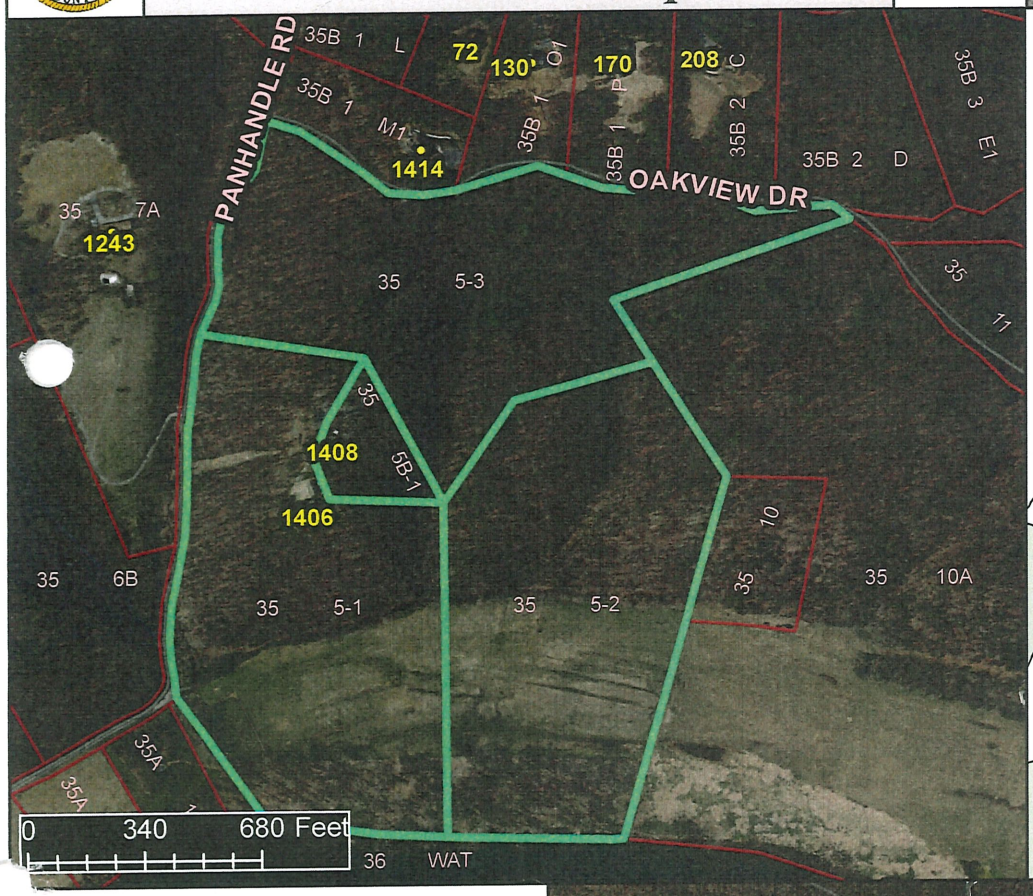
dbeahm@warrencountyva.net
www.warrencountyva.net

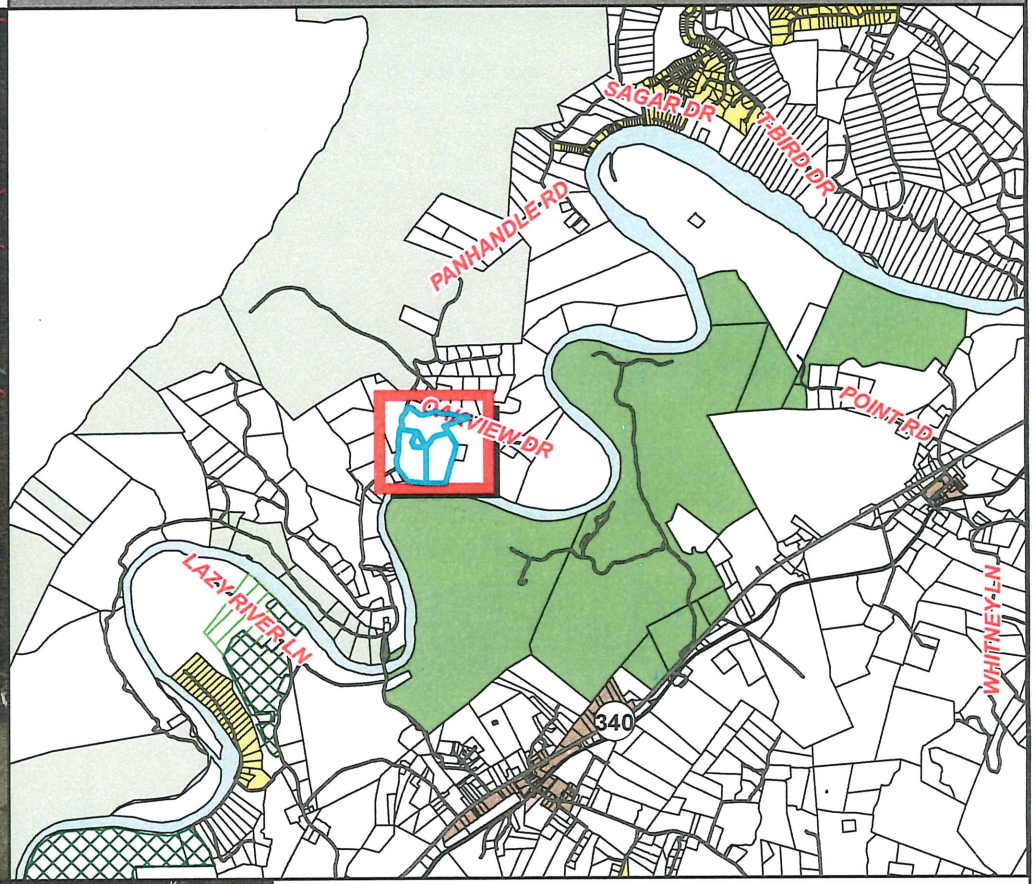
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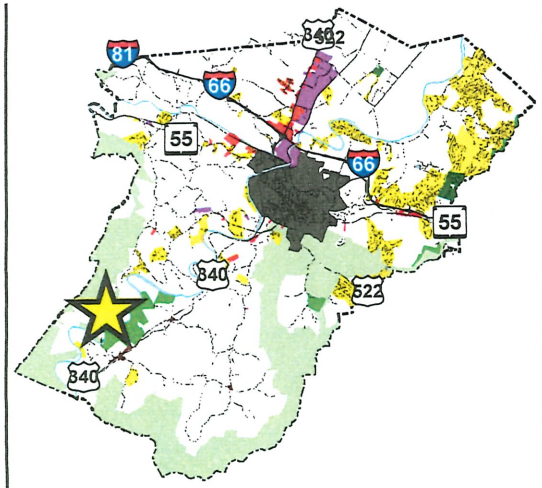
Warren County VA
CUP Location Map

Rural Event Facility
Applicants: Carl & Jennifer Ey

TM 35---------5-1, 5-2, 5-3, & 5B-1
1406 Panhandle 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:
12/14/2021	N-16	Conditional Use Permit #2021-10-02 Travis Dodson *Commercial Outdoor Recreational Operation*

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.

PLANNING COMMISSION STATUS:

On Wednesday, November 10, 2021, Mr. Longo moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mrs. Richardson and approved by the Planning Commission by a vote of 4-0.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for a Commercial Outdoor Recreational Operation for advertisement of a public hearing.

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

Conditional Use Permit 2021-10-02: Commercial Outdoor Recreation Operation
Travis Dodson: Current Owner/Applicant
Prepared: October 1, 2021 – ***Revised:*** *November 3, 2021*
Staff Contact: Joseph Petty, Planning Director

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a Commercial Outdoor Recreation Operation, which would consist of a private outdoor gun training facility and classroom. The owner/applicant currently owns and operated a well-established gun shop in Middletown, Virginia, and understand the need for a safe place to provided firearms training and education for both citizens and law enforcement officers. The business would operate year-round and is only available to those who have made reservations for private classes and appointments. The facility is not a public gun range for citizens and customers.

PROPERTY INFORMATION

Property Location: 650 Water Plant Road
Tax Map ID: 1---------3, 3A & 3AA
Magisterial District: North River
Subdivision: N/A
City: Middletown
Zoning: Agricultural
Acres: 50.4413 total acres
Existing Land Use: Dwelling; Vacant Woodland & Pasture

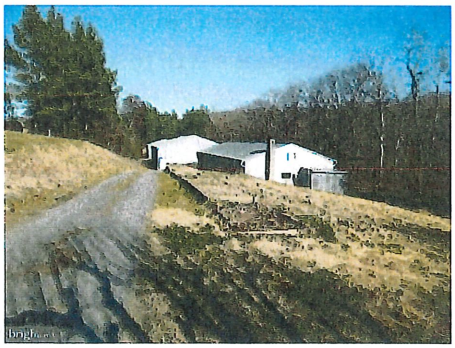
SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A) and Right-of-Way — Use: Interstate 81 & 66
South: Agricultural (A) — Use: Vacant Woodland
East: Agricultural (A) — Use: Vacant Woodland & Pasture
West: Agricultural (A) and Right-of-Way — Use: Interstate 81 & 66; Vacant Woodland & Pasture

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. The house was constructed in 1968, and the owner/applicant purchased the property in 2020. The property was subject to a zoning violation for operating without a conditional use permit, which has prompted the current request.



COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural land uses. A commercial outdoor recreation operation is a use allowed by conditional use permit in the Agricultural zoning district and is compatible with the current Warren County Zoning Ordinance.

ATTACHMENTS

- [x] Agency Comments
- [x] Application
- [ ] Health Permit
- [x] Letter from Applicant
- [x] Location Map
- [x] Public Comments
- [x] Submitted Plans
- [ ] Other: _____

SUPPLEMENTARY REGULATIONS

§ 180-43. Commercial recreational structures and uses.

No commercial recreational activity shall be permitted which is evident from adjacent residential districts and which has the potential of adversely affecting the use and enjoyment of properties within said residential districts.

A. The minimum acreage for commercial recreational structures and uses shall be two acres.
The property consists of three parcels totaling 50.4413 acres.

B. Proposed sites for such activities shall have direct access to a major street or highway.
The property has direct access to Water Plant Road (State Route 840).

C. Proposed sites for such activities shall be of a size and shape appropriate for the proposed use and be dimensioned or located in such a way as to provide spatial or other buffering to protect adjacent development from potentially adverse effects.
The property consists of natural wooded areas to provide buffering from adjoining properties. It is also bordered by Interstate 81 & 66 to the North and West.

D. A plan shall be provided for safe and convenient parking, circulation and ingress/egress to adjacent streets and highways. This plan shall show the proposed number of parking spaces, aisle widths, the locations of aisles and the location of entrances/exits.
Please see the applicant's proposed site plan. A final site plan shall be provided if the application and conditions are approved as currently written.

E. All commercial recreational structures and uses shall not produce sound levels which exceed 60 decibels during hours of operation at the nearest property line.
A field visit and test may need to be conducted to confirm noise level.

F. Minimum yard dimensions shall be as follows:
   (1) Three hundred feet wide.
   (2) Front setback: 50 feet from the road right-of-way.
   (3) Side setback: 50 feet from adjoining property lines.
   (4) Rear setback: 50 feet from adjoining property lines.

G. The hours of operation and frequency of operation shall be proposed by the Planning Commission and set by the Board of Supervisors.
Please see the applicant's proposed hours of operation and conditions as currently written.

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 (VDOT), Warren County Building Inspections, Warren County Health Department, Warren County Sheriff's Department and applicable environmental regulations and requirements.
2. A site plan shall be prepared and approved by the Warren County Planning Department prior to the issuance of a Certificate of Zoning, showing the buildings, parking area, outdoor lighting, trash receptacles, signage, outdoor firing range, and other applicable zoning requirements.
3. All light fixtures shall be full cut-off fixtures and comply with the Zoning Ordinance requirements.
4. Activities associated with the commercial operation shall not produce sound levels which exceed 60 decibels during hours of operation at the nearest property line.
5. Activities associated with the commercial operation shall be by appointment or reservation only. Such activities shall only take place during the following hours:

a. Classroom Instruction: Monday through Saturday 8:00 AM to 7:00 PM, and Sunday 10:00 AM to 5:00 PM.

b. Outdoor discharge of firearms: Monday through Saturday 9:00 AM to 6:00 PM/or sunset, and Sunday 12:00 PM to 4:00 PM.

6. The maximum number of occupants per class shall not exceed twenty-five students and five instructors; and or as determined by the Warren County Health Department.

7. Special events which exceed the occupants listed in Condition #6, shall be limited to no more than ten events per calendar year with no more than seventy-five people per event. Such events shall meet Warren County Building Inspections and Warren County Health Department requirements.

8. The applicants shall have the well/drinking water tested annually for lead contamination and a copy of the results shall be submitted to the Planning Departments.

**** Added per discussion with DEQ and Applicants***

Cc: Travis Dodson – Owner/Applicant

WCCUP-000133-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-10-02
Date Received: 9/15/2021
Fee Amount: $ 500.00
Date Paid: 9/15/2021

CK# 1545

Applicant Information:

Travis W Dodson
Applicant Name

105 Maryland Dr | Stephens City | VA | 22655
Address | *City* | *State* | *Zip*

650 Water Plant Rd, Middletown, VA 22645
Property Location for conditional use permit if Different than Applicant's Address

540-686-5346 | middletownfirearms@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: 650 Water Plant Rd, Middletown, VA
(2) Election District: North River
(3) Tax Map Number: 1---3AA / 1---3A / 1---3
(4) Subdivision Name: _____
(5) Total Area of Property (acres): 53
(6) Total Area to be Used (acres): 4
(7) Total Road Frontage (feet): approximately 850ft on Water Plant Rd
(8) Depth of Property (feet): approximate 2400 ft from water Plant to Tlelo
(9) Present Zoning: _____

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Outdoor recreation + firearm training range

(2) Current land use and condition of site: Agricultural

(3) Zoning of surrounding land/property: _____

(4) Will development be staged? ☐ Yes ☐ No

(5) Construction Time: _____

(6) Season, days, and hours of operation: Scattered weekdays (8-4 if law enforcement), 12-6 if private lesson weekends 8-4pm

(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: Total c middletown Firearms 10. 3 instructors max if needed at range

(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 16 Handicap 2

(13) What is the proposed landscaping and buffering for this property? See attached

C. Plans Prepared By

Name: Travis Dutton

Address: 105 Maryland Dr Stephens City, VA

Telephone Number: 540-686-5346

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 - See attached
Risk of lead exposure is minimal with fixed berm
well + septic are private. Waste facilities currently with portable toilets. Hand washing stations

(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?)
Debris from casings will be picked up following each class.

(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 firearms or ammunition will be kept on property, with exception of the residence

(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. See attached
Greatest lead exposure risk is following use of firearm. Hand washing stations with D-lead soaps are provided.

(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? We've had a maximum of 28 students with 3 instructors so far. Many of those students have ridden together + instructors park in a seperate location.

(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. not yet at this time

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 I-66 West. Turn left onto 81 S. Take exit 298 to US 11. Turn left onto US 11. Turn Right onto Water Plant Rd. Home Property is 1st driveway on left

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: 9/15/21

Property Owner Signature — Date: 9/15/21

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

I currently own Middletown Firearms, a well-established gun shop that has been operating the last 7 years. Over the years, we have provided multiple firearm safety courses, including concealed carry courses, at various locations. We also have established a great working relationship with many local law enforcement departments. Our business is all about the safe use of firearms.

When we bought 650 Water Plant Rd, Middletown we had a vision of creating a safe place for us to educate and interact with local citizens on firearm use.

650 Water Plant Rd is a total of 53 acres of land.

- 42 Acres is unoccupied wooded lot
- 6 acres in the north western corner is being leased for cattle use
- There is an approximately 1 acre stocked pond on the north end of the property

The primary use for this application is for a private outdoor and gun training facility with an established classroom in the area rear of the residence.



1325sqft residence has been renovated to later accommodate our family.

On the property at time of purchase were 3 buildings and a covered area that is now a pavilion.



- The established driveway has served as an ingress. (seen in green)

  We have a graveled parking lot near the pavilion. We also are working to gravel an additional parking area. (Seen in red). Students then walk down a set of stairs to the drive to access the classroom and range areas. If handicap parking is needed, there is a gravel area directly in front of the classroom for students.

  We cleared trees & graveled an egress to allow a safe flow of cars (seen in blue).

- The pavilion has been paved to allow picnic tables. This allows students areas to enjoy meals and for host of small get togethers.

- In a larger portion of Building 1, we have established a classroom. This temperature-controlled room would accommodate a maximum of 28 students. The smaller portion of Building 1 is storage. At the north end of Building 1 is a covering in which we rent a potable toilet.

- Building 2 is storage for equipment.

- Adjacent to Building 2 and 3 is Range 1. This is an uncovered, 25 yard outdoor range with 14 lanes. This range is surrounded by railroad ties to help abate sound and provide safety in case of misfire. The natural berm was enhanced with tires and additional dirt was placed to reach a height of 30 feet. This area is currently graveled, with the hopes of paving in the future.

- Building 3 has recently been converted to allow a covered range in times of inclement weather. The rear wall may be lifted to allow cover and access to the berm. Again, this area is surrounded by railroad ties to allow sound abatement and safety. Additionally, this area is storage for all range equipment, including: tables, 2x2, targets, etc. NO FIREARM OR AMMUNITION is stored on site, except for the private residence.

- North of Building 3, is Range 2. Range 2 is an uncovered, 25 yard outdoor range with 11 lanes. The south side of this range is covered with railroad ties. It is also graveled, with hopes of paving in the future. However, the north side there is a small berm and access to a small dirt drive for access to the above fields.

Neighboring areas:

- Route 81 is approximately 540 feet to the east but at a lower elevation than the adjacent field.

- There is approximately 1750 feet from Range 1 to the nearest residence on Long Meadow Road. This is separated by heavy natural forest and foliage.

RANGE USE

This range is *not* open to the public. All attendees are vetted by our personnel. Attendees are either: enrolled students or law enforcement. At least one experienced range safety officer is always on hand to supervise all range behavior.

Firearm Safety Classes:

Firearm safety classes are held almost exclusively on the weekend. The most common of which is our concealed carry courses.

Courses currently include:

- Concealed Carry Course with Live Fire
- Concealed Carry Course (classroom only)
- Pistol Movement
- Intermediate Pistol Course
- Kalash Koncepts
- Defensive Shotgun
- Defensive Pistol
- Defensive Rifle
- U.S. Law Shield seminars
- NRA Instructor Training
- Youth Firearm Safety Course

Private Courses:

Throughout the week we offer private lessons with an experienced RSO. These lessons would be in 1 to 2 hour blocks from 12p-6p. There is a maximum of 4 students per RSO during these times.

Law Enforcement:

We have a positive working relationship with many local law enforcement agencies. During the week, some agencies have used Range 1 at no cost currently to continue certification. Many local law enforcement have difficulty scheduling time at the Frederick County range. We offer an area that they can continue their training. Some agencies that have been hosted include: Stephens City Police Department, Winchester Special Response Team, and Strasburg Police Department. We have no plans on charging any local law enforcement agency.

We have also looked into, but do not currently hold events such as:

- Virginia Department of Criminal Justice training. (DCJS)
- Shooting events such as USPSA or IDPA
- Corporate events and classroom rentals
- First Aid training

Range Rules:

Treat every firearm as if it was loaded

Never point your firearm at anything you do not intend to shoot

Keep your finger straight and off the trigger until you intend to shoot

Keep your firearm on safe until you intend to shoot

Know your target and what lines beyond: Ensure down range is unoccupied

Always keep the gun unloaded until ready to use

Range staff has the right to inspect all firearms, ammunition, and equipment

Load and unload firearms on the firing line ONLY

Only 1 loaded firearm at a time

All firearms must be cleared and properly cased when removed from the firing line

Shooters must put on eye & ear protection prior to entering the range and until the exit

If any malfunction occurs, leave the firearm on the shooting bench & ask a Range Officer for help

Cross firing is strictly prohibited

If a cease fire is called, unload your firearm with the cylinder open or pull the slide back, and step behind the range line

Tracers, explosive, steel case, steel core, or armor piercing ammunition is prohibited

No black powder firearms allowed

Use and fire at only approved targets

Avoid shooting at target board supports and framework

Never use drugs or alcohol before or while shooting

Shooters under the age of 18 must be accompanied by a parent or legal guardian

Be courteous and aware of other shooter around you

Notify Range Officer of any unsafe practices on the range immediately

Dispose of your own targets and shells

Other considerations:

No firearms or ammunition will be stored on the property apart from the residence.

Lead exposure is minimal with an open range. We provide handwashing stations with D-Lead soaps or lead removing wipes. All rounds shot into the main berm will remain in place and all dirt is fixed. Lead risk would be greatest if dirt was to be moved or mined. Lead is a naturally oxidizing substance. Ground exposure to lead would depend on the number of rounds fired. Industry standard for a rubber berm is about 80,000 rounds per shooting position. If needed, we will seek out further expert consultation in regards to firing range services and lead mining.

Pavilion with adjacent steps:



Parking:



Classroom:



Facilities:



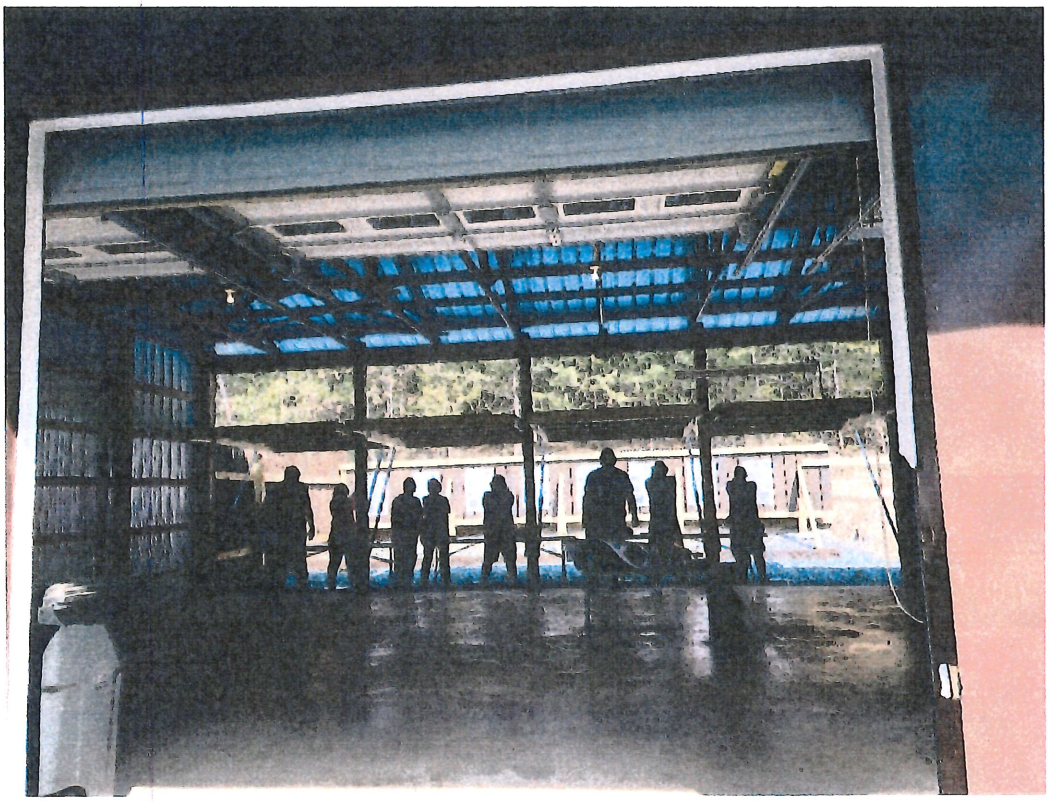
Range 1:







Building 3:



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

September 22, 2021

RECEIVED
SEP 27 2021
WARREN COUNTY
PLANNING DEPARTMENT

Joe Petty, Planning Director
County of Warren
Planning and Zoning Department
220 N Commerce Ave., Suite 400
Front Royal, Virginia 22630

RE: Request for Comments for a Conditional Use Permit (2021-10-02)
650 Water Plant Rd. Middletown, VA 22645 (Warren County Tax Map# 1-3AA, 3A &3).

Dear Mr. Petty,

I have reviewed your request and this office would have no objections to the proposed shooting range and classroom facility provided an onsite sewage system could be approved and installed. Our office has no records of the existing onsite sewage system currently serving the dwelling designated as 650 Water Plant Rd. Therefore, that system cannot be considered to serve the classroom facility and portable privies are not a viable option for buildings designed for human occupancy or places where people congregate.

Regarding potential groundwater contamination from spent ammunition, the owner/operator should develop an operational manual for lead collection, disposal or recycling. This could include having proper backstops for collection of spent ammunition. Although lead from spent ammunition is not considered hazardous waste when used for the intended purpose, lead abatement must be considered at the time the facility is closed or abandoned. For more information, please see EPA publication, Best Management Practices for Lead at Outdoor Shooting Ranges (www.epa.gov/region2/waste/leadshot) or contact

Leadshot Coordinator
RCRA Compliance Branch
U.S Environmental Protection Agency
Region 2
290 Broadway - 22nd Floor
New York, NY 10007-1866
E-Mail: Leadshot.Region2@epa.gov

If you have any questions, contact me at (540) 635-3159.

Sincerely,

Jim Davis, REHS
Environmental Health Supervisor

Joe Petty

From: Arthur Boyce <bobby.boyce@vdot.virginia.gov>
Sent: Thursday, October 7, 2021 3:45 PM
To: Joe Petty
Cc: Funkhouser, Rhonda (VDOT); Travis Duncan; Riggleman, Bradley
Subject: Warren-Rte 612-CUP 2021-10-02 Dodson Shooting Range TM#3-1, 3-1A, 3-1AA

<<...>>

DEPARTMENT OF TRANSPORTATION

Staunton/Edinburg Land Development

14031 Old Valley Pike

Edinburg, VA 22824

Dear Mr. Petty:

We have reviewed the above subject Conditional Use Permit Application dated September 15, 2021 for impacts to the local roadways. Middletown Firearms would like to utilize this property for firearms training and no retail sales will take place at this location. Our comments are as follows:

- The State's minimum sight distance requirements can be obtained by trimming trees, removing vegetation, and some minor grading. The existing entrance serving this site will need to be upgraded to meet VDOT's minimum low-volume commercial standards. The entrance(s) will need to be reconstructed and paved 25' back from the existing pavement on Route 612. This upgrade should be installed prior to any use, other than the existing dwelling.
- A Land Use Permit shall be obtained before any work is performed on the State's right-of-way. The permit is issued by this office and will require an application fee and surety coverage. Once satisfactory application has been made, a permit will normally take 10-20 days to process and issue.

We appreciate the County's efforts to include VDOT in the early planning stages for development and the opportunity to provide comments on this Conditional Use Permit. We ask that you include a copy of this transmittal for official public record. If you have any questions or need further information, 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

Joe Petty

From: David Beahm
Sent: Monday, October 18, 2021 11:41 AM
To: Chloe Phillips
Cc: Joe Petty; Paula Fristoe
Subject: Request for Comments 2021-10-02 – Travis W. Dodson – Conditional Use Permit for Outdoor Recreation Facility (Firearms Training) – WCCUP-000133-2021

Comments 2021-10-02 – Travis W. Dodson – Conditional Use Permit for Outdoor Recreation Facility (Firearms Training) – WCCUP-000133-2021:

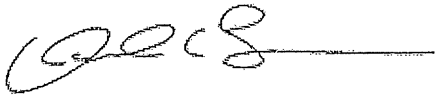
NOTE: From the information provided (photos and description) it would appear that work has been completed without permits having been obtained. The only permit on file is for an electrical upgrade that was completed earlier this year. Any work that may have been completed that required permitting would be in violation and would need to be addressed prior to Building Inspections being able to provide approval for this request.

- Erosion and Sediment Control (ESC) Items:
  - From the information provided it would not appear that any land disturbance is to take place, but it does appear that some has already been completed without having been permitted. Any combined area of disturbance over 10,000 square feet would require a permit. As such, for this type of work scope, an application and permit are required for ESC permit, which would be a normal submission including a full plan review application
  - While it does not appear to have exceeded one (1) acre, if it has it would require submission to the Department of Environmental Quality (DEQ) for Stormwater. Approval by DEQ (Construction General Permit) would be required prior to any ESC Permit and any type of Building Permit being issued by Warren County.

- Building Inspections Items:
  - As indicated above, any work that has taken place without permitting will need to be addressed first. Then if or when any additional building construction related activity (structure, electrical, plumbing, mechanical, etc.) were to start, it would be subject to the normal requirements of application, review and approval prior to work beginning.
  - All building requirements are based on the Virginia Uniform Statewide Building Code (USBC).
    - This activity would require a Change of Use and Occupancy for the property given that all structures on the property originally where in the One- and Two-Family Dwelling (R-5) Classification.
    - The use of portable facilities would not be allowed for this type of Use and Occupancy. Permanent facilities would be required per the USBC.

If anything should change in the scope additional requirements may be required.

Respectfully,



Joe Petty

From: Pascarella, Jonathan <jed.pascarella@deq.virginia.gov>
Sent: Tuesday, October 19, 2021 4:18 PM
To: Joe Petty
Cc: Simmerman Graham iej11935
Subject: Re: 2021-10-02 – Travis W. Dodson – Conditional Use Permit for Outdoor Recreation Facility (Firearms Training)

Hello Joe,

I appreciate you forwarding to me the Conditional Use Permit application for the Commercial Outdoor Recreation Operation at 650 Water Plant Rd, Middletown. As we discussed, DEQ does not regulate shooting range operations. DEQ would, however, regulate discharges from these operations. Thus, EPA's Best Management Practices are designed to prevent releases from these operations.

Considering this, I have some observations regarding this permit submittal in consideration of EPA's BMPs and DEQ's experience.
-- There is no mention of soil pH or depth to groundwater. Low soil pH, in conjunction with acid rain, can mobilize deposited lead to be washed off-site, or to be carried down into the soil. Ideal soil pH is between 6.5 and 8.5. Considering soil pH, there are mitigating measures, such as liming, that can be used to reduce the possibility of this becoming an issue.
-- In addition to lead in the berm backstop, lead can be deposited in the soil at the firing line from discharge of the primer. Thus, the need to look at soil pH, and possible soil pH adjustment in this area also, as a consideration to preventing contaminated run-off or deep soil contamination.
-- The plan does not appear to have a concrete frequency of bullet collection and recycling. EPA's BMP states that "periodic lead removal activities should be planned for and conducted" in order that the range stays away from the "discarded" definition for deposited bullets. The Plan's 80k round limit per lane appears reasonable, but if the soil pH is not favorable, the Facility might want to consider a more frequent collection schedule.
-- I noticed at least one high velocity firearm in the photos that were attached. As we discussed, if high velocity rounds are used on a regular basis, the potential for more, and freshly exposed lead goes up along with the potential for lead leaching (see pH discussion above).

Again, these items are not required by DEQ regulations, but stem from EPA's Best Management Practices combined with observed conditions in working with other ranges.

Please let me know if you have any questions regarding these items. I would be glad to discuss them, or any other issues, with you or the range owners.

Take Care,

JED

Jonathan (Jed) Pascarella
Environmental Program Planner
Department of Environmental Quality - Valley Regional Office
4411 Early Road (Physical)
P.O. Box 3000 (Mail)
Harrisonburg, VA 22801
540-574-7838 (Office phone - rolls to my cell phone)
jed.pascarella@deq.virginia.gov - email
804-698-4178 - DEQ fax number

On Tue, Oct 19, 2021 at 11:28 AM Joe Petty <jpetty@warrencountyva.net> wrote:

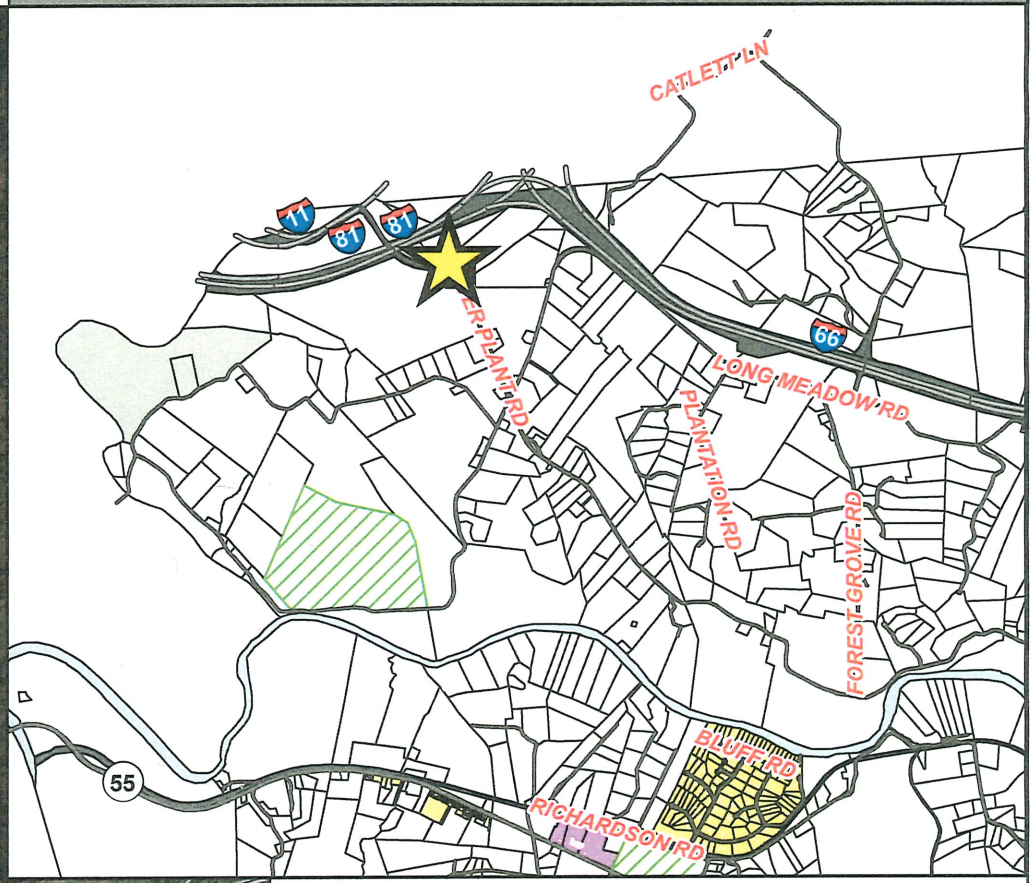
> Good morning Jed:
>
> Thank you for reaching out regarding the property at 650 Water Plant Road. As discussed, the property is currently in the process of requesting a conditional use permit for a commercial outdoor recreation facility that is used from firearms training. The CUP application was a result of a notice of violation sent from our office. I have attached the application and comments we have received from various agencies. Please let me know if you have any comments.
>
> Joseph *"Joe"* Petty
>
> Planning Director/Zoning Administrator
>
> Warren County Planning Department
>
> 220 North Commerce Ave., Suite 400
>
> Front Royal, VA 22630
>
> Phone: (540) 636-3354
>
> Fax: (540) 636-4698
>
> warrencountyva.net
>
> Warren County Code
>
> Zoning Setbacks
>
> Warren GIS

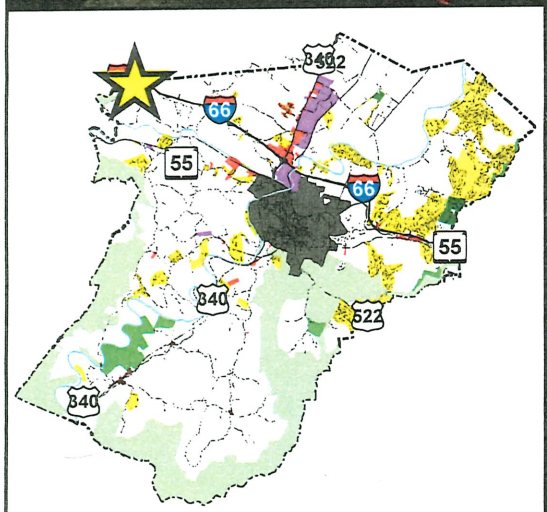
Warren County VA
CUP Location Map

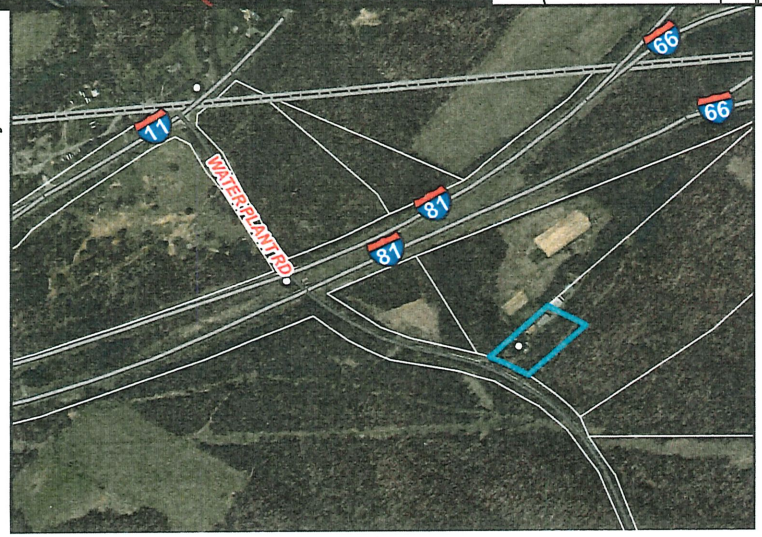
Outdoor Recreation Facility: Firearms Training
Applicants: Travis Dodson

T[illegible]---------3AA
650 Water Plant Rd









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

Joe Petty

From: Jan Boru <janboru@gmail.com>
Sent: Tuesday, November 2, 2021 8:08 PM
To: Joe Petty
Subject: Middletown Firearms

Good Evening,
It is my understanding that the above mentioned company is trying to secure a permit to continue with firearm training at their range location. I have taken firearms classes with them and feel that I greatly benefited from this training. Along with myself in the class there were about 15-20 other females, speaking with them throughout the day I know we all benefited from this class. It would do this are an injustice to remove this company from giving firearm safety classes or any of their classes.
I know that I am only one person, but I hope it gives you a perspective from an actual student.
Thank you for your time
Jan Boru

Joe Petty

From: Shawn <wscarrico@gmail.com>
Sent: Tuesday, November 2, 2021 8:45 PM
To: Joe Petty
Cc: Nancy Jo Carrico; Trav
Subject: Middletown Firearms Training Special Use Permit

Good evening Mr. Petty,

I am writing on behalf of my wife and I to respectfully request the Warren County Planning Commission approve the special use permit for Middletown Firearms Training to operate a shooting range on their property located on Water Plant Road.

My wife and I have attended one of their group classes and taken private lessons.

We have trained with many groups over the years and the team at Middletown are the safest and most professional we have encountered.

Respectfully,

Nancy Jo & Shawn Carrico
--
Regards,
Shawn

Joe Petty

From: Dusty Drummond <freebird807d@aol.com>
Sent: Tuesday, November 2, 2021 8:24 PM
To: Joe Petty
Cc: middletownfirearms@gmail.com
Subject: Middletown Firearms Training

Good evening, hopefully you read this and please approve the permit for Travis and Middletown Firearms to provide a place for firearms training. Some train due to lack of knowledge which they provide. Some train to improve or acquire new skills. If there is no place here locally to provide that it increases the probability of having unsafe conditions or people handling firearms negligently. With proper training that they provide it will help reduce those instances and also teach people respect for something that holds so much power. Travis and Middletown Firearms have worked very hard to achieve this dreams and constant helping the local communities. They are great people and dear friends, they want nothing but the best for their community and with the ability and to provide these services they will continue to do so.

Thank you,

Dusty Drummond

Sent from my iPhone

Joe Petty

From: Gary Finniff <finniff@gmail.com>
Sent: Tuesday, November 2, 2021 11:10 PM
To: Joe Petty; Trav
Subject: Special Use Permit for Middletown Firearms

To: All

This is to relay my concerns and opinions on the installation and maintenance of an outdoor weapon range being operated by Middletown Firearms. This organization strives for excellence and has proven time and time again they are dedicated to our community and its safety. The employees are polite and cordial. They are consummate professionals and have a vast amount of knowledge to pass on to those willing to learn. I implore you all to consider this application seriously and pass it unanimously. I have been privileged to have been taught weapons safety and handling from my military experience and the instructors with Middletown Firearms are professionals on every level. I am excited to have a local business to patronage within a local county so my hard-earned income stays local and helps those who help the community. If the opportunity presents itself for the public comment I would appreciate the chance to speak to those who have concerns about my experiences with this business.

Respectfully,
Gary Finniff

Joe Petty

From: Sherry McBrayer <sherryjo1941@gmail.com>
Sent: Wednesday, November 3, 2021 12:05 PM
To: Joe Petty
Subject: Middletown Firearms Gun Range

This email is to let you know that I am definitely in support of this gun range. I believe this to be beneficial not only to Warren Country, but also to surrounding counties.

I attended a class for women beginners there a year ago. Later I took private lessons from one of their instructors. I would like to continue with practice with my handgun and this range would be perfect for me, as well as others.

Thank you for your consideration.

Sherry Jo McBrayer
Huntly, Virginia

Joe Petty

From: Cathy Schucker <cls0905@verizon.net>
Sent: Tuesday, November 2, 2021 11:09 PM
To: Joe Petty
Cc: middletownfirearms@gmail.com
Subject: Special Use Permit for Middletown Firearms

Mr. Petty,

It's come to my attention that Middletown Firearms is seeking a special use permit to continue training at their range on Water Plant Road. I've received training at their facility on several occasions and would like for you to approve their application so I can continue to have the opportunity to train in a safe, controlled environment.

Thank you for your consideration.

Cathy Schucker
519 McCoys Ford Rd.

Joe Petty

From: Kyla Sine <ericandkyla524@gmail.com>
Sent: Tuesday, November 2, 2021 7:44 PM
To: Trav; Joe Petty
Subject: Middletown Firearms Training

To whom it may concern,

Over the last year, I have completed various trainings courses and lessons through Middletown Firearms. This has been pivotal in allowing me to safely learn about firearms and to be a responsible firearm owner.

Additionally, my wife has completed training and learned a great deal. Having never been exposed to firearms, this had a significant impact for both of us.

Having a safe environment with qualified instructors of diverse backgrounds has been invaluable, not just to my family, but to our community as well.

Middletown Firearms and their staff genuinely care about making our community safe by imparting knowledge and fostering a culture of learning and development for all skill levels, from the inexperienced to the well seasoned individual!

Please consider allowing this group to continue to do the superior work of making our community a safer, wiser, well-trained place!

