AGENDA
Board of Supervisors Meeting

February 1, 2022

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. Public Comment Period (60 Minute Time Limit)
D. Report – Virginia Department of Transportation – Ed Carter
E. Report – Virginia Cooperative Extension Office – Corey Childs
F. Report – Warren County Department of Social Services – Jon Martz
G. Reports – Board Members, County Administrator, Interim County Attorney
H. Approval of Minutes
    a. Regular Meeting of December 14, 2021
    b. Regular Meeting of January 4, 2022

NEW BUSINESS

I. Consent Agenda
    1. Refund Request for UPS Ground Freight Inc – Sherry Sours
    2. Acceptance of Dedication of 0.4845 Acre and Deed of Quitclaim from Adam and Shawn Huddleston – Joe Petty
    3. Representative Appointment to the Community Policy and Management Team for the Northwestern Community Services Board – Jessica Amankrah
    4. Representative Appointment to the Community Policy and Management Team for the Lord Fairfax Health District – Jessica Amankrah
    5. Purchase of One (1) Bobcat Compact Track Loader for the Public Works Department – Alisa Scott/Mike Berry
    6. Annual Term Contract with Syntax Communications, Inc., for IT Networking and Infrastructure Services ending May 1, 2022 – Alisa Scott/Todd Jones
    7. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-11-01, Katherine Stallings for a Short-Term Tourist Rental Located at 377 Brandy Road and Identified on Tax Map 22C as Lot 69 – Matt Wendling

8. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-11-02, Dennis Flynn for a Short-Term Tourist Rental Located at 484 Creek Road and Identified on Tax Map 39C, Block B, as Lot 27 – Matt Wendling
9. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-11-05, David Kondner for a Short-Term Tourist Rental Located at 153 Beckwith Drive and Identified on Tax Map 21B, Section 1, Block 1, as Lot R – Joe Petty
10. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-11-07, Danielle and David Kibiloski for a Bed-and-Breakfast Located at 990 Hillandale Road and Identified on Tax Map 30C, Section 1, Block 5, as Lot 50 – Matt Wendling
11. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-12-02, John Lavoie for a Short-Term Tourist Rental Located at 1196 Old Oak Lane and Identified on Tax Map 7A, Section 4, as Lot 15 – Matt Wendling
12. Coyote Bounties – $50.00 Each – Animal Control
    a. Richard Colton (1)
    b. Eugene Keckley, Jr. (2)

J. Purchase of One (1) 2023 Pierce Enforcer Pumper and Budget Transfer – Alisa Scott/Chief James Bonzano

K. Economic Development Authority Support Agreement Modification – Ed Daley/Jason Ham

L. Closed Session – Virginia Freedom of Information Act
    1. Section 2.2-3711(A)(3) Acquisition of Real Property for a Public Purpose, Property Located in the Fork Magisterial District Outside the Limits of the Town of Front Royal
    2. Section 2.2-3711(A)(3) Disposition of Publicly Held Real Property Located in the South River Magisterial District Within the Limits of the Town of Front Royal
    3. Sections 2.2-3711(A)(7) and (A)(8) Consultation with Legal Counsel Pertaining to Actual or Probable Litigation and for the Provision of Legal Advice Relating to Economic Development Authority Matters

M. Additional New Business (If needed)

N. Adjournment

Maintenance:

- The month of January has been primarily spent addressing weather events and repairing potholes; will continue to address potholes as they arise. The extreme freezing/thawing is creating a significant amount on roadways
- Handled several downed trees as a result of the storms and plan to do brush removal on Route 340 south using contractors and Route 649 using State forces
- Will be installing some pipes on various roads and grading stabilized roads, weather permitting
- Given the current weather cycle, VDOT could be addressing weather events well into February

Board Issues:

- Chairman's request for Morgan Ford documentation will be fulfilled as soon as VDOT gets out of the current weather cycle.
- Meeting on Secondary Six-Year Plan - They do not expect to have the revised budget figures before sometime in March. Mr. Carter can meet at any time to discuss the process, but Finance is currently working on revenues and forecasts, and the data is not yet available.

Virginia Cooperative Extension
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Warren County Quarterly Reports

to the

Warren County Board of Supervisors

October 1 to December 31, 2021

Program Areas Serving the Citizens of Warren County:

Agriculture and Natural Resources:

- **Livestock:** *Corey Childs*, cchilds@vt.edu, 540/635-4549
- **Horticulture:** *Mark Sutphin*, mark.sutphin@vt.edu, 540/665-5699
- **Crop and Soil Science:** *Robert Clark*, raclark@vt.edu, 540/459-6140
- **Livestock:** *Elizabeth Mullins, elizam3@vt.edu, 540/778-5794*

Family and Consumer Sciences:

- **Family Financial Management:** *Karen Poff*, kpoff@vt.edu, 540/635-4549
- **Food, Nutrition, and Health**: *Vanessa Santiago*, vsantiago@vt.eud, *540/665-5699*
- **SNAP-Ed Extension Agent:** Molly Beardslee, mollykb@vt.edu, 540/778-5794

4-H Youth Development:

- **4-H:** Stacy Swain, hstacy@vt.edu, 540/ 635-4549

Virginia Cooperative Extension programs and employment are open to all, regardless of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, veteran status, or any other basis protected by law. An equal opportunity/affirmative action employer. Issued in furtherance of Cooperative Extension work, Virginia Polytechnic Institute and State University, Virginia State University, and the U.S. Department of Agriculture cooperating. Edwin J. Jones, Director, Virginia Cooperative Extension, Virginia Tech, Blacksburg; M. Ray McKinnie, Administrator, 1890 Extension Program, Virginia State, Petersburg.

Agriculture & Natural Resources: Livestock
Corey Childs, Extension Agent
540/635-4549; cchilds@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties

Programs: October 1 to December 31, 2021

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah, and Warren):

- Provided technical educational support to the Virginia Junior Youth Livestock Program held during the State Fair of Virginia. This included facilitation of the Stockman's and Premier Exhibitor program and serving as Assistant Superintendent of the Youth Sheep and Goat shows. 180 youth participants.
- Co-facilitate the on-line Private and VDACS Commercial Pesticide License Recertification:
  - Participants from the Northern Shenandoah Valley received pest management training and recertification by enrolling in an on-line series of educational videos, testing and certification.
  - Participate in local in-person and virtual private pesticide applicators training.
  - Developed Theileria and Asian Long horned Tick Update.
- Represent VCE while serving as Director to the Lord Fairfax Soil and Water Conservation District.
  - Serve as Chair of the Conservation Technical Committee.
  - Also, serve as a member of the Resource Management Subcommittee.
  - Attended a total of six virtual meetings.
- Served as organizer and Sale Co-Chairman for the Virtual Virginia Bred Ewe and Lamb Sale.
  - 12 producers consigned 26 head of bred commercial ewes that sold for an average of $755 per head. (increase of $93 per head over 2019) and sold into surrounding states
- Provided organizational support and facilitation to the State graded Sheep and Goat Sale for 36 participating producers who marketed 1,326 sheep and goats.
- Ensuring Safe Drinking Water through the Virginia Household Water Quality Program
  - 212 households tested private wells and private water supplies for 14 parameters through the five Virginia Household Water Quality Program events that were offered in Clarke, Frederick, Page, Shenandoah, and Warren.
- Planning and Development team for the Northern District Agricultural Agents Fall Retreat.
- Collaborated with the Northern District Program Leadership Team to conduct District-wide Elements Reporting training and ANR Agents Fall Retreat and Update.
- Program Development Institute, State team member and presenter
- Attended VCE Northern District Fall Conference.
- Developed the NSV Livestock E-Update Newsletter and maintained the Northern Shenandoah Valley Agriculture and Natural Resources Blog and social networking presence.
- Developed enterprise budgets and/or ration formulations for seven livestock producers.
- Responded to producer informational or other educational needs on animal health, livestock, production, forages, and marketing issues as requested.
- Serve as a member of the Farm Management Committee with MARE/Clermont Farm.
- As Unit Coordinator, work with UAA to manage the office finances and ensure accurate accounting, personnel management, and timely reporting to both local and state funding partners.
- Collaborate with all unit staff to ensure that all activities comply with all federal civil rights requirements.
- Developed enterprise budgets, ration formulations, or provided business analysis for 14 livestock producers.
- Collaborated with Warren Master Gardener volunteer staff to responded to 31 requests from local home and property owners requesting diagnostic and technical recommendations relating to:
  - Insect identification and control

- Plant identification
- Ornamental Disease control

Media

- Co-maintain four Facebook pages: Northern Shenandoah Valley Agriculture and Natural Resources – (https://www.facebook.com/VCE-Northern-Shenandoah-Valley-Agriculture-and-Natural-Resources-183932085102951/); VCE-Clarke County – https://www.facebook.com/VCEClarke, Virginia Sheep and Goats – https://www.facebook.com/Virginia-Sheep-And-Goat-Producers-235422895132
  Graze 300 Virginia- https://www.facebook.com/Graze300Virginia
  Total virtual contacts in 2021 – 393,352
- Managed Informational on-line Blog - Virginia Cooperative Extension http://vacoopext.blogspot.com/
  - Your stop for Clarke, Frederick, Page, Shenandoah, and Warren agriculture and natural resource education
- Managed https://www.facebook.com/pages/VCE-Northern-Shenandoah-Valley-Agricuture-and-Natural-Resources a resource for residents and landowners to keep up with upcoming Extension events and activities contacts in 2020.
- Interviewed by 95.3 The River for The Valley Today – December 28, 2021 Byline: Prepare for Cold Weather

Professional Development

- Northern District Fall Conference 1 day
- Engaging a Virtual Audience
- Freedom of Information Act
- Animal Science Updates (5)
- Farm Business Management program training

Client Contacts/Farm Visits

- 12 Pest Management Contacts
- 1,102 Livestock/Health/Marketing/Forage Management Contacts
- Site Visits: 27
- Total program contacts: 411

Other Activities

- Serve as VCE-Warren Unit Coordinator
- Liaison for the Emergency COVID Emergency Response Leadership Team
- Serve as Educational Advisor to Blue Ridge Cattleman's Association
- Serve on Educational Advisor to Old Dominion Livestock Association
- Virginia Sheep Producers Board member, Seedstock
- Clarke and Frederick County Public Schools, CTE Committee
- Clermont Foundation, Farm Board

Family & Consumer Sciences: Family Financial Management
Karen Poff, Senior Extension Agent
540/635-4549; kpoff@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties

FAMILY & CONSUMER SCIENCES
Creating Healthy & Sustainable Families

Programs: October 1 to December 31, 2021

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah, and Warren):

Educational Presentations/Simulations (Up to 2 ½ Hours)

- "Claim Your Future" presentation for high school students (9 Presentations) – Frederick, Shenandoah, and Warren Counties

Extended Learning Programs (In-Depth or Multiple Sessions)

- Virtual "Money Management" series (3 Sessions) – Frederick County
- Virtual Super Pantry Financial Lessons (3 Sessions) – All Counties

Exhibits/Displays/Brief Community Presentations

- Financial Education Exhibits (3 Exhibits at Community Events) –Warren County

Additional Accomplishments

- "Drinking Water Clinics" (Assisted with Kick-Off meetings, Collections, and Results meetings) – All Counties
- Individual Consultations by Phone or E-mail (Indirect Contacts – 7) – All Counties
- Individual Consultations and Financial Mentoring In-person or Virtual (Direct Contacts – 3) – All Counties
- COVID-19 Specific Meetings and Webinars (4 Meetings)
- Networking Meetings (12 Meetings) – All Counties
- Planning Meetings (10 meetings) – All Counties and State Teams

Professional Development

- Professional Development Webinars on Various Topics (16 Webinars)
- Mental Health First Aid Course
- Association for Financial Counseling and Planning Education Annual Conference (Virtual)
- VCE Northern District Fall Conference (Virtual)
- Serve on Committee to Update Financial Empowerment Center Curriculum

Sign Up for Our Upcoming Programs E-mail List: *http://tinyurl.com/nsvfepemails*
Financial Education Website – http://warren.ext.vt.edu/programs/nsvfep.html
Facebook Page – https://www.facebook.com/nsvfinancialeducation
LinkedIn – www.linkedin.com/in/karenlynnpoff

4-H Youth Development
Stacy Swain, 4-H Youth Development Program Educator
540/635-4549; hstacy@vt.edu
Warren County

Programs: October 1 to December 31, 2021

Programs, Trainings & Meetings

- State Fair of Virginia Youth Livestock Shows- 5 members exhibited livestock at the State Fair.
- 4-H Online 2.0 Trainings and Enrollments for the 2021-2022 4-H Year- Participated in trainings and assisted families with their 4-H enrollments for the new year.
- National 4-H Week promotions and member spotlights
- NOVA 4-H Camp Programming Committee- I serve on the committee to help develop programming needs and ides for the 4-H camps held at the NOVA 4-H Center.
- Warren County Jack-O-Lantern Jubilee- participated in this community event to help promote our 4-H programs.
- Warren County 4-H Annual Achievement Banquet- I organized the in-person event, ordered awards, developed the script and attended the event. 50 individuals and guests attended this program.
- I judged 4-H project books for Shenandoah County for their Achievement Banquet.
- 4-H Club Officer Training- presented the officer training for the club officers for the new 4-H year.
- Organized the Hay Bale decorations for the 4-H clubs to participate in this contest sponsored by Farm Bureau.
- Promoted National Fire Prevention Week and hosted a coloring contest for local youth.
- Organized two wear pink days, Stronger Together- No one Fights Alone, for 4-H members and their families to show support and encouragement for a co-worker for Breast Cancer Awareness in October.
- Organized a Pumpkin Carving and Summer Photo contest for members and their families.
- Promoted "An Evening with Casper" program hosted by the NOVA 4-H Teen Leadership Council.
- Worked to develop a new Warren County 4-H Site to provide membership information and resources for current and new members and the community.
- I was selected for the Agriculture in the Classroom (AIC) Ambassador program, and have participated in the trainings and meetings.
- I recorded a session for the Valley Today Radio program that aired on December 17th to discuss our local program and what we can offer to the youth and families in the community.
- Warren County 4-H Food Drive- organized, sorted and delivered items to CCAP.
- Thanksgiving Activity Kits- Offered these free kits to the community. 50 families for a total of 75 kits participated in this program.
- Salvation Army Bell Ringing- assisted in recruiting volunteers and scheduling families to ring the bells. Families rang the bells for 12 hours raising $782.80
- Adapt a Family during the holiday- organized, shopped, sorted and delivered gifts for the family. Club members and the VLA donated over $450.00 for this annual community service project.
- Organized and participated in the 4-H Holiday Celebration for members and their families. 24 individuals participated in this fun evening that ended with a special visit from Santa.
- Promoted and participated in the Homemade Holidays program that was offered through the National Association of Extension 4-H Youth Development Professionals (NAE4-HYDP).
- Organized the Beef Weigh-in for the 2022 Warren County Fair Beef project animals.
- VCE Northern District Fall Conference
- Northern District 4-H Agents Meeting
- VCE- Ask Ed & Ray Updates
- VCE First Fridays Professional Development Workshops
- 4-H Club Meetings- setup Zoom meetings and assist with information during the meetings

- Warren County 4-H Volunteer Leaders' Association (VLA) meetings
- Reviewed information and updates for the upcoming Civil Rights audit.
- Continued to manage the 4-H Facebook pages and groups.
- Decorated our office door and inside for the holidays with the assistance of my family.

2021 Warren County 4-H Program Summary
January 2021 to December 2021

- Warren County 4-H Program had 66 youth enrolled in club membership. There were four community clubs in the county with 28 adults enrolled as volunteers assisting with those clubs and activities.
- 31 Youth from the Northern District participated in the Clarke-Warren 4-H Winter Fest 2021; a camp in a box that concluded with a virtual campfire.
- 26 youth and adults participated in the Virtual 4-H Day at the Capitol
- 156 youth participated in the Clarke-Warren-Frederick-Page (CWFP) 4-H Camp at the Northern Virginia 4-H Center (NOVA), and 46% of those youth were from Warren County.
- 20 youth participated in the Summer Fun in the Sun 4-H Day Camp held at the NOVA 4-H Center.
- In November a free Thanksgiving Activity Kit was offered to youth in the community. Fifty families for a total of 75 kits participated in this program.
- 23 youth are involved in the program through a partnership Teen Cuisine program with Warren County Middle School Family and Consumer Sciences teacher.
- 22 youth exhibited animals during the in-person 4-H Livestock Shows and Sale, and 43 animals were sold for a grand total over $74,600.
- 22 Warren County youth received their YQCA Certification and 27 youth from across Virginia attended the training held in Warren County.
- 5 members competed at the State Fair of Virginia Youth Livestock Shows. Members also participated in various other district and regional livestock shows.
- 20 members competed in the Skyline Stockmen's Contest; a local contest that provides an opportunity to compete before participating in the state level contest. In 2021 146 youth from all over Virginia and West Virginia participated in this contest that was offered through a virtual platform due to COVID-19.
- 20 4-H members participated in the County Contests in March. These youth participated in either public speaking, presentations, photography, share-the-fun or fashion revue contest. Some youth participated in multiple contests, and 55% of the participants received a blue ribbon.
- 10 youth competed at the Northern District Shooting Sports competition and eight competed at the state level. One Warren County 4-H member received the honor of being selected for the Virginia Archery team with the opportunity to compete at the National Competition in 2022. Another member received second place overall for Virginia 4-H in Junior Instinctive Archery.
- 2 members competed at the Virginia State 4-H Horse Show receiving Reserve Champion overall pleasure horse, Reserve Champion Junior Gaited Showmanship, and multiple first and second placings within their individual classes. One member competed at Southern Regionals and placed 8th overall out of 110 youth in Hunter Under Saddle.
- 26 members completed 49 projects with 71% of them receiving blue ribbons for their projects.
- Youth and adults in the program volunteered in the community for over 100 hours of community service.
- 50 members and special guests attended the annual 4-H Achievement Banquet.
- Members and their families rang the bells for Salvation Army for 12 hours raising $782.80.
- The 4-H clubs and the Warren County Volunteer Leaders' Association (VLA) donated $450.00 towards our annual holiday adopt a family program.

Agriculture & Natural Resources: Horticulture
Mark Sutphin, Extension Agent
540/665-5699; mark.sutphin@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties

Programs: October 1 to December 31, 2021

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah, and Warren):

- Invasive Species Education, Outreach, and Management for Spotted Lanternfly (SLF)
  - Assisting with volunteer banding and early detection project
  - Spoke to 18 audiences (403 individuals) regarding spotted lanternfly
  - Hosted 12 Virginia Department of Forestry and North Carolina foresters for a one-day SLF tour and training in Winchester, VA
  - Responded to 241 reports of spotted lanternfly via in-person, email, phone, postage mail, and Facebook. These location reports were entered into Survey 123 for mapping purposes and coordination with Virginia Department of Agriculture and Consumer Services and the United States Department of Agriculture SLF field teams conducting management activities in Winchester, Frederick County, and Clarke County
  - Assisted researchers and graduate student in two research trials
  - Initiated discussions and helped coordinate 2022 SLF planning and state priorities with VDACS, VDOF, VCE, and other key partners state-wide.
- Assisted with coordination of commercial fruit and vegetable production programs to help ensure the regional food supply as well as maintain viable farm enterprises
  - Assisted with tree fruit, Christmas tree, and invasive species displays at the Sunbelt Expo in Moultrie, GA. Spoke with over 185 direct contacts regarding invasive species and the Virginia tree fruit industry.
- Ensuring Safe Drinking Water through the Virginia Household Water Quality Program
  - 212 households tested 248 wells and private water supplies for 14 parameters through the five Virginia Household Water Quality Program events that were offered in Clarke, Frederick, Page, Shenandoah, and Warren.
- Pesticide Safety Education
  - 118 participants from the Northern Shenandoah Valley received pest management training and recertification by attending one of nine Private Pesticide Workshops; two each held in Frederick and Page, three in Shenandoah, one virtually, and one hard copy.
- Supervised and advised Northern Shenandoah Valley Master Gardener volunteers to provide community with best management practices for residential horticulture activities along with appropriate pest identification to reduce misuse and overuse of pesticides and fertilizers
  - 170 Virginia Cooperative Extension volunteers serve as Master Gardeners and interns in the Northern Shenandoah Valley and offer outreach to our communities by offering educational programs teaching horticultural and environmentally sound practices
  - In 2021, Extension Master Gardener volunteers contributed 13,739 volunteer hours and reached 459,028 individuals as educational contacts
  - Master Gardener volunteers responded to requests from local home and property owners requesting diagnostic and technical recommendations relating to:
    - Insect identification and control
    - Plant identification

- Ornamental Disease control

Client Contacts/Farm Visits (additional to programs previously mentioned)

- 50 Plant & Plant Products Contacts (excluding social media)

Media

- Co-maintain five Facebook pages: Virginia Tech Tree Fruit Extension and Outreach – 31,542 educational contacts reached in 2021 (https://www.facebook.com/VtechPomology/); VCE Northern Shenandoah Valley Agriculture and Natural Resources – 369,194 educational contacts reached in 2021 (https://www.facebook.com/VCE-Northern-Shenandoah-Valley-Agriculture-and-Natural-Resources-183932085102951/); VCE-Clarke County – 2,980 educational contacts reached in 2021 (https://www.facebook.com/VCEClarke/); Strasburg Community Garden – 48,642 educational contacts reached in 2021 (https://www.facebook.com/strasburgcommunitygarden/); and Young Grower Alliance of Virginia – 17,171 educational contacts reached in 2021 (https://www.facebook.com/virginiayga/)
- Extension Master Gardener Volunteers manage the following: Northern Shenandoah Valley Master Gardener Association Facebook page (https://www.facebook.com/NSVMGA) and website (http://nsvmga.org/).
- Extension Master Gardener Volunteers were interviewed for Virginia Master Gardener program news feature: "Volunteer Programs & Coordinator Honored"
- Interviewed by 95.3 The River for The Valley Today – October 9, 2021 NSV Master Gardener Class of 2022: https://theriver953.com/podcast/nsv-master-gardeners-class-of-2022/
- Interviewed by WMRA News – October 7, 2021: Spotted Lanternflies Have Invaded Winchester
- Extension Master Gardener Volunteers were interviewed by The Winchester Star; Food, music and gardening workshops on tap at FallFest; October 8, 2021
- Extension Master Gardener Volunteers were interviewed by The Northern Virginia Daily; Master Gardeners host fall festival, October 10, 2021
- Interviewed by 95.3 The River Newsmakers – October 11, 2021 Puss Caterpillars
- Interviewed by VPM|PBS October 13, 2021 for a segment of UNTAMED
- Extension Master Gardener Volunteers were interviewed by The Northern Virginia Daily; Master Gardener program honored during conference; October 27, 2021
- Photos supplied and interviewed by www.pegplant.com blog: Wanted Dead or Alive: Spotted Lanternfly, November 4, 2021
- Virginia Cooperative Extension Master Gardener Volunteer produced the Northern Shenandoah Valley Master Gardener Association Quarterly Newsletter: http://nsvmga.org/newsletter/

Professional Development

- 97th Annual Cumberland-Shenandoah Fruit Workers Conference (3-days), Zoom
- VCE - Northern District Fall Conference (1-day), Weyers Cave, VA
- VCE – Unit Coordinator Training (3-day), Charlottesville, VA
- VCE – Northern District ANR Agent Meeting (1-day), Madison, VA

Other Activities

- Serve as VCE-Frederick County Unit Coordinator
- Coordinate the VCE-Frederick Extension Leadership Council
- Serve on the state VCE Master Gardener College Planning Team
- Serve on the VT Foundation – J. Fred Thwaite Frederick 4-H Account Committee
- Serve as Educational Advisor to the Shenandoah Valley Nursery & Greenhouse Association
- Serve as Extension Representative to the Frederick County Fruit Growers Association

- Serve as Educational Advisor to the Virginia Young Grower Alliance
- Serve on the Alson H. Smith, Jr., AREC Strategic Planning Working Group & ELC
- Serve on the Frederick County Public Schools Ag Advisory Committee
- Serve on the Alson H. Smith, Jr., AREC Entomology/Director Interview Committee
- Serve on the USDA Appalachian Fruit Research Station Focus Group
- Participate in County of Frederick Planning and Zoning Agricultural District Advisory Committee meetings
- Frederick County Public Schools 101 – Community Engagement Course
- Member of Beekeepers of Northern Shenandoah
- Member of Virginia State Horticultural Society
- Member of VCE Emerging Pests and Pest Management Program Team
- Member of Epsilon Sigma Phi
- Member of Virginia Extension Service Association
    - Legislative Committee member – messaging and outreach
- Northern District Junior Director of Virginia Association of Agriculture Extension Agents
- Member of National Association of County Agriculture Agents
- Compiling ten years of serving the Northern Shenandoah Valley as an Extension Agent for Senior Agent Promotion Package and Dossier

Agriculture & Natural Resources: Crop & Soil Science
Robert Clark, Senior Extension Agent
540/459-6140; raclark@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties

Programs: October 1 to December 31, 2021

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah and Warren):

- Assisted with planting the Virginia State Wheat Variety Test Plots on a farm in Shenandoah County.
- Assisted with completing the Household Water Quality Testing Program in the five-county area. 212 people tested their drinking water during the clinic this year.
- Worked with Mark Sutphin to provide technical support for an entrepreneur who is seeking a grant to install a small food processing system for locally grown vegetables.
- Completed corn and soybean yield checks for four farmers for the National Corn Growers Yield Contest and the Virginia Soybean Association Yield Contest.
- Completed maintenance work for the Pesticide Container Recycling Program at the Page County Landfill.
- There was a significant outbreak of Fall Army Worm this fall. Therefore, I did significant work to inform farmers and farm supply stores about this issue. Also, I presented information about Fall Army Worm at all of the Private Pesticide Applicator Recertification Training sessions.
- Attended a three-day Virginia Cooperative Extension Unit Coordinator Training in Charlottesville.
- Participated in the Mid-Atlantic Crop School that was held on-line. I completed 12 training sessions during these classes.

- Completed Private Pesticide Applicator Recertification Trainings in the five-county area. This included seven in-person classes, one on-line class, and several mail-in recertifications. 110 farmers received full recertification credit through these events.
- Animal Mortality Management:
  - Participated in two planning meetings for in-person meeting of the Seventh Annual International Animal Mortality Disposal Symposium.
- Improving Farm Profitability through Grazing Management (Graze 300):
  - Held a Twilight Tour with the Chesapeake Bay Foundation and the Virginia Forage and Grassland Council at Wayne Snapp's farm. There were 18 in attendance.
  - I worked with four farmers who have routinely baled hay in late September/early October. These four farmers decided to try strip grazing their fields instead of haying. Collectively, these four farmers will have grazed the equivalent of grazing 50 mature cows for 100 days.
  - Assisted with teaching three in-person meetings for the training series titled Graze 300 VA for professionals. Meetings were held at Virginia Tech Research Farms in Steeles Tavern, Middleburg, and Blackstone. There were 36 participants in these meetings.
  - Made 20 visits to farmers who are implementing managed grazing.
  - Advertised the Graze 300 VA Survey being implemented by the Virginia Tech Sociology Department. This survey is designed to reveal barriers to farmers adopting management that extends their grazing season. As of December, over 300 farmers have completed this survey statewide.
- Slug Management in No-Till:
  - Presented information on slug management at all of the private pesticide applicator recertification trainings.
- Virginia Extension Agronomy and Horticulture Program Team:
  - Co-Chairs Laurie Fox, Cyndi Wyskiewicz, and myself completed the Plan-of Work for the Agronomy and Horticulture Program Team.

Media

- Two posts to the Graze 300 Virginia Facebook page reaching 364 people.
- Three posts to the VCE Northern Shenandoah Valley Facebook page reaching 532 people.
- Eight group e-mails to area farmers and agribusinesses (322 people on e-mail list).

Other Activities

- Coordinated one meeting of the Shenandoah County Extension Leadership Council.
- Worked with the Shenandoah County ELC to complete the Shenandoah County Extension Leadership Council Showcase at Muse Vineyard. There were about 25 people in attendance.

Agriculture & Natural Resources: Livestock
Elizabeth Mullins, Associate Extension Agent
540/778-5794; elizam3@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties

Virginia Cooperative Extension
Virginia Tech • Virginia State University

Programs: October 1 to December 31, 2021

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah and Warren):

- New Christmas Tree Grower Workshop
  - This hands-on workshop discussed getting started with Christmas tree production, including seedling selection, planting techniques, farm layout, and shearing. We also discussed applying pesticides and herbicides safely. Participants in this workshop came from across the state, including some from Fredrick County and the greater Winchester area.

- Chicken Showmanship Workshop
  - I led a workshop for Bath-Highland 4-H Poultry Chain participants in which they learned proper poultry showmanship and how to safely handle their chickens. I also served as the judge of their poultry show a few weeks later.
- Virginia Cattle Wise (Women Increasing Skills and Education)
  - Forty-seven women from 16 counties participated in this statewide field day. The program focused on giving women the opportunity to gain cattle handling, chute side skills, tractor driving, trailer backing, and calving troubleshooting skills. This event was part of a larger effort to address the needs of underserved farmers.
- After-School Program at Page Middle School
  - Through a partnership with 4-H and SNAP-Ed I have provided agriculture and natural resources related activities during Page Middle's After-school Program. This semester I implemented the "Soil Your Undies" program. This program is primarily about soil health, ecosystems, and biological diversity. During the activity students are asked to bury men's cotton briefs in the soil. Students use scientific inquiry to write a hypothesis regarding the outcome of the underwear. The underwear is unearthed after eight weeks, the results are discussed, and students are asked to design a repeat experiment.
- Northern Shenandoah Valley Household Water Quality Program
  - Collaborated with other ANR and FCS agents in the planning district to plan this year's water testing program. I distributed 36 water testing kits in Page County and hosted an in-person results meeting with Karen Poff at the LFCC Luray-Page County Center. This meeting was open to all participants in the planning district.
- Food for America at Page High School
  - This educational program focused on improving the agricultural literacy of fourth grade students and was hosted by the Page High School FFA Chapter. My station taught students about plant life cycles by creating pumpkin life cycle models.
- Beef Nutrition Workshop
  - Led a workshop on beef cattle nutrition for Page County 4-H Livestock Club.
- Private Pesticide Recertification Courses
  - Gave a livestock pest update on the Asian Longhorn Tick at both the Shenandoah and Page County Recertification Courses.

Other Activities

- Serve on the Page County Community Garden Planning Committee
- Guest Speaker at Page County Farm Bureau Annual Membership Dinner

- Keynote Speaker at Page Farmer's Association Annual Membership Dinner
- 11 Farm Visits
- 499 Educational Contacts
- Volunteered at the State Fair 4-H Livestock Skill-a-Thon Contest

Professional Development

- Attended "All Things Fescue" a train the trainer event hosted by the Alliance for Grassland Renewal
- Completed Professional Development Institute
- Attended the Northern District ANR Agent Retreat in Madison, VA
- Became Mental Health First Aid Certified
- Became a Certified Private Pesticide Applicator
- Attended Statewide Unit Coordinator Training
- Attended the Graze 300 Workshop at Shenandoah Valley AREC

Family & Consumer Sciences: Food, Nutrition, and Health
Vanessa Santiago, Associate Extension Agent
540/665-5699; vsantiago@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties

Programs: October 1 to December 31, 2021

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah and Warren):

Nutrition, Health, and Food Safety Related Programs

- Developed and distributed monthly state-wide newsletter *Buzz, Body & Bites* targeting older adults with two other colleagues; content includes current news and trends related to nutrition and wellness, a recipe, an exercise, and a puzzle. It is distributed by e-mail and mail.
- Leading and facilitating Northern Shenandoah Valley Diabetes Prevention Program group of 12 participants. Educating participants using CDC curriculum on preventing Type 2 Diabetes through physical activity and healthy eating.
- Recruitment and intake interviews for new Diabetes Prevention Program cohort, serving counties across Virginia
- Free Market Fridays in Page County (Stanley and Luray) providing residents fresh produce from community garden and providing nutrition educational materials
- Planning, advertising, and registering participants for the Drinking Water Clinics in Clarke, Frederick, Page, Shenandoah, and Warren Counties
- Preparations, including meetings and site visits, for cooking demonstration at Richard's Farm Fall Fest in partnership with Master Gardeners
- Delivered ServSafe manager course presentation for handwashing chapter in collaboration with Rockingham County FCS agent
- Hosted booth at Winchester's Our Health Healthy Living event providing nutrition educational materials to participants
- Delivered nutritional webinar on healthy living in partnership with Clarke County Parks & Recreation
- Judged monthly 4-H food art contests across three levels
- Judged Youth & Adults Food Categories at Frederick County Fair
- Responded to inquiries from the public in regard to food safety and food preservation
- Provided regular nutrition education content on Virginia Cooperative Extension N. Shenandoah Valley Nutrition Programs Facebook page

Professional Development

- Awarded Virginia Cooperative Extension Northern District Emerging Impact Award in Recognition of Excellence in Program impact in the 2020 Diabetes Education Program to Prevent Type 2 Diabetes
- Attended Walk with a Doc event in Winchester, event partnered with Valley Health
- Attended Shenandoah County & Frederick County Executive Leadership Council Meetings
- Interviewed by Valley Today radio station to educate and advertise upcoming water clinic event
- Serving in leadership role as Secretary for the VCE Food, Nutrition, and Health Program Team
- Serving as mentor for two Extension Agents implementing Diabetes Prevention Program in their county
- Attended the following webinars and conferences:
  - Weekly Community COVID Update meeting
  - VCE Balancing Life Series
  - Effecting Behavior Change in the Online Setting

Family & Consumer Sciences: SNAP-ED
Molly Beardslee, Extension Agent
540/778-5794; mollykb@vt.edu
Serving Frederick, Clarke, Shenandoah, Page, and Warren Counties

Programs: October 1 to December 31, 2021

Activities related to all five counties in the Northern Shenandoah Valley (Clarke, Frederick, Page, Shenandoah and Warren):

Nutrition Education & Training

In this issue:

- VCE's FNP
- Programming
- Contact Information
- Available Curricula

Virginia Cooperative Extension's Family Nutrition Program

SNAP-Ed Extension Agents recruit and train volunteers to deliver nutrition and physical activity programs to low-income populations. We also assist with community/school Policy, System, and Environmental (PSE) Changes. Program Assistants provide direct education to youth and adults. We work in schools, community centers, afterschool programs, and other settings as needed.

For more information about our programs and how to become a partner, please contact:

Programming

Page: A community garden was started at the Rural Health Clinic in Stanley by PACA and Valley Health. In March, a second location was built in Luray at the Page Memorial Hospital. To increase community buy-in and knowledge of the garden, I conducted a "Garden Dish" nutrition education and food demonstration at Luray Elementary School and Page County Middle School 21st Century Community Learning Center parent nights. We prepared an apple cheddar salad that was well received!

A mini-grant was awarded for Movement Clubs at the after-school programs at Luray Elementary and Page County Middle School.

At the Page Middle 21st Century Community Learning Center, four lessons of Choose Health: Food, Fun, and Fitness were taught to 6th-8th graders participating in the after-school program. They learned about MyPlate, the importance of drinking water, and how to read food labels.

At Luray Elementary School 21st Century Community Learning Center one lesson on yoga like movements was conducted with 2nd-5th graders.

Shenandoah: At Jon Henry General Store, as part of our Shop Smart, Eat Smart program, point of sale prompts on healthy items and posters in the store has the potential to reach 2,146 people. In November, I shared tips on how to use squash on Facebook Live; and in December, a food demonstration video for crustless pumpkin pie, fresh cranberry sauce, and cauliflower mashed "potatoes" were shared on Facebook as well.

Warren: Attended Warren Coalition WAHOO (Working to Affect Healthy Opportunities and Outcomes) meeting on December 1st.

Warren Department of Social Services

Annual Report to the Warren County Board of Supervisors

2/1/22

Eligibility Programs/Clients Served

Clients Served by State Fiscal Year	SNAP	TANF	Medicaid	Total
SFY2018	5,588	398	7,649	8,899
SFY2019	5,293	431	8,602	9,391
SFY2020	5,105	370	9,627	10,220
SFY2021	5,370	295	10,091	10,643

Source: Client Cross Program Locality Yearly Analysis, Unduplicated annual count within locality, Virginia Case Management System

Clients Served/Total Population

Residents who received SNAP, TANF or Medicaid in SFY 2021

10,643

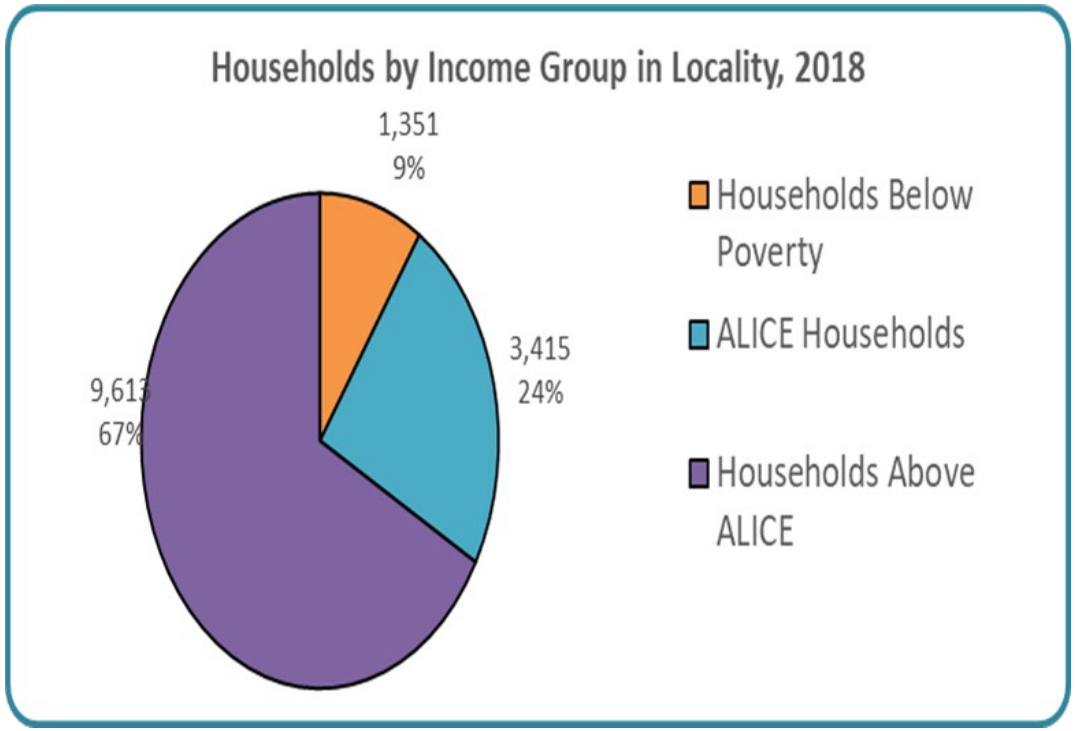
Source – Client Cross Program Yearly Analysis (Unduplicated Clients)

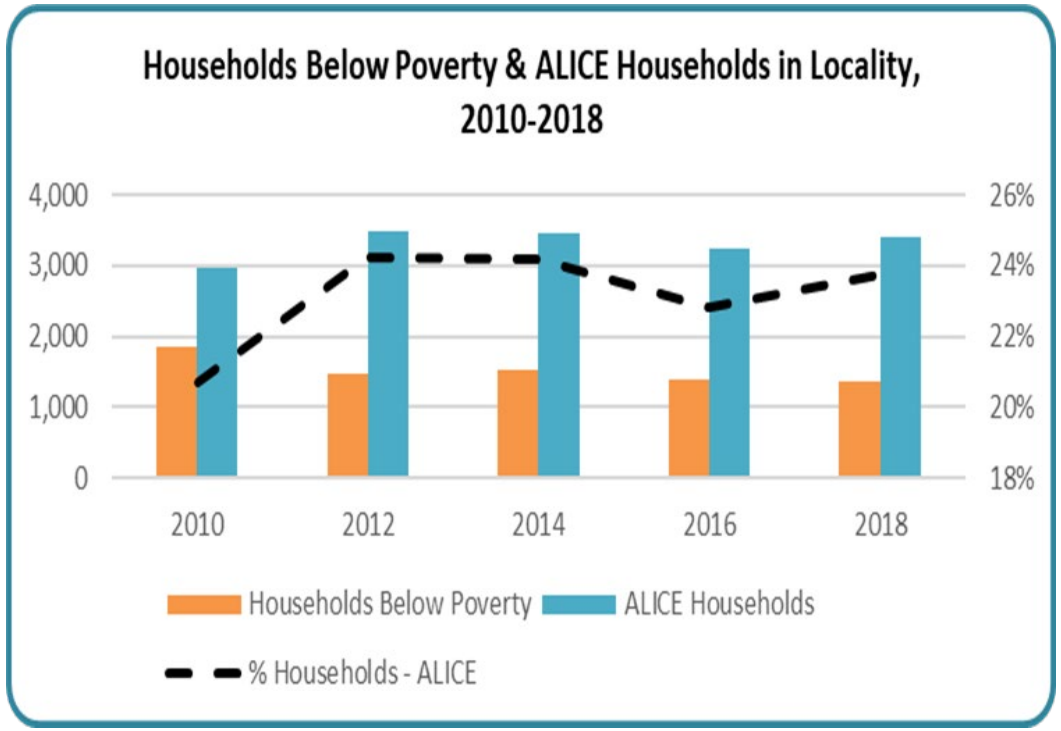
Total Population of Warren County SFY 21

40,727

https://www.census.gov/quickfacts/fact/table/warrencountyvirginia/PST045221

ALICE in Warren County SFY21





Source: United Way, ALICE Project, 2020 ALICE Report - Virginia. "ALICE" (Asset Limited, Income Constrained, Employed) represent working family households that are struggling to meet basic living needs.

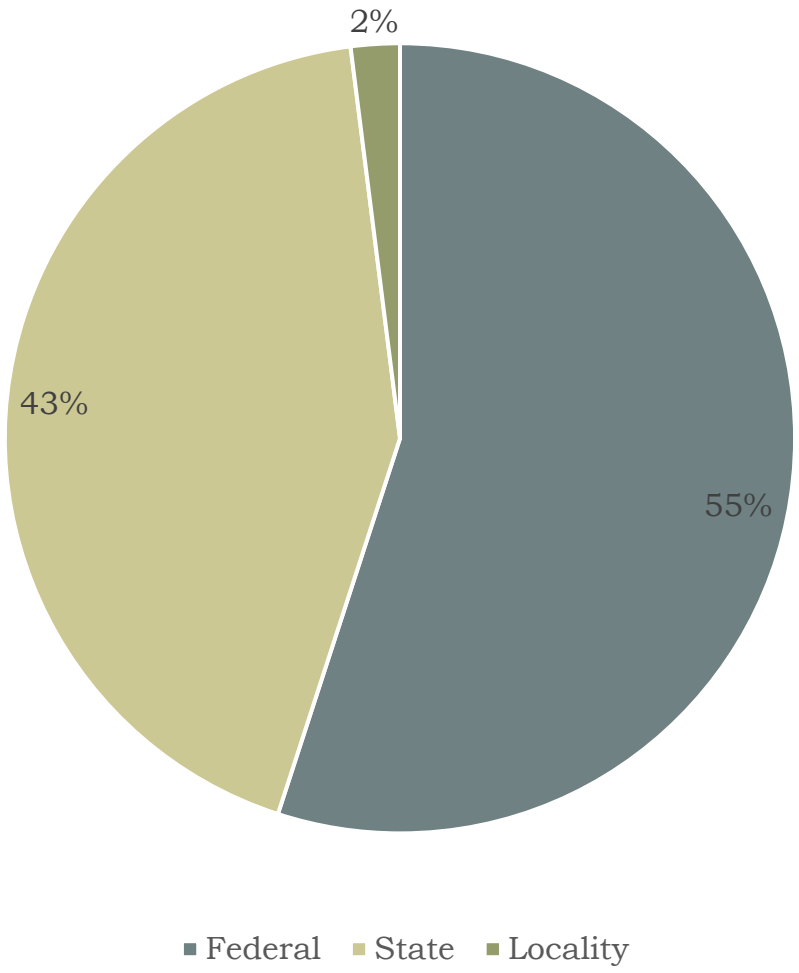
Family Services Clients Served SFY21

Family Services Clients	Total Recipients
Children in foster care (as of 9/30/2021)	17
Children exited to adoption (FFY 2021)	6

Child Protective Services (CPS)	Total Children
Children in CPS referrals (SFY 2021)	899

Adult Protective Services (SFY 2021)	Total Adults
Adults (in APS reports)	186

Total Spending Percentage on Social Services By Funding Source SFY21



Social Services Spending SFY21

Total Dollars Spent on Social Services in Warren County SFY21

$83,552,331

Total Dollars Spent on Social Services in Warren County by Locality SFY21

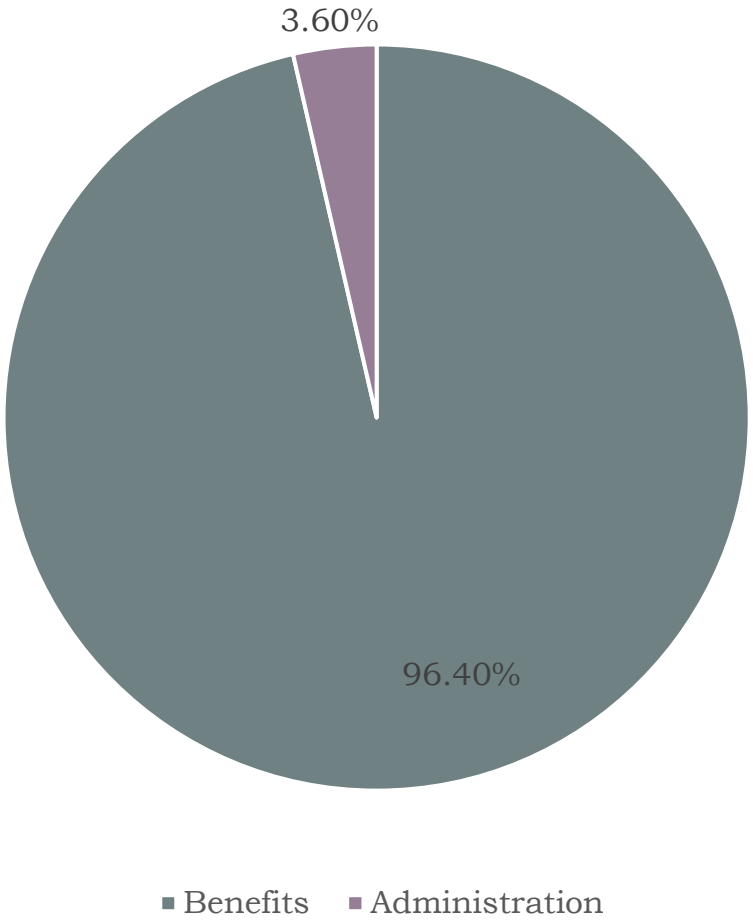
$1,770,644

Source: LASER, Statewide Summary. Costs rounded to whole dollars.

Social Services Spending SFY21	Federal	State	Local
Medicaid	$34,402,591	$33,149,973	$37,957
SNAP	$8,991,041	N/A	N/A
TANF	$114,616	$186,615	N/A
Energy Assistance	$301,229	N/A	N/A
Foster Care/Adoption	$463,520	$512,558	N/A
CSA	$0	$1,184,322	$739,207
Child Care	$286,718	$66,353	N/A

Source: LASER, Statewide Summary. Costs rounded to whole dollars.

Social Services Spending in Locality SFY21



At a regular meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on December 14, 2021 at 9:00 AM.

Present: Cheryl L. Cullers, Chair (South River District); Archie A. Fox, Vice Chairman (Fork District); Tony F. Carter (Happy Creek 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; Mike Berry, Public Works Director; James Bonzano, Chief of Fire and Rescue Services; Michael Coffelt, Sanitary District Manager; Todd Jones, Director of Technology; Jon Martz, Director of Social Services; Jane Meadows, Human Resources Director; Joe Petty, Planning Director; Alisa Scott, Deputy Finance Director; Jamie Spiker, Treasurer; Sherry Sours, Commissioner of the Revenue; Robin Richardson, Assistant Director of Parks and Recreation; and Emily Ciarrocchi, Deputy Clerk of the Board

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

Adoption of Agenda – Additions or Deletions

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

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

Special Presentation by E. Wilson Morrison Elementary School 5th Grade Chorus

The 5th grade chorus from E. Wilson Morrison Elementary School, under the direction of Thomas Hassett, performed a selection of holiday songs for the Board and the public.

Report – Virginia Department of Transportation (VDOT) – Ed Carter

Matt Smith, Assistant Resident Engineer with the Virginia Department of Transportation (VDOT), presented Ed Carter's monthly report to the Board:

Maintenance:

- 140 bags of trash picked up by RSW Regional Jail off Dismal Hollow Road
- 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

DRAFT

- 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

Other Issues:

- 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

Mrs. Oates asked when the Rockland Road railroad crossing flyover project was expected to begin, as she has lots of constituents asking specifically about access to the church at that intersection. Mr. Smith did not want to speculate and could report back when he had a definitive answer.

Adoption of Resolutions re: Special Recognition of Student Athletes

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors adopted the proposed resolutions honoring Ava Bordner and Kaley Tanner:

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF WARREN COUNTY IN SPECIAL RECOGNITION OF AVA BORDNER

WHEREAS, Ava Bordner is a resident of Warren County and a Junior at Skyline High School, and

WHEREAS, Ava Bordner is a member of the Girls Cross Country Team, and

WHEREAS, Ava Bordner led the Skyline Girls Cross Country Team with a First Place win in the Region 3B Cross Country Championship in Culpeper, and

WHEREAS, Ava Bordner led the Skyline Girls Cross Country Team with a First Place win in the Virginia Class 3 State Championship.

Now, therefore, be it resolved that the Warren County Board of Supervisors congratulates Ava Bordner on a championship season that has brought recognition to Skyline High School and Warren County.

RESOLUTION OF THE BOARD OF SUPERVISORS OF WARREN COUNTY IN SPECIAL RECOGNITION OF KALEY TANNER

WHEREAS, Kaley Tanner is a resident of Warren County and a Sophomore at Warren County High School, and

WHEREAS, Kaley Tanner is a member of the Girls Cross Country Team, and

WHEREAS, Kaley Tanner ran with the Warren County Girls Cross Country Team, achieving a Second Place finish in the Region 3B Cross Country Championship in Culpeper, and

WHEREAS, Kaley Tanner ran with the Warren County Girls Cross Country Team, also achieving a Second Place finish in the Virginia Class 3 State Championship, and

WHEREAS, the Warren County Girls Cross Country Team finished Second in the Virginia Class 3 State Championship.

Now, therefore, be it resolved that the Warren County Board of Supervisors congratulates Kaley Tanner on a championship season that has brought recognition to Warren County High School and Warren County.

Public Comment Period (60 Minute Time Limit)

Randolph Leach, Jr., 3164 Ashby Station Road, read a prepared statement to the Board of Supervisors requesting information on what steps would need to be taken to add Taliaferro Manor subdivision, Sections 1 and 2, to the list of designated areas in Warren County Code Section 177-3 where the shooting of firearms is prohibited as well as the list in Warren County Code Section 110-1 prohibiting hunting in designated areas. The Board directed him to provide contact information to Deputy Clerk Emily Ciarrocchi, who would send him documentation related to this request.

Matt Tederick, 21 Edgewood Street, recapitulated an article from the late November edition of The Warren Report in which two citizens, Kristen Nelson and Stevi Hubbard, reported on a clandestine operation between Town Planning Commission member Darryl Merchant and Board member Walt Mabe when Mr. Mabe was considering running for Mayor of the Town of Front Royal. Mr. Merchant and Mr. Mabe allegedly communicated via coded text messages and conspired to bypass Virginia Freedom of Information Act (FOIA) laws to leak a report from Town Attorney Doug Napier marked "Attorney-Client Privilege". Mr. Tederick asked why the Board of Supervisors was covering up for Mr. Mabe's indiscretions and wanted to know if the Board had asked for Mr. Mabe's resignation due to this shaming of his elected office. Mr. Tederick also said the reporters at the Royal Examiner knew about this conspiracy and covered it up instead of reporting on it to help hide Mr. Mabe's bad behavior. Mr. Tederick wondered where the outcry was from the Board that claims to desire transparency and accountability in government. He wants the Board to investigate this

matter and to discover the real reason Mr. Mabe withdrew his candidacy for Mayor. He wants the Board of Supervisors to lead for a change instead of talking about leading and to hold Mr. Mabe accountable for circumventing FOIA laws, putting his own political gain before the interests of his constituents, and embarrassing the community. Mr. Tederick said the Board would see him again in January, and he is not optimistic anything will be done regarding this disgrace.

There were no further presentations from the public.

Report – Cedar Creek and Belle Grove National Historical Park – Karen Beck-Herzog

Karen Beck-Herzog, Site Manager with the National Park Service, thanked the Board for allowing her to provide an update on activities as Cedar Creek and Belle Grove National Historical Park, which sees an average of 50,000 visitors per year. The Park has a good foundation of existing programs, and with the hiring of several new employees over the past year, the fresh perspectives should translate to new ideas and programs over the coming seasons. The Park recently received funding to convert the former agricultural field into a native meadow to support pollinators, and weekend interpretive talks at Belle Grove Plantation have been reinstated following a hiatus due to the Coronavirus pandemic. The Park and its partners are in the planning stages for visitor programs for next season. She concluded by thanking the Board for its renomination of Ms. Lee Myer to the Cedar Creek and Belle Grove National Historical Park Federal Advisory Commission.

Report – Department of Social Services – Jon Martz

Jon Martz, Director of Social Services, introduced the Department's new Assistant Director Christie Lawson, who was promoted from within the Department from her position as a Family Services Supervisor. He also reported the Department received a Community Development Block Grant update from the Western Virginia Continuum of Care that allowed the Department to provide temporary hotel/motel housing for individuals and families in need. In September, 13 families and 19 individuals were housed; in October, 14 families and 20 individuals were housed; in November, 18 families and 30 individuals were housed; and in December, 14 families and 27 individuals were housed. To-date, this grant funding has enabled the Department to pay for housing for 59 families and 96 individuals for 506 days.

Presentation – Warren County Redistricting Options – Joe Petty/Jason Ham

Jason Ham, Interim County Attorney, reported due to the State not providing localities with election precinct information in a timely manner, localities will be unable to finalize individual redistricting plans before the end-of-the-year deadline.

Mrs. Oates wondered if the options to be presented were premature due to the State not yet finalizing its redistricting plan. Mr. Ham said it would at least be worth seeing the

options and considering which would be best for the County and its citizens. Mrs. Oates asked if there was an extension given to the localities, and Mr. Ham replied there was not. The Virginia General Assembly should have provided an extension to localities but did not.

Joe Petty, Planning Director, said the 2020 Census reported that Warren County's population increased from 37,439 to 40,572 since 2010, 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 ±5%, which ranges from 7,708 to 8,502 persons. The following is a population table for the County's five election districts:

Election Districts (Includes Town)	Total District Population (2010 Census)	Total District Population (2020 Census)	Adjusted Population (2020 Census)	% Change [Adjusted]
Fork	7,193	7,796	7,842	9.02%
Happy Creek	8,318	7,670	7,685	-7.61%
North River	7,114	8,604	8,311	16.83%
Shenandoah	8,163	8,838	8,865	8.60%
South River	6,651	7,819	7,869	18.31%

In order to equalize population among the districts, the Planning Department, in consultation with Mr. Ham, has provided two options for redistricting.

- Option One: 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.

- Option Two: 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.

The proposed new areas for both Options One and Two would be added to the Linden Precinct. The distances between the Happy Creek and Linden polling locations are approximately five (5) miles each. Adding this new area to the Linden Precinct equals out the number of potential voters between these precincts. The Planning Department has everything ready for the Board to advertise for a public hearing, but they are waiting on the final redistricting plan from the State.

Reports – Board Members, County Administrator, Interim County Attorney

Mr. Carter reported the following:

- Thanked his family for their support over his last twenty-seven (27) years as an elected official; he also thanked the citizens who had the confidence to reelect him and County staff, both past and present, who have carried out the Board's policies and direction

Mr. Fox reported the following:

- Thanked the citizens of the Fork District, whom he has had the pleasure to serve for the past sixteen years as a member of the Board of Supervisors

Mr. Mabe reported the following:

- Thanked Mr. Fox and Mr. Carter for their many years of service

Mrs. Oates reported the following:

- Thanked Mr. Fox and Mr. Carter for their tenure on the Board of Supervisors and the work they have been involved in over the years
- Wished the community a Merry Christmas and Happy New Year

Mrs. Cullers reported the following:

- Thanked Mr. Fox and Mr. Carter for their service on the Board of Supervisors
- Attended a ribbon cutting ceremony for Arts and Clay on Main Street
- Rode in the Christmas parade with Fire Chief James Bonzano on December 4th
- Went to Blue Ridge Community College in Augusta County for a meeting on the regional broadband initiative and to receive Virginia Telecommunication Initiative (VATI) grant award, which was fully funded

Dr. Daley reported the following:

- There will be a series of agreements coming before the Board in the first quarter of 2022 for the broadband initiative
- The County will be having its annual Christmas luncheon on Thursday, December 16th from 12:00 PM – 2:00 PM at the Front Royal Fire Department, which will be catered by The Apple House
- VDOT has requested the County donate 1.5 acres of property associated with Rockland Park for the Rockland Road railroad crossing flyover road project; Taryn Logan, Deputy County Administrator, will have a presentation for the Board in early 2022

- The swearing-in ceremony for the newly elected officials on the Board of Supervisors and School Board will be on December 20th at 4:00 PM in Warren County Circuit Court

- Coronavirus Update – The Coronavirus still remains a significant health concern, given the emergence of the "Omicron" variant. With the County's 46.7% fully vaccinated rate, and a sustained "high" level of community transmission throughout most of the Commonwealth, everyone must maintain a commonsense approach to mitigating any future impacts the virus may bear upon the community. Citizens and employees who did not receive the vaccination can contact their Primary Care Manager, the Health Department, or most of the local pharmacies to receive the COVID-19 vaccination.

- Revenue Updates for November

Sales Tax		
2021	2020	Difference
$507,110.25	$432,960.69	$74,149.60 (17.13%)

Year-to-Date	
Meals Tax	$1,025,214.70
Lodging Tax	$296,599.18
Business License Tax	$1,092,689.89

- Shenandoah Valley Rail Trail – The original economic impact report was updated to include Front Royal. Read the full report here: https://shenandoahalliance.org/economic-impact-of-a-shenandoah-rail-trail/

- Development Review Committee – The Development Review Committee met on November 24, 2021 and discussed the following projects:

    - Outdoor Commercial Recreation Facility – 650 Water Plant Road
    - Cluster Housing Developments (47 lots) – Reliance Road
    - Campground (2)
    - Rural Events Facility (3)
    - Short-Term Tourist Rentals
    - Comprehensive Plan Review Underway
    - Sheetz Site Plan Review (Linden)
    - Proposed Warehouse Facility – Corner of Baugh Drive and Fairground Road
    - Enclosed Storage Facilities – Winchester Road (2), Winners Court
    - Equus Warehouse Facility – Winchester Road
    - McKay Springs – Corner of Winchester Road and Reliance Road
    - Interchange Phase II – Toray Drive
    - Contractor's Storage Yard – 6986 Winchester Road

  The Committee will meet again on January 26, 2022.

- Building Inspections Statistics for November

New Home Starts			
County	Town	Total	November 2020
8	3	11	22

Permits Issued		
2021	2020	Difference
203	207	-4 (-1.97%)

Inspections Completed		
2021	2020	Difference
865	1,133	-268 (-30.98%)

- Parks and Recreation
    - Current/Upcoming Programs and Activities:
        - Pictures with Santa –Pictures with Santa will be held on Sunday, December 19, 2021, from 9:30 AM - 11:30 AM at the Warren County Community Center.
        - Letters to Santa – Letters to Santa will be accepted from December 6, 2021 through December 15, 2021 and can be submitted electronically to twalker@warrencountyva.net or dropped off in Santa's Special Mailbox at the Community Center.
    - Park Facility Projects:
        - Community Shelter Project: Most recently, staff has completed post sets layout.
        - Story Walk Reading Project: A ribbon cutting ceremony has been scheduled for Wednesday, December 15th beginning at 3:30 PM
- Department of Social Services – In the month of November, DSS received:
    - 117 SNAP Applications
    - 141 Medicaid Applications
    - 15 TANF Applications
    - 7 Child Care Applications
    - 1,550 Phone calls
    - 1,091 Lobby clients

  On the services side, for the month of November, DSS received:
    - 59 CPS referrals
    - 23 APS referrals

  Services rendered:
    - Through the Community Development Block Grant motel voucher program. In November DSS assisted 19 people and spent $9,123

- DSS has used $632.81 from the Ministerial Fund
- Provided food to 21 individuals
- Provided $210 in gas cards

Job development:

- New client/referrals in November – 12
- Total clients – 37
- Clients actively participating in job search in November – 11
- Jobs offered/accepted – 3

- Department of Fire and Rescue Services

  - Staff continues to develop the Strategic Plan and Needs Assessment for the Department. A working copy of the document will be presented and discussed with the Fire Chiefs Advisory Staff and Board of Supervisors throughout the development phase.
  - The Department participated in the 2021 Camping for Hunger Program; special thanks to all staff who participated in the event to "Throw Hunger Under the Bus".
  - Staff completed a Boot Drive to Support the WCFR Christmas Families Program. Special Thanks to Dr. Daley and Supervisor Cullers for their help in this endeavor.
  - Staff continues to complete the Paramedic Advanced Life Support Training Program.
  - A second fire has occurred at the ESA Lane Training Center; the Town of Front Royal Police continues the investigation into the incident.
  - Captain Gerry Maiatico and Lieutenant Austin Cucciardo graduated the Virginia Fire Officer Academy and Virginia Chief Officer Academy.

- Rivermont Fire Station – The station is staffed 24/7 and is pending final warranty work and final approval from the Department of Environmental Quality (DEQ) in order to obtain the final certificate of occupancy.

- Commercial/Industrial Projects – Work continues on the following projects:

  - The new Warren Memorial Hospital maintains a Temporary Certificate of Occupancy (TCO) until Department of Environmental Quality (DEQ) provides their approval. MRI suite has been completed.
  - Equus Warehouse facility – The site work continues and building permits have been approved. Tilt-Up walls continue to go up as well as underground plumbing within the building.
  - Review for Erosion and Sediment Control (ESC) for storage facilities on Route 340/522 has begun and DEQ is reviewing concurrently. No building plans have been submitted as of yet but are anticipated shortly.

During the County Attorney report, Mr. Ham recommended the Board add a clause to the motion for the approval of the Consent Agenda to include, "…the County Administrator

is authorized to execute all Consent Agenda agreements with such changes as may be authorized by the County Administrator and which are not financially substantive".

Mr. Ham also expressed his enjoyment working with Mr. Carter and Mr. Fox and wished both of them the best of luck in their future endeavors.

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 December 2021:

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

APPROPRIATIONS

Skyline Training Academy	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

TRANSFERS

Planning and Zoning	Litter Control Grant - FR/WC Anti-Litter Council	$17,764
Public Works	Reimbursement of DOAV Grant Projects # MT0019-60 for AWOS Wind Sensor Repair	$2,756
Parks and Recreation	Cover Expenses for GROW Scholarship and Fee Waiver	$77
Fire and Rescue	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 Board of Supervisors. 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

Approval of Accounts

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

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

Approval of Minutes

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the minutes of its regular meeting of November 18, 2021 as presented:

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

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. Removed for further discussion
6. Authorization to Publish the Delay of FY 2020-2021 Audit Completion Press Release to the County Website – Matt Robertson
7. Removed for further discussion
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)

Mr. Mabe requested the removal of item 7, and Mrs. Oates requested the removal of item 5 for further discussion.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the Consent Agenda as amended with the removal of items 5 and 7 for further discussion and that the County Administrator be authorized to execute all Consent Agenda agreements with such changes as may be authorized by the County Administrator and which are not financially substantive:

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

Warren County Public Schools Request to Transfer $63,650 from Contingency Reserves to Instruction for the FY 2021-2022 Budget – Dr. Chris Ballenger

Mr. Mabe pulled this item because he would like to hear a more in-depth explanation for the use of these funds. Dr. Daley said Rob Ballentine, Finance Director for Warren County Public Schools, was requested to be at this meeting but was unable to attend.

On a motion by Mr. Mabe, seconded by Mr. Fox, and by the following vote, the Board of Supervisors postponed discussion and consideration of this item to the January 4, 2022 agenda:

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

Approval of UKG (Ultimate Kronos Group) as a Total Human Resources Information System (HRIS) Solution – Jane Meadows

Mrs. Oates pulled this item because she wanted to be sure this solution integrates with what is planned for the upgrades to the financial systems. Jane Meadows, Human Resources Director, replied this system would be completely separate from the financial systems and would operate independently. Todd Jones, Director of Technology, noted integration between the two systems may be possible through UKG with minimal (if any) fees, if the Board desires to integrate the systems.

Mrs. Cullers asked if there was a timeframe for bimonthly payments for County staff, and Ms. Meadows responded bimonthly payments should be achieved by the end of March.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted the Ultimate Kronos Group total software as a service (SaaS):

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

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

Dr. Daley stated Governor Northam recently announced the expansion of Nature's Touch's operations in Warren County, and the Commonwealth of Virginia is providing incentives for this expansion. At this time, the County is interested in providing similar incentives, including the rebate of a portion of taxes paid as described in the proposed Agreement. This Agreement has similar terms to other Incentive Agreements the County has done in the past.

On a motion by Mrs. Oates, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the proposed Incentive Grant Agreement with such changes as may be authorized by the County Administrator in collaboration with the County Attorney:

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

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

Lisa Salomon, Grants and Special Projects Coordinator, reported the 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 the area after COVID-19. She presented a proposed plan that has been developed for use of this funding that would further enhance the visitor product, align with the Virginia Tourism Corporation's existing campaigns, and leverage regional collaboration. Additionally, the Joint Tourism Committee's recommendations for the ARPA funds would stimulate new event development and enhance destination services in addition to reaching new target audiences and bringing influencers in for familiarization trips and feature opportunities.

- Visitor Event Development and Sponsorship Strategy (Town and County event locations) - $50,000
- Experiential/Product Development and Visitor Center Upgrades - $50,000
- Familiarization Trips and Influencer Program - $30,000
- Marketing Program Media Placements for "Come for Adventure, Stay for the Stars" 2022 Campaign - $40,000

This plan must be submitted prior to December 31, 2021 and can be amended as determined by the Board of Supervisors.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the American Rescue Plan Act (ARPA) Tourism Recovery Program Plan Proposal with such changes as may be authorized by the County Administrator in collaboration with Discover Front Royal and the Tourism Committee:

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

Closed Session – 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 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:

Fox, Aye; Mabe, Aye; Cullers, Aye; Oates, Aye; Carter, No

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 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:

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

There were no motions to come out of this closed session.

Adjournment

Mrs. Cullers adjourned the meeting at 11:56 AM.

At a regular meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on January 4, 2022 at 9:00 AM.

Present: Cheryl L. Cullers, Chair (South River District); Delores R. Oates, Vice Chair (North River District)Vicky L. Cook (Fork District); Jerome K. Butler (Happy Creek District); and Walter J. Mabe (Shenandoah District); also present Edwin C. Daley, County Administrator; Jason J. Ham, Interim County Attorney; David Beahm, Building Official; Mike Berry, Public Works Director; James Bonzano, Fire Chief; Mark Butler, Sheriff; Michael Coffelt, Sanitary District Manager; Todd Jones, Director of Technology; Caitlin Jordan, Senior Assistant County Attorney; Gerry Maiatico, Fire Marshal; Jane Meadows, Human Resources Director; Joe Petty, Planning Director; Matt Robertson, Finance Director; Alisa Scott, Deputy Finance Director; Carol Tobin, Voter Registrar; Emily M. Ciarrocchi, Deputy Clerk of the Board; and Roger Bianchini, Royal Examiner

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

As Acting Chairman, Dr. Daley opened the meeting and led the Pledge of Allegiance.

Election of Officers

1. Chairman

Dr. Daley opened the floor for nominations for Chairman of the Board of Supervisors for 2022.

Mrs. Oates made a motion to nominate Cheryl Cullers as Chair of the Board for 2022, and there were no further nominations.

The Board closed nominations for Chair by unanimous consent, and the motion to elect Cheryl Cullers as Chair for 2022 was also approved by unanimous consent.

2. Vice Chairman

Dr. Daley opened the floor for nominations for Vice Chair of the Board of Supervisors for 2022.

Mrs. Cook made a motion to nominate Delores Oates as Vice Chair of the Board for 2022, and there were no further nominations.

The Board closed nominations for Vice Chair by unanimous consent, and the motion to elect Delores Oates as Vice Chair for 2022 was also approved by unanimous consent.

Adoption of Agenda – Additions or Deletions

DRAFT

Dr. Daley requested the addition of an item to the closed session for the discussion of acquisition of real property for a public use.

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

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

Public Comment Period (60 Minute Time Limit)

Edwin Wright, 4151 Gooney Manor Loop, presented the Board members with a packet of documentation related to road safety along Gooney Manor Loop and response times for Emergency Medical Services (EMS) units in Browntown. He is an applicant for four (4) upcoming conditional use permits off Gooney Manor Loop, and these road and safety concerns have been brought to the forefront through his application process.

Matt Tederick, 21 Edgewood Street, reminded the Board of his public comments at the December 14, 2021 meeting and said he was dismayed that there was not an item on this agenda regarding an investigation into clandestine operations of Mr. Mabe when Mr. Mabe was considering running for Mayor of the Town of Front Royal. Mrs. Cullers stopped Mr. Tederick at this time, quoting the following section from the Board of Supervisors Policy and Procedures: "The Board will not tolerate personal attacks by anyone on any of the participants in the proceedings." Mr. Tederick stopped his comments and said the Board would be "hearing from someone soon".

There were no further presentations from the public.

Report – Virginia Department of Transportation – Ed Carter

Ed Carter, Residency Administrator with the Virginia Department of Transportation (VDOT), presented the following report to the Board:

<u>Maintenance</u>:

- Performed grading operations on Panhandle, Steed and Bowman Hollow Roads; will continue on other non-hard surfaced routes this month as needed
- Used the remote slope mower at various locations and conducted brush cutting on various routes; will continue with the brush cutting using the buzz-bar attachment on various routes this month
- Conducted ditching operations on Catlett Mountain Road and will continue at other locations this month
- Will be replacing two drainage pipes on Pomeroy and one on Richardson Road this month, weather permitting

- Collected 30 bags of trash on several routes and prepped "for hire" equipment for the upcoming snow event, which VDOT is currently working on

Board Issues:

- Flashing warning lights on Route 55 at High Knob – Traffic engineering is currently working on the specifications and applicability for this location.
- Chair's request for documentation on Morgan Ford Bridge Project – Expect to have it in the next couple of weeks.

Mrs. Cook asked if there was a comprehensive list that had all the ongoing and planned projects through VDOT, and Mr. Carter said there was such a list on the VDOT website and that he would email her the link.

Report – Warren County Public Schools – Dr. Chris Ballenger

Dr. Chris Ballenger, Superintendent of Warren County Public Schools (WCPS), reported WCPS has completed its first semester, and students are reacclimating to a structured school setting. WCPS continues to strive to provide a safe learning environment, but some challenges they are facing include student attendance and staffing shortages, along with fatigue and stress. WCPS completed a restructuring of the reading and math programs and are seeing positive changes through remediation and one-on-one tutoring sessions. Staff are preparing for the possibility of school closures due to staffing shortages, especially with the resurgence of the new Omicron variant of the Coronavirus. School administration sent out information to staff and parents on January 3rd letting them know of enhanced cleaning measures and warning them of the possibility of school closures. Until such time as schools may be closed, WCPS will continue to focus on individualized student attention and supporting staff.

Mrs. Oates mentioned a social emotional learning program called Second Step and said she would like to look at the curriculum. Dr. Ballenger said a few schools in the system have been using this program for several years, and he would gladly send the curriculum to her.

Mrs. Cullers asked if there would still be a virtual component if schools were forced to close, and Dr. Ballenger confirmed there would be. She then asked about virtual learning on snow days, and he replied there is some flexibility for that. The Virginia Department of Education only allows ten (10) virtual days per year, and school systems must apply for waiver of additional days to exceed ten. Administration has been working with staff on how to switch from in-person to virtual on any given day.

Mrs. Oates asked if there were any specific schools with current staffing shortages, and Dr. Ballenger responded most are managing with the number of teachers they currently have. Some schools are fully staffed, and others are only short one or two teacher positions.

Mr. Mabe asked how many staff members and students were out currently due to the pandemic, and Dr. Ballenger reported four (4) students and eight (8) staff out due to positive tests along with forty (40) students and five (5) staff out in quarantine due to potential exposures. WCPS is following the guidelines established by the Centers for Disease Control and Prevention (CDC) of a five-day quarantine. Mrs. Cullers wondered if the students would be considered absent on quarantine days, and Dr. Ballenger said students are considered "virtual present" during quarantine. Students work with their classroom teacher(s) during those five days and setup remediation meetings when they return in-person.

Mr. Mabe wanted to know how recruitment was going for the current vacancies, and Dr. Ballenger said WCPS continually reaches out to local colleges and universities for recruitment. All localities across the country are competing for teachers in their classrooms, and WCPS is also currently engaged in writing grants to help with staffing for bus drivers with either a sign-on or retention bonus. Additionally, WCPS has been hiring away from its substitute and instructional assistant systems to bring in staff as full-time teachers.

Mr. Mabe wanted to be sure no children in the school system were going hungry, and Dr. Ballenger said the Federal government making breakfast and lunch free for every student has been a positive. WCPS has restarted its Backpack Program for providing food over the weekend, and there are contingencies in place in case a school is forced to shut down.

Reports – Board Members, County Administrator, Interim County Attorney

Mrs. Oates reported the following:

- Wished everyone a Happy New Year
- Has been working on tourism efforts and commented that the Town and County are damaging themselves by throwing arrows at one another and causing negative press; the community is blessed with resources of beautiful parks and a gorgeous river, she encouraged citizens to speak positively about the community, speak kindly to strangers, and help their neighbors

Mr. Mabe reported the following:

- Attended the swearing-in ceremony for newly elected officials on December 20th
- Attended the Shenandoah Shores Property Owners Association (POA) meeting on January 3rd for the swearing-in of the new POA board

Mrs. Cook reported the following:

- She is honored to serve in Warren County and looks forward to working with everyone and making sure the County is doing positive things

Mr. Butler reported the following:

- Wished everyone a Happy New Year and is honored to be on the Board of Supervisors

- Urged the Board and citizens to take an approach called "appreciative inquiry"; rather than looking at things the Board/community does wrong and how to fix them, instead look at things the Board/community does right and how to replicate them

Mrs. Cullers reported the following:

- Also wished everyone a Happy New Year and thanked the convenience site attendants for working through the holidays
- Thanked the Public Works and Parks and Recreation staff for working to make the roads safe during the recent snow event and hoped first responders would stay safe and healthy

Dr. Daley reported the following:

- Welcomed new and returning Board members to the new year
- Commended Deputy Clerk Emily Ciarrocchi for celebrating her five-year anniversary with Warren County on January 3, 2022
- Thanked staff of the Public Works and Parks and Recreation Departments for staying on top of the snow event on January 3rd
- Commented on the amount of trash left by citizens at the County convenience sites on Christmas Day, even though the sites were closed, which left a mess for the site attendants who came the next day
- Reminded the Board of its meeting with the Town to discuss tourism on Thursday, January 6th at 6:00 PM, its Advance with senior staff on January 19th at 3:00 PM, and its joint Advance with Town Council on January 22nd beginning at 9:00 AM at the Front Royal Golf Club
- Work has started in earnest on the FY 2022-2023 budget, and he and Finance Director Matt Robertson will be meeting with Department Heads and Constitutional Officers beginning this week on initial budget requests; budget work sessions with partner agencies will start the first week of February
- Provided the Board members with a copy of the latest Town newsletter, which outlines the beginning of the Town's Building Inspections program; the County will continue to handle erosion and sediment control permits until the Town is certified by the State

Mrs. Oates said she would like to schedule a work session to come up with solutions for the overwhelming amount of trash being dropped off at the County convenience sites. Dr. Daley said the work session could be held prior to the special meeting on January 11th or the regular meeting on January 18th. Mrs. Cullers asked if additional powers of enforcement for the Warren County Sheriff's Office could be incorporated into this work session, and Dr. Daley confirmed it could.

Unfinished Business – Warren County Public Schools (WCPS) Request to Transfer $63,650 from Contingency Reserves to Instruction for the FY 2021-2022 Budget – Dr. Chris Ballenger

Dr. Ballenger reported 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.

There was extensive discussion regarding the future balance of and need for Contingency funds, the need for the funds, the need for an additional ESL teacher, and the services provided by the current ESL teachers and instructional assistants.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors transferred 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:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

Consent Agenda

1. Removed for further discussion
2. Removed for further discussion
3. Removed for further discussion
4. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-11-03, Joshua Branson for a Guesthouse Located off Buck Mountain Road and Identified on Tax Map 37 as Lot 56
5. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-11-04, Gillian Greenfield and Richard Butcher for a Short-Term Tourist Rental Located at 1043 Riverview Shores Drive and Identified on Tax Map 13C, Section 4, Block 4, Lot 602
6. Authorization to Advertise for Public Hearing – Conditional Use Permit 2021-11-06, Terry Hartson for a Short-Term Tourist Rental Located at 1538 Riverview Shores Drive and Identified on Tax Map 13C, Section 4, Block 6, Lot 1044 – Joe Petty
7. Coyote Bounties – Matthew Presley (2) – $50.00 Each – Animal Control

Dr. Daley requested the removal of items 1, 2, and 3 for further discussion.

On a motion by Mr. Mabe, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the Consent Agenda as amended with the removal of items 1, 2, and 3 for further discussion:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

Establishment of the Warren County Finance/Audit Committee, the Warren County Technology Review Committee, and the Warren County/Warren County Public Schools Liaison Committee

Dr. Daley said the intent of these proposed Committees is to get the Board members additional working knowledge of what staff is doing. The Committees would not have any specific authority but would rather be hosts for conversations similar to the Building Committee or Solid Waste Committee. The Finance/Audit Committee would bring in individuals from the private sector for additional comments and recommendations on County practices, and Finance Director Matt Robertson is working on who those individuals will be. The Technology Review Committee would be an internal end-users committee, and the Liaison Committee for WCPS is based on what Mrs. Cullers discovered Chesterfield County, Virginia was doing at the annual Virginia Association of Counties conference.

Mrs. Oates noted there had historically been a representative from the Board of Supervisors on the Building Committee for the Warren County School Board and would like to see this representative reappointed. Dr. Daley thinks this suggestion would be a perfect topic for the first WCPS Liaison Committee meeting.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the establishment of the Warren County Finance/Audit Committee, the Warren County Technology Review Committee, and the Warren County/ Warren County Public Schools Liaison Committee and further adopted the bylaws for the Finance/Audit Committee as proposed:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

Authorization to Advertise for Public Hearing – Ordinance Options to Change the Election District and Precinct Boundaries for the County of Warren – Joe Petty/Jason Ham

Jason Ham, Interim County Attorney, reported the two options are very similar mathematically, and staff needs direction from the Board on which option is preferred. Once that is determined, staff would move forward with finalizing the language in the ordinance for the public notice and hearing. Joe Petty, Planning Director, said the only two Magisterial Districts with proposed changes are Happy Creek and Shenandoah.

Mrs. Oates asked Mr. Petty for his professional opinion on which option would be better for the County and why. Mr. Petty replied that Option 1 makes the most sense

geographically, being clearly defined along Morgan Ford and Howellsville Roads. It also includes Apple Mountain West with the rest of the Apple Mountain subdivision. Option 2 would remove a portion of the Shenandoah Farms subdivision from the Shenandoah Magisterial District, carving out parts of an existing neighborhood. Either option would see voters travelling to the Linden precinct, which in turn will lower voter numbers at the Youth Center polling location and prevent the need for future redistricting.

On a motion by Mr. Mabe, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors authorized the advertisement of the proposed ordinance for Option 1 for a public hearing:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

Request – Meeting Policy and Procedures and Public Hearing Guidelines – Ed Daley

Mr. Ham reviewed the proposed minor changes to the Meeting Policy and Procedures as compared to those adopted for 2021.

Mr. Mabe asked if there was any chance the packets could be done sooner than the Friday before the meeting, and Dr. Daley said Deputy Clerk Emily Ciarrocchi would be giving a presentation during the work session after this meeting on a proposed electronic packet solution, which would help with the timeliness of packets.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted the Meeting Policy and Procedures and Public Hearing Guidelines documents as proposed for 2022:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

Closed Session – Virginia Freedom of Information Act

Dr. Daley requested the Board of Supervisors add the performance of the County Administrator to the Personnel closed meeting under Section 2.2-3711(A)(1).

On a motion by Mr. Mabe, seconded by Mrs. Oates, and by the following vote, the Board entered into a closed meeting under the provisions of Section 2.2-3711(A)(1) of the Virginia Freedom of Information Act for the discussion or consideration of the assignment, appointment, promotion, performance, demotion, salaries, or resignation of a specific public officer of the public body; he further moved that discussion be limited to the Warren County Planning Commission, the Social Services Advisory Board, and the County Administrator.

The Board also entered into a closed meeting under the provisions of Section 2.2-3711(A)(3) of the Virginia Freedom of Information Act for the discussion or consideration of the acquisition or disposition of real properties for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of

the public body; he further moved that discussion be limited to one property located in the North River Magisterial District within the limits of the Town of Front Royal and one property located in the North River Magisterial District outside the limits of the Town of Front Royal.

Finally, the Board entered 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:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board certified to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(1), (A)(3), (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:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors reappointed Robert Myers and Hugh Henry to the Warren County Planning Commission for four-year terms representing the Happy Creek and Fork Magisterial Districts, respectively, ending December 31, 2025:

Mabe, Aye; Cook, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors reappointed Lorraine Brandon to the Social Services Advisory Board representing the South River Magisterial District for a four-year term ending December 31, 2025:

Butler, Aye; Oates, Aye; Cullers, Aye; Cook, Aye; Mabe, Aye

There were no further motions to come out of this closed meeting.

Adjournment

Mrs. Cullers adjourned the meeting at 1:17 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

January 25, 2022

Warren County Board of Supervisors
Front Royal, VA 22630

Dear Board Chair:

Assessments for **2020/2021 Personal Property** in the name of **UPS GROUD FREIGHT INC** in the County of Warren is erroneous. The vehicles were reported to Warren County but are being taxed in Waynesboro.

Account 88649 - 2020	464,490 - $9,438.35
Account 88469 - 2021	343,080 - $7,033.25
Total Refund:	$16,471.60

Under §58.1-3981 of the Code of Virginia and §160-62 Code of Warren, it will be necessary to have the approval of the Board of Supervisors, for a **refund of $16,471.60** to **UPS GROUND FREIGHT INC.**

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

Sincerely,

Sherry T. Sours, MCR
Commissioner of the Revenue

STS/v

CC: UPS GROUND FREIGHT INC, ATTN: Personal Property Tax 600 Fritz Dr. Coppell, TX 75019

I, Jamie Spiker, Interim Treasurer of Warren County certify on this 25th day of January, 2022 that the above taxes were paid.

Jamie Spiker, Treasurer

I, Caitlin Jordan, Assistant Attorney for the County of Warren do consent on this 25th day of January, 2022 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 _____, 2022.

Edwin Daley, County Administrator

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE
February 1, 2022	I-2	Acceptance of Dedication of 0.4845 Acre and Deed of Quitclaim from Adam and Shawn Huddleston	1 OF 1

EXPLANATION & SUMMARY:

Adam and Shawn Huddleston own property located in Warren County, Virginia, containing 463.5969 acres identified as Tax Map Numbers 5-20, 5-20A, 5-22A, and 6-2. On December 8, 2020, the Board of Supervisors approved and accepted a Deed of Gift of Easement from Adam and Shawn Huddleston conveying a conservation and open-space easement consisting of 443.1124 acres of the property to the County.

The Huddleston's now desire to consolidate the lots within the conservation easement and subdivide the remaining 20.4845 acres of land. The Class A subdivision is an accessory use permitted by right, and the plat was approved on August 31, 2021. The attached plat identifies both the 0.4845 acre and prescriptive easement that will convey to the County as follows:

1. To convey to the County and dedicate 0.4845 acre to public use for roadway maintenance and/or improvements; and

2. To covey through a Deed of Quitclaim an existing prescriptive easement.

COST AND FINANCING:

N/A

CONSENT AGENDA MOTION:

I move that the Board of Supervisors accept the dedication of 0.4845 acre and Deed of Quitclaim from Adam and Shawn Huddleston. I further move that the Board authorize the County Administrator to execute the Declaration of Merger, Subdivision and Covenants, Dedication of Real Property, and Deed of Quitclaim on behalf of the County.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Joseph "Joe" Petty, Planning Director		

THIS DECLARATION ("Declaration") OF MERGER, SUBDIVISION AND COVENANTS, DEDICATION OF REAL PROPERTY, AND DEED OF QUITCLAIM is made effective on _____, 2021, by **ADAM R. HUDDLESTON** and **SHAWN M. HUDDLESTON** (collectively "Declarant") and **THE COUNTY OF WARREN, VIRGINIA** ("County"), a political subdivision of the Commonwealth of Virginia.

Recitals

R1. Declarant is the owner in fee simple of the real property ("Property") located in Warren County, Virginia, containing 463.5969 acres in the aggregate, more or less, identified as Tax Map Numbers 5-20, 5-20B, 5-22A, and 6-2, and being the same real property conveyed to Declarant by deed dated December 16, 2020, and recorded on December 23, 2020, in the land records of the Clerk of the Circuit Court of Warren County, Virginia ("Clerk's Office") as Instrument Number 200009574.

R2. The Property, less and except 20.4845 acres, is subject to an open space easement set forth in the Deed of Gift of Easement of record in the Clerk's Office as Instrument Number 200009575, as amended by the Corrected Deed of Gift of Easement of record in the Clerk's Office as Instrument Number 210003537.

R3. Declarant desires to merge and then subdivide the Property as described and set forth on the plat ("Plat") prepared by Dunn Land Surveys, Inc., dated February 2, 2021, revised June 1, 2021, attached to this Declaration, and incorporated herein by this reference.

R4. Declarant desires to dedicate 0.4845 acre to the County for public purposes as set forth herein and on the Plat.

R5. Declarant desires to subject a portion of the Property to the covenants and restrictions set forth herein to provide for the preservation and enhancement of the property values, amenities, and opportunities of said property, and which will contribute to the personal and general health, safety, and welfare of residents, and to the maintenance of the land and improvements thereon. Said covenants and restrictions shall run with the Property and shall be binding on all persons or entities having or acquiring any right, title, or interest in the Property, or any part thereof, and shall inure to the benefit of each owner thereof.

R6. The merger and subdivision of the Property by this Declaration is with the free consent and in accordance with the desires of the undersigned Declarant, and Declarant desires to merge and subdivide the Property in accordance with the provisions of the local and state laws as are applicable, in force, and in effect as of the date of execution of this Declaration.

Merger, Subdivision, Declaration, Dedication, and Deed of Quitclaim

NOW, THEREFORE, WITNESSETH, that for and in consideration of the Property and the benefits which will accrue by reason of this Declaration, Declarant takes the following actions.

1. **Incorporation of Recitals**. Declarant incorporates the above recitals into this Declaration as material terms.

2. **Dedication of 0.4845 Acre**. Declarant grants, bargains, and conveys to the County in fee simple, and dedicates for public purposes, all the real property containing 0.4845 acre and

identified as "0.4845 acres hereby dedicated to public use for roadway maintenance and/or improvements" on the Plat. Said conveyance and dedication is made with the consent and approval of the appropriate authorities of the County as evidenced by the signatures and stamps set forth on the Plat and this Declaration.

3. **Deed of Quitclaim**. Declarant does hereby quitclaim, release, and convey unto the County all right, title, and interest of Declarant in and to the real property contained in the area identified as "existing prescriptive easement hereby quitclaimed" on the Plat.

4. **Merger**. Declarant merges a portion of the Property into a parcel containing 443.1124 acres and having Tax Map Number 6-2 as set forth on the Plat. This merger is made with the consent and approval of the appropriate authorities of the County as evidenced by the signatures and stamps set forth on the Plat.

5. **Subdivision**. Declarant subdivides a portion of the Property into Lots 1, 2, 3, and 4 as set forth on the Plat. This subdivision is made with the consent and approval of the appropriate authorities of the County as evidenced by the signatures and stamps set forth on the Plat. This subdivision is a non-proffered subdivision.

6. **Restrictions and Covenants**. The Lots are subject to the following restrictions and covenants, which are constituted real covenants to run with the land. The following words shall have the following meanings in this Declaration, unless otherwise specifically defined elsewhere herein: "Lot" or "Lots" shall mean and refer to Lots 1, 2, 3, and 4, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, and "Declarant" shall include all successor owners of the Property.

6.1. All Lots shall be used for single-family residential purposes only. No detached garage, carport, utility or other out building shall be permitted in the front or side yards of any Lot unless constructed of the same materials as the primary dwelling.

6.2. No signs, flags or banners of any character shall be erected, posted or displayed in a location that is visible from neighboring property, except for such signs as may be posted by Declarant or a Builder for promotional or marketing purposes or by a real estate brokerage for sale of property, such real estate brokerage signs shall not exceed five (5) square feet in area. No "For Rent" signs shall be allowed on any Lot. Decorative flags are excepted.

6.3. No commercial vehicles (vehicles which are larger than normally used for noncommercial purposes), trailers, campers, recreational vehicles, boats, and other large vehicles, may be parked or used on any front or side yard of any Lot, except if such a vehicle is in connection with construction activities. Prohibited vehicles include, without limitation, any vehicle (1) with a load capacity in excess of one ton or (2) one which is oversized (higher than eight feet, wider than eight feet or longer than twenty feet). No junk or derelict vehicle or other vehicle on which current registration plates and current inspection sticker are not displayed shall be kept upon any portion of the Property if it is visible from neighboring property. The washing of vehicles on Lots and noncommercial repair of vehicles is permitted. Vehicles may not be parked on the roads, with the temporary exceptions of a snowstorm, which would prohibit the use of a steep driveway, or driveway construction or repair, preventing the use of off-street parking. At no time, except for loading and unloading purposes, may construction vehicles be parked on the roads.

6.4. Every Owner shall provide the Lot with off-street parking containing an area sufficient to park two (2) vehicles of the type permitted on Lots, which area which may include all area in any driveway located on the Lot itself or in any garage attached to a dwelling unit. The parking area is to be used by the inhabitants of the dwelling unit located on said Lot. All driveways are to be constructed of concrete, asphalt, or other similar material.

6.5. The maintenance, keeping, boarding, or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, is prohibited on any Lot, with the exception of horses, which are allowed at the rate of one (1) horse per acre of land per Lot. Guide animals and a reasonable number of orderly, traditional domestic pets are permitted; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property. Pets shall not be permitted upon the streets unless accompanied by someone who can control the pet and unless carried or leashed. The person walking the pet shall clean up pet droppings. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold each Owner and Declarant free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets shall be registered and inoculated as required by law.

6.6. No fence shall be installed in a side or front yard. Fences may be installed in a rear yard. Rear fencing and hedges shall not exceed six feet (6') in height. All fencing shall be constructed of wood, composite lumber (e.g., TREX), masonry, iron or PVC material. No chain link fencing shall be allowed. All fences must be kept free of brush and debris and maintained in orderly fashion.

6.7. No noxious or offensive activities shall be permitted on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any Owners. No Owner, occupant, or invitee on any Lot shall cause any unreasonably loud noise (except for security devices) anywhere on a Lot, nor shall any Owner, occupant, or invitee on any Lot permit or engage in any activity, practice, or behavior for the purpose of causing annoyance, discomfort, or disturbance to any other Owner, occupant, or invitee on any other Lot.

6.8. Nothing shall be done or kept on any Lot and no person shall permit anything to be done or kept on any Lot which would be in violation of any law, regulation, or statute. No improper, offensive, or unlawful use shall be made of any Lot or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed.

6.9. In the event a dwelling unit is partially or completely destroyed due to fire or any other casualty, the Owner of the Lot on which the dwelling unit is located shall, within sixty (60) days from the date of such destruction, clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition. In the event a dwelling unit is damaged or has materially deteriorated, whether due to fire or any other casualty or through neglect in maintaining the dwelling unit, the Owner of the Lot on which the dwelling unit is located shall immediately repair the damage or deterioration.

6.10. All Lots must be maintained free of trash and debris. Trash storage and collection shall be in accordance with the ordinances, rules, and regulations of Warren County, Virginia. There shall be no burning of any trash. No Lot shall be used or maintained as a dumping ground for refuse. Trash, garbage, or other waste (refuse) shall be temporarily stored in sanitary containers and screened until removed from the Lot. No refuse or any container for the same shall

be placed or stored in front of any dwelling unit, except on the date of scheduled refuse pickup (if applicable). Trash containers shall not be permitted to remain in a location visible from the neighboring property. All trash containers shall be removed from the roadside within twenty-four (24) hours of trash pickup.

There shall be no discharges that may adversely affect the use or intended use of any portion of any Lot, or that may adversely affect the health, safety, or comfort of the occupants of any Lot. No waste will be stored on any Lot. No waste nor any substance or materials of any kind shall be discharged into any public or private sewer serving any Lot or any part thereof in violation of any regulation of any governmental entity having jurisdiction over such.

6.11. No exterior clothes lines or clothes hanging devices, shall be permitted on any Lot, except for retractable umbrella-type devices with a diameter not to exceed seven feet (7') or a retractable clothesline not extending over twenty-eight feet (28'), provided, however, that the same may only be used in the rear of any dwelling unit constructed on said Lot and the clothes line or device is stored within the dwelling unit when the clothes line is not in use.