Thank you,
Eric Sine

Joe Petty

From: Katya Smith <katya.smith9@gmail.com>
Sent: Tuesday, November 2, 2021 3:30 PM
To: Joe Petty
Cc: middletownfirearms@gmail.com
Subject: Special Use Permit for Middletown Firearms

Good afternoon Mr. Petty,
My name is Katya Smith and I am a resident of Maurertown, VA. I am a 41- yr old female who has always enjoyed firearms, but had never had the opportunity to properly train until last year. Discovering that Middletown Firearms offered group courses year-round, as well as private lessons near me, was just what I needed. I immediately enrolled in the All Female Live Fire Concealed Carry Course in order to get my permit, and my experience with the instructors was so great that soon after, I signed up for a yearly private lesson pass with Tommy Schurtz at Adroitness. Tommy's methodology & professionalism really helped me learn and understand the responsibility that comes with owning firearms. Not once did I come home disappointed or felt like I had wasted my money. In fact, I ended up signing up my entire family for the yearly pass, to include my husband & 12-year old daughter.
I am a firm believer that if we want a society of responsible gun owners, we all need to strive to make gun education accessible to as many people as possible. Having the Middletown Firearms range be so close to where we live, and having top-notch instructors speaks volumes as to the professionalism with which they do business. I implore you to please, consider granting them a special permit so people like me, can safely & securely enjoy time at the shooting range while at the same time promoting safe firearms practices.
Thank you for your time,
Katya Smith
831-295-3743

Joe Petty

From: brian.smith60@us.army.mil <hastaelgol@gmail.com>
Sent: Tuesday, November 2, 2021 3:29 PM
To: Joe Petty; Trav
Subject: Special Use Permit

Dear Sir or Ma'am,

I am writing in regards to the special use permit for which Middletown Firearms has applied in order to continue to bring safe, professional, and much needed firearms training to the Shenandoah Valley.
As a career US Army Officer with four combat deployments to Afghanistan I can speak with profound confidence to the quality of training that Mr. Dodson and his staff provide. I have seen first hand the up-close and personal attention they pay to their students, the well thought out execution of their classes, and perhaps most importantly, the premium they put on safety.
It speaks volumes that I would trust them not only to train my wife but also my daughter. Their dynamic is welcoming, family focused, and is a boon to the community writ large.
Since moving to the Valley, it has always puzzled me that their are so many Firearms dealers yet so few places to safely shoot and receive training. I can think of few better reasons to grant special permit status to Middletown Firearms than the fact that they are answering a substantial community need and bringing an incredibly high quality service to market.
Please consider this letter as one Valley family's ringing endorsement towards the granting of their request.
Please feel free to contact me to discuss this matter at any greater length.

Regards,

Brian L Smith
Chief Warrant Officer 3
United States Army
831-297-2050

Joe Petty

From: Corey Szwydek <corey.michael0923@gmail.com>
Sent: Tuesday, November 2, 2021 8:03 PM
To: Joe Petty
Cc: Trav
Subject: Middletown Firearms range

To whom it may concern, I have been training with this group for quite some time. They have put safety first day one. I believe it is an amazing thing to me to be able to train and practice our skills in a controlled environment and I feel that Middletown firearms has provided that for us. The instructors are top notch and I feel that there is nobody better around. I hope that we get to continue to train at the range for years to come. Thank you for your time and consideration.

Corey M. Szwydek

Joe Petty

From: Suzi Wilt <wilt9458@gmail.com>
Sent: Tuesday, November 2, 2021 12:47 PM
To: Joe Petty
Cc: middletownfirearms@gmail.com
Subject: Middletown Firearms Training Range

Dear Mr. Petty and esteemed members of the planning commission,

I am writing in hopes to encourage you to grant permission for Middletown Firearms and Travis Dodson to continue operating the training facility located within Warren County, VA. We need to have locations like this nearby to ensure top quality and safe training is available to the residents of the area and anyone wanting and needing to get proper training.

While we maintain it is our right to own and carry firearms per the 2nd Amendment, we are not ignorant to the fact that training is beneficial and necessary. Middletown Firearms has created a safe and secure environment that is private, has controlled access, and provides excellent training and safety personnel. Losing this option would increase backyard training in unsafe locations by uncertified and unqualified people being the only option we have access to.

In closing, please allow us to have this option.

Thank you,

Suzi Wilt
(540)931-3616
wilt9458@gmail.com

Joe Petty

From: Mike Wilt <vonspasm@yahoo.com>
Sent: Tuesday, November 2, 2021 12:00 PM
To: Joe Petty
Cc: middletownfirearms@gmail.com
Subject: Firearms training and shooting range

Sir,
I am contacting you in support of Middletown Firearms' shooting range and training facility, located in wonderful Warren County. It is more than a place to shoot. It is a bona-fide training facility that is affordable to the regular public. In a time when so many are attempting to curtail access to firearms and facilities such as this, I hope Warren County leaders show the foresight to support Middletown Firearms and their state-of-the-art range. Thank you for you time and consideration.

Respectfully,
M. Wilt

Sent from Yahoo Mail on Android

Joe Petty

From: Trav <middletownfirearms@gmail.com>
Sent: Tuesday, November 2, 2021 10:53 AM
To: Joe Petty
Cc: Ashley Dodson
Subject: 650 Water Plant Rd Support
Attachments: Millholland Letter to Warren County.pdf; Daniel Morgan Letter of support.docx; Special Use Permit Letter Middletown.doc; Dan Beasley letter of support.docx; Stephens City letter of support.pdf; Kenneth Logan Letter of Support.pdf

Hey Joe,
Just wanted you to have letters of support I have gathered. 2 are neighbors while 3 are local municipals.

Please let me know if you need anything else this week.
Feel free to give me a call any time,
Travis Dodson - Owner
Middletown Firearms, LLC
www.middletownfirearms.com
Tel: 540-868-8517
Cell: 540-664-7076

Town of
STEPHENS CITY
ESTABLISHED 1758

POLICE DEPARTMENT

William A. Copp, Chief

October 30, 2021

County of Warren
Board of Supervisors
220 North Commerce Avenue
Front Royal, Virginia 22630

Dear Honorable Members of the Board of Supervisors,

I write this letter of support on behalf of Middletown Firearms in their effort to obtain a Special Use Permit for a private outdoor firearms range and training facility at 650 Water Plant Road, Middletown, Virginia.

The facility is a private facility and is not open to the public. All users are supervised and vetted by experienced, trained Middletown Firearms personnel. Users of the range include area law enforcement agencies and officers, including the Stephens City Police Department. The range is certified by the Virginia Department of Criminal Justice Services (DCJS), and it is one of only two such DCJS-certified ranges available to our department. We desperately need the use of the facility and range because of proximity to the Town and difficulty we experience when attempting to schedule use of the only other DCJS-certified range, the range operated by Frederick County Sheriff's Office.

Our department uses the range for firearms qualification and training on a regular basis. Middletown Firearms graciously allows us to use the facility at no cost to the Town and whenever we require use of the facility.

We fully and wholeheartedly support Middletown Firearms in their endeavor to obtain a Special Use Permit for the operation of their facility, and we urge the Board to expeditiouly grant such special use authorization.

If I can be of further assistance in your consideration of this matter or if you have questions, please do not hesitate to contact me.

Respectfully yours,

William A. Copp

William "Bill" A. Copp
Chief of Police

1033 Locust Street
Post Office Box 250
Stephens City, VA 22655

Office: 540.868.1012
Non-Emergency: 540.662.6162
FAX: 540.868.7653

stephenscity.org

RECEIVED
NOV 03 2021
WARREN COUNTY
PLANNING DEPARTMENT

Town of Middletown
7875 Church Street
Middletown, Virginia 22645
(540) 869-2226 ♦ Fax (540) 869-4306
Gateway to Cedar Creek and Belle Grove National Historical Park

Charles H. Harbaugh IV, Mayor

October 28, 2021

Attn: Warren County Planning Commission
Warren County
220 N. Commerce Avenue
Front Royal, VA 22630

Dear Chairman Robert Myers, Vice Chairman Hugh Henry & Warren County Planning Commission Members:

This letter is in support and reference to Travis Dodson and his special use permit request at 650 Water Plant Road Middletown, VA 22645. I have known Travis Dodson for twenty plus years and hold him in the highest regard. He proudly served in the United States Marine Corps and saw combat in tours overseas for our country. When he returned home after being honorably discharged, he started a very successful business, Middletown Firearms. What Travis and his team at Middletown Firearms have done for the community during his 7 years in operation, should be commended. Contributions include large donations, sponsorships of nonprofits, raffles, giveaways, training and discounts and free classes and use of range for free for law enforcement.

As a staunch supporter of local law enforcement, I can attest those areas for our LEO's to train and shoot are in short supply, that limits their capabilities to provide this crucial training to our officers in the area. This property will be able to provide that key service to our community, and it is already DCJS certified. The Strasburg Police Department, Stephens City Police Department and Winchester Response Team currently are using the facility at no cost to our communities.

It is key for the board to understand that this is not a public range. All attendees are enrolled as students in classes or law enforcement personnel. Firearms Safety classes offered include the following: concealed carry, pistol movement, defensive pistol and shotgun courses, NRA instructor training and the Youth Firearm Safety course. At least one experienced range safety officer is on-hand to supervise attendees. The applicant wishes to work with the neighbors and National Park Service to operate classes at convenient times and mitigate any noise concerns or potential complaints.

I would like to offer my highest personal and professional recommendation for Mr. Travis Dodson. I have worked with him on a personal and professional basis and he is just a gem and this special use permit would be a wonderful addition for Warren County and area law enforcement. Please do not hesitate to call me at 540-877-4594 or email me at charbaug@su.edu to provide more details.

Best,

Mayor Charles Harbaugh IV

FREDERICK COUNTY SHERIFF'S OFFICE

Sheriff Lenny Millholland

Major Steve A. Hawkins

1080 COVERSTONE DRIVE
WINCHESTER, VIRGINIA 22602

540-662-6168
FAX 540-504-6400

Warren County Planning Commission
220 N. Commerce Avenue
Front Royal, VA 22630

November 1, 2021

TO: Chairman Robert Myers,
Vice Chairman Hugh Henry
Warren County Planning Commission Members

I send this letter in support of a special use permit request sent by Mr. Travis Dodson for property located at 650 Water Plant Road Middletown, VA 22645. (Warren County)

I have both a professional and personal relationship with Mr. Dodson.

Mr. Dodson, through his business, Middletown Firearms has been an important part of Frederick County and Middletown for many years. Mr. Dodson has made his range available to Law Enforcement for training and firearms education.

As the Sheriff of Frederick County, the use of a range is an important training aspect for our personnel and other agencies. Many ranges are limited to their capabilities and what they can provide, in a safe atmosphere. I have been on this property and know that it will be able to provide a service to our community. The range is also Department of Criminal Justice Services (DCJS) certified. Numerous local police agencies are using the facility at no cost to their communities.

Attendees are enrolled as students in classes, as are law enforcement personnel. Courses such as Firearms Safety classes, weapon familiarization, pistol, shotgun, concealed carry classes are just some courses offered. There is also NRA instructor training and the Youth Firearm Safety courses offered by Middletown Guns.

I fully support and recommend Mr. Travis Dodson for this special use permit and feel it would benefit so many to include Warren County.

Thank you for your consideration in this request.



Sheriff Lenny Millholland

To whom it may concern:

I am writing this letter in support of the shooting range on Water Plant Road in Warren County, Virginia. I am a resident of Warren County, and I pay taxes to Warren County. I also vote in Warren County Elections. I am a veteran that has served multiple combat deployments in Iraq.

I live less than one mile from Travis Dodson's property on Water Plant Road, and in no way do I think this range would put anyone in danger or damage my community. I believe this range would actually make my community safer. Having this range open would give shooters, hunters, and outdoorsman a safe place to train and shoot. I have been to the range, and I have seen the back stops. They meet and exceed DCJS standards. The projectiles go in a safe direction, a natural hill with shredded rubber tires to slow the bullets down. I have personally used this range, and felt safe with the engineering measures that where in place.

If approved, this range will bring value to our community. I will be patronizing this range multiple times a year and know many others that will also be doing so.

Very Respectfully,

Daniel Morgan
716 Gafia Lodge Rd.
Middletown, VA 22645

To whom it may concern,

I am writing this on behalf of Travis Dodson and Middletown Firearms. I am a retired police officer with a total of thirty-two years of law enforcement experience. Twenty two years, retiring as a Detective with the Metropolitan Police Department, Washington, D.C.. and ten years as a Criminal History Analyst with the United States Attorney's Office, Washington, D.C..

I live in Lake Frederick, Virginia and I am a member of the Winchester Izaak Walton League where I serve on the range committee. I am a NRA certified Range Safety Officer and in that capacity, I assist in range qualifying our Izaak Walton membership for the privilege of shooting on our ranges. In the past two or three years, we have noticed a huge increase in the number of new or first-time firearm owners, including many women. We offer some firearm training, but since we are a non-profit organization run by volunteers, we cannot offer training on a regular, continuing basis. During our orientation and range qualifying sessions, we see many new gun owners who are in need of basic firearm training and safety classes. That's an important function being filled by Middletown Firearms and their outstanding range facility and instructors. I've seen them in operation and they do a top notch, professional job of training folks how to safely handle firearms. They have an excellent, well thought out facility and a large classroom. There is a tremendous need for this range and the training they can provide to the public. They are also now DCJS certified and can provide annual LEOSA training to retired law enforcement officers such as myself.

I am requesting that the Warren County Planning Commission strongly consider granting Travis Dodson and Middletown Firearms the necessary permits required to operate the range. Thank you.

Daniel Beasley
540-869-5286

Kenneth Logan
1974 Long Meadow Rd
Middletown, VA 22645

Subject: Special Use Permit Request at 650 Water Plant Rd, Middletown VA 22645.

To Whom this may concern,

This letter is in support of Travis Dodson and the special permit request for Middletown Firearms (MTF) special permit at 650 Waterplant Rd in Middletown, VA. I have known Travis Dodson and the staff of MTF since their opening in 2014 and have admired their commitment and value added to the Middletown community. I strongly believe that MTF should be commended for their support of the local community and their participation in community events, including but not limited to holiday parades, sponsorships of non-profit organizations, raffles, donations, giveaways, and their participation in the famous Route 11 Yard-Crawl. They are actively engaged in firearm education and training, and I am particularly encouraged by their engagement and training of new firearm owners. MTF's storefront along Rt 11 in Middletown, VA has drawn excellent business into Middletown: I have noted in my countless in-store visits that the MTF employees are always respectful and kind. While a friendly in-store representative can give basic firearm safety information, I believe there is a need for deeper understanding of firearms safety, and I am thrilled that MTF's private classes have helped hundreds, if not thousands of new firearms owners learn to safely operate their firearms. They also open their range for law enforcement training for FREE.

I strongly support our local law enforcement, and in my opinion (and in contrast to the current movement to "defund the police"), law enforcement officers should train frequently to increase their effectiveness in their important and valuable role to the community. Multiple police departments and response teams currently use MTF shooting facility at no cost to the taxpayer, adding immeasurable value, and increasing their capacity to serve citizens of our county and surrounding areas.

I have personally visited their shooting range, which is approximately 1 mile from my home in Middletown, VA. As a firearms enthusiast, and recreational shooter, I was very impressed with the level of detail MTF had exhausted to ensure their facility was safe. The range is already certified by the Department of Criminal Justice Services (DCJS), and in my observation the designated firing lanes were surrounded by adequate backstops and were oriented in safe directions to ensure no ricochet or over-penetration could harm neighboring land, or other personnel on the range. In addition to projectile containment, the range is setup to utilize natural landscaping to protect against excessive noise pollution: **as one of the closer neighbors to the MTF shooting range, I have never been disturbed by activities on their property**.

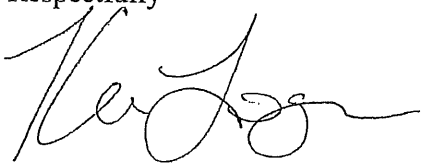
It is important to note that this range is not open for public use: the range will be used for firearms safety classes (and law enforcement training as previously noted). This is important, as

the class will be led by at least one experienced range safety officer to supervise the attendees and ensure safe practices are followed. In addition, MTF schedules classes at convenient times to prevent any potential complaints of other neighbors.

I strongly believe that MTF has added value to the Middletown community, and I support their use of the firearms shooting range for training classes along Waterplant Road. I can be contacted at (540) 323-3202 or logankenneth1@gmail.com for more details, or to answer any questions you may have.

Please let me reiterate that as one of the closer neighbors to the MTF shooting range, I am in support of their special permit application.

Respectfully



Kenneth Logan

Emily Ciarrocchi

From: Tony Carter
Sent: Thursday, December 2, 2021 11:27 AM
To: Buz Grover
Cc: Emily Ciarrocchi
Subject: RE: Warren County Government Website contact inquiry [Buz Grover]

Mr. Grover,
Thank you for your email. My understanding is that the Board of Supervisors public hearing will be in January. My term ends on 12.31.2021, so I will not have a vote on this. My successor will take office on January 1, his name is Jerome Butler. I do not have an email address for him. You can forward your email to the deputy clerk and she could see that he gets it. Her name is Emily and I have copied her on this.
Tony

-----Original Message-----
From: Warren County <No_Reply@warrencountyva.net>
Sent: Tuesday, November 30, 2021 2:45 PM
To: Tony Carter <Tcarter@warrencountyva.net>
Subject: Warren County Government Website contact inquiry [Buz Grover]

A contact inquiry has been submitted via the employee contact form found at https://www.warrencountyva.net/ (Warren County Government Website) on 2021-11-30. Please view details below.

Sender Name: Buz Grover
Sender Email: buz@buzwardo.com
Day Phone: 7039935784
Evening Phone: --N/A--
Contact Preference: Either

Comments:
Dear Supervisor Carter:

I'm writing about the proposed Middletown Firearms ranges you are considering. Those ranges have already built, are being used for classes and by favored customers, and indeed has been fully operational for about two years. Not only has there been substantial site disturbance with three dirt backstops created and in use, but also a former garage bay has been converted into a classroom with most that work completed store staff or relatives of the owners, who are also working to renovate the residence on the property. It does not appear that any of the work has been done by anyone with formal licensure, nor were any permits obtained for any of this already completed work.

The ranges that are already being used for classes or individuals weekly or more are something you should be particularly concerned with. The 100 yard rifle range is backed by a berm behind which you can see traffic passing on Water Plant road. Should someone shoot over the berm, particularly on its left side when traffic is passing it could create a tragic result. This issue has been noted to the owner of Middletown Firearms, though these sorts of concerns are not well received and indeed is one of the reasons I'm no longer teaching there. It should also be noted that this berm and range has been constructed on a flood plain with no provision to keep lead contamination from leeching into the groundwater.

Though the situation is not as bad on the pistol ranges, Interstate 81 is directly behind them and a shot lofted over the berm could result in a vehicle being struck. Go to any indoor range and you will note damage to the ceiling and walls

where poorly aimed shots struck them. Were high shots to occur at any of these ranges damage to passing vehicles and their occupants could occur. Moreover much of the current use is either unsupervised or conducted by instructors that do not have range safety officer credentials.

During my time instructing there I noted numerous management issues and poor business practices. Though those issues may not be germane to your current deliberations, they were part of a larger pattern where ad hoc, often times poorly informed decisions were made with an eye on the short term profitability instead of best practices, basic risk and other management standards. I'm happy to discuss these concerns in detail and provide video documentation if you'd like.

With all that said the citizens of Warren county would be well served by a facility like this. Moreover, with the proper inducements the owners of Middletown Firearms can likely be motivated to provide this service and run their classroom and ranges in a safe manner. Remediating current issues and making it clear that best practices, rules, and regulations need to be closely followed moving forward would go a long way toward meeting that goal.

As a constituent living for 20 years on High Knob I thank you for taking the time to consider these points. Again, at the end of the day I hope this effort moves forward, albeit in a safe and professional manner. Please feel free to reach out to my should you have any questions.

Sincerely,

Buz Grover

129.174.163.161 - Generated by Work Force (c) on Tuesday, 30 November 2021 14:45

Joe Petty

From: Bradley Long <bdad04@hotmail.com>
Sent: Sunday, November 7, 2021 6:55 AM
To: Joe Petty; middletownfirearms@gmail.com
Subject: Special Use Permit

To whom it may concern:

I have had the pleasure of being a customer at Middletown Firearms for several years. In that span I have attended a couple of classes at their range. I cannot speak highly enough of their attention to detail, safety and knowledge of firearms and proper use of them.

Many accidents with firearms occur because of inexperience and lack of training. This area lacks proper training ranges and classrooms. For the amount of firearms owned per capita here that is a dangerous correlation. We NEED the knowledgeable and capable instructors of Middletown Firearms.

I truly believe that giving them the permit they need will help to save lives and prevent reckless misuse of firearms. Knowledge is power and Travis and his team have that knowledge.

Thanks,
Bradley Long
(540)331-0588
bdad04@hotmail.com

Sent from my T-Mobile 5G Device
Get Outlook for Android

November 8, 2021

Byron Brill & Kathleen Kanter

964 Bowmans Mill Rd

Middletown, VA 22645

Dear Mr. Petty

We would like to express concerns over the proposed special use permit for a shooting range to be located on Water Plant Rd. We are a landowners, our home is approximately one mile southwest of the proposed site.

1. While it is listed as 'private'. This could be a private club with 1000 members. Is this not a possibility?
2. Concern that the hours listed are long and every day. This could present a noise issue, every day all day.
3. I would assume the location of this property, on a busy road, and with the proximity to Interstate 81 and 66, would pose a safety issue for VDOT.
4. How long is a special use permit granted for? If a special use permit is issued, what is the recourse if this project becomes a public nuisance?

We feel like we must oppose this project pending resolution of these questions.

We are unable to attend due to a recent surgery. We would respectfully ask this letter be read and put into the minutes of the planning commission meeting.

Thank you

Byron Brill and Kathleen Kanter

Joe Petty

From: Ashley Sonntag <ashleysonntag@gmail.com>
Sent: Monday, November 8, 2021 7:48 PM
To: Joe Petty
Subject: Nov. 10th, 2021, Public Hearing Information
Attachments: General Documentation.zip

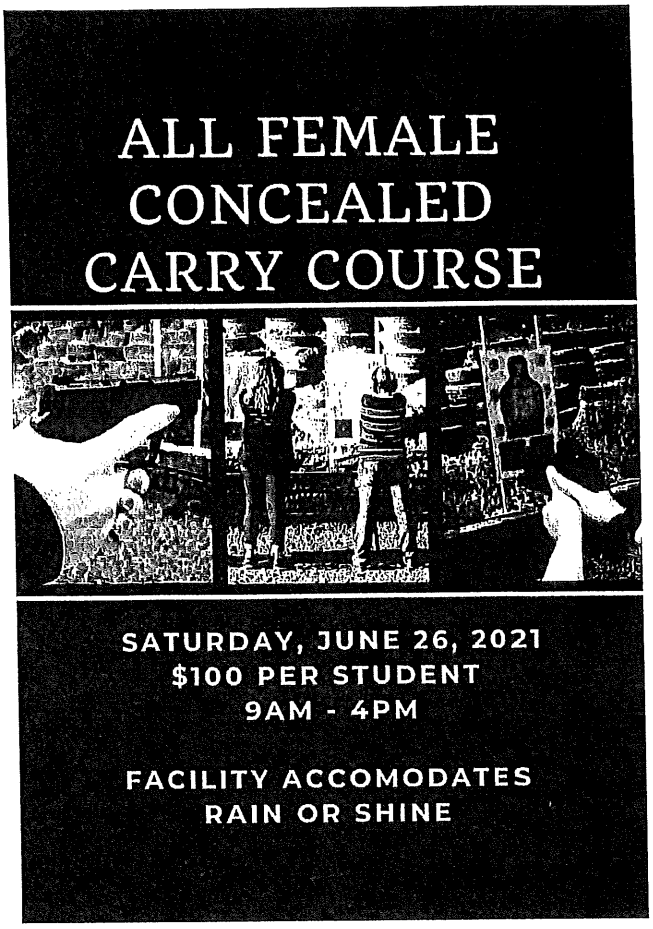
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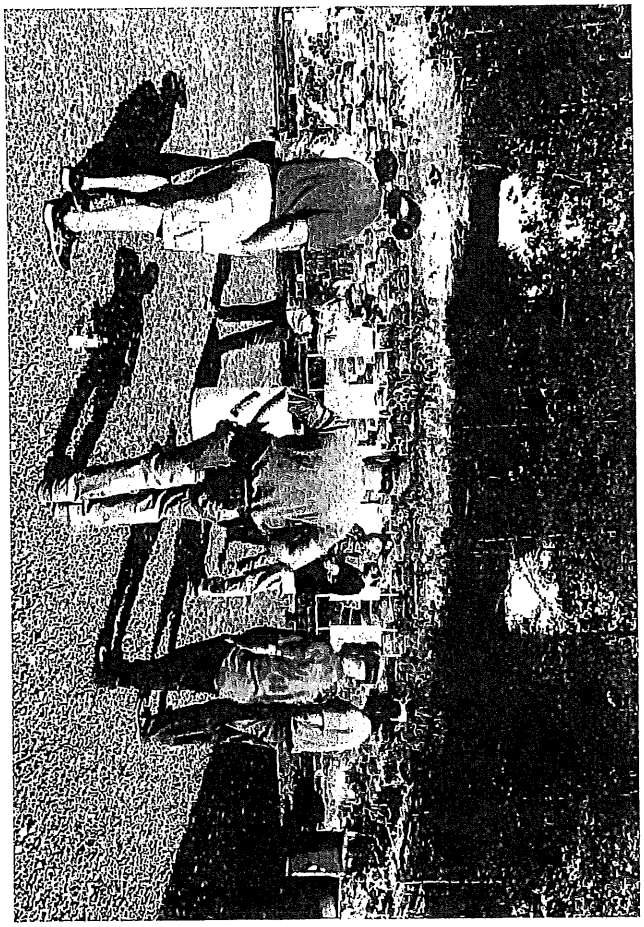
My name is Ashley Sonntag, and I am the Operations Manager and Curator for the Cedar Creek Battlefield Foundation, a preservation Partner at the Cedar Creek and Belle Grove National Historical Park in Middletown, Virginia. I am writing to you today to share some information about recent activity regarding a property which has applied for a Conditional Use Permit (applicant Travis Dodson of Middletown Firearms) and will be a subject of discussion at the Planning Commission Hearing on November 10th. Late last week it came to my attention that a class had been scheduled for Saturday November 6th (with non-refundable payments collected) for a course located at the property in question. While driving on Water Plant Road (and in the adjoining neighborhoods) in the late afternoon and early evening on November 6th, activity from the applicant's property was very evident. Attached you will find two videos documenting this activity (a few seconds each though the activity itself lasted intermittently for hours), the times of the documentation, a photo of the public hearing announcement at the property entrance showing that this activity was taking place while aware of the pending hearing, as well as screen grabs from the business's social media promoting this course (and others throughout 2020 and 2021). In this file is also a number of screen grabs of the registration forms and course schedule for the remainder of 2021, for which registrations have most likely been collected in advance. The information in these screen grabs is all accessible by the public through the applicant's own internet activity. Thank you for your patience and diligence with this matter, and I hope this documentation assists in creating a more complete record in advance of the November 10th Planning Commission Meeting. I hope you have a pleasant evening,

Saturday Activity.zip

SONNTAG ATTACHMENTS (6 PAGES)







/upcoming-courses

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How We Started
Hours & Location
Our Services

Upcomir rses 2021...

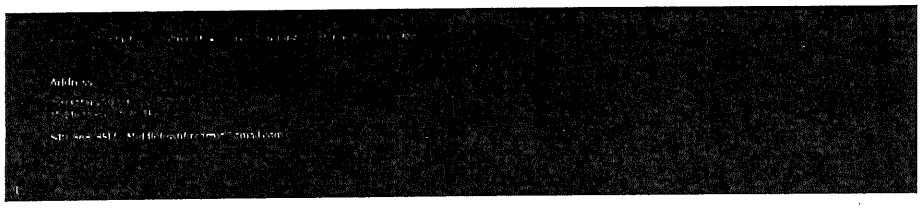
August 21, 2021	Concealed Carry Live Fire	Middletown, VA	Sign Up
August 28, 2021	ALL FEMALE Concealed Carry - Live Fire	Middletown, VA	Sign Up
September 4, 2021	Defensive Shotgun	Middletown, VA	Sign Up
September 11, 2021	Red Dot Pistol	Middletown, VA	Sign Up
September 18, 2021	Concealed Carry Live Fire	Middletown, VA	Sign Up
September 25, 2021	Defensive Rifle 1	Middletown, VA	Sign Up

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	November 6, 2021	Concealed Carry Live Fire	Middletown, VA	Sign Up
	December 4, 2021	Concealed Carry Non-Live Fire	Middletown, VA	Sign Up
	December 12, 2021	Red Dot Pistol	Middletown, VA	Sign Up
	December 18, 2021	Concealed Carry Live Fire	Middletown, VA	Sign Up



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Middletown Firearms LLC
August 18

Women are on the rise for new firearm ownership. With that ownership comes the responsibility of knowing how to safely and effectively operate your firearm

Join us for our next Concealed Carry Permit Course as we work together and teach you how to become that confident protector for your loved ones and yourself.

We'll dive into a deep discussion during the morning for our classroom portion, answering your questions on the how's, the whats, and the why's.

After lunch, it's range time!
Your learn, hands-on, what it takes to land effective hits on target.

We'll finish off the day back in the classroom going over the permit application process and getting your documentation in order.

Join the PACK
https://www.middletownfirearms.com/upcoming-courses
Or
https://www.acraitness.xyz/

FEE: $125

What to Bring

- Open Mind and Positive Attitude
- Working Handgun
- Two (2) Magazines
- *Holsters are not mandatory for this course as we will be conducting live fire from ready positions.
- 100 rounds of ammunition minimum (welcome to bring more). Every shot will be accounted for.
- Eye and Ear Protection (electronic provided)
- Notepad and Pen
- Drinks/Snacks/Lunch

Join the PACK
https://www.middletownfirearms.com/upcoming-courses
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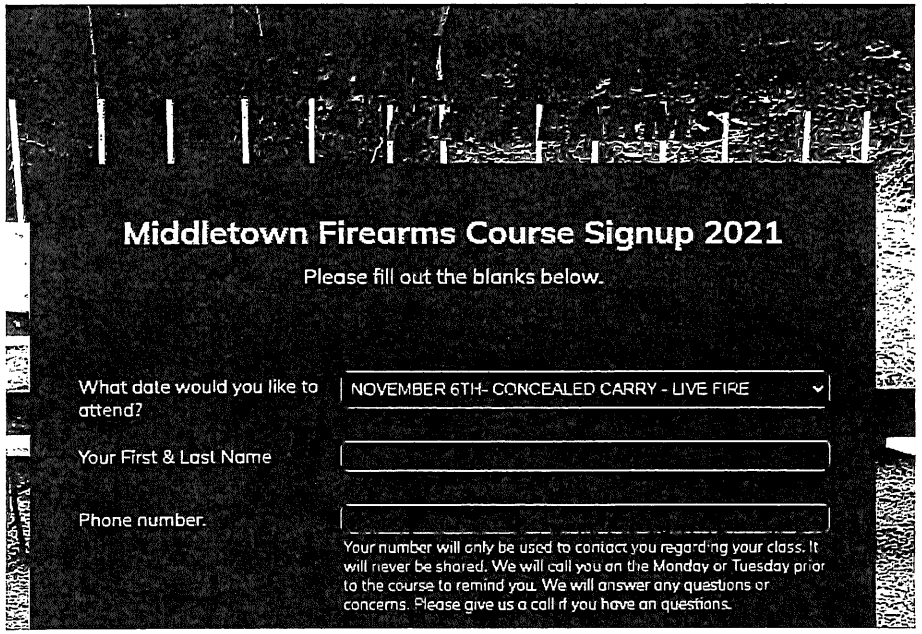
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	October 2, 2021	Concealed Carry Non-Live Fire	Middletown, VA	Sign Up
	October 2, 2021	Pistol Movement	Middletown, VA	Sign Up
	October 10, 2021	Defensive Handgun 1	Middletown, VA	Sign Up
	October 16, 2021	Kalash Koncepts	Middletown, VA	Sign Up
	October 23, 2021	Defensive Handgun 2	Middletown, VA	Sign Up
	November 6, 2021	Concealed Carry Live Fire	Middletown, VA	Sign Up
	December 4, 2021	Concealed Carry Non-Live Fire	Middletown, VA	Sign Up
	December 12, 2021	Red Dot Pistol	Middletown, VA	Sign Up



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Middletown Firearms LLC
July 7

Ready to get your spetsnaz on ?

We have just 3 spots remaining for this course! Hurry!! These won't last long !!

Register Today
https://www.adroitness.xyz/

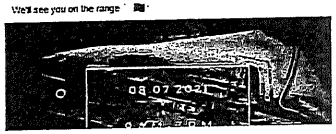
Gear list
✓Your AK variant in 7.62, 5.45, or 5.56
✓Open mind and positive attitude
✓Three (3) Magazines
✓Magazine Pouch, Chest Carriers (Optional, pants pockets will work)
✓Sling Mandatory (Two Point Recommended)
✓250 rounds of ammunition minimum (welcome to bring more!!!) We like to shoot
✓Eye and Ear Protection(Electronic Provided)
✓Drinks/Snacks/Lunch

Course Objectives
✓Firearm Safety
✓Zeroing
✓Ready Positions
✓Hold Over
✓Loading/Unloading
✓Shooting Positions/SLAV SQUAT
✓Reloading
✓Malfunction Clearing
✓ballistic demonstration
✓target identification
✓multiple targets

Register Today
https://www.adroitness.xyz/

Questions ? ? ? Drop a line
Info@adroitness.xyz or visit CONTACT page on the website
https://www.adroitness.xyz/

We'll see you on the range !



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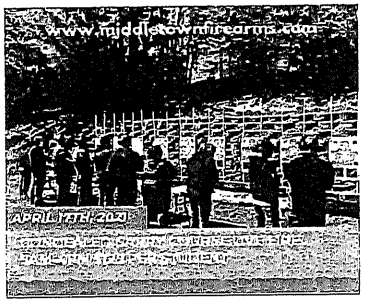
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April 5 ·

Weather is turning warmer and our next concealed carry course is right around the corner! Sign up link below.

https://form.jotform.com/203436913758159



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Lance Cardaro Hi ...where is the live fire training held?
30w

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Author
Middletown Firearms LLC Lance, at our private range here in Middletown.
30w

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Steven Meszaros Well it sucks that I'll be in Tennessee that weekend. Best of luck on your weekend anniversary
12w · 1

Author
Middletown Firearms LLC Steven Meszaros Thanks Sir! Have a safe trip!
12w · 1

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Middletown Firearms LLC
August 2

See marked improvement in your shooting performance in just one day!

LEARN MORE/REGISTRATION
https://thomasschunz022.ipages.co/pistol-movement

If you're a shooter looking to dramatically improve your skills...

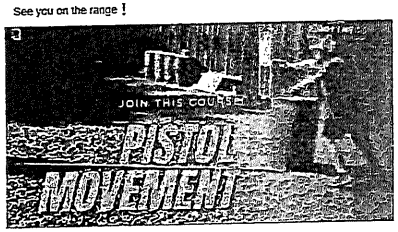
Or an advanced shooter who has hit a plateau...

Our Pistol Movement course is perfect for you.

Unlike standard pistol courses, we dive deep into the details of moving while shooting and teach you how to land effective hits on target with your sights in motion

Join us for our most sought-after pistol course on August 15th from 12pm till 5pm.

See you on the range !



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Middletown Firearms LLC
April 26

Join us for our pistol movement workshop where you can learn a practical skill while making effective hits on target. We look forward to seeing you there!

Sign up
https://www.adroitness.xyz/



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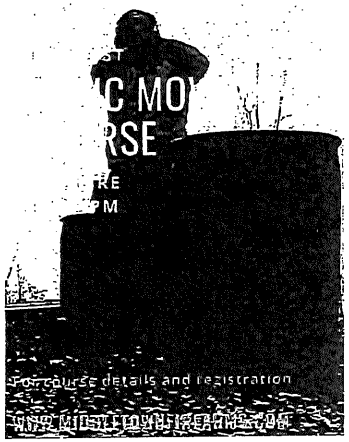
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SOLD OUT QUICK!!!
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Middletown Firearms LLC
January 25

Hope to see you there! Message us for more information!



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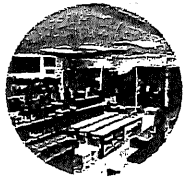
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Middletown Firearms LLC
December 5, 2020

What an amazing group of people! This was a great way to end the last co-ed class of 2020! We enjoyed having everyone and hope you all pass this knowledge on to your friends and family. See you all again hopefully next year!



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Middletown Firearms LLC
March 15

Hello Ladies! You all asked for it and here we are delivering. We hope to see you all there!



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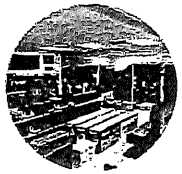
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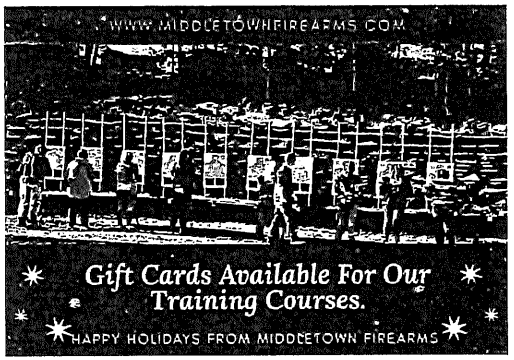
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Middletown Firearms LLC
December 23, 2020

We have many types of classes setup for next year on our courses page. This is a great gift for you, your friends and/or family!



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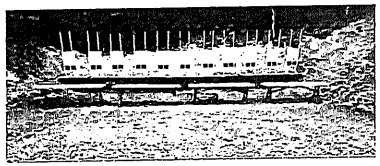
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Middletown Firearms LLC
August 8, 2020

We now take online payment for our classes. Links are @ http://www.middletownfirearms.com/firearm-courses.html We have quickly filled up spots in our classes but still have remaining seats available till the end of the year. Here are some of our classes that still have spots available. Note that some of these classes only have a couple spots left. Also, the All Female courses for Sept 12th is filled so there is only one more chance this year. See below for more course dates.

All class information is on the website including prices.
CHP= Concealed Handgun Permit

AUGUST 22ND Youth Firearm Safety Class- LIVE FIRE
AUGUST 29th CHP- NON LIVE FIRE
SEPTEMBER 5TH BASIC DEFENSIVE CARBINE
SEPTEMBER 19TH CHP- NON LIVE FIRE
SEPTEMBER 26TH CHP- LIVE FIRE
OCTOBER 3RD BASIC DEFENSIVE SHOTGUN
OCTOBER 10TH CHP- NON LIVE FIRE
OCTOBER 17TH YOUTH FIREARM SAFETY CLASS-LIVE FIRE
OCTOBER 24TH CHP- LIVE FIRE
OCTOBER 30TH, 31ST, 32ND NRA PISTOL INSTRUCTOR
NOVEMBER 7TH INTERMEDIATE DEFENSIVE PISTOL
NOVEMBER 14TH CHP- NON LIVE FIRE
NOVEMBER 21 CHP- LIVE FIRE
DECEMBER 5TH CHP- LIVE FIRE
DECEMBER 12TH CHP- LIVE FIRE (ALL FEMALE)
DECEMBER 19TH YOUTH FIREARM SAFETY CLASS-LIVE FIRE



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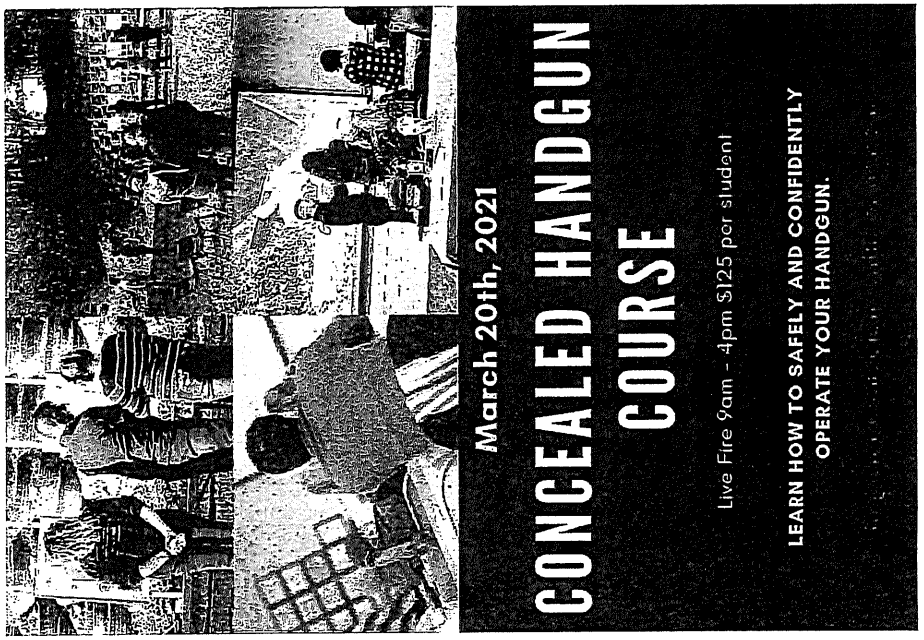
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November 19, 2020

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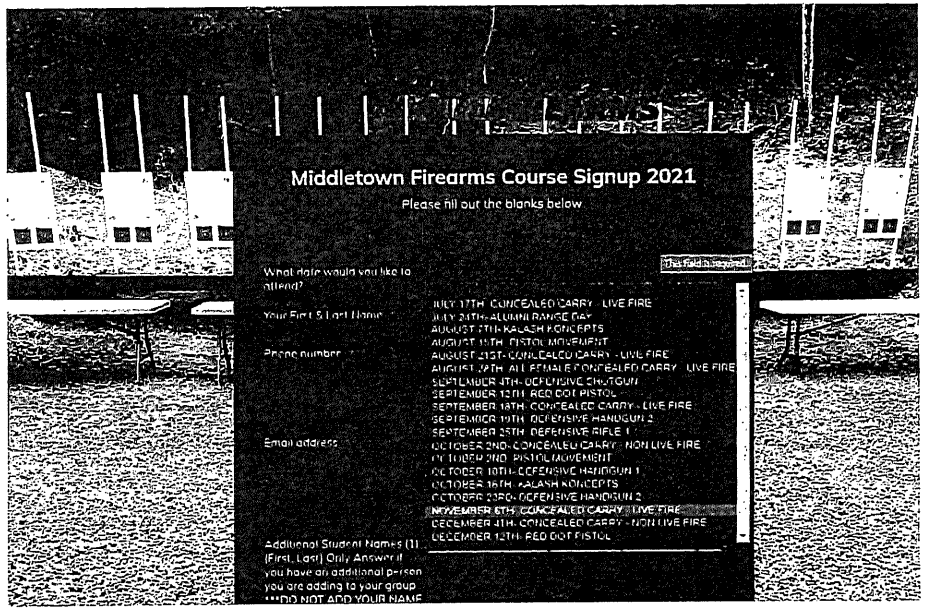
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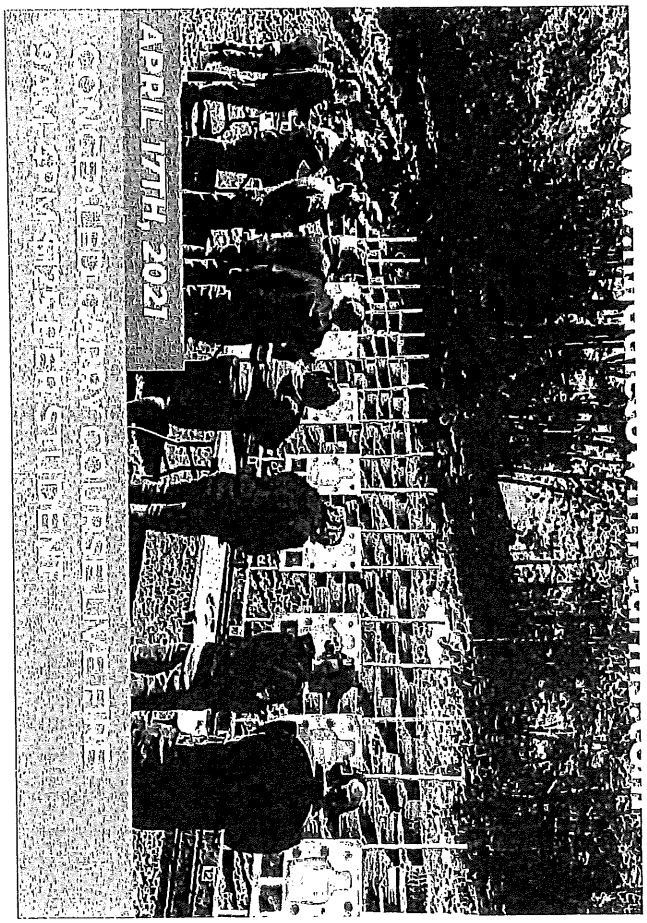
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Joe Petty

From: Lee Meyer <lmeyer.sundown@gmail.com>
Sent: Tuesday, November 9, 2021 8:25 AM
To: Joe Petty
Subject: Comments Regarding Proposed Special Use Permit

Dear Mr. Petty,

I am a resident of Warren County and represent the County on the Federal Advisory Commission for Cedar Creek-Belle Grove National Historical Park. It has come to my attention that Travis Dodson has applied to the Planning Commission for a Special Use Permit to operate a commercial shooting range, 7 days a week, at 650 Water Plant Road.