6.12. All dwellings must be stick-built custom homes, modular homes, or manufactured homes. No mobile homes or trailers are permitted. Declarant reserves the right to determine, in its sole discretion, that any modular or manufactured home meets the requirements and intents of this Declaration.

6.13. No dwelling, exclusive of garages, basements, and other unfinished areas, shall be constructed on any Lot with a footprint (the ground level of the dwelling) of an aggregate finished square footage amount of less than one thousand four hundred (1400) square feet.

6.14. Sheds are permitted only when constructed in accordance with the codes and regulations of all governing authorities. Sheds may not be constructed in side or front yards.

6.15. Garages shall be attached to or part of the main structure on the Lot, unless in compliance with Section 1 of this Article. A garage attached by a breezeway must be constructed with materials similar to that which are used on the main structure and must be constructed in accordance with all rules and regulations of all governing agencies. No garage on a Lot shall be converted to a living space or altered or used for purposes that would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed.

6.16. The exterior finish materials on any dwelling, garage, or shall be brick, stone, EIFS, hardiplank or hardipanel (or other like quality cementaceous siding), cedar or other wood siding, log, vinyl siding, or stucco. No offensive or atypical colors may be used on any exterior visible surfaces.

6.17. No building, structure, addition or exterior alteration (including basketball backboards, rims and nets) or improvements of any kind shall be constructed, installed, or maintained on any Lot or dwelling unit located thereon unless a plan of construction that specifies in detail quality of workmanship, design, colors and materials shall have been approved in writing by Declarant. This Section 17 shall not apply to Lots owned by a Builder unless specifically referenced in the deeds from Declarant to the Builder.

6.18. Lots may be cleared only to create space for yards, dwellings, garages and

sheds, and septic fields, and/or selectively cleared to increase the viewshed from a dwelling. All cleared areas must be seeded/sodded within 15 days of any clearing activity. In no case will an Owner clear, or allow to be cleared, more than 40% of the total area of a Lot.

No tree hedge or other landscape feature shall be planted or maintained in a location that obstructs sightlines for vehicular traffic on public streets. All grass must be kept mown to a level of 5" in height or less.

6.19. No Owner, occupant, or invitee on any Lot shall obstruct or impede the rightful access of any other Owner, occupant, or invitee on any Lot to any Lot to which such person would otherwise have lawful access.

6.20. No structure of a temporary character, and no trailer, tent, shack, pen, kennel, run, or temporary accessory buildings shall be erected, used, or maintained on any Lot except in connection with construction activities.

6.21. Pavement, plantings, and other landscape materials shall not be placed or permitted to remain within the area of any utility easements of any Lot: (i) if such materials may damage or interfere with any easement for the installation or upkeep of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be encouraged.

6.22. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape upkeep, and satellite mini-dishes, limited to one per Lot, no water pipe, sewer pipe, gas pipe, drainage pipe, television or telephone cable, electric line, or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

6.23. No kiddie pools, play equipment, sandboxes, toys, verandas, gazebos, or other similar appurtenances may be used or kept in any front or side yard.

6.24. No exterior antenna, satellite dish, or similar exterior improvement shall be installed or maintained upon any Lot. Mini dishes are allowed, as are microwave internet receivers. Only one mini dish and one microwave receiver are allowed per Lot.

6.25. No Lot shall be subjected to or used for any timesharing, cooperative, licensing, or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

6.26. No hunting, trapping of any kind, or discharge of any firearm or other weapon shall be permitted on any Lot.

6.27. Open burning is not permitted on any Lot, except that outdoor fireplaces, grills, and chimneys may be used only if equipped with fire screens to prevent the discharge of embers or ashes.

6.28. No exterior lighting shall be directed outside the boundaries of any Lot.

6.29. No Lot or dwelling or improvement located on a Lot shall be used for any

business, commercial, manufacturing, mercantile, storage, sales, or other similar purposes; provided, however, that an Owner may maintain an office or home business in the dwelling on a Lot if:

6.29.1. such office or home business is operated by the Owner or a member of the Owner's household residing on the Lot;

6.29.2. there are no displays or signs indicating that the Lot is being used other than a residence;

6.29.3. such office or business does not generate significant traffic or parking usage by clients, customers, or other persons related to the business;

6.29.4. no equipment or other items related to the business are stored, parked, or otherwise kept on such Owner's Lot;

6.29.5. such Owner has obtained any required approvals for such use from the appropriate local governmental agency;

6.29.6. the activity is consistent with the residential nature of the Lot and complies with local ordinances; and

6.29.7. the dwelling is used primarily as a residence.

This section shall not be construed as forbidding any work involved in the construction or upkeep of any portion of any Lot so long as such work is undertaken and carried out in accordance with all applicable restrictions and regulations. Any Owner, contractor, or builder undertaking development or construction activities on any Lot shall take all steps reasonably necessary to prevent damage to adjacent Lots or streets and shall restore any land or improvement disturbed by such development or construction activities to a condition at least as good as the condition existing prior to the undertaking of such work. The Owner, contractor, or builder shall be responsible for the cleanliness of all construction vehicles working on any Lot during the site's development or construction, particularly on any public roads, and such Owner, contractor, or builder, at its sole cost and expense, shall promptly remove the same.

6.30. Neither the restrictions nor the covenants in this Declaration shall apply to any otherwise lawful acts or omissions of Declarant or of any builder approved by Declarant during the development period. This exception for the builders shall be subject to such rules as may be established by Declarant for safety or to maintain the appearance of any Lot.

6.31. No Lot or any portion thereof shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than six months. No portion of any dwelling (other than the entire dwelling) shall be leased for any period, provided, however, that a reasonable number of roommates are permitted. No Owner shall lease a Lot other than on a written form of a lease: (1) requiring the tenant to comply with this Declaration, and (2) providing that failure to comply constitutes a default under the lease.

6.32. No Lot may be further subdivided or separated into smaller lots, nor may existing Lots be consolidated.

6.33. No Owner shall seek to rezone a Lot.

6.34. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the provisions of this declaration, as well as any applicable supplementary Declaration. Notwithstanding failure to include a reference to this Declaration in a deed or instrument transferring title to a Lot, the covenants and restrictions set forth herein shall encumber the Lot as though reference thereto was set forth in such deed or instrument.

6.35. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of ten (10) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods, unless changed in accordance with this Declaration.

6.36. The invalidation of any one of the covenants or restrictions contained herein by judgment or order of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect. The failure of any Owner or Declarant to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a violation of these provisions occurring prior or subsequent thereto.

7. **General Provisions**.

7.1. Enforcement. Declarant, its successors or assigns, or any Owner shall have the right to enforce all restrictions and covenants now or hereafter imposed by the provisions of this Declaration, by any proceeding at law or in equity. Failure by any Owner or Declarant, its successors or assigns, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs which Declarant, its successors or assigns, or any Owner shall incur in the successful enforcement of the restrictions and covenants, now or hereafter imposed, shall be borne by the party against whom action is taken. The costs referenced herein shall include reasonable attorney's fees, court costs, and damages.

7.2. Severability: Invalidation of any one of the provisions contained herein by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

7.3. Amendment: The provisions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns. The restrictions and covenants of this Declaration may be amended during the first ten (10) year period by an instrument signed by Declarant and not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by Declarant and not less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded among the land records of the Clerk's Office.

WITNESS the following signatures and seals:

[SIGNATURES ON FOLLOWING PAGES]

_____ (SEAL)
Adam R. Huddleston

_____ (SEAL)
Shawn M. Huddleston

COMMONWEALTH OF VIRGINIA, AT LARGE,
CITY OF WINCHESTER, to-wit:

The foregoing instrument was acknowledged before me on December 29, 2021, by Adam R. Huddleston and Shawn M. Huddleston.

_____
Notary Public

The real property interest herein conveyed is accepted by the County pursuant to, among other provisions, the provisions of Virginia Code § 15.2-1803.

Accepted:

THE BOARD OF SUPERVISORS OF
WARREN COUNTY, VIRGINIA, acting
on behalf of WARREN COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

_____ (SEAL)

By: _____ (print name)

Title _____ (print title)

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me on _____, 2021, by_____, the _____ of Warren County, Virginia Board of Supervisors.

_____
Notary Public
My commission expires _____.
My Registration Number is: _____.

APPROVED as to form pursuant to Virginia Code Section 15.2-1803:

_____ (SEAL)

By: _____, Senior Assistant County Attorney

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	3485.00'	198.00'	197.97'	N 22°39'05" E	3°15'19"	99.02'
C2	9015.00'	140.25'	140.24'	S 23°30'21" W	0°53'29"	70.12'
C3	985.00'	126.73'	126.64'	N 26°44'45" E	7°22'18"	63.45'
C4	5015.00'	148.49'	148.49'	N 59°57'04" W	1°41'47"	74.25'
C5	590.00'	174.14'	173.51'	N 69°15'18" W	16°54'40"	87.71'
C6	385.00'	178.10'	176.52'	S 64°27'28" E	26°30'20"	90.67'
C7	15967.00'	1230.80'	1230.50'	S 27°35'53" W	4°25'00"	615.70'
C8	375.00'	173.48'	171.93'	N 64°27'27" W	26°30'20"	88.32'

LINE	BEARING	DISTANCE
L1	S 58°37'03" E	355.52'
L2	S 30°54'43" W	320.94'
L3	S 23°03'36" W	190.83'
L4	N 57°18'15" W	90.93'
L5	N 60°47'58" W	222.39'
L6	N 51°24'44" W	315.28'
L7	N 51°16'04" W	477.63'
L8	N 27°18'38" E	589.00'
L9	N 62°32'22" W	59.17'
L10	N 24°50'38" E	63.25'
L11	N 65°11'22" W	16.99'

COMMONWEALTH OF VIRGINIA
W. Stuart Dunn
Lic. No. 2000
1 June 2021
LAND SURVEYOR

500' 0 500' 1000'
scale in feet

Legend:
existing fence line

N
VA Grid North
North Zone

Vicinity Map
1" 2,000'

Norfolk Southern RR
Clarke Co, VA
Warren Co, VA
Rte 639
Rte 624

Surveyor's Certificate: I, W. Stuart Dunn, a duly licensed Land Surveyor in the Commonwealth of Virginia, do hereby certify that the lands herein merged and subdivided are in the name of Adam R. Huddleston and Shawn M. Huddleston, and were acquired by them as stated in the Owners' Certificate. I further certify that these parcels are properly and accurately described and are within the boundary of the original tracts and are referenced to Virginia Grid North, NAD 83. I further certify that the monuments designated hereon have been set in accordance with the Subdivision Ordinance of Warren County, Virginia.

W. Stuart Dunn, CLS #2000
Berryville, Virginia

Owners' Certificate: The undersigned fee simple owners hereby certify that the foregoing Lot Merger and Subdivision of 46.6992 acres, TM 5–20, 43.9238 acres, TM 5–20B, 70.7905 acres, TM 5–22A, and 302.1834 acres, TM 6–2, recorded in the name of Adam R. Huddleston and Shawn M. Huddleston in deed recorded as Instrument 200009574, of record in the Office of the Clerk of the Circuit Court of Warren County, Virginia, is made with the free consent and in accordance with the desires of the undersigned owners of said lands, and trustees if any, and the same is hereby confirmed and submitted for record in the Clerk's Office of the Circuit Court of Warren County, Virginia.

Adam R. Huddleston
170 Forest Valley Court, Winchester, VA 22602

Shawn M. Huddleston

Commonwealth of Virginia, City/County of , to wit: I, , a Notary Public for the City/County of , in the Commonwealth of Virginia, do hereby certify that Adam R. Huddleston and Shawn M. Huddleston, whose names are signed in the Owners' Certificate, have acknowledged the same before me this day of , 2021.

My commission as Notary expires:

Notary Public

Notes:
(1) No Title Report furnished. Easements of record not shown may exist.
(2) stone = planted stone found; i.r.s. = iron rod set; i.r.f. = iron rod found; esmt = easement; d/field = drainfield; b.r.l. = building restriction line
(3) These lands are in Flood Zone X, established from FIRM Community Panels no. 5118700050C and 5118700075C, effective June 3, 2008, and data available from the Warren County Office of Mapping.
(4) The plat of the parent parcel recorded in Deed Book R, Page 263, shows the boundary lines of these parcels running with the edge of Rockland Road and Ashby Station Road (formerly Nineveh Road). Subsequent plats and descriptions show the boundary running with the center line of said roads. The boundary shown hereon follows the right–of–way lines of Rockland Road and Ashby Station Road.
(5) Buildings shown may be approximate.
(6) Setbacks as follows: 50' from the right–of–way line of Routes no. 639 and 658, 15' from all side lines, 35' from all rear lines.
(7) These parcels are in Zone A, agricultural, use is agricultural.
(8) Restrictive covenants governing the use of the Conservation Lot are to be recorded with the Deed of Easement to the Board of Supervisors of Warren County.
(9) A 35' riparian protection zone is hereby created centered on Willow Brook, a wet weather stream shown approximately hereon.
(10) These lands are subject to the terms and conditions established in a Deed of Gift of Easement to the County of Warren, Virginia, recorded as Instrument 200009575.
(11) Descriptions of record of Tax Map 5–20, 5–20B and 6–2 go to the North edge of Route no. 639. The area between the center line of Route no. 639 and the North edge of the prescriptive easement is hereby quitclaimed to the County of Warren, Virginia, for public use. The area of quitclaim extends from Route no. 658 to the East to the Eastern line of Norfolk Southern Railroad to the West.

Approval:
Warren County Health Department date:

Approval:
Warren County Zoning Administrator date:

Approval:
VA Department of Transportation date:

Area Table:

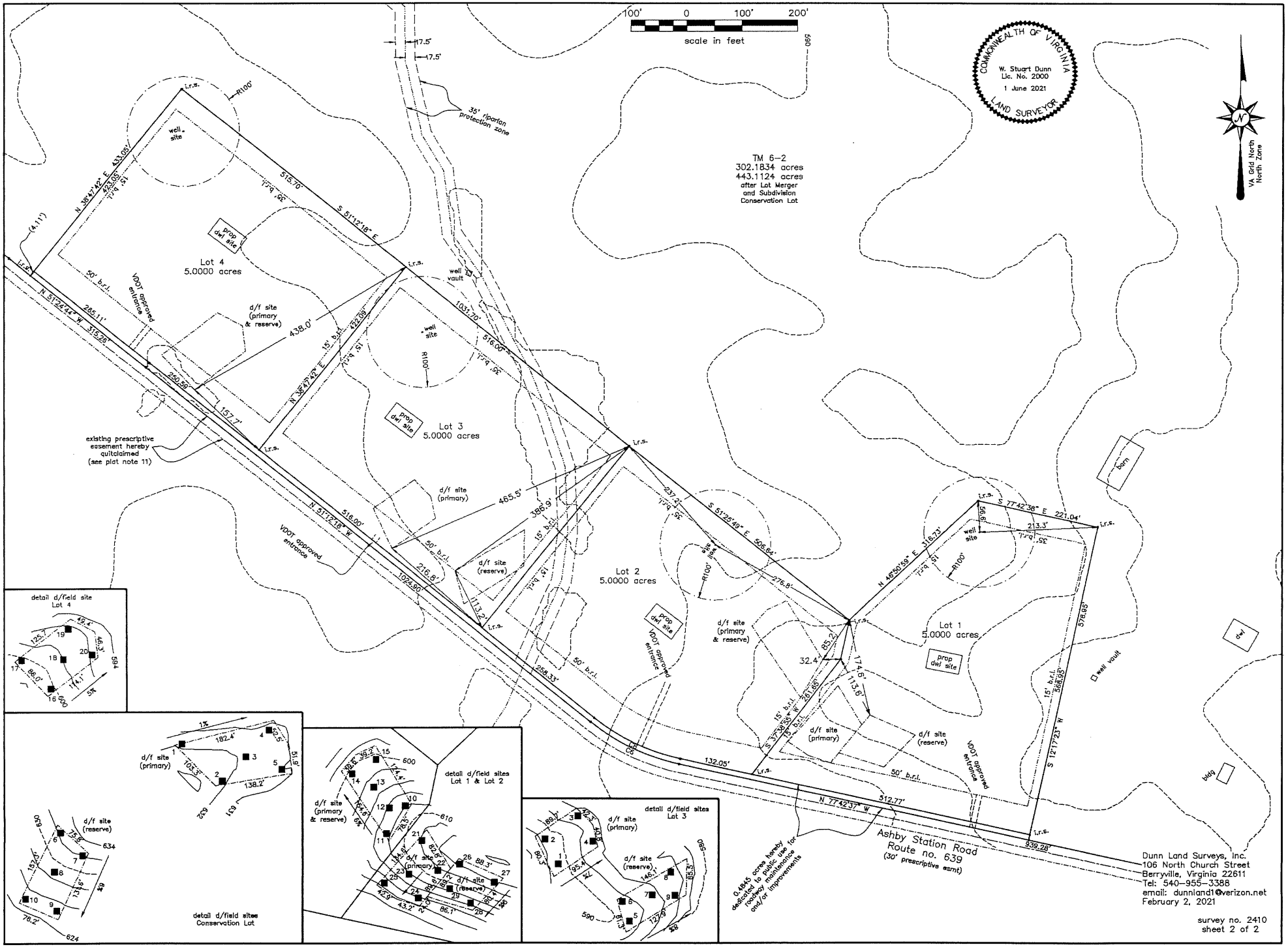
46.6992 acres	area of TM 5–20
43.9238 acres	area of TM 5–20B
70.7905 acres	area of TM 5–22A
302.1834 acres	area of TM 6–2
463.5969 acres	area of TM 6–2 after Lot Merger
0.4845 acres	area dedicated to public use
5.0000 acres	area of Lot 1
5.0000 acres	area of Lot 2
5.0000 acres	area of Lot 3
5.0000 acres	area of Lot 4

Ashby Station Farm

Plat of Lot Merger and Subdivision of the Lands of
Adam R. Huddleston and *Shawn M. Huddleston*
(also know as Adam Huddleston and Shawn Huddleston)
Tax Map 5–20 Tax Map 5–20B Tax Map 5–22A Tax Map 6–2
instrument 200009574
Shenandoah Magisterial District, Warren County, Virginia

Dunn Land Surveys, Inc.
106 North Church Street
Berryville, Virginia 22611
Tel: 540–955–3388
email: dunnland1@verizon.net
February 2, 2021
revised June 1, 2021

survey no. 2410
sheet 1 of 2


scale in feet
100' 0 100' 200'
COMMONWEALTH OF VIRGINIA
W. Stuart Dunn
Lic. No. 2000
1 June 2021
LAND SURVEYOR
VA Grid North
North Zone
TM 6-2
302.1834 acres
443.1124 acres
after Lot Merger
and Subdivision
Conservation Lot
35' riparian protection zone
Lot 4
5.0000 acres
Lot 3
5.0000 acres
Lot 2
5.0000 acres
Lot 1
5.0000 acres
prop dwl site
d/f site (primary & reserve)
d/f site (primary)
d/f site (reserve)
well site
well vault
VDOT approved entrance
existing prescriptive easement hereby quitclaimed (see plat note 11)
Ashby Station Road
Route no. 639
(30' prescriptive esmt)
0.4845 acres hereby dedicated to public use for roadway maintenance and/or improvements
barn
dwl
bldg
well vault
detail d/field site Lot 4
detail d/field sites Lot 1 & Lot 2
detail d/field sites Lot 3
detail d/field sites Conservation Lot
Dunn Land Surveys, Inc.
106 North Church Street
Berryville, Virginia 22611
Tel: 540-955-3388
email: dunnland1@verizon.net
February 2, 2021
survey no. 2410
sheet 2 of 2

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
February 1, 2022	**I-3**	Representative Appointment to the Community Policy and Management Team (CPMT)	

EXPLANATION & SUMMARY:

One of the representatives on the Community Policy and Management Team (CPMT) is from Northwestern Community Services Board (NWCSB). NWCSB has hired a new Chief Operations Officer (COO), Katie Heritage. The current appointment from NWCSB Katie Russell is no longer with NWCSB, and Katie Heritage needs to be appointed to CPMT.

COST & FINANCING: N/A

CONSENT AGENDA MOTION:

I move that the Board of Supervisors appoint Katie Heritage as the Northwestern Community Services Board representative on the Community Policy and Management Team, with no term limits.

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

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
February 1, 2022	**I-4**	Representative Appointment to the Community Policy and Management Team (CPMT)	

EXPLANATION & SUMMARY:

One of the representatives on the Community Policy and Management Team (CPMT) is from the Lord Fairfax Health District (LFHD). Dr. Colin Greene, the previous LFHD representative, took an appointed position in Richmond as Acting Health Commissioner. The acting Health Director for LFHD has asked that Nurse Manager, Leea Shirley, attend the CPMT meetings. Leea Shirley needs to be appointed to CPMT until a permanent Health Director is hired.

COST & FINANCING: **N/A**

CONSENT AGENDA MOTION:

I move that the Board of Supervisors appoint Leea Shirley as the Lord Fairfax Health District representative on the Community Policy and Management Team, with no term limits.

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

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
February 1, 2022	**I-5**	Purchase of (1) Bobcat Compact Track Loader	

EXPLANATION & SUMMARY:

The Finance and Purchasing Department received a request from the Public Works Department to review a cooperative contract for the purchase of one (1) Bobcat Compact Track Loader.

Section 2.2-4604 of the Virginia Public Procurement Act authorizes the County to cooperatively contract through a solicitation issued by the Commonwealth of Virginia's Division of Purchases & Supply (DPS). DPS competitively solicits goods and services which the County can procure directly from the awarded vendor. Contract E194-82390 Construction Equipment was awarded to Clark Equipment Company, doing business as Bobcat Company.

Please find a letter enclosed from Michael Coffelt, Sanitary District Manager, justifying the need for the compact track loader. Purchasing has reviewed the cooperative contract and quote from Clark Equipment Company and approves the purchase. Staff recommends and requests Board approval to purchase one (1) Bobcat Compact Track Loader for $67,423.34 per enclosed quote.

Upon receipt of a Purchase Order, Clark Equipment Company will deliver (1) Bobcat Compact Track Loader within 120 calendar days.

COST & FINANCING:

Funding for this purchase in the amount of $67,423.34 is available in the Special Projects Fund.

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors authorize the Chair to approve the purchase of one Bobcat Compact Track Loader from Clark Equipment Company doing business as Bobcat Company per the Commonwealth of Virginia's cooperative pricing in the amount of $67,423.34 on behalf of Warren County.

or

I move the Board of Supervisors do not authorize the Chair to approve the purchase of one Bobcat Compact Track Loader from Clark Equipment Company doing business as Bobcat Company per the Commonwealth of Virginia's cooperative pricing in the amount of $67,423.34 on behalf of Warren County.

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

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 935-7649
FAX: (540) 636-6066
Email: mcoffelt@warrencountyva.net

Michael D. Coffelt
Sanitary District Manager

BOARD OF SUPERVISORS

*****

CHAIR
Cheryl L. Cullers
South River District

VICE CHAIR
Delores R. Oates
North River District

Jerome K. Butler
Happy Creek District

Vicky L. Cook
Fork District

Walter J. Mabe
Shenandoah District

*****

Dr. Edwin C. Daley
County Administrator

To: Alisa Scott

From: Michael D. Coffelt

Date: **January 19, 2022**

Re: Purchase of Skid Steer

The Department of Public Works has reviewed the submissions for the purchase of a T76 T4 Bobcat Compact Track Loader and recommends accepting the bid from Clark Equipment Company dba Bobcat Company in the amount of $67,423.34. The purchase will allow us to continue to perform maintenance activities on County Property and all the Managed Sanitary Districts.

$67,423.34 should come from the Special Projects funding for equipment. FY21-22 budget line item 41010-7001.

Thank you,

Michael D. Coffelt

Sanitary District Manager

Product Quotation

Quotation Number: AMS-04602
Date: 2022-01-20 11:40:29

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
Warren County Public Works **Attn: Michael Coffelt** **126 E 2nd St** **FRONT ROYAL, VA 22630** **Phone: (540) 935-7649**	**Bob Huff** **Winchester Equipment Co.,** **Winchester, VA** **121 INDIAN HOLLOW ROAD** **WINCHESTER VA 22603** **Phone: (540) 667-2244** **Fax: (540) 665-3058**	**Clark Equipment Company** **dba Bobcat Company** **250 E Beaton Dr** **West Fargo, ND 58078** **Phone: 701-241-8719** **Fax: 855-608-0681** **Contact: Heather Messmer** **Heather.Messmer@doosan.com**

Description	Part No	Qty	Price Ea.	Total
T76 T4 Bobcat Compact Track Loader **74.0 HP Tier 4 V2 Bobcat Engine** **Auxiliary Hydraulics: Variable Flow** **Backup Alarm** **Bob-Tach** **Bobcat Interlock Control System (BICS)** **Controls: Selectable Joystick Controls** **Cylinder Cushioning - Lift, Tilt** **Engine/Hydraulic Performance De-rate Protection** **Glow Plugs (Automatically Activated)** **Horn** **Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.** **Lift Arm Support**	**M0371**	**1**	**$51,371.60**	**$51,371.60**
P67 Performance Package **"Power Bob-Tach** **7-Pin Attachment Control**	**M0371-P06-P67**	**1**	**$4,656.40**	**$4,656.40**
C52 Comfort Package **Standard Enclosed Cab with AC/Heat** **Sound Reduction**	**M0371-P07-C52**	**1**	**$3,609.90**	**$3,609.90**
80" Severe Duty Bucket	**7326129**	**1**	**$1,553.44**	**$1,553.44**

Lift Path: Vertical
Lights, Front and Rear LED
Operator Cab

- Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt
- Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471
- Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)

Parking Brake: Spring Applied, Pressure Released (SAPR)
Solid Mounted Carriage with 4 Rollers
Tracks: Rubber, 12.6" Wide
Warranty: 2 years, or 2000 hours whichever occurs first

Two-Speed, High Flow, Dual Direction Bucket Positioning"

Radio Ready
HVAC Headliner
Adjustable Suspension Seat

Total of Items Quoted	**$61,191.34**
Dealer P.D.I.	**$200.00**
Freight Charges	**$1,371.00**
Dealer Assembly Charges	**$0.00**
Other Charges: Material and Logistics	**$4,661.00**
Quote Total - US dollars	**$67,423.34**

DEPARTMENT OF GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

Contract Number E194-82390
Construction Equipment

CONTRACT PERIOD	June 1, 2019 through April 10, 2023
CONTRACT TYPE	Optional Statewide
RENEWALS REMAINING	N/A
AUTHORIZED USERS	Commonwealth of Virginia state agencies, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301
CONTRACTOR & eVA ID #	Bobcat Company VS0000069477
CONTRACTOR(S) POINT OF CONTACT	Randy Fuss | Phone # 701-241-8700 Randy.fuss@doosan.com
MINIMUM ORDER	$0.00
PAYMENT TERMS	Net 30
DELIVERY	Equipment: 120 Calendar Days ARO Parts: Within 30 Calendar Days ARO
DPS CONTRACT OFFICER	Tracy Wrenn Phone # 804-786-5410 Tracy.Wrenn@dgs.virginia.gov
COMMODITY CODE(S)	54531
LAST UPDATE & PURPOSE	April 22, 2021 SCCO Update

INFORMATION:

1. Ordering Method: Unless otherwise instructed or exempted by DPS, all Authorized Users placing orders against this Contract must place purchase orders through eVA.

2. Purchase Order Information: When placing an eVA order, follow the Buyer Guide. This guide may be found on eVA (Click on “I Buy For Virginia”, then on “eVA Buyer Training”, then on “Buyer Guide”).

3. Authorized User Acceptance: Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving Authorized User.

OVERVIEW:

Please see the attached Participating Agreement and Oklahoma Master Agreement for all information on the contract. Any questions on the contract should be directed to the contract officer.

PRICING

The Bobcat Company Discount Schedule is attached separately (Excel spreadsheet) under the E194-82390 contract number. It reflects a selection of commonly purchased goods to be provided to the Commonwealth under this Contract. This list is not all-inclusive. Any items categorized by the discount structure shall also be considered part of the Contract.

Prices per the Virginia NASPO Construction - VS0000069477
Terms Net 60 Days. Credit cards accepted.
FOB Origin – Prepay and Add to Quote
State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.
TID# 38-0425350
Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.

Quote valid for 30 days

ORDER ACCEPTED BY:

_____ _____
SIGNATURE **DATE**

_____ _____
PRINT NAME AND TITLE **PURCHASE ORDER NUMBER**

DELIVERY ADDRESS:_____

BILLING ADDRESS (if different than Ship To):_____

TAX EXEMPT? _____**YES** _____**NO**

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
February 1, 2022	**I-6**	Annual Term Contract with Syntax Communications, Inc., for IT Networking and Infrastructure Services ending May 1, 2022	

EXPLANATION & SUMMARY:

The Finance and Purchasing Department received a request from the Information Technology Department to review a cooperative contract for the purchase of goods and services with Syntax Communications, Inc., for IT Networking and Infrastructure Services.

Section 2.2-4604 of the Virginia Public Procurement Act authorizes the County to contract with a Town of Front Royal awarded contractor if a cooperative clause is stated in the solicitation's terms and conditions. This clause was included in the Town's Invitation for Bids for such goods and services issued January 1, 2019. This contract has since been extended through May 1, 2022. All supporting procurement files are stored in the County Department of Finance.

Staff intends to issue an Invitation for Bid for cabling goods and services as soon as practical. Until a contract is awarded, riding this contract will allow the Information Technology Department to promptly complete necessary IT work.

Please find a letter enclosed from Todd Jones, Information Technology Director, justifying the need for the goods and services. Purchasing has reviewed the contract and approves and recommends contract award. Staff recommends the Board approve at the February 1st, 2022, Regular Meeting, the enclosed standard contract for services with Syntax Communications in accordance with the Town of Front Royal's contract and pricing schedule.

Upon receipt of a Purchase Order, Syntax Communications, Inc. will perform the necessary work for the Information Technology Department.

COST & FINANCING:

Funding for this purchase will come out of 4-1-2060-3002 Information Technology Professional Services.

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors authorize the County Administrator 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 Syntax Communications, Inc.

or

I move the Board of Supervisors do not authorize the County Administrator 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 Syntax Communications, Inc.

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

COUNTY OF WARREN, VIRGINIA
DEPARTMENT OF TECHNOLOGY
WARREN COUNTY GOVERNMENT CENTER
220 NORTH COMMERCE AVENUE
FRONT ROYAL, VIRGINIA 22630
(540) 636-4600
WWW.WARRENCOUNTYVA.NET

TODD C. JONES
Director of Technology
tjones@warrencountyva.net

MEMORANDUM

TO: Chair and Members of the Warren County Board of Supervisors

FROM: Todd C. Jones

DATE: January 24th, 2022

RE: Syntax Communications IFB

All:

The Technology Department is familiar with the IFB response and Syntax Communications award of the cabling contract. Syntax Commnunications has done a significant amount of work for Warren County Public Schools and various project within the County Governement offices.

This type of work is critical to the continuity of various IT related services. The Warren County Technology Department recommends and requests to formally use Syntax Communications in future projects as needed.

Please let me know if you have any questions.

-Todd

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") is made and entered into this ____ day of _____, 2022, 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 **SYNTAX COMMUNICATIONS, INC.,** whose street address is 216 Grove Farm Road Front Royal, VA 22630 (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 cooperatively purchase, and the Service Provider agrees to provide the following described services (hereinafter the "Services") in accordance with the Town of Front Royal IFB #1 2019 Technical Services for IT Networking and Infrastructure:

- Maintenance-repair services for installed cabling
- Rebuild existing computer rooms and telephone closets
- Install security cameras and related systems
- Assist the IT staff as required in planning and budgeting
- Install of wireless network systems
- Install and maintaining AV systems
- Assist the IT staff as required in move/add/change MAC activity
-

1. **Place of Service Performance:** Warren County and 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 end May 1, 2022.

4. **Payment:** The County shall pay the Service Provider for services rendered based upon the cost of each accepted work order proposal, with services based on the unit fixed

price submitted to the Town of Front Royal and attached herein Attachment "A", Attachment "B", and Attachment "C". The Service Provider shall promptly furnish an invoice to the County for services rendered. 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:

- Attachment A Material Pricing – per Town of Front Royal IFB #1 2019
- Attachment B Labor Rates – per Town of Front Royal IFB #1 2019
- Attachment C Equipment Rates – per Town of Front Royal IFB #1 2019

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

COUNTY OF WARREN, VIRGINIA

BY:_____ **ATTEST:**_____

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

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

DATE:_____ **DATE:**_____

SYNTAX COMMUNICATIONS INC.

BY: _____ **ATTEST:** _____

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

TITLE: _____ **TITLE:** _____

DATE: _____ **DATE:** _____

APPROVED AS TO FORM:

_____ **DATE:** _____

CAITLIN W. JORDAN
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENT A

MATERIAL PRICING

The rates shown on this table include the material delivered to the Town IT office or to a location designated by the town in the town limits.

Line RK2900 has the incorrect part number, the new part number and price for that part number has been added.

Reproduction and/or distribution of this proposal outside the customers organization is not permitted without written permission from Syntax Communications.

line #	Description	Part Number	Manufacture	UT	Price	Notes:
	Station Jacks					
SJ100	Jack USOC 1 port 6Wx6P fog white	OR-S21RJ25	Ortronics	ea	$ 5.75	no substitute allowed
SJ200	Jack USOC 2 port 6Wx6P fog white	OR-S22RJ25	Ortronics	ea	$ 10.24	no substitute allowed
SJ300	Jack CAT5 1 RJ45 1U 568B fog white	OR-S215E00	Ortronics	ea	$ 6.18	no substitute allowed
SJ400	Jack CAT5 2 RJ45 1U 568B fog white	OR-S225E00	Ortronics	ea	$ 11.96	no substitute allowed
SJ500	Jack CAT5 Track jack fog white	OR-TJ5E00	Ortronics	ea	$ 5.23	no substitute allowed
SJ600	Jack CAT6 1 RJ45 1U 568B fog white	OR-S21600	Ortronics	ea	$ 8.72	no substitute allowed
SJ700	Jack CAT6 2 RJ45 1U 568B fog white	OR-S22600	Ortronics	ea	$ 17.17	no substitute allowed
SJ800	Jack blank inserts 1U seriesII fog white	OR-40300164	Ortronics	ea	$ 0.44	no substitute allowed
SJ900	Jack CAT6 Track jack fog white	OR-TJ600	Ortronics	ea	$ 8.10	no substitute allowed
SJ1000	Jack blank tracJack 10/pack	OR-42100002	Ortronics	ea	$ 3.37	no substitute allowed
SJ1100	Jack wall mount phone track jack	OR-403STJ1WP	Ortronics	ea	$ 9.11	no substitute allowed
SJ1200	Jack DB15-HD F/F VGA	OR-60900376	Ortronics	ea	$ 21.87	no substitute allowed
SJ1300	Jack HDMI fog white	OR-60900372	Ortronics	ea	$ 30.97	no substitute allowed
SJ1400	Jack F connectors 1 port 1U fog white	OR-60900017	Ortronics	ea	$ 5.32	no substitute allowed
SJ1500	Jack F connectors 2 port 1U fog white	OR-60900020	Ortronics	ea	$ 8.35	no substitute allowed
SJ1600	Jack faceplate single gang .5" low profile 3U fog white	OR-40300158	Ortronics	ea	$ 2.00	no substitute allowed
SJ1700	Jack faceplate double gang standard profile 6U fog white	OR-40300159	Ortronics	ea	$ 5.23	no substitute allowed
SJ1800	Jack surface mount box single gang fog white	OR-40300185	Ortronics	ea	$ 4.11	no substitute allowed
SJ1900	Jack surface mount box double gang fog white	OR-40300186	Ortronics	ea	$ 4.71	no substitute allowed

SJ2000	Jacks surface mount box 4U fog white	OR-404S22X2U	Ortronics	ea	$	5.51	no substitute allowed
SJ2100	Jacks surface mount box 3U fog white	OR-404S23U	Ortronics	ea	$	8.35	no substitute allowed
SJ2200	Jacks surface mount box 2U fog white	OR-404S21X1U	Ortronics	ea	$	3.61	no substitute allowed
SJ2300	Jacks surface mount box 1U fog white	OR-404S21U	Ortronics	ea	$	3.61	no substitute allowed
	Patch Panels						
PP100	Patch panel 24 port CAT5e rack mount 1u	OR-PHD5E6U24	Ortronics	ea	$	150.81	no substitute allowed
PP200	Patch panel 48 port CAT5e rack mount 2u	OR-PHD5E6U48	Ortronics	ea	$	313.57	no substitute allowed
PP300	Patch panel 24 port CAT6 rack mount 1u	OR-PHD66U24	Ortronics	ea	$	195.27	no substitute allowed
PP400	Patch panel 48 port CAT6 rack mount 2u	OR-PHD66U48	Ortronics	ea	$	385.74	no substitute allowed
PP500	Patch Panel 12 port CAT6 Wall mount	PMP612H	Ortronics	ea	$	130.26	no substitute allowed
PP600	Patch Panel 12 port CAT5e Wall mount 66 body	PMP5e1289	Ortronics	ea	$	82.21	no substitute allowed
PP700	Rack Horz ca mgr 1U black 3.5" rings	OR-60400131	Ortronics	ea	$	51.04	Or Equivelent provide specs
PP800	Rack Horz ca mgr 2U black 3.5" rings	OR-60400057	Ortronics	ea	$	62.32	Or Equivelent provide specs
PP900	Rack Horz ca mgr 2U black 2" rings	OR-808044916	Ortronics	ea	$	63.82	Or Equivelent provide specs
	Patch Cords						
PC100	Patch cord CAT 5e - 1.5' - RJ45 - any color			ea	$	3.46	USA made provide specs
PC200	Patch cord CAT 5e - 03' - RJ45 -any color			ea	$	3.76	USA made provide specs
PC300	Patch cord CAT 5e - 05' - RJ45 - any color			ea	$	4.13	USA made provide specs
PC400	Patch cord CAT 5e - 07' - RJ45 - any color			ea	$	4.49	USA made provide specs
PC500	Patch cord CAT 5e - 14' - RJ45 - any color			ea	$	5.97	USA made provide specs

PC600	Patch cord CAT 5e - 25' - RJ45 - any color			ea	$	8.00	USA made provide specs
PC700	Patch cord CAT 5e - 50' - RJ45 - any color			ea	$	12.79	USA made provide specs
PC800	Patch cord CAT 6 - 03' - RJ45 - any color			ea	$	4.65	USA made provide specs
PC900	Patch cord CAT 6 - 05' - RJ45 - any color			ea	$	5.06	USA made provide specs
PC1000	Patch cord CAT 6 - 07' - RJ45 - any color			ea	$	5.47	USA made provide specs
PC1100	Patch cord CAT 6 - 07' - RJ45 - any color			ea	$	5.47	USA made provide specs
PC1200	Patch cord CAT 6 - 14' - RJ45 - any color			ea	$	7.10	USA made provide specs
PC1300	Patch cord CAT 6 - 25' - RJ45 - any color			ea	$	9.37	USA made provide specs
PC1400	Patch cord CAT 6 - 50' - RJ45 - any color			ea	$	14.16	USA made provide specs
	UTP cable						
UT100	Cable 4 pair CAT5e/350 CMR - 1000' Box Yellow	Lanmark350	Berk-Tek	1000 ft.	$	150.92	Or Equivelent provide specs
UT200	Cable 4 pair CAT5e/350 CMR - 1000' Box Yellow	Cobra 5e 52-240-65	Superior Essex	1000 ft.	$	155.44	Or Equivelent provide specs
UT300	Cable 4 pair CAT5e/350 CMP - 1000' reel yellow	Lanmark350	Berk-Tek	1000 ft.	$	265.62	Or Equivelent provide specs
UT400	Cable 4 pair CAT5e/350 CMP - 1000' reel yellow	Cobra 5e 52-241-68	Superior Essex	1000 ft.	$	247.51	Or Equivelent provide specs
UT500	Cable 4 pair CAT6 CMR - 1000' Box Blue	Lanmark 1000	Berk-Tek	1000 ft.	$	211.29	Or Equivelent provide specs
UT600	Cable 4 pair CAT6 CMR - 1000' Box Blue	DataGain 6 66-240-2A	Superior Essex	1000 ft.	$	212.80	Or Equivelent provide specs
UT700	Cable 4 pair CAT6 CMP - 1000' Box Blue	Lanmark 1000	Berk-Tek	1000 ft.	$	375.79	Or Equivelent provide specs

UT800	Cable 4 pair CAT6 CMP - 1000' Box Blue	DatatGain 6 66-240-2B	Superior Essex	1000 ft.	$	363.71	Or Equivelent provide specs
	Coax						
CX100	*Coax RG6U Plenum coax white 1000'*		Comscope	1000 ft.	$	585.61	*Or Equivelent* provide specs
CX200	Coax RG6U non-plenum coax 1000'		Comscope	1000 ft.	$	87.53	Or Equivelent *provide specs*
CX300	Coax RG59 w/ 18/2 plenum coax 1000'		Comscope	1000 ft.	$	242.37	Or Equivelent provide specs
	Fiber Optics						
FO100	FO Patch Cord duplex 7/125 LC/LC 3M			ea	$	24.62	USA made provide specs
FO200	FO Patch Cord duplex 50/125 LC/LC 3M			ea	$	26.47	USA made provide specs
FO300	FO Patch Cord duplex 62/125 LC/LC 3M			ea	$	25.56	USA made provide specs
FO400	FO cable 6 strand SM indoor/outdoor	006EWF-T4101D20	Corning	ft	$	0.34	Or Equivelent provide specs
FO500	FO cable 6 strand 50um indoor/outdoor	006SWF-T4180D20	Corning	ft	$	1.28	Or Equivelent provide specs
FO600	FO cable 12 strand SM indoor/outdoor	012EWF-T4101D20	Corning	ft	$	0.39	Or Equivelent provide specs
FO700	FO cable 12 strand 50um indoor/outdoor	012SWF-T4180D20	Corning	ft	$	2.28	Or Equivelent provide specs
FO800	FO cable 24 strand SM indoor/outdoor	024EWF-T4101D20	Corning	ft	$	0.62	Or Equivelent provide specs
FO900	FO cable 24 strand 50um indoor/outdoor	024SWF-T4180D20	Corning	ft	$	4.47	Or Equivelent provide specs
FO1000	FO cable 48 strand SM indoor/outdoor	048EWF-T4101D20	Corning	ft	$	1.41	Or Equivelent provide specs
FO1100	FO cable 96 strand SM indoor/outdoor	096EWF-T4101D20	Corning	ft	$	2.40	Or Equivelent provide specs

FO1200 FO connector LC 7 SM Unicam composite	95-200-99	Corning	ea	$	18.90	Or Equivelent provide specs
FO1300 FO Connector LC 50um Unicam composite	95-200-99	Corning	ea	$	18.90	Or Equivelent provide specs
FO1400 FO Fan out kit fiber optic 6 fibers 36" 900um	FAN-BT36-06	Corning	ea	$	14.69	Or Equivelent provide specs
FO1500 FO Fan out kit fiber optic 12 fibers 36" 900um	FAN-BT36-12	Corning	ea	$	17.47	Or Equivelent provide specs
FO1600 FO Patch Panel rack mount 1U connector panel w/o inserts	CCH-01U	Corning	ea	$	220.71	Or Equivelent provide specs
FO1700 FO Patch Panel rack mount 2U connector panel w/o inserts	CCH-02U	Corning	ea	$	262.44	Or Equivelent provide specs
FO1800 FO Patch Panel rack mount 4U connector panel w/o inserts	CCH-04U	Corning	ea	$	334.41	Or Equivelent provide specs
FO1900 FO Patch Panel Wall mount enclosure 19" 2U empty	WCH-02P	Corning	ea	$	91.18	Or Equivelent provide specs
FO2000 FO LC connector panel w/06 LC composite SM inserts	CCH-CP06-A9	Corning	ea	$	54.57	Or Equivelent provide specs
FO2100 FO LC connector panel w/12 LC composite SM inserts	CCH-CP12-A9	Corning	ea	$	96.32	Or Equivelent provide specs
FO2200 FO LC connector panel w/06 LC composite 50um inserts	CCH-CP06-E4	Corning	ea	$	49.13	Or Equivelent provide specs
FO2200 FO LC connector panel w/12 LC composite 50um inserts	CCH-CP12-E4	Corning	ea	$	85.40	Or Equivelent provide specs
FO2300 FO Inner Duct 1" white corrugated w/rope CMP	CF4X1C-xxxx	Carlon	ft	$	191.31	Or Equivelent provide specs
FO2400 FO Inner duct 1" for UG application w/ pull rope	DF4X1C-xxxx	Carlon	ft	$	61.69	Or Equivelent provide specs
Blocks & Protectors						

BP100	Block 110 - 100 pair wiring block w/ legs Kit	OR-110ABC5E100	Ortronics	ea	$	48.97	no substitute allowed
	Equipment Racks						
RK100	Rack wall mount vert rack 2U	11583-719	Chatsworth	ea	$	97.34	Or Equivelent *provide specs*
RK200	Rack wall mount 19" swing gate - black - 24" deep 21U	11791-725	Chatsworth	ea	$	375.36	Or Equivelent provide specs
RK300	Rack wall mount 19" swing gate - black - 24" deep 41U	11792-725	Chatsworth	ea	$	500.29	Or Equivelent provide specs
RK400	Rack wall mount heavy duty kit	12795-701	Chatsworth	ea	$	103.99	Or Equivelent provide specs
RK500	Rack cabinet wall mount 36"h x 24"w x 25"d	EWMW362425	Hoffman	ea	$	826.74	Or Equivelent provide specs
RK600	Rack cabinet wall mount 72"h x 24"w x 25"d	EWMW722425	Hoffman	ea	$	1,482.96	Or Equivelent provide specs
RK700	*Rack cabinet fan kit for EWMW racks*	EDMF2	Hoffman	ea	$	144.96	Or Equivelent provide specs
RK800	Rack 19" x 84" x 3" channel 2 post	46353-703	Chatsworth	ea	$	286.96	Or Equivelent provide specs
RK900	Rack 19" x 7' x adjustable depth - 4 post black 45U	15211-703	Chatsworth	ea	$	542.95	Or Equivelent provide specs
RK1000	Rack ground bar	10610-019	Chatsworth	ea	$	59.84	Or Equivelent provide specs
RK1100	Ground bus	GBI14212N	Harger	ea	$	69.94	Or Equivelent provide specs
RK1200	Rack cable manager two side ca. Trough 6" blk	11729-703	Chatsworth	ea	$	405.57	Or Equivelent provide specs
RK1300	Rack cable manager ca. Trough cover plastic	12188-001	Chatsworth	ea	$	219.95	Or Equivelent provide specs

RK1400	Rack cable manager ca. Trough cover metal	12664-701	Chatsworth	ea	$ 123.57	Or Equivelent provide specs
RK1500	Rack Shelf 19"x15" black vented	40117-719	Chatsworth	ea	$ 131.31	Or Equivelent provide specs
RK1700	*Rack Shelf CPU black 2 post vented*	11231-719	Chatsworth	ea	$ 185.13	Or Equivelent provide specs
RK1800	Rack shelf adjustable 4 post 24" to 36" 200lbs	14072-719	Chatsworth	ea	$ 159.59	Or Equivelent provide specs
RK1900	rack runway 12"x9'11.5" black	10250-712	Chatsworth	ea	$ 92.95	Or Equivelent provide specs
RK2000	rack runway corner bracket	11959-715	Chatsworth	ea	$ 86.20	Or Equivelent provide specs
RK2100	rack runway wall mount bracket 12"	11421-712	Chatsworth	ea	$ 24.41	Or Equivelent provide specs
RK2200	Rack runway wall angle support kit 12"	11312-712	Chatsworth	ea	$ 60.79	Or Equivelent provide specs
RK2300	rack runway to rack mounting plate 3"	10595-712	Chatsworth	ea	$ 33.54	Or Equivelent provide specs
RK2400	rack runway to cabinet mounting brackets 12"	10506-712	Chatsworth	ea	$ 79.70	Or Equivelent provide specs
RK2500	rack runway to cabinet mounting brackets 6"	10506-706	Chatsworth	ea	$ 38.25	Or Equivelent provide specs
RK2600	Rack runway protective end caps	10642-001	Chatsworth	ea	$ 7.44	Or Equivelent provide specs
RK2700	rack runway retaining post 8"h	10596-708	Chatsworth	ea	$ 23.78	Or Equivelent provide specs
RK2800	Rack runway butt splice kit	11301-701	Chatsworth	ea	$ 9.50	Or Equivelent provide specs

RK2900	rack runway butt splice kit 45 degree	11313-001	Chatsworth	ea	$	32.10	Or Equivelent provide specs
RK3000	Rack runway corner splice	11302-701	Chatsworth	ea	$	9.93	Or Equivelent provide specs
RK3100	Rack runway corner splice adjustable	10616-701	Chatsworth	ea	$	51.87	Or Equivelent provide specs
RK3200	rack runway J-bolt kit	11308-701	Chatsworth	ea	$	4.28	Or Equivelent provide specs
RK3300	rack runway feet	11309-701	Chatsworth	ea	$	31.88	Or Equivelent provide specs
RK3400	*rack runway radius drop cross member*	12100-712	Chatsworth	ea	$	32.14	*Or Equivelent* provide specs
	Cable tray						
CT100	Cable tray 2"h x 12"w x 10'l zinc	CF54/300EZ	Cablofil	ea	$	130.00	Or Equivelent *provide specs*
CT200	Cable tray 2"h x 6"w x 10'l zinc	CF54/150EZ	Cablofil	ea	$	80.78	Or Equivelent provide specs
CT300	Connectors (50 per bag) zinc	SWKEZ	Cablofil	bg	$	82.69	Or Equivelent provide specs
CT400	Corner zinc	EZT90KIT EZ	Cablofil	ea	$	21.57	Or Equivelent provide specs
CT600	single rod hanger zinc	FASPCH150 PG	Cablofil	ea	$	7.94	Or Equivelent provide specs
CT700	single rod hanger zinc	FASPCH200 PG	Cablofil	ea	$	11.70	Or Equivelent provide specs
CT500	*single rod hanger zinc*	FASPCH300 PG	Cablofil	ea	$	13.34	Or Equivelent provide specs
CT1000	Wall bracket for 6"	FASL150PG	Cablofil	ea	$	6.79	Or Equivelent provide specs

CT900	Wall bracket for 8"	FASP200PG	Cablofil	ea	$	5.81	Or Equivelent provide specs
CT1100	Wall bracket for 12"	FASL300PG	Cablofil	ea	$	11.41	Or Equivelent provide specs
CT1200	Wall mount brackets	FV1PG	Cablofil	ea	$	7.61	Or Equivelent provide specs
CT1300	Cable drop out 4"	CABLEXIT100PG	Cablofil	ea	$	6.85	Or Equivelent provide specs
CT1400	*Hangers* 12"	FASP400PG	Cablofil	ea	$	12.04	Or Equivelent provide specs
CT1500	Hangers 8"	FASP300PG	Cablofil	ea	$	8.74	Or Equivelent provide specs
	Network Equipment						
NE100	*Switch 10/100/1000 8 port managed POE 1920-08G-POE+*	*JG922A*	*HP*	*ea*	$	*682.50*	no substitute *allowed*
NE200	Switch 10/100/1000 24 port managed POE 1920-24G-POE+	JG926A	HP	ea	$	546.00	no substitute allowed
NE300	Switch 10/100/1000 24 port managed POE 1950-24G-2SFP+-2XGT-POE+	JG962A	HP	ea	$	1,041.96	*no substitute* allowed
NE400	Media Converter SC to TX 100Base SM	AT-MC103XL-10	Allied Telesis	ea	$	489.84	no substitute allowed
NE500	Access point	AP55	Sophos	ea	$	383.50	no substitute allowed
NE600	Access point	AP55C	Sophos	ea	$	383.50	no substitute allowed
NE700	Access point	AP100	Sophos	ea	$	643.50	no substitute allowed
NE800	Access point	AP100C	Sophos	ea	$	773.50	no substitute allowed
NE900	PDU - 110v20a	PDU1220	Tripp Lite	ea	$	137.28	no substitute allowed
NE1000	Network Surge suppresser - 8 outlet - 4 filter banks	ISOBAR 8 ultra	Tripp Lite	ea	$	76.05	no substitute allowed
NE1100	UPS smartpro 1000 tower	SU1000XLA	Tripplite	ea	$	659.58	no substitute allowed

NE1200	UPS smartpro 1500 rackmount 2U	SMART1500LCD	Tripplite	ea	$ 286.75	no substitute allowed
NE1300	UPS smartpro 1500 rackmount 2U	SMART1500RM2U	Tripplite	ea	$ 743.51	no substitute allowed
NE1400	UPS smartpro 1500 rackmount 2U	SMART1500RMXL2UA	Tripplite	ea	$ 821.51	no substitute allowed
NE1500	UPS smartpro 2200 rackmount 2U	SMART2200RMXL2U	Tripplite	ea	$ 1,157.07	no substitute allowed
NE1600	UPS smartpro 3000 rackmount 2U	SMART3000RMXL2U	Tripplite	ea	$ 1,336.34	no substitute allowed
NE1700	UPS network card	SNMPWEBCARD	Tripplite	ea	$ 299.12	no substitute allowed
	AV Equipment					
AV100	LCD wall mount bracket	*PA730-S*	*Paramount*	*ea*	*$ 57.03*	no substitute *allowed*
AV200	Projector	IN2128HDA	InFocus	ea	$ 414.82	no substitute allowed
AV300	*Projector mounting kit*	PRJ-PLTB	InFocus	ea	$ 132.74	*no substitute* allowed
AV400	Projector ceiling mount	PRJ-MNT-UNIV	InFocus	ea	$ 258.69	no substitute allowed
AV500	Projector adjustable extension arm 6-9"	PRJ-EXTARM-01	InFocus	ea	$ 98.80	no substitute allowed
AV600	Projector adjustable extension arm 24-36"	PRJ-EXTARM-05	InFocus	ea	$ 162.23	no substitute allowed
AV700	Screen 8' x 10'	40268	Da-Lite	ea	$ 801.96	no substitute allowed
AV800	Screen wall mount brackets	40932	Da-Lite	ea	$ 17.47	no substitute allowed
	Fire Stops					
FS100	Fire stop Smooth Penetrator 1"	SP-1	Unique	ea	$ 31.20	Or Equivelent provide specs
FS200	Fire stop Smooth Penetrator 2"	SP-2	Unique	ea	$ 45.50	Or Equivelent provide specs
FS300	Fire stop Smooth Penetrator 4"	SP-4	Unique	ea	$ 84.50	Or Equivelent provide specs

FS400	Fire stop Threated Penetrator 1"	TP-1	Unique	ea	$	50.70	Or Equivelent provide specs
FS500	Fire stop Threated Penetrator 2"	TP-2	Unique	ea	$	84.50	Or Equivelent provide specs
FS600	*Fire stop Threated Penetrator 4"*	TP-4	Unique	ea	$	117.00	*Or Equivelent* provide specs

ATTACHMENT B

LABOR RATES

The rates shown on this table include all charges for taxes, insurance, union, supervision, overhead and profit. These rates apply to all work performed on a straight time basis, eight (8) hours per day, Monday through Friday during normal business hours. Due to federal labor laws, OSP labor categories performed beyond eight (8) hours per day and all-day Saturday will be billed at one and one-half (1-1/2) times the above stated rates. The rates shall be doubled for all work conducted on Sunday and the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, or days celebrated in lieu thereof. Personnel called in for emergency work shall be paid travel time to and from their previous location which is billable at the above stated rates as well as expenses for the duration of the emergency.

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Labor Classification	Hourly Rate
Premise Distribution Technician	$ 50.00
Premise Distribution Engineer	$ 75.00
Foreman	$ 85.69
Cable Splicer	$ 82.94
Lineman	$ 79.42
Installer Repairman	$ 82.94
Equipment Operator	$ 79.42
Labor	$ 73.19
Groundman	$ 50.11
Network Engineer	$ 95.00
Network Engineer Senior	$ 125.00

ATTACHMENT C

EQUIPMENT RATES

The rates shown on this table include the unit price for any major equipment required for a project.

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Hourly Rate	Hourly Rate
Pick-up Truck	$ 16.92
1-1/2 Ton Utility Truck	$ 24.18
Dump Truck	$ 24.72
Dump Truck Tandem Axle	$ 38.70
Cable Splicers Bucket Truck	$ 25.20
Telsta - Construction - T40	$ 35.40
Digger Truck - Hydraulic	$ 35.40
Vacuum Excavator Truck	$ 56.46
Boom Truck	$ 45.06
Rodding Truck	$ 36.00
Tractor and Trailer	$ 76.50
6 and 8 wheel Tag-along Trailer	$ 5.82
Small Utility Trailer	$ 4.14
Pole/Cable Combination Trailer	$ 4.20
Hydraulic Cable Trailer - Truco	$ 5.64
JD450 or equivalent with plow	$ 46.32
JD850 or equivalent with plow	$ 64.80
Vibratory Drop Plow	$ 24.00
Trencher/Plow 40-60HP	$ 33.96
Trencher/Plow 60+HP	$ 39.42
Backhoe JD310 or equal	$ 33.48
BH JD310 w/hyd. Hammer	$ 49.32
Trackhoe - JD 490	$ 56.82
Trackhoe-JD 490 w/hammer	$ 87.00
Boring Machine - 4" - Push Machine	$ 19.20
Air Comp to 185cfm with tools	$ 16.80
Air Comp 185cfm to 600cfm with tools	$ 37.86
Wacker - Tamper	$ 12.90
Roller - Small	$ 13.20
Water Pump - Generator – Manhole Blower	$ 4.26
Hogg Davis Power Trailer or equal	$ 14.40
Concrete Saw	$ 9.60
Core Drill	$ 9.60
Arrow Board	$ 13.02
Hydraulic Capstan	$ 8.04
Chipper	$ 14.82
Farm tractor w/accessories	$ 19.80
Fusion Machine	$ 16.56
OTDR / Power Meter	$ 19.32
Manhole Gas Tester	$ 5.40
Vermeer 24x40 (Drill & Truck)	$ 150.00

Vermeer 7x11A (Drill & Truck)	$	81.60
Vermeer 18x22 (Drill & Truck)	$	132.00
Vermeer D80	$	120.00
Welding Machine	$	7.20
Power Bucket	$	65.40
Skid Steer	$	21.60
Skid Steer - Milling Machine	$	28.80
Paver	$	19.74
4 Wheeler	$	8.70
Blacktop Zipper	$	27.00
Case Wheel Loader	$	56.04
Cable Blowers	$	53.40

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
2/01/2022	I-7	Conditional Use Permit #2021-11-01 Katherine Stallings *Short-Term Tourist Rental*	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. Henry moved to forward this application to the Board of Supervisors, recommending approval The motion was seconded by Mr. Longo and approved by the Planning Commission by a vote of 5 – 0.

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 as determined according to the Health Department conditional 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.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Short-term Tourist Rental 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: 2021-11-01/ Short Term Tourist Rental
Katherine Stallings, *Applicant/ Owner*
Staff Report for the Planning Commission
Prepared: October 12th, 2021
Staff: Matt Wendling, Deputy Planning Director/County Floodplain Manager MPW

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a Short-term Tourist Rental for rental of the single-family dwelling for less than thirty days. The applicant recently purchased the property in February 2021 and would like to be able to offset the costs for maintenance, insurance and the mortgage by renting short term. In her statement of justification, the applicant states she plans to operate the rental part-time since she and her family will be using it for their own personal use as a second home. The do intend to manage the rental themselves but have retained a booking company and an individual who will be doing the cleaning and will be available if emergency maintenance is necessary.

PROPERTY INFORMATION

Property Location: 377 Brandy Rd.
Tax Map ID: # 22C---69
Magisterial District: Shenandoah
Subdivision: Apple Mountain West
Town/Village: Front Royal
Zoning: Residential One (R-1)
Acres: 3.559
Existing Land Use: Single Family Dwelling
Special Flood Hazard Area: The property and dwelling are in a Non-Floodzone "X" area.

SURROUNDING ZONING DISTRICTS & USES

North:	Residential One (R-1)	Use: Vacant Lot with Woodlands
South:	Residential One (R-1)	Use: SFD with Woodlands
East:	Residential One (R-1)	Use: SFD with Woodlands
West:	Residential One (R-1)	Use: Vacant Lot with Woodlands

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential One (R-1) zoning district and has no previous zoning violations or conditional use permits issued to the property.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural land uses which allows for a Short-term Tourist Rental by conditional use permit in the Warren County Zoning Ordinance Section §180-21. This property is located in an isolated Agricultural area composed of pasture and woodland areas, is off a private road and has views of the river. Short-term Tourist Rentals provide transient-lodging taxes to the County and are typically used by tourists visiting the area. This use complies with Chapter 6: Economic Development chapter, Goal V and the promotion of tourism objectives of the comprehensive plan.

PROPOSAL:

A Short-Term Tourist Rental is defined by the Warren County Zoning Ordinance as, *"A single-family dwelling not attached to any other dwelling by any means and located on an individual lot that is rented for compensation for periods of less than 30 days. See § 180-56.4 for supplementary regulations pertaining to short-term tourist rentals."*

SUPPLEMENTARY REGULATIONS FOR SHORT-TERM TOURIST RENTAL (Section 180-56.4 of the Warren County Zoning Ordinance):

These regulations are as follows:

A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.

B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however, the maximum number of occupants shall not exceed 10. **Staff has submitted a request for septic system information for the property for the septic system operational permit to WCHD. The tax records state the structure is three-bedroom dwelling which would allow for an occupancy of 6 persons. Staff will provide additional comments, if necessary, comments have been received from the Health Department.**

C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. **There is sufficient parking for five (5) vehicles in the driveway in front of the dwelling.**

D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. **The boundary lines shall be marked according to location shown on the survey.**

E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.

F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. **A change of use for a transient boarding facility for the property dwelling and an inspection will be required to verify if it meets all Building Code requirements for fire/smoke protection and a fire extinguisher.**

G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24-hour notice.

H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants,

utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. **A Property Management Plan needs to be submitted and will be reviewed and approved by staff and all other requirements shall need to be met prior to a certificate of zoning for the business being issued. Teanna Harrigan will be the acting property and ground manager.**

I. If the property is located within a subdivision governed by a Home-Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. **This property is located within a subdivision that is served by Apple Mountain Lake West and a copy of the application will be sent to the POA/HOA.**

J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.

K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The applicants shall have this posted in the bedrooms and in their guest registration packet.**

L. A copy of Chapter §123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of this in their guest registration packet and have it posted in a common area of the dwelling.**

M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in Warren County Code Section §180-63.

N. All outdoor burning shall comply with Chapter §92 of the Warren County Code.

O. There shall be a minimum of 100 feet from the short-term tourist rental to all neighboring residences. **This dwelling meets the setback requirements to adjacent single-family dwellings which is 240' to the closest dwelling located to the east.**

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.

Staff recommends that, if the Planning Commission recommends approval of this application, the following conditions should be applied:

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 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.

Cc: Katherine Stallings, Applicant

Statement of Justification

9/24/21

To the Warren Country Planning Commission:

This is a statement of justification for the use of my property, located in Warren County, VA, as a short-term rental property. My husband and I intend to rent out the property in its current condition, and are not planning any additional construction/landscaping at this time. We intend to also use the property for our own personal use when it is not being rented.

My husband and I will manage the property ourselves, with the help of Evolve Short-Term Rental management to manage pricing, guest bookings, and listings. In addition, we have contracted with a cleaning crew to also be the local guest contacts in the event they need any assistance and my husband or I is unable to get to the property. The cleaning crew is managed by Teanna Harrigan – 202-306-6688.

We intend to collect 10.3% lodge tax and will file our taxes on a quarterly basis beginning in the fourth quarter of 2021.

Please let me know if you need any additional information.

Thank you,

Katherine Stallings

WARREN COUNTY WCCUP-000141-2021
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-11-01
Date Received: 9-24-2021
Fee Amount: $ 500 CK# 1341
Date Paid: 9-24-2021

Applicant Information:

Katherine Stallings
Applicant Name

1006 Ellison Square | Falls Church | VA | 22046
Address | *City* | *State* | *Zip*

377 Brandy Road | Front Royal | VA | 22630
Property Location for conditional use permit if Different than Applicant's Address

703-508-2542 | kstallvt@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: 377 Brandy Road, Front Royal, VA 22630
(2) Election District: Shenandoah
(3) Tax Map Number: 22C-------69
(4) Subdivision Name: Applemanhin west
(5) Total Area of Property (acres): 3.559 acres
(6) Total Area to be Used (acres): 3.559 acres
(7) Total Road Frontage (feet): 50
(8) Depth of Property (feet):
(9) Present Zoning: Residential

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Short-term rentals

(2) Current land use and condition of site: Residential home

(3) Zoning of surrounding land/property: _____

(4) Will development be staged? ☐ Yes ☑ No

(5) Construction Time: N/A

(6) Season, days, and hours of operation: N/A

(7) Will there be a sign? ☐ Yes ☑ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No

(9) Number of full time employees: 0

(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: 10

(12) Number of parking spaces to be provided: Regular 5 Handicap _____

(13) What is the proposed landscaping and buffering for this property? Current landscaping will not be altered

C. Plans Prepared By

Name: Katherine Shillings

Address: 1006 Ellison Square, Falls Church, VA 22046

Telephone Number: 703-508-2542

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) No

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) No

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) No

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. No

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) No

(6) What will be the impact on traffic? Minimal - we have set a maximum of 5 cars

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. No

The following documents and/or information are required to be submitted with the application:

☐ **An application fee of $500.00.**

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. Note: I called the Treasurer's office and they said usually the planning commission directly requests this

☐ **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. N/A

☐ **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. See Plat – surrounding area is residential

☐ **Directions to your property from the Warren County Government Center.**

From district court: R on E 6th St, in 3.4 miles, turn R on state route 647, in 1.6 miles, sharp left on St Rte 603. In 0.2 miles L on Appleseed Rd, 0.6 miles, R on Applewood Dr, 0.6 miles, L on Baldwin Rd, 0.6 miles, R on Brandy road, 0.2 miles, destination 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 9/24/21 Date

Property Owner Signature Date

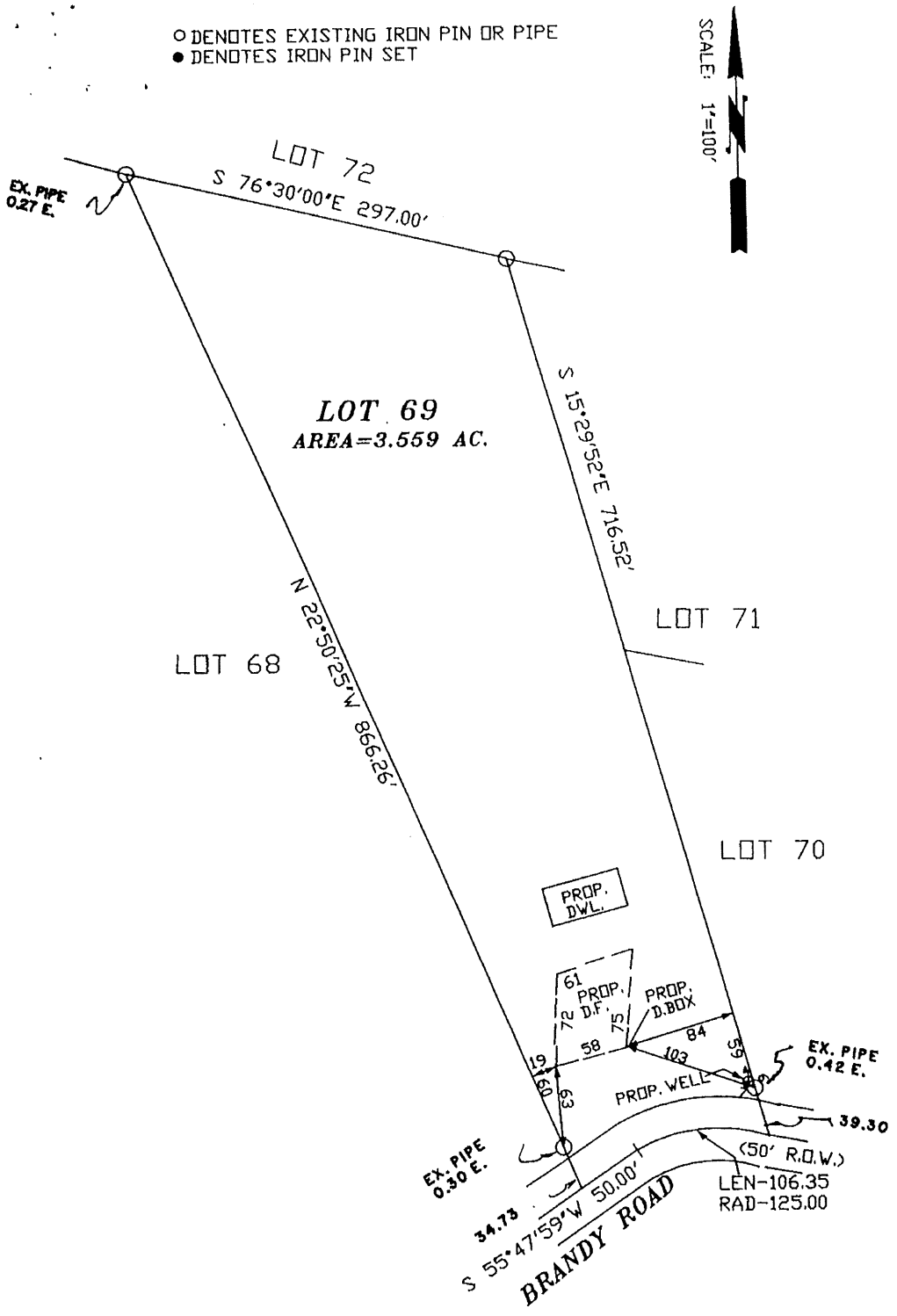
Accepted by: _____ Date: _____

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

WARREN COUNTY VIRGINIA
LAND RECORDS
000136 JUN-58

○ DENOTES EXISTING IRON PIN OR PIPE
● DENOTES IRON PIN SET



SURVEY OF LOT 69, APPLE MOUNTAIN WEST, RECORDED IN D.B. 194, PG. 522, AND PG. 523.

SHENANDOAH MAGISTERIAL DISTRICT

WARREN COUNTY, VIRGINIA

PREPARED BY:

LARRY C. HIMELRIGHT, P.C.
PROFESSIONAL LAND SURVEYOR
694 RED BUD RD., STRASBURG, VA
PHONE: 465-8767

MAY 8, 2003

Lord Fairfax Health District

LORD FAIRFAX HEALTH DISTRICT

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

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

December 27, 2021

RECEIVED
DEC 30 2021
WARREN COUNTY
PLANNING DEPARTMENT

Matt Wendling, Deputy Planning Director
Warren County Planning and Zoning
220 N Commerce Ave., Suite 400
Front Royal, Virginia 22630

RE: Request for Comments (2021-11-01)
Owner: Katherine Stallings

Dear Mr. Wendling,

I have reviewed your request for comments regarding the property at 377 Brandy Rd. Linden, VA (Tax Map# 22C-69) and I offer the following comments:

1. **There is a Construction Permit, ROI and Operation Permit on file for the referenced property dated 7/29/2003, 4/30/2004 and 5/21/2004 respectively.**
2. **The dwelling is served by an Alternative Onsite Sewage System (AOSS). The AOSS is designed for Three (3) Bedrooms, Six (6) Occupants and 450 gallons per day.**
3. **The owner should be aware the AOSS must inspected by a licensed operator at least annually.**
4. **The dwelling is served by a private Class IIIB Well. A sample of the water should be collected and tested by a state approved lab at least annually.**
5. **All refuse shall be placed in containers with tight-fitting lids.**
6. **Do not connect any Jacuzzi or hot tub discharge to the sewage disposal system.**

Please contact me at (540) 635-3159 should you have any questions.

Sincerely,

Jim Davis
Environmental Health Supervisor

From: David Beahm
To: Chloe Phillips
Cc: Joe Petty; Paula Fristoe
Subject: Request for Comments 2021-11-01 – Katherine Stallings – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000141-2021
Date: Friday, October 8, 2021 2:28:00 PM
Attachments: image001.png
image004.png

Comments 2021-11-01 – Katherine Stallings – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000141-2021:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.

- Building Inspections Items:
  - The use of the existing dwelling(s) for a "short-term rental" would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating as a short-term rental.
  - Given the timeframe that the structure was originally built it more than likely will require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

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

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.

Matt Wendling

From: jsmith jeffreysworldevents.com <jsmith@jeffreysworldevents.com>
Sent: Monday, December 13, 2021 3:27 PM
To: Matt Wendling
Subject: QQ

Hi,

Do you know if the POA can actually do this, should the Board decide to approve this?

Cheers,
Jeffrey

John Morgan ▶ Apple Mountain Wes

3h ·

In regards to short term rentals and the ongoin
We have put in place bylaws in regards to shor
subdivision.
Regardless of what the county or state have in
allow rentals less than 30 days and all rentals r
forth in AMWPOA bylaws.

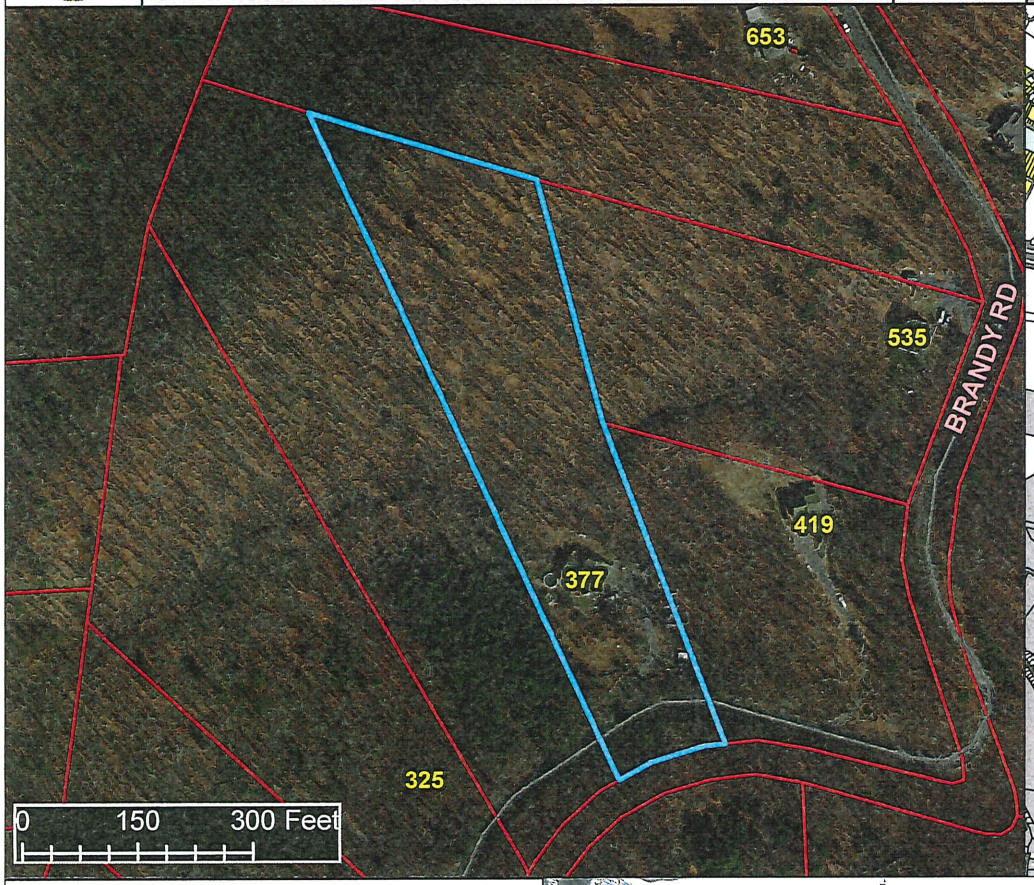
We have come to an arrangement with the owr
rental going on.
In short, they will NOT be running any short ter
community after the first of the year. Simply pu
miscommunication and lack of information whe
We have come to an agreement that they will c
Any other rentals from here on out will be finec
actions will be taken to cease and desist.
If anyone requires any more information you ca
we are happy to discuss this with you.

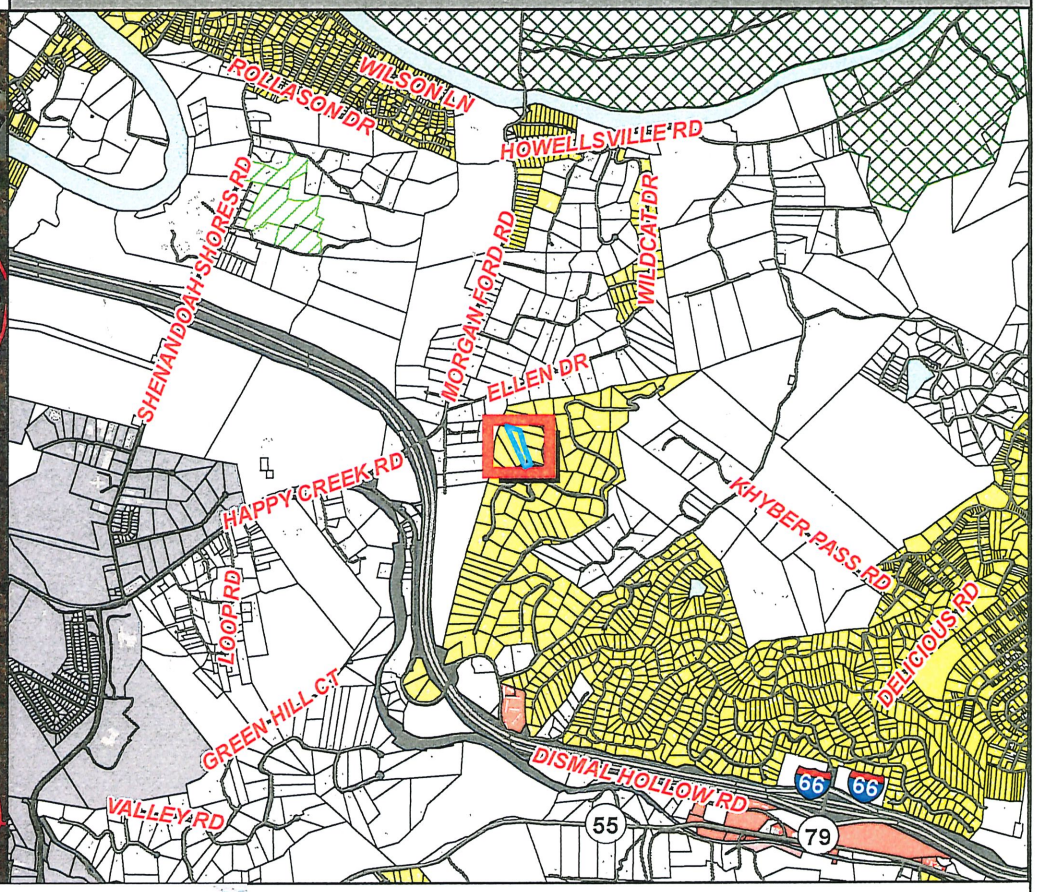
Get Outlook for iOS

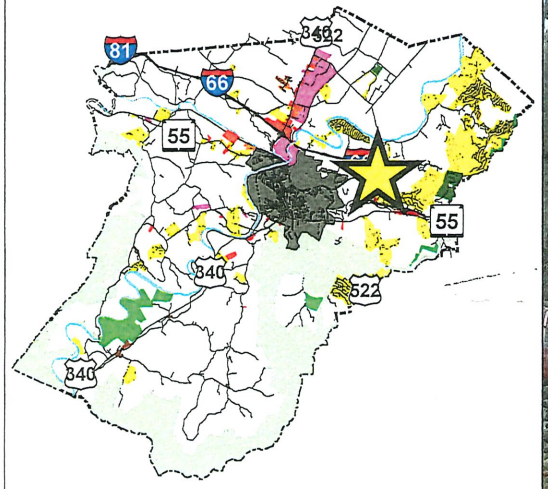
Warren County VA
CUP Location Map

Short Term Tourist Rental
Applicants: Katherine Stallings

T 2C-------69
Apple Mountain Lake West







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
2/01/2022	I - 8	Conditional Use Permit #2021-11-02 Dennis Flynn *Short-Term Tourist Rental*	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. Henry 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 5 – 0.

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 as determined according to the Health Department conditional 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.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Short-term Tourist Rental 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: 2021-11-02/ Short Term Tourist Rental
Dennis J. Flynn, *Applicant/ Owner*
Staff Report for the Planning Commission
Prepared: October 12th, 2021 **Revised: November 10th, 2021**
Staff: Matt Wendling, Deputy Planning Director/County Floodplain Manager

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SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a Short-term Tourist Rental for rental of the single-family dwelling for less than thirty days. The applicant has stated he would like to rent the lower portion of his house as a short-term tourist rental from Spring through the Fall from Thursdays through Sunday. He is primarily targeting users of the Appalachian Trail and those wanting to visit Shenandoah National Park and Skyline Drive. He plans to shuttle guests to the Town if necessary when they have no other options for transportation.

PROPERTY INFORMATION

Property Location: 484 Creek Rd.
Tax Map ID: # 39C – B-27
Magisterial District: South River
Subdivision: Lake Front Royal
Town/Village: Front Royal
Zoning: Residential One (R-1)
Acres: 1.12
Existing Land Use: Single Family Dwelling
Special Flood Hazard Area: The property and dwelling are in a Non-Floodzone "X" area.

SURROUNDING ZONING DISTRICTS & USES

North:	Residential One (R-1)	Use: Vacant Lot & Single Family Dwelling
South:	Residential One (R-1)	Use: Vacant Lot & Single Family Dwelling
East:	Residential One (R-1)	Use: Single Family Dwelling
West:	Residential One (R-1)	Use: Single Family Dwelling

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential One (R-1) zoning district and has no previous zoning violations or conditional use permits issued to the property.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural land uses which allows for a Short-term Tourist Rental by conditional use permit in the Warren County Zoning Ordinance Section §180-21. This property is located in a residential community located off Remount Road in which the trailhead to the Appalachian Trail is a short distance away. Short-term Tourist Rentals provide transient-lodging taxes to the County and are typically used by tourists visiting the area. This use complies with Chapter 6: Economic Development chapter, Goal V and the promotion of tourism objectives of the comprehensive plan.

PROPOSAL:

A Short-Term Tourist Rental is defined by the Warren County Zoning Ordinance as, *"A single-family dwelling not attached to any other dwelling by any means and located on an individual lot that is rented for compensation for periods of less than 30 days. See § 180-56.4 for supplementary regulations pertaining to short-term tourist rentals."*

SUPPLEMENTARY REGULATIONS FOR SHORT-TERM TOURIST RENTAL (Section 180-56.4 of the Warren County Zoning Ordinance):

These regulations are as follows:

A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.

B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however, the maximum number of occupants shall not exceed 10. **Staff has submitted a request for septic system information for the property for the septic system operational permit to WCHD. The tax records state the structure is three-bedroom dwelling which would allow for an occupancy of 6 persons. Staff will provide additional comments, if necessary, comments have been received from the Health Department.**

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D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. **The boundary lines shall be marked according to location shown on the survey.**

E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.

F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. **A change of use for a transient boarding facility for the property dwelling and an inspection will be required to verify if it meets all Building Code requirements for fire/smoke protection and a fire extinguisher.**

G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24-hour notice.

H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points

of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. **A Property Management Plan needs to be submitted and will be reviewed and approved by staff and all other requirements shall need to be met prior to a certificate of zoning for the business being issued. The applicant and his wife will be the acting property and ground managers.**

I. If the property is located within a subdivision governed by a Home-Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. **This property is located within a subdivision that is served by Lake Front Royal and a copy of the application was sent to the POA/HOA. The Lake Front Royal POA has submitted comments requesting the denial of the application due to issues of speed on roads, additional water usage for the well, monitoring of the property for compliance and setting a precedence for the first Short-term Tourist Rental in the subdivision.**

J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.

K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The applicants shall have this posted in the bedrooms and in their guest registration packet.**

L. A copy of Chapter §123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of this in their guest registration packet and have it posted in a common area of the dwelling.**

M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in Warren County Code Section §180-63.

N. All outdoor burning shall comply with Chapter §92 of the Warren County Code.

O. There shall be a minimum of 100 feet from the short-term tourist rental to all neighboring residences. **This dwelling meets the setback requirements to adjacent single-family dwellings which is 102' to the closest dwelling located to the northwest.**

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.

Staff recommends that, if the Planning Commission recommends approval of this application, the following conditions should be applied:

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 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.

Cc: Dennis J. Flynn, Applicant

Dennis J. Flynn, dba "ShortStops"

484 Creek Rd.
Front Royal, VA 22630
Office (703) 431-8210 Fax (540) 636-1232

October 6, 2021

Warren County Planning Commission

220 North Commerce Avenue

Suite 400

Front Royal, VA 22630,

Dear Commissioners;

This request is being made for a "Conditional Use Permit" so the owners (Dennis & Gail Flynn can utilize the lower portion of the dwelling as an "Air B&B" sanctioned facility for 3 seasons of the year (Spring, Summer & Fall), operating only on Thursdays through Sunday.

- County and State Taxes are paid directly from "Air B&B".
- Liability insurance is also covered by "Air B&B".
- The location of the property is conveniently located to the town of Front Royal and offer customers an easy access via local, regional transit
- To the businesses and services provided by the town of Front Royal and Warren County. Restaurants, sightseeing, Sections of Virginia "Wine Country", shopping and Historical information,
- Equally important, is an easy access to the very popular "Appalachian Trail", which has 2 different entrances (within 0.3 miles of the property).

Sincerely,

Dennis J. Flynn

WCCUP-000142-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-11-02
Date Received: 10-7-2021
Fee Amount: $ 500.00 CK# 7563
Date Paid: 10-7-2021

Applicant Information:

Dennis Flynn
Applicant Name

484 Creek Rd. | Front Royal | Virginia | 22630
Address | *City* | *State* | *Zip*

Property Location for conditional use permit if Different than Applicant's Address

(540) 636-7915 | dennis@settermountain.com
Primary Contact Number | *Email*

Property Owner (if same as applicant, leave blank)

Address | *City* | *State* | *Zip*

(540) 636-7915
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: 484 Creek Rd. Front Royal, VA 22630
(2) Election District: Cong, 06: Sen, 026: HSE, 018
(3) Tax Map Number: 39C B 27
(4) Subdivision Name: Lake Front Royal
(5) Total Area of Property (acres): 1.1
(6) Total Area to be Used (acres): 2000 square ft.
(7) Total Road Frontage (feet): 137.67 ft.
(8) Depth of Property (feet): 355.24ft.
(9) Present Zoning: Residental 1

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Seasonal Air B&B

(2) Current land use and condition of site: Fully Developed, Family Home

(3) Zoning of surrounding land/property: Residental

(4) Will development be staged? ☐ Yes ☒ No

(5) Construction Time: N/A

(6) Season, days, and hours of operation: Spring, Summer, Fall; Thurs. - Sun., as required

(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

(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: 5

(12) Number of parking spaces to be provided: Regular 3 Handicap 1

(13) What is the proposed landscaping and buffering for this property? Maintained and groomed front and back yards.

C. Plans Prepared By

Name: Dennis Flynn

Address: 484 Creek Rd. Front Royal, VA 22630

Telephone Number: (540) 636-7915

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) NO

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) NO

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) NO

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. N/A

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) NO

(6) What will be the impact on traffic? NO

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. N/A

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.

☒N/A **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.

☒N/A **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.

☒N/A **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.**

Route 522 South (Commerce Ave) approximately 4.5 mi. to "Lake Front Rd" (turn right).

At the "T" intersection, turn left on to "Creek Rd.". (route 717).

Approximately 0.1 mi., turn right into drive way (484 Creek Rd.)

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.

Dennis Flynn — Sept. 30, 2021

Applicant Signature — Date

Dennis Flynn — Sept. 30, 2021

Property Owner Signature — Date

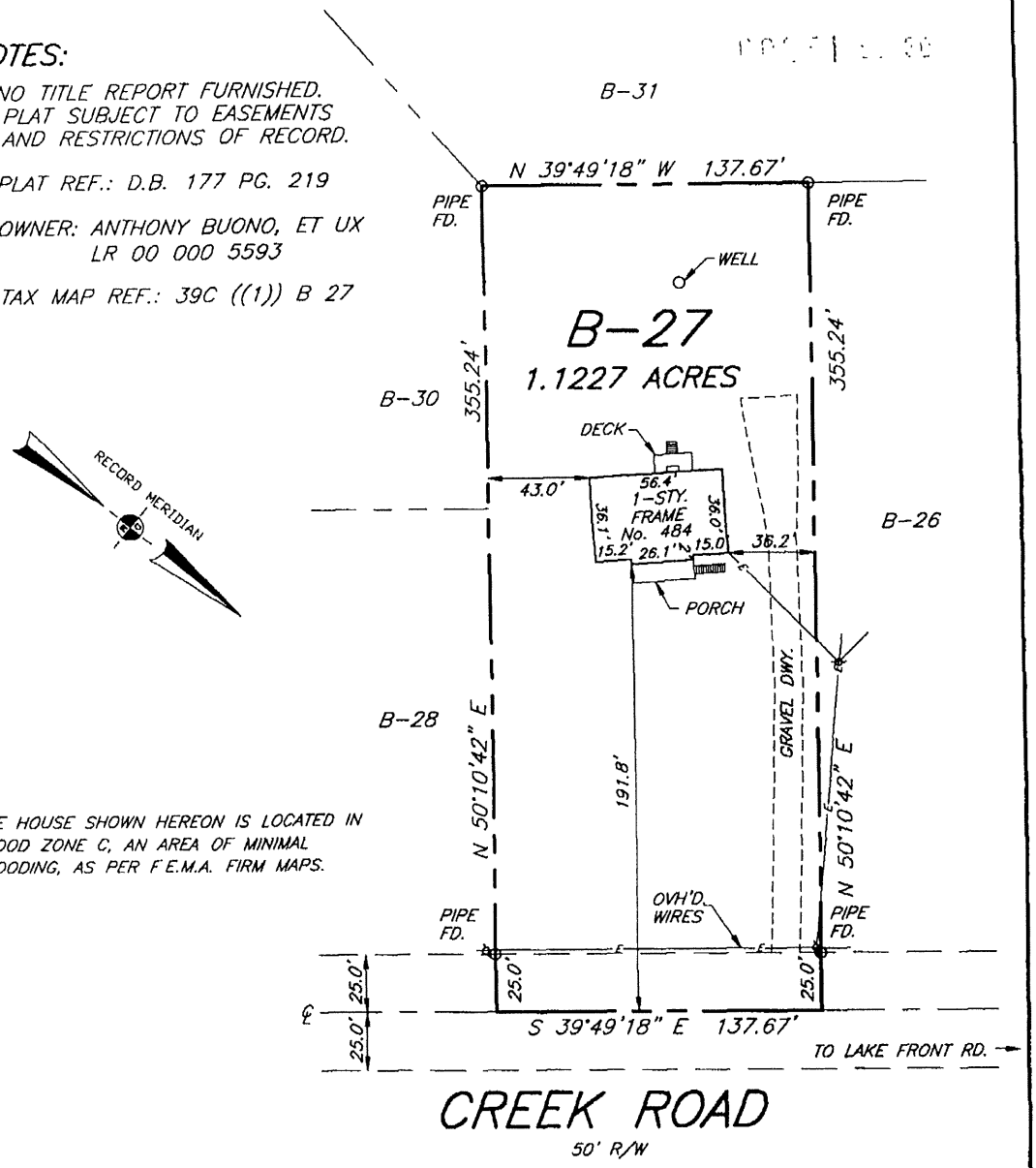
Accepted by: _____ Date: _____

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

NOTES:

1. NO TITLE REPORT FURNISHED. PLAT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
2. PLAT REF.: D.B. 177 PG. 219
3. OWNER: ANTHONY BUONO, ET UX LR 00 000 5593
4. TAX MAP REF.: 39C ((1)) B 27



THE HOUSE SHOWN HEREON IS LOCATED IN FLOOD ZONE C, AN AREA OF MINIMAL FLOODING, AS PER F.E.M.A. FIRM MAPS.

CREEK ROAD

50' R/W

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THIS PROPERTY ON THE GROUND; THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF; AND THAT THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES EXCEPT AS SHOWN.

COMMONWEALTH OF VIRGINIA
9-30-04
DARRYL G. MERCHANT
No. 001606
LAND SURVEYOR

DARRYL G. MERCHANT
CONSULTING LAND SURVEYOR
P.O. BOX 1508
FRONT ROYAL, VA 22630
540-636-4949

HOUSE LOCATION SURVEY

LOT B-27

SECTION "B"

LAKE FRONT ROYAL

HAPPY CREEK DISTRICT
WARREN COUNTY, VIRGINIA

DATE: 30 SEPTEMBER 2004 SCALE: 1" = 60'

04-F099 DWG. NO. AM-95R DM

Lord Fairfax Health District

LORD FAIRFAX HEALTH DISTRICT

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

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

December 27, 2021

Matt Wendling, Deputy Planning Director
Warren County Planning and Zoning
220 N Commerce Ave., Suite 400
Front Royal, Virginia 22630

RE: Request for Comments (2021-11-02)
Owner: Dennis Flynn

Dear Mr. Wendling,

I have reviewed your request for comments regarding the property at 484 Creek Rd. Front Royal, VA (Tax Map# 39C-B-27) and I offer the following comments:

1. There is a Construction Permit, ROI and Operation Permit on file for the referenced property dated 10/23/1989, 6/07/1990 and 7/23/1990 respectively.
2. The dwelling is served by a conventional septic system designed for Three (3) Bedrooms, Six (6) Occupants and 450 gallons per day.
3. The dwelling is served by a private Class IIIB Well. A sample of the water should be collected and tested by a state approved lab at least annually.
4. All refuse shall be placed in containers with tight-fitting lids.
5. Do not connect any Jacuzzi or hot tub discharge to the sewage disposal system.