Due to the negative impact this range will have on Park operations, I am opposed to granting Mr. Dodson this permit. Warren County is a special place with portions of two National Parks in our borders. The NPS staff, partners, such as Belle Grove Plantation, and volunteers of Cedar Creek-Belle Grove have worked hard to enhance the visitor experience since the park began operations.
They have created a driving tour, which begins along Water Plant Road and covers key sites in the Warren County section of the Park. There are also walking trails, which include a stop at the 8th Vermont Monument, one of the few monuments in this Park. The possibility of constant gun fire every day of the week has the impact of keeping visitors away from these areas, due to concerns for their safety. I personally have promoted visits to these areas which are some of the best in the Park, and I am concerned about how this visitation will be affected and reduced.

I hope you will consider my comments and have provided my cell phone number below if you have any questions. Thank you.

Sincerely, Elizabeth (Lee) Meyer
Cell phone: 540-514-6471

Joe Petty

From: Kimberly Andrick <andricksgifts@yahoo.com>
Sent: Wednesday, November 10, 2021 12:35 PM
To: Joe Petty
Subject: Shooting range

Hello Mr. Petty
I am Larry Andrick living at 2605 Long Meadow rd. and I am against the shooting range.that they are trying to open about a 1/2 mile from my residence. I was planning on coming to the meeting tonight but am out of town until tomorrow. I am not anti gun, just anti noise, make it an indoor shooting range and then it wouldn't be a problem. If they recently bought this residence with the intensions of putting a range there, you would think that they would have got the permits before buying the property. If I'm right I think they just recently bought this property at auction. Please don't make our quiet neighborhood into a loud shooting range.
Thank You
Larry Andrick

National Trust *for* Historic Preservation
Save the past. Enrich the future.

BELLE GROVE PLANTATION

SENT VIA EMAIL TO JPETTY@WARRENCOUNTYVA.NET &
PLANNING@WARRENCOUNTYVA.NET

November 10, 2021

Joe Petty, Planning Director
County of Warren
Planning and Zoning Department
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

Re: Objection to Conditional Use Permit (2021-10-02), 650 Water Plant Road, Middletown, VA 22645 (Warren County Tax Map #s 1-3-AA, 3A, & 3)

Dear Mr. Petty:

The National Trust for Historic Preservation and Belle Grove, Inc. oppose approval of conditional use permit application number 2021-10-02 for 650 Water Plant Road (the "Property"). The permit seeks to operate the Property as a Commercial Outdoor Recreation Operation which includes an outdoor gun training facility. In our view, it is inappropriate to locate such a facility adjacent to the Cedar Creek and Belle Grove National Historical Park (the "National Park") due to the noise generated by an outdoor gun training facility and the danger created to the public using the park's various historic sites, trails, and driving tours. Within the National Park, the National Trust owns the National Historic Landmark District Contributing Property known as Belle Grove along with 280 acres of property all of which is operated by Belle Grove, Inc. as a historic site open to the public. The National Trust and Belle Grove, Inc. are both key legislative partners of the National Park Service and are tasked with protecting, preserving, and interpreting park resources by virtue of our ownership of significant acreage within the National Park. With the other National Park partners, we have made a commitment to a shared preservation ethic and a willingness to provide visitor services and public access.

One of the key components of the National Park's significance is that it offers panoramic views of the mountains, natural areas, waterways, and pastoral surroundings that convey an aesthetic and historic sense of life in the Shenandoah Valley. The National Park also provides visitors with an inspiring setting of great natural beauty, while also offering outstanding opportunities to appreciate that beauty in a tranquil environment in an ever-expanding suburban area. The National Trust and Belle Grove, Inc. oppose the operation of the Property as an outdoor gun training facility because the proposed use will degrade the context and setting of the National Park. The proposed facility will have a detrimental effect on visitation to our property and to the entire National Park by eroding the public's opportunity to experience its pastoral setting as a component of learning about the history of the development of the Shenandoah Valley. Reductions in the number of visitors to the National Park will have direct negative impact on Belle Grove's business operations and will have negative economic impacts through loss of business to local establishments providing services to park visitors.

The Watergate Office Building 2600 Virginia Avenue NW Suite 1100 Washington, DC 20037
E info@savingplaces.org P 202.588.6000 F 202.588.6038 SavingPlaces.org

It is our understanding that the applicant operated this facility this past summer and that staff and visitors at Belle Grove could easily hear firing of gunshots from this facility. Furthermore, we understand that visitors to the National Park expressed concern for their personal safety using certain trails because of the nature and intensity of the gunfire at the Property.

In addition to the impacts described above, the National Trust and Belle Grove, Inc. believe that operation of the Property as an outdoor gun training facility in close proximity to the National Park is also inconsistent with Warren County's key planning documents, particularly the 2013 Comprehensive Plan and the 2018 Strategic Vision. On its face the operation of an outdoor gun training facility directly contradicts the County's vision statement which seeks to "[p]reserve the quality of [the County's] clean water, air, natural resources and scenic landscape." See 2018 Strategic Vision at Page 4. The operation of an outdoor gun training facility is also inconsistent with three of the Comprehensive Plan's core strategies:

First, the County places a high priority on tourism and emphasizes the use of zoning tools to protect historic sites, viewsheds, and buffers to the Shenandoah River, Shenandoah National Park, battlefields, and the Appalachian Trail. See 2018 Strategic Vision at Page 13. The County also places a high priority on economic development projects that improve the quality of life and maximize the County's natural resources and built assets such as the National Park. See 2018 Strategic Vision at Page 12. Third, under the 2018 Strategic Vision at page 6 the County seeks to direct development in places where infrastructure supports growth and away from sensitive environments with particular attention to using design guidelines and zoning to ensure that development is compatible with the County's historic character and that scenic viewsheds are preserved particularly from the National Park. In our view, operation of an outdoor gun training facility through its noise impacts and any real or perceived threats to safety is incompatible with the historic character of the National Park and will degrade the quality of the visitor experience at historic sites and trails in the National Park, generating negative economic impacts on those sites and on to local business due to reduced park visitation.

The operation of the Property as an outdoor gun training facility also conflicts with many of the goals and needs stated in the 2013 Comprehensive Plan, specifically those contained in Chapter 4, Land Use and Development. For example, on page 5 of Chapter 4 of the 2013 Comprehensive Plan, the County expressly identifies the need to preserve Warren County's rural character which includes open space and agricultural and forested lands along with the need to improve cultural and recreational amenities such as parks and historic sites. Installation of an outdoor gun training facility in close proximity to the National Park is inconsistent with the preservation and improvement of one of the County's primary existing recreational assets. It is also an expressed goal of the 2013 Comprehensive Plan to "[u]tilize public lands as a resource in maintaining the County's rural character," which is articulated through the objective of "[w]ork[ing] with the National Park Service to ensure an equal partnership in the use and management of common resources and common concerns." To implement this goal and objective the County further states in the 2013 Comprehensive Plan that the National Park (along with Shenandoah National Park and George Washington National Forest) should "assist Warren County in providing resource management providing the County with open space and aid in maintaining the community's rural character." The 2013 Comprehensive Plan goes on to state that "[t]hese areas also serve as an economic development tool of the tourist industry. Each year, thousands of people visit ... [the National

Park] and many [visitors] contribute to the local economy during their visit. Continued cooperation between the County and the federal agencies overseeing these lands is crucial in meeting many of this plan's goals." The National Park Service is opposed to the proposed use of the Property for many of the same reasons the National Trust and Belle Grove, Inc. express in this letter, and we hope that the County will take into consideration the National Park Service's view in addition to our views as long-term partners of the National Park.

Thank you for this opportunity to provide comments on the permit.

Sincerely,

Katherine Malone-France
Chief Preservation Officer
National Trust for Historic Preservation

Kristen Laise
Executive Director
Belle Grove, Inc.

cc: Karen Beck-Herzog, Site Manager, Cedar Creek and Belle Grove National Historical Park



SHENANDOAH
★★ VALLEY ★★
BATTLEFIELDS
NATIONAL HISTORIC DISTRICT

Shenandoah Valley
Battlefields Foundation

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Keven M. Walker
Chief Executive Officer

The Shenandoah Valley Battlefields Foundation is the managing entity of the federally designated Shenandoah Valley Battlefields National Historic District.

SENT VIA EMAIL TO JPETTY@WARRENCOUNTYVA.NET &
PLANNING@WARRENCOUNTYVA.NET

November 10, 2021

Joe Petty, Planning Director
County of Warren
Planning and Zoning Department
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

Re: Conditional Use Permit (2021-10-02), 650 Water Plant Road,
Middletown, VA 22645 (Warren County Tax Map #s 1-3-AA, 3A, & 3)

Dear Mr. Petty:

The Shenandoah Valley Battlefields Foundation, acting as the congressionally designated managing entity of the Shenandoah Valley Battlefields National Historic District, has been asked to register an opinion concerning the above referenced conditional use permit.

The use of Warren County tax parcels 1-3-AA, #A, & 3 as an outdoor shooting range and firearms training facility has been of great concern to the preservation community and the legislated partners of the Cedar Creek and Belle Grove National Historical Park. The solemnity of the Cedar Creek Battlefield; the sense of place that Cedar Creek's preserved landscape provides visitors; and the historic integrity of the historic sites within the Park boundary are of paramount importance and the battlefields foundation stands with its partners to work with localities to that end.

The Cedar Creek Battlefield is one of the most endangered battlefield landscapes in the country and continued development within the park boundary further erodes this nationally significant historic site. The Shenandoah Valley Battlefields Foundation strongly encourages the Warren County Planning Commission to take into consideration the historic significance of the Cedar Creek Battlefield and to refer to existing planning documents related to Warren County's commitment to the preservation of the Cedar Creek Battlefield. The Battlefields Foundation takes no position regarding conditional use permit 2021-10-02.

Sincerely,

Keven M. Walker
Chief Executive Officer

33 NAMES

Outdoor Recreation Facility 650 Water Plant Road

I support the development and use of an outdoor recreational facility at 650 Water Plant Road.

First Name	Last Name	Address	Signature
GARY	WHITE	610 GAFIA Lodge Rd. MIDDLETOWN, VA.	Gary R White
Daniel	Morgan	716 Gafia lodge Rd Middletown, VA	
Zoë	Morgan	716 Gafia Lodge Rd Middletown, VA	Zoe Morgan
Dan Funk	Funk	1573 Beamans Mill Rd Middletown VA	
Joan	Funk	2795 Long Meadow Rd. Middletown	
Dorsey	Funk	2997 Long Meadow Rd Middletown VA	
Bonnie	Mitchell	2794 Long Meadow Rd Middletown	Bonnie Mitchell
JOE	MITCHELL	2794 LONG MEADOW RD MIDDLETOWN	
Allyson	Reid	2794 Long Meadow Rd Middletown	
Amy	Adams	2348 Long meadow rd Middletown	
Brian	Adams	2348 Long meadow Rd middletown	
ADAM	KELP	390 GAFIA LODGE ROAD MIDDLETOWN	
Ken	Logan	1974 Long Meadow Rd Middletown	
Roland Cullers	Cullers	1609 Commonwealth Dr Front Royal	
Robert E Grauer	Grauer	2052 Reliance Rd Middletown VA	
Joseph	Dickman	576 Rocky Ln Front Royal VA	
Roger	Robinson II	2974 Reliance Rd. Middletown, VA	
Gary	Simms	232 Bluebird Dr Stephens	
Dana	Taylor	232 Bluebird Dr Stephens City	
Greg	Simms	17719 Tawney Town Rd Bunker Hill	
MIKE	SIMMS	117 lime marl rd Berryville	
CATHY	SCHUCKER	519 McCoys Ford Rd Front Royal, VA	
JAMES	BAKER	2408 Green Briar Rd middletown	
Sam	Stockes	141 Whippoorwill Rd. Front Royal	
DENVER	DRAIN	3639 Fairhandle Rd. Front Royal	
Nick	Fortunato	2598 Long Meadow Rd Middletown VA 22645	
Dwayne	Cotton	2696 Long Meadow Rd Middle VA 22645	
Richard	Thomas	7 Woodtown Ave Front Royal VA	
Charles	Henson	608 Skyline View Dr, Front Royal 22630	

29

Outdoor Recreation Facility 650 Water Plant Road

I support the development and use of an outdoor recreational facility at 650 Water Plant Road.

First Name	Last Name	Address	Signature
Roy	Nichols II	371 Catletts Ford Rd Middletown VA 22645	
Helen	Dodson	3141 Longmeadow Rd middletown VA	Helen J. Dodson
Richard	Dodson Jr	708 Crosby Rd Front Royal	Richard J Dodson Jr
Jackie	Stocker	141 Whippoorwill Rd, Front Royal,	Jackie Stocker

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
12/14/2021	N-17	Conditional Use Permit #2021-10-07 Edwin Wright *Commercial Campground*	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.

Planning Commission Move to Approve:

Mrs. Richardson moved to forward this application to the Board of Supervisors, recommending denial due to an inadequate infrastructure for roads and water. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 3-1 with Mr. Longo voting against the motion to deny. Mr. Henry was absent.

1. The applicant shall comply with all Warren County Health Department, Virginia Department of Transportation, Warren County Building Inspections, and Warren County Fire and Rescue regulations and requirements.
2. A commercial campground site plan shall be approved by the Planning Department.
3. An open burning management plan shall be submitted to the Warren County Fire Marshall and Planning Department.
4. A woodland management and preservation plan shall be submitted to the Virginia Tech Cooperative Extension office for review and submitted with the site plan.
5. The property shall comply with the County's noise ordinance in Warren County Code Section 123.
6. All events associated with the campground must be within the hours of 9:00AM and 10:00PM.
7. The only access to the property for the commercial campground shall be off of Gooney Manor Loop with an approved VDOT entrances.
8. Any buildings constructed on the property for the Commercial Campground shall be cohesive with the agricultural and rural nature of the surrounding area in their appearance.
9. The total number of campsites shall not exceed 100.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Commercial Campground for advertisement of a public hearing.

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

Conditional Use Permit: 2021-10-07 / Commercial Campground
Edwin Wright/The Dryer Farm LP, *Applicant /Current Owner*
Staff Report for the Planning Commission
Prepared: September 29, 2021
Staff Contact: Matt Wendling, Deputy Planning Director

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a Commercial Campground on his family's property in Browntown. The property has been owned by his family since the 1950's and Mr. Wright will be the acting farm manager of the property and campground. The property is 153+ acres and is currently accessed by Gooney Manor Loop which is a rural state road (Rt. 631). The applicant is requesting to have 100 primitive campsites to allow for tents and small campers. The campers would be owned by the campground and be permanently parked, serviced and maintained by the property owners. The applicant plans to construct pad sites for camping and have centrally located portable restrooms and bathing facilities service the campsites. The applicant is also applying for a Conditional Use Permit for a Rural Event Facility on this property. The applicant will need to comply with all supplemental regulations for this use, including the County's other ordinances such as noise and lighting and any outside agency regulations in the establishment of the use which includes a site plan approved by the County Planning Department.

PROPERTY INFORMATION

Property Location: Gooney Manor Loop
Tax Map ID: #47, Parcel 12
Zoning: Agricultural (A)
Magisterial District: South River
Acres: 153.73
Existing Land Use: Woodlands/Pasture
This area of the County has not been mapped by FEMA; the property is designated as a Non-Floodzone "X"

SURROUNDING ZONING DISTRICTS & USES

North:	Agricultural (A)	Use: SFW with Pasture/Woodlands
South:	Agricultural (A)	Use: SFW with Woodlands
East:	Agricultural (A)	Use: SFW with Woodlands
West:	Agricultural (A)	Use: SFW with Woodlands

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district. There are no code violations showing in our permit/plan management system.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural land uses. Commercial Campgrounds are permitted in both the Agricultural and Commercial zoning districts by conditional use permit. Chapter 4 Growth - Management/Land Use, Section 4 identifies goals and objectives in maintaining the Rural Character and Agricultural Preservation the areas of the County currently zoned Agricultural. The applicant intends to incorporate approved woodland management practices in the design of the campground such that it doesn't significantly impact the viewshed and natural resources of the property and for the purpose of preserving much of the forest and wooded areas. A proposed general development sketch plan is included in your packets.

OUTSIDE AGENCIES

The request has been sent to VDOT, the Warren County Health Department, Warren County Building Inspections, Warren County Fire and Rescue, and the Warren County Sheriff's Office for review. Their comments will be incorporated into this staff report and into the conditions prior to the public hearing.

PROPOSAL:

To allow for a Commercial Campground for 100 primitive camping sites to be established on the property identified on Tax Map 47 as parcel 12.

Definition for Commercial Campground and Commercial Camping:

COMMERCIAL CAMPGROUND

A plot of ground upon which 10 or more-unit spaces are located, established or maintained, whether or not a fee is charged, for occupancy by a major recreational vehicle or components under the control of a major recreational vehicle.
[Added 1-16-1996]

COMMERCIAL CAMPING

Ten or more major recreational vehicles used for living, sleeping or other occupancy on any lot or combination of lots under one ownership

Supplemental regulations for Commercial Campground:

§ 180-41 Commercial campgrounds.

A. Intent. These provisions are intended to ensure that recreational vehicles and tents within parks are operated in a safe and healthful manner.

B. Status/requirements.

(1) Commercial campgrounds are subject to conditional uses permitted only in specifically named zoning districts. Except as otherwise provided in this chapter, a recreational vehicle used for dwelling purposes outside of a legally established and operated recreational vehicle park shall constitute a violation of this chapter.

(2) In addition to conditional use requirements, recreational vehicle parks are subject to the site plan requirements of this chapter. Notwithstanding other site plan requirements of this chapter, site plans for commercial campgrounds shall be drawn to a scale of not less than one inch equals 20 feet, shall be sufficient for the Zoning Administrator to determine that regulations of this chapter can and will be satisfied and shall include information describing surrounding land use, zoning, topography and vegetation. Site plans shall indicate all proposed streets, utilities and structures with specifications to indicate compliance with the provisions of these regulations.

C. Standards.

(1) Density standards.

(a) No commercial campground shall contain more than 100 nor fewer than 10-unit spaces. The minimum unit space area shall be 1,800 square feet. The density of spaces provided for units shall not exceed 15 spaces per gross park acre and no one acre shall exceed 20 RV unit sites. **The applicant is requesting 100 camping spaces.**

(b) The minimum area required for application and institution of a commercial campground shall be 10 contiguous acres. **This lot is in excess of the 10 acres minimum requirement.**

(2) Proximity standards. Units shall be separated from each other and from other structures by a minimum of at least 20 feet. For purposes of this separation requirement, any accessory structure such as attached awnings, carports or individual storage facilities shall be considered a part of the unit. **The pad sites may include a picnic table and designated camping area for tents or small campers.**

D. General requirements.

(1) Hazardous conditions.

(a) Condition of soil, groundwater level, drainage or topography shall not create hazards to the property nor to the health or safety of the occupants.

(b) RV unit sites shall be well drained and shall not be exposed to objectionable smoke, noise, odors, subsidence, erosion or other adverse conditions.

(2) Other vehicles. The recreational use of motor bikes, trail bikes, motorcycles, all-terrain vehicles and similar vehicles within a commercial campground is hereby prohibited, unless permission has been specifically granted in conjunction with the conditional use permit approval.

(3) Internal roads. Roads shall be constructed of a dust-free surface which is adequate for the types of vehicles to be accommodated and shall be approved by the Board of Supervisors.

E. Design standards.

(1) Trees. At least 75% of the developed unit spaces shall be within areas sufficiently wooded to provide adequate shade for the unit space and camouflage from public view.

(2) Buffer. In designing the campground, the applicant shall provide a minimum of 50 feet of undeveloped land along the total perimeter of the proposed site.

(3) Dust control. Exposed ground surfaces in all parts of commercial campgrounds shall be paved or covered with crushed stone or gravel or protected with a vegetative growth that is capable of preventing soil erosion and eliminating objectionable dust.

(4) Commercial sites. Sites for structures which will serve as commercial convenience centers shall be no larger than 10% of the total commercial campground or one acre whichever is the lesser.

(5) Refuse disposal. Refuse collection receptacles shall be provided at locations within 150 feet of all recreational vehicle sites. Such receptacles shall be emptied at least twice weekly, and all refuse shall be transported from the campground and disposed of in accordance with all applicable state and County laws and regulations. **The applicant plans to have a central collection site with bear-proof trash collection containers which will then collected and transported to the Warren County Transfer Station as needed or at least twice weekly.**

F. Sanitary stations.

(1) Stations required. Each commercial campground shall provide sanitary station(s) for the adequate and safe disposal of sewage from RV holding tanks. Such stations shall be constructed in accordance with the adopted Building Code[1] for Warren County and applicable state regulations. A minimum of one station shall be provided for each 100-unit spaces. **The applicant plans to use portable bathroom and shower facilities for the first two years and then install 2 to 4 permanent structures after two years. These locations will be shown on the site plan submitted to the Planning Department.**

(2) Screening. Sanitary stations shall be screened from other activities by visual barriers such as solid fences or walls and shall be separated from any unit space by a distance of at least 50 feet.

(3) Portable toilets. In no case shall portable toilets be permitted within a commercial campground.

G. Service buildings. Each commercial campground shall be provided with one or more service buildings which contain an adequate number of toilet and sanitary facilities. Such service buildings shall be constructed in accordance with the adopted Building Code for Warren County and applicable state regulations governing campgrounds.

OUTDOOR LIGHTING

All outdoor lighting will need to conform to the Warren County Zoning Ordinance requirements and be full cut-off fixtures pointed downward to prevent glare on adjoining properties.

RECOMMENDED CONDITIONS:

Staff recommends if the Planning Commission recommends approval of this request that the following conditions be applied:

1. The applicant shall comply with all Warren County Health Department, Virginia Department of Transportation, Warren County Building Inspections, and Warren County Fire and Rescue regulations and requirements.

2. A commercial campground site plan shall be approved by the Planning Department.

3. An open burning management plan shall be submitted to the Warren County Fire Marshall and Planning Department.

4. A woodland management and preservation plan shall be submitted to the Virginia Tech Cooperative Extension office for review and submitted with the site plan.

5. The property shall comply with the County's noise ordinance in Warren County Code Section 123.

6. All events associated with the campground must be within the hours of 9:00AM and 10:00PM.

7. The only access to the property for the commercial campground shall be off of Gooney Manor Loop with an approved VDOT entrances.

8. Any buildings constructed on the property for the Commercial Campground shall be cohesive with the agricultural and rural nature of the surrounding area in their appearance.

9. The total number of campsites shall not exceed 100.

Cc: Edwin Wright/The Dryer Farm LP, Applicant

15 September 2021

Warren County Planning Commission
220 N. Commerce Avenue
Front Royal, VA 22630

Dear Commissioners,

I am applying for a Conditional Use Permit for a Commercial Campground on my family's property in Browntown. I moved back to our farm in 2010 with the purpose of finding ways to keep it from being split up and sold off in little pieces. One of the ways I am hoping to do this is through agritourism by bringing visitors out to our land to enjoy the natural beauty and peaceful remoteness of our community, which is consistent with the goal stated in the Warren County Comprehensive Plan to 'preserve the County's rural character.' My hope is that our agritourism plans will help us afford to keep more of our land as beautiful agricultural space, will encourage our neighbors to find ways to protect their own land from unwanted residential development, and will bring visitors to our area who will contribute to our local economy without adding as much burden to traffic, public services, and amenities as full time residential occupancy.

The parcel in this application is more than 150 acres, with approximately 1.01 miles of road frontage, located around the barn at 2905 Gooney Manor Loop in Browntown (Tax Map 47 12). We would like to develop as many as 100 camp sites with a network of gravel roads and hiking paths that will give visitors access to hilltop views and several miles of hiking on our property. This parcel and our proposed camping sites meet the Warren County code requirements for tree coverage, size, spacing, and density. We plan to use existing entrances to our farm and to install additional wayfinding and agritourism signage at these entrances.

There is already one well on the property and a septic site has been approved by the health department, but has not yet been installed. We are working with a local engineering company to determine the optimal size of bathroom and shower facilities in relation to number of campsites and our

current best information is that we will build a bathroom and shower facility with its own septic field for each group of approximately 25 campsites.

Since we would like the opportunity to see how this experience goes and incorporate some guest feedback and visitation data into the location and size of permanent sites and facilities, we are asking for a 24 month period during which we can use portable trailers for bathroom facilities, which we will maintain in good repair and sanitary conditions just like any permanent facility. Our proposed permanent facilities will include 2-4 bath buildings modeled generally after those found in the National Parks and State Parks; a central pavilion and amphitheater; spaces for classes and food preparation; information stations; and a small store with general camping, grocery, and hygiene supplies for guests. These sanitary stations and service buildings will comply with regulations in Warren County Code 180-41 F and G.

It is our hope that through agritourism we and our neighbors can find alternatives to residential development and keep our agricultural districts open and appealing resources for our community and visitors alike.

Thank you,

WCCUP-000137-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-10-07
Date Received: 9-22-2021
Fee Amount: $ 500.00 CK# 8995126
Date Paid: 9-22-2021

Applicant Information:

EDWIN S. WRIGHT
Applicant Name

4151 GOONEY MANOR LOOP | BROWNTOWN | VA | 22610
Address | *City* | *State* | *Zip*

2905 GOONEY MANOR LOOP | BROWNTOWN | VA | 22610
Property Location for conditional use permit if Different than Applicant's Address

703-346-6844 | edwinwright@manorlineranch.com
Primary Contact Number | *Email*

THE DRYER FARM LP
Property Owner (if same as applicant, leave blank)

6801 WEMBERLY WAY | MCLEAN | VA | 22101
Address | *City* | *State* | *Zip*

703-556-8949
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: 2905 GOONEY MANOR LOOP BROWNTOWN VA 22610
(2) Election District: SOUTH RIVER
(3) Tax Map Number: 47 12
(4) Subdivision Name: NA
(5) Total Area of Property (acres): 153.73
(6) Total Area to be Used (acres): 153.73
(7) Total Road Frontage (feet): 1.01 MILES
(8) Depth of Property (feet): 500'+
(9) Present Zoning: AGRICULTURE

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: COMMERCIAL CAMPGROUND

(2) Current land use and condition of site: AGRICULTURE

(3) Zoning of surrounding land/property: AGRICULTURE

(4) Will development be staged? ☒ Yes ☐ No

(5) Construction Time: 1 MONTH TO 24 MONTHS

(6) Season, days, and hours of operation: YEAR ROUND, 24-7

(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: 1-4

(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: UP TO 250

(12) Number of parking spaces to be provided: Regular 100 Handicap AS NEEDED

(13) What is the proposed landscaping and buffering for this property?

EXISTING TREES AND BUSHES

C. Plans Prepared By

Name: EDWIN S. WRIGHT

Address: 4151 GOONEY MANOR LOOP BROWNSTOWN VA 22610

Telephone Number: 703·346·6844

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?)

YES. TRASH AND REFUSE WILL BE COLLECTED ON SITE AND TRANSPORTED TO BENTONVILLE WASTE TRANSFER STATION BY OWNER/OPERATOR

(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. SMOKE FROM CAMPFIRES + GRILLS DISSIPATES NATURALLY DUST FROM GRAVEL ROADS, WHEN SEVERE, CONTROLLED BY H_2O SPRAY SANITARY/SEWAGE WILL BE PUMPED OUT + REMOVED AND/OR CONVENTIONAL SEPTIC SYSTEMS WILL BE BUILT OVER TIME

(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?

INCREASE IN VEHICLE TRIPS PER DAY YEAR ROUND, MOSTLY EXPECTED ON WEEKENDS, BUT LESS THAN RESIDENTIAL SUBDIVISION

(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. ONLY DOWN FACING UTILITY LIGHTING, VARIABLE #

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.**

EXIT PARKING LOT TO NORTH // TURN R ON E. 3RD // TURN R ON N. COMMERCE (BYPASS) // TURN R ON SOUTH STREET // TURN L ON S. ROYAL // TURN L ON BROWNTOWN RD // CONTINUE PAST VILLAGE OF BROWNTOWN // VEER R ONTO GOONEY MANOR LOOP // CONTINUE TO 2905 GOONEY MANOR LOOP - CINDERBLOCK BARN ON R.

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.

Edward Aubrey — 18 Aug 2021
Applicant Signature — Date

Dana Dyer Wright, General Partner
Property Owner Signature — Date Aug 30, 2021

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



WARNING: Under Virginia law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity.

ATTENTION: Manor Line Ranch is a working farm. There are many natural and man made hazards, including, but not limited to, fencing, equipment, cows, and bears. If you want to fence with a bear, please don't, and see the above Warning before proceeding.

Welcome to Manor Line Ranch! We aim to provide a peaceful and enjoyable atmosphere for all our guests. If you have any questions before, during, or after your stay, please call Edwin Wright at 703-346-6844. If you have an emergency while staying at Manor Line Ranch, call 911. If you do not have a cell phone that works on site, please notify Manor Line Ranch staff before your stay and we will make a land line available at the event barn.

Upon arrival, please check in. Upon departure, please check out. Check in is at noon and check out is by 11am. Single day reservations are available year round, but we encourage our guests to stay long enough to relax into the experience. We have miles of hiking trails, ponds, creeks, and views that are exclusively available to guests at Manor Line Ranch, and if there's anything we can do to make your stay more enjoyable, it would be our pleasure to serve. We also have friends and neighbors who run some of the best wineries, breweries, restaurants, self care, and river experiences in the area, and we're happy to help you put together a package of activities to suit your interests.

Campground Rules and Regulations

These rules have been updated for 2021 and are subject to change. Visitors and guests should check for updated rules and regulations, especially notices regarding burn bans and water station availability when checking in. Thank you.

Health and Supplies
Please abide by social distancing and mask wearing guidelines from the CDC if you have not been vaccinated for Covid-19. Please bring your own first aid supplies and items like sunscreen. Suggested packing lists are available on request. If you forget any supplies, we have a limited variety of supplies for sale, including toiletries, ice, and coolers.

What's nearby?
We are less than an hour and a half from DC and ten miles south of Front Royal, and our valley is surrounded on three sides by the Shenandoah National Park. The Shenandoah River and the Shenandoah River State Park are just a few miles away. Within an hour drive there are around a hundred wineries, breweries, meaderies, cideries, and distilleries, as well as dozens of excellent restaurants, music venues, and markets. Our region was recently named the Dark Sky Capital of the Mid-Atlantic, and Front Royal is the Canoe Capital of Virginia. From caverns to mountain tops, we have a remarkable variety of natural beauty and experiences for you to enjoy.

Trails
We have several miles of trails available on our property, plus several in the community that enter the Shenandoah National Park. Maps available upon request, but if you set out in any direction you can follow the old farm roads around the property. We are also centrally located in a region that has millions of acres of protected lands. We have our favorites which we're happy to suggest, but beauty abounds in every direction. We encourage you to explore our trails, creeks, ponds, woods, and hilltops to your heart's content.

Alcoholic Beverages
Please drink responsibly. Guests are expected to comply with all local rules and regulations regarding the consumption of alcohol. Please do not operate vehicles, bicycles, pogo-sticks, ouija boards,etc. while intoxicated. Safety first.

Food Storage
All food must be stored in air-tight containers when not being prepared or consumed. Food waste may not be burned for disposal, and must be disposed of in airtight trash bags and removed from premises by guest or placed in designated trash receptacles on site.

Noise
Warren County has a noise ordinance restricting outdoor amplified noise and pet noise from 10pm to 7am. Guests are asked to be respectful of other guests and keep noise to a minimum. Manor Line Ranch does not have a separate noise ordinance, but if neighbors or other guests make a request for reduced noise, we require guests to comply with such requests.

Lost and Found
Please return any found items to Manor Line Ranch Lost and Found and we will make every effort to return the found items to their rightful owner. Thank you.

Children
Visitors and guests are responsible for their own children and other dependents at all times.

Pets
Pets are allowed at Manor Line Ranch. Visitors and guests are responsible for their own pets at all times. Pets must be kept on leash when visible to other guests and not allowed to roam without supervision. Pets may not be tied up outside or left unattended in vehicles at any time. Guests must clean up after their pet and are responsible for any damage done by pet to Ranch property.

Parking and Campsite Occupancy
Most of our campsites are located a short walk from the parking areas. Our goal is to give you the convenience of accessing your vehicle whenever you need, but to have all campsites be free from vehicle traffic, noise, etc. A limited number of campsites with adjacent parking are available. We also have smaller, more remote sites, and larger, group sites available by request. – please request these sites while making your reservation. First come, first served. Most of our campsites are designed to accommodate up to 1 cars, 1 tents, and 2 people per site.

Trash
Guests are expected to maintain a clean and well organized campsite at all times. At night, all debris and garbage must be bagged and stored either in guest's vehicle or in provided trash cans as to not attract animals. All debris and garbage shall be picked up and your area left clean prior to your departure. Fire ring must be free of debris and all fires must be completely extinguished before leaving the area. The Ranch will clean any campsite left in a state of disorder and the guest shall be assessed a cleaning fee of $100.00.

Fire
Fires are allowed in designated Fire Rings and BBQ grills ONLY. Guests are not permitted to burn trash or other refuse. All fires must be completely extinguished before leaving area. Please see on site bulletin board for updated information on burn bans and available water stations. Guests may not cut firewood or natural vegetation or otherwise disturb the natural beauty of the Ranch. However, guests may collect dead tree branches from the ground for the purpose of use as firewood so long as the pieces are cut or broken into pieces that fit within the designated fire ring for safety.

Firearms
No weapons may be used or transported on the property without a Hunting License issued by Manor Line Ranch.

Water, Power, and Sewer
Water stations are available around the property. These spigots are fed by well water and are safe to drink. Waste water should not be dumped or left at these water stations. Each water station is accompanied by power outlets which may be used for emergency charging of batteries, but should not be used to run lights, speakers, or other equipment. Limited bathroom and shower facilities are available and access is listed on campsite descriptions.

Non-compliance
Management reserves the right to remove any person from the Ranch property for non-compliance of any of these Rules and Regulations. Non-compliance may result in eviction, loss of camping privileges, and/or prosecution for any criminal offenses.

Provided By Mr. Wright

Facts about Campgrounds and Events Centers

Concern – Increased Traffic

Based on VDOT's 2020 data, maximum annual impact from these applications
at Browntown Rd meeting 340: 3.2% increase
on Browntown Rd in Browntown: 8.8% increase
Impact from these applications is less than 50% of impact from Residential Subdivision

Concern – Over-use of our Browntown Roads

Current Road Capacity on narrow portion of Gooney Manor Loop (from VDOT's guidelines for Rural Rustic Roads) is 1500 vehicles per day

Current use of our Rural Rustic Road is 80 vehicles per day

Future peak occasional use (current + this proposal) will be 420 vehicle trips per day

Concern – Road Improvements

Road improvements are not necessary for these applications.

Local road improvements by VDOT do not increase local taxes.

Private citizens are not allowed to modify VDOT's roads without VDOT's involvement

We have been given verbal approval to include adding gravel to the ten existing pull offs and passing areas in this narrow half mile in our VDOT entrance application.

Concern – Campgrounds and Fire Safety

The 7 public campgrounds in the South River District offer more than 600 camp fire sites including 166 on Mathews Arm right above Browntown.

Camp fires at these campgrounds (within ten miles of Browntown) are not a major source of wildfires or structure fires.

These applications add 200 camp fire sites, phased in over time

Camp fires will be limited to designated areas and will comply with local burn bans and fire regulations.

Campgrounds will be monitored regularly at all times when campers are present to ensure compliance

Concern – Water Usage

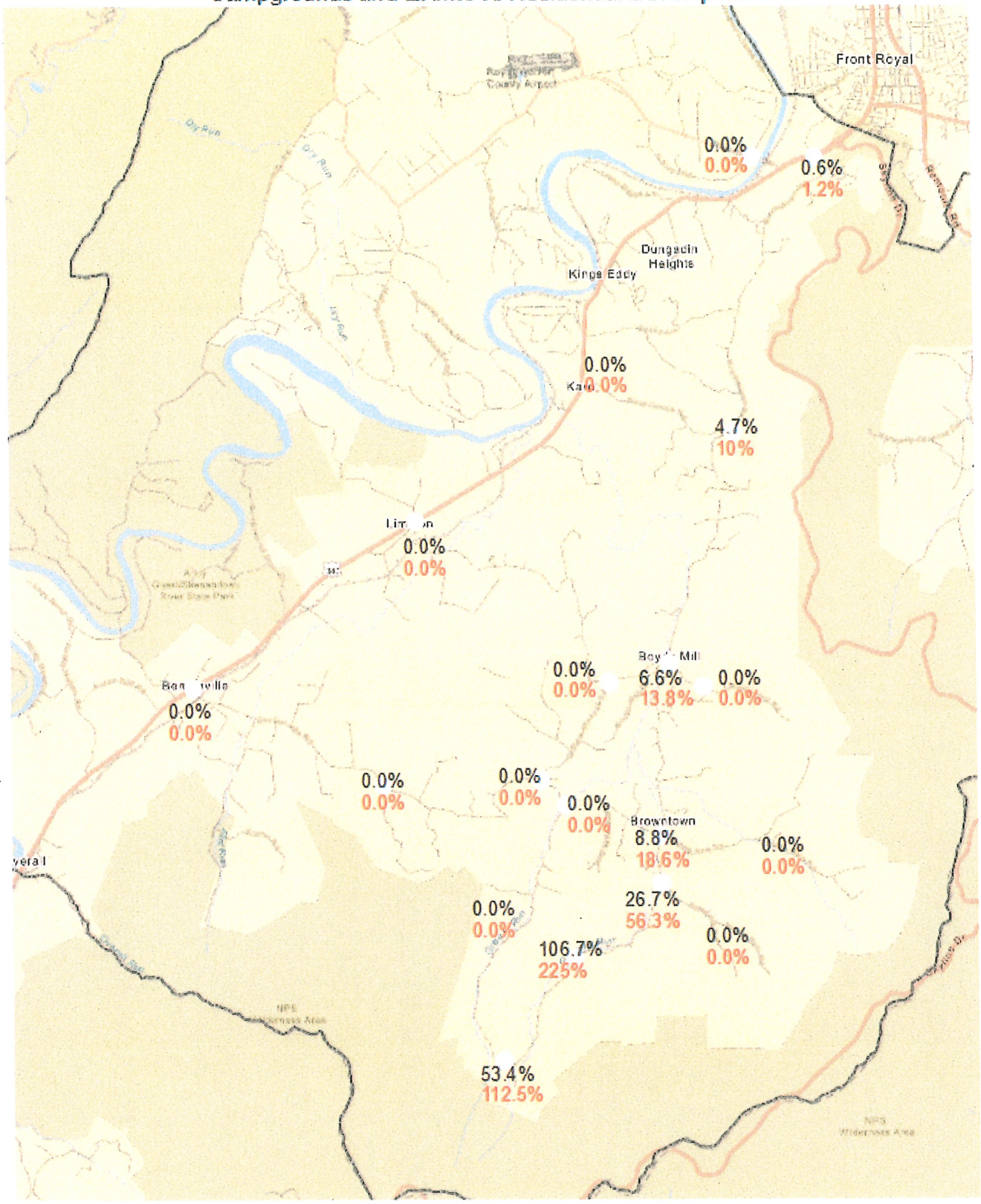
These applications would add 1-2 additional wells and up to 8 metered dosage septic systems

Residential subdivision would add at lease 17 wells and 18 conventional septic systems

Provided By Mr. Wright

Map of Annual Traffic Impact

Campgrounds and Events vs Residential Development



Black = Total annual percentage rise from Campgrounds/Events. Max impact not at regular commuting times.

Red = Annual percentage rise from by-right residential development of these same two parcels. Max impact during regular commuting times.

Matt Wendling

From: Arthur Boyce <bobby.boyce@vdot.virginia.gov>
Sent: Tuesday, October 26, 2021 11:28 AM
To: Joe Petty
Cc: Matt Wendling; Rhonda Funkhouser; Bradley Riggleman; Travis Duncan
Subject: Warren-Rte 631-TM 44 25 Wright Events Center and Campgrounds CUP 2021-10-10 and 2021-10-9

<<...>>

DEPARTMENT OF TRANSPORTATION

Staunton/Edinburg Land Development

14031 Old Valley Pike

Edinburg, VA 22824

Dear Mr. Petty:

We have reviewed the above subject Conditional Use Permit Application dated September 22, 2021 for impacts to the local roadway system. This application is for the construction of a Rural Events Center and 100 site campground. Our comments are as follows:

- Route 631 is a rural rustic road with poor vertical and horizontal alignment and narrow roadway geometry that carries an average 80 trips/per day. Roadway right-of-way and funding are not available to make any improvements to this environmentally sensitive road.
- Based on the 200 guest maximum and a 2.5 person per vehicle occupancy, a single event will generate an additional 160+ trips on Route 631 not including the campsites. This could be a 300% increase in traffic for events of this size.

  We have no daily traffic data for campgrounds but at full capacity (100 sites) the AM and PM peak hours would generate 21 and 27 trips respectfully.

- The existing entrance Wellspring Road does not meet the requirements for the proposed use including minimum sight distance requirements. A paved entrance will need to be installed on Route 631 by the owner that will meet VDOT's minimum agritourism standards and obtain the minimum 390' of sight distance in both directions. The design for the entrance should be included with the site plan and will need to be submitted to this office for review and approval prior to any construction and/or events. We suggest that the entrance location be approved prior to the County's CUP approval. The applicant may have to grant or obtain easements, remove earth embankment, trees, fence, stone walls, etc... to obtain the required sight distance in the location desired.
- A Land Use Permit shall be obtained before any work is performed on the State's right-of-way. The permit is issued by this office and will require application fees and surety coverage. Once satisfactory application has been made, a permit will normally take 7-10 days to process and issue.

We appreciate the County's efforts to include VDOT in the early planning stages for development and the opportunity to provide comments. We ask that you include a copy of this transmittal for official public record. If you have any questions or need further information, 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

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

October 6, 2021

Matt Wendling, Deputy Planning Director
County of Warren - Department of Planning
200 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments for Conditional Use Permits for Commercial Campgrounds and Rural Events Facilities. 2021-10-07, 2021-10-08. 2021-10-09, 2021-10-10
Tax Map# 44-25 & 47-12

Dear Mr. Wendling,

I have reviewed your requests for comments for proposed commercial campgrounds and rural events facilities at the referenced properties and offer the following comments:

Our office would have no objections provided all applicable sections of Chapter 450. Rules and Regulations Governing Campgrounds are met.

See https://law.lis.virginia.gov/admincode/title12/agency5/chapter450/.

Also, See Campground Exemptions Summary attached.

All proposed buildings and facilities must be connected to an approved onsite sewage system and water supply. Temporary facilities will not be approved.

The applicant should contact Virginia Department of Health Office of Drinking Water, Culpeper Field Office at (540) 829-7337 to inquire about the requirements for developing a public water supply.

The applicant should contact a private Onsite Soil Evaluator (OSE) and/or licensed professional engineer (PE) to design an onsite sewage system(s) that can accommodate the projected sewage flow from all proposed facilities.

Respectfully,

Jim Davis, REHS
Environmental Health Supervisor

RECEIVED
OCT 12 2021
WARREN COUNTY
PLANNING DEPARTMENT

Campground Exemptions Summary

Primitive Campsites (section 183)

All primitive campsites are exempt from:

(70) **Numbering and marking of campsites**

(100) **Sink and shower requirements**

(same as other campsites)

(130) **Vegetation control requirements**

Primitive campsites of 10 or fewer are exempt from:

(80) **Providing potable water**

Must be a sign at the entrance stating that no potable water is provided.

*If water isn't provided-slop sinks not required.

(120) **Garbage cans & trash disposal:**

Must have sign at entrance stating campers must pack out their own trash

Temporary Campgrounds (section 187)

Not Required:

-Numbering and marking of campsites(70)
-Minimum size, density of campsites (70)
-*Permanent piped* water supply (80)
-Permanent bathrooms (100)
-Permanent slop sinks (90)
-Dump Stations (90)

Requires Instead: (187)

Portable toilets 1 per 75 persons, at least 1 ADA-compliant

Portable sinks and showers allowed, but not required

Portable greywater containers required *unless :*
-no piped water
-cooking/fires are prohibited
-portable sinks and showers are provided

Water *is* required, but may use bottled water if campers are notified in advance

Water may be hauled in from approved source-
-food-grade tanker with food-grade hoses
-protected from backflow and contamination
-maintain 1 ppm chlorine residual

Matt Wendling

From: David Beahm
Sent: Friday, October 8, 2021 5:26 PM
To: Chloe Phillips
Cc: Matt Wendling; Paula Fristoe
Subject: Request for Comments 2021-10-08 – Edwin S Wright – Conditional Use Permit for Rural Events Facility – WCCUP-000138-2021

Comments 2021-10-08 – Edwin S Wright – Conditional Use Permit for Rural Events Facility – WCCUP-000138-2021:

NOTE: Prior Electrical Meter Replacement that was issued an Agricultural Exemption cannot be used to serve any portion of this activity unless it is fully permitted, reviewed, inspected and approved through the normal processes that are required. It may however continue to be used solely for the intent it was issued.

- Erosion and Sediment Control (ESC) Items:
  - Minimal land disturbance is indicated within the application, but given the complexity of this request there may be much more than minimal. As such, for this type of work scope, an application and permit are required for ESC permit, which would be a normal submission including a full plan review application
  - Additionally, the activity appears that it would exceed one (1) acre and would require submission to the Department of Environmental Quality (DEQ) for Stormwater. Approval by DEQ (Construction General Permit) would be required prior to any ESC Permit and any type of Building Permit being issued by Warren County.

- Building Inspections Items:
  - If or when any building construction related activity (structure, electrical, plumbing, mechanical, etc.) were to start, it would be subject to the normal requirements of application, review and approval prior to work beginning.
  - All building requirements are based on the Virginia Uniform Statewide Building Code (USBC).

If anything should change in the scope additional requirements may be required.

Respectfully,

Warren County Building Inspections

David C. Beahm, CBO
Building Official

220 North Commerce
Sui
Front Royal, VA
540/63
FAX 540/63

dbeahm@warrencountyva.net

www.warrencountyva.net

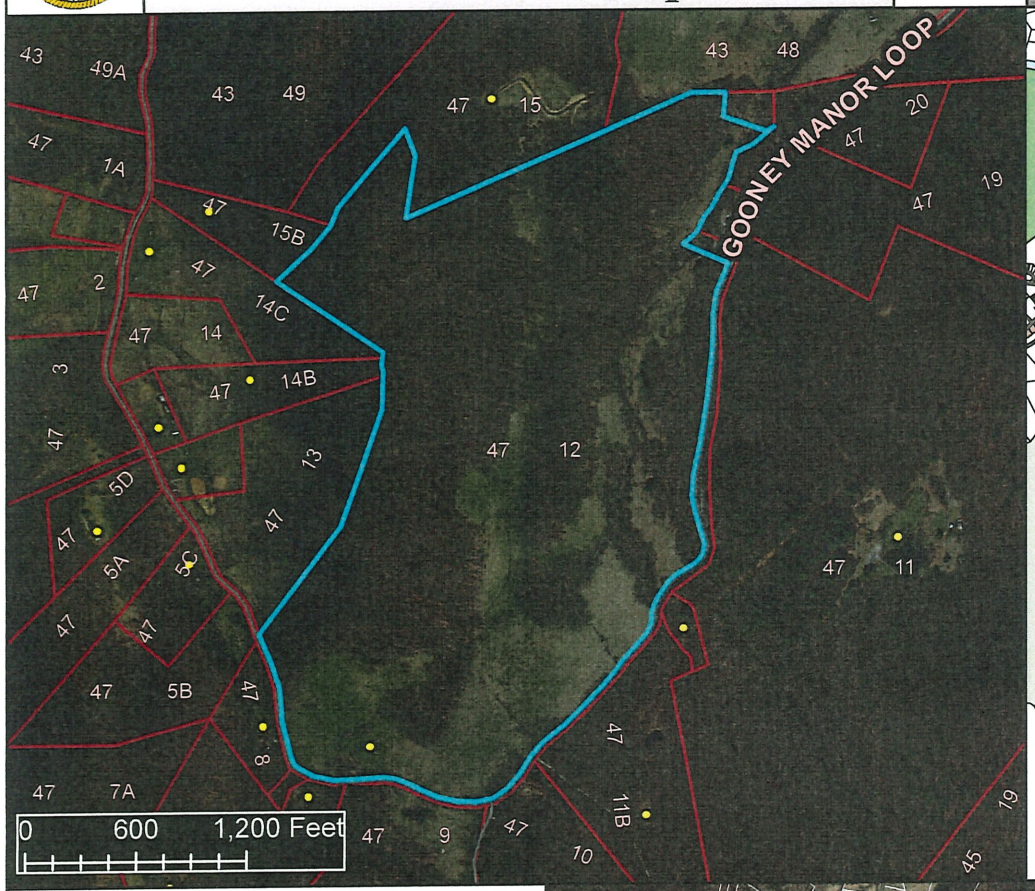
THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS

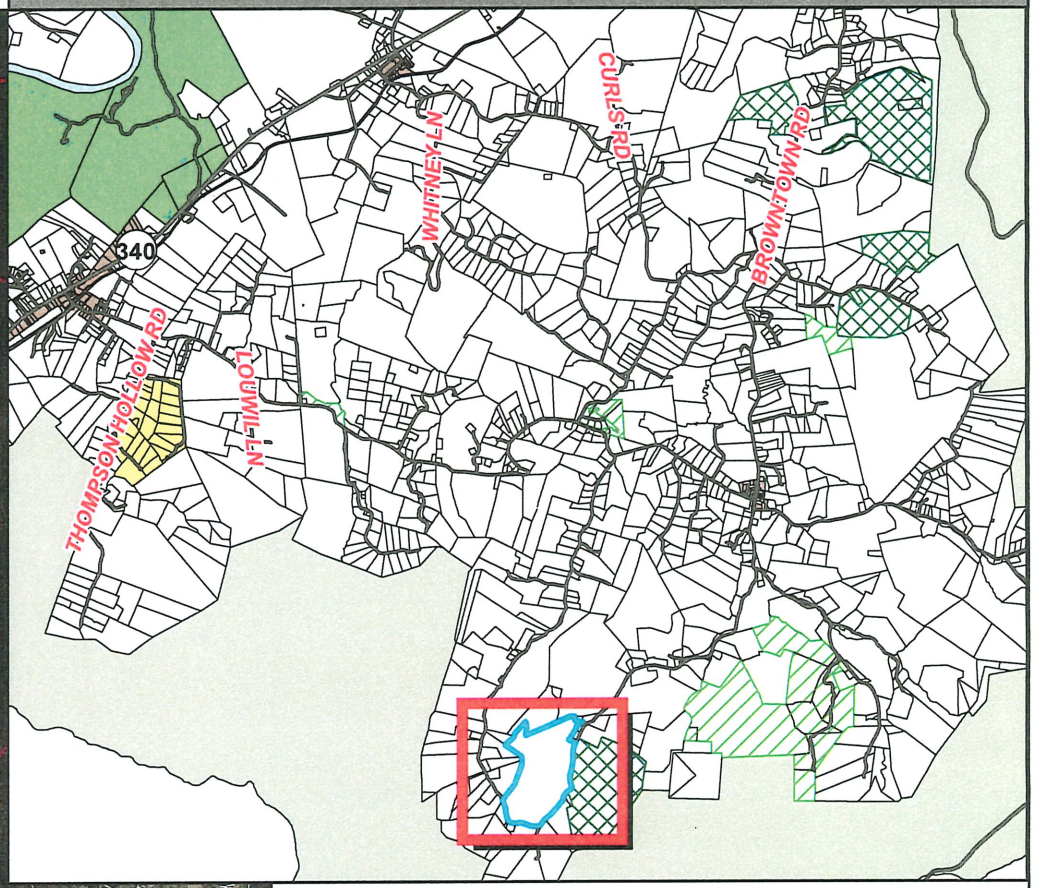
Warren County VA

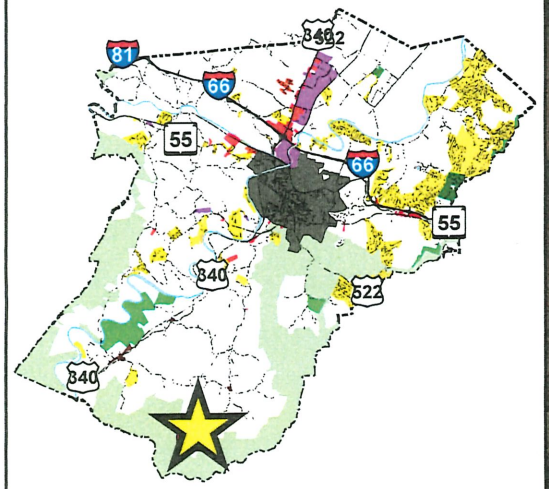
CUP Location Map

Commercial Campground
Applicants: Edwin Wright

TM 47--------12
2905 Gooney Manor Loop







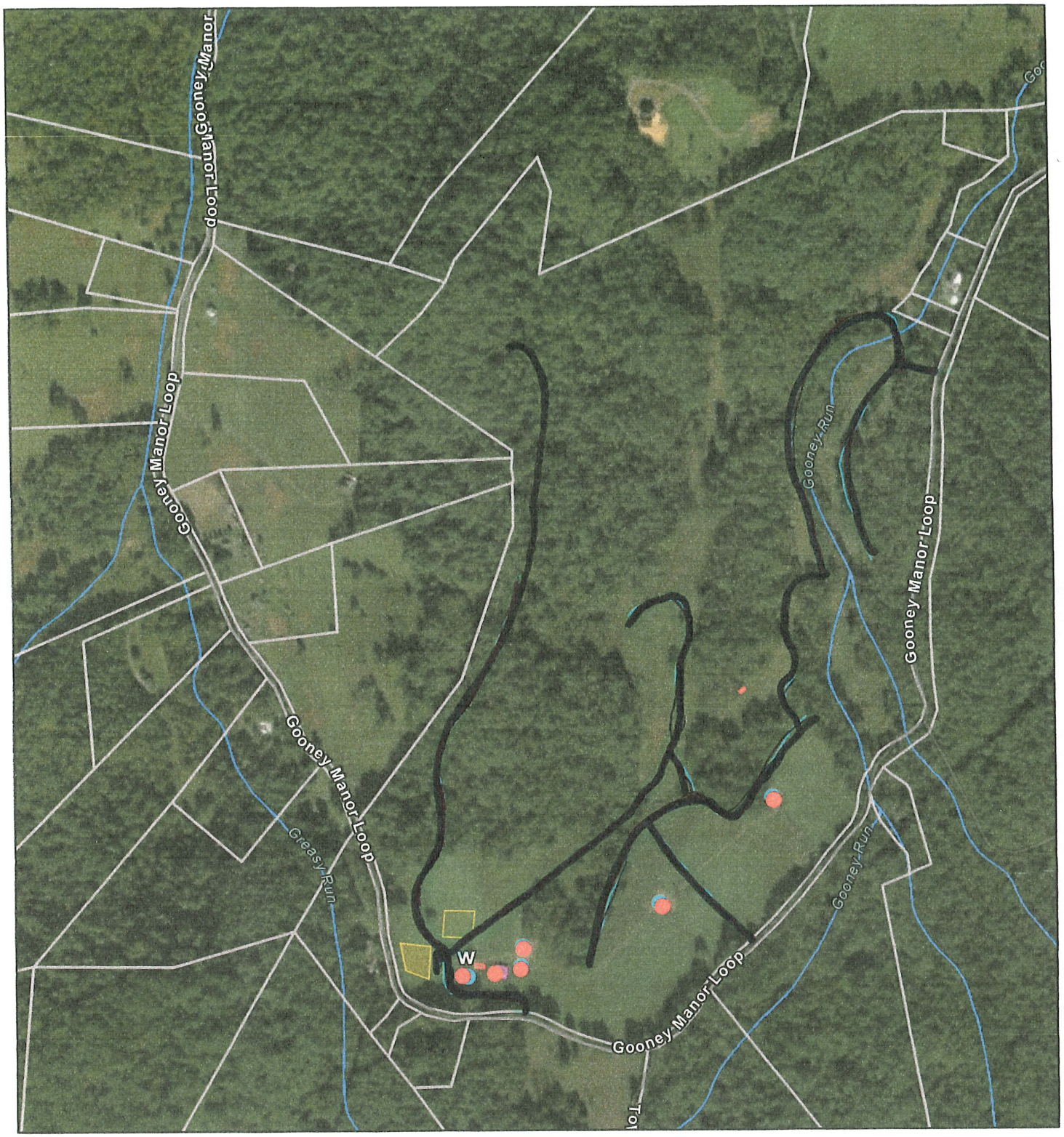


Zoning

- 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

2905 GML Overview



September 21, 2021

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

- EXISTING POWER
- EXISTING WATER
P - PARKING LOTS
W - WELL
- DRIVING PATHS
- APPROVED SEPTIC LOCATION
- PROPOSED SANITARY FACILITIES

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2905 GML Overview



September 21, 2021

1:2,257

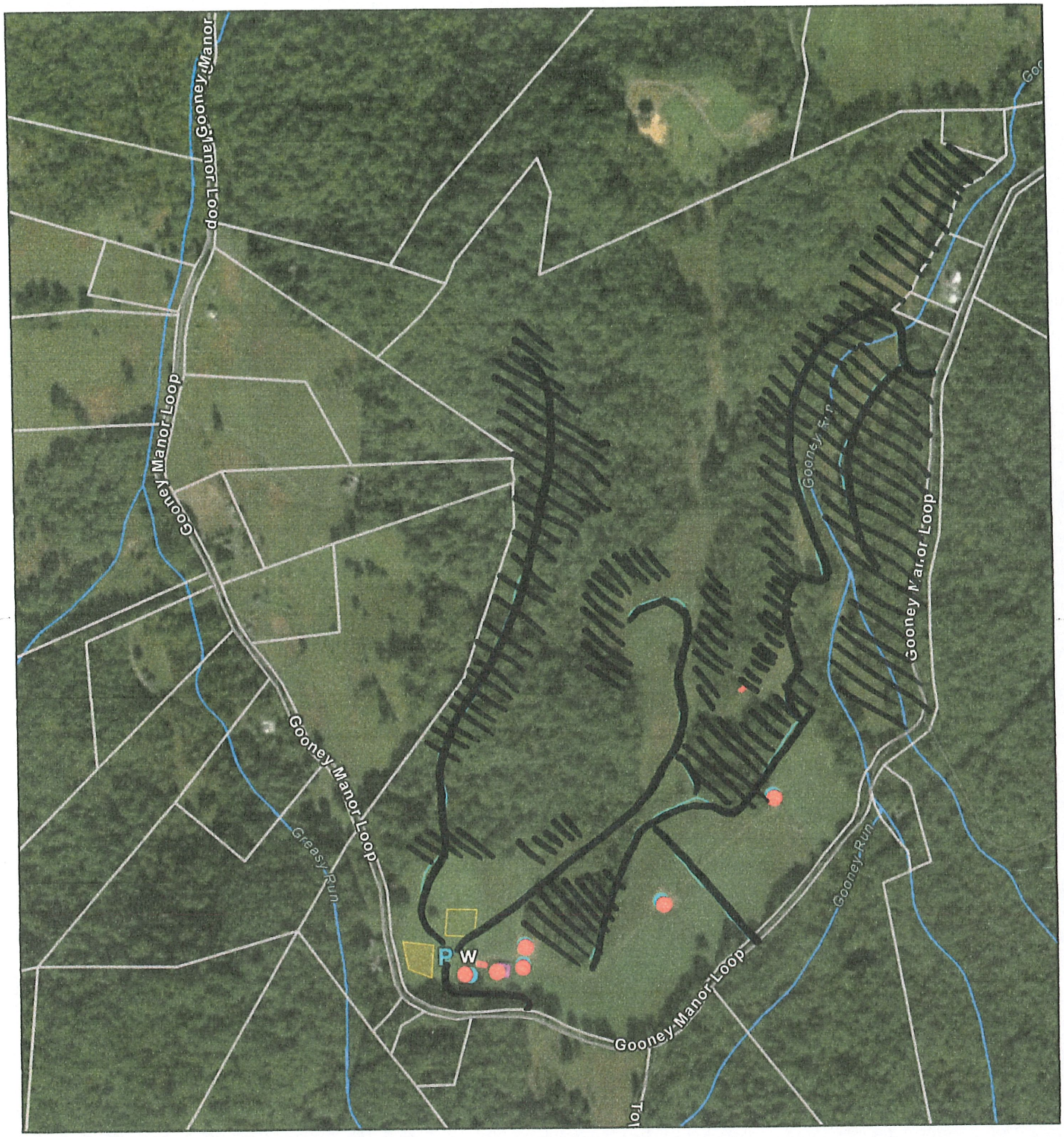
0 80 160 320 ft

0 25 50 100 m

- EXISTING POWER
- EXISTING WATER
P - PARKING LOTS
- PROPOSED SANITARY FACILITIES
W - WELL
- DRIVING PATHS
- APPROVED SEPTIC LOCATION

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2905 GML Overview



September 21, 2021

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

▨ · POTENTIAL CAMPING SITES / GLAMPING SITES

▬ · DRIVING PATHS

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Site Section Lengths



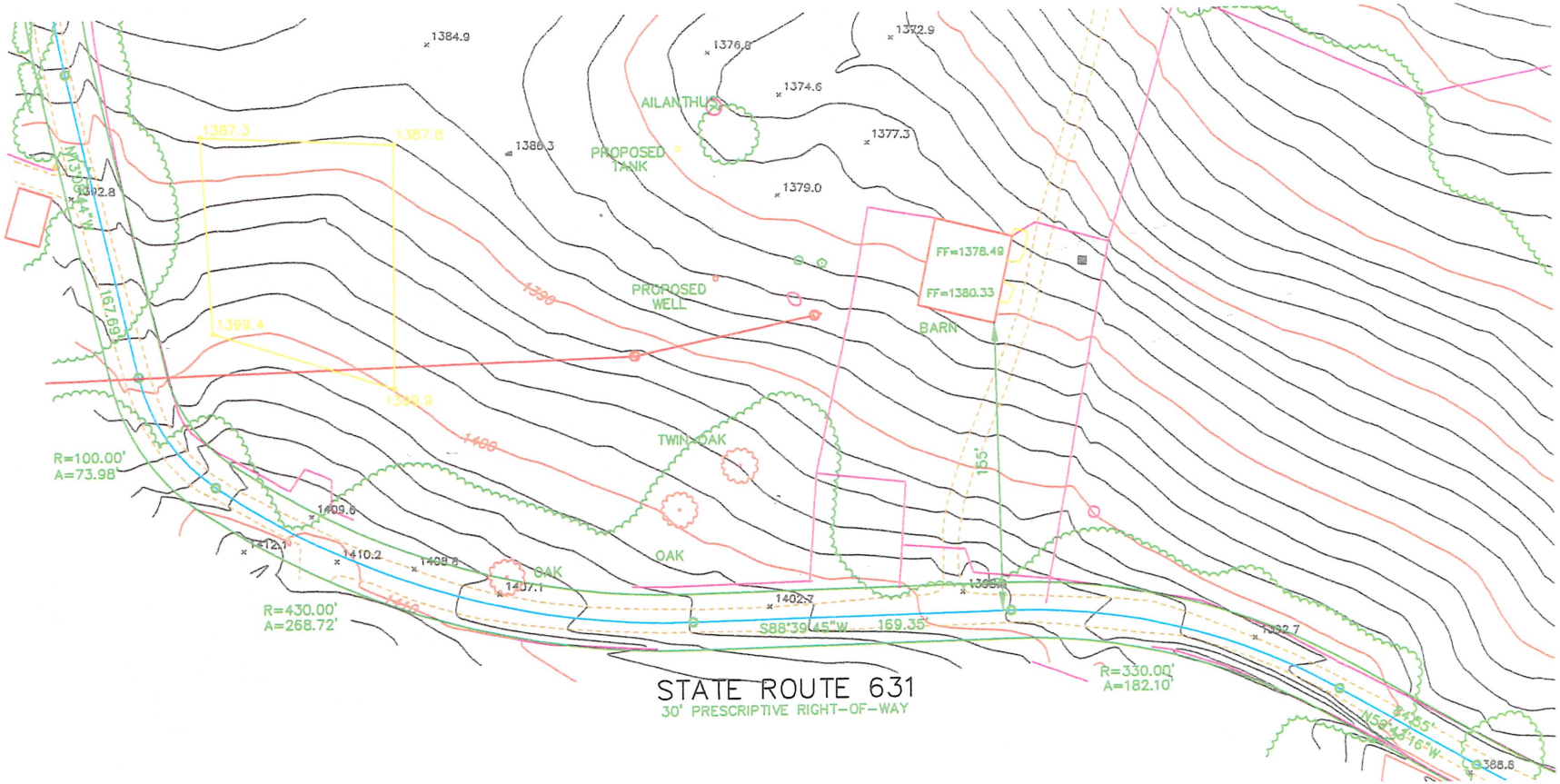
September 22, 2021

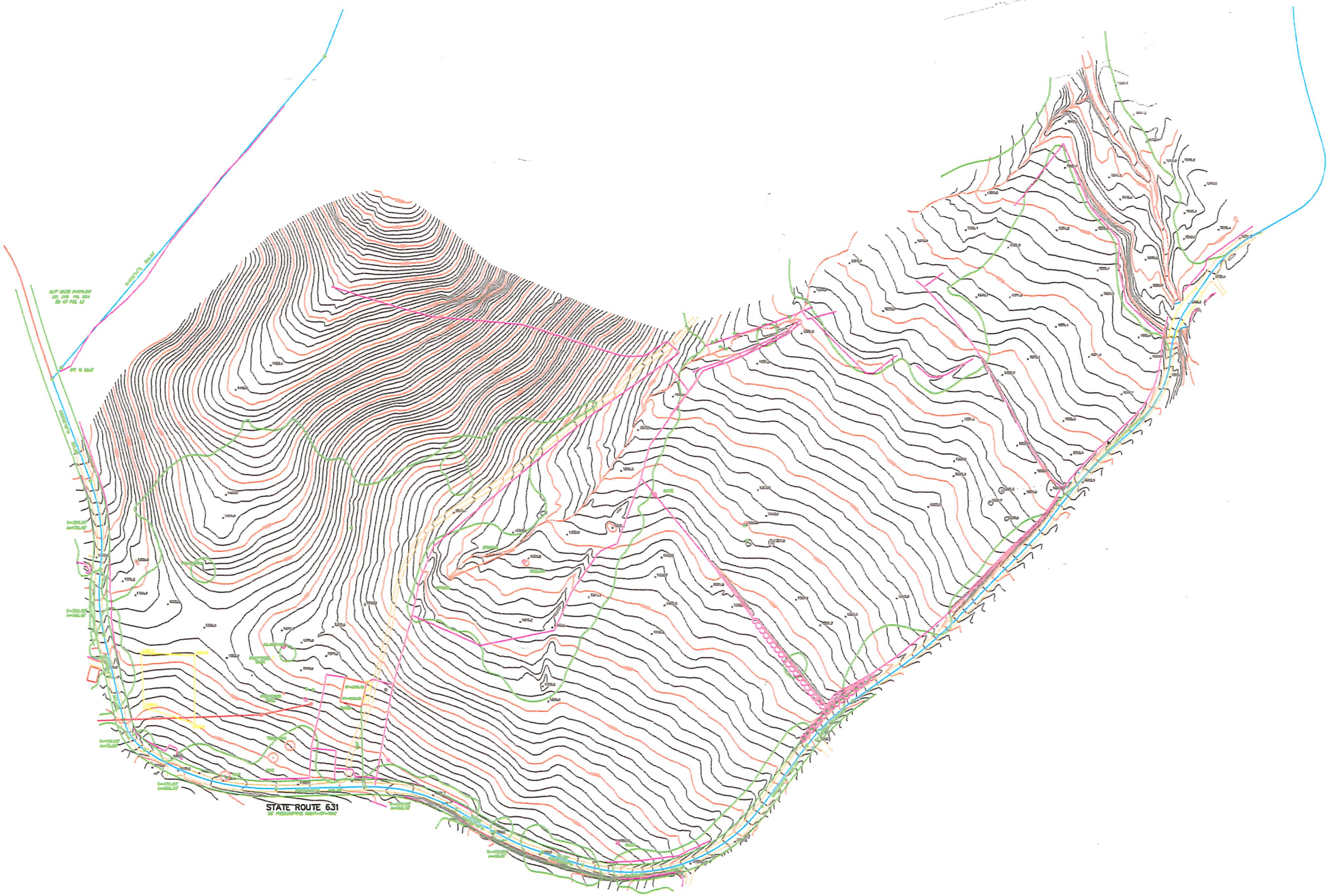
1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community


1384.9
1376.8
1372.9
1374.6
AILANTHUS
1377.3
1387.3
1387.8
1386.3
PROPOSED TANK
1379.0
N13°36'44"W
167.69'
1392.8
FF=1378.49
FF=1380.33
1390
PROPOSED WELL
BARN
1399.4
1389.9
1400
TWIN OAK
155'
R=100.00'
A=73.98'
1409.6
1412.1
1410.2
1408.6
OAK
1407.1
1402.7
1395.4
R=430.00'
A=268.72'
S88°39'45"W 169.35'
1392.7
R=330.00'
A=182.10'
N58°43'16"W 84.55'
1388.6
STATE ROUTE 631
30' PRESCRIPTIVE RIGHT-OF-WAY


STATE ROUTE 631

5:00P 11/10/2021 509 signatures on Change.org Against Mr. Wright's cuts

Name	City	State	Postal Code	Count	Si
Stacie Mikels				US	#
Jonlaya Haines	Bentonville	VA	22610	US	#
Ross Mikels	Bentonville	VA	22610	US	#
Mary Martin	Rexburg	ID	83440	US	#
Kelly Ludke	Front Royal	VA	22630	US	#
Dale Thompson	Browntown	VA	22610	US	#
Jennifer Castillo	Charlottesville	VA	22903	US	#
Laura Siers	Earlysville	VA	22936	US	#
Ann Davison	Farmville		23901	US	#
Linda Cook	FRONT ROYAL	VA	22630	US	#
Kellie Campbell	Bentonville	VA	22610	US	#
Shelly LeValley	Front Royal	VA	22630	US	#
debra talbert	Rocky Mount	VA	24151	US	#
Ian Fisher	Bentonville	VA	22610	US	#
Kristin Carter	Bentonville	VA	22610	US	#
Alvin Guilford	Charlottesville	VA	22903	US	#
Tina Snipes	Bentonville	VA	22610	US	#
Robin Kerns	Front Royal	VA	22630	US	#
Michele Kopcsak	Front Royal	VA	22630	US	#
Jason Menefee	Bentonville	VA	22610	US	#
Rita Dunevant	Bentonville	VA	22610	US	#
Ashley Bethinger	Front Royal	VA	22630	US	#
Stephanie Harmon	Front Royal	VA	22630	US	#
Powel Harding	Charlottesville	VA	22903	US	#
Jennifer Montgomery	Charlottesville	VA	22901	US	#
Cindy Kemmerly	York	PA	17402	US	#
Angella Alvernaz	Haymarket	VA	20169	US	#
Brucie Jenkins	Charlottesville	VA	22903	US	#
Monica Jenkins	Front Royal	VA	22630	US	#
Kim Heron	Front Royal	VA	22630	US	#
Marianne Thomas	Bentonville	VA	22610	US	#
Jayne Guilford	Charlottesville	VA	22903	US	#
Gillian Jenkins	Front Royal	VA	22630	US	#
Kelly Thomas	Front Royal	VA	22630	US	#
Laura Corathers	Bentonville	VA	22610	US	#
Cindy Cunningham	Bentonville	VA	22610	US	#
Elizabeth Reardon	Front Royal	VA	22630	US	#
Mike Normoyle	Front Royal	VA	22630	US	#
Linda Ruhling	Front Royal	VA	22630	US	#
Katrina Burkhart	Linden	VA	22642	US	#
Wendy Amaya	Luray	VA	22835	US	#
Mary Cook	Front Royal	VA	22630	US	#
Marjorie Smith	Earlysville	VA	22936	US	#
MIchele Utterback	Allen	TX	75013	US	#
urme Hosna ara	Atlanta		30301	US	#
Amy Butler	Washington	DC	20011	US	#

Sharon Helsens	San Diego	CA	92129	US	#
Stephen Lavoie	Dracut	MA	1826	US	#
Gabriel Cruz	Jersey City		7307	US	#
Dale Brown	Front Royal	VA	22630	US	#
Staci Edwards	Strasburg	VA	22657	US	#
Hope Payne	Front Royal	VA	22630	US	#
Eleanor Miller	Midlothian	VA	23113	US	#
Maria Maria	Front Royal	VA	22630	US	#
Thomas Short	Woodstock	VA	22664	US	#
Helen Cassone	Front Royal	VA	22630	US	#
Caleb Wren	Washington	DC	20011	US	#
Angela Keller	Bentonville	VA	22610	US	#
Gretchen Provenzano	Charlottesville	VA	22903	US	#
Kathy Witt	Wytheville	VA	24382	US	#
Joshua McDonald	Front royal	VA	22630	US	#
Alice Palumbo	Front Royal	VA	22630	US	#
Carole Tomhave	Bentonville	VA	22610	US	#
Kyle Thomas	Bentonville	VA	22610	US	#
Mattie Keller	Front Royal	VA	22630	US	#
Roger Tomhave	Front Royal	VA	22630	US	#
Natalia Shevchenko	Bentonville	VA	22610	US	#
Mary McLaughlin	Browntown	VA	22610	US	#
Joanne Koszyk	Browntown	VA	22610	US	#
Eric McClafferty	Browntown	VA	22610	US	#
Nancy Foreman	Bentonville	VA	22610	US	#
Tracie Tangen	Bentonville	VA	22610	US	#
Natalia Ossinova	Cross Junction	VA	22625	US	#
Downs Lauren	Front Royal	VA	22630	US	#
Billy Davis	Winchester	VA	22602	US	#
Melissa Dowler	Boonsboro	MD	21713	US	#
Stacey wise	Bentonville	VA	22610	US	#
Angela Berry	Front Royal	VA	22630	US	#
Lisa Feathers	Strasburg	VA	22664	US	#
Kamerin Paris	Waukesha		53186	US	#
Joanne Cherefko	Charlottesville	VA	22903	US	#
Lori Ashley	Front Royal	VA	22630	US	#
Patty Comstock	Muskogee	OK	74403	US	#
Debra Martin	WYTHEVILLE	VA	24382	US	#
Brendan McClafferty	Bentonville	VA	22610	US	#
Erin D	Luray	VA	22835	US	#
Amy Reichert	Bethesda	MD	20816	US	#
Jackie Santullo	Alexandria		22309	US	#
ariana andrean	Brooklyn	NY	11207	US	#
gabby franklin	Gulfport		39503	US	#
Matthew Coker	Greenville		29680	US	#
Kathryn Powell	Arlington	VA	22201	US	#
Foreman John	Bentonville	VA	22903	US	#

Martin Eastwood	Bentonville	VA	22610	US	#
Tony Woo	Kent	WA	98030	US	#
Kori Enore	San Francisco		94401	US	#
Barbara Post	Browntown	VA	22903	US	#
Ryan McClafferty	Browntown	VA	22610	US	#
HH McClafferty	Browntown	VA	22610	US	#
Melissa Burke	Bentonville	VA	22610	US	#
Tatiana Compton	Browntown	VA	22610	US	#
Lois Furrevig	Neptune	NJ	7753	US	#
April Jenkins	Washington	DC	20003	US	#
Georgia Bohlmann	Front Royal	VA	22630	US	#
Cary Leigh Poe	Front Royal	VA	22630	US	#
Jamie Reedy	Front Royal	VA	22630	US	#
Tammy Tammy	Bentonville	VA	22903	US	#
Tonya Allen	Front Royal	VA	22630	US	#
JC Lunceford	Bentonville	VA	22610	US	#
Jacob Oldham	Linden	VA	22642	US	#
john odom	Reno		89506	US	#
Randy DeSantis	Front Royal	VA	22630	US	#
Lauren Foster	Bentonville	VA	22610	US	#
Juanita Shafer	Bentonville	VA	22610	US	#
Tracey Henry	Bentonville	VA	22610	US	#
Nick Helmick	Front Royal	VA	22630	US	#
Sarah Sokolowski	Front Royal	VA	22630	US	#
Andon Mikels	Bentonville	VA	22610	US	#
Genesis Mamaril	Stafford		22554	US	#
ME CC	Front Royal	VA	22630	US	#
Angel Thomas	Bentonville	VA	22610	US	#
Ty Stevenson	Manahawkin		8050	US	#
Brooke Morris	Bentonville	VA	22610	US	#
Nathan Morris	Bentonville	VA	22610	US	#
Bruce Roberts	Bentonville	VA	22610	US	#
Bryan Cosby	Front Royal	VA	22630	US	#
Kelly Hampton	Philadelphia		19141	US	#
Manoj Kumar	Rohtak		124001	US	#
Lisa Henry	Luray	VA	22835	US	#
John Bell	Front Royal	VA	22630-7658	US	#
Kristen Powell	Front royal	VA	22630	US	#
Linda McCarthy	Alexandria	VA	22304	US	#
tee b	Bakersfield		93311	US	#
Lewis Vickie	Washington	DC	20003	US	#
Julie Meyer	Herndon	VA	20170	US	#
Michael Meyer	Winchester	VA	22601	US	#
Katherine Gramoglia	Riverside		92503	US	#
Nicole Reynolds	Virginia Beach	VA	23453	US	#
Isabel Garcia	Fresno		93704	US	#
Donna Foster Wright	front royal	VA	22630	US	#

Bridgette Robbins	Kingsburg		93631	US	#
Isra Ibrahimi	Woodbridge		22191	US	#
Robert Russell	Orlando	FL	32822	US	#
Bobbi Powell	Front Royal	VA	22630	US	#
Nathan Huizing	Cleveland		30528	US	#
Sheri Smith	Pittsburgh	PA	15236	US	#
Adina Short	Charlottesville	VA	22911	US	#
Tiffany Swanson	Bentonville	VA	22610	US	#
Robert Ortiz	San Francisco	CA	94945	US	#
Selena Dao	Henderson		75654	US	#
Charles Fischbein Phd	Front Royal	VA	22630	US	#
Calista Morgan	Phoenix		85014	US	#
Deb Carter	Bentonville	VA	22610	US	#
Amy Cornwell	Bentonville	VA	22610	US	#
Judith Eastwood	Palmyra	VA	22963	US	#
Benny Kanner	Bronx		10463	US	#
Isabella Martinez	Culver City		90230	US	#
Eileen Thomas	Fishkill		12524	US	#
jesus villagrana	Los Angeles		90009	US	#
Rebecca Jacobson	San Marcos		78667	US	#
Leon Sailor	Bemidji		56601	US	#
Renee O'Connell	Marshall	VA	20115	US	#
Stephanie Bell	Front Royal	VA	22630	US	#
Ann Muldoon	Bentonville	VA	22610	US	#
Tim LeBrecht	Front Royal	VA	22630	US	#
Anne Earle	Front Royal	VA	22630	US	#
Samantha Owens	Front Royal	VA	22630	US	#
Will Spiker	Front Royal	VA	22630	US	#
Barbara Ecton	Front Royal	VA	22630	US	#
Jeanian Clark	Front Royal	VA	22630	US	#
James Pritchard	Charlottesville	VA	22903	US	#
Wayne Malanowski	Charlottesville	VA	22903	US	#
Teresa Yates	Front Royal	VA	22630	US	#
Arthur Lial	Charlottesville	VA	22903	US	#
Kathy Cook	Front Royal	VA	22630	US	#
Jennifer Lesko	Front Royal	VA	22630	US	#
Lindsay Payne	Front Royal	VA	22630	US	#
missy almarode	front royal	VA	22630	US	#
Tom Tanis	Charlottesville	VA	22903	US	#
Zachary Morgan	Front Royal	VA	22630	US	#
Lisa Bybee	Front Royal	VA	22630	US	#
Joe Yasek	Linden	VA	22642	US	#
Ricky Gibbons	Front Royal	VA	22630	US	#
David Wolford	Bentonville	VA	22610	US	#
Thomas McCord	Bentonville	VA	22610	US	#
C. A. Layton	Front Royal	VA	22630	US	#
Michael Cannon	Palm Coast	FL	32137	US	#

Allan Brockway	browntown	VA	22610	US	#
Sara Ybarra	Spokane	WA	99205	US	#
Regan Maldet	Johnstown		15905	US	#
LaDonna Shively	Kamuela,	HI	96743	US	#
Jared Darr	Browntown	VA	22610	US	#
Henri Will	Goode	VA	24556	US	#
bill franke	Front Royal		22630	US	#
Nicholas Marmalejo	Front Royal	VA	22630	US	#
Rebecca Morgan	Front Royal	VA	22630	US	#
Richard Kurzenknabe	Front Royal	VA	22630-8005	US	#
Kimberly Atkins	FRONT ROYAL	VA	22630	US	#
Christina Paulisch	Bentonville	VA	22610	US	#
Becca Paulisch	Harrisonburg	VA	22801	US	#
Sally Berry	Front Royal	VA	22630	US	#
Braybray Braybray	Fort Wayne		46845	US	#
KaiLyn HoFFman	Newark		19711	US	#
Carey Webster	Bentonville	VA		US	#
Ryan Reil	Front Royal	VA	22630	US	#
Guy Clawson	Front Royal	VA	22630	US	#
Hannah Reil	Bentonville	VA	22610	US	#
Arthur Woods	Bentonville	VA	22610	US	#
Sonia Clawson	Strasburg	VA	22657	US	#
Mia Evans	Front royal	VA	22630	US	#
Cody Simmons	Bentonville va	VA	22630	US	#
Jesse Jenkins	Front Royal	VA	22630	US	#
Nicholas Riley	Front royal	VA	22630	US	#
Brian Jenkins	Bentonville	VA	22610	US	#
Becca Thomas	Front Royal	VA	22630	US	#
Anthony Perdue	Front Royal	VA	22630	US	#
Lois DeSantis	Front Royal	VA	22630	US	#
Katlyn Showers	Washington	DC	20011	US	#
Dalton Jenkins	Linden	VA	22642	US	#
Kim Soyars	Front Royal	VA	22630	US	#
Bailey Vaught	Front Royal	VA	22630	US	#
Miranda Sowers	Washington	DC	20003	US	#
Hope Petty	Bentonville	VA	22610	US	#
Lisa Morgan	Front Royal	VA	22630	US	#
Erica King	Bentonville	VA	22610	US	#
Matthew Jenkins	Bentonville	VA	22610	US	#
Alfred Myska	Front Royal	VA	22630	US	#
Zachary Eversole	Bentonville	VA	22610	US	#
Stephen Leach	Front Royal	VA	22630	US	#
Tina Lebrecht	Benton	PA	17814	US	#
Cameron Rector	Arlington	VA	22201	US	#
Nick Davis	Browntown	VA	22610	US	#
Luke Carter	Front royal	VA	22630	US	#
Dawn Lockhart	Browntown	VA	22610	US	#

montana lockhart	bentonville	VA	22610	US	#
Klark Kent	Savannah		31415	US	#
Zack Rodgers	Front royal	VA	22630	US	#
Taylor Jenkins	Front Royal	VA	22630	US	#
Duncan Griffin	Lakeville		6039	US	#
Mindi Reil	Bentonville	VA	22610	US	#
Amy Walk	Bentonville	VA	22610	US	#
Joseph Stoneberger	Washington	DC	20011	US	#
David Cressell	Richmond	VA	23220	US	#
Nathan Jones	Arlington	VA	22203	US	#
Megan Durham	Bentonville	VA	22835	US	#
Christine Poe	Front Royal	VA	22630	US	#
Allison Hoelsher	Front Royal	VA	22630	US	#
Chris Gutierrez	Strasburg	VA	22657	US	#
Taryn Shanholtz	Strasburg	VA	22657	US	#
Tyler Shanholtz	Woodstock	VA	22664	US	#
Mark Thomas	New York City	NY	10004	US	#
Tammie Hanna	Front Royal	VA	22630	US	#
Charles H. Turner Jr.	Front Royal	VA	22630	US	#
richard graus	Browntown	VA	22610	US	#
Kristina Sullivan	Seymour		47275	US	#
Bryant Moreland	Murrysville		15668	US	#
Jessica Sours	Front Royal	VA	22630	US	#
Wendy Carter	Front Royal	VA	22630	US	#
Sharon Riffe	Woodstock	VA	22664	US	#
Mark Robinson	Front Royal	VA	22630	US	#
Linda Russin	Browntown	VA	22610	US	#
Jordan Taylor	Bentonville	VA	22610	US	#
Sue McIntosh	Browntown	VA	22610	US	#
Karen Garner	Front Royal	VA	22630	US	#
Susan Morton	Wilmington	NC	28412	US	#
Jake Horowitz	Browntown	VA	22610	US	#
Gayle Roth	Shipshewana	IN	46565	US	#
Kirby Covert	Browntown	VA	22610	US	#
Brandon Lamb	Charlottesville	VA	22911	US	#
Robert Perry	Front Royal	VA	22630	US	#
Bob Eddy	Front Royal	VA	22630	US	#
Justin Hoover	Front Royal	VA	22630	US	#
Aston Bowman	Middletown	VA	22645	US	#
Lynne Stovall	Bentonville	VA	22610	US	#
Ryan Atkins	Front Royal	VA	22630	US	#
John Neitzey	Browntown	VA	22610	US	#
Heather Crichfield	Bentonville	VA	22610	US	#
Terrence Russell	Fleetwood		19522	US	#
Elmer Funes	Winchester	VA		US	#
Jonathan Crichfield	Charlottesville	VA	22903	US	#
Lucas Hicks	Front Royal	VA	22630	US	#