Please contact me at (540) 635-3159 should you have any questions.

Sincerely,

Jim Davis
Environmental Health Supervisor

Chloe Phillips

From: David Beahm
Sent: Tuesday, October 12, 2021 2:51 PM
To: Chloe Phillips
Cc: Joe Petty; Paula Fristoe
Subject: Request for Comments R2021-11-02 – Dennis Flynn – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000142-2021

Comments R2021-11-02 – Dennis Flynn – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000142-2021:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.

- Building Inspections Items:
  - The use of the existing dwelling(s) for a "short-term rental" would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating as a short-term rental.
  - Given the timeframe that the structure was originally built it more than likely will require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

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.

Lake Front Royal Property Owners Association

115 Lake Front Rd., Front Royal, VA 22630

Comment on Short Term Tourist Rental

Dennis Flynn

484 Creek Rd.

Tax map 39c---B—27

Date: November 9, 2021

To: Matt Wendling

Warren County Department of Planning

From: Lake Front Royal Property Owners Association

Subject: Comment on Short Term Rental

The Lake Front Property Owners Association follows Warren County Supplemental Regulation § 180-56.4 Short-Term Tourist Rentals and we do not authorize short term rentals In accordance with paragraph I.:

[Added 4-17-2012]

We are a residential community, not a business community.

We have many reasons for not authorizing Short Term Rentals.

Just a few are:

1. We have no full-time employees to monitor ~~weather~~ whether all regulatory requirements are met. We would have to hire employees and increase the dues to all of our property owners.

2. Our roads are narrow, and we currently have issues with speeding and the difficulty of enforcing speed limits.

3. Several property owners have had issues with their wells and additional pressure on the aufer could cause wells to dry up.

4. We have received 15 or more requests for short term rentals in the past month, If we allow one we would have to allow all. This would drastically affect the face and safety of our community.

Robert Roush

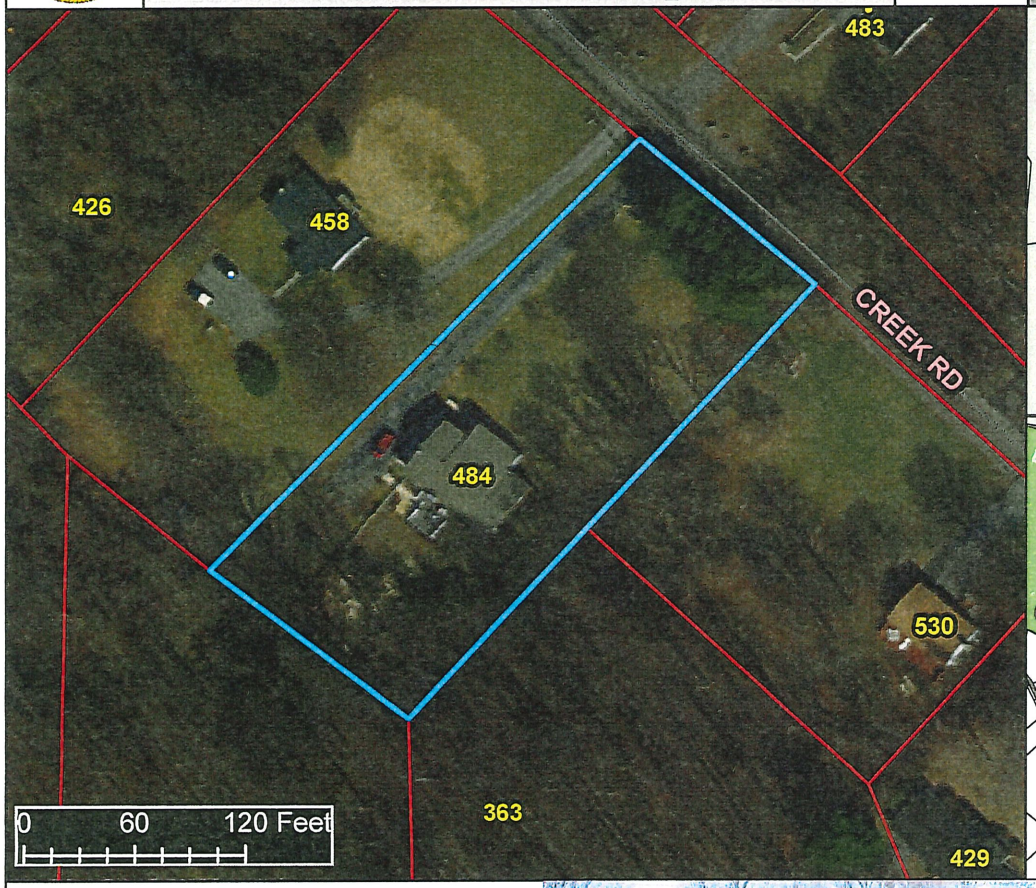
President – Lake Front Royal Property Owners Association.

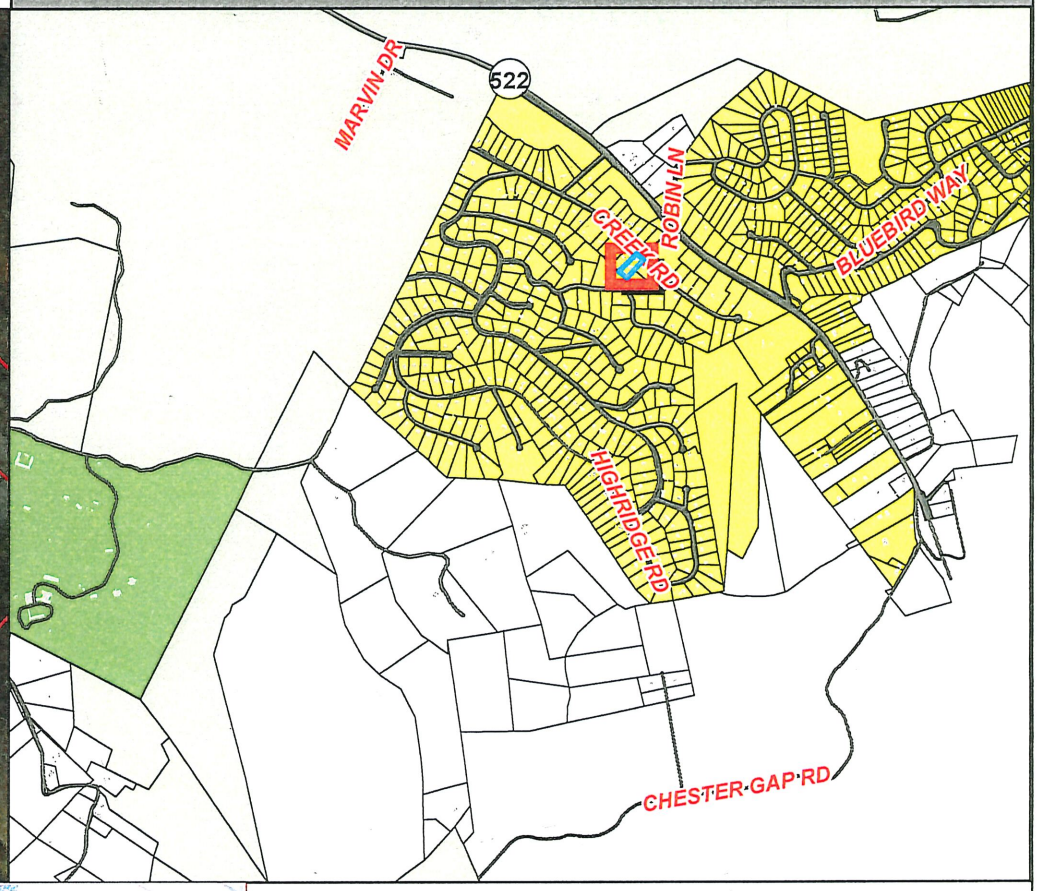
Warren County VA

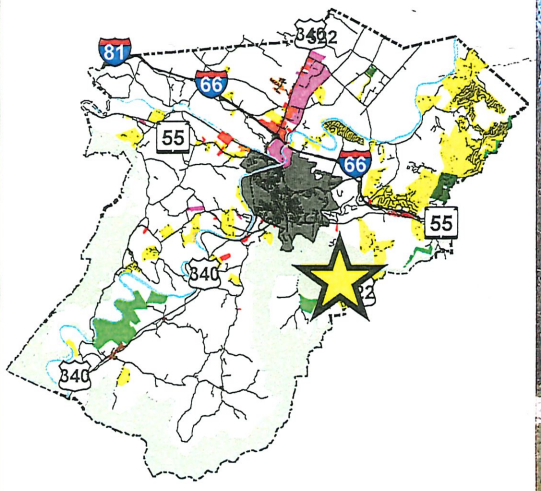
CUP Location Map

Short Term Tourist Rental
Applicants: Dennis Flynn

TL PC---B--27
Lake Front Royal Subdivision







Zoning

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

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
2/01/2022	I-9	Conditional Use Permit #2021-11-05 David Kondner *Short-Term Tourist Rental*

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, December 8, 2021, Mr. Henry moved to forward this application to the Board of Supervisors, recommending denial. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-1.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for a Short-Term Tourist Rental for advertisement of a public hearing.

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

Conditional Use Permit 2021-11-05: Short-Term Tourist Rental
Owner/Applicant: David W. Kondner
Prepared: November 1, 2021
Staff Contact: Joseph Petty, Planning Director

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental. The rental will be available for short-term visitations for individuals who will be visiting the Warren County area as the property is ideal for tourism given its access to the Shenandoah River. The owner/applicant currently lives in Warren County and plans to clean and maintain the property in between reservations. The applicant currently owns the adjoining property to the east located 167 Beckwith Drive.

The subject property does not meet the required setback of 100′ from the neighboring dwelling (owned by the applicant) which is approximately 30′ away. The subject property also does not meet the required setback of 100′ from the dwelling two parcels east which is approximately 88′ away. After the initial adoption of the short-term tourist rental ordinance the Board of Supervisor granted very few waivers to the 100′ setback, however most recently the Board has not approved any waivers to the setback regulation.

Given the recent amount of short-term rental applications and approvals that are able to meet Warren County Code §180-56.4.O requiring the 100′ setback, staff cannot support approval of this application given the Code as written and possible precedent that may be created.

PROPERTY INFORMATION

Property Location: 153 Beckwith Drive
Tax Map ID: 21B--1-1---R
Magisterial District: Shenandoah
Subdivision: Megeath
City: Front Royal
Zoning: Residential-One (R-1)
Acres: 0.2 Acres
Existing Land Use: Single-Family Dwelling

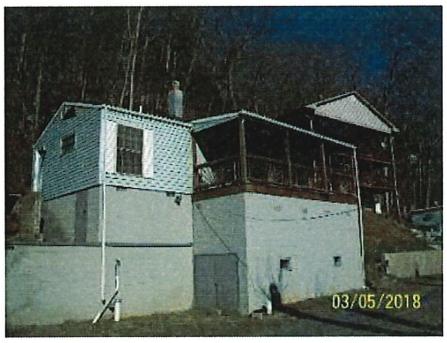
This property is in flood zone AE of the Special Flood Hazard Area (SFHA)

SURROUNDING ZONING DISTRICTS & USES

North: Residential-1 (R-1) — Use: Single-Family Dwelling
South: Shenandoah River — Use: Shenandoah River
East: Residential-1 (R-1) — Use: Single-Family Dwelling
West: Residential-1 (R-1) — Use: Vacant Lot

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential-1 zoning district. The property was subject to a zoning violation for operating without a conditional use permit, which has prompted the current request.



ATTACHMENTS

- ☒ Agency Comments
- ☒ Location Map
- ☒ Application
- ☒ Public Comments
- ☒ Health Permit
- ☐ Submitted Plans
- ☒ Letter from Applicant
- ☐ Other: _____

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. A short-term tourist rental is a use allowed by conditional use permit in the Residential-1 zoning district and is compatible with the current Warren County Zoning Ordinance.

SUPPLEMENTARY REGULATIONS

Warren County Zoning Ordinance: § 180-56.4: Short-term tourist rentals.

A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.

B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however the maximum number of occupants shall not exceed 10. **Our office is awaiting the response from the Health Department. The applicants have provided documents requesting a one-bedroom with a two-person maximum.**

C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. **There is sufficient parking for at least two vehicles in the driveway.**

D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. **The property is situated on an interior lot, with three sides bordering adjacent properties; two of which contain single-family dwellings. Most of the surrounding area is wooded land. The Shenandoah River is on the southern border of the property.**

E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.

F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. **The applicant shall obtain building permits to ensure the dwelling meets the current code requirements for fire protection systems.**

G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24 hour notice.

H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. **The PMP will be provided.**

I. If the property is located within a subdivision governed by a Home Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. **This property is not located within and HOA/POA.**

J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.

K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The property shall have the evacuation plan posted in each bedroom and in the guest registration packet.**

L. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of the ordinance in their guest registration packet and posted in a common area of the dwelling.**

M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in §180-63 of the Warren County Zoning Ordinance.

N. All outdoor burning shall be in compliance with Chapter 92 of the Warren County Code.

O. There shall be a minimum of 100′ from the short-term tourist rental to all neighboring residences. **This short-term tourist dwelling does not meet the setback requirement to adjacent single-family dwellings. The closest dwelling is 30′ to the east, with the next dwelling 88′ to the east.**

RECOMMENDED CONDITIONS

Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. *Please note that additional conditions may be added after all agency comments have been received, prior to the Planning Commission public hearing.*

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four as determined according to the Health Department operational permit for a two-bedroom dwelling.
3. The applicants shall have the well/drinking 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.
7. A waiver to the required setback of 100′ to the adjacent property dwelling shall be granted for the existing 30′ and 88′ setback to the dwellings east of the subject property.
   **** Waiver has been requested by the applicant***

Cc: David Kondner – Owner/Applicant

Supplemental information accompanying the "Warren County Conditional Use Permit Application" submitted by David Kondner, Sr

for property 153 Beckwith Dr., Front Royal, VA 22630

Statement of Justification:

I am seeking permission for the continued use of 153 Beckwith Drive as a "Short-Term Tourist Rental". As a short-term rental, the property facilitates tourism in the Front Royal area (hiking, fishing, downtown, historic). The property is located toward the end of a dead-end street and is flanked by a vacant lot ("Lot Q" to the left) and another property I own ("Lot S" on the right). The only real neighbor in proximity is at 179 Beckwith (Lot T), and the owner has verbally indicated his support for usage as an AirBnB in the past.

Site Plan Survey: Submitted with Application

Sewage Disposal and Well Site: Marked on Survey

Copy of Deed: Submitted with Application

Proof that Real Estate Taxes Paid: Submitted with Application

Environmental/Community Impact Statement: Minimal if any.

List of Chemical stored Onsite: None.

Location Map: See submitted Survey Map

Directions to property: See application.

WCCUP.000145.2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021.11.05
Date Received: 10.18.21
Fee Amount: $ 500.00 #1126
Date Paid: 10.18.21

Applicant Information:

DAVID W KONDNER, SR.
Applicant Name

999 OSPREY LANE, FRONT ROYAL, VA 22630
Address *City* *State* *Zip*

153 BECKWITH DRIVE, FRONT ROYAL, VA 22630
Property Location for conditional use permit if Different than Applicant's Address

571-488-4449 david@MSGF1.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: 153 BECKWITH DR., FRONT ROYAL, VA 22630
(2) Election District: SHENANDOAH
(3) Tax Map Number: 21 B 11 R
(4) Subdivision Name: BENNY MEGEATH
(5) Total Area of Property (acres): .2
(6) Total Area to be Used (acres): .2
(7) Total Road Frontage (feet): 55.59 ft
(8) Depth of Property (feet): 120.34 ft
(9) Present Zoning: R

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: SHORT-TERM TOURIST RENTAL

(2) Current land use and condition of site: RESIDENTIAL

(3) Zoning of surrounding land/property: R1

(4) Will development be staged? ☐ Yes ☐ No N/A

(5) Construction Time: N/A

(6) Season, days, and hours of operation: YEAR-ROUND, BUT MAINLY SUMMER

(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: NONE

(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: 2 (1 BEDROOM HOUSE)

(12) Number of parking spaces to be provided: Regular 4 Handicap _____

(13) What is the proposed landscaping and buffering for this property? N/A

C. Plans Prepared By

Name: DAVID KONDNER, SR.

Address: 999 OSPREY LANE, FRONT ROYAL, VA 22630

Telephone Number: 571-488-4449

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?)
NO

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) No

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) No

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. NO

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) No

(6) What will be the impact on traffic? MINIMAL TO NONE

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. LED SOLAR LIGHTS (3) TO LIGHT STAIRS GO THE PROPERTY.

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.**

RT 340 NORTH, PAST WALMART/LOWES
RIGHT ON ROCKLAND RD
RIGHT ON BENNY BENCH RD
RIGHT ON OLD DAM RD.
LEFT ON BECKWITH, PROPERTY IS THE NEXT-TO-LAST ON BECKWITH

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.

David Wm Konder, Sr. 10/12/21

Applicant Signature Date

David Wm Konder, Sr. 10/12/21

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

_____

_____

_____

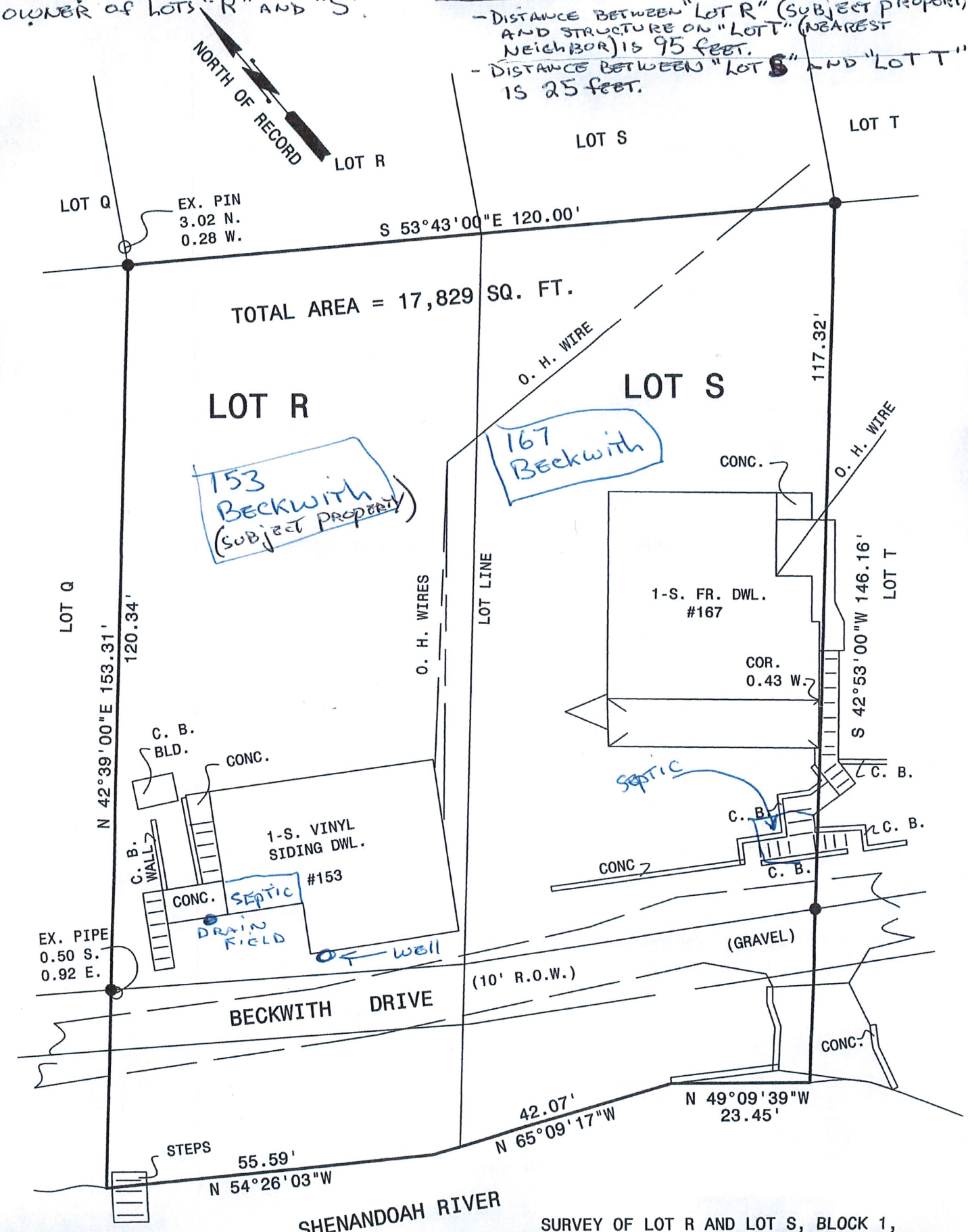
_____

_____

_____

DAVID KONDNER IS THE OWNER OF LOTS "R" AND "S".

DISTANCES BETWEEN STRUCTURES:
- DISTANCE BETWEEN "LOT R" (SUBJECT PROPERTY) AND STRUCTURE ON "LOT T" (NEAREST NEIGHBOR) IS 95 FEET.
- DISTANCE BETWEEN "LOT S" AND "LOT T" IS 25 FEET.



● DENOTES IRON PIN SET
○ DENOTES EXISTING PIN OR PIPE
NOTE -SUBJECT TO FLOODING.

SURVEY OF LOT R AND LOT S, BLOCK 1, BENNY MEGEATH LOTS RECORDED IN P. B. 1, PG. 169.

SHENANDOAH MAGISTERIAL DISTRICT

WARREN COUNTY, VIRGINIA

Joe Petty

From: David Beahm
Sent: Thursday, October 28, 2021 11:20 AM
To: Chloe Phillips
Cc: Joe Petty; Paula Fristoe
Subject: Request for Comments 2021-11-05 – David Kondner, Sr. – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000145-2021

Comments 2021-11-05 – David Kondner, Sr. – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000145-2021:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.

- Building Inspections Items:
  - The use of the existing dwelling(s) for a "short-term rental" would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating as a short-term rental.
  - Given the timeframe that the structure was originally built it more than likely will require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

If anything should change in the scope additional requirements may be required.

Respectfully,

Warren County Building Inspections Of

David C. Beahm, CBO
Building Official

220 North Commerce Ave
Suite
Front Royal, VA 22
540/636-9
FAX 540/636-4

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.

Joe Petty

From: [redacted]
Sent: Friday, December 3, 2021 4:38 PM
To: Joe Petty
Subject: public hearing

public hearing'''' on 153 beckwith front royal va. on dec 8th

Four close neighbors talked about the public hearing on dec 8th.Dave has been renting #153 properety almost all summer. The things we have observed over the summer.Trespassing due too parking fishing and walking on land not belonging to dave. speeding a big safety concern. we all have seen this many times.theft is a big concern also. we had some items missing which has never happened in the past 30 years.Also keeping the right a way open on the road This is a community maintained rd .Which Dave has not contributed any money too the road fund.Most of the neighbors due not want to come to the hearing because of retaliation.

Any questions

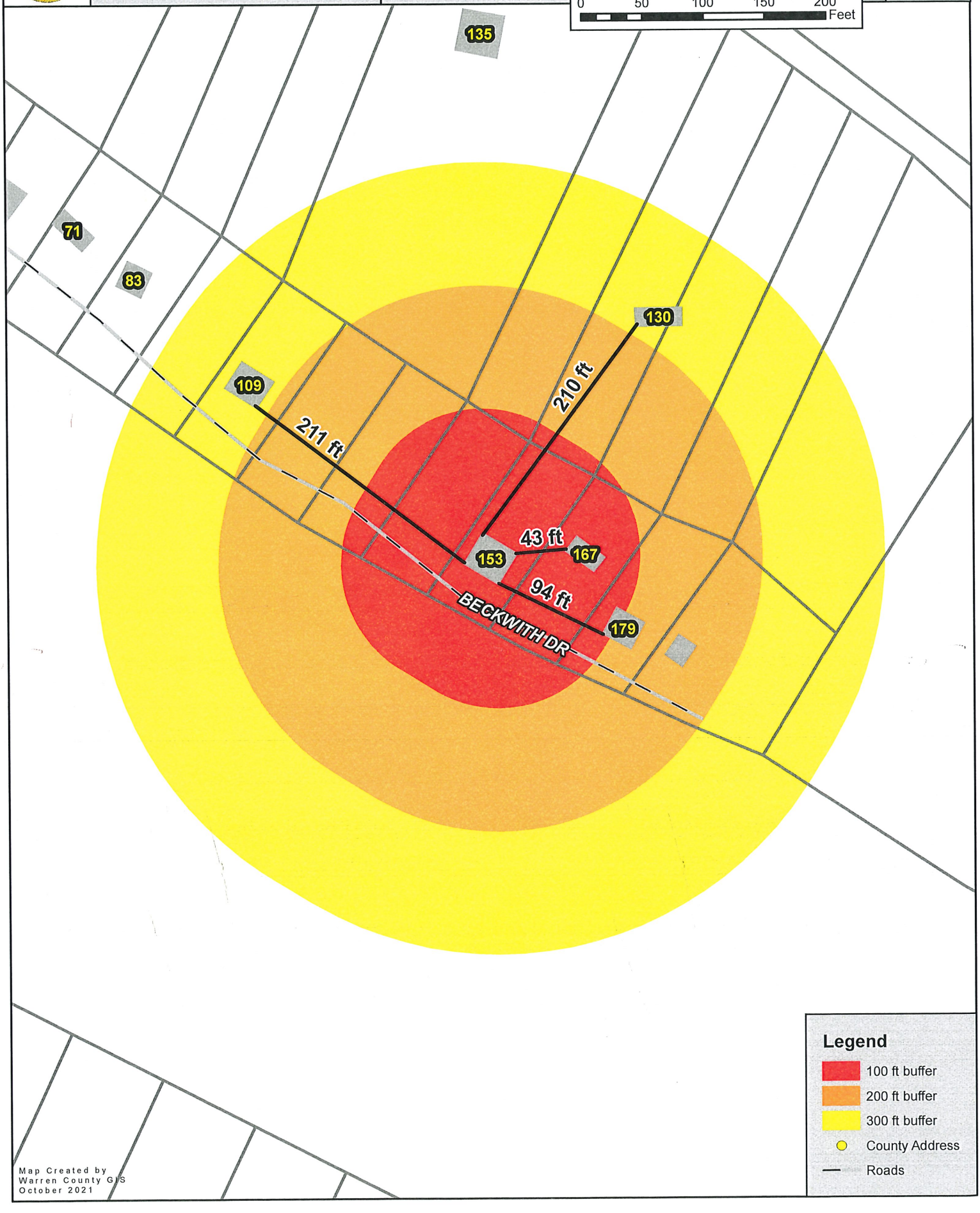
you can call [redacted] at [redacted].....

Warren County, VA
2021

153 Beckwith Drive
TM 21B--1-1---R

Distance to Surrounding Homes
1 inch = 100 feet

0 50 100 150 200 Feet



Map Created by
Warren County GIS
October 2021

153 Beckwith Road

October 19, 2021

1:1,128

0 40 80 160 ft

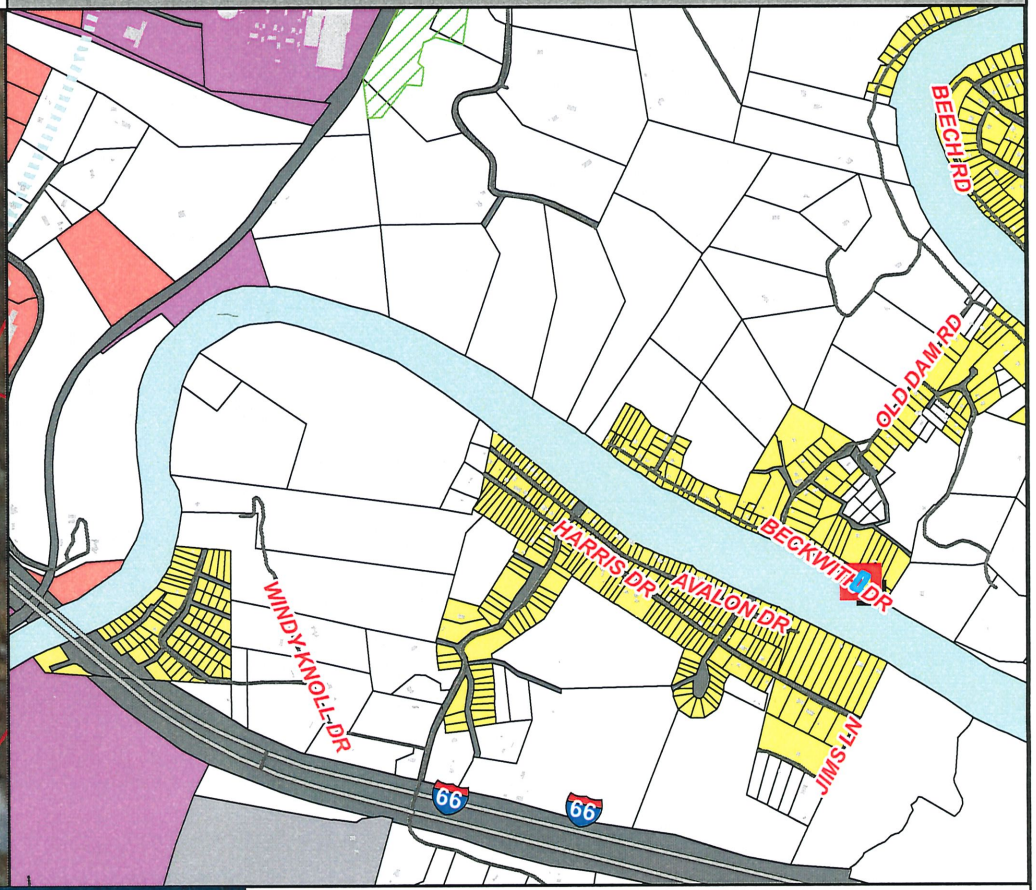
0 12.5 25 50 m

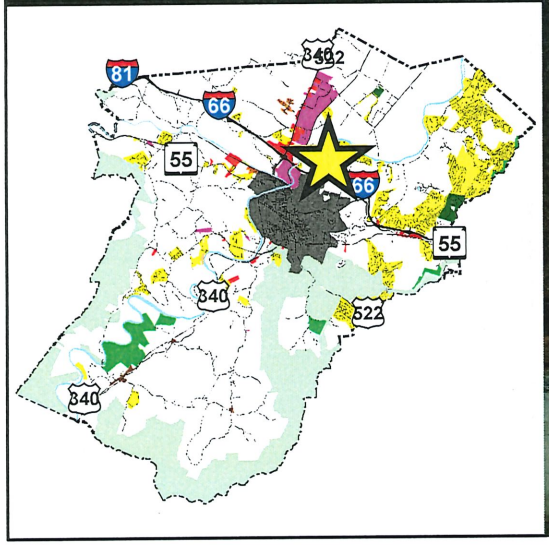
Virginia Geographic Information Network (VGIN)

Warren County VA
CUP Location Map

Short-Term Tourist Rental
Applicants: David Kondner

TM 21B--1-1---R





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
2/01/2022	I-10	Conditional Use Permit #2021-11-07 Danielle & David Kibiloski *Bed & Breakfast*	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. Henry 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 5 – 0.

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 and septic system.

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. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times.

6. The property owner shall provide transportation for guests to and from the property.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Bed & Breakfast 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: 2021-11-07/ Bed & Breakfast
Danielle & David Kibiloski, *Applicants/ Owners*
Staff Report for the Planning Commission
Prepared: October 20, 2021, **Revised: December 13, 2021**
Staff: Matt Wendling, Deputy Planning Director/County Floodplain Manager MW

SUMMARY OF REQUEST

The applicants are requesting a conditional use permit for a "Bed and Breakfast" for rental of rooms in their single-family dwelling for less 14 days or less. In the statement of justification, the applicants state that their B&B will serve the through hikers on the Appalachian Trail from April through July. They plan to have a transport service to pick up the hikers at the trailhead and bring them to both the residence and the downtown area for shopping and dining at some of the local eateries. This would allow their guests to replenish their supplies and food for the continuation of there journey. They will offer, hot showers, a warm bed and a hearty breakfast to get them on their way. The applicants feel that the A.T. is an important resource for both local hikers and through hikers and also an economic resource for the community businesses and tourism venues. They have designated the business as a 401-3c in order to make contributions of some of their profits to the Northern Virginia 4-H Center Endowment fund to benefit youth campers coming to the 4-H Center.

PROPERTY INFORMATION

Property Location: 990 Hillandale Rd.
Tax Map ID: # 30C-1-5-50
Magisterial District: South River
Subdivision: Green Hill Forest
Town/Village: Front Royal
Zoning: Agricultural (A)
Acres: 5.01
Existing Land Use: Single Family Dwelling
Special Flood Hazard Area: The property and dwelling are in a Non-Floodzone "X" area.

SURROUNDING ZONING DISTRICTS & USES

North:	Agricultural (A)	Use: SFD with Woodlands
South:	Agricultural (A)	Use: SFD with Woodlands
East:	Agricultural (A)	Use: SFD with Woodlands
West:	Agricultural (A)	Use: SFD with Woodlands

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district and has no previous zoning violations.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural land uses which allows for a Bed and Breakfast by conditional use permit in the Warren County Zoning Ordinance Section §180-21. This property is located in an area with single family dwellings and forest and is in a subdivision served by private roads. Bed and Breakfast establishments provide transient-lodging taxes to the County and are typically used by tourists visiting the area. This use complies with Chapter 6: Economic Development chapter, Goal V and the promotion of tourism objectives of the comprehensive plan.

PROPOSAL:

A Bed and Breakfast is defined by the Warren County Zoning Ordinance as, *"An establishment operated for the purpose of providing overnight accommodations for no more than 20 transient guests staying no more than 14 days, with common rooms (living, dining, etc.) available for use by the guests, a complimentary breakfast included and the owner or manager living on the premises."*

THERE ARE NO SUPPLEMENTARY REGULATIONS FOR BED AND BREAKFAST ESTABLISHMENTS

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.

Staff recommends that, if the Planning Commission recommends approval of this application, the following conditions should be applied:

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 and septic system.**

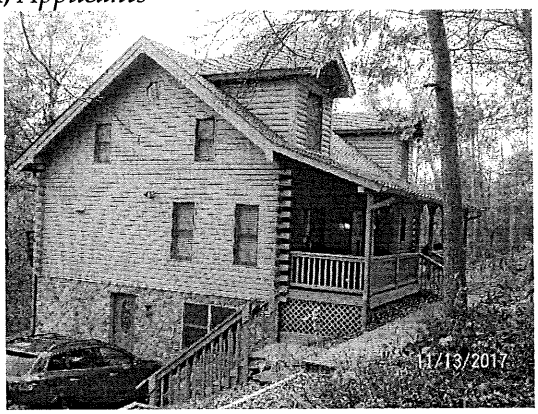
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.

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. **Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times.**

6. **The property owner shall provide transportation for guests to and from the property.**

Cc: Danielle & David Kibiloski, *Applicants*



Warren County Planning Commission

October 19, 2021

Dear Commission Members,

My wife, Danielle, and I would like to obtain a Bed and Breakfast permit in order to live a lifelong dream—giving back to the Appalachian Trail Community. Our Bed and Breakfast will cater mainly to hikers from April to July as it is the busiest time for the trail and allows us to live a "normal" life outside of this timeframe.

Our mission is to promote the outdoors as a singular way to improve the lives of children. Some of the profits and all donations will go to this end. This past year we had several hikers stay with us free of charge and received $1,000 in donations for the cause. The donated money will go to the 4-H Center's emerging J. Vincent and Evelyn R. Stanton Northern Virginia 4-H Center Endowment. Proceeds from the endowment will go directly towards subsidizing the cost of 4-H Camp for youth throughout Northern Virginia. This is consistent with our mission.

We are also passionate about the community we live in. The abundance of locally owned businesses makes "showing off" the town to hikers so easy. We transport the hikers to town every afternoon where they eat at the many fine restaurants (Spelunkers is raved about), replace gear at Mountain Trails Outfitter, purchase food for their hike, and generally enjoy being off the trail.

We look forward to working with the Commission to make this dream a reality. Thank you for your kind consideration.

Warm Regards,

David and Danielle Kibiloski
CEO

WCCUP-000147-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-11-07
Date Received: 10/19/2021
Fee Amount: $ 500.00
Date Paid: 10/19/2021 CK# 1429

Applicant Information:

Danielle + David Kibiloski
Applicant Name

990 Hillandale Road | Front Royal | VA | 22630
Address | *City* | *State* | *Zip*

Same as above
Property Location for conditional use permit if Different than Applicant's Address

703-470-1654 | david.kibiloski@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: 990 Hillandale Rd. Front Royal, VA 22630
(2) Election District: 201
(3) Tax Map Number: 30C-1-5-50
(4) Subdivision Name: Green Hill Forest
(5) Total Area of Property (acres): 5.01
(6) Total Area to be Used (acres): ≤ 1 ACRE
(7) Total Road Frontage (feet): 200
(8) Depth of Property (feet): 1000
(9) Present Zoning: Agricultural

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Bed and Breakfast

(2) Current land use and condition of site: RESIDENTIAL

(3) Zoning of surrounding land/property: AGRICULTURE

(4) Will development be staged? ☐ Yes ☒ No

(5) Construction Time: N/A

(6) Season, days, and hours of operation: _____

(7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)

(8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO

(9) Number of full time employees: 1

(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: 10

(12) Number of parking spaces to be provided: Regular 1 Handicap 1

(13) What is the proposed landscaping and buffering for this property? NONE. NATURAL BOUNDARY OF TREES SURROUND PROPERTY

C. Plans Prepared By

Name: _____

Address: _____

Telephone Number: _____

D. Environmental Information

(1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) _____

(2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) _____

(3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) _____

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. _____

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) _____

(6) What will be the impact on traffic? _____

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. _____

The following documents and/or information are required to be submitted with the application:

☑ **An application fee of $500.00.**

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.** PLAT

Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.

☑ **Sewage Disposal and Well Site.**

Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.

☐ **A copy of the deed to the property verifying the current ownership.**

A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.

☐ **A statement verifying that real estate taxes have been paid.**

This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.

☐ **Environmental and Community Impact Statements**

N/A The Planning Director, the Planning Commission, and\or the Board of Supervisors reserve the right to ask for an environmental and\or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.

☐ **List of chemicals stored on the site**

N/A A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.

☐ **Location Map**

N/A A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

☐ **Directions to your property from the Warren County Government Center.**

SOUTH ON COMMERCE. LEFT ON JOHN MARSHALL HIGHWAY. LEFT ON HILLANDALE RD. RIGHT @ 990 HILLANDALE RD.

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: October 19, 2021

Property Owner Signature — Date: October 19, 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

DRAINFIELD LOCATION SURVEY
LOT 50, SECTION 5,
GREEN HILL FOREST,
DEED BOOK 202 PAGE 617,
HAPPY CREEK DISTRICT,
WARREN COUNTY, VIRGINIA

SCALE:	DATE:	PREPARED BY:
1" = 60'	JANUARY 25, 2021	PIONEER LAND SURVEYS PLC P.O. BOX 1012, FRONT ROYAL, VA 22630 PH 540 631-0700
JOB: W21-13	PAPER SIZE: 18" X 24"	

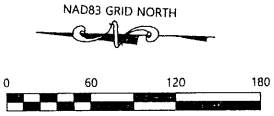
DRAWING FILE: 990 HILLANDALE RD SURVEY.dwg

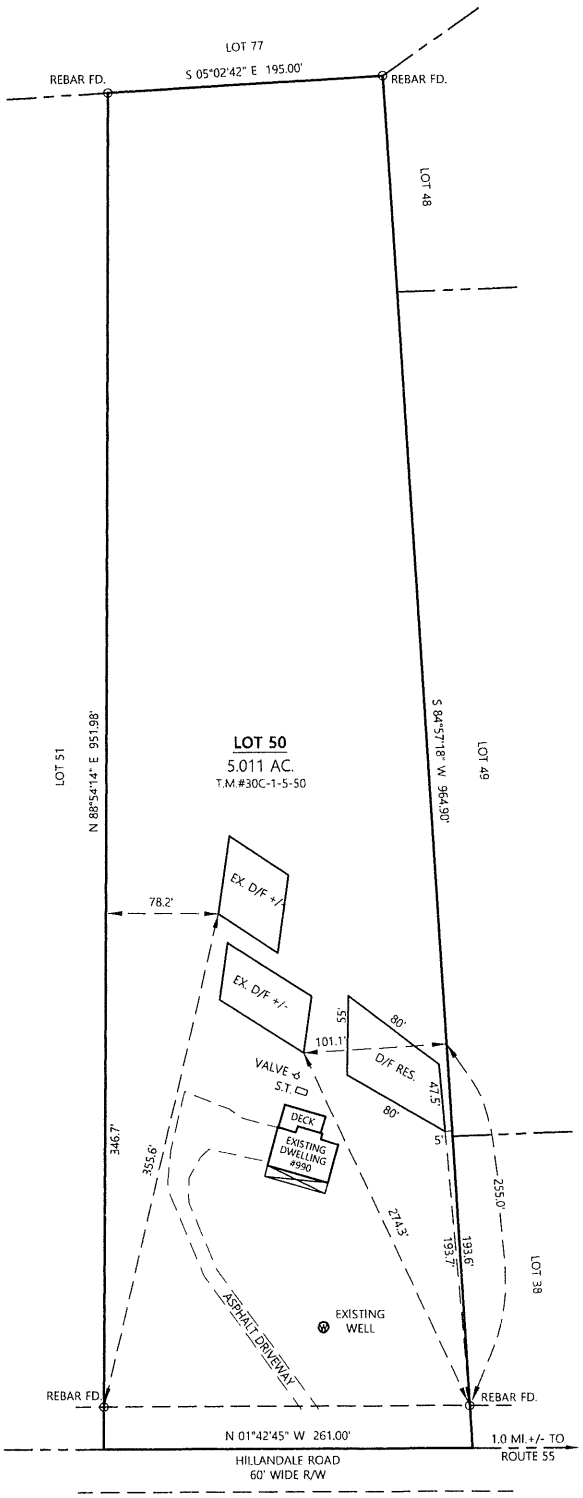
SHEET: 1 OF 1

CURRENT OWNER: DAVID & DANIELLE KIBILOSKI INST.#200004968

NOTES:
1 THE LAND BOUNDARY SHOWN HEREON WAS TAKEN FROM SURVEY OF RECORD PERFORMED BY JOSEPH BROGAN, SR. RECORDED IN DEED BOOK 202 PAGE 617 AND ROTATED TO NAD 83 GRID NORTH. A CURRENT LAND BOUNDARY SURVEY WAS NOT PERFORMED BY THIS OFFICE ON THE ENTIRE PARCEL.
2. THIS PROPERTY IS SUBJECT TO ANY ADDITIONAL EASEMENTS THAT MAY NOT BE SHOWN HEREON.
3. ZONED: AGRICULTURAL

COMMONWEALTH OF VIRGINIA
01/25/21
PRESTON M. HUMPHREYS
Lic. No. 3232
LAND SURVEYOR





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

December 28, 2021

Matt Wendling, Deputy Planning Director
Warren County Planning and Zoning
220 N Commerce Ave., Suite 400
Front Royal, Virginia 22630

RE: Request for Comments (2021-11-07)
Owner: Danielle & David Kibiloski

Dear Mr. Wendling,

I have reviewed your request for comments regarding the property at 990 Hillandale Rd. Front Royal, VA (Tax Map# 30C-1-5-50) and I offer the following comments:

1. **There is a Construction Permit, ROI and Operation Permit on file for the referenced property dated 4/26/1990, 4/02/1991 and 9/23/1991 respectively. A Repair Permit was issued on 10/29/1992 to install additional trenching and a ROI dated 5/14/1993 is on file. A Repair Permit was issued on 4/21/2014 to replace a distribution box and that was inspected.**
2. **The dwelling is served by a Conventional Onsite Sewage System (COSS). The COSS is designed for Two (2) Bedrooms, Four (4) Occupants and 300 gallons per day. A Conditional Permit was issued on 9/11/2013 that allowed for Four (4) Bedrooms, Four (4) Occupants, 300 gallons per day.**
3. **A Construction Permit was issued on March 24, 2021 that allows for the COSS to be converted to an Alternative Onsite Sewage System (AOSS) that would accommodate a Five (5) Bedroom dwelling with Ten (10) occupants and a design flow of 750 gallons per day. There is no documentation indicating the upgrades have been made. This permit will expire on 9/25/2022.**
4. **The dwelling is served by a private Class IIIB Well. A sample of the water should be collected and tested by a state approved lab at least annually.**
5. **In order to operate a Bed & Breakfast, the applicant will need to have a Food Service Permit issued by this office.**
6. **Do not connect any Jacuzzi or hot tub discharge to the sewage disposal system.**

Please contact me at (540) 635-3159 should you have any questions.

Sincerely,

Jim Davis
Environmental Health Supervisor

Chloe Phillips

From: David Beahm
Sent: Wednesday, October 20, 2021 3:03 PM
To: Chloe Phillips
Cc: Joe Petty; Paula Fristoe
Subject: Request for Comments 2021-11-07 – Danielle & David Kibiloski – Conditional Use Permit for Bed & Breakfast – WCCUP-000147-2021

Comments 2021-11-07 – Danielle & David Kibiloski – Conditional Use Permit for Bed & Breakfast – WCCUP-000147-2021:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.

- Building Inspections Items:
  - The use of the existing dwelling for a "Bed & Breakfast" would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating it as a Bed & Breakfast.
  - Given the timeframe that the structure was originally built it more than likely will require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

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.

Scott and Lisa Jenkins
Anything's Possible, LLC
3471 Remount Road
Front Royal, VA 22630
(540) 692-6198

April 18, 2021

TO: Warren County Board of Supervisors
RE: Support for David and Danielle Kibiloski's application to operate Stumble Inn Bed & Breakfast

We write to you today to express our support for David and Danielle Kibiloski's submission to operate a Bed & Breakfast at their residence, 990 Hillandale Road, Front Royal, VA 22630. During the course of 2020, we had a chance to get to know David and Danielle and found that we share a passion for hiking, spending time in the mountains, and supporting Appalachian Trail hikers. As they described their experience as seasoned thru-hikers and explained their vision for a hiker-focused B&B in Warren County, we heard echoes of the same enthusiasm we felt in 2012/2013 as we embarked on establishing Mountain Home B&B. Since we began operations in 2014, our enthusiasm has only grown. Our commitment to making Warren County a preferred destination for hikers and other outdoor enthusiasts is stronger than ever, and we see Stumble Inn as an excellent complement to the services we offer here at Mountain Home.

Not only is there room in Warren County for another hiker-focused B&B, there is an overriding need. When we first started operation, there was a hostel operating a couple of miles away, just over the Rappahannock/Warren County line. We were able to work together to take care of hikers and make sure they had a place to stay and a ride into town for resupply/meals. That hostel closed in 2019 and last year, even with pandemic-induced reductions in hiker volume, we found ourselves having to turn away hikers when we reached full capacity. Many of those turned away decided to hike on, foregoing a night's stay in County lodging and missing out on the pleasure of dining in one of our community's many fine restaurants. Each hiker spends money, easily $50-$100/day, when they stay overnight in Warren County, and in a normal year, we are likely to see thousands of hikers. This translates into customers for local businesses and tax revenue for our community. The scarcity of hiker-focused lodging hurts Warren County's

economy. The Kibiloski's B&B will help fill this gap in hiker services, benefitting hikers and the local economy.