Margie Conley	Bentonville	VA	22630	US	#
Wyatt Merchant	Front Royal	VA	22630	US	#
Helen Ray	Roswell	NM	88203	US	#
Daniel Gall	Bentonville/Browntown	VA	22610	US	#
Susann Fox	Front Royal	VA	22630	US	#
Heather Vaught	Washington	DC	20011	US	#
Hayden Thomas	Front Royal	VA	22639	US	#
Kelli Gibson	Annapolis	MD	21401	US	#
Marjorie Buckhanan	San Francisco		94102	US	#
Margaret Silverthorn	Front Royal	VA	22630	US	#
Linda Fuller	Scottsville	VA	24590	US	#
Travis McKinney	Bentonville	VA	22610	US	#
Anna Hughes	Barnegat	NJ	8005	US	#
Terri Graves	New Market	VA	22844	US	#
D Guilford	Washington	DC	20011	US	#
Eileen MANUEL	Front Royal	VA	22630	US	#
Bonlyn Hawley	Front Royal	VA	23630	US	#
Christopher Wickouski	Castleton	VA	22716	US	#
John Farmer	Browntown	VA	22610	US	#
Keenan Sperry	Baltimore	MD	21211	US	#
Rebecca Weagle	Front Royal	VA	22630	US	#
Kaylee Venable	Front Royal	VA	22630	US	#
Levi Whittington	Front Royal	VA	22630-7809	US	#
Travis Joaquin	Fredericksburg		22401	US	#
Anna Poe	Front Royal	VA	22630	US	#
Andres Alvarez	Virginia Beach		23464	US	#
April Lubkemann	Winchester	VA	22601	US	#
dety banks	Lake Charles		70605	US	#
Jeff Adelman	Newburgh	NY	12550	US	#
vicki whittington	Front Royal	VA	22630	US	#
Sebastien Clement				US	#
Allison Sperry	Richmond	VA	23230	US	#
Izzy France	Front Royal	VA	22630	US	#
Emily Partlow	Bentonville	VA	22610	US	#
Weakley Kenneth	Ashburn	VA	20148	US	#
Tyler Poe	Washington	DC	20011	US	#
Toni Wilson	Hampton	VA	23661	US	#
Levi Simmons	Bentonville	VA	22610	US	#
Karl Baldwin	Luray	VA	22835	US	#
Chloe Harvey	Front Royal	VA	22630	US	#
Patrick Gunn	Aldie	VA	20105	US	#
JAMES mcclafferty	Browntown	VA	22610	US	#
ELLEN IRVINE	BENTONVILLE	VA	22610	US	#
Ciera Cline	Stephens City	VA	22655	US	#
Nila Jackson	Front Royal	VA	22630	US	#
Christine Gall	Woodbridge	VA	22191	US	#
Debbet Pearson	Bristol		24201	US	#

Karen Smith	Richmond		22903	US	#
Lena Fugatt	Bentonville	VA	22610	US	#
Nicholas Nielsen	Bentonville	VA	22610	US	#
Christopher Charveriat	Bronx		10474	US	#
Josh Standiford	Lake Zurich		60047	US	#
Laura Pabo	Gretna	VA	24557	US	#
Marlene Gibson	Medway	MA	2053	US	#
Harry McCormick	Charlottesville	VA	22901	US	#
Deanna Zehring	Front Royal	VA	22630	US	#
Tina Lewis	Front Royal	VA	22630	US	#
Venable Venable	Dorchester	MA	2121	US	#
Sharon Obrien	Bentonville	VA	22610	US	#
Jeanie Bender	Front Royal	VA	22630	US	#
Lisa Jones	Bentonville	VA	22610	US	#
Shara Flores	Annandale		22003	US	#
Rachel Pisapia	Longview		98632	US	#
Belinda Ruiz	Sylmar		91342	US	#
steven varner	bentonville	VA	22610	US	#
Chelsea Rowe	Everett	MA	2149	US	#
Destiny Martin	Rileyville	VA	22650	US	#
Lori Kittleson	Bentonville	VA	22610	US	#
Lauren Forrester	Bentonville	VA	22610	US	#
Lara Marie Murray	Bentonville	VA	22610	US	#
Ashley McKinney	Bentonville	VA	22610	US	#
Walker Anne	Front Royal	VA	22630	US	#
Stephanie Pressler	Winchester	VA	22602	US	#
Dr and Mrs Dale and Terry Forreste	Front Royal	VA	22630	US	#
Alexandra Renner	Front royal	VA	22630	US	#
Carey Webster	Charlottesville	VA	22610	US	#
Joseph Darr	Browntown	VA	22610	US	#
Cara Cutro	Front Royal	VA	22630	US	#
Alan Thompson	Charlottesville	VA	22610	US	#
Kacie Varner	Bentonville	VA	22610	US	#
Eileen Zehring	Ararat	VA	24053	US	#
Kenneth Zehring	Front Royal	VA	22630	US	#
Bethany Zehring	Front Royal	VA	22630	US	#
Margaret Eason	Vienna	VA	22182	US	#
Eric Welling	Vienna	VA	22180	US	#
Ingrid Jolly	Linden	VA	22642	US	#
Icy McKinney	Fayetteville	NC	28314	US	#
Billy Robinson	Front royal	VA	22630	US	#
Ava Lubkemann	Charlottesville	VA	22903	US	#
Sarah Kohn	Bentonville	VA	22610	US	#
Janet Jewell	Alexandria	VA	22630	US	#
david rooker	Rockford		49341	US	#
Tekayla Rogers	East Saint Louis		62206	US	#
Chesley Wise	Atlanta		30316	US	#

Teresa Thomas	Knob Noster		65336	US	#
Mike Berry	Front Royal	VA	22630	US	#
Brandon Wade	Livingston		7039	US	#
niki canup	Oklahoma City		73119	US	#
Phyllis Wright	Front Royal	VA	22630	US	#
Jose Murillo	Tucson		85756	US	#
Nyi Nyi Aung				US	#
Rigoberto Perez	Austin		78758	US	#
Van Sawm	West Jordan		84084	US	#
Matthew Jennings	Boise		83709	US	#
Wendy Babick	Front Royal	VA	22630	US	#
Patricia Heflin	Rapidan	VA	22733	US	#
Wanies Rihani	Sterling		20165	US	#
Asia Thompson	Waynesboro	PA	17268	US	#
yun ung	Pittsburgh		15216	US	#
Gray Blanton	Front Royal	VA	22630	US	#
marlene pasquazzi	Wakefield	RI	2879	US	#
Erika Rikhiram	Clermont		34711	US	#
Sarah Thompson	Front Royal	VA	22630	US	#
Karl Schumann	Browntown	VA	22630	US	#
Kim Wines	Front Royal	VA	22630	US	#
Chris Pedigo	Bentonville	VA	22610	US	#
Danielle Savage	Richwood		26261	US	#
Hélène Giraud	Atlanta		30328	US	#
kenneth haines	Elkton	VA	22827	US	#
Michele Collier	Passaic	NJ	7055	US	#
Michael Martin	Wytheville	VA	24382	US	#
Melanie Owens	Front Royal	VA	22630	US	#
Emily Mawson	Front Royal	VA	22610	US	#
Mary Lou Manuel Matthews	Fredericksburg	VA	22401	US	#
Crystal Lake	Front Royal	VA	22630	US	#
Brenda Larson	Winter Garden	FL	34787	US	#
Joyce Aten	Deltona	FL	32738	US	#
Richard McConnell	Olympia Fields		60461	US	#
Terrell New	Apopka		32712	US	#
Kelli Walter	Bentonville	VA	22079	US	#
Gina Wolford	Bentonville	VA	22610	US	#
Tim Sinnett	Fredericksburg	VA	22610	US	#
Alane Yates	Strasburg	VA	22657	US	#
Kevin Zetterberg	Browntown	VA	22610	US	#
Maggie O'Brien	browntown	VA	22610	US	#
Paul Barber	Sarasota	FL	34233	US	#
James Goodman	Front royal	VA	22630	US	#
Logan Davis	Bentonville	VA	22610	US	#
Michael Ciarrocchi	Front Royal	VA	22630	US	#
ASHLEY JOHNSTON	Eugene	OR	97401	US	#
Alaina Furlong	Bentonville	VA	22610	US	#

Jordan Balboa	Houston		77074	US	#
Arabella Hobson	Chesapeake		23323	US	#
Priscila Casas	Houston		77037	US	#
Ethan Austin	Bentonville		72712	US	#
Debbie Clemons	Browntown	VA	22610	US	#
Melanie Gibbons	Saegertown	PA	16433	US	#
Brenda Phillips	Bentonville	VA	22610	US	#
Emily Smith	Front Royal	VA	22630	US	#
Wyatt Payne	Washington	DC	20010	US	#
Joe Carillo	Bentonville	VA	22610	US	#
James Lundt	Front Royal	VA	22630	US	#
Scott Lesko	Front Royal	VA	22630	US	#
Jones Tiffany	Middletown	VA	22645	US	#
Steven Sager	Bentonville	VA	22610	US	#
Colleen McMahon Hyde	Front Royal	VA	22630	US	#
Scott McIntosh	Front Royal	VA	22630	US	#
Mandy McIntosh	Front Royal	VA	22630	US	#
Tonya Bowman	Front Royal	VA	22630	US	#
Randi Baggarly	Middletown	VA	22645	US	#
Linda Senter	Front Royal	VA	22630	US	#
Toni Cooper	Charlottesville	VA	22903	US	#
Martin Lehew	Front Royal	VA	22630	US	#
Rodney Williams	Front Royal	VA	22630	US	#
Timothy Lautner	Norcross	GA	30093	US	#
Elizabeth Powell	Front Royal	VA	22630	US	#
Chance Clatterbuck	Front royal	VA	22630	US	#
Papi Zoe				US	#
Tyler Hawryluk	Morris Plains		7950	US	#
Shawn Cooper	Bentonville	VA	22610	US	#
Rita Rivas	Miami		33190	US	#
Charles Mosher	Orange		49651	US	#
Dyrone Kingsberry	Maryland		12116	US	#
Riley Bittinger	Manassas	VA	20110	US	#
Lindsay Cooper	Bentonville	VA	22610	US	#
Brenda Robinson	Front Royal	VA	22630	US	#
Roger Robinson	Front Royal	VA	22630	US	#
Cortney Windsor				US	#
Kati williams	Strasburg	VA	22657	US	#
Roger Robinson II	Middletown	VA	22645	US	#
kaitlyn smith	Front Royal	VA	22630	US	#
David Payne	Front Royal	VA	22630	US	#
Kim Lucas	Scottsville	VA	24590	US	#
Dierra Holbrook	Front Royal	VA	22630	US	#
Denise Andrew	Smyrna		37167	US	#
Tresa Harvey	Bunker Hill	WV	25413	US	#
Gina Mauro	Brick	NJ	8723	US	#
Leo Carling	Front Royal	VA	22630	US	#

Ronald Walter	Palmyra	VA	22963	US	#
Kayla Tanner	Front Royal	VA	22630	US	#
Lucy Newby	Front Royal	VA	22630	US	#
David Mullens	Chester gap	VA	22623	US	#
Robert Zyniewicz				US	#
Alicia Frazier	Bentonville	VA	22630	US	#
Stacey Leadbetter	Charlottesville	VA	22903	US	#
teresa lamb	Front Royal	VA	22630	US	#
Chuck Grover	Luray	VA	22835	US	#
Rosemary P Rhew	Stephens City	VA	22655	US	#
Lori Bowers	Front Royal	VA	22630	US	#
Shelby Vollten	Front Royal	VA	22630	US	#
Heather Pomeroy	Front royal	VA	222630	US	#
Declan Lundt	Front Royal	VA	22630	US	#
Kristin Waltz	Front Royal	VA	22630	US	#
Sheila Walker	Front Royal	VA	22630	US	#
britney winters	Strasburg	VA	22657	US	#
Chris Christiansen	STRASBURG	VA	22657	US	#

South Warren Residents Petition Presented to the Warren County Planning Commission

Denial of conditional use permit in Browntown, Virginia on the Gooney Manor Loop

Petition: Browntown residents petition to the Planning Commission to deny the following Conditional Use Permits: 2021-1-10-07, 2021-10-08, 2021-10-09, 2021-10-10 due to concerns for safety, health, and the environmental impact on our small community.

- Our roads are not suitable for a 300% + increase in traffic.
- Route 631 has very poor vertical and horizontal alignment and very narrow.
- Risk to pedestrians, cyclists, and joggers.
- Impact on air quality due to particulate matter pollution (PMP) from a potential 200+ open-air fires.
- Large increase risk of forest fire danger.
- Safety of movement of agricultural farm equipment and transport of livestock.
- Reduce visibility from smoke haze from PMP
- Toxic PMP polluting water sources.
- Disruption and harm of wildlife habitat.
- Taxpayer burden for additional service needed.

Action

Petition for: We the undersigned are concerned residents of Warren County, Virginia who urge our leaders to act now to deny the above Conditional Use Permits.

	Name	Address	Signatures
1	Linda R. Arnold	99 Gooney Run La Browntown VA 22610	
2	Miranda Nuppal	4013 Browntown Rd. Front Royal, VA 22630	
3	Chris M. Coley	830 Browntown Rd Brown Town, VA 22610	
4			
5	Joanne Kosyla	327 Turtle Lane Browntown 22610	
6	Mark Kosyla	327 Turtle Lane Browntown	
	Judy & Frank LeBreck	4424 Bentonville Rd. Bentonville	

7 DANWAISKY 5197 Bentonville

8 RT Cooper

9 Thomas McCord 40 Everspring Ct. Bentonville VA 22610

10 Gretchen Provenzano 4290 Bentonville Rd Bville 22610

11 Hope Kirtley 52 water house Bentonville VA 22610

12 Nancy Foreman 106 Waterhouse Ln. 22610

13 John T. Foreman 106 Waterhouse Ln

14 Connie Woode 156 Waterhouse Lane Bentonville VA 22610 Connie Woods

15 156 Waterhouse Lane Bentonville, VA 22610 Arthur Woods

16 Marylou Woods 156 Waterhouse Lane Bentonville, VA 22610

17 Gabriel Tweedie 98 Royal Oak rd. Front Royal, VA Gabriel Tweedie

18 CHUCK BROME 10 BUCK MTN. RD BENTONVILLE 22630 VA 22610

19 Elizabeth Coleman 97 Wellspring Rd, Bentonville, VA

20 Joseph W. Coleman 37 Wellspring Rd. Bentonville VA 2261

21 Thomas Thorpe 68 Forest Ct Bentonville VA

22 SHERRY THORPE 68 Forest Ct Bentonville VA 22610

23 TONI LOCKHART 845 SMITH RUN RD BENTONVILLE VA 22610

24 WENDY LOCKHART "

25 MALITANA LOCKHART "

26 SOFIA LOCKHART "

27 SHARON OBRIEN 1429 SMITH RUN RD

28 MAGGIE OBRIEN 1429 SMITH RUN RD

29 JOSEPH R. NESTLERODE SR 107 TEADDEUS LANE BENTONVILLE, VA.

30 KELLY L. SMITH 107 TEADDEUS LANE BENTONVILLE, VA

31 PATRICIA STEPHENS 107 TEADDEUS LANE BENTONVILLE, VA

31	Debra L Hite	... 385 Liberty Hall Rd	... Debra L Hite
32	Bruce Hite	" "	Bruce Hite
33	Joshua Hite	" "	Joshua K. Hite
34	Donna McCutchan	430 Skyline Forest	Donna McCutchan
35	ELVA HARKRADER	4321 Gooney Manor Loop Browntown VA 22610	Elva Harkrader
36	James Keller	5671 Gooney Manor Loop Browntown, VA 22610	
37			
38	TOM LACOMBE	5590 BIRDLL RD, BROWN VA 22610	Tom Lacombe
39	SABRINA SINCLAIR	424 LANDS RUN	Sabrina
40	MARK SINCLAIR	BROWNTOWN VA 22610	Mark Sinclair
41	Paige SINCLAIR	"	Paige Sinclair
42	JAMES DYER	288 WESLEY LN	
43	CATHY DYER	" "	Cathy Dyer
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South Warren Residents Petition Presented to the Warren County Planning Commission

Denial of Conditional Use Permits in Browntown, VA on the Gooney Manor Loop

Petition

Browntown residents petition to the Planning Commission to deny the following Conditional Use Permits 2021-1-10-07, 2021-10-08, 2021-10-09, 2021-10-10 due to concerns for safety, health, and the environmental impact on our small community.

- Our roads are not suitable for a 300% plus increase in traffic.
- Route 631 has very poor vertical and horizontal alinement and very narrow.
- Risk to pedestrians, cyclists, and joggers
- Impact on air quality due to Particulate Matter Pollution (PMP) from a potential 200 plus open-air fires.
- Large increased risk of forest fire danger.
- Safety of Movement of agricultural farm equipment and transport of livestock.
- Reduced visibility from smoke haze from PMP.
- Toxic PMP polluting water sources.
- Disruption and harm of wildlife habitat.
- Taxpayer burden for additional services needed.

Action

Petitioned for: *We the undersigned are concerned residents of Warren County, Virginia who urge our leaders to act now to deny the above Conditional Use Permits.*

Name	Address	Signature
1. Alfred Paulisch	2574 Gooney Manor loop Bentonville	
2. Christina Paulisch	2574 Gooney Manor Loop Bentonville Va 22610	Christina Paulisch
3. MICHAEL NOEL	33 WELLSPRING Rd.	
4. JAMES Szymanski	89 MEADOWBROOK CT. Bentonville, VA 22610	
5. J. Hamm	720 Fletcher Rd Bentonville, VA 22610	
6. Anita Szymanski	89 Meadowbrook Ct Bentonville 22610	
7. Brian Cmly	370 Wesley Ln Bentonville VA	
8. Marvin Cmley	370 Wesley Ln Bentonville VA	
9. Ken Furlong	771 William Vincent Rd Bentonville Va. 22610	

South Warren Residents Petition Presented to the Warren County Planning Commission

Denial of Conditional Use Permits in Browntown, VA on the Gooney Manor Loop

Name	Address	Signature
10. W.H. Farley	987 Browntown Rd	
11. SHARON O'Brien	1429 SMITH RUN RD	
12. O'BRIEN MAGGIE	1429 SMITH RUN RD.	
13. Michael Poe	580 RED HILL WAY	
14. Lea Ann Poe	580 Red Hill Way Bentonville, VA	
15. Tom & Vickie Conant	149 Brayden Lane, Bentonville VA, 22610	
16. George Hodgkiss	224 Holiday Court, Bentonville Va. 22610	
17. McCormick Harry W	802 Lands Run Road Browntown Rd	
18. Bill Spon	645 Lands Run Rd Browntown	
19. J C Lunceford	684 Lands Run Rd	
20. ANDREW FERRIO	598 LANDS RUN RD	
21. Donna Reedy	35 Black Bear Ct Browntown VA	
22. CARROLL WINGFIELD	394 LANDS RUN RD BENTONVILLE VA	
23. Wesley Deavers	3826 Bentonville Rd Bentonville VA	
24. Tanya Deavers	3826 Bentonville Rd Bentonville VA	
25. JOHN NEITZEY	4931 GOONEY MANOR LOOP BENTONVILLE	
26. Lisa Jones	258 Lands Run Rd 22610	
27. Rollin Jones	258 Lands Run Rd 22610	
28. DAN GALL	1260 Gooney Manor Loop 22610	
29. Elizabeth Dart	2460 Gooney Manor Loop 22610	
30. Jared Dart	2460 Gooney Manor Loop 22610	
31. Doug Boyd	4834 Gooney Manor Loop	
32. TRACY BOYD	4834 GOONEY MANOR LOOP	
33. NIKITA BOYD	58 Fitchett Rd	
34. Steve Bradley	2966 Gooney Manor Loop	
35. Ellen Irvine	233 Timberland Pl, Bentonville, VA	
36. Mark Thomas	4551 Bentonville Rd. Bentonville	

South Warren Residents Petition Presented to the Warren County Planning Commission

Denial of Conditional Use Permits in Browntown, VA on the Gooney Manor Loop

	Name	Address	Signature
37.	Wm Smedley	5811 Gooney Loop	Wm Smedley
38.	Jane Kivisto	4322 Bentonville Rd	
39.	Ann Shulman	1528 Gooney Manor Loop	
40.	Steve Colwell	1539 Gooney Manor Loop	
41.	Kathleen Kuller	2766 Gooney Manor Loop	Kati M. Priola
42.	James Scholtz	875 Gooney manor loop	
43.	Lisa Morris	3304 Gooney Manor	
44.	Mary Balserak	5305 Gooney Manor Loop	Mary Balserak
45.	Susan Swadley	2766 Gooney Manor Loop	
46.	Terry Berry	4872 Bentonville Road	
47.	Jack Bowen	5199 Bentonville Road	
48.	LaVaun Bowen	5199 Bentonville Rd.	
49.	Christine Hartman	5920 Gooney Manor Loop	
50.	Ron Miller	313 Sevenoak Dr.	
51.	Danny Pennington	43 Gooney Alley Rd	
52.	Patsy Pennington	43 Gooney Alley Rd	
53.	Dawn Lockhart	4804 Gooney Manor Loop	Dawn Lockhart
54.	Mike Reardon	4804 Gooney Manor Loop	
56.	Jacob Deavers	3826 Bentonville Rd.	
57.	Josh Beach	103 Smith Run Rd	
58.	Wes Beach	695 Broad Run Rd	
59.	Renee O'Connell	10691 Crest Hill Rd	Marshall, VA
60.	Cheryl Baker	500 Boyds Mill Ln	Bentonville, VA
61.	James Baker	500 Boyds Mill Ln	
62.	Nancy R. Deavers	5217 Gooney Manor Loop	Nancy R. Deavers
63.	John Jones	5499 Bentonville Rd.	
64.	Mark + Marianne Thomas	4551 Bentonville Rd	

South Warren Residents Petition Presented to the Warren County Planning Commission

Denial of Conditional Use Permits in Browntown, VA on the Gooney Manor Loop

Name	Address	Signature
65. DIANA HODGKISS	224 HOLIDAY CT. BROWNTOWN VA. 22610	Diana Hodgkiss
66. Angela Keller	5671 Gooney Manor Loop, Browntown, VA 22610	Angela D. Keller
67. Archie Haines	720 FETCHUTT ROAD, BENTONVILLE, VA 22610	
68. James Keller	5671 Gooney Manor Loop, Browntown, VA 22610	
69. Noah Keller	5671 gooney manor loop, Browntown, VA	
70. Elizabeth Shannon	224 Holiday CT. Browntown VA. 22610	Elizabeth Shannon
71. Nicholas Shannon	224 Holiday CT. Browntown VA 22610	Nicholas Shannon
72. DEE FLOYD	4 BROWNTOWN RD BROWNTOWN, VA 22610	Dee Floyd
73. LORRAINE SNIDER	1965 Bentonville Rd Bentonville	Lorraine Snider
74. Benjamin Scott Rowe	6 Wesley Lane	
75. Mary Goode	5144 BENTONVILLE RD. BROWNTOWN, VA.	
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Matt Wendling

From: planning
Sent: Monday, November 1, 2021 10:41 AM
To: Chris paulisch; planning
Cc: Tina Paulisch; Chloe Phillips; Matt Wendling
Subject: RE: Rural event center / commerce camp ground

Good morning:

Our office has received your comments and they will be included in the Planning Commission packets for the November 10 public hearing.

Joseph "Joe" Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

-----Original Message-----
From: Chris paulisch <cpaulisch2@gmail.com>
Sent: Saturday, October 30, 2021 5:37 PM
To: planning <planning@warrencountyva.net>
Cc: Tina Paulisch <tpaulisch.frcs@gmail.com>
Subject: Rural event center / commerce camp ground

Attn : Matt Wendling and the planning commission.

Dear sir ,
As an adjoining neighbor, 30 year resident, I'd like to bring to your attention our concerns with all conditional use permits. As applied by Edwin and Elizabeth and Diane Wright.

1 per Bobby Boyce VDOT land engineer , letter 10/26/21 for one venue "300% increase in traffic "
I therefore calculate 4 venues
could be a 1200% increase of traffic
Mr. Boyce of VDOT also points out "route 631 is a rural rustic road very poor vertical and horizontal alinement and narrow roadway. The roadway in the direct vicinity of this property is very narrow and in many locations only one lane wide. Roadway right -of -way and funding are not available to make any improvements to this environmentally sensitive road."
AND"Existing entrances do not meet requirements for the proposed use."

#2 per VDH Jim Davis 10/6/21
letter on the proposal
"All the proposed buildings and facilities must be connected to an approved onsite sewer system and water supply. Temporary facilities will not be approved.

3 possible 200 open air camp fires and grills , will Be detrimental to air quality and a large increase of forest fire danger.

4 added fiscal burden to county (tax payers) for , land fill for trash disposal and fire , rescue, and police services for the possible

800 guest , and additional people providing services - we could be seeing 1000 additional people per day - 365 days a year in our community.

#5 Browntown is a agricultural and residential community with historical areas.
It is not a commercial business center, nor should it be with out proper facilities and support.

Community :
safety, environmental health and
fiscally responsible development. Is what we as taxpayers of Warren County need.

Sincerely
Alfred C. Paulisch
Sent from my iPhone

TO: Warren County Planning Commission
FROM: Stephen Colwell
Shenandoah Woodlands LLC
1539 Gooney Manor Loop
Browntown/Bentonville, VA 22610

RE: Four Related Applications for Commercial Campgrounds and Event Centers
Tax Map Parcel 4 - Lot 25 & Parcel 47 Lot 12
Public Hearing Date: November 10, 2021

Updated Statement by Stephen Colwell
November 3, 2021

The Applicant for these four related Conditional Use Permits is using one of the oldest and most cynical tricks in the negotiating book: He is making outrageous initial demands and then will try to appear to be "reasonable" and "listening to the concerns of his neighbors" by "compromising" and making a smaller demand later or agreeing to pursue "only" two of the current applications. The Commission should reject these entirely inappropriate applications for a Conditional Use Permits. If the Applicant re-applies, he should be required to address in detail the many, many legitimate concerns of his neighbors on Gooney Manor Loop and in the greater Browntown area.

The lands around Gooney Manor Loop are zoned Agricultural for good reason. It is beautiful pasture and forest, much of which borders on or is close to the Shenandoah National Park. The social and cultural history of the area is tied to agriculture, hunting and forestry. Gooney Manor Loop itself is a narrow, winding road that has already been the site of traffic accidents and many "near misses."

Bending or breaking the current zoning rules to allow commercial campsites and increased noise, traffic, sewage, fires and smoke would not only be dangerous, it would also be a slap in the face to all of the other property owners in the area who have respected the Agricultural zoning designation, including those who relied on that zoning designation when they purchased their land.

My own company, Shenandoah Woodlands LLC, is based on Gooney Manor Loop, where I live on land purchased by my wife's family almost sixty years ago. We still raise cattle and grow hay on Strawberry Fields Farm which includes a large tract – Parcel 43- Lot 49 – with a long border with the Dryer Farm. I have invested a substantial amount of time, energy and money to create a small, residential subdivision on the Loop that respects the natural environment and my neighbors, keeping a large portion of the in agricultural use and forest conservation and minimizing visibility of any new home from the road and my neighbors. Agricultural zoning creates strict guidelines on the shape, size and uses of Lots within the zone, and it should. I sometimes am overwhelmed by the challenge of trying to satisfy all of the zoning requirements, but I know that \observing strict zoning controls is the best way to make sure that inappropriate land uses – such as the ones presented in these applications – are not allowed.

I am not "anti-development" or "anti-growth." I am, however, opposed to people who try to get around the rules and use deceptive practices to take short-cuts and try to get special treatment. The Agricultural zoning that has been in place in our valley for many decades has served the valley well. It should stay in place and both the spirit and the letter of the Agricultural zoning requirements should be followed.

Many of my neighbors on the Loop and in Browntown are submitting their own comments about the danger of fire, congestion, noise, litter, air pollution and a variety of other negative impacts that the current application entails. I join my voice with theirs in urging that this application be rejected. But that is not all: the Commission should be wary of the next "compromise" application that these applicants would surely bring for "only" 50 campsites (or something similar). These proposed land uses – at almost any scale - are dangerous and entirely inappropriate for Gooney Manor Loop and the Browntown area.

I listened to Edwin Wright's presentation at the BCCA community meeting on Monday November 1. While I applaud him for showing up, I was extremely disappointed by the evasiveness of his answers. His response to questions about the greatly increased risk of wildfires, trespassing, speeding, drunkenness etc. was always to say that he "hoped" and "believed" people would follow the rules and so there would be no trouble.

Either he is extremely naïve or he is lying.

I was stunned by his lack of experience. Wright admitted during the BCCA session that he has no experience either managing campgrounds or event centers. Similarly, he has no experience with crowd control, event management, traffic coordination and all of many the other skills that would be required to pull off even one of the four proposed new uses of the land. When he said that he was "exploring" having a full-time staff member on the property, he acted as though this was a major concession, when having multiple staff would be the bare minimum to prevent problems from spilling over into the neighboring properties.

He is treating this whole process as though it is a "grand experiment" where he will learn while he goes. Unfortunately, it is the people, forest and wildlife in the area that will suffer if he doesn't learn fast enough.

I am a proud member of the Izaak Walton League of Warren County which also owns neighboring property. I cannot and do not speak for the League or the local Chapter, but I will share what I concluded and reported to them about these Conditional Use Permit Applications following the BCCA meeting:

This is a disaster waiting to happen. Nothing less.

Weight admitted during the session that he has no experience either managing campgrounds or event centers, and he proposed two of each of these on Gooney Manor Loop with up to almost 400 campers/event goers.

evasi

My conclusion, after reading the application and listening to him talk is that this is a "disaster waiting to happen."

I am not anti-growth or anti-development - as long as it is done wisely and with consideration of all factors. Clearly that is NOT the case here.

Weight admitted during the session that he has no experience either managing campgrounds or event centers, and he proposed two of each of these on Gooney Manor Loop with up to almost 400 campers/event goers. His answer to questions about wildfire, trespassing, speeding, drunkenness etc was always to say that he "hoped" and "believed" people would follow the rules.

Matt Wendling

From: planning
Sent: Monday, November 1, 2021 10:41 AM
To: Sally Berry; planning; tpaulisch.frcs@gmail.com; trberry21@gmail.com; saberry1958@gnail.com
Cc: Chloe Phillips; Matt Wendling
Subject: RE: purposed event center/commerce campground

Good morning:

Our office has received your comments and they will be included in the Planning Commission packets for the November 10 public hearing.

Joseph "*Joe*" Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: Sally Berry <saberry1958@gmail.com>
Sent: Saturday, October 30, 2021 7:21 PM
To: planning <planning@warrencountyva.net>; tpaulisch.frcs@gmail.com; trberry21@gmail.com; saberry1958@gnail.com
Subject: purposed event center/commerce campground

ATTN: Matt Wendling and the Planning Commission

Dear Sir,

I am a 65 year resident of Browntown, Virginia with concerns over the proposed event center and campground planned for Gooney Manor Loop. Our property adjoins this property.

I am concerned with:

1) hunting safety
2) large increase in traffic on a very narrow road
3) open fires in a high wind area and smoke pollution
4) extra burden on taxpayers
5) impact on wildlife
6) impact on designated historical areas

I am opposed to the use of this property as an event center and campground for the above reasons.

Sincerely,
Terry and Sally Berry
4872 Bentonville Rd
Bentonville. Va 22610

Matt Wendling

From: planning
Sent: Monday, November 1, 2021 10:38 AM
To: Ann Shulman; planning
Cc: Chloe Phillips; Matt Wendling
Subject: RE: Public comment: Nov. 10, 2021 hearing on Application for Tax Map 44 Lot 25

Good morning:

Our office has received your comments and they will be included in the Planning Commission packets for the November 10 public hearing.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: Ann Shulman <ann@philanthropyassociates.org>
Sent: Monday, November 1, 2021 9:18 AM
To: planning <planning@warrencountyva.net>
Subject: Public comment: Nov. 10, 2021 hearing on Application for Tax Map 44 Lot 25

TO: Warren County Planning Commission
FROM: Ann Shulman, 1528 Gooney Manor Loop
RE Public comments on: Application for a Conditional Use Permit for a Commercial Campground, Tax Map 44, Lot 25, Public Hearing November 10, 2021

Dear Sir or Madam:

My family has owned and loved property on Gooney Manor loop for 56 years. I am writing to express my strong opposition to this wholly inappropriate proposal by Edwin Wright for a Conditional Use Permit on Tax Map 44, Lot 25. I oppose this application for the following reasons:

1. Safety Concerns: the very narrow country lane that is Gooney Manor Loop cannot support additional traffic. There have already been a series of accidents, and adding anywhere near this volume of additional traffic would be dangerous and unconscionable for the current residents who have no choice but to use this road for work and to obtain the necessities of life.

2. Zoning: this area is zoned for agricultural purposes. There is nothing about the proposed project that makes sense within the zoning and no reason to break zoning for a project that goes against the interests and purpose of the land so egregiously.

3. Culture: Having camp grounds is not part of the culture of the area, where residents take great pride in their properties and place great value on their privacy.

4. Health concerns: Camp sites without shower or toilet facilities will likely lead to people using the land as their toilet - further pollution both land and the wonderful network of streams that we are fortunate to have.

5. Garbage: there is already a problem with one resident using the loop as their personal garbage can. Having a bunch of campers come and go would be impossible to monitor and the increase in garbage from their outdoor stays, campfires, BBQ's and travel on the loop would be very detrimental to the health, safety, beauty and character of this valley.

6. Pollution: Noise, air and light pollution from visitors sleeping, living, cooking and eating outside would be horrible. No need to elaborate on this.

Finally, proposing 200 camp sites is so out of proportion to anything close to reasonable that I believe the applicant is doing this only in order to appear reasonable if he backs down to fewer sites. Please do not fall for that approach. The whole idea has no place in Browntown or on Gooney Manor Loop.

Please reject this application for campsites on Gooney Manor Loop, as it is dangerous, inappropriate and would have extremely detrimental affects to health, safety and the character of this charming region that would fundamentally decrease the value of the property of every one here.

Sincere thanks for your attention to this matter.

--

Ann Shulman
1528 Gooney Manor Loop
Browntown, VA

Matt Wendling

From: Joe Petty
Sent: Wednesday, November 3, 2021 8:43 AM
To: Tina Paulisch; Matt Wendling
Subject: RE: Event and campground proposals

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: Tina Paulisch <tpaulisch.frcs@gmail.com>
Sent: Monday, November 1, 2021 12:51 PM
To: planning <planning@warrencountyva.net>
Subject: Event and campground proposals

Dear Mr. Wendling and the Planning Commission,

I am a resident of Browntown, Virginia and my home is on the Gooney Manor Loop.
I am very concerned over the 2 proposed event centers and the 200 campsites planned for Gooney Manor Loop. The Impact on Community safety, citizens health, and protecting the environment is a priority in our small agricultural historic town.

Below are just some of my concerns:

1. Route 631 has very poor vertical and horizontal alignment and is very narrow.
2. A 300% **plus** increase of traffic and risk to pedestrians, cyclists, and joggers.
3. Detrimental Impact on air quality, residents' health, and the environment due to Particulate Matter Pollution from a potential 200 plus open-are fires.
4. Large increased risk of forest fire danger.
5. Availability and capabilities of Fire, Rescue and Emergency Service resources.
6. Additional Burden on taxpayers

Thank You for your dedication and commitment to serving Warren County.

Respectfully,
Christina Paulisch

To: Warren County Planning Commission

From: Jake Horowitz (5433 Gooney Manor Loop, Bentonville)

Re.: Conditional Use Permit Application for 2905 Gooney Manor Loop and 0 Wellspring Road

Date: November 2, 2021

I'm writing to oppose the applications for conditional use permits at 2905 Gooney Manor Loop and 0 Wellspring Road. 200 campsites (along with other facilities) would, in my opinion, substantially increase traffic and negatively impact the quality of life in and around Browntown.

I'm open to a campground on Gooney Manor Loop, and appreciate Mr. Wright's courteous manner and engagement with the community, but don't support a campground of the size proposed in the permit applications.

Matt Wendling

From: Joe Petty
Sent: Wednesday, November 3, 2021 1:23 PM
To: Jeffrey Parsons
Cc: Matt Wendling
Subject: RE: Conditional Use Permits for Commercial Campgrounds and Rural Events Facilities. 2021- 10-07, 2021- 10- 08. 2021- 10-09, 2021- 10- 10 Tax Map# 44-25 & 47- 12

Good afternoon:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph "Joe" Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

-----Original Message-----
From: Jeffrey Parsons <jppva@me.com>
Sent: Wednesday, November 3, 2021 8:52 AM
To: Joe Petty <jpetty@warrencountyva.net>
Subject: Conditional Use Permits for Commercial Campgrounds and Rural Events Facilities. 2021- 10-07, 2021- 10- 08. 2021- 10-09, 2021- 10- 10 Tax Map# 44-25 & 47- 12

Dear Mr Petty,

My wife an I reside at 4859 Bentonville Rd in Browntown, VA. We reviewed the subject conditional use permits and strongly object to their approval. We moved to the Browntown area nearly 10 years ago to get away from traffic and unsafe road ways. Approving these conditional use permits will increase traffic in our area as conformed by the VDOT review of the permits. Increased traffic on narrow roadways is a safety hazard and will lead to increased accidents and the potential loss of life. If the owners are truly concerned about finding a way to preserve the area, they should consider the Virginia DCR Land Preservation Tax Credit program.

We strongly encourage the planning commission to disapprove the permit requests.

Jeff and Pam Parsons
4859 Bentonville Road
Bentonville, VA 22610
540.252.2045 (H)
703.300.7625 (M)

Mr. Petty,

This letter in in reference to the 4 Conditional Use Permits submitted by Edwin Wright, being considered for the Browntown area of Warren County.

As long time, residents of Warren County, and 16-year residents of Browntown, we have several concerns about the proposed project.

Browntown has remained uniquely rural area of Warren County. Still holding on to its roots as a farming community. The recent addition of Browntown to the Historic District registry of Virginia and the National Park Service shows how much the residents here wish to maintain the rural character of the area. I am fearful that approval of the proposed events centers and campgrounds will go a long way to undermining the character of our community.

The scale of the project far exceeds anything that the little county roads of Browntown can handle. Quoting the VDOT comment letter "Route 631 is a rural rustic road with very poor vertical and horizontal alignment and narrow roadway" and goes on to predict a **300%** increase in traffic on our beautiful country road. This will be 365 days a year for facilities that will be open year-round. Obviously a 300% increase in traffic would be devastating to the residents who live on, what is essentially a residential street. Anyone who drives around Gooney Manor Loop on any given day can tell you. There are folks out walking, riding bicycles and running, enjoying this quiet, beautiful country road.

This leads us to the concerns of the impact to character of the roadway itself. Browntown fought hard many years ago to preserve the historic rock walls and ancient trees of Gooney Manor loop when VDOT made road improvements to the then gravel road. The changes that would have to be made to make entranceways to these facilities VDOT compliant would these features in jeopardy.

We attended the Browntown community meeting where Mr. Wright talked about the plans for this project. We feel like there are just so many unanswered questions about how all this will be managed and what the real impact on the environment will be. Including water supply, waste management, wildlife management, people management the list goes on and on. As much as Mr. Wright wants to maintain the rural nature of Browntown, we just don't think that bringing hundreds of cars and people into our community, on a daily basis, is the way to do it.

There is no doubt that there will be growth in Browntown, no matter if this gets approved or not. We just feel like this type of growth will be overwhelming for the infrastructure and for the folks that live here. We all love Browntown and desperately want it to remain the beautiful quiet community we have fought so hard for.

Sincerely,

Allan B. Brockway, Linda R. Arnold

99 Gooney Run La, Browntown, VA 22610

Matt Wendling

From: Stacie Mikels <snrmikels@gmail.com>
Sent: Friday, November 5, 2021 9:29 PM
To: bobby.boyce@vdot.virginia.gov; Matt Wendling
Subject: Warren County - Route 631 Gooney Manor Loop CUP applications

Dear Mr. Boyce and Mr. Wendling,

I recently heard about the CUP applications from Edwin Wright regarding the 2 campgrounds and 2 event centers that he would like to build.

After reviewing the VDOT statement that Mr. Wright provided to local residents, I realized that all of those figures should be doubled. The VDOT assessment provided was based on 1 campground and 1 event center. There are actually 4 CUP applications resulting in 2 campgrounds and 2 event centers. Could you please provide me with an updated copy of this letter to reflect the doubled numbers?

With the doubled numbers, how can VDOT recommend this increase in traffic in this area with these narrow roads? The residents in Browntown have some major concerns and we'd like the numbers to reflect accurately in this situation. We want to present the real numbers and real influence that adding these 4 properties will have within our community and environment.

Thanks,

Stacie Mikels
Concerned Citizen and member of "Stop Browntown Commercial Development" group.

Matt Wendling

From: Joe Petty
Sent: Wednesday, November 3, 2021 3:51 PM
To: gretchen provenzano
Cc: Matt Wendling
Subject: RE: Browntown Campsite

Good afternoon:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph "Joe" Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

-----Original Message-----
From: gretchen provenzano <gghproven@gmail.com>
Sent: Wednesday, November 3, 2021 2:08 PM
To: Joe Petty <jpetty@warrencountyva.net>
Subject: Browntown Campsite

I strongly oppose the building of proposed campsite.

Environmental impact destructive to small game, nesting animals, riparian run off and increase in pollution.
Extreme fire hazard with only Browntown and Bentonville engines close by to navigate dirt road.
The VDOT concerns are accurate and We Citizens Like The Road as IS. A charming loop around the mountain.

Economically adds zero to the community of our village. Homes would at least add to tax base and families would learn the roads.
200 different travelers negotiating Unfamiliar turns will undoubtedly increase car accidents.

Campers bring their food to cook out, not likely to be out at a brewery or wine tasting.

Beer drinking around the fire IS the Destination!!!

No Campground!
No public Event Centers!

This is all about Dryer/Wright making money at the discomfort of neighbors, destruction of our small community.
No one benefits except Edwin.

Warren county has multiple campsites.

Respectfully,
Gretchen G Provenzano RCP

Sent from the Frontier

DATE: 03 NOVEMBER 2021

TO: Warren County Planning Commission, 220N Commerce Avenue, Front Royal, VS 22630

FROM: Daniel and Christine Gall, 1280 and 1286 Gooney Manor Loop, Browntown/Bentonville, VA 22610

SUBJECT: Request disapproval to all four of the following Condition Use Permits (CUP) applications for being considered by the Planning Commission at the Public Hearing scheduled for 10 November 2021:

CUP Application for: A Commercial Campground (for a 100 campsites) at Wellspring Road in Browntown (TAX MAP 44 25)

CUP Application for: A Rural Events Facility at Wellspring Road in Browntown (TAX MAP 44 25);

CUP Application for: A Commercial Campground (for a 100 Campsites) at 2905 Gooney Manor Loop in Browntown (TAX MAP 47 12).

CUP Application for: A Rural Events Facility at 2905 Gooney Manor Loop in Browntown (TAX MAP 47 12).

1. I submit this document to be included with all four of the above listed CUP applications in the subject line because they are all related to each other by the same applicant affecting the same surrounding Browntown residents, particularly those, like myself, who live on Gooney Manor Loop Road.

2. I own two family properties with my homes near the proposed Campsites. I purchased my properties specifically because I relied on the Agricultural zoning of this area when I made my purchase. Based on my understanding, these proposed commercial ventures ostensibly violate the intent of Agricultural zoning by bringing four major commercial ventures adjacent to my properties and in addition, posing significant safety risks that don't current exist today. I am requesting that the planning commission disapprove all four CUP applications primarily due to many serious safety concerns to my family and surrounding neighbors. These safety concerns (among many other concerns) were verbally raised at a Browntown townhall meeting on 01 November 2021 where over 100 Browntown residents, along with myself, asked the applicant, Edwin Wright, how he would ensure the safety of the surrounding community. Edwin failed to provide adequate answers to any of the safety concerns raised by the community members, especially regarding on how he would ensure the safety of the residents and their homes/properties that completely encircle these two proposed campsites and two proposed rural events facilities along Gooney Manor Loop road. All he could say is that he "hoped" things would work out for the best which was completely unprofessional, irresponsible, and offensive due to the applicant's total disregard for the safety of families that surround his proposed sites.

3. Primary Reasons for Disapproval Related to Community Safety:

a. LACK OF EXPERIENCE. The applicant has no experience or skills managing campsites or event centers. Edwin Wright confirmed with the audience that he has no experience with safety management, camp and fire management, crowd control, traffic coordination, event management and anything else related to running campsites or event centers. All he could say was that he planned to learn over the next two years and clearly had no concerns placing all safety risks and burden on the community residents.

b. A DANGEROUS INCREASE IN TRAFFIC ON GOONEY MANOR LOOP ROAD. The applicant is willing to place residents to include children, and grandchildren who live on Gooney Manor Loop at a much higher risk for vehicle accidents. The only road access to the two campsites and two Rural Event Centers is via Gooney Manor Loop road. VDOT confirms this "rural rustic road with very poor vertical and horizontal alignment and narrow roadway geometry that carries an average of 80 trips per day" and that the road to be "very narrow and in many locations only one lane wide." VDOT estimates a single event at one Rural Event Center will "generate an additional 160" trips" not including the campsites. With the proposed two Rural Event Centers, this increased to approximately 360 trips per day on the same road. In addition, the applications make up 200 total campsites, and at full capacity assuming just one car per campsite, this would equal a minimum of 200+ trips a day from campers on the same small road which is already dangerous with just 80 trips a day by residents who are familiar with the road. VDOT estimates a 300% increase in traffic for just one single event at one Rural Event Center. The applicant had no answer how he would ensure the safety of those who live on Gooney Manor Loop with this substantive increase in traffic by tourists and campers.

c. A SIGNIFICANT INCREASE IN THE PROBABLY OF FOREST FIRES. There will be a total of 200 campsites on top of a ridge with exceptionally high winds due to the natural wind funnel of the valley. Residents who have lived in this valley all their lives expressed their grave concern for the high risk of forest fires with many campfires every night of the year on a ridge with notoriously high winds. The applicant had no answer how he would ensure fire prevention other than calling the local fire department in case of a fire.

d. A SIGNIFICANT INCREASED THREAT TO THE PHYSICAL SAFETY OF THE SURROUNDING RESIDENTS. These campsites will allow alcohol to be consumed by up to 400 event guests (for the two Rural Event Centers) and a minimum of 200 campers a day which equates to potentially over 219,000 guests and campers per year to this small rural community with less than 2,000 residents. The applicant could not explain how he will prevent event guests and campers from bringing weapons or drugs onto his campsites and events, nor could he explain how he planned to prevent these event guests and campers from wandering into the surrounding resident properties and causing trouble. His only answer was if the residents have issues with the event guests or campers, to call 911. Normally people call 911 after something serious has already happened which is unacceptable. The applicant had no safety prevention plan and expressed no concern for the safety of surrounding residents.

4. Other reasons for disapproving these applications:

a. ALL FOUR PROPOSALS WILL ADVERSELY IMPACT THE COMMUNITY OF THE ENVIROMNENT. This was clearly articulated to the applicant by the community members a the 01 November 2021 Townhall meeting. However, under Section D, in Wright_CUP2021-10-28_APPLICATION, AOJ.pdf, Edwin Wright states "No" to question D.(1). If this would adversely impact the community. On this basis only, these applications should be disapproved until the applicant can acknowledge and formally address how he will mitigate all the adverse impacts to the community that residents of the same community posed to him. His proposals will absolutely destroy the natural beauty and peaceful remoteness of this small valley community at his profit and to the loss of community members.

b. SIGNIFICANT INCREASE IN TRASH AND LITER. With potentially over 200,000 event guests and campers coming to this small valley community each year, it was clear to all the community residents at the town meeting that there would be a significant degradation to the local environment due to an increase in liter and refuse that does not currently exist with the existing community residents. The applicant clearly had no experience managing this level of trash management or increase of liter around the Gooney Manor Loop road other than "I will personally clean up the litter" which confirmed the applicant had no real plan for trash or litter control therefore putting this burden on the community residents.

c. SIGNIFICANT INCREASE IN LIGHT AND NOISE POLLUTION. The two Rural Event Centers with their two amphitheaters that will host music venues will absolutely increase the noise pollution to a small valley where every sound carries far throughout the valley. The applicant had the audacity to claim his venues would not increase noise pollution which defies science. The planned parking lots and 200 campfires each night absolutely increase the light pollution to the residents who live in the valley and those visitors driving on Skyline Drive looking down into the valley.

d. NEGATIVE IMPACT ON LOCAL WILDLIFE. With potentially over 200,000 additional visitors to this small valley, the community expressed the concern of the negative impact on the bear, deer, and other animals that will venture into these campsites for food which will negatively impact surrounding residents.

e. UNWARRENTED COMMERCIAL DEVELOPMENT OF A SMALL RURAL COMMUNITY. The applicant claims that he is trying to find ways to protect "unwarranted residential development". However, he disregarded options such as conservation easements that actually benefit the rural nature of the community. Residential development brings accountability because the residents want to protect and take care of their property and their surrounding neighbors. These commercial ventures will bring in potential over 200,000 tourist (strangers) a year with little to no accountability in protecting the rural nature of the community. I am not an expert, but this completely violates the intent the Agricultural Zoning requirements that the residents who own property in this area must comply with.

5. Finally, the residents of Browntown made it clear to the applicant, Edwin Wright, that his applications for two campsites and two Rural Event Centers were in not good for the community. If he truly was concerned about the community residents and their safety concerns that were clearly expressed to him, he ought to rescind his applications until he can adequately address these concerns. But at the meeting, it was obviously he was willing to disregard the community safety concerns and leave it up to the planning commission to make the decision. So, I implore all the members of the planning commission to disapprove all four applications until the applicant and adequately address the safety concerns of the community.

Thank you for your consideration.

Dan and Christine Gall

Kelli and Timothy Sinnett
91 Brayden Lane
Bentonville, VA 22610
Tel: (540)810-3339

November 3, 2021

Warren County Planning Commission
220 N. Commerce Avenue
Front Royal, VA 22630

RE: Concerns regarding Conditional Use Permits for Commercial Campgrounds and Rural Events Facilities at locations 2905 Gooney Manor Loop Tax Map# 47-12 and 0 Wellspring Road Tax Map# 44-25

Dear Commissioners:

As a resident of Gooney Manor Loop, I would like to offer my comments regarding Edwin Wright's requests for Conditional Use Permits for Commercial Campgrounds and Rural Events Facilities. I have much to say on the subject but I will stick with a few key points.

My husband and I live on Gooney Manor Loop and both of us travel Browntown Road, Bentonville Road and Gooney Manor Loop, at minimum, twice a day. As Arthur "Bobby" Boyce – Land Development Engineer for the Virginia Department of Transportation appropriately stated, *"Route 631 is a rural rustic road with very poor vertical and horizontal alignment and narrow roadway geometry that carries an average of 80 trips/per day. The roadway in the direct vicinity of this property is very narrow and in many locations only one lane wide. Road right-of-way and funding are not available to make any improvements to this environmentally sensitive road."* Mr. Boyce is absolutely right in his description, however, this will affect the ENTIRTY of Gooney Manor Loop not just *"the roadway in the direct vicinity"*. You see, the whole of Gooney Manor Loop can be described in the exact way and because it's design is a "loop" there are two separate entry points that travelers will be using...regardless of the driving directions they may be given. It happens all the time, even the Front Royal pizza delivery drivers get lost on the loop. This means A LOT of additional traffic for ALL of Route 631 and THAT poses a serious hazard. In addition to the plethora of areas that are "only one lane wide" we also have many blind turns, large tractors delivering feed, animal trailers, tons of road-wandering wildlife, cyclists, runners/walkers and oncoming traffic. Navigating this road is difficult for even the veteran Gooney Manor Loop drivers. Residents continually have to back up (in blind areas) to let the mailperson, work trucks, FedEx, UPS, utility vehicles, etc. pass. This is most certainly not an area that can handle a 300% increase in traffic. On a side note, I believe 80 trips per day to be extremely low for the current road usage.

Additionally, Mr. Wright states in his application letters that he would like to bring *"...visitors out to our land to enjoy the natural beauty and peaceful remoteness of our community..."* and also that he hopes *"through agritourism we and our neighbors can find alternatives to residential development and keep our agricultural districts open and appealing resources for our community and visitors alike."* Mr. Wright is a business man, having no less than 3 businesses currently. He would undoubtedly make a hefty

amount utilizing his land in this way, but at what cost to the residents in the area? I can speak from personal experience, "campers" are not invested in the area they visit. An overnight guest simply does not have the same amount of love and respect for the people, land, wildlife, environment and road safety, than that of a Browntown land owner. These proposals are a direct gut-punch to our community...the unsafe amount of traffic, the noise (we live in a valley shaped like a bowl...everything echoes...ALL DAY and NIGHT), the speeding, the additional threat of wildfires, the trash, the negligent feeding of our wildlife and an increase in drunk drivers either coming or going from an event or camping. Trespassing is a threat as well, since Mr. Wright kindly wrote the following to his guests that want to hike, *"We are centrally located in a region that has millions of acres of protected lands. We have our favorites which we are happy to suggest, but beauty abounds in every direction. We encourage you to explore our trails, creeks, ponds, woods, and hilltops to your heart's content"*. I live on the opposite hillside of the Wellington Road property – and I, for one, DO NOT encourage any of his would-be guests to "explore" just anywhere since PRIVATE PROPERTY also surrounds Mr. Wright's land more immediately.

In closing, my husband and I DO NOT support any of Mr. Wright's 4 proposals. His goal is to generate as much money as possible (with little regard for the community) under the guise of sharing *"our peaceful remoteness"* this was also laced with the threat of *"selling it off in little pieces for residential development"* if does not get his way. Honestly, if those are our only 2 options, my husband and I would rather see Mr. Wright sell parcels to families looking to build homes. Property owners that develop a vested interest in all the things that matter so very much to Browntown's current residents. The Blue Ridge Mountains account for nearly 615 of the nearly 2000 miles of the Appalachian Mountain range. Hence, countless campgrounds, parks, trails, and activities available for agritourists, therefore, Mr. Wright need not worry about the lack of exposure to natural beauty these individuals may experience. Virginia is a lovely state there is no shortage of breathtaking areas. Our small piece of land is every bit as important as his, it's our safe haven, serene, and calm; we will not condone Mr. Wright's willingness to **poison** our paradise for the sake of lining his own pockets.

I am sure the Planning Commission will weigh carefully each residents concerns brought before you in making a decision.

Thank you so very much for providing an opportunity for residents to express their serious and valid concerns over these projects.

Sincerely,

Kelli and Tim Sinnett

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:23 AM
To: cheryl baker
Cc: jsbaker@cox.net; Matt Wendling
Subject: RE: Vote NO to Edwin Wright Zoning Permit

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: cheryl baker <cbaker9@cox.net>
Sent: Wednesday, November 3, 2021 6:22 PM
To: planning <planning@warrencountyva.net>; Joe Petty <jpetty@warrencountyva.net>
Cc: jsbaker@cox.net
Subject: Vote NO to Edwin Wright Zoning Permit

Dear Mr. Petty and the Warren County Planning Committee,

Thank you in advance for reading this email. We would like to express our concerns about the recent proposal by Edwin Wright to obtain a permit for 2 areas of 100 camping sites each and for 2 event centers on Gooney Manor Loop in Browntown. For the record, my husband and I have been homeowners in Browntown since 2012. We chose to have a home in this area because of its quiet, rural atmosphere. I'm sure you have heard from many residents on this matter, so we will just highlight our most major concerns:

SUMMARY

- Lack of transparency by Mr Wright to the affected community regarding this request and his unwillingness to discuss his future plans to add a winery and brewery.
- Underestimation by Mr Wright of the traffic impact and related safety concerns such as speeding, congestion, and danger to pedestrians and bicyclists on rural roads designed for a farming community.
- Underestimation by Mr Wright of the noise and light pollution impact, and lack of an independent study regarding this issue.
- Lack of clear explanation by Mr Wright regarding food/trash waste and frequency of pick-up, both on-site and along neighboring roads.

- Underestimation by Mr Wright of the creek/stream/water table impact and lack of an independent study regarding this issue.
- Underestimation by Mr Wright of potential fire hazards/emergency vehicle access and lack of an independent study regarding this issue.
- No explanation by Mr Wright on plans for displaced wildlife/environmental studies and lack of an independent study regarding this issue.
- Zero experience by Mr Wright in running campgrounds and event centers & related lack of thought regarding staffing needs.

DETAIL

LACK OF TRANSPARENCY

The fact that this process was not transparent. The only reason we even knew about it was because someone put up a homemade sign near the Browntown community center. If not for the sign, the application for a permit could have passed without any neighbors even knowing about it.

TRAFFIC AND SAFETY CONCERNS

The fact that this venue could attract upward of 340 cars (this number was mentioned at the Browntown meeting Tuesday night). This is based on 2 campgrounds with 100 sites each and 2 event centers. Like neighbors were saying, campers don't just show up Friday and leave Sunday. They are driving during their entire stay: to town to get food, to Skyline Drive, to the Shenandoah River, etc for fun activities. So the total number of trips could be way over 340 round trips. Browntown Road is already busier than it has been in recent memory with all of the new homes going in. We frequently already wait for a half dozen speeding cars to go by before we can even turn onto Browntown Road from our neighborhood. And most importantly, any additional traffic is a major safety hazard to the increasing number of pedestrians and bicyclists who are already here and trying to enjoy the quiet and beauty of the Browntown area.

NOISE & LIGHT POLLUTION

The fact that neighbors could be disturbed by noise pollution from concerts until 10 or 11 at night. We feel like it isn't right that homeowners who purchased a home in a quiet, rural area are now being subjected to living right next door to a concert venue. Along with this is light pollution. Star gazing is one of our favorite things to do here. We are a mile or two away so it probably won't impact us as much, but it certainly will the neighbors (even if down lighting is installed as per what Mr Wright stated).

TRASH CONCERNS

The fact that trash considerations haven't really been considered. Edwin Wright said he would continue to help with the clean-ups along Browntown Road. But it's

going to get a lot worse with more non-locals driving up and down Browntown. Look at Browntown Rd and Poor House Rd after some weekends....fast food bags and cups are strewn all along the roadside. The other major concern with trash is Bears. We had a bear come right up to our front deck around 5 p.m. a few weeks ago in an attempt to pull down our birdfeeder. What is going to happen when bears are smelling all the food at these 200 campsites? These campers may not be aware of bears nearby and what that really entails about securing their food and trash. Edwin says he will tell campers the rules. I'd be surprised if most campers would be able to bear proof their tents and coolers! Unfortunately, it's the wildlife that pays with their life when people make mistakes and something bad happens. The volume of trash from 200 campsites and the 2 event centers seems to not have been highly considered either.

WATER TABLE CONCERNS

The fact that water concerns were just glossed over. We're not engineers who know the specifics of the area's water table. We don't understand how 200 campsites and 2 event centers will have wells adequate enough to support showers and toilets for everyone (200 campsites alone means probably 400+ people). What happens in months like August when there isn't much rain? Our water table gets drawn down by 400+ non-local people who are here each weekend?

FIRE CONCERNS

The fact that fire concerns were just glossed over. I'm not sure what a forest service firepit (Edwin mentioned it) is, but are all 200 campsites going to be safe on windy days? Neighbors were very concerned the mountain and/or their nearby homes could catch fire. The road up to the campsites were described as very narrow (neighbors frequently having to back up to let someone get by) and that seems worrisome if you have to get emergency vehicles in there quickly. (I believe the local Browntown firestation isn't even up and running now)

DISPLACED WILDLIFE/ENVIRONMENTAL IMPACT

The fact that there hasn't been any study about environmental concerns, impact on wildlife etc.

LACK OF EXPERIENCE

And the last major concern we have is just the total lack of experience that Mr Wright has running a campground. He has other businesses in town and would hire out someone to oversee the campground (this seemed like a last second concession to neighbors who were worried about all of the people, possibly (likely!) drinking and having fires at their camps. He said he would be there as much as would be needed, but also said maybe 20 hours a week. Every topic discussed by Mr Wright seemed not very well thought out. Approval of the permit

will give every advantage to an inexperienced Mr Wright to the detriment of the entire community in so many ways.

Please mark us as **OPPOSED** to this application and please vote **NO** to the permit.

Thank you,

Cheryl & Jim Baker
Boyds Mill Lane, Bentonville VA 22610 (really Browntown!)

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:24 AM
To: Maxwell House
Cc: Matt Wendling
Subject: RE: CUP202CUP2021-10-07 – Edwin Wright, CUP2021-10-08 – Edwin Wright, CUP2021-10-09 – Edwin Wright and CUP2021-10-10 – Edwin Wright
Attachments: MLRCampingRules.pdf

Good afternoon:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: Maxwell House <maxwell66house@gmail.com>
Sent: Wednesday, November 3, 2021 7:17 PM
To: Joe Petty <jpetty@warrencountyva.net>; planning <planning@warrencountyva.net>
Subject: CUP202CUP2021-10-07 – Edwin Wright, CUP2021-10-08 – Edwin Wright, CUP2021-10-09 – Edwin Wright and CUP2021-10-10 – Edwin Wright

Dear Mr. Petty and fellow planning committee members,

We are unable to attend your meeting on Wednesday, November 10 and thank you for the opportunity to comment on these four requests for conditional use permits that if granted will change approximately 253 acres from agriculture to commercial use along the Gooney Manor Loop.

We have been Warren County homeowners for over 7 years and have spent many years before that visiting Warren County - specifically Browntown/Bentonville. A key factor in our decision to be a part of the Browntown/Bentonville community was the County's commitment to responsible zoning, which preserved the environmental beauty and safety of the residents.

A few of our concerns in regard to the above applications are:

Traffic Safety:
I walked a portion of the Gooney Loop today, November 3, 2021 (as I have many time over the years) and one of our safety concerns occurred. A moving semi-truck was trying to make the sharp turn off of Browntown Road onto Smith Run and we were almost hit by frustrated cars (3 in less than 5 minutes) that wanted to pull around the large moving van into the ongoing traffic lane to get by. We were off the road and this was a portion of the Loop that is actually two lanes. How can increasing traffic by 300% (according to VDOT) not be a disaster in the making - especially all the winding single lane portions of the Loop - which non-residents would not even, be aware of. Weather conditions and night darkness will also contribute to unsafe driving conditions.

Fire and Rescue Safety Issues:
The population along the Loop has been increasing exponentially faster with the addition of so many new homes with more on the horizon. We, who have been investing in Warren County with our taxes and involvement, are concerned

about the current ability to meet the fire and rescue needs of existing, new and future residents. Adding hundreds of campers and event attendees to an already stretched capability for fire and rescue is a valid safety issue. The MLR Camping rules inform camping guests to review the on site bulletin board for updated information on burn bans and available water stations when using the fire rings and BBQ grills is an inadequate safety measure.

Questions and concerns about additional rules outlined in the Manor Line Ranch Camping Rules (attached and quoted below)

Firearms

"No weapons may be used or transported on the property without a Hunting License issued by Manor Line Ranch."
Does this mean Mr. Wright will be issuing licenses and allowing hunting on the acreage he is requesting be zoned commercial?

Trash

"At night, all debris and garbage must be bagged and stored either in guest's vehicle or in provided trash cans as to not attract animals."
While Mr. Wright has acknowledged the increase danger of all these campers attracting animals (like bears) with their trash - is he really advising that trash and food be kept in vehicles which we residents know has resulted in bear destroyed cars? This is a negligent rule and may result in a dangerous animal encounter and yet another safety issue.

Alcoholic Beverages

"Please drink responsibly. Guests are expected to comply with all local rules and regulations regarding the consumption of alcohol. Please do not operate vehicles, bicycles, pogo-sticks, ouija boards,etc. while intoxicated. Safety first."
Again, Mr. Wright identifies the additional safety issues allowing alcoholic beverages for hundreds of campers and event attendees will bring to the Loop. Who will be enforcing the local rules and regulations - will increased public safety resources again be required?

Noise

"Warren County has a noise ordinance restricting outdoor amplified noise and pet noise from 10pm to 7am. Guests are asked to be respectful of other guests and keep noise to a minimum. Manor Line Ranch does not have a separate noise ordinance, but if neighbors or other guests make a request for reduced noise, we require guests to comply with such requests."
How will the requests for reduced noise be enforced - will public safety resources be required again?

Thank you for your time and consideration of all these safety concerns.

Respectfully,

David and Constance Maxwell
537 William Vincent Road
Bentonville, VA 22102

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:27 AM
To: LAUREN GALL
Cc: Matt Wendling
Subject: RE: Proposed campground on Gooney Manor Loop

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: LAUREN GALL <laurlizgall@gmail.com>
Sent: Wednesday, November 3, 2021 9:44 PM
To: planning <planning@warrencountyva.net>
Cc: Joe Petty <jpetty@warrencountyva.net>
Subject: Proposed campground on Gooney Manor Loop

To the Planning Commission,

We would like to raise our concerns about the proposed campground on Gooney Manor Loop.

Among many concerns, our primary concerns are:

1) The road will not be able to handle the increase in traffic that the proposed campground would bring. There are many narrow sections of road that can only accommodate one car at a time. Additionally, there are several sharp turns where it is difficult to see oncoming traffic. An increase of travelers on Gooney Manor Loop—especially visitors who are unfamiliar with the road—would pose a serious safety hazard to residents and visitors alike.

2) A large number of campfires, situated on a ridge subject to heavy winds, could cause forest fires that might easily spread to other people's land and the forest of the National Park. The fire department might have difficulty containing these fires due to the remote area and roads already overburdened and narrow. This would not only put people's lives at risk, but also would endanger beautiful land and wildlife that our country is working to preserve.

3) A large campground here poses a serious threat to the surrounding residential neighborhood. There would be an increased risk of drunk drivers, drug abuse, and violent crime affecting our area.

4) Large numbers of campers coming and going throughout the year would increase litter in the surrounding environment, thus endangering wildlife and ruining the beauty of the countryside.

5) The location of the proposed campground would affect the view from the Shenandoah National Park by causing light pollution at night from campfires, parking lot lights, etc. In addition to the light pollution, the noise resulting from the concerts, wedding receptions, and other events that would be held at the proposed campground pavilions would disrupt the tranquility of the National Park and the surrounding countryside.

These are just a few of the many reasons why we strongly oppose the proposal of a campground on Gooney Manor Loop. Due to the serious safety concerns and potential destruction of national parkland and wildlife, we sincerely request that the proposed campground be prohibited here. We hope that the safety of Browntown residents and the preservation of the wildlife and natural environment of the Shenandoah Valley will be protected from this serious threat.

Thank you for your consideration. Sincerely,
Hugh and Lauren Forrester
1286 Gooney Manor Loop
Bentonville, VA 22610

DATE: 03 NOVEMBER 2021

TO: Warren County Planning Commission, 220N Commerce Avenue, Front Royal, VS 22630

FROM: Daniel and Christine Gall, 1280 and 1286 Gooney Manor Loop, Browntown/Bentonville, VA 22610

SUBJECT: Request disapproval to all four of the following Condition Use Permits (CUP) applications for being considered by the Planning Commission at the Public Hearing scheduled for 10 November 2021:

CUP Application for: A Commercial Campground (for a 100 campsites) at Wellspring Road in Browntown (TAX MAP 44 25)

CUP Application for: A Rural Events Facility at Wellspring Road in Browntown (TAX MAP 44 25);

CUP Application for: A Commercial Campground (for a 100 Campsites) at 2905 Gooney Manor Loop in Browntown (TAX MAP 47 12).

CUP Application for: A Rural Events Facility at 2905 Gooney Manor Loop in Browntown (TAX MAP 47 12).

1. I submit this document to be included with all four of the above listed CUP applications in the subject line because they are all related to each other by the same applicant affecting the same surrounding Browntown residents, particularly those, like myself, who live on Gooney Manor Loop Road.

2. I own two family properties with my homes near the proposed Campsites. I purchased my properties specifically because I relied on the Agricultural zoning of this area when I made my purchase. Based on my understanding, these proposed commercial ventures ostensibly violate the intent of Agricultural zoning by bringing four major commercial ventures adjacent to my properties and in addition, posing significant safety risks that don't current exist today. I am requesting that the planning commission disapprove all four CUP applications primarily due to many serious safety concerns to my family and surrounding neighbors. These safety concerns (among many other concerns) were verbally raised at a Browntown townhall meeting on 01 November 2021 where over 100 Browntown residents, along with myself, asked the applicant, Edwin Wright, how he would ensure the safety of the surrounding community. Edwin failed to provide adequate answers to any of the safety concerns raised by the community members, especially regarding on how he would ensure the safety of the residents and their homes/properties that completely encircle these two proposed campsites and two proposed rural events facilities along Gooney Manor Loop road. All he could say is that he "hoped" things would work out for the best which was completely unprofessional, irresponsible, and offensive due to the applicant's total disregard for the safety of families that surround his proposed sites.

3. Primary Reasons for Disapproval Related to Community Safety:

a. LACK OF EXPERIENCE. The applicant has no experience or skills managing campsites or event centers. Edwin Wright confirmed with the audience that he has no experience with safety management, camp and fire management, crowd control, traffic coordination, event management and anything else related to running campsites or event centers. All he could say was that he planned to learn over the next two years and clearly had no concerns placing all safety risks and burden on the community residents.

b. A DANGEROUS INCREASE IN TRAFFIC ON GOONEY MANOR LOOP ROAD. The applicant is willing to place residents to include children, and grandchildren who live on Gooney Manor Loop at a much higher risk for vehicle accidents. The only road access to the two campsites and two Rural Event Centers is via Gooney Manor Loop road. VDOT confirms this "rural rustic road with very poor vertical and horizontal alignment and narrow roadway geometry that carries an average of 80 trips per day" and that the road to be "very narrow and in many locations only one lane wide." VDOT estimates a single event at one Rural Event Center will "generate an additional 160" trips" not including the campsites. With the proposed two Rural Event Centers, this increased to approximately 360 trips per day on the same road. In addition, the applications make up 200 total campsites, and at full capacity assuming just one car per campsite, this would equal a minimum of 200+ trips a day from campers on the same small road which is already dangerous with just 80 trips a day by residents who are familiar with the road. VDOT estimates a 300% increase in traffic for just one single event at one Rural Event Center. The applicant had no answer how he would ensure the safety of those who live on Gooney Manor Loop with this substantive increase in traffic by tourists and campers.

c. A SIGNIFICANT INCREASE IN THE PROBABLY OF FOREST FIRES. There will be a total of 200 campsites on top of a ridge with exceptionally high winds due to the natural wind funnel of the valley. Residents who have lived in this valley all their lives expressed their grave concern for the high risk of forest fires with many campfires every night of the year on a ridge with notoriously high winds. The applicant had no answer how he would ensure fire prevention other than calling the local fire department in case of a fire.

d. A SIGNIFICANT INCREASED THREAT TO THE PHYSICAL SAFETY OF THE SURROUNDING RESIDENTS. These campsites will allow alcohol to be consumed by up to 400 event guests (for the two Rural Event Centers) and a minimum of 200 campers a day which equates to potentially over 219,000 guests and campers per year to this small rural community with less than 2,000 residents. The applicant could not explain how he will prevent event guests and campers from bringing weapons or drugs onto his campsites and events, nor could he explain how he planned to prevent these event guests and campers from wandering into the surrounding resident properties and causing trouble. His only answer was if the residents have issues with the event guests or campers, to call 911. Normally people call 911 after something serious has already happened which is unacceptable. The applicant had no safety prevention plan and expressed no concern for the safety of surrounding residents.

4. Other reasons for disapproving these applications:

a. ALL FOUR PROPOSALS WILL ADVERSELY IMPACT THE COMMUNITY OF THE ENVIROMNENT. This was clearly articulated to the applicant by the community members a the 01 November 2021 Townhall meeting. However, under Section D, in Wright_CUP2021-10-28_APPLICATION, AOJ.pdf, Edwin Wright states "No" to question D.(1). If this would adversely impact the community. On this basis only, these applications should be disapproved until the applicant can acknowledge and formally address how he will mitigate all the adverse impacts to the community that residents of the same community posed to him. His proposals will absolutely destroy the natural beauty and peaceful remoteness of this small valley community at his profit and to the loss of community members.

b. SIGNIFICANT INCREASE IN TRASH AND LITER. With potentially over 200,000 event guests and campers coming to this small valley community each year, it was clear to all the community residents at the town meeting that there would be a significant degradation to the local environment due to an increase in liter and refuse that does not currently exist with the existing community residents. The applicant clearly had no experience managing this level of trash management or increase of liter around the Gooney Manor Loop road other than "I will personally clean up the litter" which confirmed the applicant had no real plan for trash or litter control therefore putting this burden on the community residents.

c. SIGNIFICANT INCREASE IN LIGHT AND NOISE POLLUTION. The two Rural Event Centers with their two amphitheaters that will host music venues will absolutely increase the noise pollution to a small valley where every sound carries far throughout the valley. The applicant had the audacity to claim his venues would not increase noise pollution which defies science. The planned parking lots and 200 campfires each night absolutely increase the light pollution to the residents who live in the valley and those visitors driving on Skyline Drive looking down into the valley.

d. NEGATIVE IMPACT ON LOCAL WILDLIFE. With potentially over 200,000 additional visitors to this small valley, the community expressed the concern of the negative impact on the bear, deer, and other animals that will venture into these campsites for food which will negatively impact surrounding residents.

e. UNWARRENTED COMMERCIAL DEVELOPMENT OF A SMALL RURAL COMMUNITY. The applicant claims that he is trying to find ways to protect "unwarranted residential development". However, he disregarded options such as conservation easements that actually benefit the rural nature of the community. Residential development brings accountability because the residents want to protect and take care of their property and their surrounding neighbors. These commercial ventures will bring in potential over 200,000 tourist (strangers) a year with little to no accountability in protecting the rural nature of the community. I am not an expert, but this completely violates the intent the Agricultural Zoning requirements that the residents who own property in this area must comply with.

5. Finally, the residents of Browntown made it clear to the applicant, Edwin Wright, that his applications for two campsites and two Rural Event Centers were in not good for the community. If he truly was concerned about the community residents and their safety concerns that were clearly expressed to him, he ought to rescind his applications until he can adequately address these concerns. But at the meeting, it was obviously he was willing to disregard the community safety concerns and leave it up to the planning commission to make the decision. So, I implore all the members of the planning commission to disapprove all four applications until the applicant and adequately address the safety concerns of the community.

Thank you for your consideration.

Dan and Christine Gall

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:30 AM
To: Dan Gall; Matt Wendling
Subject: RE: Letter of Opposition for Four CUP Applications being considered for Nov 10th Planning Commission Public Hearing

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: Dan Gall <galldw@gmail.com>
Sent: Wednesday, November 3, 2021 11:52 PM
To: planning <planning@warrencountyva.net>; Joe Petty <jpetty@warrencountyva.net>; Matt Wendling <Mwendling@warrencountyva.net>
Subject: Letter of Opposition for Four CUP Applications being considered for Nov 10th Planning Commission Public Hearing

To whom it may concern,

Attached is my letter of opposition to following four cup applications submitted by Edwin Wright being considered during the November 10th Planning Commission Public Hearing:

CUP Application for: A Commercial Campground (for a 100 campsites) at Wellspring Road in Browntown (TAX MAP 44 25)

CUP Application for: A Rural Events Facility at Wellspring Road in Browntown (TAX MAP 44 25);

CUP Application for: A Commercial Campground (for a 100 Campsites) at 2905 Gooney Manor Loop in Browntown (TAX MAP 47 12).

CUP Application for: A Rural Events Facility at 2905 Gooney Manor Loop in Browntown (TAX MAP 47 12).

I just found out about this over the past weekend and attended the meeting at Browntown this past Monday. Please accept my letter for public record.

Thank you.

Dan and Christine Gall

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:37 AM
To: Mary McLaughlin
Cc: Matt Wendling
Subject: RE: Opposing

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: Mary McLaughlin <ironmtn@centurylink.net>
Sent: Wednesday, November 3, 2021 7:28 PM
To: planning <planning@warrencountyva.net>
Subject: Opposing

Dear Sirs:

I believe CUP2021-10-07, -08, -09, -10 should not be approved, primarily due to road conditions, but numerous other residents concerns. Trespassing by campers, drain on water table for facilities, traffic issues, increased fire danger, littering, loss of wildlife habitat and others.

Sincerely, Mary McLaughlin

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:37 AM
To: Lisa
Cc: Matt Wendling
Subject: RE: Browntown

Joseph "Joe" Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

-----Original Message-----
From: Lisa <ljones.cfi@comcast.net>
Sent: Wednesday, November 3, 2021 7:56 PM
To: planning <planning@warrencountyva.net>
Subject: Browntown

Please do not consider rezoning Browntown or allow large commercial development in that precious and beautiful area.

That damage could never be undone.

Lisa Poths

Sent from my iPhone

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:38 AM
To: Adina Short
Cc: Matt Wendling
Subject: RE: Edwin Wright Petitions

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: Adina Short <bshortone@aol.com>
Sent: Wednesday, November 3, 2021 9:09 PM
To: planning <planning@warrencountyva.net>
Subject: Edwin Wright Petitions

Dear Planning Commission,

As a concerned Browntowner I oppose the petitions from Edward Wright to develop campsites and venues off of the Gooney Manor Loop!

Browntown road and the Gooney Manor Loop are dangerous even in the best conditions. Adding hundreds of cars unfamiliar with these roads, parts of which are one lane only is dangerous. These petitions ask for venues that are unwanted for reasons of noise, trash, pollution, and especially Safety.

Also, understand we don't even have a working fire truck or an active volunteer fire department in Browntown. To even consider approval of these petitions could be considered reckless endangerment of the current residents of this area.

Thank you for your wisdom and service, in rejecting these petitions.
Ben Short
60 Gooney Run Lane

Sent from the all new AOL app for iOS

Joe Petty

From: Adina Short <bshortone@aol.com>
Sent: Wednesday, November 3, 2021 8:49 PM
To: planning
Subject: Oppose Wrights Special Use Petitions!

Dear Planning Commission

As a concerned Browntowner I oppose the petitions from Edward Wright to develope campsites around the Gooney Manor Loop!

Browntown road and the Gooney Manor Loop are dangerous even in the best conditions. Adding hundred of cars unfamiliar with these at time one lane only roads is dangerous and unwanted for reason of noise, trash and pollution!

Also, consider we don't even have a working pump truck or active volunteer firefighters in Browntown adding to its dangerous and reckless proposal.

Thank you for your wisdom and service,

Adina Short
Boss of Chaos
Professional Organizer
703-786-4593

Creating a more peaceful world
one room at a time

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:36 AM
To: STEVE MERZ
Cc: Matt Wendling
Subject: RE: Conditional Use Permit Application WCCUP 2021-10-07 and -08

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: STEVE MERZ <stevenmerz@cox.net>
Sent: Wednesday, November 3, 2021 7:57 PM
To: planning <planning@warrencountyva.net>
Subject: Conditional Use Permit Application WCCUP 2021-10-07 and -08

Planning Commission Members,

We would like to express our concerns around these applications. As they are presented, we Oppose their acceptance.

Our home is adjacent to the property. We have been working on it for two years with the dream of creating a peaceful retreat in Browntown. The location was selected, not only for the stream, but for the isolation the Loop offers, and the surrounding pastures and woods. The adjacency to the Izaak Walton property gave us comfort, with their mission being one of conservation.

While the possibility that the neighboring properties may someday be built upon, we never envisioned a commercial operation in this part of the County.

Our concerns over the application(s) as presented, include:

1. noise and light pollution,

- We currently enjoy virtually no noise after dark. Without adequate setbacks to neighbors and streets, this tranquility will be compromised. The plans do suggest downward facing lights. The topography of the property will make this mute. A shielded light that is on land 50' above your head will still shine on you.

2. traffic clogging our one plus lane road,

- It takes some practice to navigate the Loop when meeting someone head on. At that, it can only be successful when there is adequate shoulder, and at least one of the vehicles can maneuver that terrain, in order to get by safely. Scores

of weekend guests pose substantial risks to the navigation of our road. In emergencies, there is little time to back up and go around.

3. compromised access by emergency services during events.

- When first responders face probable obstacles in the course of their services, they are unfairly burdened in what are already time-sensitive operations. We encourage a thorough study by our fire and rescue teams in order to assure the neighborhood, let alone the guests, that the odds of successfully meeting the call are good.

The information presented in Monday's Town Hall meeting was helpful. There were, however, several questions that could not be answered definitively. This is not unexpected at this early stage of his planning. We request that the operation of the Campground and the Events Center be further developed prior to the acceptance of this Application.

Respectfully,

Steve and Llsa Merz

3304 Gooney Manor Loop

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:33 AM
To: Thompson, Alan; Matt Wendling
Subject: RE: Thompson Signed Memo to Planning Commission on 4 CUP's from Mr. Edwin Wright

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: Thompson, Alan <athompson@spa.com>
Sent: Wednesday, November 3, 2021 4:22 PM
To: Matt Wendling <Mwendling@warrencountyva.net>
Cc: Joe Petty <jpetty@warrencountyva.net>; planning <planning@warrencountyva.net>
Subject: Thompson Signed Memo to Planning Commission on 4 CUP's from Mr. Edwin Wright

Matt,

Please see attached signed memo on our position and concerns regarding Mr. Edwin Wrights 4 CUP's.

We will attend the Public Hearing on 10 November as well but wanted to ensure our views are respectfully presented to the Planning Commission for their consideration by your deadline.

Thank you

Alan

Alan Thompson

Resident and Owner -- 145 Wellspring Rd Browntown VA

520-730-4272

Memo For: Warren County Planning Commission 3 November 2021

Subject: CUP: 2021-10-7; 2021-10-8; 2021-10-09; 2021-10-10and related Tax Map #44-25 and 47-12

From: Alan Thompson – Owner with wife, Dale Thompson, of 39 acres at 145 Wellspring Rd, Browntown VA (Share a wooded property boundary with Ms. Elizabeth Wright of her recently purchased 100 acres located at 0 Wellspring Road).

1. As currently requested and described by Edwin Wright in these 4 Condition Use Permits (CUPs) we cannot support these for a variety of "safety reasons" as detailed below.
    a. Road Safety on Gooney Manor Loop – As described in the VDOT comments sent to Mr. Petty "Route 631 is a rural rustic road with poor vertical and horizontal alignment and narrow roadway geometry..."; over ½ of the Loop is single lane with many blind spots, even the side starting in downtown Browntown has about 1 mile that appears to be two lane but no two vehicle can pass and stay on the pavement; Clearly the loop, as currently configured, cannot safely handle added traffic envisioned with any one of the 4 CUPs; let alone all 4.
    b. Road Safety on Bentonville and Browntown Roads – Both of these roads are of course two lane (paved) but both can and have been treacherous in good weather and bad. Passing in not possible legally on Browntown Road and limited at best on Bentonville Road. Due to rural nature of Bentonville and Browntown farmers report as recently as the meeting on these proposals in our community center on Monday 1 November (attended by Edwin) how dangerous it is to transport cattle even under current traffic conditions. Specifically, a lifelong area farmer stated he has been nearly run off the road repeatedly. Adding even one of the proposed CUP's would increase traffic and hence risk dramatically especially to folks from out to town completely unfamiliar with our road conditions (clients for camping and/or the rural event center).
    c. Fire/EMT Safety and Response Time – As a member of Bentonville Fire Station 3 - it is widely know we have only two firefighters on duty as any one time (at Station 3) and this combined with delays by the railroad crossing on Bentonville Road of up to 20 minutes regularly adversely impact response time to Browntown. We do have a

sub-station next to our community center that is not regularly manned and with only an aging brush truck. The pumper-tanker at the sub-station was sold and no replacement has been identified. So if two 100 person commercial campgrounds with most sites in the woods (per Edwin's presentation) is approved the chance for just one campfire to get out of control is almost assured. Our home sits 50 feet from dense woods that run right into Ms. Wrights 100 acres (almost all wooded) and many other homes would be at risk as well, not to mention the adjacent National Park. Despite Warren County Fire response efforts under ideal conditions the chance for a fire to go uncontrolled speaking informally to local career firefighters is very high and if you add a windy day that is not uncommon on these two proposed Commercial campgrounds the risk goes even higher. All the issues raised on fire response also apply to EMT response.