Since 2012, Warren County has been an official Appalachian Trail Community. More than 20 local businesses are official AT Community Supporters. These are businesses that recognize the value AT hikers bring to Warren County and that pledge to support the hiking community in a variety of ways. David and Danielle have joined our AT Community as Supporters. They have come to Warren County to set down roots and to contribute to the vitality that makes this a great place to live (and visit). They recently renovated their residence, specifically to facilitate a safe, warm, and welcoming environment for overnight guests. Their property's location is well-suited for the services they seek to offer. We urge the Warren County Board of Supervisors to approve their request to open a Bed & Breakfast.

Regards,

Scott and Lisa Jenkins
Mountain Home Bed & Breakfast
3471 Remount Rd.
Front Royal, VA 22630

Susan J. Tschirhart
327 Skyline Place
Front Royal, VA 22630
703-907-9662

April 17, 2021

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

Re: Stumble Inn
Owners/Operators: David and Danielle Kibiloski
Address: 990 Hillandale Avenue
Front Royal, VA

To Whom It May Concern:

Please accept this letter in support of the application of David and Danielle Kibiloski relative to their new bed-n-breakfast business, Stumble Inn, located at the above Address.

I had the distinct pleasure of welcoming David and Danielle to the local Appalachian Trail Community during a tour of the Stumble Inn property and hear of their vision and desire to be engaged, collaborative partners in our community. The care they took in developing their property shows a good understanding of the lodging industry as well as the specific and unique needs of the hiking community. Their choice to establish their business here proves that there is much opportunity when we harness our local natural assets for economic development.

What a wonderful addition to our community and I hope you approve their application with great confidence that they will be good busines owners, partners and neighbors.

Respectfully,

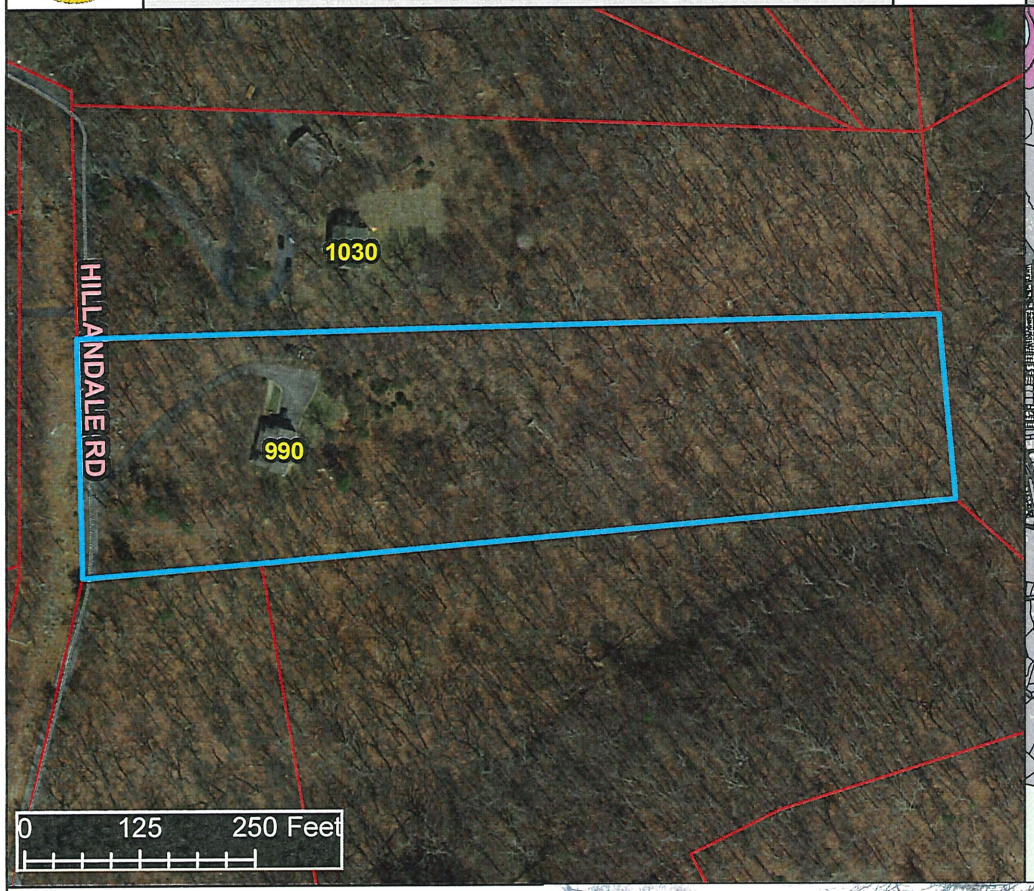
Susan J. Tschirhart

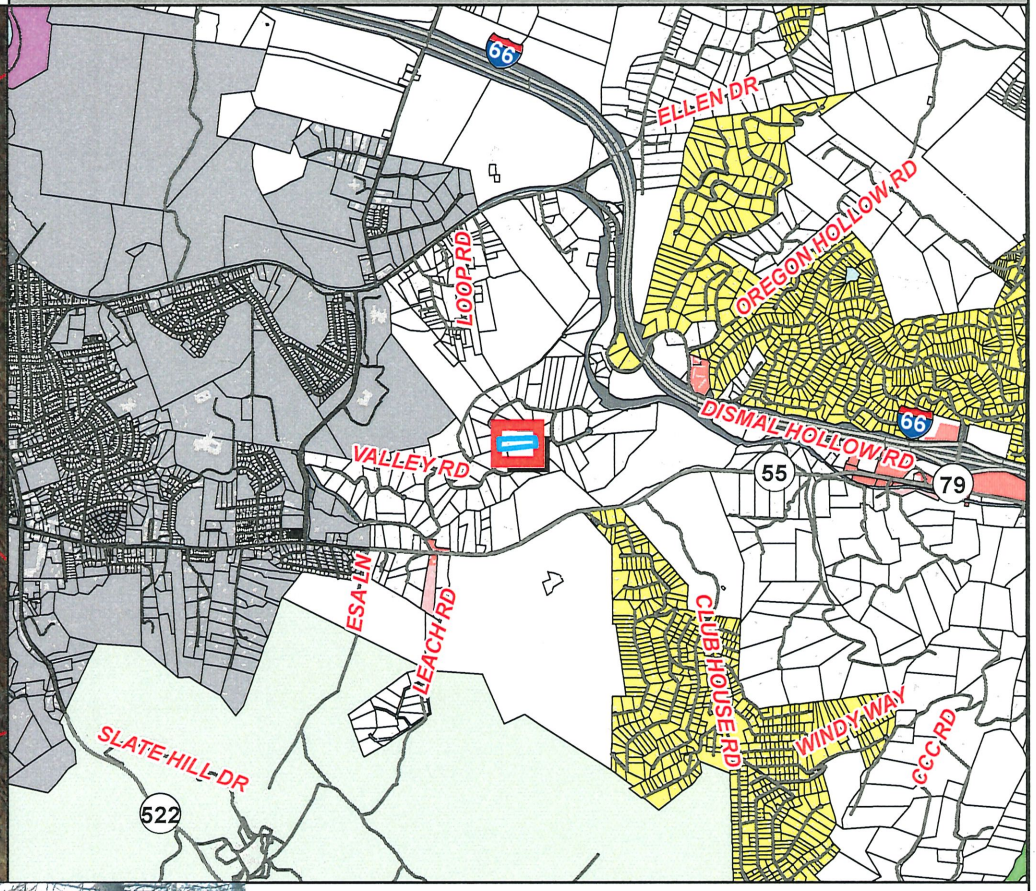
Chair: Front Royal-Warren County Appalachian Trail Community
Principal/Guide: Next Bend Adventures, LLC
Advisor: Venturing Crew 247
Host: Third Thursdays, Exploring the Outdoors

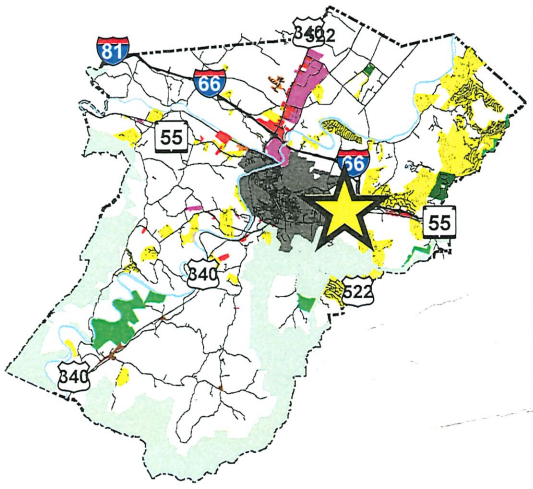
Warren County VA
CUP Location Map

ed and Breakfast
Applicants: David Kibiloski

TL C--1-5--50
Green Hill Forest Subdivision







Zoning

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

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
2/01/2022	土-11	Conditional Use Permit #2021-12-02 John Lavoie *Short-Term Tourist Rental*	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:

At the Planning Commission meeting held January 12th Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval with the conditions listed below. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 5 – 0.

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.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request for a Short-term Tourist Rental 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: 2021-12-02/ Short Term Tourist Rental
John Lavoie, *Applicant/ Owner*
Staff Report for the Planning Commission
Prepared: November 23rd, 2021 **Revised: January 12, 2022**
Staff: Matt Wendling, *Deputy Planning Director/County Floodplain Manager*

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a Short-term Tourist Rental for rental of the single-family dwelling for less than thirty days. The applicant recently purchased the property in January 2021 and would like to be able to offset the costs for maintenance, insurance and the mortgage by renting short term. The applicant states he plans to operate the rental part-time since he and his family will be using it for their own personal use as a second home to enjoy Warren County and the Shenandoah Valley. He intends to have an active role in managing the rental but has retained an experienced management company, "Stay Bnb DC" which has managed other local properties in the area. The owner plan to make a number of improvements to the current 1 room hunter's cabin and expand it to 2 bedrooms, 2 bath and other living quarters. There also will be improvement to the property grounds by installing landscaping for screening and privacy fencing.

PROPERTY INFORMATION

Property Location: 1196 Old Oak Ln.
Tax Map ID: # 7A-4--15
Magisterial District: Shenandoah
Subdivision: Shenandoah Farms
Town/Village: Front Royal
Zoning: Residential One (R-1)
Acres: 1.108
Existing Land Use: Single Family Dwelling
Special Flood Hazard Area: The property and dwelling are in a Non-Floodzone "X" area.

SURROUNDING ZONING DISTRICTS & USES

North:	Residential One (R-1)	Use: Vacant Lot with Woodlands
South:	Residential One (R-1)	Use: SFD with Woodlands
East:	Residential One (R-1)	Use: Vacant Lot with Woodlands
West:	Residential One (R-1)	Use: Single-Family Dwelling with Pasture

---

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential One (R-1) zoning district and has no previous zoning violations or conditional use permits issued to the property.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses which allows for a Short-term Tourist Rental by conditional use permit in the Warren County Zoning Ordinance Section §180-22. Short-term Tourist Rentals provide transient-lodging taxes to the County and are typically used by tourists visiting the area. This use complies with Chapter 6: Economic Development chapter, Goal V and the promotion of tourism objectives of the comprehensive plan.

PROPOSAL:

A Short-Term Tourist Rental is defined by the Warren County Zoning Ordinance as, *"A single-family dwelling not attached to any other dwelling by any means and located on an individual lot that is rented for compensation for periods of less than 30 days. See § 180-56.4 for supplementary regulations pertaining to short-term tourist rentals."*

SUPPLEMENTARY REGULATIONS FOR SHORT-TERM TOURIST RENTAL (Section 180-56.4 of the Warren County Zoning Ordinance):

These regulations are as follows:

A. The owner of a dwelling unit to be used for a short-term tourist rental shall apply and receive a zoning permit and/or a conditional use permit from the Planning Department prior to utilizing the dwelling unit as a short-term rental. The permit shall be reviewed by planning staff on an annual basis to ensure compliance with the performance standards listed in this section, along with all conditions placed on the conditional use permit, if applicable. Warren County may revoke a permit for repeated noncompliance with these performance standards.

B. The maximum number of occupants in the dwelling unit shall be determined according to permit approval received by the Warren County Health Department; however, the maximum number of occupants shall not exceed 10. **Staff has submitted a request for septic system information for the property for the septic system operational permit to WCHD. Staff will provide additional comments, if necessary, comments have been received from the Health Department.**

C. Parking for the use shall be located in driveways or other designated and approved parking areas. The parking of vehicles is prohibited in or along all right-of-ways and in yards. **The applicant shall provide drawing of the location for parking in the property management plan.**

D. Property boundaries, or limitations within the property's boundaries where transients are allowed, must be clearly marked at all times. **The boundary lines shall be marked according to location shown on the survey.**

E. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.

F. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the Uniform Statewide Building Code, and a carbon monoxide detector must be installed on each floor in every dwelling. **A change of use for a transient boarding facility for the property dwelling and an inspection will be required to verify if it meets all Building Code requirements for fire/smoke protection and a fire extinguisher.**

G. The owner of a dwelling used for short-term tourist rentals shall give the County written consent to inspect any dwelling used for short-term rental to ascertain compliance with all of the above performance standards upon a 24-hour notice.

H. A property management plan (PMP) demonstrating how the short-term tourist rental will be managed and how impacts to neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants,

utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to county staff, public safety officials, and if applicable, the HOA/POA of the subdivision. The plan must be provided as a part of the rental contract. **A Property Management Plan needs to be submitted and will be reviewed and approved by staff and all other requirements shall need to be met prior to a certificate of zoning for the business being issued. Stay BnB DC is the company that will be the acting property manager and the applicant will be available also.**

I. If the property is located within a subdivision governed by a Home-Owners Association/Property Owners Association, the Planning Department must receive a recommendation of approval or disapproval from the HOA/POA to operate the short-term tourist rental. **This property is located within Shenandoah Farms subdivision and a copy of the application will be sent to their POA/HOA.**

J. The short-term tourist rental shall have a "land-line" with local phone service. The phone number servicing the short-term tourist rental shall be included in the property management plan.

K. The owners of the tourist rental shall provide an emergency evacuation plan for the dwelling and the neighborhood. **The applicants shall have this posted in the bedrooms and in their guest registration packet.**

L. A copy of Chapter §123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of this in their guest registration packet and have it posted in a common area of the dwelling.**

M. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation as described in Warren County Code Section §180-63.

N. All outdoor burning shall comply with Chapter §92 of the Warren County Code.

O. There shall be a minimum of 100 feet from the short-term tourist rental to all neighboring residences. **This dwelling meets the setback requirements to adjacent single-family dwellings which is 270′ to the closest dwelling located to the south.**

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.

Staff recommends that, if the Planning Commission recommends approval of this application, the following conditions should be applied:

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 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.

Cc: John Lavoie, Applicant

Statement of Justification
John Lavoie, Property Owner/Manager - *Integrity Homes and Properties*
Application for Conditional Use Permit to Establish a Short-term Tourist Rental

This application is a request for Conditional Use Permit (CUP) approval to establish a short-term tourist rental use at 1196 Old Oak Lane in Shenandoah Farms. The property is identified as Warren County Tax Map #7A-4-15 and is 1.108 acres in size. The property is zoned Residential-1 (R-1) District.

Our intention is to provide a quiet cabin of refuge for up to six occupants (subject to final Occupancy Permit Approval) who are searching to connect with the natural beauty of the Shenandoah Valley and Front Royal, in particular. We intend to create this experience through deep ties to the local community. The property is currently developed with an existing 1 room hunter's cabin totaling approximately 480 square feet with no running water. We plan to renovate the cabin into a luxurious single-family dwelling consisting of 2 bedrooms, 2 bathrooms, and 2-car garage, with amenities including a hot tub, skylights, and screened-in-porch. These improvements represent a multiple six-figure investment into the property, and will be completed using a local builder, local craftsman, and local design professionals. The rental operation will further be supported by a locally based property management company and local cleaning crews. Additionally, guests will be encouraged to make use of local state parks and visit nearby restaurants, wineries, and attractions.

Our primary reason for offering the cabin as a short term rental is our own family's interest in spending more time in the area. We have personally visited the property (often accompanied by our 3 and 6 year old children) to clear brush, landscape, and chop and stack firewood. We regularly visit the Shenandoah Valley to "escape" from the bustle of daily life in Fairfax County and see this as an opportunity to fund our own time spent in the area as well as giving others a chance to get out to the country.

Management and Maintenance
As the property owner, we will play an active role in management of the proposed short-term tourist rental. That said, we recognize the advantage of having a professional team supporting our efforts, both to ensure a superior guest experience and provide the most rapid response possible should an issue arise. To that end, we have contracted with Stay BnB DC to serve as our professional property manager. Possessing 10 years of experience in the short term rental market, Stay BnB DC has a portfolio of over 39 AirBnB Properties under management in the DC Metro Area, and has been operating in the Shenandoah Valley region for the past 3 years. Of particular relevance, Stay BnB DC currently manages another short term tourist rental in the Shenandoah Farms neighborhood located at 186 Reid Drive. After speaking with the Shenandoah Farms POA, we can confirm they have received no complaints from neighbors over the past year of its management. In short, we are confident that Stay BnB DC is the ideal partner in managing our short term rental in a manner that will ensure compatibility with the surrounding neighborhood.

To complement Stay BnB DC's management services, we will be personally available for guests and neighbors to contact in the event of an issue or concern. Such accessibility and responsiveness will provide further assurance of the property's upkeep and long-term compatibility with the surrounding neighborhood. Indeed, while the first point of contact will be Stay BnB DC, we want the neighborhood to have confidence that anyone who has any issue with the property will be dealt with swiftly and completely. The principal owner contact, John Lavoie, resides only 50 minutes from the cabin and has a flexible employment situation, and will be available "24/7" to be on site should the need arise.

Impact Mitigation

The property is located on Old Oak Lane with roughly 300 feet of road frontage, and the cabin is elevated approximately 30 feet above the road surface due to the lot being located at the base of the hill. The topography of the property creates a degree of separation for the cabin that promotes the privacy of guests and neighboring residents alike, and we plan to plant trees and other landscaping near the front of the property to enhance such separation. Our intention is to use the natural elements of topography and vegetation to maximize privacy and minimize any indication that a short term tourist rental operates on the property. In short, we are committed to maintaining the existing residential character of the neighborhood.

We believe that the combination of all the above factors will result in the creation and operation of an experience that benefits the local economy, improves the value of the property, and allows our family to personally experience all the beauty that Front Royal has to offer. Our desire is to respect and contribute to this community in economic, sustainable, and neighborly ways. Thank you for your consideration.

John Lavoie
Manager - Integrity Homes and Properties LLC
703-615-8571

WCCUP-000150-2021

WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION

Application Number: 2021-12-02
Date Received: 11/16/2021
Fee Amount: $ 500.00 Check #109
Date Paid: 11/16/2021

Applicant Information:

John Lavoie
Applicant Name

5700 Harrison House Ct | Centreville | VA | 20120
Address | *City* | *State* | *Zip*

1196 Old Oak Lane Front Royal, VA 22630
Property Location for conditional use permit if Different than Applicant's Address

703-615-8571 | Integrity.Homes.4@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: 1196 Old Oak Lane Front Royal, VA 22630
(2) Election District: Shenandoah Election District
(3) Tax Map Number: 7A 4 15
(4) Subdivision Name: Shenandoah Farms
(5) Total Area of Property (acres): 1.108 Acres
(6) Total Area to be Used (acres): 1.108 Acres
(7) Total Road Frontage (feet): 302 Feet
(8) Depth of Property (feet): 287 Feet
(9) Present Zoning: Residential One (R-1)

B. Proposed Use of Property

(1) State the proposed use(s) for the Conditional Use Permit: Short Term Tourist Rental

(2) Current land use and condition of site: Single-Family Dwelling (Built/Developed)

(3) Zoning of surrounding land/property: R-1

(4) Will development be staged? ☐ Yes ■ No

(5) Construction Time: 4-6 Months

(6) Season, days, and hours of operation: Availalbe for rental 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: None on site; owner and property manager to be available 24/7

(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: 6

(12) Number of parking spaces to be provided: Regular 6 Handicap _____

(13) What is the proposed landscaping and buffering for this property? Privacy fencing in rear of property, 15+ privacy trees - all described in greater detail within Attachment A of the Property Management Plan.

C. Plans Prepared By

Name: John Lavoie

Address: 5700 Harrison House Ct Centreville, VA 20120

Telephone Number: 703-615-8571

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, we do not anticipate any adverse impact on the environment. We address potential community impact in the attached Community Impact statement.

(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?) Trash that is generated by guests will be removed from the premises by a professional cleaning team after each guest checks out from the property.

(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. N/A

(5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) N/A

(6) What will be the impact on traffic? Minimal, equivalent to single family dwelling when occupied; due to the reality of property vacancy we expect there to be less traffic than if a permanent resident lived at the property.

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. No.

The following documents and/or information are required to be submitted with the application:

☐ **An application fee of $500.00.**

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.**

1. Take E 3rd St to Commerce Ave.
2. Turn left onto Commerce Ave.
3. Turn Right onto E 6th street.
4. Follow Happy Creek Rd to 643.
5. Turn right onto 643 Howellsville Rd.
6. 643 becomes 603 becomes 638
7. Turn right onto Manor Rd
8. Turn right onto Old Oak Ln
9. Property on left

*Note: there are two driveway entrances.

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: 11/16/2021

Property Owner Signature — Date: 11/16/2021

Accepted by: Chase Lewis — Date: 11/16/2021

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

Community Impact Statement: Landscaping Privacy Design Images:

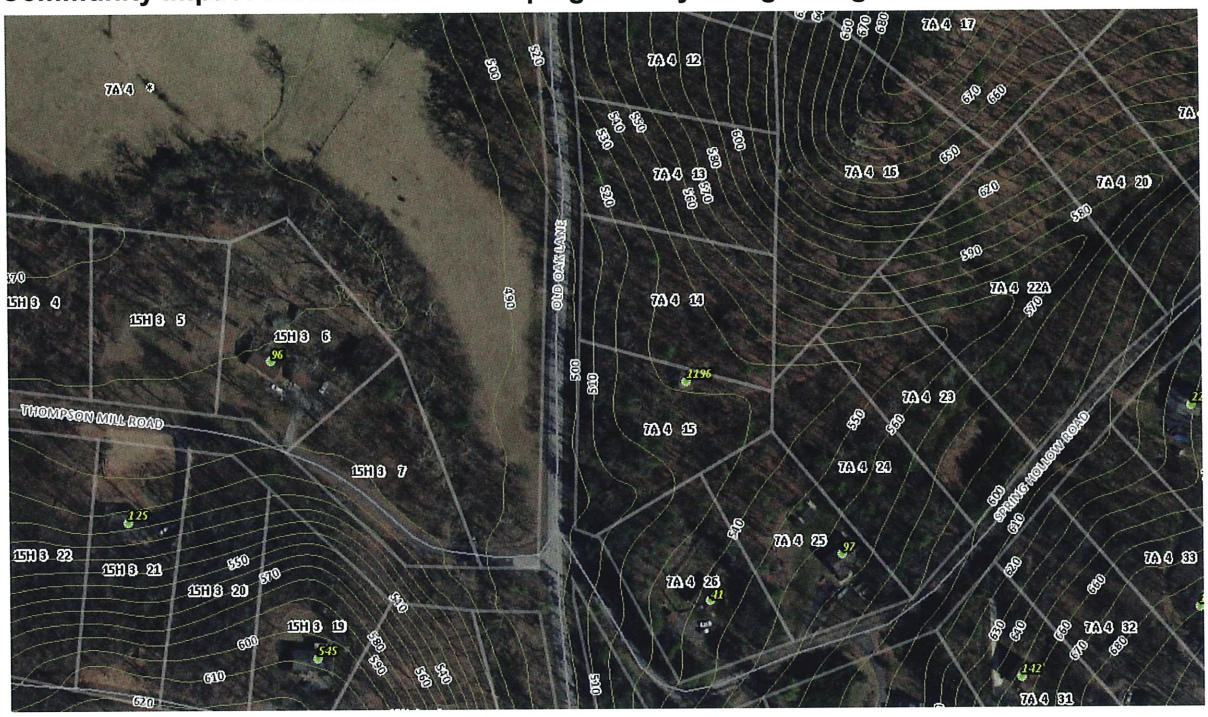


**Figure 1: Warren County GIS Map view, visible nearby neighbors are 41 and 97 Spring Hollow Road, and 96 Thompson Mill Road. All adjacent neighbors are greater than 100 feet from the property.*

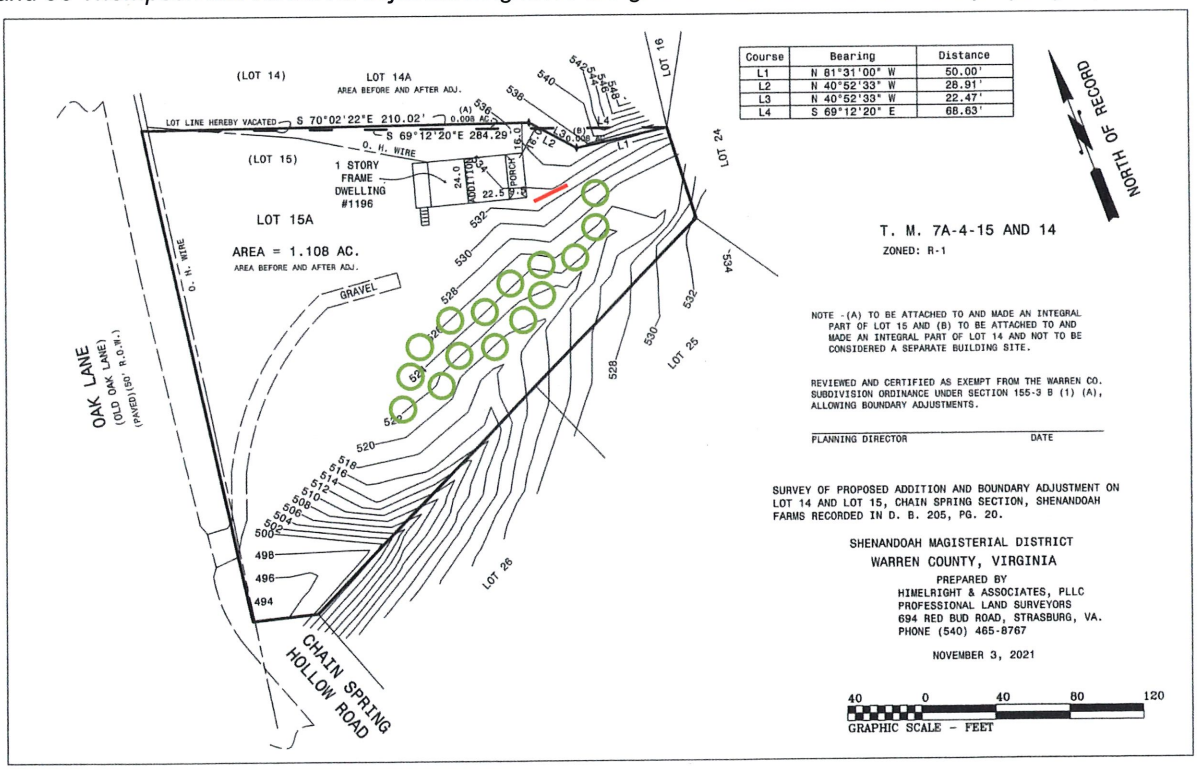


**Figure 2: Lot 15 Contour design showing proposed building addition approximate location of privacy fencing (marked red) and privacy trees (marked green).*

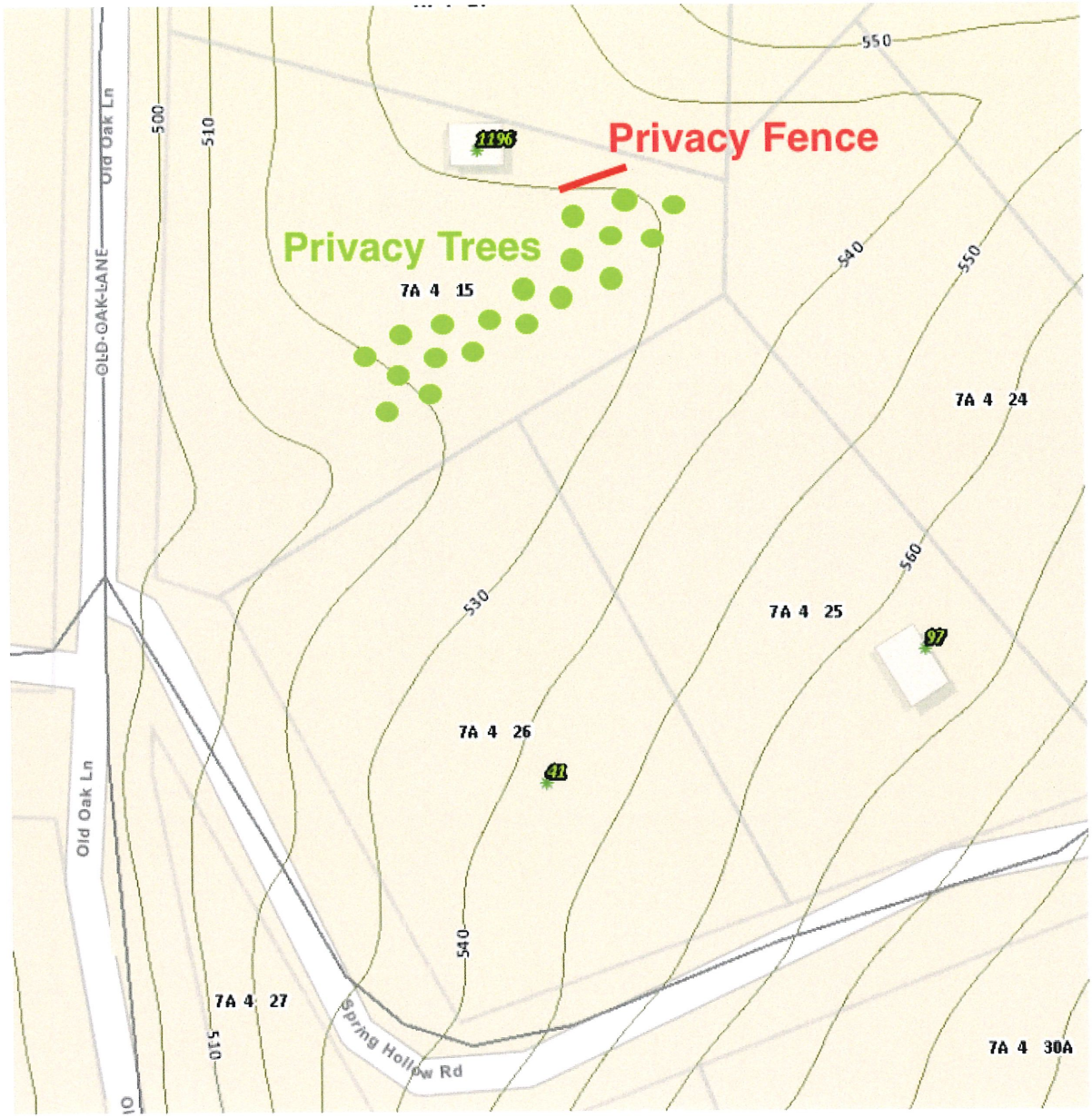


**Figure 3: Warren County GIS: Angled view of where privacy fence and landscaping (marked red) will create privacy between guests and neighbors.*

Community Impact Statement
John Lavoie, Manager - *Integrity Homes and Properties*
Application for Conditional Use Permit to Establish a Short-term Tourist Rental

The proposed short-term tourist rental use will involve impacts that are equivalent to, if not less than, what is typical for a single family dwelling, which is the prior established use of the property and surrounding properties. Notably, traffic generation will be less than what is customary for a single family dwelling, as guest occupancy will not occur on a daily basis, but will instead be intermittent. Moreover, due to the occupancy limit of six (6) guests, the size of and configuration of the property is adequate to accommodate all aspects of the proposed short-term tourist rental without any visual impact on surrounding properties. In short, the proposed short-term tourist rental use will operate in a manner that is compatible with and complementary to the established residential character of the neighborhood.

Impact Mitigation Commitments
To ensure the impacts of the proposed short-term tourist rental use are effectively mitigated, we are committed to the following actions:

Exterior Remote Audio and Video noise monitoring devices. The property will be equipped with exterior (driveway facing) video monitors as well as decibel noise level monitoring sensors to ensure that property management and/or the owner is notified in the event that a guest is consistently creating noise levels beyond that which is allowed by local laws/ordinances. The sound monitoring systems utilized are Minut and NoiseAware. Stay BnB DC's operations team is automatically notified in the event of a decibel noise threshold being exceeded for more than 15 minutes. The noise threshold is set lower at night to ensure guests do not disturb neighbors. These devices are advertised as part of the listing and guests agree to their presence (outside the home) on the property. Guests will be well-informed of the existence and location of these devices during the booking process and will acknowledge in their lease.

Landscaping privacy. Our intention is to plant a minimum of 15 large privacy trees located on the southern side of the property to create a visual barrier between our home and the two neighbors who are next door. (see Landscaping Privacy Design Images, Page 3 onward)

Privacy fencing. We will create a large 8 foot high by 18 foot long privacy fence located directly behind the extension of the cabin. This will provide a visual and sound buffer to create a private backyard space for guests as well as to protect the privacy of nearby homes. (see Landscaping Privacy Design Images, Page 3 onward)

Sound privacy. We are including no portable or wired audio speakers in the home beyond anything physically bolted to indoor televisions. The goal is to minimize the risk of any guest playing loud music outside the home.

Occupancy limitations. We will allow a maximum of 6 guests at a time in compliance with state and local occupancy permitting. We do not yet have an occupancy permit because the building renovations are not yet completed.

House Rules. Along with the Emergency Evacuation Plan, emergency assistance numbers, and Chapter 123 of the Warren County Code pertaining to noise we will place prominently in the living room a copy of the house rules. House Rules are described in detail on page 2-3 above.

Neighborhood and Guest Complaints and Emergencies. The property management company, Stay BnB DC, will be available for immediate response. Property Owner, John Lavoie, will also be personally available for contact "24/7" if a guest or neighboring owner is somehow unable to be assisted by Stay BnB DC. We do not anticipate any scenario where the property management company will not be accessible/responsive, but want to provide an extraordinary level of assistance in the event it is necessary. John is located 50 minutes away in Centreville and has a flexible work from home schedule that enables him to be on-site should circumstances dictate.

Current State - no neighborhood complaints. As of the date of this permit application, neither the Shenandoah Farms POA or Stay BnB DC has received no complaints from surrounding neighbors about guests at a nearby short-term tourist rental it manages, and the Shenandoah Farms HOA has confirmed that no complaints have been received regarding Stay BnB DC's management of the property.

Lord Fairfax Health District

LORD FAIRFAX HEALTH DISTRICT

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

VDH VIRGINIA DEPARTMENT OF HEALTH
Protecting You and Your Environment

December 30, 2021

Matt Wendling, Deputy Planning Director
Warren County Planning and Zoning
220 N Commerce Ave., Suite 400
Front Royal, Virginia 22630

RE: Request for Comments (2021-12-02)
Owner: John Lavoie

Dear Mr. Wendling,

I have reviewed your request for comments regarding the property at 1196 Old Oak Ln. Front Royal, VA (Tax Map# 7A-4-15) and I offer the following comments:

1. The dwelling is not currently connected to an approved sewage system. A construction permit has been issued by this office to install an alternative discharging sewage treatment system and Class IIIB private well. The alternative discharging sewage treatment system is designed to accommodate a Three (3) Bedroom dwelling, Six (6) occupants, 450 gallons per day. It does not appear the alternative discharging sewage treatment system or private well has been installed. No operation permit has been issued. The construction permits expire on 12/29/2022.
2. The owner should be aware the alternative discharging sewage treatment system must be sampled, inspected and maintained at the frequency described under the VPDES General Permit.
3. The dwelling is to be served by a private Class IIIB Well. A sample of the water should be collected and tested by a state approved lab at least annually.
4. All refuse shall be placed in containers with tight-fitting lids.
5. Do not connect any Jacuzzi or hot tub discharge to the alternative discharging sewage treatment system.

Please contact me at (540) 635-3159 should you have any questions.

Sincerely,

Jim Davis
Environmental Health Supervisor

Chloe Phillips

From: David Beahm
Sent: Wednesday, December 15, 2021 4:51 PM
To: Chloe Phillips
Cc: Joe Petty; Paula Fristoe
Subject: Request for Comments 2021-12-02 – John Lavoie – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000150-2021

Comments 2021-12-02 – John Lavoie – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000150-2021:

- Erosion and Sediment Control Items:
  - There does not appear to be any land disturbance at this time and therefore nothing would be required. If this is not the case, the normal submission process would be required.

- Building Inspections Items:
  - The use of the existing dwelling(s) for a "short-term rental" would require a building permit to establish it as a transient boarding facility which is the term used by the building code for this type of use. The dwelling would receive a new Certificate of Occupancy designating as a short-term rental.
  - Given the timeframe that the structure was originally built it more than likely will require an Electrical permit to meet the building code requirements for this change.
    - This change requires that smoke detectors are installed as required by the Virginia Residential Building Code.

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.

Matt Wendling

From: P.O.S.F BUSINESS <shenandoahfarms@comcast.net>
Sent: Thursday, December 2, 2021 12:57 PM
To: Matt Wendling
Subject: permit 2021-12-02 1196 OLD OAK LN.
John Lavoie

Property Owners of Shenandoah Farms Inc has no objections to this permit.

Respectfully,

Property Owners of Shenandoah Farms

6401 Howellsville Road

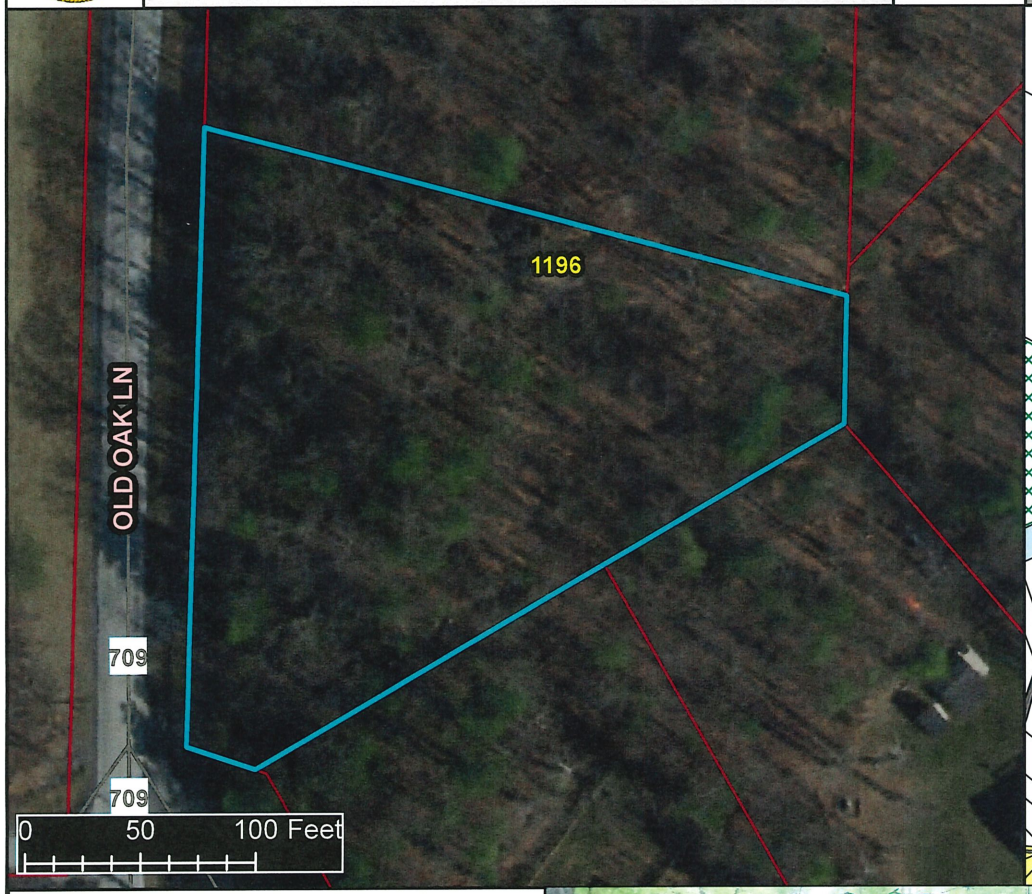
Front Royal, VA 22630

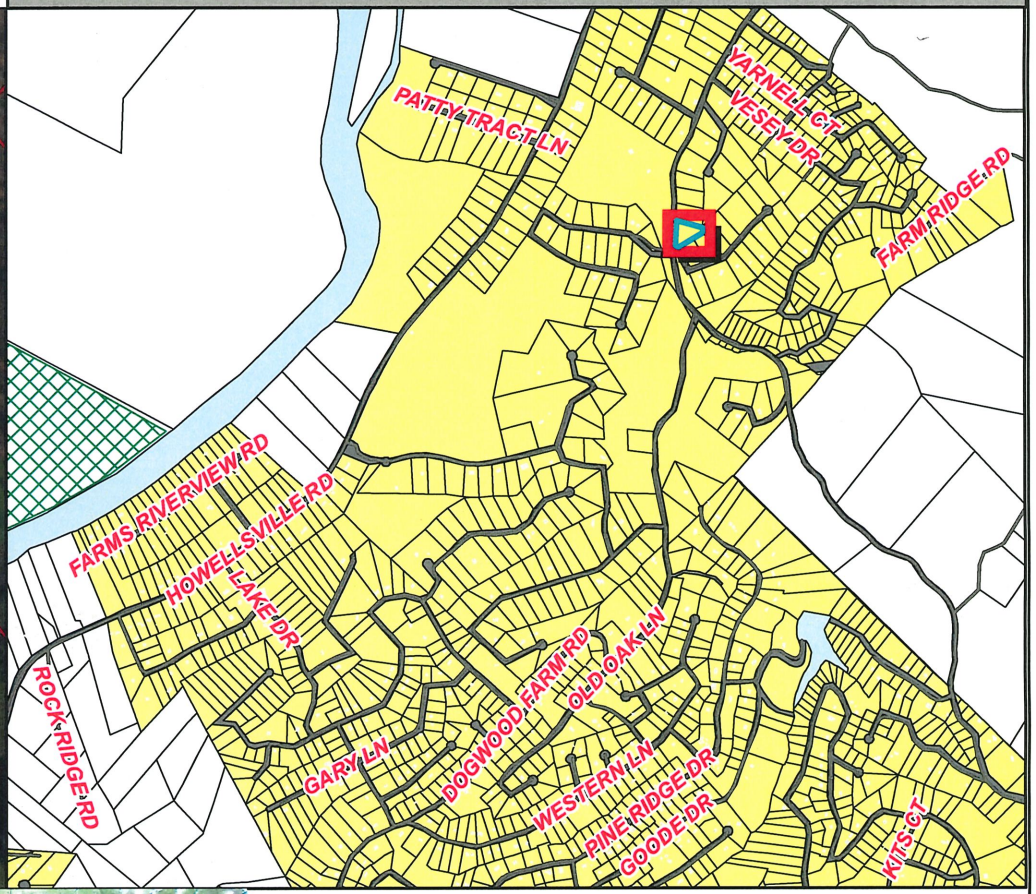
(540) 837-2068

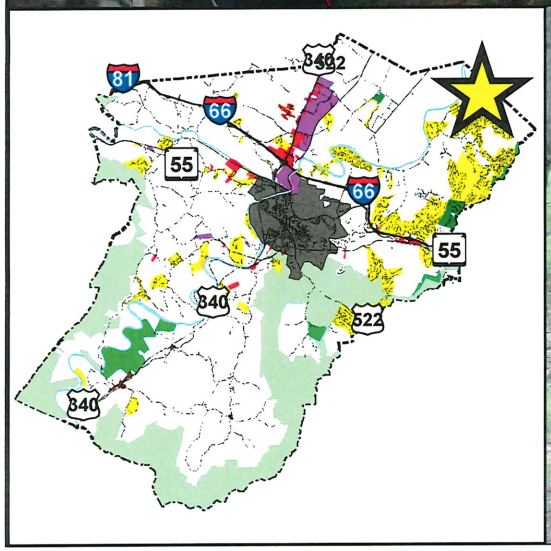
Warren County VA
CUP Location Map

Short Term Tourist Rental
Applicants: John Lavoie

TM 7A--4----15
Shenandoah Farms Subdivision







Zoning

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

Map produced by
Warren County GIS 2021
Department of Planning

COUNTY OF WARREN
REPORT OF ANIMAL CONTROL OFFICER
AS TO KILLING OF COYOTES AND BOUNTIES FOR COYOTES

Name of Claimant: Richard Colton Phone: 540-635-7602

Address: 558 Rolling mountain RD Bentonville, VA 22610

Date Reported to Animal Control Officer: 01-18-22 Signed: E Unruh

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amt. Claimed
01-18-22	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: killed at 558 Rolling mountain RD Bentonville, VA

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 _____ Richard B. Colton Claimant — Jan 18 2022 Date

Department _____ E Unruh Animal Control Officer — 01-18-22 Date

Recm'd Budget Code 35010-5802

Comments: JAN 25 2022

The Board, after ~~an examination~~ of the above claim, approves same and allows $_____.

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 Eugene Elwood Keckley Jr Phone 540-624-3860

Address 965 Lower Valley Rd Strasburg, VA 22657

Date Reported to Animal Control Officer 01/14/2022 Signed [signature]

Date Killed	Number	Description/Type of Animal	Bounty Per Head	Total Amount Claimed
01/14/2022	2	Coyotes	50.00	100.00

Total amount requested by claimant: $ 100.00

Amount recommended to be paid by Animal Control Officer $ 100.00

Remarks:

Taken on Resident's 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 Eugene Keckley Jr Date 1-14-22

Department

Recm'd Budget Code 35010-5802 Animal Control Officer [signature] Date 01-14-2022

Comments:

JAN 19 2022

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
February 1, 2022	**J**	Purchase of (1) 2023 Pierce Enforcer Pumper and Budget Transfer	

EXPLANATION & SUMMARY:

The Finance and Purchasing Department received a request from the Fire & Rescue Department to review a cooperative contract and additionally solicited quotes that supported the purchase of one (1) 2023 Pierce Pumper.

Section 2.2-4604 of the Virginia Public Procurement Act authorizes the County to cooperatively contract with the Houston-Galveston Area Council (H-GAC). HGAC competitively solicits goods and services which the County can procure directly from the awarded vendor. Contract F12-19, Fire Service Apparatus (All Types) was awarded to Atlantic Emergency Solutions. In addition, Fire & Rescue personnel sought additional quotes to ensure the HGAC contract was the lowest bid and met all required specifications.