2. As a 13 year resident of Browntown and Wellspring Farm we have supported farming in our community from day 1 and will continue to do so. Specifically, as but one example, Gerry Henry has cows in our fenced field each and every year.
3. We have called Mr. Wendling with questions (he has been most helpful) and reviewed all the available material on these 4 proposals carefully and attended two recent meetings at the BCCA where Edwin was present to explain his proposals and answer questions. Our conclusion is NOT that Commercial Campgrounds and/or Rural Event Centers are necessarily a bad thing in our area or in Warren County at large. However as currently proposed, these 4 CUP's are untenable and dangerous at best. Rather, these 4 proposals need much further study on the safety implications and their impact on the area from Warren County Government and VDOT specifically before they are presented to the Board of Supervisors.

Respectfully

Alan Thompson

Alan Thompson

Owner and Resident – 145 Wellspring Road, Browntown VA 22610

Matt Wendling

From: Joe Petty
Sent: Thursday, November 4, 2021 8:31 AM
To: Ellen Irvine
Cc: Matt Wendling
Subject: RE: CUP Applications for "Browntown Development Plans"

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on November 10, 2021.

Joseph *"Joe"* Petty
Planning Director/Zoning Administrator
Phone: (540) 636-3354

From: Ellen Irvine <irvineellen@hotmail.com>
Sent: Thursday, November 4, 2021 1:59 AM
To: planning <planning@warrencountyva.net>; Joe Petty <jpetty@warrencountyva.net>
Subject: CUP Applications for "Browntown Development Plans"
Importance: High

Re: Wright App. No. 2021-10-07
WCCUP-000137-2021

Dear Planning Department members,

I join those opposed to the CUP applications of Edwin S. Wright (applicant) and Diana Dryer Wright (property owner) to develop a "rural events facility" and "commercial campgrounds." Neither is necessary, useful or an enhancement to the area and there are already-existing alternatives which are far better for the proposed uses than the disingenuous proposals of the applicants. As one life-long resident (in his 70s) said, "we have a 900-acre State Park which fills both uses already--and it is maintained and monitored constantly." In addition, what has happened with the 4-H grounds which has served as a summer camp and activities venue for many years.

Wouldn't this require changing the zoning from agricultural to commercial--and what does that portend for the future--and how does this lend itself to the preservation of the "family land" and its "preventing subdivision for residential lots"?

Mr. Wright lists his residence address as Browntown; a partner lists a McLean, VA address, sending up another red flag about true development intentions.

I have just learned of this CUP applicant and have not yet accessed Chapter 450 regulations governing campgrounds or land use regulations so cannot counter the proposals using County legal guidelines.

I can say that the sketchy description of a 100-space campground and a "rural events facility" with "1-4" full-time employees are highly questionable and open to fire and vandalism issues immediately. It would be impossible to monitor activities of city/out-of-town people to ensure their safe behavior--for example, forest fires are a real fear around here.

Thank you for your consideration against these proposals.

Respectfully submitted,

Ellen Irvine
233 Timberland Place
Bentonville, VA 22610

Emily Ciarrocchi

From: Warren County <No_Reply@warrencountyva.net>
Sent: Thursday, November 11, 2021 9:23 PM
To: Emily Ciarrocchi
Subject: Warren County Government Website contact inquiry [Anne Brown Boyd Earle]

A contact inquiry has been submitted via the employee contact form found at https://www.warrencountyva.net/ (Warren County Government Website) on 2021-11-11. Please view details below.

Sender Name: Anne Brown Boyd Earle
Sender Email: aearle2000@yahoo.com
Day Phone: 635-1348
Evening Phone: same
Contact Preference: Email

Comments:
Please alert the Board of Supervisors to my strong concerns about the special use permit request for campgrounds and an event venue on farmland in Browntown. I sincerely hope they will DENY THIS REQUEST and permanently put to rest any attempts for this kind of development in that National Historic Site. The roads are inadequate for the kind of traffic these kinds of enterprises would require, and the safety risks with the closest EMT//fire dept. being almost 10 miles away on narrow country roads, just spells a disaster in the making. There may be other areas of the county where a campground and events venue might work, but definitely NOT in Browntown. Thank you!

73.152.86.169 - Generated by Work Force (c) on Thursday, 11 November 2021 21:22

Emily Ciarrocchi

From: Warren County <No_Reply@warrencountyva.net>
Sent: Friday, November 12, 2021 10:08 PM
To: Emily Ciarrocchi
Subject: Warren County Government Website contact inquiry [Stephanie Pearson]

A contact inquiry has been submitted via the employee contact form found at https://www.warrencountyva.net/ (Warren County Government Website) on 2021-11-12. Please view details below.

Sender Name: Stephanie Pearson
Sender Email: kyle8jenna@gmail.com
Day Phone: --N/A--
Evening Phone: --N/A--
Contact Preference: Either

Comments:
NO commercial development in Browntown! There's a reason we chose to live here, and it's NOT to see it developed!!!

71.219.36.133 - Generated by Work Force (c) on Friday, 12 November 2021 22:08

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
12/14/2021	N-18	Conditional Use Permit #2021-10-08 Edwin Wright *Rural Event Facility*	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.

Planning Commission Move to Approve:

Mr. Kersjes moved to forward this application to the Board of Supervisors, recommending denial due to an inadequate infrastructure for roads and concerns about additional traffic. The motion was seconded by Mrs. Richardson and approved by the Planning Commission by a vote of 4 – 0. Mr. Henry was absent.

1. The applicant shall comply with all Warren County Health Department, Virginia Department of Transportation, Warren County Building Inspections, and Warren County Fire and Rescue regulations and requirements.

2. The parking area for the events shall be in a location approved by the Planning Department.

3. The property shall comply with the County's noise ordinance in Warren County Code Section 123.

4. All events must be within the hours of 9:00AM and 10:00PM.

5. The only access to the property for the events facility shall be off of Gooney Manor Loop with an approved VDOT entrance.

6. Any buildings constructed on the property for the rural events facility shall be cohesive with the agricultural and rural nature of the surrounding area in their appearance.

7. The total number of guests shall be limited to two hundred per event.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Rural Event Facility for advertisement of a public hearing.

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

Conditional Use Permit: 2021-10-08 / Rural Events Facility
Edwin Wright/The Dryer Farm LP, *Applicant /Current Owner*
Staff Report for the Planning Commission
Prepared: September 28, 2021 Revised: October 26th, 2021
Staff Contact: Matt Wendling, Deputy Planning Director

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a Rural Events Facility on his family's property in Browntown. The property has been in his family for since the 1950's and Mr. Wright took over management of the farm in 2010 and is currently used for grazing cattle and making hay. The property is 150+ acres and has a significant amount of road frontage on Gooney Manor Loop which would qualify it for a number of subdivision rights according to our subdivision ordinance. The owner has stated in lieu of exercising their rights to subdivide as a number of owners have done in the past ten years on this road and currently are doing so, his family would like to establish this land-use in order to preserve the rural quality of the property through agritourism, wedding, and outdoor educational events. The applicant plans to use the existing barn and may construct an outdoor pavilion with a primitive amphitheater, small camping supply store and portable restroom and bathing facilities in the future. The applicant is also applying for a Conditional Use Permit for a Commercial Campground for primitive tent camping on this property. The applicant will need to comply with all supplemental regulations for this use, including the County's other ordinances such as noise and lighting and any outside agency regulations in the establishment of the use.

PROPERTY INFORMATION

Property Location: Gooney Manor Loop
Tax Map ID: #47, Parcel 12
Zoning: Agricultural (A)
Magisterial District: South River
Acres: 153.73
Existing Land Use: Pasture with Barn/Woodlands
This area of the County has not been mapped by FEMA; the property is designated as a Non-Floodzone "X" area but is bisected by Gooney Creek to the east and could be subject to flash flooding.

SURROUNDING ZONING DISTRICTS & USES

North:	Agricultural (A)	Use: SFW with Pasture/Woodlands
South:	Agricultural (A)	Use: SFW with Pasture/Woodlands
East:	Agricultural (A)	Use: SFW with Pasture/Woodlands
West:	Agricultural (A)	Use: SFW with Pasture/Woodlands

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district. There are no code violations showing in our permit/plan management system, Ener-Gov.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural land uses. Rural Events Facilities are now permitted in both the Agricultural and Rural Residential zoning districts. The zoning ordinance was amended November 2020 to allow Rural Events Facilities in the Agricultural Zoning District by conditional use permit. Also portions of the properties will remain as forest and pasture and qualify for land-use taxation status and along with the Agritourism component complies with the rural land-uses.

OUTSIDE AGENCIES

The request has been sent to VDOT, the Warren County Health Department, Warren County Building Inspections, Warren County Fire and Rescue, and the Warren County Sheriff's Office for review. Their comments will be incorporated into this staff report and into the conditions prior to the public hearing.

PROPOSAL:

To allow for a Rural Event Facility to be established on the property identified on Tax Map 47 as parcel 12.

Definition for Rural Events Facilities:

Rural Events Facility – A facility, located on a parcel of land twenty (20) acres or larger in size, utilized for events typically conducted on a single day, for which attendance is permitted by invitation or reservation. Facilities may host usual and customary activities, including, but not limited to, private parties, business meetings, educational seminars, wedding receptions, wedding ceremonies, class/family reunions, showers (i.e., baby, bridal), similar events and activities for nonprofit organizations; and similar events and activities as determined by the Zoning Administrator. **This lot is in excess of 20 acres minimum requirement.**

Supplemental regulations for Rural Events Facilities:

Section 180-55.2 Rural Events Facility:

A. Rural event facilities shall be located on a lot or parcel adjacent to and have access to a state-maintained road, and the access to and from the property shall have VDOT approval for this type of use. **This property does have direct access to Gooney Manor Loop which is a rural state road. The applicant plans to create a walking/biking trail linking their other proposed facility through the family farm, TM43-Parcel 48. The request has been sent to VDOT for review.**

B. There shall be adequate restroom facilities provided at the events center as approved by the Warren County Health Department. **This request has been sent to the Health Department for review. The applicant is proposing portable restroom for a period of 2 years until a septic system can be installed for the facility. The property does have a well on the property at this time which services the pastured livestock.**

C. On-site parking shall be provided in an amount equal to one parking space per three guests. **Parking will need to be shown on the site plan with the buildings, commercial campground and event areas.**

D. The permanent structures and facilities used for the rural events shall meet the requirements and approval of the Warren County Building Inspections Department. **All permits deemed necessary by the Building Inspections Department and Zoning shall be submitted after the review and approval of the site plan.**

E. A plan must be submitted to the Planning Department that includes information regarding adequate parking, traffic control into and around the site, emergency ingress and egress, directional signage, outdoor lighting, bathroom facilities, etc. This plan shall also be approved by the Warren County Sheriff's Office and Warren County Fire and Rescue.

F. The maximum number of guests will be specified in the conditions for the conditional use permit.

G. The hours of operation shall be specified in the conditional use permit and **in no case** shall activities continue past 10:00 PM.

OUTDOOR LIGHTING

All outdoor lighting will need to conform to the Warren County Zoning Ordinance requirements and be full cut-off fixtures pointed downward to prevent glare on adjoining properties.

RECOMMENDED CONDITIONS:

Staff recommends if the Planning Commission recommends approval of this request that the following conditions be applied:

1. The applicant shall comply with all Warren County Health Department, Virginia Department of Transportation, Warren County Building Inspections, and Warren County Fire and Rescue regulations and requirements.

2. The parking area for the events shall be in a location approved by the Planning Department.

3. The property shall comply with the County's noise ordinance in Warren County Code Section 123.

4. All events must be within the hours of 9:00AM and 10:00PM.

5. The only access to the property for the events facility shall be off of Gooney Manor Loop with an approved VDOT entrance.

6. Any buildings constructed on the property for the rural events facility shall be cohesive with the agricultural and rural nature of the surrounding area in their appearance.

7. The total number of guests shall **be limited to 200 per event.**

Cc: Edwin Wright/The Dryer Farm LP, Applicant

WCCUP-00001-000138-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-10-08
Date Received: 9-22-2021
Fee Amount: $ 500.00 CK# 8995127
Date Paid: 9-22-2021

Applicant Information:

EDWIN S. WRIGHT
Applicant Name

4151 GOONEY MANOR LOOP | BROWNTOWN | VA | 22610
Address | *City* | *State* | *Zip*

2905 GOONEY MANOR LOOP | BROWNTOWN | VA | 22610
Property Location for conditional use permit if Different than Applicant's Address

703-346-6844 | edwinwright@manorlineranch.com
Primary Contact Number | *Email*

THE DRYER FARM LP
Property Owner (if same as applicant, leave blank)

6801 WEMBERLY WAY | MCLEAN | VA | 22101
Address | *City* | *State* | *Zip*

703-556-8949
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: 2905 GOONEY MANOR LOOP BROWNTOWN VA 22610
(2) Election District: SOUTH RIVER
(3) Tax Map Number: 47-12
(4) Subdivision Name: N/A
(5) Total Area of Property (acres): 153.73
(6) Total Area to be Used (acres): 153.73
(7) Total Road Frontage (feet): 1.01 MILES
(8) Depth of Property (feet): 500'+
(9) Present Zoning: AGRICULTURE

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: RURAL EVENTS FACILITY

(2) Current land use and condition of site: AGRICULTURE

(3) Zoning of surrounding land/property: AGRICULTURE

(4) Will development be staged? ☒ Yes ☐ No

(5) Construction Time: 1 MONTH TO 24 MONTHS

(6) Season, days, and hours of operation: YEAR ROUND

(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: 1-4

(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: UP TO 250

(12) Number of parking spaces to be provided: Regular 100 Handicap AS NEEDED

(13) What is the proposed landscaping and buffering for this property? EXISTING TREES AND BUSHES

C. Plans Prepared By

Name: EDWIN S. WRIGHT

Address: 4151 GOONEY MANOR LOOP BROWNTOWN VA 22610

Telephone Number: 703-346-6844

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?)
YES. TRASH AND REFUSE WILL BE COLLECTED ON SITE AND TRANSPORTED TO BENTONVILLE WASTE TRANSFER STATION BY OWNER/OPERATOR

(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. SMOKE FROM CAMPFIRES + GRILLS DISSIPATES NATURALLY DUST FROM GRAVEL ROADS. WHEN SEVERE, CONTROLLED BY H_2O SPRAY SANITARY/SEWAGE WILL BE PUMPED OUT + REMOVED AND/OR CONVENTIONAL SEPTIC SYSTEMS WILL BE BUILT OVER TIME

(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?
INCREASE IN VEHICLE TRIPS PER DAY YEAR ROUND, MOSTLY EXPECTED ON WEEKENDS, BUT LESS THAN RESIDENTIAL SUBDIVISION

(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. ONLY DOWN FACING UTILITY LIGHTING, VARIABLE #

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.**

EXIT PARKING LOT TO NORTH // TURN R ON E. 3RD // TURN R. ON N. COMMERCE (BYPAS) // TURN R ON SOUTH STREET // TURN L ON S. ROYAL // TURN L ON BROWNTOWN RD // CONTINUE PAST VILLAGE OF BROWNTOWN // VEER R ONTO GOONEY MANOR LOOP // CONTINUE TO 2905 GOONEY MANOR LOOP - CINDERBLOCK BARN ON R.

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.

Edward A Wright 18 AUG 2021

Applicant Signature Date

Diana Dyer Wright, General Partner of The Dyer Farm LP

Property Owner Signature Date Aug. 30, 2021

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

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

October 6, 2021

Matt Wendling, Deputy Planning Director
County of Warren - Department of Planning
200 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments for Conditional Use Permits for Commercial Campgrounds and Rural Events Facilities. 2021-10-07, 2021-10-08. 2021-10-09, 2021-10-10
Tax Map# 44-25 & 47-12

Dear Mr. Wendling,

I have reviewed your requests for comments for proposed commercial campgrounds and rural events facilities at the referenced properties and offer the following comments:

Our office would have no objections provided all applicable sections of Chapter 450. Rules and Regulations Governing Campgrounds are met.

See https://law.lis.virginia.gov/admincode/title12/agency5/chapter450/.

Also, See Campground Exemptions Summary attached.

All proposed buildings and facilities must be connected to an approved onsite sewage system and water supply. Temporary facilities will not be approved.

The applicant should contact Virginia Department of Health Office of Drinking Water, Culpeper Field Office at (540) 829-7337 to inquire about the requirements for developing a public water supply.

The applicant should contact a private Onsite Soil Evaluator (OSE) and/or licensed professional engineer (PE) to design an onsite sewage system(s) that can accommodate the projected sewage flow from all proposed facilities.

Respectfully,

Jim Davis, REHS
Environmental Health Supervisor

Campground Exemptions Summary

Primitive Campsites (section 183)

All primitive campsites are exempt from:

(70) **Numbering and marking of campsites**

(100) **Sink and shower requirements**

(same as other campsites)

(130) **Vegetation control requirements**

Primitive campsites of 10 or fewer are exempt from:

(80) **Providing potable water**

Must be a sign at the entrance stating that no potable water is provided.

*If water isn't provided-slop sinks not required.

(120) **Garbage cans & trash disposal:**

Must have sign at entrance stating campers must pack out their own trash

Temporary Campgrounds (section 187)

Not Required:

-Numbering and marking of campsites(70)
-Minimum size, density of campsites (70)
-*Permanent piped* water supply (80)
-Permanent bathrooms (100)
-Permanent slop sinks (90)
-Dump Stations (90)

Requires Instead: (187) **Portable toilets** 1 per 75 persons, at least 1 ADA-compliant

Portable sinks and showers allowed, but not required

Portable greywater containers required *unless :* -no piped water
-cooking/fires are prohibited
-portable sinks and showers are provided

Water *is* required, but may use bottled water if campers are notified in advance

Water may be hauled in from approved source- -food-grade tanker with food-grade hoses
-protected from backflow and contamination
-maintain 1 ppm chlorine residual

From: David Beahm
To: Chloe Phillips
Cc: Matt Wendling; Paula Fristoe
Subject: Request for Comments 2021-10-08 – Edwin S Wright – Conditional Use Permit for Rural Events Facility – WCCUP-000138-2021
Date: Friday, October 8, 2021 5:26:00 PM
Attachments: image001.png
image004.png

Comments 2021-10-08 – Edwin S Wright – Conditional Use Permit for Rural Events Facility – WCCUP-000138-2021:

NOTE: Prior Electrical Meter Replacement that was issued an Agricultural Exemption cannot be used to serve any portion of this activity unless it is fully permitted, reviewed, inspected and approved through the normal processes that are required. It may however continue to be used solely for the intent it was issued.

- Erosion and Sediment Control (ESC) Items:
  - Minimal land disturbance is indicated within the application, but given the complexity of this request there may be much more than minimal. As such, for this type of work scope, an application and permit are required for ESC permit, which would be a normal submission including a full plan review application
  - Additionally, the activity appears that it would exceed one (1) acre and would require submission to the Department of Environmental Quality (DEQ) for Stormwater. Approval by DEQ (Construction General Permit) would be required prior to any ESC Permit and any type of Building Permit being issued by Warren County.

- Building Inspections Items:
  - If or when any building construction related activity (structure, electrical, plumbing, mechanical, etc.) were to start, it would be subject to the normal requirements of application, review and approval prior to work beginning.
  - All building requirements are based on the Virginia Uniform Statewide Building Code (USBC).

If anything should change in the scope additional requirements may be required.

Respectfully,

Warren County Building Inspections Office

David C. Beahm, CBO
Building Official

220 North Commerce Avenue
Suite 400
Front Royal, VA 22630

540/636-9973
FAX 540/636-4698

dbeahm@warrencountyva.net

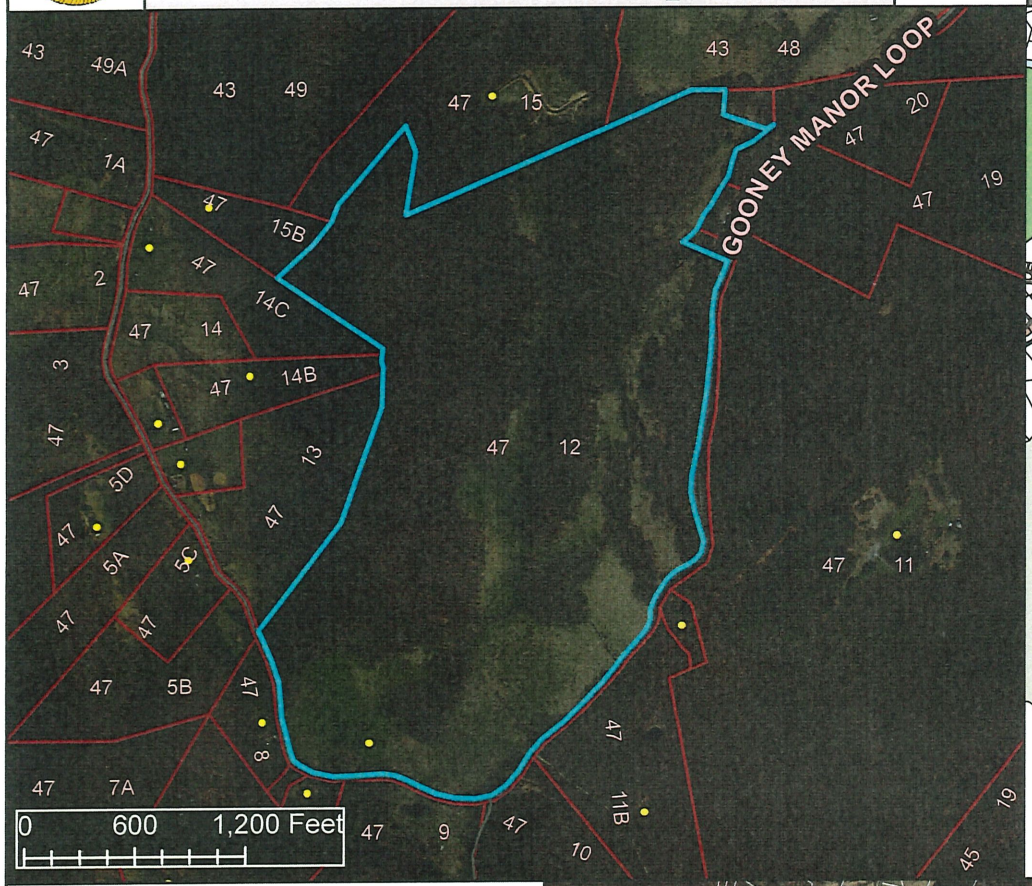
www.warrencountyva.net

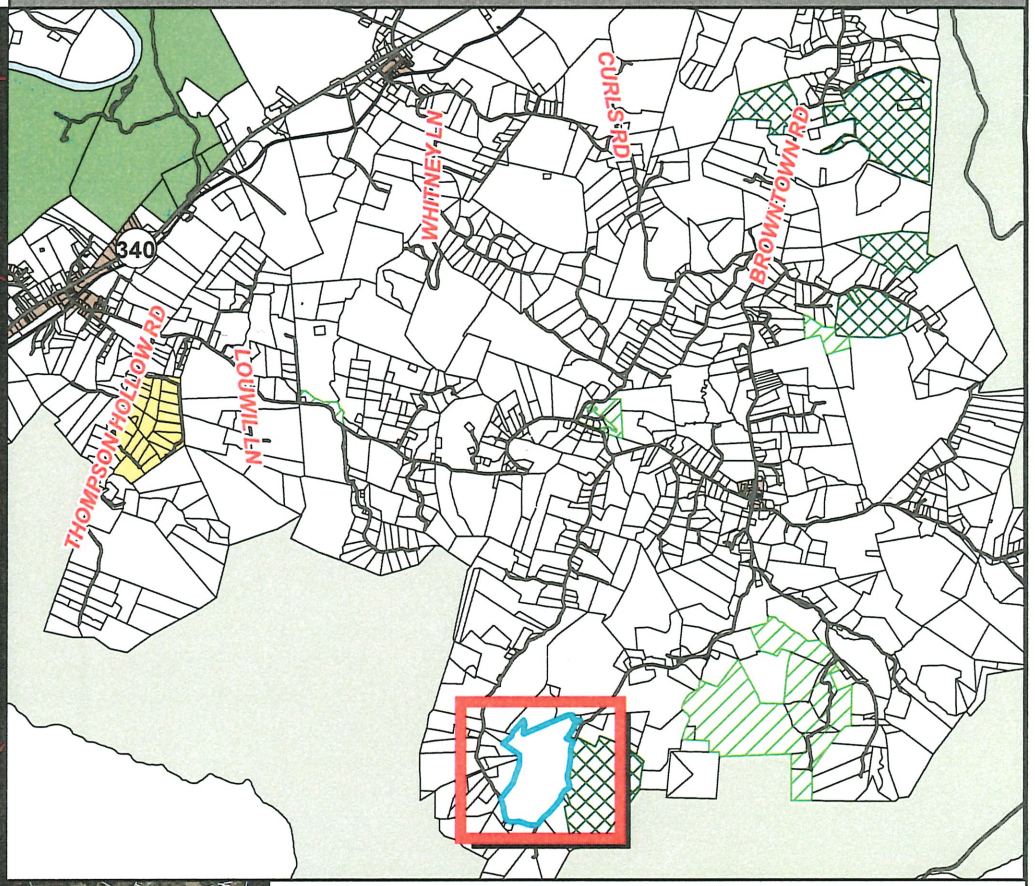
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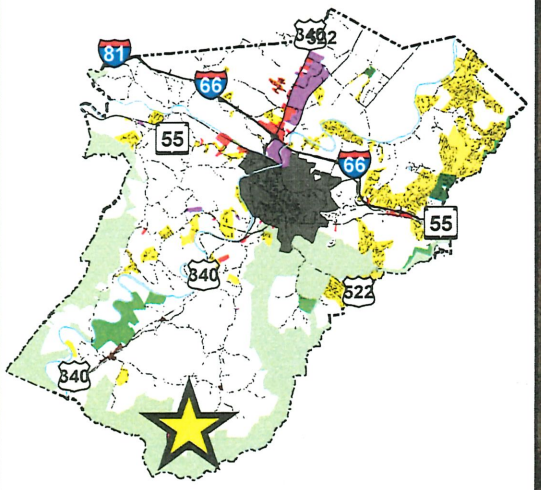
Warren County VA
CUP Location Map

Rural Events Facility
Applicants: Edwin Wright

TM 47--------12
2905 Gooney Manor Loop









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
12/14/2021	N-19	Conditional Use Permit #2021-10-09 Edwin Wright *Commercial Campground*	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.

Planning Commission Move to Approve:

Mr. Kersjes moved to forward this application to the Board of Supervisors, recommending denial due to an inadequate infrastructure for roads and water. The motion was seconded by Mrs. Richardson and approved by the Planning Commission by a vote of 3-1 with Mr. Longo voting against the motion to deny. Mr. Henry was absent.

1. The applicant shall comply with all Warren County Health Department, Virginia Department of Transportation, Warren County Building Inspections, and Warren County Fire and Rescue regulations and requirements.
2. A commercial campground site plan shall be approved by the Planning Department.
3. An open burning management plan shall be submitted to the Warren County Fire Marshall and Planning Department.
4. A woodland management and preservation plan shall be submitted to the Virginia Tech Cooperative Extension office for review and submitted with the site plan.
5. The property shall comply with the County's noise ordinance in Warren County Code Section 123.
6. All events associated with the campground must be within the hours of 9:00AM and 10:00PM.
7. The only access to the property for the commercial campground shall be off of Gooney Manor Loop with an approved VDOT entrances.
8. Any buildings constructed on the property for the Commercial Campground shall be cohesive with the agricultural and rural nature of the surrounding area in their appearance.
9. The total number of campsites shall not exceed 100.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Commercial Campground for advertisement of a public hearing.

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

15 September 2021

Warren County Planning Commission
220 N. Commerce Avenue
Front Royal, VA 22630

Dear Commissioners,

I am applying for a Conditional Use Permit for a Commercial Campground on my family's property in Browntown. I moved back to our farm in 2010 with the purpose of finding ways to keep it from being split up and sold off in little pieces. One of the ways I am hoping to do this is through agritourism by bringing visitors out to our land to enjoy the natural beauty and peaceful remoteness of our community, which is consistent with the goal stated in the Warren County Comprehensive Plan to 'preserve the County's rural character.' My hope is that our agritourism plans will help us afford to keep more of our land as beautiful agricultural space, will encourage our neighbors to find ways to protect their own land from unwanted residential development, and will bring visitors to our area who will contribute to our local economy without adding as much burden to traffic, public services, and amenities as full time residential occupancy.

The parcel in this application is more than 100 acres located off Wellspring Road in Browntown (Tax Map 44 25). We would like to develop as many as 100 camp sites with a network of gravel roads and hiking paths that will give visitors access to hilltop views and several miles of hiking on our property. This parcel and our proposed camping sites meet the Warren County code requirements for tree coverage, size, spacing, and density. We plan to use existing entrances to our farm and to install additional wayfinding and agritourism signage at these entrances.

We are working with a local engineering company to determine the optimal size of bathroom and shower facilities in relation to number of campsites and our current best information is that we will build a bathroom and shower facility with its own septic field for each group of approximately 25 campsites. We will also install at least one well on the property.

Since we would like the opportunity to see how this experience goes and incorporate some guest feedback and visitation data into the location and size of permanent sites and facilities, we are asking for a 24 month period during which we can use portable trailers for bathroom facilities, which we will maintain in good repair and sanitary conditions just like any permanent facility. Our proposed permanent facilities will include 2-4 bath buildings modeled generally after those found in the National Parks and State Parks; a central pavilion and amphitheater; spaces for classes and food preparation; information stations; and a small store with general camping, grocery, and hygiene supplies for guests. These sanitary stations and service buildings will comply with regulations in Warren County Code 180-41 F and G.

It is our hope that through agritourism we and our neighbors can find alternatives to residential development and keep our agricultural districts open and appealing resources for our community and visitors alike.

Thank you,

Ethan Ault

Manor Line Ranch – Campground Sign Template

Size: 36” circle.



Manor Line Ranch Campground Possible Site Examples

The two figures shown below are taken from the National Park Service Campground Development Guidelines (Draft Publication, 2020), and show examples of drive-in and walk-in camp sites. We expect to have one parking space per camp site, and while we specifically do not intend to allow visitors to bring their own RV we would like to have campground owned RV's permanently parked on site for a glamping experience alongside our rustic campground experience.

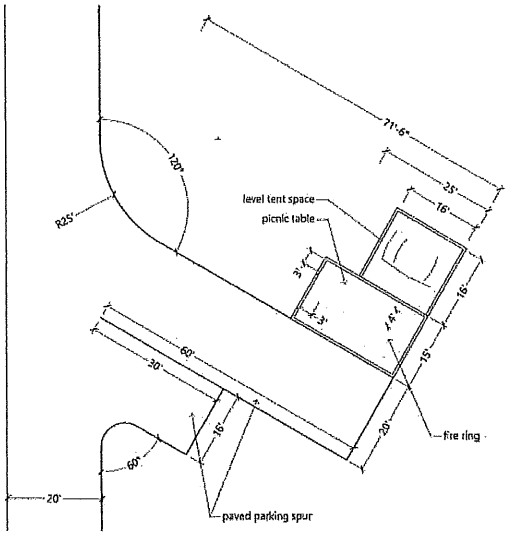


Figure 3.48 Accessible double campsite with tent pad, picnic table, fire ring, and two paved parking spurs.

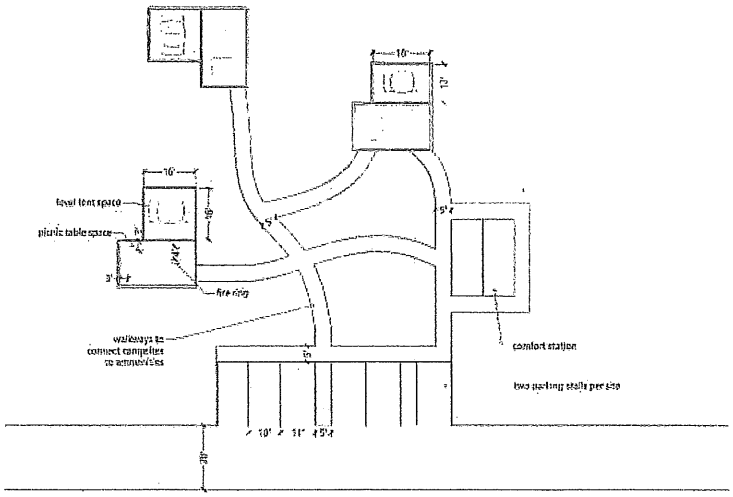


Figure 3.51 Accessible walk in campsite with parking stalls, walkways to three campsites, and a comfort station.

WCCUP-000139-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-10-9
Date Received: 9-22-2021
Fee Amount: $ 500.00
Date Paid: 9-22-2021

CK# 8995130

Applicant Information:

EDWIN S. WRIGHT
Applicant Name

4151 GOONEY MANOR LOOP | BROWNTOWN | VA | 22610
Address | *City* | *State* | *Zip*

DRIVEWAY ON GOONEY MANOR LOOP BROWNTOWN VA 22610 (OR 0 WELLSPRING RD ACTUAL ADDRESS)
Property Location for conditional use permit if Different than Applicant's Address

703-396-6844 | edwinwright@manorlineranch.com
Primary Contact Number | *Email*

ELIZABETH G. WRIGHT
Property Owner (if same as applicant, leave blank)

6801 WEMBERLY WAY | MCLEAN | VA | 22101
Address | *City* | *State* | *Zip*

703-356-8949
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: GOONEY MANOR LOOP BROWNTOWN VA 22610
(2) Election District: SOUTH RIVER
(3) Tax Map Number: 44 · 25
(4) Subdivision Name: N/A
(5) Total Area of Property (acres): 100.96
(6) Total Area to be Used (acres): 100.96
(7) Total Road Frontage (feet): 0'
(8) Depth of Property (feet): 500'+
(9) Present Zoning: AGRICULTURE

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: COMMERCIAL CAMPGROUND

(2) Current land use and condition of site: AGRICULTURE

(3) Zoning of surrounding land/property: AGRICULTURE

(4) Will development be staged? ☒ Yes ☐ No

(5) Construction Time: 1 MONTH TO 24 MONTHS

(6) Season, days, and hours of operation: YEAR ROUND, 24-7

(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: 1-4

(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: UP TO 250

(12) Number of parking spaces to be provided: Regular 100 Handicap AS NEEDED

(13) What is the proposed landscaping and buffering for this property? EXISTING TREES AND BUSHES

C. Plans Prepared By

Name: EDWIN S. WRIGHT

Address: 4151 GOONEY MANOR LOOP BRUNSTOWN VA 22610

Telephone Number: 703·346·6844

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?)
YES. TRASH AND REFUSE WILL BE COLLECTED ON SITE AND TRANSPORTED TO BENTONVILLE WASTE TRANSFER STATION BY OWNER/OPERATOR

(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. SMOKE FROM CAMPFIRES + GRILLS DISSIPATES NATURALLY
DUST FROM GRAVEL ROADS, WHEN SEVERE, CONTROLLED BY H_2O SPRAY
SANITARY/SEWAGE WILL BE PUMPED OUT + REMOVED AND/OR CONVENTIONAL SEPTIC SYSTEMS WILL BE BUILT OVER TIME

(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?
INCREASE IN VEHICLE TRIPS PER DAY YEAR ROUND, MOSTLY EFFECTED ON WEEKENDS, BUT LESS THAN RESIDENTIAL SUBDIVISION

(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. ONLY DOWN FACING UTILITY LIGHTING, VARIABLE #

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.**

EXIT PARKING LOT TO NORTH // TURN R ON E. 3rd // TURN R ON N COMMERCE (BYPASS) // TURN R. ON SOUTH STREET // TURN L ON S. ROYAL // TURN L ON BROWNTOWN RD // CONTINUE PAST VILLAGE OF BROWNTOWN // VEER R ONTO GODNEY MANOR LOOP // CONTINUE ± 1.5 miles TO DRIVEWAY ON RIGHT.

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.

Edward A Wright — 18 AUG 2021
Applicant Signature — Date

Eugene Yuh — 9/12/21
Property Owner Signature — Date

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

Matt Wendling

From: David Beahm
Sent: Friday, October 8, 2021 5:02 PM
To: Chloe Phillips
Cc: Matt Wendling; Paula Fristoe
Subject: Request for Comments 2021-10-09 – Edwin S Wright – Conditional Use Permit for Commercial Campground – WCCUP-000139-2021

Comments 2021-10-09 – Edwin S Wright – Conditional Use Permit for Commercial Campground – WCCUP-000139-2021:

- Erosion and Sediment Control (ESC) Items:
  - Minimal land disturbance is indicated within the application, but given the complexity of this request there may be much more than minimal. As such, for this type of work scope, an application and permit are required for ESC permit, which would be a normal submission including a full plan review application
  - Additionally, the activity appears that it would exceed one (1) acre and would require submission to the Department of Environmental Quality (DEQ) for Stormwater. Approval by DEQ (Construction General Permit) would be required prior to any ESC Permit and any type of Building Permit being issued by Warren County.

- Building Inspections Items:
  - If or when any building construction related activity (structure, electrical, plumbing, mechanical, etc.) were to start, it would be subject to the normal requirements of application, review and approval prior to work beginning.
  - All building requirements are based on the Virginia Uniform Statewide Building Code (USBC).

If anything should change in the scope additional requirements may be required.

Respectfully,

Warren County Building Inspections

David C. Beahm, CBO
Building Official

220 North Commerce /
Sui
Front Royal, VA
540/636
FAX 540/636

dbeahm@warrencountyva.net
www.warrencountyva.net

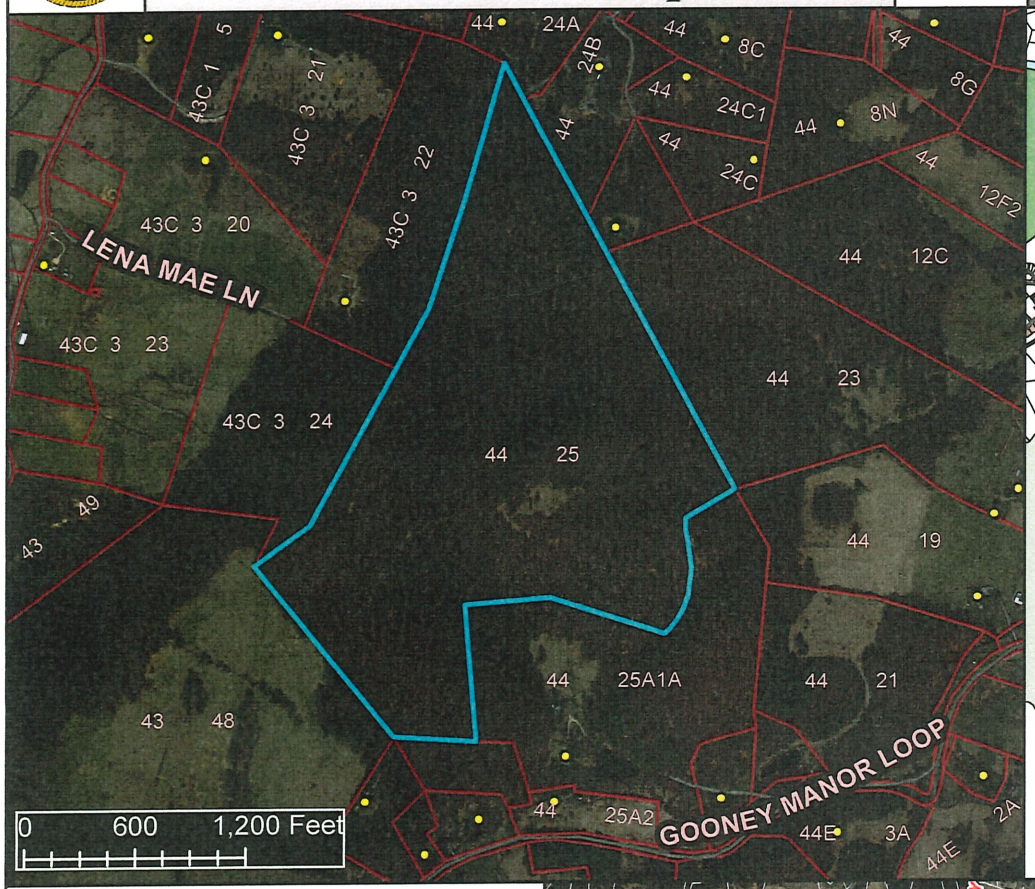
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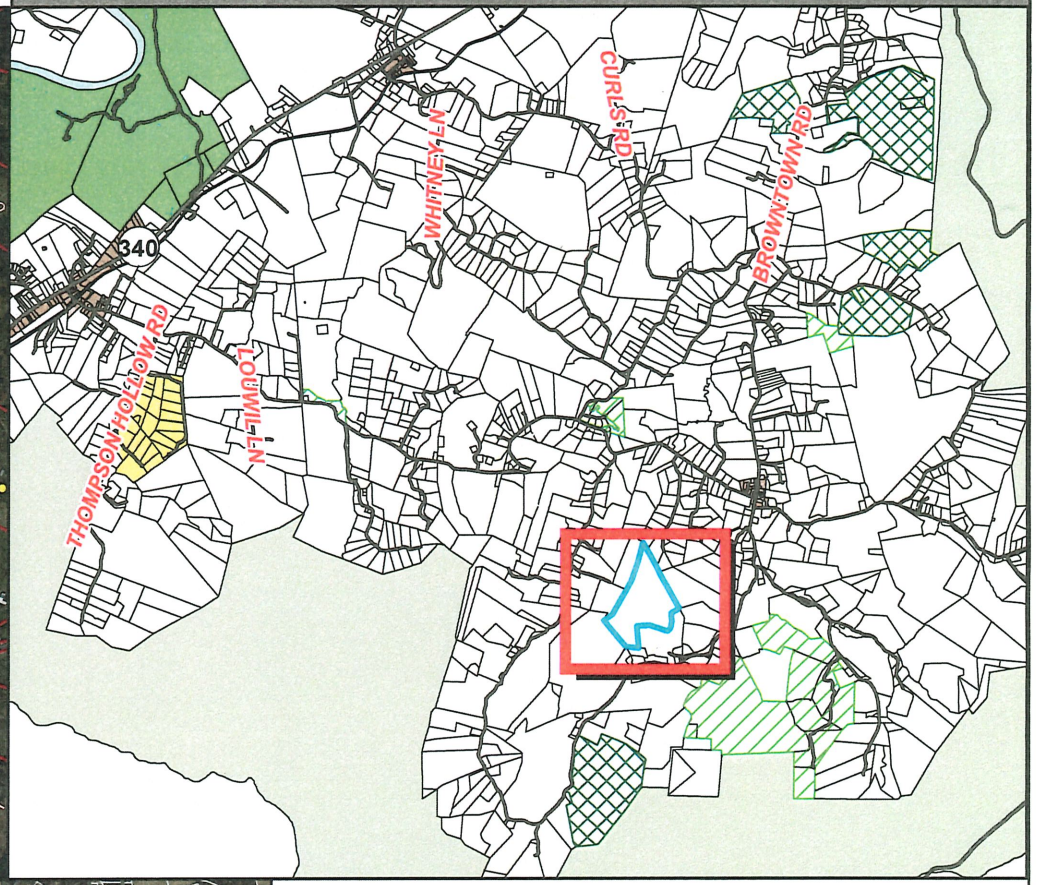
Warren County VA

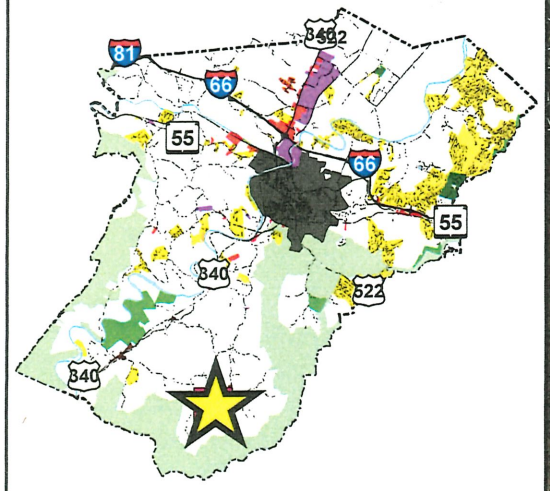
CUP Location Map

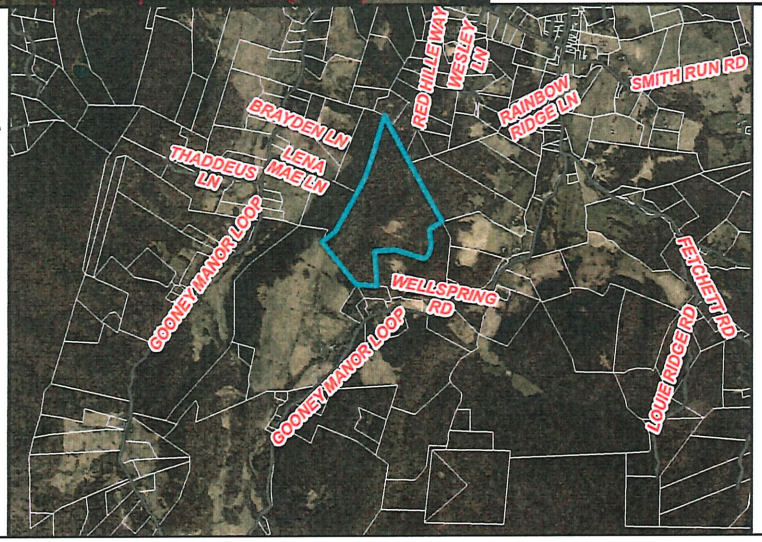
Commercial Campground
Applicants: Edwin Wright

TM 44--------25









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
12/14/2021	N-20	Conditional Use Permit #2021-10-10 Edwin Wright *Rural Event Facility*	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.

Planning Commission Move to Approve:

Mrs. Richardson moved to forward this application to the Board of Supervisors, recommending denial due to an inadequate infrastructure for roads and concerns about additional traffic. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 3-1 with Mr. Longo voting against the motion to deny. Mr. Henry was absent.

1. The applicant shall comply with all Warren County Health Department, Virginia Department of Transportation, Warren County Building Inspections, and Warren County Fire and Rescue regulations and requirements.

2. The parking area for the events shall be in a location approved by the Planning Department.

3. The property shall comply with the County's noise ordinance in Warren County Code Section 123.

4. All events must be within the hours of 9:00AM and 10:00PM.

5. The only access to the property for the events facility shall be off of Gooney Manor Loop with an approved VDOT entrance.

6. Any buildings constructed on the property for the rural events facility shall be cohesive with the agricultural and rural nature of the surrounding area in their appearance.

7. The total number of guests shall be limited to two hundred per event.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Rural Event Facility for advertisement of a public hearing.

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

WCCUP.000190.2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021.10.10
Date Received: 9.22.2021
Fee Amount: $ 500.00 CK#8995131
Date Paid: 9.22.2021

Applicant Information:

EDWIN S. WRIGHT
Applicant Name

4151 GOONEY MANOR LOOP | BROWNTOWN | VA | 22610
Address | *City* | *State* | *Zip*

DRIVEWAY ON → GOONEY MANOR LOOP | BROWNTOWN | VA | 22610
Property Location for conditional use permit if Different than Applicant's Address (OR 0 WELLSPRING RD. & ACTUAL ADDRESS)

703-346-6844 | edwinwright@manorlineranch.com
Primary Contact Number | *Email*

ELIZABETH G. WRIGHT
Property Owner (if same as applicant, leave blank)

6801 WEMBERLY WAY | MCLEAN | VA | 22101
Address | *City* | *State* | *Zip*

703-356-8949
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: GOONEY MANOR LOOP BROWNTOWN VA 22610
(2) Election District: SOUTH RIVER
(3) Tax Map Number: 44 · 25
(4) Subdivision Name: N/A
(5) Total Area of Property (acres): 100.96
(6) Total Area to be Used (acres): 100.96
(7) Total Road Frontage (feet): 0'
(8) Depth of Property (feet): 500'+
(9) Present Zoning: AGRICULTURE

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: RURAL EVENTS FACILITY

(2) Current land use and condition of site: AGRICULTURE

(3) Zoning of surrounding land/property: AGRICULTURE

(4) Will development be staged? ☒ Yes ☐ No

(5) Construction Time: 1 MONTH TO 24 MONTHS

(6) Season, days, and hours of operation: YEAR ROUND 8am - 11pm

(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

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(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: UP TO 250

(12) Number of parking spaces to be provided: Regular 100 Handicap AS NEEDED

(13) What is the proposed landscaping and buffering for this property? EXISTING TREES AND BUSHES

C. Plans Prepared By

Name: EDWIN S. WRIGHT

Address: 4151 GOONEY MANOR LOOP BROWNTOWN, VA 22610

Telephone Number: 703-346-6844

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?)

YES. TRASH AND REFUSE WILL BE COLLECTED ON SITE AND TRANSPORTED TO BENTONVILLE WASTE TRANSFER STATION BY OWNER/OPERATOR

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(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. SMOKE FROM CAMPFIRES + GRILLS DISSIPATES NATURALLY DUST FROM GRAVEL ROADS, WHEN SEVERE, CONTROLLED BY H_2O SPRAY SANITARY/SEWAGE WILL BE PUMPED OUT + REMOVED AND/OR CONVENTIONAL SEPTIC SYSTEMS WILL BE BUILT OVER TIME

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(6) What will be the impact on traffic?

INCREASE IN VEHICLE TRIPS PER DAY YEAR ROUND, MOSTLY EFFECTED ON WEEKENDS, BUT LESS THAN RESIDENTIAL SUBDIVISION

(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. ONLY DOWN FACING UTILITY LIGHTING, VARIABLE #

The following documents and/or information are required to be submitted with the application:

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A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

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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.

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EXIT PARKING LOT TO NORTH // TURN R ON E. 3rd // TURN R ON N COMMERCE (BYPASS) // TURN R. ON SOUTH STREET // TURN L ON S. ROYAL // TURN L ON BROWNTOWN RD // CONTINUE PAST VILLAGE OF BROWNTOWN // VEER R ONTO GODLEY MANOR LOOP // CONTINUE ± 1.5 miles TO DRIVEWAY ON RIGHT.

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Applicant Signature — Date: 18 AUG 2021

Property Owner Signature — Date: 9/12/21

Accepted by: _____ Date: _____

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NOTES

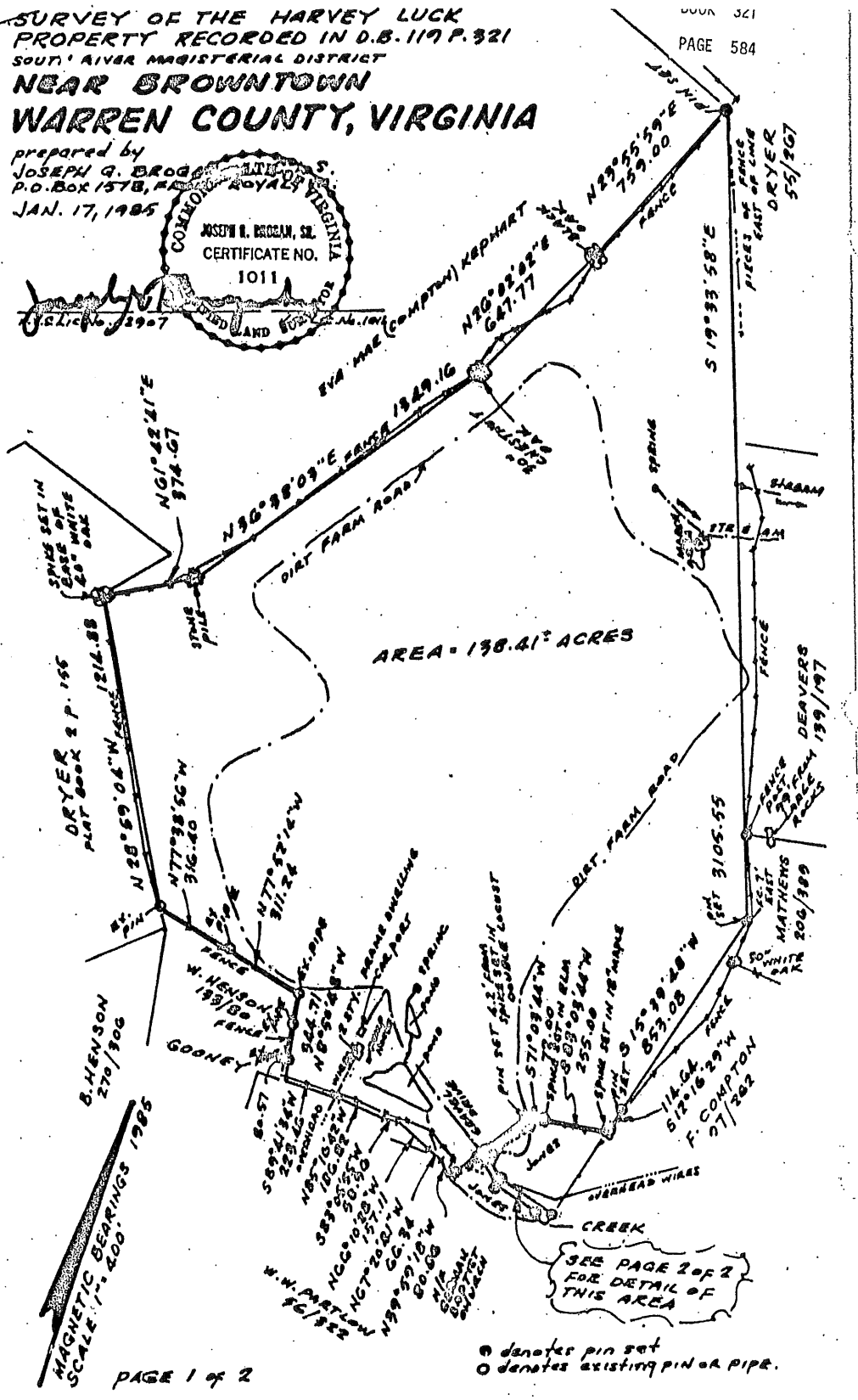
BOOK 321
PAGE 584

SURVEY OF THE HARVEY LUCK PROPERTY RECORDED IN D.B. 119 P. 321
SOUTH RIVER MAGISTERIAL DISTRICT
NEAR BROWNTOWN
WARREN COUNTY, VIRGINIA

prepared by
JOSEPH G. BROG[illegible]
P.O. BOX 1578, FA[illegible] ROYAL, VIRGINIA
JAN. 17, 1985

COMMONWEALTH OF VIRGINIA
JOSEPH G. BROGAN, SR.
CERTIFICATE NO.
1011
LICENSED LAND SURVEYOR

V.S.L.S. Lic. No. 1907



MAGNETIC BEARINGS 1985
SCALE 1" = 400'

● denotes pin set
○ denotes existing pin or pipe.

Matt Wendling

From: David Beahm
Sent: Friday, October 8, 2021 5:43 PM
To: Chloe Phillips
Cc: Matt Wendling; Paula Fristoe
Subject: Request for Comments 2021-10-10 – Edwin S Wright – Conditional Use Permit for Rural Events Facility – WCCUP-000140-2021

Comments 2021-10-10 – Edwin S Wright – Conditional Use Permit for Rural Events Facility – WCCUP-000140-2021:

- Erosion and Sediment Control (ESC) Items:
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- Building Inspections Items:
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If anything should change in the scope additional requirements may be required.

Respectfully,

Warren County Building Inspections

David C. Beahm, CBO
Building Official

220 North Commerce /
Sui
Front Royal, VA

540/636
FAX 540/636

dbeahm@warrencountyva.net

www.warrencountyva.net

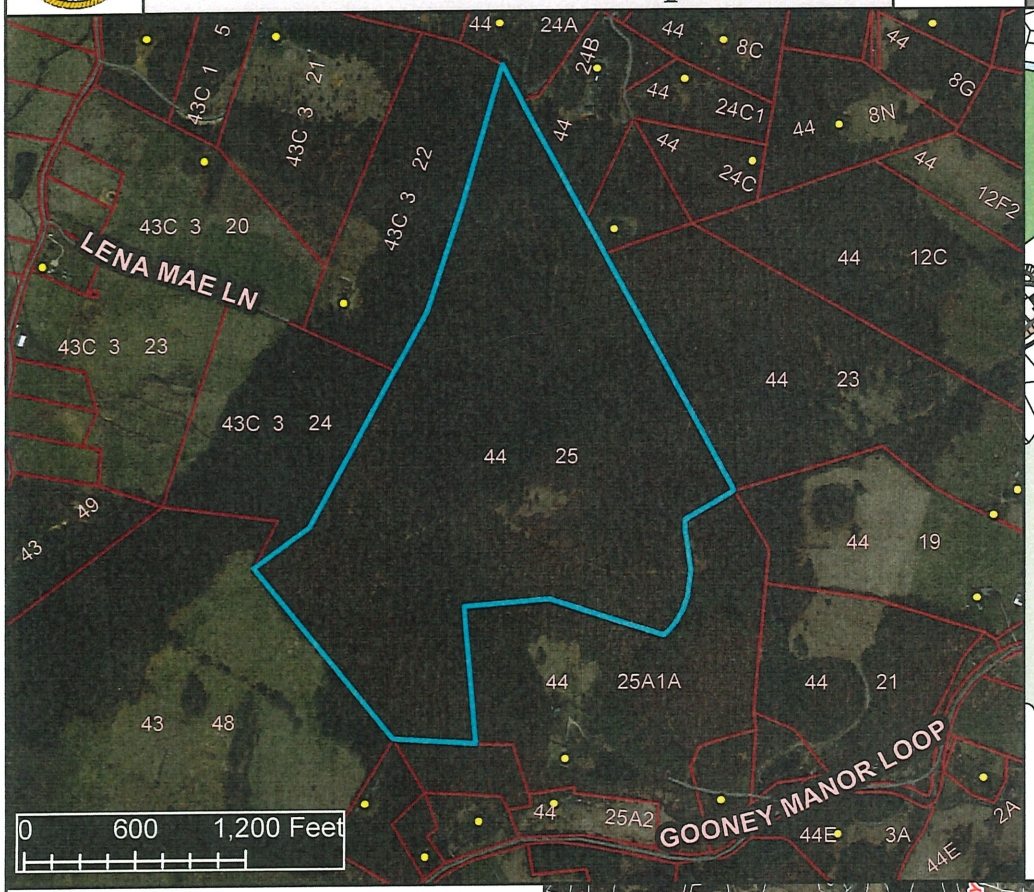
THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

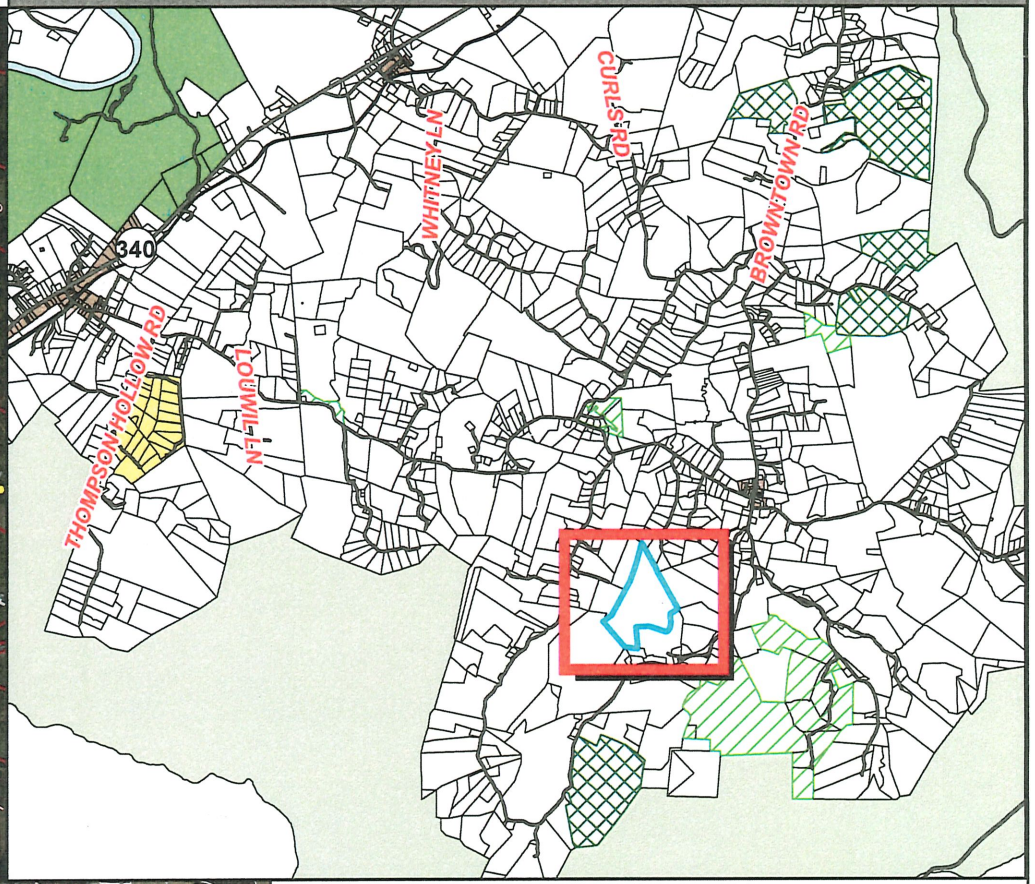
Warren County VA

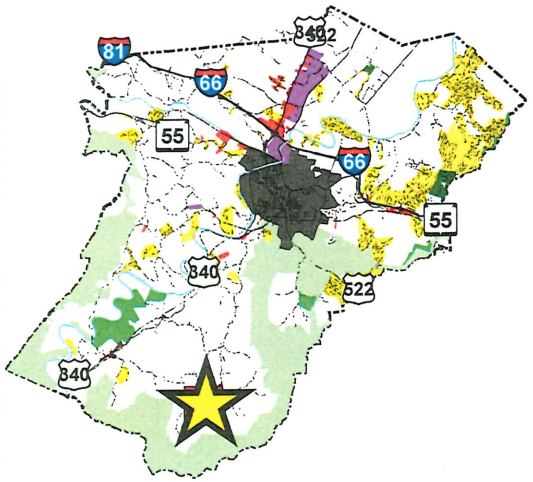
CUP Location Map

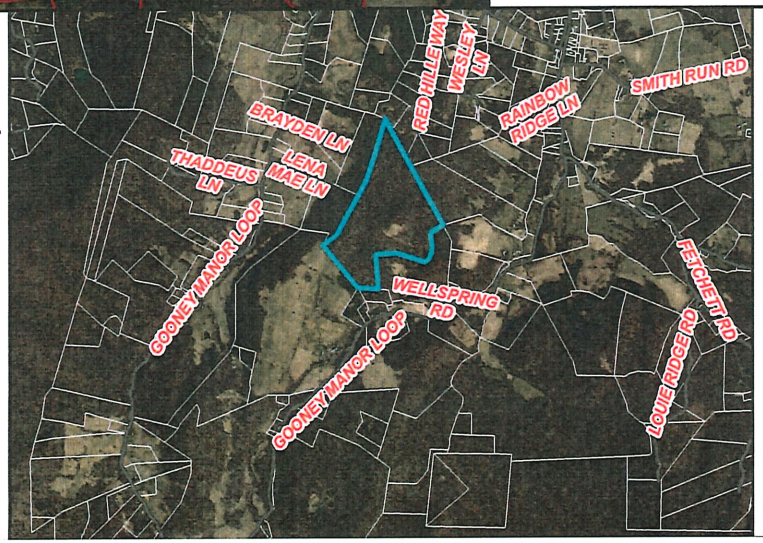
Rural Events Facility
Applicants: Edwin Wright

TM 44--------25









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
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant: Marcia Breeden Phone: 571-283-5494

Mail to Address: 6716 Goode DR. FR 22630

Date Reported to Animal Control Officer: 11/17/21 Signed: Marcia Breeden

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amt. Claimed
11/17/21	3.	Coyote	50-	150-

Total amount requested by claimant: 150-

Amount recommended to be paid by Animal Control Officer: _____

Remarks: Map 28-110I (10acre parcel on Rocky Ln)

COUNTY OF WARREN

APPROVAL FOR PAYMENT

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.

Signature _____

Department _____

Recm'd Budget Code 35010-5802

Comments: NOV 19 2021

Claimant _____ Date 11/17/21

Animal Control Officer G. A. Cowell Date 11/17/21

The Board, after an examination of the above claim, approves same and allows $_____.

Please charge to Animal Control 35010-5802

Board of Supervisors of Warren County

Date of action: _____ By: _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant Marcia Breeden Phone 571-283-5494

Address 476 Goode Drive Front Royal VA 22630

Date Reported to Animal Control Officer 11-21-21 Signed E. Unrah

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amount Claimed
11-21-21	1	Coyote	50.00	

Total amount requested by claimant: $ 50.00

Amount recommended to be paid by Animal Control Officer $ 50.00

Remarks:
killed @ 429 Harmony Orchard
permission attached

COUNTY OF WARREN
APPROVAL FOR PAYMENT

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.
Signature
Department
Recm'd Budget Code 35010-5802
Comments:

Claimant Marcia Breeden Date 11/21/21

~~Animal~~ Control Officer E. Unrah Date 11/21/21

NOV 22 2021

The Board, after an examination of the above claim, approves same and allows $_____. Please charge to Animal Control 35010-5802.

Board of Supervisors of Warren County

Date of Action _____ By _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant: Breeden Marida Phone: 571 283 5494

Address: 676 Goode dr Front Royal

Date Reported to Animal Control Officer: 11-24-21 Signed:

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amt. Claimed
11/24/21	1.	Coyote	50	50

Total amount requested by claimant: 50.00

Amount recommended to be paid by Animal Control Officer: 50.00

Remarks: killed at 429 Harmony orchard Rd Front Royal
COUNTY OF WARREN Wade Colten

APPROVAL FOR PAYMENT

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.

Signature
Department
Recm'd Budget Code 35010-5802
Comments:

NOV 30 2021

Claimant — Date 11/24/21

Animal Control Officer — Date 11-24-21

The Board, after an examination of the above claim, approves same and allows $_____.

Please charge to Animal Control 35010-5802

Board of Supervisors of Warren County

Date of action: _____ By: _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant Marcia Breeden Phone 571-283-5494

Address 6716 Goode DR Front Royal VA 22630

Date Reported to Animal Control Officer 12/2/21 Signed E. Unruh

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amount Claimed
12/1/21	2	Coyote	50.00	100.00

Total amount requested by claimant: $ 100.00

Amount recommended to be paid by Animal Control Officer $ 100.00

Remarks:
killed @ 258 Gafia Lodge RD
Middletown, VA
attached

COUNTY OF WARREN
APPROVAL FOR PAYMENT

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.
Signature _____ Claimant _____ Date 12/2/21
Department _____ Animal Control Officer _____ Date _____
Recm'd Budget Code 35010-5802
Comments: DEC 07 2021

The Board, after ~~an~~ examination of the above claim, approves same and allows $_____. Please charge to Animal Control 35010-5802.

Board of Supervisors of Warren County

Date of Action _____ By _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant Colin Terry Clem Phone 540 631 4306

Address 4317 Fiery Run Road, Linden, VA 22642

Date Reported to Animal Control Officer 11-11-2021 Signed [signature]

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amount Claimed
11-11-2021	1	Coyote	50.00	

Total amount requested by claimant: $ 50

Amount recommended to be paid by Animal Control Officer $ 50

Remarks:

Address different from license property owner at COUNTY OF WARREN ocations animal killed at 4706 Panhandle Road property APPROVAL FOR PAYMENT Claimant at Linden address

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.
Signature [signature]
Department
Recm'd Budget Code 35010-5802
Comments:

Claimant [signature] Date 11/11/21

Animal Control Officer C.A. Brown Date 11-11-2021

NOV 1 6 2021

The Board, after examination of the above claim, approves same and allows $_____. Please charge to Animal Control 35010-5802.

Board of Supervisors of Warren County

Date of Action _____ By _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant: Grove Arthur Lynn **Phone:** 540-542-9674

Address: 121 Reardon Rd, Winchester VA 22602

Date Reported to Animal Control Officer: 11-27-2021 **Signed:** [signature]

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amt. Claimed
11-27-2021	1	Coyote	50.00	50.00

Total amount requested by claimant: 50.00

Amount recommended to be paid by Animal Control Officer: 50.00

Remarks:
COUNTY OF WARREN Killed at 686 Headquarters Ln Front Royal VA 22630
APPROVAL FOR PAYMENT. SeeKFords property. permission slip attached

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.
Signature [signature]
Department
Recm'd Budget Code 35010-5802
Comments: NOV 30 2021

Arthur L. Grove
Claimant — 11-27-2021 Date

Sgt C.A. Rowe
Animal Control Officer — 11-27-2021 Date

The Board, after an examination of the above claim, approves same and allows $_____.
Please charge to Animal Control 35010-5802

Board of Supervisors of Warren County

Date of action: _____ By: _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant: Seekford, David Phone: 540-551-0182

Address: 6860 Headquarter lane Front Royal VA 22630

Date Reported to Animal Control Officer: 11-23-2021 Signed: [signature]

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amt. Claimed
11-23-21	1	Coyote	50.00	50.00

Total amount requested by claimant: 50.00

Amount recommended to be paid by Animal Control Officer: 50.00

Remarks: Own Property

COUNTY OF WARREN

APPROVAL FOR PAYMENT

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.

Signature [signature] Claimant 11-23-21 Date

Department [signature] G.B Phillips 11-23-21

Recm'd Budget Code 35010-5802 Animal Control Officer Date

Comments: NOV 30 2021

The Board, after an examination of the above claim, approves same and allows $_____.

Please charge to Animal Control 35010-5802

Board of Supervisors of Warren County

Date of action: _____ By: _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant: John Updike Phone: 540-635-4609

Address: 1845 Thompson Hollow Road, Bentonville, VA 22610

Date Reported to Animal Control Officer: 11/13/21 Signed: [signature]

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amt. Claimed
11/13/21	1.	Coyote	50.00	$50.00

Total amount requested by claimant:

Amount recommended to be paid by Animal Control Officer: $50.00

Remarks:

COUNTY OF WARREN
APPROVAL FOR PAYMENT

Killed on own property

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.

Signature [signature] Claimant John Updike Date 11-13-21

Department [signature] Animal Control Officer Date 11/13/21

Recm'd Budget Code 35010-5802

Comments: NOV 16 2021

~~The Board, after an examination~~ of the above claim, approves same and allows $_____.

Please charge to Animal Control 35010-5802

Board of Supervisors of Warren County

Date of action: _____ By: _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant: Woodard Sr, Charles, Lewis Phone: ~~587~~ 571 - 221 - 2906

Address: 437 Rocky Ln Front Royal VA 22630

Date Reported to Animal Control Officer: 11-12-21 Signed: _____

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amt. Claimed
11/12/21	1	coyotes	$ 50.00	

Total amount requested by claimant: 50.00

Amount recommended to be paid by Animal Control Officer: 50.00

Remarks: Killed on own property.

COUNTY OF WARREN

APPROVAL FOR PAYMENT

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.

Signature _____
Department _____
Recm'd Budget Code 35010-5802
Comments: NOV 16 2021

Charles L Woodard Sr — Claimant — 11-12-21 Date

Animal Control Officer — 11-12-21 Date

The Board, after an examination of the above claim, approves same and allows $ _____.

Please charge to Animal Control 35010-5802

Board of Supervisors of Warren County

Date of action: _____ By: _____

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant Woodard Jr, Charles Lewis Phone 571-221-2906

Address 437 Rocky Ln, Front Royal VA 22630

Date Reported to Animal Control Officer 11-20-2021 Signed Charles S Woodard

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amount Claimed
11-20-2021	1	Coyote Male		~~50~~

Total amount requested by claimant: $ 50

Amount recommended to be paid by Animal Control Officer $ 50

Remarks:

COUNTY OF WARREN Back Mountain Rd across from Boyd's Mill

APPROVAL FOR PAYMENT owner

I certify that this expenditure is necessary for the operation of this department, that appropriated funds are available for payment and the goods/services have been received in good order.

Signature _____ Claimant Charles S Woodard Date 11-20-2021

Department _____

Recm'd Budget Code 35010-5802 Animal Control Officer Sgt C.A. Brown Date 11-20-2021

Comments: _____

NOV 22 2021

The Board, after an examination of the above claim, approves same and allows $_____. Please charge to Animal Control 35010-5802.

Board of Supervisors of Warren County

Date of Action _____ By _____

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
December 14, 2021	O	Approval of Local Incentive Grant Agreement	

EXPLANATION & SUMMARY:

The enclosed Incentive Grant Agreement is proposed between the County of Warren, Nature's Touch Frozen Foods, LISPEN, LLC (InterChange), and the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia. Governor Northam recently announced the expansion of Nature's Touch's operations in Warren County, and the Commonwealth of Virginia will provide incentives for this expansion. At this time, Warren County is interested in providing similar incentives, including the rebate of a portion of taxes paid as described in the proposed Agreement.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the proposed Incentive Grant Agreement with such changes as may be authorized by the County Administrator in collaboration with the County Attorney.

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

INCENTIVE GRANT AGREEMENT

This **INCENTIVE GRANT AGREEMENT** ("Agreement") is made and entered into on _____, 2021, by and among the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("County"), **NATURE'S TOUCH FROZEN FOODS, LLC**, a Vermont limited liability company, the ("Company"), **LISPEN, L.L.C**., a Virginia limited liability company, the property owner ("Landowner"), and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("EDA").

WITNESSETH:

WHEREAS, Company plans to operate a frozen food processing facility ("Facility") in the County on Warren County Tax Map Parcel 12G-1-2-1A1 (the "Property") owned by Landowner, thereby making a significant investment, and creating new jobs;

WHEREAS, the County is willing to provide funds to the EDA with the expectation that the EDA will provide those funds to the Company and Landowner as financial incentives to the Company and Landowner to meet certain criteria relating to property investment in the County;

WHEREAS, the County, EDA, Company, and Landowner desire to set forth their understanding and agreement as to the financial incentives for and obligations of the Company and Landowner with respect thereto;

WHEREAS, the construction and equipping of the Facility is anticipated to entail (a) a capital expenditure in real estate by or on behalf of the Landowner of approximately $25,000,000 to construct a new building of approximately 126,000 square feet (the "Building") to house the Facility on the Property, and (b) a capital investment by or on behalf of the Company in personal property to equip the Building for Facility operations of approximately $10,000,000 by December 31, 2024;

WHEREAS, the operation of the Facility is anticipated to result in the creation and maintenance of 67 new jobs in the County by December 31, 2024; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by these investments and new jobs constitutes a valid public purpose for the expenditure of public funds;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the Parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

"Real estate" means that property which is subject to County taxation as real property and which is taxable as provided in the Code of Virginia.

"Tangible personal property" means that personal property, including machinery and tools, which is subject to County taxation as personal property and which is taxable as provided in the Code of Virginia.

Section 2. Targets.

(a) *Targets:* The Landowner will construct the Building in the County and make or cause to be made an investment of at least $25,000,000 in taxable real estate (the "Landowner Investment"). The Company will equip and operate the Facility in the County, and make or cause to be made and retained an investment in personal property of at least $10,000,000 in taxable personal property by December 31, 2024 (the "Company Investment").

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The County and EDA strongly encourage the Company to ensure that at least 30% of the anticipated at least 67 new jobs are offered to "Residents" of the Commonwealth, as defined in Va. Code § 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage:* The County and EDA strongly encourage the Company to provide average annual wages for the new jobs of at least $37,746.27.

Section 3. Incentives Grant.

(a) *Local-Level Incentives:* The County and the EDA commit to provide an incentive grant of up to a maximum/total of $575,500 in the aggregate to incentivize and facilitate the Landowner Investment and the Company Investment. These incentives shall be provided in the form of refunded taxes ("Refunded Taxes"/ "Grant"), which are subject to appropriation by the County and may be used by the Landowner and the Company for any lawful purpose. Landowner shall be paid the incentive relating to the real estate taxes. Company shall be paid the incentive relating to the taxable personal property.

(1) *Refunded Real Estate Taxes*: The Refunded Taxes for the Landowner Investment consist of a portion of the County real estate taxes paid by the Landowner with respect to the Facility, commencing on January 1 of the first full calendar year within which the Building is assessed as completed Real Estate and continuing for five (5) full calendar years in total, as follows (the "Real Estate Tax Grants"):

RE Tax Grant Year	Year 1	Year 2	Year 3	Year 4	Year 5
Grant % of RE Tax Paid	80%	60%	40%	20%	20%

Landowner shall request the first Real Estate Tax Grant payment from the EDA within 90 days after the first installment of real estate taxes on the completed Building are due to the County, and each subsequent installment within 90 days after the applicable installment of real taxes are due to the County.

(2) *Refunded Tangible Personal Property Taxes:* The Refunded Taxes for the Company Investment consist of a portion of the tangible personal property taxes paid by the Company with respect to the personal property in the Facility, commencing on January 1 of the first full calendar year in which the Company files a personal property tax return with respect to a particular Company Investment and continuing for five (5) full calendar years. Because it is anticipated that the Company Investment may straddle multiple years, new Company Investments made in each calendar year shall be tracked and reimbursed separately, each on its own five-year schedule, as follows (the "Personal Property Tax Grants"):

PP Tax Grant Year	Year 1	Year 2	Year 3	Year 4	Year 5
Grant % of PP Tax Paid	80%	60%	40%	20%	20%

By way of example, if the Company Investment is made over a two-year period in 2023 and 2024, the Company will be entitled to a Personal Property Tax Grant for personal property taxes on the initial 2023 Company Investment over five (5) years commencing 2024 (assuming that is when the personal property tax return is filed) through the end of 2028 (80% in 2024, 60% in 2025, 40% in 2026, and 20% in 2027 and 2028, respectively), and to a Personal Property Tax Grant for personal property taxes on the supplemental 2024 Company Investment over five (5) years commencing 2025 (assuming that is when the property tax return for that supplemental property is filed) through the end of 2029 (80% in 2025, 60% in 2026, 40% in 2027 and 20% in 2028 and 2029, respectively).

The Company shall request the first Personal Property Tax Grant payment from the EDA within 90 days after the first installment of personal property taxes relating to the Facility are due to the County, and each subsequent installment within 90 days after the applicable installment of personal property taxes are due to the County. Each request shall include a schedule of the personal property taxes paid as to Company Investments broken down by applicable Grant Year, including calculation of the expected Tax Refund based on property taxes filed and equipment placed in service each Grant Year, so that the appropriate refund percentage can be easily verified by the County.

(b) *Formula and Conditions for Grants*:

(1) The Grants shall not be awarded to either Landowner or Company as to any tax period unless it has, respectively, paid in fill at the time of this Agreement and remains current on payment of all County taxes and fees, including real estate taxes due as to Landowner and tangible personal property taxes due as to the Company.

(2) The Grants shall be paid to Landowner and Company, respectively, through the EDA on a biannual basis within 45 days after request. Grant payments to Landowner and Company shall only be issued following certification of payment of all Warren County taxes and fees by Landowner and Company, respectively, from the previous calendar year.

(3) The award of this Incentive Grant to the Company shall be contingent on the Company having filed, in accordance with Warren County Code §160-56, all returns of tangible personal property, including machinery and tools, owned January 1 of each year, with the office of the Commissioner of the Revenue, on forms approved by that office, on or before February 15th of each calendar year. Failure to file such personal property tax return within the time required shall constitute a waiver of the Company's right to receive the Refunded Taxes for tangible personal property for the period covered by such unfiled return.

(4) In no event shall the cumulative total of Grants awarded to the Landowner and the Company in aggregate exceed $575,500.

(c) *Other Incentives:* This Agreement relates solely to the County and EDA's Refunded Taxes incentives. The qualification for, and payment of any and all State-Level Incentives and Local-Level Incentives, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

The Landowner and Company commit to be forthcoming and accurate in all communications and filings with the County regarding their real estate and personal property.

Section 6. Additional Documentation. In addition to the verification data described above, in their sole discretion, the County or the EDA may each require such other documentation or audits as may be reasonably required to properly verify the property investments/valuations.

Section 7. Notices.

All notices to the Parties shall be given in writing and be given by either (i) personal service or (ii) overnight courier to the parties addressed as follows:

To the Company:

Nature's Touch Frozen Foods, L.L.C.
195 Toray Drive
Front Royal, VA 22603
Email: jtentomas@naturestouch.ca
Attention: John Tentomas

To the Landowner:

LISPEN, L.L.C.
c/o InterChange Group, Inc.
1346 Pleasants Drive, Suite 6
Harrisonburg, VA 22801
Email: devon.anders@interchangeco.com
Attention: Devon C. Anders

To the County:

County of Warren, Virginia
220 N. Commerce Avenue
Front Royal, VA 22630
With an email copy to:
Email: edaley@warrencountyva.net
Attention: County Administrator

To the EDA:

Industrial Development Authority of the Town of
Front Royal and the County of Warren, Virginia
400 D Kendrick Lane
Front Royal, VA 22630
Attention: Executive Director
With email copies to:
Email: jbrowne@wceda.com
Email: edaley@warrencountyva.net

Section 8. Miscellaneous.

(a) *Entire Agreement; Amendments; Modifications:* This Agreement constitutes the entire agreement among the Parties hereto and may not be amended or modified, except in writing, signed by each of the Parties.

(b) *Governing Law; Venue:* This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie solely in the Circuit Court of Warren County.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original of this Agreement.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, the remaining provisions shall remain valid and enforceable.

(e) *Waiver*: Any failure by any Party to enforce any provision hereof shall not constitute a waiver of any other breach of such provision or prejudice the right of any Party to enforce the provision at any subsequent time.

(f) *Conflicts*: In the event of any conflicts between the provisions of this Agreement and any other agreement or document, the provisions of this Agreement shall control.

(g) *Binding Effect/Assignability:* This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Company and Landowner may not assign their respective rights and obligations under this Agreement without the prior written consent of the County and the EDA, provided that the rights of Landowner shall be transferrable to any person or entity taking title to the Property during the term of this Agreement.

(h) *Attorneys' Fees:* Attorneys' fees shall be paid by the party incurring such fees.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed below by their duly authorized representatives, as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

This Incentive Grant Agreement is hereby entered into by the County of Warren, Virginia, as evidenced by the signature of the undersigned, who is authorized to enter into this Agreement on its behalf, as evidenced by a Motion or Resolution authorizing the same adopted by the Warren County Board of Supervisors on _____, 2021.

COUNTY OF WARREN, VIRGINIA

By: _____
Name: _____
Title: _____

Attest:

_____
Ed Daley, Clerk
Board of Supervisors

This Incentive Grant Agreement is hereby entered into by the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, d/b/a EDA, as evidenced by the signature of the undersigned, who are authorized to enter into this Agreement on its behalf, as evidenced by a Motion or Resolution authorizing the same adopted by the EDA on _____, 2021.

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

By: _____
Name: _____
Title: _____

_____
Name:
Title: Secretary

This Incentive Grant Agreement is hereby entered into by Company, as evidenced by the signature of the undersigned, who is authorized to enter into this Agreement on its behalf.

NATURE'S TOUCH FROZEN FOODS, LLC

By: _____
Name: _____
Title: _____

This Incentive Grant Agreement is hereby entered into by Interchange Group, Inc., as evidenced by the signature of the undersigned, who is authorized to enter into this Agreement on its behalf.

LISPEN, L.L.C.

By: _____
Name: Devon C. Anders, President
InterChange Group, Inc.
Title: Manager

4895-7959-0916, v. 3

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 3
December 14, 2021	**P**	Approval of Virginia ARPA Tourism Recovery Program	

EXPLANATION & SUMMARY:

Warren County has been allocated $170,000 through the American Rescue Plan Act (ARPA) Tourism Recovery Program. The purpose of the program is to restore and increase tourism to our area after COVID-19. Please see attached a proposed plan that has been developed for use of this funding. This plan must be submitted prior to December 31, 2021. It can be amended as determined by the Board of Supervisors.

COST & FINANCING:

50% of funds will be distributed upon approval of the plan by the Virginia Tourism Corporation. Once the initial advance has been exhausted the balance will be available on a reimbursement basis.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the proposed ARPA Tourism Recovery Program Plan Proposal.

Or

I move that the Board of Supervisors not approve the proposed ARPA Tourism Recovery Program Plan Proposal.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Lisa Salomon, Grants and Special Projects Coordinator		

ARPA TOURISM RECOVERY PROGRAM

Plan Proposal Documentation

Requirement Worksheet

Name of Project or Grant: Warren County/Front Royal ARPA Tourism Recovery Plan	**X New Functionality Request** ☐ **Change to Existing Functionality** ☐ **Unplanned Work (Mandates, Ordinances, etc.)**
Requestor Lisa Salomon, Grants and Special Projects Coordinator	**Requesting Department** Tourism
Date Needed By December 31, 2021	**Priority (High, Medium Low)** HIGH
Citizen facing or Internal only? Citizen	**Funds Allocated** $170,000

Description of Grant/Plan

To use funds allocated from Governor to boost tourism in Warren County/Front Royal. We will identify influencers from the DMV and invite them to Warren County/Front Royal to experience our area. Bringing them to visit in both spring and fall to give the best experiences we have to offer. Letting them explore both county and town activities such as hiking, golf, frisbee golf, river float, museums, shopping, and a selection of restaurants as well as accommodations to enjoy while here. Also, developing a mobile app for visitors. The app would guide tourists in creating their own experiences while visiting Warren County/Front Royal. The app would include destinations, lodging and restaurants in both the county and the town. We would showcase the app to the influencers during their visits.

With the remaining funding, we would have the option to choose two to three signs to construct throughout the county in order to better direct visitors to Warren County.

Business Value (What will this work resolve?) Social media is a strong influence and creates visibility. Most people now use some type of social media platform to research and plan experiences. We can use this to our advantage in bringing tourists to Warren County/Front Royal.	**Cost Estimate** Influencers Trip $30,000 to $50,000 App Creation $10,000 (All Costs approximate, direct contact with influencers/companies would bring better idea of costs) Entryway signage $110,000 (As part of the Wayfinding Signage project)

Motion to be Made Going into Closed Meeting

I move the Board enter into a closed meeting under the provisions of Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice regarding the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "EDA"), the Town of Front Royal, the *EDA vs. Jennifer McDonald, et al*., the *Town of Front Royal vs. the EDA, et al*., the *EDA vs. the Town of Front Royal,* other potential claims and litigation relating to other possible liabilities of the EDA, the recovery of EDA funds and assets, and the outstanding indebtedness of the EDA.

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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)(7) and (A)(8) 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.