Please find a letter from James Bonzano, Fire Chief, justifying the need and specifications for the pumper enclosed. Purchasing has reviewed the HGAC pricing and additionally solicited quotes. Staff recommends the Board approve at the February 1st, 2022, Regular Meeting, the enclosed Atlantic Emergency Solutions purchase for one (1) 2023 Pierce Pumper. Any additional equipment and attachments will be competitively procured separately. Upon receipt of a Purchase Order, Atlantic will perform the work to deliver (1) 2023 Pierce Pumper within eighteen (18) months.

COST & FINANCING:

Funding for this purchase is available in the Special Projects fund. The Board is requested to approve an FY22 interfund budget transfer in the amount of $727,328.00. This price includes a $13,000.00 discount when $500,000 is paid by July 31, 2022.

Interfund Budget Transfer

4-42-099010-1	Transfer from Special Projects to General Fund	$727,328.00
4-1-41010-7006	Fire and Rescue Fire Truck Replacement	$727,328.00

Purchase

41010-7006 Fire and Rescue Fire Truck Replacement

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors authorize the interfund budget transfer of $727,328.00 from Special Projects to the General Fund. I further authorize the County Administrator to approve the purchase of one 2023 Pierce Pumper per the HGAC contract pricing in the amount of $727,328.00 on behalf of Warren County.

or

I move the Board of Supervisors do not authorize the interfund budget transfer of $727,328.00 from Special Projects to General Fund. I further authorize the County Administrator to approve the purchase of one 2023 Pierce Pumper per the HGAC contract pricing in the amount of $727,328.00 on behalf of Warren County.

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

County of Warren
Department of Fire and Rescue Services

Warren County Public Safety Building
200 Skyline Vista Drive, Suite 200
Front Royal, VA 22630

Telephone: (540) 636 -3830
FAX: (540) 636 -9986
Website: www.warrencountyfire.com

Recently, the Warren County Department of Fire and Rescue Services empaneled a career and volunteer responder workgroup to design a countywide specification for a fire apparatus. The three primary goals of this committee was 1) design a versatile apparatus to meet the various demographic and terrain of our community 2) Safety and Protection Features to increase the wellbeing of our responders 3) design a unit that can serve in multiple functions to reduce the apparatus inventory in our countywide fleet.

The Warren County Department of Fire and Rescue Services along with Atlantic Emergency Solutions and Pierce Manufacturing, have worked hand in hand to customize a pumper/tanker fire truck that will best protect the citizens of Warren County and our surrounding jurisdictions. The career and volunteer members of the committee along with the provided engineers and sales representation have kept versatility and safety as the fore thought of this project while maintaining fiscal responsibility to the taxpayer. Due to not having dedicated staffing for both a pumper and tanker, the combination apparatus was designed and customized to have the versatility to serve in multiple capacities. The concept is widely utilized throughout the nation and has proven to provide a wide-range services, but also reduces the number of apparatuses within the countywide fleet. Reducing the number of vehicles within the fleet will ultimately result in a reduction of financial obligation from maintenance and unforeseen repair costs.

The committee has custom designed a 2023 Pierce Enforcer Pumper. The pumper/tanker has a Cummins 500 horsepower engine with an Allison 3000 transmission. It has an overall length of 31 feet 8 inches and is 9 feet 10 inches tall. It is equipped to carry 6 firefighters and travel at a maximum of 62 mph, in accordance to the NFPA 1901 standard. The pumper is equipped to carry 1,500 gallons of water and has a pump capable of pumping at 1,500 gallons per minute. Pierce manufacturing offers extraordinary safety equipment to protect the firefighters while riding the apparatus.

This proposed vehicle meets all National Fire Protection Association requirements and has built-in safety features not currently available throughout our current fleet

The truck has an electronic stability control system, which manages and enhances the directional and roll stability of fire apparatus. The system monitors cornering of the vehicle and activates when the critical roll threshold is met. It automatically reduces engine RPM and applies selective braking to individual wheel ends to assist with bringing a vehicle back to its intended direction. It also monitors directional stability through vehicle sensors and reduces the possibility of spinouts, even in poor traction.

To prevent accidents, the apparatus is equipped with HAAS Alert®, Model HA5 Responder-to-Vehicle (R2V) collision avoidance system. While responding with emergency lights on, the HA5 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with apps like WAZE, Google Maps, etc. While on scene with emergency lights on, the HA5 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the same mobile apps.

In the unfortunate event the apparatus is involved in a crash, the vehicle is equipped with frontal impact and side roll protection safety systems, which provide frontal and side curtain airbags. The system also retracts seats to the lowest travel position during a side roll or frontal impact event and uses pre-tensioners to remove slack from seat belts during a side roll or frontal impact event. When paired with the strength of the apparatus manufacture3r's cabs, these systems offer 360 degrees of protection to the occupants.

This process included solicitation of bids for the adopted countywide specification and the procurement process has been reviewed by the County of Warren Finance Department.

January 19, 2022

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

Re: Updated Pricing, Discounts, and Finance Options for Bid 616, 2023 Pierce Enforcer Pumper

Pricing and Discounts

Total Price: $740,328.00 (Valid through 2/02/2022)^
Price On/After February 3, 2022: $785,972.00
Terms: COD (Payment due upon delivery to Virginia) – No money is required at time of order
Delivery: 18 months from date of order
^ A purchase order is not required prior to FY23 if the County is willing to sign Atlantic's standard contract for fire apparatus and provide an order confirmation letter for HGAC

Available Prepay Discounts
Discount of $13,000.00 when $500,000 is received by July 31, 2022*
Discount of $10,000.00 when $500,000 is received by December 31, 2022*
Discount amounts based on custom prepayments are available upon request*
*A performance bond will be provided by the vendor when a customer prepayment is made

Dealer to furnish items <u>included</u> in the price:

The following items were requested in the customer bid spec and will be furnished upon delivery of the apparatus to the local service center:

1. 2 – All American HSH 6" x 10'
2. 1 – Kockek BS60U Strainer

Financing Options

As always, our customers are free to choose how they finance their apparatus purchases. If you need assistance or are seeking financing or a lease-purchase, Atlantic Emergency Solutions can help. Please contact me for additional details.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
February 1, 2022	K	EDA Support Agreement Modification to Allow for County Reimbursement of Legal Fees and Costs	

EXPLANATION & SUMMARY:

On October 19, 2021, the Board of Supervisors approved a Support Agreement providing its moral obligation for the monthly debt service for FY 2021-2022 **only** for the EDA's loan. Much of this debt service has now been paid as FY 2021-2022 is well underway.

This matter is before the Board of Supervisors for additional approval because the Support Agreement has been modified to allow the County to be reimbursed by the EDA for attorney's fees and other litigation costs expended on behalf of the EDA from litigation recoveries. The change is in Section 7 of the Support Agreement, which incorporates by reference Section 8.16 of the Loan Agreement.

Section 8.16 of the Loan Agreement gives the County the right to be reimbursed up to $2,500,000 from such recoveries, and provides that amounts over $2,500,000 will be split 50/50 between the County and the lender, with the lender's portion being used to reduce the EDA's debt. There are various carve outs that allow the County to be reimbursed without splitting funds with the lender. Examples are amounts that are recovered in the EDA v. TLC Settlements, et als case, and amounts recovered in the counterclaim against the Town of Front Royal in the case brought against the EDA by the Town.

COST & FINANCING:

With the adoption of the modifications to the Support Agreement, the County will have an agreement with the EDA and the lender to allow the County to be reimbursed for its support to the EDA in payment of legal fees and other litigation expenses.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the County Administrator to execute the Support Agreement as presented.

OR

I move that the Board of Supervisors postpone consideration of the Support Agreement modifications.

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

RESOLUTION

of the Board of Supervisors of Warren County, Virginia Approving a Support Agreement with the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia Relating to a Loan Refinancing

WHEREAS, the Board of Supervisors **(the "Board")** of the County of Warren, Virginia **(the "County")** continues its desire to assist the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia **(the "Authority")** by entering into a Support Agreement to undertake a non-binding obligation to appropriate moneys to the Authority in connection with the loan refinancing described in that certain Term Sheet dated August 19, 2021 **(the "Term Sheet")** from First Bank and Trust Company **(the "Lender"),** as approved by the Authority at its August 27, 2021 meeting and reaffirmed at its meeting on September 24, 2021 **(the "Loan Refinancing")**, and relating to monthly debt service payments of the Authority due to the Lender and allocable to the former Strasburg Loans (as defined in the Term Sheet).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF WARREN, VIRGINIA:

1. It is determined to be in the best interests of the County and its citizens for the Board to enter into the Support Agreement.

2. In consideration of the Authority's undertakings with respect to the Loan Refinancing, the Chairman or Vice-Chairman of the Board, either of whom may act, is hereby authorized and directed to execute and deliver the Support Agreement. The Support Agreement shall be in substantially the form presented to this meeting, which is hereby approved, with such completions, omissions, insertions or changes not inconsistent with this resolution as may be approved by the Chairman or Vice-Chairman of the Board, in their sole discretion, the execution thereof by the Chairman or Vice-Chairman of the Board of Supervisors to constitute conclusive evidence of his or her approval of such completions, omissions, insertions or changes.

3. The County Administrator is hereby authorized and directed to carry out the obligations imposed by the Support Agreement on the County Administrator, and to take all proper steps on behalf of the County as additional security for the Lender pursuant to the Loan Refinancing.

4. This resolution shall take effect immediately.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Warren, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on 10/19, 2021, by the Board of Supervisors with the following votes:

Aye: Carter
Cullers
Fox
Mabe
Oates

Nay: Ø

Abstentions: Ø

Signed this 20 day of October, 2021.

By: Edwin C. Daley
Clerk, Board of Supervisors

SUPPORT AGREEMENT

This SUPPORT AGREEMENT is made as of the ___ day of _____, 2022 **(the "Support Agreement")**, between the BOARD OF SUPERVISORS OF THE COUNTY OF WARREN, VIRGINIA **(the "Board")**, acting as the governing body of the County of Warren, Virginia **(the "County"),** INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA **(the "Authority") and FIRST BANK & TRUST COMPANY, a Virginia banking institution** (the "Lender"), in connection with a loan refinancing **(the "Loan Refinancing")**, as described in that certain Term Sheet dated August 19, 2021 **(the "Term Sheet")** from the Lender, as approved initially by the Authority at its August 27,2021 meeting and reaffirmed by the Authority at its meeting on September 24, 2021 and as revised by this version approved on _____, 2022.

RECITALS:

WHEREAS, the Authority proposes to enter into the Loan Refinancing with the Lender in relation to, among other indebtedness, the former Strasburg Loans, as defined and described in the Term Sheet (which is attached hereto as **Exhibit A**), and as a condition to the effectiveness of the Loan Refinancing, the Lender has required the additional security to the Lender of a support agreement from the Board on behalf of the County providing the County's continued moral obligation to timely pay the monthly payments of scheduled debt service (amortized principal and interest) allocable to the former Strasburg Loans when due **(the "Strasburg Debt Service")** to the Lender during the fiscal year beginning July 1, 2021 and ending June 30, 2022 **(the "2022 Fiscal Year")** if such monthly payments of Strasburg Debt Service are not made by the Authority; and

WHEREAS, the economic development purposes for which the former Strasburg Loans were undertaken are hereby determined to be an essential governmental purpose to benefit the welfare and prosperity of the citizens of the County; and

WHEREAS, the Board adopted on October 26, 2021, a resolution authorizing, among other things, the execution of this Support Agreement providing for the Board to budget certain amounts available for the Strasburg Debt Service during the 2022 Fiscal Year in support of the Loan Refinancing, the actual payment of which by the County shall be nonbinding upon the County **(the "Moral Obligation Resolution"), and approved this version of the Support Agreement on February 1, 2022**.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Loan Agreement.

2. The Board of Supervisors has adopted the County's FY 2022 Budget and included within such budget an amount of $214,000 in the annual budget for the Authority for FY 2022, which is at least equal to the amount of the Strasburg Debt Service for FY 2022.

3. If at any time revenues and funds available to the Authority shall be insufficient to make any of the payments referred to in paragraph 2 hereof when due, the Authority shall notify, at least ten (10) days prior to the due date of such Strasburg Debt Service, the County Administrator and the Lender in writing of the amount of such insufficiency and the County Administrator shall make such payment to the Lender from funds previously appropriated for such purpose by the Board in the amount necessary to make such payment.

4. The County Administrator shall present each request for payment pursuant to paragraph 3 above to the Board, and the Board shall respond to such request.

5. The Board hereby undertakes a non-binding obligation to pay such appropriated amounts as may be requested from time to time pursuant to paragraphs 2 and 3 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia.

6. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Authority or the Lender or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

7. Section 8.16 of the Loan Agreement between the Authority as the Borrower and the Lender, a copy of which is attached as **Exhibit B**, is incorporated by reference into this Support Agreement as fully as if restated herein, and the Lender, the Authority, the County and the Board agrees to comply with the terms of Section 8.16. It is specifically agreed that the County or the Board may enforce the provisions of Section 8.16 of the Loan Agreement, through its incorporation into this Support Agreement, against the Lender or the Authority.

8. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to 220 N. Commerce Ave, Suite 100, Front Royal, VA 22630 Attention: County Administrator, (ii) if to the Authority, to 400 Kendrick Lane, Front Royal, VA 22630, Attention: Chairman and (iii) if to the Lender, c/o First Bank and Trust Company, 611 West Jubal Early Drive, Suite A1, Attention: Robert C. Boyd, Senior Vice President. Any party may designate any other address for notices or requests by giving notice.

9. It is the intent of the parties hereto that this Support Agreement shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have each caused this Support Agreement to be executed in their respective names as of the date first above written.

BOARD OF SUPERVISORS OF THE COUNTY OF WARREN, VIRGINIA, AND THE COUNTY OF WARREN, VIRGINIA

By: _____

Title: _____

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

By: _____

Title: Chairman

By: _____

Title: Secretary

FIRST BANK AND TRUST COMPANY

By: _____

Title: _____

EXHIBIT A – Term Sheet

EXHIBIT B- LOAN AGREEMENT

LOAN AGREEMENT

Dated: As of January __, 2022

Between

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

("Borrower")

and

THE FIRST BANK AND TRUST COMPANY ("Lender")

$12,350,000 TERM LOAN

SECURED BY A PORTFOLIO OF PROPERTIES

LOCATED IN WARREN COUNTY, VIRGINIA

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LOAN AGREEMENT

This is an agreement ("Loan Agreement" or "Agreement") made and entered into as of the ____ day of January, 2022, by and between INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA, a public body corporate and a political subdivision of the Commonwealth of Virginia, having an address at 400D Kendrick Lane, Front Royal, Virginia 22630 ("Borrower"), and THE FIRST BANK AND TRUST COMPANY, a Virginia banking corporation, having an address at 611 W. Jubal Early Drive, Suite A-1, Winchester, Virginia 22601 ("**Lender**").

WITNESSETH:

1. BACKGROUND.

1.1 Defined Terms. Capitalized terms used in this Agreement are defined either in Exhibit A, or in specific sections of this Agreement, or in another Loan Document, as referenced in Exhibit A. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, renewed, replaced, supplemented or otherwise modified from time to time (subject to any restrictions on such amendments, restatements, renewals, replacements, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible assets, properties, and intangible rights arising from and related to the Recovered Assets (as hereinafter defined). All terms defined in this Agreement shall have the defined meanings when used in any other Loan Document unless otherwise defined therein. As used herein or in any other Loan Document, accounting terms relating to the Borrower, to the extent not defined, shall have the respective meanings given to them under Generally Accepted Accounting Principles ("GAAP"). Any reference to "value" of assets or property means the lower of cost or market value of such assets or property, determined in accordance with GAAP.

1.2 Borrower. Borrower is a public body corporate and a political subdivision of the Commonwealth of Virginia.

1.3 Land and Improvements; Property. Borrower is the owner of certain parcels of land (the "Land") primarily located in Warren County, Virginia, and more particularly described in the Mortgage (together with all structures, buildings, additions, extensions, modifications, and all other improvements of any kind whatsoever, and replacements of any of the foregoing, now or hereafter located at or upon the Land, the "Improvements"). The Land and Improvements are collectively called the "Property".

1.4 Use of Loan Proceeds. Borrower has applied to Lender for a loan of $12,350,000 ("Loan"), the proceeds of which are to be used on the date hereof to payoff and refinance certain existing indebtedness of Borrower to Lender and to First Bank Strasburg and to pay costs and expenses incident to closing the Loan.

1.5 Loan. Subject to all of the terms, conditions and provisions of this Agreement, and of the agreements and instruments referred to herein, Lender agrees to make the Loan and Borrower agrees to accept and repay the Loan.

2. LOAN PROVISIONS.

2.1 Amount of Loan. The Loan shall be in the amount of $12,350,000.

2.2 Term of Loan; No Extension Right. The Loan shall be for a term ("Term") commencing on the date hereof and ending on January __, 2032 ("Maturity Date"). There shall be no extension right.

2.3 Interest Rate and Payment Terms. The Loan shall be payable as to interest and principal in accordance with the provisions of the Note. The Note also provides for interest at a Default Rate, late payments charges and prepayment rights, fees and costs. All payments and prepayments of interest, principal and fees shall be made in lawful money of the United States in immediately available funds, without counterclaim or set off and free and clear of, and without any deductions or withholding for, any taxes or other payments.

2.4 Acceleration. The Loan may be accelerated, at the option of Lender, following an Event of Default. Upon such an acceleration, all principal, accrued interest and costs and expenses shall be due and payable together with interest on such principal at the Default Rate.

3. SECURITY FOR THE LOAN; LOAN AND SECURITY DOCUMENTS.

3.1 Security. All Obligations shall be secured by the following "Security" which Borrower agrees to provide and maintain:

3.1.1 Mortgage and Security Agreement. A first priority deed of trust and security agreement ("Mortgage") on (i) the Property except as reflected on title reports obtained by Lender, (ii) all land, improvements, furniture, fixtures, equipment, including all after-acquired property, owned, or in which Borrower has or obtains any interest, in connection with the Property or as required by Section 9.17 hereof; (iii) all insurance proceeds and other proceeds therefrom; provided, however, permitted Encumbrances are specifically excepted from this provision.

3.2 Loan Documents and Security Documents. The Loan shall be made, evidenced, administered, secured and governed by all of the terms, conditions and provisions of the "Loan Documents", each as the same may be hereafter amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, consisting of: (i) this Loan Agreement; (ii) the $12,350,000 promissory note (the "Note"); (iii) the Mortgage and any related UCC financing statements; (iv) the Support Agreement (the "Support Agreement") among Borrower, Lender and the Board of Supervisors of the County of Warren, Virginia (the "County Board"); and (v) any other documents, instruments, or agreements executed to further evidence or secure the Loan.

Each of the Loan Documents listed in items (i) through (v), inclusive, is dated of even date herewith. The Mortgage and the Support Agreement are sometimes collectively referred to as the "Security Documents".

The Borrower authorizes the Lender at any time and from time to time to file financing statements, continuation statements and amendments thereto describing the Collateral without the signatures of the Borrower.

4. CONTINUING AUTHORITY OF AUTHORIZED REPRESENTATIVES. Lender is authorized to rely upon the continuing authority of the persons, directors, officers, signatories or agents hereafter designated ("Authorized Representatives") to bind Borrower with respect to all matters pertaining to the Loan and the Loan Documents including, but not limited to, the selection of interest rates. Such authorization may be changed only upon written notice to Lender accompanied by evidence, reasonably satisfactory to Lender, of the authority of the person giving such notice and such notice shall be effective not sooner than five (5) Business Days following receipt thereof by Lender. The present Authorized Representatives are listed on Exhibit C. Lender shall have a right of approval, not to be unreasonably withheld or delayed, over the identity of the Authorized Representatives so as to assure Lender that each Authorized Representative is a responsible and senior official of Borrower.

5. LOAN DISBURSEMENT.

5.1 Advance of Loan Proceeds. Lender shall, subject to compliance with all of the other terms, conditions and provisions of this Agreement, make disbursement of the Loan proceeds entirely at closing.

6. CONDITIONS PRECEDENT. It shall be a condition precedent of Lender's obligation to close and fund the Loan that each of the following conditions precedent be satisfied in full (as determined by Lender in its discretion which discretion shall be exercised in good faith having due regard for the advice of Lender's Consultants), unless specifically waived in writing by Lender at or prior to closing and funding the Loan:

6.1 Satisfactory Loan Documents. Each of the Loan Documents and Security Documents shall be satisfactory in form, content and manner of execution and delivery to Lender and its counsel.

6.2 No Material Change. No material adverse change shall have occurred in the financial condition, business, affairs, operations or control of Borrower since the date of its financial statements most recently delivered to Lender.

6.3 Warranties and Representations Accurate. All warranties and representations made by or on behalf of Borrower or the County Board to Lender shall be true, accurate and complete in all material respects and shall not omit any material fact necessary to make the same not misleading.

6.4 Sufficiency of Security Documents. The Mortgage and the other Security Documents shall create a valid and perfected lien on the property described therein ("Collateral") and each of the Security Documents and any related UCC filings shall have been duly recorded and filed to the satisfaction of Lender and its counsel.

6.5 No Other Liens; Taxes and Municipal Charges Current. The Collateral shall not be subject to any liens or encumbrances, whether inferior or superior to the Loan Documents or the Security Documents, except in respect of: (i) real estate taxes and personal property taxes not yet due and payable; and (ii) Permitted Encumbrances, if any. All real estate taxes, personal property taxes and other municipal charges relating to any of the Collateral shall be current.

6.6 Property Matters. If requested by Lender, Lender shall have received and independently approved each of the following: (i) evidence of Licenses and Permits for the Property sufficient to allow the Property to be operated in the ordinary course of business; and (ii) a detailed, current rent roll together with copies of all leases and lease guaranties.

6.7 Compliance With Law. If requested by Lender, Lender shall have received and independently approved evidence that:

(i) Present Compliance. All real estate and tangible personal property constituting or intended to constitute Collateral for the Loan complies with all applicable Legal Requirements and the provisions of all applicable Licenses and Permits.

(ii) No Prohibitions or Violations. There are no applicable Legal Requirements which prohibit or adversely limit the use of the Property for the purposes the same are intended for, nor is there any outstanding and uncured violation of any applicable Legal Requirements.

(iii) Licenses and Permits. All Licenses and Permits and private approvals of every nature whatsoever, if any, which are reasonably necessary in order to allow the operation of the Property as contemplated by this Agreement and as needed under applicable Legal Requirements have been duly and finally received with all appeal periods therefrom having elapsed, with no appeal having been taken therefrom, and with no violations existing under the terms thereof.

6.8 Title Insurance; Other Evidence of Perfection. Lender shall have received: (i) a mortgagee's title insurance policy in form and substance acceptable to Lender and its counsel;

and (ii) such other evidence of the perfection of its security interests as Lender and its counsel may reasonably require.

6.9 Survey. If required by Lender, Lender shall have received and approved a current, on-site instrument survey of the Land containing a certification thereon, or on a separate surveyor's certificate, of a Registered Land Surveyor acceptable to Lender which meets Lender's survey requirements.

6.10 Condition of Property. There shall have been no material unrepaired or unrestored damage or destruction by fire or otherwise to any of the real or tangible personal property comprising or intended to comprise the Collateral.

6.11 No Takings. Neither the Property nor any material portion thereof shall have been taken by eminent domain nor shall there be any threat of such a taking.

6.12 Insurance. If required by Lender, Borrower shall have provided to Lender with respect to the Property and the Collateral evidence of insurance coverages which meet the property, hazard and other insurance requirements set forth on Exhibit D of this Loan Agreement to the satisfaction of Lender and Lender's Consultants.

6.13 Utilities; Water; Drainage. If required by Lender, Lender shall have received reports addressed to Lender from qualified engineers satisfactory to Lender that sanitary drinking water, sanitary sewer disposal systems, utility and power connections and storm drainage adequate for the Property are available as a matter of right and that all Licenses and Permits and contracts therefor have been duly obtained.

6.14 Organizational Documents. Lender shall have received and approved the organizational documents of Borrower.

6.15 Votes, Consents and Authorizations. Lender shall have received and approved certified copies of all authorizations as may be reasonably required to evidence authority for: (i) closing the Loan and the transactions contemplated hereby; (ii) providing continuing authorization to designated persons to deal in all respects on behalf of Borrower; and (iii) the execution of all Loan Documents.

6.16 Legal and Other Opinions. Lender shall have received and approved legal opinion letters from counsel representing Borrower and the County Board which meet Lender's legal opinion requirements. Lender shall also have received from qualified attorneys, engineers, surveyors and architects, such other certificates, opinions, surveys, and other evidence of compliance with each of the conditions herein set forth as Lender may reasonably require.

6.17 Leasing Matters.

6.17.1 Rent Roll. Lender shall have received and approved a current rent roll for the Property and complete copies of all existing leases and lease guaranties,

6.17.2 Pre-Leasing. Borrower shall not enter into or renew any lease of any portion of the Property without Lender's prior written consent, except for Approved Leases, and such approval by Lender will not be unreasonably withheld.

6.18 No Default. There shall not be any Default under any of the Loan Documents.

6.19 Hazardous Waste, Hazardous Materials and Toxic Substances. Upon request, Borrower agrees to provide any existing environmental reports in Borrower's possession or control to Lender for the Property.

7. WARRANTIES AND REPRESENTATIONS. Borrower warrants and represents to Lender for the express purpose of inducing Lender to enter into this Agreement, to make the Loan, and to otherwise complete all of the transactions contemplated hereby, that as of the date of this Agreement, upon the date the Loan is funded and at all times thereafter until the Loan has been repaid and all Obligations to Lender and any Affiliate of Lender have been satisfied as follows:

7.1 Financial Information. True, accurate and complete financial statements of Borrower have been delivered to Lender and the same fairly present the financial condition of Borrower as of the dates thereof and no material and adverse change has occurred in such financial condition since the dates thereof. All financial statements of Borrower hereafter furnished to Lender shall be true, accurate and complete and shall fairly present the financial condition of Borrower as of the dates thereof.

7.2 No Violations. The consummation of the Loan and the subsequent payment and performance of the Obligations evidenced and secured by the Loan Documents shall not constitute a violation of, or conflict with, any law, order, regulation, contract, agreement or organizational document to which Borrower is a party or by which Borrower, or the property thereof, may be bound.

7.3 Leases. True and complete copies of all leases of the Property which are now in effect (and all guaranties thereof) have been delivered to Lender. Such leases have not been further amended or changed in any respect and are in full force and effect, subject, however, to the terms of the Loan Documents.

7.4 Compliance With Legal Requirements. The Borrower and the Property complies with, and shall continue to comply with, all material Legal Requirements and any and all covenants, conditions, restrictions or other matters which materially affect the Obligations or the Property.

7.5 Required Licenses and Permits. All Licenses and Permits which are reasonably required in order to operate the Property in the usual course of business have been duly and properly obtained, and will remain in full force and effect, and have been, and shall be complied with, in all material respects.

7.6 Curb Cuts and Utility Connections. All required curb cuts, utility connections and Licenses and Permits therefor have been duly obtained and are in full force and effect and all utility services as reasonably required for water, gas, electric, telephone, sewer and storm

drainage and sanitary waste disposal are and shall be available as a matter of right and to an extent adequate to serve the Property for their intended uses.

7.7 Good Title and No Liens. Borrower is the lawful owner of the Property and of areas over, under or on which utility or passage easements are required to make use of the Property and parking as contemplated by the Loan Documents, and is and will be the lawful owner of the Property, free and clear of all liens and encumbrances of any nature whatsoever, except for the matters, if any, which are listed as Permitted Encumbrances in the Mortgage.

7.8 Use of Proceeds. The proceeds of the Loan shall be used solely and exclusively for the payment in full and refinancing on the date hereof of Lender's existing line of credit to Borrower and all of Borrower's indebtedness to First Bank Strasburg and payment of costs and expenses incurred in connection with the financing provided by the Loan. No portion of the proceeds of the Loan shall be used directly or indirectly, and whether immediately, incidentally or ultimately to purchase or carry any margin stock, or to extend credit to others for the purpose thereof, or to repay or refund indebtedness previously incurred for such purpose.

7.9 Entity Matters.

7.9.1 Organization. Borrower is a duly organized validly existing public body corporate and political subdivision in good standing under the laws of the Commonwealth of Virginia, and has all requisite power and authority to conduct its business and to own its property, as now conducted or owned, and as contemplated by this Loan Agreement.

7.9.2 Taxpayer Identification Numbers. The taxpayer identification numbers of Borrower and the County Board are accurately stated in Exhibit B.

7.9.3 Authorization. All required actions and proceedings have been duly taken so as to authorize the execution and delivery by Borrower and the County Board of the Loan Documents.

7.10 Valid and Binding. Each of the Loan Documents constitute legal, valid and binding obligations of Borrower and, where applicable, the County Board; subject to bankruptcy, insolvency and similar laws of general application affecting the rights and remedies of creditors and, with respect to the availability of the remedies of specific enforcement, subject to the discretion of the court before which any proceeding therefor may be brought.

7.11 Deferred Compensation and ERISA. Borrower does not have any pension, profit sharing, stock option, insurance or other arrangement or plan for employees covered by Title IV of the Employment Retirement Security Act of 1974, as now or hereafter amended ("ERISA") except as may be designated to Lender in writing by Borrower from time to time ("ERISA Plan") and no "Reportable Event" as defined in ERISA has occurred and is now continuing with respect to any such ERISA Plan. The granting of the Loan, the performance by Borrower of its obligations under the Loan Documents and Borrower's conducting of its operations do not and will not violate any provisions of ERISA.

7.12 Conditions Satisfied. Assuming that Lender and Lender's Consultants have approved all matters requiring their approval, all of the required conditions precedent to closing and funding the Loan set forth in Section 7 have been satisfied.

7.13 No Material Change; No Default. No Default exists under any of the Loan Documents. There is no Default on the part of Borrower or the County Board under this Agreement or any of the other Loan Documents and no event has occurred and is continuing which could constitute a Default under any Loan Document.

7.14 No Broker or Finder. Neither Borrower, nor the County Board, nor anyone on behalf thereof, has dealt with any broker, finder or other person or entity who or which may be entitled to a broker's or finder's fee, or other compensation, payable by Lender in connection with this Loan.

7.15 Background Information and Certificates. All of the factual information contained or referred to in Section 1 of this Agreement and in the Exhibits to this Agreement or the other Loan Documents, and in the certificates and opinions furnished to Lender by or on behalf of Borrower or the County Board in connection with the Property or the Loan, is true, accurate and complete in all material respects, and omits no material fact necessary to make the same not misleading.

7.16 County Board's Warranties and Representations. Borrower has no reason to believe that any warranties or representations made in writing by the County Board to Lender are untrue, incomplete or misleading in any respect.

7.17 Condemnation/Casualty. There are no condemnation proceedings or the like pending or, to the Borrower's best knowledge, threatened in writing against the Property or any portion thereof nor has there occurred any casualty at the Property.

7.18 Other Indebtedness. Borrower has no financial obligation under any indenture, debt instrument, mortgage, deed of trust, loan agreement or the like other than indebtedness described in Borrower's most recent financial statements provided to the Lender, indebtedness arising under the Loan Documents or Permitted Additional Debt other than its reimbursement obligation to the County.

7.19 Special Assessments. Except as may be set forth in the Title Policy, as of the date hereof there are no pending, or to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Property.

7.20 Subsidiaries. Borrower has and will have no subsidiaries.

7.21 Flood Zone. No portion of the Property is located in any special flood hazard area designated as such by any Governmental Authority.

7.22 Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws. (a) Borrower and the County Board (1) is not currently identified on OFAC List, (2) is not a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or

Executive Order of the President of the United States, and (3) is not in violation of any Legal Requirements relating to terrorism or money laundering. Borrower has implemented procedures, and will consistently apply those procedures throughout the term of the Loan, to ensure the foregoing representations and warranties remain true and correct during the term of the Loan.

7.23 General. Borrower has disclosed all materials facts and conditions which are necessary to make the representations and warranties set forth herein or in any other Loan Document not materially misleading.

7.24 Use of Property. The Property will be used exclusively in furtherance of Borrower's economic development and other governmental purposes.

8. COVENANTS. Borrower covenants and agrees that from the date hereof and so long as any indebtedness remains unpaid hereunder, or any of the Loan or other Obligations remains outstanding, as follows:

8.1 Notices. Borrower shall, with reasonable promptness, but in all events within three (3) days after it has actual knowledge thereof, notify Lender in writing of the occurrence of any act, event or condition which constitutes a Default under any of the Loan Documents. Such notification shall include a written statement of any remedial or curative actions which Borrower proposes to undertake to cure or remedy such Default. Borrower shall promptly notify Lender in writing of (i) any material litigation which is not covered by insurance and (ii) of any other litigation against Borrower or the Property in which the amount in controversy exceeds $10,000 other than existing litigation in which the Borrower is a party arising from or as part of litigation pending against Jennifer McDonald and her affiliates and the Town of Front Royal, Virginia.

8.2 Financial Statements and Reports. Borrower shall keep adequate records and books of account in accordance with generally accepted accounting principles. Borrower shall furnish or cause to be furnished to Lender from time to time, the following financial statements and reports and other information, all in form, manner of presentation and substance acceptable to Lender:

8.2.1 Annual Statements. Within 210 days following the end of each of its fiscal year-ends, audited financial statements of Borrower prepared in accordance with generally accepted accounting principles, or other recognized method of accounting acceptable to Lender, consistently applied, by an independent, certified public accountant acceptable to Lender, such financial statements to include and to be supplemented by such detail and supporting data and schedules as Lender may from time to time reasonably determine and such financial statements shall be accompanied by an opinion of the auditor;

8.2.2 Data Requested. Within a reasonable period of time and from time to time such other financial data or information as Lender may reasonably request with respect to the Property or Borrower, including, but not limited to, rent rolls, leases, budgets, forecasts, reserves, cash flow projections, property condition reports, appraisals, surveys, title reports, insurance and endorsements,

environmental reports, UCC and other searches, evidence of other matters described in Section 7 above, information related to the pending lease or sale proposals with respect to the Property, and recovery of assets from Jennifer R. McDonald and/or related proceedings (the "Recovery Proceedings");

8.2.3 Lease and Litigation Notices. Concurrently with the giving thereof, and within five (5) Business Days, copies of all notices, other than routine correspondence, given or received with respect to any Property leases or Recovery Proceedings.

8.3 Payment of Taxes and Other Obligations. Subject to the right to contest and exclusion of existing litigation as set forth in Section 10.1, Borrower shall duly pay and discharge, or cause to be paid and discharged, before the same shall become overdue, all taxes, assessments and other governmental charges payable by it, or with respect to the Property, as well as all claims or obligations for labor, materials, supplies or services in any amount.

8.4 Conduct of Business; Compliance With Law. Borrower shall operate the Property and conduct its affairs in a lawful manner and in compliance with all Legal Requirements (including without limitation, Access Laws (as defined in the Mortgage) applicable thereto and all provisions of ERISA).

8.5 Insurance. Borrower shall at all times maintain in full force and effect the insurance coverages set forth in Exhibit D of this Loan Agreement and shall cause Lender to be designated as mortgagee/loss payee/additional insured in accordance with the requirements of Exhibit D. All insurance premiums shall be paid in advance, and Lender shall be provided with evidence of such prepayment of insurance premiums prior to closing and thereafter at least thirty (30) days prior to each date on which the coverage may lapse for non-payment or otherwise or replacement of such coverages.

8.6 Restrictions on Liens, Transfers and Additional Debt.

8.6.1 Prohibited Transactions. Except for Permitted Transactions, Borrower shall not:

(i) create or incur, or suffer to be created or incurred, or to exist, any encumbrance, mortgage, pledge, lien, charge or other security interest of any kind upon the Property (or any portion thereof) and/or any of its assets of any character related to the Property, or any portion thereof, whether now owned or hereafter acquired or upon the proceeds or products thereof other than Permitted Encumbrances;

(ii) create or incur any indebtedness for borrowed funds with respect to the Property whether secured or unsecured either directly or as a guarantor except for the Loan; or

(iii) sell, convey, transfer, assign or exchange the Property (or any portion thereof) and/or any of its assets of any character related to the Property, or any portion thereof, whether now owned or hereafter acquired,

except for (i) fair market value and where all of the proceeds of the disposition is transferred at settlement to Lender for the curtailment of principal of the Loan; and (ii) or where such relates to Borrower's economic development mission (the "Mission"), with the approval of Lender, which will not be unreasonably withheld.

8.6.2 Permitted Transactions. The term "Permitted Transactions" means Permitted Transfers, Permitted Additional Debt, Permitted Encumbrances and Approved Leases.

8.6.3 Permitted Transfers. The term "Permitted Transfers" shall mean:

(i) the Security Documents and other agreements in favor of Lender;

(ii) transactions, whether outright or as security, for which Lender's prior written consent has been obtained, which consent will not be unreasonably withheld relating to its Mission;

(iii) sales or dispositions in the ordinary course of business of worn, obsolete or damaged items of personal property or fixtures which are suitably replaced;

(iv) sales or dispositions of all or a portion of the Property which are not prohibited by Section 8.6.1(iii);

(v) existing agreements with the County to reimburse the County for payments made by the County for the benefit of the Borrower or on its behalf ("Obligations to the County"); and

(vi) existing loans of the Borrower.

8.6.4 Permitted Additional Debt. The term "Permitted Additional Debt" shall mean:

(i) transactions, whether secured or unsecured, for which Lender's prior written consent has been obtained, which consent may be withheld, granted or granted conditionally subject to such protective and other conditions as Lender may require in its sole and absolute discretion; and

(ii) indebtedness incurred in the ordinary course of business for the purchase of goods or services which are unsecured and payable, without interest, within thirty (30) days of billing and not evidenced by a promissory note or similar instrument.

(iii) Borrower's conduit loans, lease or other obligations where the credit for such indebtedness is not the Borrower.

(iv) the Borrower's existing loans and extension or amendments thereto and the Borrower's Obligations to the County ("Permitted Encumbrances").

8.6.5 Right to Accelerate Loan. The Loan shall become due and payable in full, and the Lender shall have the right to accelerate the Loan and declare an Event of Default, at the option of Lender, upon any breach or violation of the provisions of Section 8.6.

8.6.6 Lender's Options. Lender may, at its option, in lieu of accelerating the Loan, and in its sole and absolute discretion, agree to waive compliance with the provisions of this Section 9.6. in any instance upon compliance with such terms and conditions as Lender may impose, including, without limitation, the payment of a material fee and a change in the interest rate and other terms. Except for Permitted Transfers which do not require the consent of Lender, Lender may grant or withhold, or conditionally grant, its consent to any proposed transfer in its sole and absolute discretion.

8.7 Limits on Guaranties.

8.7.1 Limits. Borrower shall not guarantee to anyone other than Lender (and any Affiliate of Lender) the obligations of any person or entity.

8.8 Indemnification Against Payment of Brokers' Fees. Borrower agrees to defend, indemnify and save harmless Lender from and against any and all liabilities, damages, penalties, costs, and expenses, relating in any manner to any brokerage or finder's fees in respect of the Loan.

8.9 Limitations On Certain Transactions. Borrower agrees to the following limitations:

8.9.1 No Dissolution, Liquidation, Merger or Acquisition. Borrower shall not dissolve or liquidate, nor merge or consolidate with, or otherwise acquire all or substantially all of the assets of any other entity.

8.9.2 Security Interest. The Borrower grants to the Lender, for itself and as agent for any Affiliate of Lender holding any Obligations, a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from the Lender or any Affiliate of Lender to the Borrower and any cash, securities, instruments, or other property of the Borrower in the possession of the Lender or any Affiliate of Lender whether for safekeeping or otherwise, or in transit to or from the Lender or any Affiliate of Lender (regardless of the reason the Lender or any Affiliate of Lender had received the same or whether the Lender or any Affiliate of Lender has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to the Lender or any Affiliate of Lender and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to the Lender or any Affiliate of Lender at any time, and whether or not other collateral is then available to the Lender or any Affiliate of Lender.

8.10 Place for Records; Inspection. Borrower shall maintain all of its business records at the address specified at the beginning of this Agreement or with the County. Upon reasonable notice and at reasonable times during normal business hours Lender shall have the right (through such agents or Consultants as Lender may designate) to visit and inspect the Property, to examine Borrower's property and make copies of and abstracts from Borrower's books of account, correspondence and other records and to discuss its financial and other affairs, including, but not limited to, with respect to the Recovery Proceedings, with any accountants hired by Borrower, it being agreed that Lender shall use reasonable efforts to not divulge information obtained from such examination to others except in connection with Legal Requirements and in connection with administering the Loan, enforcing its rights and remedies under the Loan Documents and in the conduct, operation and regulation of its banking and lending business (which may include, without limitation, the transfer of the Loan or of participation interests therein). Any transferee of the Loan or any holder of a participation interest in the Loan shall be entitled to deal with such information in the same manner and in connection with any subsequent transfer of its interest in the Loan or of further participation interests therein.

8.11 Costs and Expenses. Borrower shall pay all reasonable costs and expenses (excluding salaries or wages of full time employees of Lender) of any nature incurred by Lender at any time and from time to time in connection with the implementation of the Loan, the administration of the Loan, the negotiation or entering into of any "workout" of the Loan, any modification of the Loan, the exercise or enforcement of Lender's powers, rights and/or remedies under the Loan Documents, including, without limitation, reasonable fees and disbursements of the following: outside legal counsel, allocated costs of in-house legal counsel, accounting fees, consulting fees, brokerage fees, appraisal fees, inspection fees, environmental review fees, survey fees, title insurance fees, plan review fees, travel costs, fees and out-of-pocket costs of independent engineers and consultants, court costs, receiver's fees, management fees and costs incurred in the repair, maintenance and operation of, taking possession of or selling all or any part of the Property, all filing, registration or recording fees, taxes and other charges, and all costs and expenses incident to the execution, acknowledgment, delivery and recording and/or filing of the Mortgage, any other Loan Documents, any mortgage supplemental hereto or thereto, any security instrument with respect to the Collateral, and any instrument of further assurance, and all Federal, state, county and municipal stamp taxes and other taxes, duties, impositions, assessments and charges arising out of or in connection with the execution and delivery of the Mortgage, any other Loan Documents or any mortgage supplemental hereto or thereto, any security instrument with respect to any the Collateral, any other Loan Document or any instrument of further assurance, and any reasonable costs and expenses required to be paid under this Agreement, the Mortgage or any other Loan Document or (collectively, "Expenses"). Borrower's obligations to pay Expenses shall include, without limitation, all reasonable attorneys' fees and other costs and expenses reasonably incurred for preparing and conducting litigation or dispute resolution arising from any breach by Borrower of any covenant, warranty, representation or agreement under any one or more of the Loan Documents, including, without limitation, in connection with any bankruptcy, insolvency, reorganization, liquidation or similar debtor relief event, action or proceeding and any claim of the Lender filed in connection therewith.

8.12 Compliance with Legal Requirements; Zoning. Borrower shall comply with all Legal Requirements applicable to the Property, Borrower, or both. Borrower shall not, without

the Lender's prior consent, seek, make, suffer, consent to or acquiesce in any change or variance in any zoning or land use laws or other conditions of current use of the Property or any portion thereof in any way that would have a material adverse effect on the current operation and use of the Property. Borrower shall not use or permit the use of any portion of the Property in any manner that could result in such use becoming a legal non-conforming use (to the extent the Property is not a legal non-conforming use as of the date of this Agreement) under any zoning or land use law or any other applicable law or modify any agreements in any material respect relating to zoning or land use matters or relating to the joinder or merger of lots for zoning, land use or other purposes, without the prior written consent of the Lender, not to be unreasonably withheld, conditioned, or delayed. Without limiting the foregoing, in no event shall Borrower take any action that would reduce or impair either (a) the number of parking spaces at the Improvements or (b) access to the Property from adjacent public roads. Further, without the Lender's prior written consent, Borrower shall not file or subject any part of the Property to any declaration of condominium or co-operative or convert any part of the Property to a condominium, co-operative or other direct or indirect form of multiple ownership and governance.

8.13 Indemnification. Borrower shall at all times, both before and after repayment of the Loan, at its sole cost and expense defend, indemnify, exonerate and save harmless Lender and any other Affiliate of Lender and all those claiming by, through or under Lender and/or any other Affiliate of Lender (each an "Indemnified Party") against and from all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind whatsoever, including, without limitation, reasonable attorneys' fees and experts' fees and disbursements, which may at any time (including, without limitation, before or after discharge or foreclosure of the Mortgage) be imposed upon, incurred by or asserted or awarded against any Indemnified Party and arising from or out of:

(i) any Hazardous Materials or any violation of, or failure to comply with, any Environmental Laws all as more particularly provided for in the Mortgage with respect to the Property or any other Collateral;

(ii) any liability for damage to person or property arising out of any violation of any Legal Requirement applicable to the Property, Borrower, or both;

(iii) any act, omission, negligence or conduct at the Property, or arising or claimed to have arisen, out of any act, omission, negligence or conduct of Borrower or any contractor, sub-contractor, tenant, occupant, invitee or Affiliate thereof, which is in any way related to the Property; or

(iv) any liability, loss, damage and expense, including reasonable attorney's fees, which it may or shall incur (or be imposed upon) by reason of the execution of this Agreement and any other Loan Document, the making of the Loan, and/or any commercially reasonable action taken in good faith by Lender hereunder or under the other Loan Documents, without limitation, the exercise of Lender's rights and remedies under the Loan Documents.

Notwithstanding the foregoing, an Indemnified Party shall not be entitled to indemnification in respect of claims arising from acts of its own gross negligence or willful misconduct to the extent that such gross negligence or willful misconduct is determined by the final judgment of a court of competent jurisdiction, not subject to further appeal, in proceedings to which such Indemnified Party is a proper party.

8.14 Leasing Matters.

8.14.1 Lender's Further Approval Required Lender's prior written approval shall be required in each instance, but will not be unreasonably withheld, as to: (i) the economic and other terms of every lease and occupancy agreement of the Property or any portion thereof; (ii) each tenant; (iii) each guarantor of a tenant's obligations; (iv) any consent to subletting or assignment; (v) any modification or amendment to a lease; and (vi) any termination, cancellation or surrender of a lease. Any lease, or modification or amendment of lease, which has been so approved by Lender, and, if so requested by Lender as to which the tenant has executed an SNDA Agreement, estoppel certificate, or both, acceptable to Lender, shall be an "Approved Lease".

8.14.2 Borrower's Requests Any request by Borrower for an approval from Lender with respect to leasing matters shall be accompanied, at a minimum, by the following: (i) the proposed lease or amendment or modification thereof complete with all applicable schedules and exhibits; (ii) a complete copy of any proposed guaranty; (iii) comprehensive financial information with respect to the proposed tenant, sub-tenant or assignee and, if applicable, the proposed guarantor (as to new leases or amendments or modifications to existing leases involving material economic changes, and as to proposed sub-lets or assignments); (iv) a brief written summary of the proposed permitted uses and a discussion of how such uses relate to other tenancies then existing at the Property; (v) an executive summary of the terms and conditions of the proposed lease, sub-lease or assignment, and, if applicable, the proposed guaranty; and (vi) an executive summary of the facts and conditions relating to any proposed termination of lease.

8.14.3 Lender Response Lender shall act on requests from Borrower for any approval under Section 8.14 in a commercially reasonable manner and shall use commercially reasonable efforts to respond to any such request within twenty-five (25) days following Lender's receipt thereof. Lender's response may consist of an approval or disapproval of the request, or a conditional approval thereof subject to specified conditions, or a request for further data or information, or any combination thereof. In order to expedite the processing of requests for such approvals, Borrower agrees to provide Lender with as much advance information as is possible in a commercially reasonable manner in advance of Borrower's formal request for an approval. Borrower agrees to prepare and submit to Lender for Lender's prior approval, which approval shall not be unreasonably withheld or delayed a standard lease form ("Form Lease"). Whenever reasonably possible all Borrower's requests for lease approvals shall be accompanied by an express description of any deviations from the Form Lease.

8.14.4 SNDAs and Estoppels. Lender shall have the right to require each tenant to execute and deliver to Lender a subordination, non-disturbance of possession and attornment agreement ("SNDA Agreement") in form, content and manner of execution acceptable to Lender and, from time to time, an estoppel certificate in form and manner of execution acceptable to Lender.

8.14.5 Exceptions For Approvals Notwithstanding the foregoing, Lender's prior written approval under Section 8.14 shall not be required with respect to any lease, tenant, guarantor, sublet, assignment, modification, amendment, termination, cancellation or surrender, if the same relates in any single instance, or when aggregated with all other circumstances for which Lender's such approval has not been obtained, do not involve more than 1,000 rentable square feet at the Property.

8.14.6 Appraisal Matters Lender shall have the right at its option, from time to time, to order an appraisal in form and substance acceptable to Lender with respect to all or any portion of the Property.

8.15 Replacement Documentation. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon surrender and cancellation of such Note or other security document, Borrower will issue, in lieu thereof, a replacement Note or other security document in the same principal amount thereof and otherwise of like tenor.

8.16 Recovered Assets. Notwithstanding anything herein to the contrary: (a) Any and all real property hereafter recovered by the Borrower from Jennifer McDonald or any third party which engaged in any theft, wrongdoing, diversion, conversion and/or embezzlement of any funds from the Borrower (including any such real property which may be conveyed to the Borrower pursuant to any related Court Order) (collectively, the "Defalcation Parcels") shall be subject to the lien of the Mortgage and pledged and encumbered by Borrower to Lender as additional Collateral for the Loan, subject to the County's Reserved Reimbursement Right and other exceptions described in Section 8.16(c) below. In connection herewith, Borrower shall promptly notify Lender if and when any Defalcation Parcels are discovered or identified by Borrower subsequent to the closing of the Loan and, from time to time, shall promptly execute and record an amendment and confirmation of the lien of the Mortgage with respect to any such Defalcation Parcel. Lender's security interest in and lien upon the Defalcation Parcels as described herein shall continue in full force and effect and shall exist upon all Defalcation Parcels at all times during the term of this Agreement;

(b) The Lender and the Borrower agree to jointly tender to the Court an Order of Dismissal in the Confession of Judgment proceedings pending before the Circuit Court of Warren County, Virginia, Case No. L19001060-00, styled The First Bank and Trust Company v. Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia, wherein a judgment was confessed in the sum of $9,015,742.18 on September 25, 2019 upon the terms set forth therein within five (5) Business Days

following the date on which the Loan has closed and the Mortgage has been recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia;

(c) The Lender and the Borrower agree to the sharing of the proceeds of the fair market value disposition of any Recovered Assets (as defined below) as follows: the County shall have the right to reimbursement from the Borrower or otherwise from Recovered Assets of up to $2,500,000, and the County (as reimbursement from the Borrower) and the Lender shall share all Recovered Assets in excess of $2,500,000 on a 50%-50% basis (with the Lender's share to be applied to curtail the principal of the Loan) (collectively, as to the County , the "Reserved Reimbursement Right"). Subject to the Reserved Reimbursement Right, the Lender shall have a first priority security interest in and lien upon any and all Recovered Assets. For purposes hereof, "Recovered Assets" means any and all Defalcation Parcels and other property, assets or proceeds recovered by the Borrower by judgment, settlement, forfeiture, seizure or otherwise from Jennifer R. McDonald and/or any other present or future defendant: (i) in that certain civil action styled INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA a/k/a ECONOMIC DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA v. Jennifer R. McDonald, et als, Case No. CL19-398-00, now pending before the Circuit Court of Warren County, Virginia (the **"**Civil Action**"**); or (ii) by forfeiture, surrender or seizure arising from any criminal proceedings brought against Jennifer R. McDonald or any other present or future defendant arising from any claims made by the Borrower, whether or not the same are made in litigation, that are similar in nature to those made in such Civil Action, against any person other than the Lender. Recovered Assets shall also include, subject to the Reserved Reimbursement Right, an irrevocable and absolute assignment and transfer to Lender by the Borrower of all of its right, title and interest in and to any funds or property in any form whatsoever that may be recovered or awarded to the Borrower in connection with that certain Petition for Pretrial Seizure and Attachment in connection with the Civil Action, which Petition is also currently pending before the Circuit Court of Warren County, Virginia in Case No. L1900399-00. Recovered Assets proceeds shall include cash payments, non-cash proceeds and anything acquired upon the sale, lease, license, exchange or other disposition of the Defalcation Parcels or any other Recovered Assets, any rights and claims arising therefrom, any collections and distributions on account thereof, and shall further include any civil forfeiture filed by the United States of America, the Internal Revenue Service or any federal tax sale proceeds. Any proceeds received by settlement or judgment on claims that are not included in the Civil Action or criminal proceedings, including but not limited to that certain Civil Action Industrial Development Authority of the Town of Front Royal and The County of Warren, Virginia a/k/a Economic Development Authority of the Town of Front Royal and the County of Warren, Virginia v. TLC Settlements, LLC, Tracy L. Bowers, Service Title of Front Royal, LLC, Victoria L. Williams, Century 21, Campbell Realty, Inc., Jeannette M. Campbell, Walter L. Campbell, Rappawan, Inc. and William T. Vaught, Jr.-Case No. CL20-515 and Town of Front Royal, Virginia v. Industrial Development Authority of the Town of Front Royal and The County of Warren, Virginia a/k/a The Economic Development Authority of Warren County ("EDA"), Jennifer R. McDonald, DaBoyz, LLC, MoveOn8, LLC-Case No. 19-714 and monies received from insurance policies

are specifically excluded from lien or recovery by the Lender and may be payable to the County so long as such amounts are limited to reimbursement to the County for payments made by the County for the benefit of or on behalf of the Borrower relating to the pursuit of such described cases, the Civil Action or similar claims or proceedings.

8.17 Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws. Borrower shall comply with all Legal Requirements relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Borrower shall not use the proceeds of the Loan in any manner that will violate the United States Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or the United States Anti-Terrorism Order or any United States enabling legislation or executive order relating to any of the same. Without limiting the foregoing, Borrower (a) will not permit itself to become a blocked person described in Section 1 of the United States Anti-Terrorism Order; and (b) will not (i) conduct any business or engage in any transaction or dealing with any blocked person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any blocked person; (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224, the USA Patriot Act (the "Patriot Act") or any other Legal Requirements relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereinafter in effect. Upon Lender's request from time to time during the term of the Loan, Borrower shall certify in writing to Lender that Borrower's representations, warranties, covenants and obligations with respect to these and related matters remain true and correct and have not been breached. Borrower shall immediately notify Lender in writing if any of such representations, warranties or covenants are no longer true or have been breached or if Borrower has a reasonable basis to believe that they may no longer be true or have been breached. In connection with such an event, Borrower shall comply with all Legal Requirements and directives of governmental authorities and, at Lender's request, provide to Lender copies of all notices, reports and other communications exchanged with, or received from, governmental authorities relating to such an event. Borrower shall also reimburse Lender any expenses incurred by Lender in evaluating the effect of such an event on the Loan and Lender's interest in the collateral for the Loan, in obtaining any necessary license from governmental authorities as may be necessary for Lender to enforce its rights under the Loan Documents, and in complying with all Legal Requirements applicable to Lender as the result of the existence of such an event and for any penalties or fines imposed upon Lender as a result thereof.

9. SPECIAL PROVISIONS.

9.1 Right to Contest.

9.1.1 Taxes and Claims by Third Parties. Notwithstanding the provisions hereof which obligate Borrower to pay taxes and other obligations to third parties when due, it is agreed that any tax, assessment, charge, levy, claim or obligation to a third party (expressly excluding any obligation created under the Loan

Documents) need not be paid while the validity or amount thereof shall be contested currently, diligently and in good faith by appropriate proceedings, and provided that (a) such contest does not create a default by landlord under any lease assigned to Lender, (b) there is no reason to believe that the contest will not be resolved prior to the Maturity Date, and (c) no Event of Default exists; and provided, further, that Borrower shall pay all taxes, assessments, charges, penalties, interest or levies: (i) immediately upon the commencement of proceedings to enforce any lien which may have attached as security therefor, unless such proceeding is stayed by proper court order pending the outcome of such contest; and (ii) as to claims for labor, materials or supplies, prior to the imposition of any lien on the Property unless the lien is discharged or bonded as set forth below.

9.1.2 Legal Requirements. Borrower may contest any claim, demand, levy or assessment under any Legal Requirements by any person or entity if: (i) the contest is based upon a material question of law or fact raised by Borrower in good faith; (ii) Borrower properly commences and thereafter diligently pursues the contest; (iii) the contest will not materially impair the ability to ultimately comply with the contested Legal Requirement should the contest not be successful and the conduct of the contest will not materially interfere with the ability to obligate all tenants under Approved Leases to pay rent without offset; (iv) Borrower demonstrates to Lender's reasonable satisfaction that Borrower has the financial capability to undertake and pay for such contest and any corrective or remedial action then or thereafter reasonably likely to be necessary; (v) there is no reason to believe that the contest will not be resolved prior to the Maturity Date; (vi) no Event of Default exists; and (vii) if the contest relates to an Environmental Law, in addition to the foregoing conditions, the contest will not materially impair the taking of any required remedial action.

10. EVENTS OF DEFAULT. The following provisions deal with Default, Events of Default, notice, grace and cure periods, and certain rights of Lender following an Event of Default.

10.1 Default and Events of Default. The term "Default" as used herein or in any of the other Loan Documents means an Event of Default, or any fact or circumstance which constitutes, or upon the lapse of time, or giving of notice, or both, could constitute, an Event of Default. Each of the following events, unless cured within any applicable grace period set forth or referred to below in this Section 1.1, or in Section 1.2, shall constitute an "Event of Default":

10.1.1 Generally. A default by Borrower in the performance of any term, provision or condition of this Agreement to be performed by Borrower, or a breach, or other failure to satisfy, any other term, provision, condition, covenant or warranty under this Agreement and such default remains uncured beyond any applicable specific grace period provided for in this Agreement, or as set forth in Section 1.2 below;

10.1.2 Note, Mortgage and Other Loan Documents; Payment Default. A default by Borrower in the performance of any term or provision of the Note, or of the Mortgage, or of any of the other Loan Documents, or a breach, or other failure to satisfy, any other term, provision, condition, representation or warranty under the Note, the Mortgage or any other Loan Document, regardless of whether the then undisbursed portion, if any, of the Loan is sufficient to cover any payment of money required thereby, and the specific grace period, if any, allowed for the default in question shall have expired without such default having been cured.

10.1.3 Financial Status and Insolvency.

A. Borrower shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make an assignment for the benefit of creditors; (iv) consent to, or acquiesce in, the appointment of a receiver, liquidator or trustee of itself or of the whole or any substantial part of its properties or assets; (v) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable law; (vi) have a court of competent jurisdiction enter an order, judgment or decree appointing a receiver, liquidator or trustee of Borrower, or of the whole or any substantial part of the property or assets of Borrower, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for ninety (90) days; (vii) have a petition filed against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable law and such petition shall remain undismissed for ninety (90) days; (viii) have, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assume custody or control of Borrower or of the whole or any substantial part of its property or assets and such custody or control shall remain unterminated or unstayed for ninety (90) days; or (ix) have an attachment or execution levied against any substantial portion of the property of Borrower or against any portion of the Collateral which is not discharged or dissolved by a bond within ninety (90) days.

10.1.4 Liens. A lien for the performance of work, or the supply of materials, or a notice of contract, or an attachment, judgment, execution or levy is filed against the Land or the Improvements and remains unsatisfied or is not discharged or dissolved by a bond (or by cash collateral acceptable to Lender) for a period of ninety (90) days after the filing thereof.

10.1.5 Trustee Process. A writ or other process naming Lender as trustee for any assets of Borrower is served upon the Lender and not stayed or discharged for a period of ninety (90) days.

10.1.6 Breach of Representation or Warranty. Any statement, representation or warranty made by Borrower or in any other instrument or document relating to the Loan or the Property shall at any time be determined by

Lender to be false or misleading in any material respect when made, or any warranty shall be materially breached, or Borrower commits fraud.

10.1.7 Default Under Assigned Contract or Lease. Borrower defaults under any lease of the Property or under any contract assigned to Lender and such default is not cured within the grace period applicable thereto such that the tenant or contracting party obtains the right to terminate the contract or lease or to claim material damages.

10.1.8 Other Agreements with Lender and Affiliates. Borrower breaches or violates the terms of, or if a default (and expiration of any applicable cure period), or an "Event of Default" occurs under, any existing or future agreement (related or unrelated) between Borrower and Lender and/or any Affiliate of Lender.

10.1.9 Agreements with Others. (a) Borrower defaults beyond any (i) grace period in the payment of principal or interest of any indebtedness of Borrower (other than to Lender or any Affiliate of Lender) in excess of Ten Thousand Dollars ($10,000) in the aggregate; or (ii) if Borrower otherwise defaults under the terms of any such indebtedness if the effect of such default is to enable the holder of such indebtedness to accelerate the payment of Borrower's obligations, which are the subject thereof, prior to the maturity date or prior to the regularly scheduled date of payment.

10.1.10 Support Agreement Default; Revocation, Termination or Failure to Renew Support Agreement. A default by the Borrower or the County Board in the performance of any term or provision of the Support Agreement or any other Loan Documents to which the County Board is a party or the breach, or any other failure to satisfy any other term, provision, condition or warranty imposed upon the Borrower or the County Board in the Support Agreement or in any other Loan Document to which the County Board is a party or by which the County Board is bound, or the termination or revocation of the Support Agreement or any other Loan Document to which the County Board is a party, or the failure of the Borrower and the County Board to renew and reaffirm the Support Agreement upon substantially the same terms in advance of the then current expiration thereof.

10.1.11 Invalidity of Loan Documents A final nonappealable judgment is entered finding that the Loan Documents are invalid or unenforceable or if Borrower in any judicial or quasi-judicial case, action or proceeding directly or indirectly contests the validity or enforceability of the Loan Documents or takes any action, directly or indirectly, that contests or hinders, delays, obstructs or interferes with the pursuit of any rights or remedies by Lender (including the commencement and/or prosecution of a foreclosure action, judicial or non-judicial, the appointment of a receiver for the Property or any portion thereof, the right to take possession of the Collateral or any portion thereof or any enforcement of the terms of the Mortgage) after an Event of Default.

10.1.12 Judgment. A judgment for the payment of money involving more than $100,000 is entered against Borrower, and Borrower fails to discharge the same, or fails to cause it to be discharged or bonded off to Lender's reasonable satisfaction, within ninety (90) days from the date of the entry of such judgment.

10.1.13 Material Adverse Change. The existence or occurrence at any time of one or more conditions or events or there is any change in Borrower's financial condition which, in Lender's sole opinion, has or would be reasonably likely to have a Material Adverse Effect.

10.2 Grace Periods and Notice. As to each of the foregoing events the following provisions relating to grace periods and notice shall apply:

10.2.1 No Notice or Grace Period. There shall be no grace period and no notice provision with respect to:

A. nonpayment of interest, and installments of principal prior to maturity, when due;

B. nonpayment of principal at maturity;

C. nonpayment of any other monetary obligations hereunder or under any ,their Loan Documents when due;

D. defaults under Sections 10.1.3 (Financial Status and Insolvency), 10.1.4 (Liens), 10.1.6 (Breach or Representation or Warranty), 10.1.8 (Other Agreements with Lender and Affiliates), 10.1.9 (Agreements with Others), 10.1.10 (Support Agreement Default; Revocation, Termination or Failure to Renew Support Agreement), 10.1.11 (Invalidity of Loan Documents) or 10.1.12 (Judgment); and

E. breaches or defaults under Section 8.6.1 (Restrictions on Liens, Transfers and Additional Debt) and Section 8.16 (Recovered Assets).

10.2.2 Nonmonetary Defaults Capable of Cure. As to nonmonetary defaults which are reasonably capable of being cured or remedied, unless there is a specific shorter or longer grace period provided for in this Loan Agreement or in another Loan Document, there shall be a thirty (30) day grace period following notice from Lender or, if such default would reasonably require more than thirty (30) days to cure or remedy, such longer period of time not to exceed a total of ninety (90) days from Lender's notice as may be reasonably required so long as Borrower shall commence reasonable actions to remedy or cure the default within thirty (30) days following such notice and shall diligently prosecute such curative action to completion within such ninety (90) day period. However, where there is an emergency situation in which there is danger to person or property such curative action shall be commenced as promptly as possible.

10.3 Certain Lender Remedies. If an Event of Default shall occur:

10.3.1 Accelerate Debt. Lender may accelerate and declare the Obligations and indebtedness evidenced by the Note and secured by the Mortgage immediately due and payable (provided that, in the case of a voluntary petition in bankruptcy filed by Borrower or (after the expiration of the grace period, if any, set forth in Section 10.1.3 above) an involuntary petition in bankruptcy filed against Borrower which is not stayed or discharged within the period permitted, such acceleration shall be automatic); and

10.3.2 Pursue Remedies. Lender may pursue any and all remedies provided for hereunder, or under any one or more of the other Loan Documents.

10.4 Written Waivers. If a Default or an Event of Default is waived by Lender, in its sole discretion, pursuant to a specific written instrument executed by an authorized officer of Lender, the Default or Event of Default so waived shall be deemed to have never occurred.

11. ADDITIONAL REMEDIES OF LENDER.

11.1 Remedies. Upon the occurrence of an Event of Default, whether or not the Obligations and the indebtedness evidenced by the Note and secured by the Mortgage shall be due and payable or Lender shall have instituted any foreclosure or other action for the enforcement of the Mortgage or the Note, Lender may, in addition to any other remedies which Lender may have hereunder or under the other Loan Documents, and not in limitation thereof, and in Lender's sole and absolute discretion:

11.1.1 Enter and Perform. Enter upon the Property to perform obligations under leases, or to operate, maintain, repair and improve the Property and employ watchmen to protect the Property, all at the risk, cost and expense of Borrower, consent to such entry being hereby given by Borrower;

11.1.2 Discontinue Work. At any time discontinue any work commenced in respect of the Property or change any course of action undertaken by it and not be bound by any limitations or requirements of time whether set forth herein or otherwise;

11.1.3 Exercise Rights. Exercise the rights of Borrower under any contract or other agreement in any way relating to the Property and take over and use all or any part of the labor, materials, supplies and equipment contracted for by Borrower, whether or not previously incorporated into the realty; and

11.1.4 Other Actions. In connection with any work or action undertaken by Lender pursuant to the provisions of the Loan Documents,

(i) engage builders, contractors, architects, engineers and others for the purpose of furnishing labor, materials and equipment,

(ii) pay, settle or compromise all bills or claims which may become liens against the property constituting the Collateral, or which have been or may be incurred in any manner in connection with the Property or

for the discharge of liens, encumbrances or defects in the title of the Property or the Collateral,

(iii) take or refrain from taking such action hereunder as Lender may from time to time determine, and

(iv) engage marketing and leasing agents and real estate brokers to advertise, lease or sell portions or all of the Property or other Collateral upon such terms and conditions as Lender may in good faith determine.

12. SECURITY INTEREST AND SET-OFF.

12.1 Security Interest. Borrower hereby grants to Lender for itself and as agent for any Affiliate of Lender holding any Obligations, a lien, security interest and right of setoff, as security for all Obligations, and all other obligations and liabilities to Lender, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Lender or any Affiliate of Lender, or in transit to any of them.

12.2 Set-Off and Debit. (i) If any payment is not made when due under any of the Loan Documents, after giving regard to applicable grace periods, if any, or (ii) if any Event of Default or other event which would entitle Lender to accelerate the Loan occurs, then, in any such event, any such deposits, balances or other sums credited by or due from Lender, or from any Affiliate of Lender, to Borrower may to the fullest extent not prohibited by applicable law at any time or from time to time, without regard to the existence, sufficiency or adequacy of any other collateral, be set off, debited and appropriated, and applied by Lender against any or all of Borrower's Obligations. Within five (5) Business Days of making any such set off, debit or appropriation and application, Lender agrees to notify Borrower thereof, provided the failure to give such notice shall not affect the validity of such set off, debit or appropriation and application. ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

12.3 Right to Freeze. Lender shall also have the right, at its option, upon the occurrence of any event which would entitle Lender to set off or debit as set forth in Section 12.2, to freeze, block or segregate any such deposits, balances and other sums so that Borrower may not access, control or draw upon the same.

12.4 Additional Rights. The rights of Lender and each Affiliate of Lender under this Section 12 are in addition to, and not in limitation of, other rights and remedies, including other rights of set off, which Lender or any Affiliate of Lender may have.

13. CASUALTY AND TAKING.

13.1 Casualty and Obligation To Repair. In the event of any damage or destruction to the Property or the other Collateral by reason of fire or other hazard or casualty (collectively, a

"Casualty"), Borrower shall give immediate written notice thereof to Lender and proceed with reasonable diligence, in full compliance with all Legal Requirements and the other requirements of the Loan Documents, to repair, restore, rebuild or replace the affected property (collectively, the "Repair Work").

13.2 Adjustment of Claims. All insurance claims relating to the Property or other Collateral shall be adjusted by Borrower, at Borrower's sole cost and expense, but subject to Lender's prior written approval which approval shall not be unreasonably withheld; provided that if any Default exists under any of the Loan Documents, Lender shall have the right to adjust and compromise such claims without the approval of Borrower.

13.3 Payment and Application of Insurance Proceeds. All proceeds of insurance relating to the Property or other Collateral shall be paid to Lender and, at Lender's option, be applied to Borrower's Obligations or released, in whole or in part, to pay for the actual cost of repair, restoration, rebuilding or replacement (collectively, "Cost To Repair"). In the event any such insurance proceeds shall be used to reduce the Obligations, the same shall be applied by Lender, after the deduction therefrom and repayment to Lender of any and all costs incurred by Lender in the recovery thereof (including reasonable attorneys' fees and disbursements), in any manner it shall designate, including but not limited to, the application of such proceeds to the then unpaid installments of the principal balance due under the Note in the inverse order of their maturity, such that the regular payments, if any, under the Note shall not be reduced or altered in any manner. If the Cost To Repair does not exceed $250,000, Lender shall release so much of the insurance proceeds as may be required to pay for the actual Cost to Repair in accordance with the provisions of Section 14.4. Notwithstanding the foregoing, Lender shall also release so much of the insurance proceeds as may be required to pay for the actual Cost To Repair if:

(i) in Lender's good faith judgment such proceeds together with any additional funds as may be deposited with and pledged to Lender are sufficient to pay for the Cost To Repair;

(ii) in Lender's good faith judgment the Repair Work is likely to be completed prior to the Maturity Date; and

(iii) no Default exists under the Loan Documents.

13.4 Conditions To Release of Insurance Proceeds. If Lender elects or is required to release insurance proceeds, Lender may impose reasonable conditions on such release which shall include, but not be limited to, the following:

(i) Prior written approval by Lender, which approval shall not be unreasonably withheld or delayed of plans, specifications, cost estimates, contracts and bonds for the restoration or repair of the loss or damage;

(ii) Waivers of liens, architect's certificates, contractor's sworn statements and other evidence of costs, payments and completion as Lender may reasonably require;

(iii) If the Cost To Repair does not exceed $250,000, the funds to pay therefor shall be released to Borrower. Otherwise, funds shall be released upon final completion of the Repair Work, unless Borrower requests earlier funding, in which event partial monthly disbursements equal to 90% of the value of the work completed or, if the applicable contract is on a cost plus basis, then 90% of the costs of the work completed if such cost is less than the value thereof shall be made prior to final completion of the repair, restoration or replacement and the balance of the disbursements shall be made upon full completion and the receipt by Lender of satisfactory evidence of payment and release of all liens;

(iv) Determination by Lender that the undisbursed balance of such proceeds on deposit with Lender, together with additional funds deposited for the purpose by Borrower, shall be at least sufficient to pay for the remaining Cost To Repair, free and clear of all liens and claims for lien;

(v) All work to comply with the standards, quality of construction and Legal Requirements applicable to the original construction of the Property; and

(vi) the absence of any Default under any Loan Documents.

13.5 Taking.

13.5.1 Notice of Taking. Borrower, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any part thereof, will notify Lender of the pendency of such proceedings. Lender (i) may participate in any such proceedings and Borrower from time to time will deliver to Lender all instruments requested by it to permit such participation, and (ii) may be represented by counsel selected by Lender (at Borrower's expense).

13.5.2 Assignment; Payment of Award. Any award or compensation payable has been assigned under the Mortgage by Borrower to Lender and shall be paid to Lender; and Borrower, upon request by Lender, shall make, execute and deliver any and all instruments requested for the purpose of confirming the assignment of the aforesaid awards and compensation to Lender free and clear of any liens, charges or encumbrances of any kind or nature whatsoever. Lender shall be under no obligation to question or challenge the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid.

13.5.3 Application of Proceeds. The proceeds of any award or compensation so received shall, at the option of Lender, either be applied toward the payment of the Obligations notwithstanding the fact that the Obligations may not then be due and payable, and/or to the restoration of the Improvements (in the case of a partial taking or temporary condemnation that affects the Improvements in such a way that restoration is required to such Improvements) in accordance

with Section 13.4 of this Loan Agreement. In the event that any portion of the condemnation awards or compensation shall be used to reduce the Obligations, the same shall be applied by Lender in any manner it shall designate, in its discretion, including but not limited to, application of such award or compensation to the then unpaid installments of the principal balance due under the Note in the inverse order of their maturity such that the regular payments under the Note shall not be reduced or altered in any manner. Lender shall not be limited to the interest paid on the proceeds of any award or compensation, but shall be entitled to the payment by Borrower of interest at the applicable rate provided for in the Note. If, in the case of a partial taking or a temporary taking, in the sole judgment of Lender the effect of such taking is such that there has not been a material and adverse impairment of the viability of the Property or the value of the Collateral, so long as no Default exists Lender shall release awards on account of such taking to Borrower consistent with the provisions of Section 13.4 if such awards are sufficient (or amounts sufficient are otherwise made available) to repair or restore the Property to a condition reasonably satisfactory to Lender.

14. GENERAL PROVISIONS.

14.1 Notices. Any notice or other communication in connection with this Loan Agreement, the Note, the Mortgage, or any of the other Loan Documents, shall be in writing, and (i) deposited in the United States Mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service such as Federal Express, or (iii) sent by facsimile transmission or other electronic transmission, if a FAX Number or email is designated below, provided a copy is also sent by first-class mail addressed:

If to Lender:

The First Bank and Trust Company
611 West Jubal Early Drive, Suite A1
Winchester, Virginia 22601
FAX Number: 540/545-8113
Email: rboyd@firstbank.com
Attention: Robert C. Boyd, Senior Vice President

with copies by regular mail or such hand delivery or facsimile transmission to:

Michael Bryan, Esq.
Bryan & Coleman, P.L.C.
116 South Braddock Street
Winchester, Virginia 22601
FAX Number: 540/545-4131
Email: mbryan@michaelbryanlaw.com

If to Borrower:

Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia
c/o Chairman, 220 North Commerce Avenue
Front Royal, Virginia 22630
Attention: Chairman

with copies by regular mail or such hand delivery or facsimile transmission to:

Sands Anderson PC
1111 E. Main Street, Suite 2400
Richmond, Virginia 23219
FAX Number: (804) 783-7291
Email: dsiegel@sandsanderson.com
Attention: Daniel M. Siegel, Esq.

Any such addressee may change its address for such notices to such other address in the United States as such addressee shall have specified by written notice given as set forth above. All periods of notice shall be measured from the deemed date of delivery. Lender shall be fully entitled to rely upon any facsimile or other electronic transmission or other writing purported to be sent by any Authorized Representative as being genuine and authorized.

A notice shall be deemed to have been given, delivered and received for the purposes of all Loan Documents upon the earliest of: (i) if sent by such certified or registered mail, on the third Business Day following the date of postmark, or (ii) if hand delivered at the specified address by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a Business Day, or (iii) if so mailed, on the date of actual receipt as evidenced by the return receipt, or (iv) if so delivered, upon actual receipt , or (v) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation.

14.2 Limitations on Assignment. Borrower may not assign this Agreement or the monies due thereunder or convey or, except for a Permitted Transaction, encumber the Property or other Collateral or any interest therein without the prior written consent of Lender in each instance.

14.3 Further Assurances. Borrower shall upon request from Lender from time to time execute, seal, acknowledge and deliver such further instruments or documents which Lender may reasonably require to better perfect and confirm its rights and remedies hereunder, under the Note, under the Mortgage and under each of the other Loan Documents.

14.4 Parties Bound The provisions of this Agreement and of each of the other Loan Documents shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, except as otherwise prohibited by this Agreement or any of the other Loan Documents.

This Agreement is a contract by and between Borrower and Lender for their mutual benefit, and no third person shall have any right, claim or interest against either Lender or Borrower by virtue of any provision hereof.

14.5 Waivers, Extensions and Releases. Lender may at any time and from time to time waive any one or more of the conditions contained herein or in any of the other Loan Documents, or extend the time of payment of the Loan, or release portions of the Collateral from the provisions of this Agreement and from the Mortgage or any other Security Document, but any such waiver, extension or release shall be deemed to be made in pursuance and not in modification hereof, and any such waiver in any instance, or under any particular circumstance, shall not be considered a waiver of such condition in any other instance or any other circumstance.

14.6 Governing Law; Consent to Jurisdiction; Mutual Waiver of Jury Trial.

14.6.1 Substantial Relationship. It is understood and agreed that all of the Loan Documents were negotiated, executed and delivered in the Commonwealth of Virginia, which jurisdiction the parties agree has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

14.6.2 Place of Delivery. Borrower agrees to furnish to Lender at the Lender's office in Winchester, Virginia all further instruments, certifications and documents to be furnished hereunder.

14.6.3 Governing Law. This Agreement and each of the other Loan Documents shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the Commonwealth of Virginia without regard to principles of conflicts of law.

14.6.4 Consent to Jurisdiction. Borrower hereby consents to personal jurisdiction in any state or Federal court located within the Commonwealth of Virginia. BORROWER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS LOAN AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF VIRGINIA OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT.

14.6.5 Jury Trial Waiver. BORROWER AND LENDER MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LOAN AGREEMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR BORROWER AND LENDER TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

14.7 Survival. All representations, warranties, covenants and agreements of Borrower herein or in any other Loan Document, or in any notice, certificate, or other paper delivered by or on behalf of Borrower pursuant hereto are significant and shall be deemed to have been relied upon by Lender notwithstanding any investigation made by Lender or on its behalf and shall survive the delivery of the Loan Documents and the making of the Loan and each advance pursuant thereto. No review or approval by Lender, or by its Consultants or representatives, of any plans and specifications, opinion letters, certificates by professionals or other item of any nature shall relieve Borrower or anyone else of any of the obligations, warranties or representations made by or on behalf of Borrower under any one or more of the Loan Documents.

14.8 Cumulative Rights. All of the rights of Lender hereunder and under each of the other Loan Documents and any other agreement now or hereafter executed in connection herewith or therewith, shall be cumulative and may be exercised singly, together, or in such combination as Lender may determine in its sole good faith judgment.

14.9 Table of Contents, Title and Headings. Any Table of Contents, the titles and the headings of sections are not parts of this Loan Agreement or any other Loan Document and shall not be deemed to affect the meaning or construction of any of their provisions.

14.10 Counterparts. This Loan Agreement may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. In making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart which is executed by the party against whom enforcement of such loan agreement is sought. The parties acknowledge and agree that this document and any related documents, and any amendments or waivers hereto or thereto, may be executed and delivered by facsimile, electronic copies in portable document format ("PDF") or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means or by any digital or electronic signature process or program, and that any signature so delivered shall be treated as and have the same force and effect as an original signature, and copies of the same may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this document. Notwithstanding the foregoing, Lender may, in its sole and exclusive discretion, also require delivery of this document and any related documents, and any amendments or waivers hereto or thereto, with an original signature for its records.

14.11 Right to Sell. Lender shall have the unrestricted right at any time or from time to time, and without Borrower's consent, to transfer and/or assign all or any portion of its rights and obligations hereunder to one or more banks or other financial institutions or entities (each, an "Assignee"), and Borrower agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection herewith as Lender shall deem necessary to effect the foregoing. In addition, at the request of Lender and any such Assignee, Borrower shall issue one or more new promissory notes, as applicable, to any such Assignee and, if Lender has retained any of its rights and obligations hereunder following such assignment, to Lender, which new promissory notes shall be issued in replacement of, but not in discharge

of, the liability evidenced by the Note held by Lender prior to such assignment and shall reflect the amount of the respective commitments and loans held by such Assignee and Lender after giving effect to such assignment. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation required by Lender in connection with such assignment, and the payment by Assignee of the purchase price agreed to by Lender, and such Assignee, such Assignee shall be a party to this Agreement and shall have all of the rights and obligations of Lender hereunder (and under any and all other guaranties, documents, instruments and agreements executed in connection herewith) to the extent that such rights and obligations have been assigned by Lender pursuant to the assignment documentation between Lender and such Assignee, and Lender shall be released from its obligations hereunder and thereunder to a corresponding extent.

14.12 Right to Participate. Lender reserves the right to transfer, assign and/or grant participation interests in the Loan, but no such transfer, assignment or grant of participation interests shall affect or limit the rights and obligations of Lender or the Borrower as set forth in the Loan Agreement. Lender may disclose to, or share with, any actual or prospective Assignee, transferee or participant all information, including, but not limited to, financial information, in Lender's possession regarding the Loan, Borrower or the Property.

14.13 Pledge by the Lender. The Lender may at any time pledge all or any portion of its interest and rights under this Agreement and the other Loan Documents (including all or any portion of the Note) to any of the twelve (12) Federal Reserve Banks organized under §4 of the Federal Reserve Act, 12 U.S.C. §341. No such pledge or the enforcement thereof shall release the Lender from its obligations hereunder or under any of the other Loan Documents.

14.14 Time Of the Essence. Time is of the essence of each provision of this Agreement and each other Loan Document.

14.15 No Oral Change. (a) This Agreement and each of the Loan Documents is intended by the parties as the final, complete and exclusive statement of the transactions evidenced by this Agreement and the other Loan Documents; all prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Agreement and each of the other Loan Documents, and no party is relying on any promise, agreement or understanding not set forth in this Agreement or any of the other Loan Documents; (b) This Loan Agreement and each of the other Loan Documents may only be amended, terminated, extended or otherwise modified by a writing signed by the party against which enforcement is sought; in no event shall any oral agreements, promises, actions, inactions, knowledge, course of conduct, course of dealings or the like be effective to amend, terminate, extend or otherwise modify this Loan Agreement or any of the other Loan Documents and (c) Any amendment, waiver or consent with respect to this Loan Agreement or any of the other Loan Documents that (i) amends or modifies this Section 14.15 or (ii) imposes any additional obligations on Lender or an Affiliate of Lender, in each case under this Section 14.15, shall, in addition to the consent of the Lender, require the consent of any Affiliate of Lender.

14.16 Monthly Statements. While Lender may issue invoices or other statements on a monthly or periodic basis (a "Statement"), it is expressly acknowledged and agreed that: (i) the failure of Lender to issue any Statement on one or more occasions shall not affect Borrower's

obligations to make payments under the Loan Documents as and when due; (ii) the inaccuracy of any Statement shall not be binding upon Lender and so Borrower shall always remain obligated to pay the full amount(s) required under the Loan Documents as and when due notwithstanding any provision to the contrary contained in any Statement; (iii) all Statements are issued for information purposes only and shall never constitute any type of offer, acceptance, modification, or waiver of the Loan Documents or any of Lender's rights or remedies thereunder; and (iv) in no event shall any Statement serve as the basis for, or a component of, any course of dealing, course of conduct, or trade practice which would modify, alter, or otherwise affect the express written terms of the Loan Documents.

14.17 USA Patriot Act. Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Lender to identify the Borrower in accordance with the Act.

14.18 Severability. The provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

IN WITNESS WHEREOF this Agreement has been duly executed and delivered as a sealed instrument at Winchester, Virginia, this ____ day of January, 2022.

BORROWER:

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

By:_____
Name:
Title:

LENDER:

THE FIRST BANK AND TRUST COMPANY

By:_____
Name:
Title:

EXHIBITS:

			Section Reference Number
Exhibit A	-	Definitions	1.1
Exhibit B	-	Taxpayer Identification Numbers	8.10.2
Exhibit C	-	Authorized Representatives	4 and 15.9.1
Exhibit D	-	Required Hazard Property and Other Insurance	7.12 and 9.5

EXHIBIT A TO LOAN AGREEMENT

DEFINITIONS

Affiliate means with respect to any Person, (a) any Person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with such Person, or (b) any Person who is a director or officer (i) of such Person, (ii) of any subsidiary of such Person, or (iii) of any Person described in clause (a) above. For purposes of this definition, control of a Person means the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

Agreement as defined in the Preamble.

Approved Lease as defined in Section 9.14.1.

Authorized Representatives as defined in Section 4 and listed on Exhibit C.

Borrower as defined in the Preamble.

Business Day shall mean any day of the year on which offices of Lender are not required or authorized by law to be closed for business in the Commonwealth of Virginia. If any day on which a payment is due is not a Business Day, then the payment shall be due on the next day following which is a Business Day. Further, if there is no corresponding day for a payment in the given calendar month (i.e., there is no “February 30th”); the payment shall be due on the last Business Day of the calendar month.

Casualty as defined in Section 14.1.

Collateral as defined in Section 7.4.

Cost To Repair as defined in Section 14.3.

County or County Board shall mean the County of Warren, Virginia.

Default as defined in Section 11.1.

Default Rate as defined in the Note.

Dollars means lawful money of the United States.

Environmental Laws as defined in the Mortgage.

ERISA and ERISA Plan each as defined in Section 8.12.

Event of Default as defined in Section 11.1.

Expenses as defined in Section 9.11

Form Lease as defined in Section 9.17.3.

Governmental Authority means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

Hazardous Materials shall mean and include asbestos, flammable materials, explosives, radioactive substances, polychlorinated biphenyls, radioactive substances, other carcinogens, oil and other petroleum products, pollutants or contaminants that could be a detriment to the environment, and any other hazardous or toxic materials, wastes, or substances which are defined, determined or identified as such in any past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation of such laws, rules, codes or regulations.

Improvements as defined in Section 1.3.

Indemnified Party as defined in Section 9.13.

Land as defined in Section 1.3.

Legal Requirements means all applicable federal, state, county and local laws, by-laws, rules, regulations, codes and ordinances, and the requirements of any governmental agency or authority having or claiming jurisdiction with respect thereto, including, but not limited to, those applicable to taxation, zoning, subdivision, building, health, fire, safety, sanitation, the protection of the handicapped (including, without limitation, and environmental matters and shall also include all orders and directives of any court, governmental agency or authority having or claiming jurisdiction with respect thereto.

Lender as defined in the Preamble.

Licenses and Permits means all licenses, permits, authorizations and agreements issued by or agreed to by any governmental authority, or by a private party pursuant to a Permitted Encumbrance, and including, but not limited to, building permits, occupancy permits and such special permits, variances and other relief as may be required pursuant to Legal Requirements which may be applicable to the Property.

Loan as defined in Section 1.4.

Loan Agreement as defined in the Preamble.

Loan Documents as defined in Section 3.2.

Material Adverse Effect means a material adverse effect with respect to (i) the business, assets, properties, financial condition, contingent liabilities, prospects, material agreements or results of operations of Borrower, (ii) Borrower's ability to pay and perform the Obligations in accordance with the terms hereof and the other Loan Documents, or (iii) the validity or enforceability of this Agreement or any of the other Loan Documents or any of the rights and remedies, liens, security interests or collateral of Lender hereunder or thereunder.

Maturity means the Maturity Date, or, in any instance, upon acceleration of the Loan, if the Loan has been accelerated by Lender upon an Event of Default.

Maturity Date as defined in Section 2.2.

Mortgage as defined in Section 3.1.1.

Note as defined in Section 3.2.

Obligations means the payment of the entire principal of the Note and the interest and any and all other sums payable, and all other monetary and non-monetary obligations and liabilities of Borrower to Lender and/or any Affiliate of Lender, under the Note, the Mortgage and any other Loan Documents, as well as, without limitation, all loans, advances, indebtedness, notes, liabilities, corporate and commercial credit card advances, deposit account overdrafts, lockbox, cash management, or other services (including electronic funds transfers and automated clearing house transactions) and all other amounts, in each case, liquidated or unliquidated, owing by Borrower to Lender or any Affiliate of Lender any time, of each and every kind, nature and description, whether arising under this Agreement or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by Borrower to Lender or any Affiliate of Lender; or are due indirectly by Borrower to Lender or any Affiliate of Lender as endorser, guarantor or other surety, or as borrower of obligations due third persons which have been endorsed or assigned to Lender or any Affiliate of Lender, or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or contracted, including, without limitation, payment when due of all amounts outstanding respecting any of the Loan Documents, and the performance and observance of all the other provisions hereof and of the Note and the other Loan Documents.

OFAC List means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control ("OFAC") pursuant to any of the rules and regulations of OFAC or pursuant to any Legal Requirements, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States or pursuant to OFAC implemented regulation. The OFAC List currently is accessible through the internet website www.treas.gov.

Permitted Additional Debt as defined in Section 9.6.4 includes the Borrower's existing loans for United Bank and its reimbursement obligations to the County for payments made

on its loans and expenses relating to lawsuits and actions in connection with the Civil Action.

Permitted Encumbrances as defined in the Mortgage.

Permitted Transactions as defined in Section 9.6.2.

Permitted Transfers as defined in Section 9.6.3.

Person means an individual, a partnership, a corporation, a limited liability company, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, a Governmental Authority or any other entity of whatever nature (including, without limitation, a joint venture).

Property as defined in Section 1.3.

Registered Land Surveyor means a land surveyor or engineer licensed as such in the jurisdiction where the Property is situated.

Repair Work as defined in Section 14.1.

Reportable Event as defined in Section 8.12.

Security as defined in Section 3.1.

Security Documents as defined in Section 3.2.

Statement as defined in Section 15.18.

SNDA Agreement as defined in Section 9.14.4.

UCC means the Uniform Commercial Code in effect in the Commonwealth of Virginia.

EXHIBIT B TO LOAN AGREEMENT

TAXPAYER IDENTIFICATION NUMBERS

Borrower:_____

EXHIBIT C TO LOAN AGREEMENT

AUTHORIZED REPRESENTATIVES

_____

_____

_____

EXHIBIT D TO LOAN AGREEMENT

REQUIRED PROPERTY, HAZARD AND OTHER INSURANCE

Borrower shall at all times provide and maintain the following insurance coverages with respect to the Property and the Collateral issued by companies qualified to do business in the Commonwealth of Virginia, having a Best's Rating of not less than A and otherwise acceptable to Lender in its sole discretion:

(i) physical insurance on an all-risk basis without exception (including, without limitation, flood required if property is in a "Special Flood Hazard Area" A or V), vandalism and malicious mischief, earthquake, collapse, boiler explosion, sprinkler coverage, cost of demolition, increased costs of construction and the value of the undamaged portion of the building and soft costs coverage) covering all the real estate, fixtures and personal property to the extent of the full insurable value thereof, on a builder's risk non-reporting form prior to completion and occupancy to Occupy Endorsement, having replacement cost and agreed amount endorsements (with deductibles not in excess of 1% of insurable value);

(ii) such other insurance coverages in such amounts as Lender may request consistent with the customary practices of prudent developers and owners of similar properties.

An actual insurance policy or certified copy thereof, or a certificate of insurance or other evidence of property coverage in the form of Acord 27 (Evidence of Property Coverage), Acord 25 (Certificate of Insurance), or a 30-day binder (with proof of payment) in form acceptable to Lender with an unconditional undertaking to deliver the policy or a certified copy within thirty (30) days, shall be delivered at closing of the Loan, prior to the first advance of the Loan and upon each renewal or replacement of such insurance. Notwithstanding the foregoing, an actual insurance policy or certified copy thereof is required for flood insurance.

Flood insurance shall be provided if the property or the collateral is located in a flood prone, flood risk or flood hazard area as designated pursuant to the Federal Flood Disaster Protection Act of 1973, as amended, and the Regulations thereunder, or if otherwise reasonably required by Lender.

Lender shall be named as mortgagee on policies of all-risk-type insurance on the Property, its interest may appear as lender loss payee on the Collateral and its contents.

Except with respect to public liability insurance, as to which Lender shall be named as an additional insured with respect to the Property or the Collateral, all other required insurance coverages shall have a so-called "Mortgagee's endorsement" or "Lender's loss-payable endorsement" which shall provide in substance as follows:

A. Loss or damage, if any, under the policy shall be paid to Lender and its successors and assigns (which shall be collectively referred to herein as "Lender") in whatever form or capacity its interest may appear and whether

said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

B. The insurance under the policy, or under any rider or endorsement attached thereto, as to the interest only of Lender, its successors and assigns, shall not be invalidated nor suspended:

(a) by any error, omission or change respecting the ownership, description, possession or location of the subject of the insurance or the interests therein or the title thereto; or

(b) by the commencement of foreclosure or similar proceedings or the giving of notice of sale of any of the property covered by the policy by virtue of any mortgage, deed of trust, or security interest; or

(c) by any breach of warranty, act, omission, neglect, or noncompliance with any provisions of the policy by the named insured, or anyone else, whether before or after a loss, which under the provisions of the policy of insurance, would invalidate or suspend the insurance as to the named insured, excluding, however, any acts or omissions of Lender while exercising active control and management of the insured property.

C. Insurer shall provide Lender with not less than thirty (30) days' prior written notice of cancellation of the policy (for non-payment or any other reason) or of the non-renewal thereof.

D. Should legal title to and beneficial ownership of any of the property covered under the policy become vested in Lender or its agents, successors or assigns, insurance under the policy shall continue for the term thereof for the benefit of Lenders.

E. All notices herein provided to be given by the insurer to Lender in connection with this policy and Lender's loss payable endorsement shall be mailed to or delivered to Lender by certified or registered mail, return receipt requested, as follows:

The First Bank and Trust Company
611 W. Jubal Early Drive, Suite A-1
Winchester, Virginia 22601
Attention: Insurance Dept.

Motion to be Made Going into Closed Meeting

I move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(3) of the Virginia Freedom of Information Act for the discussion or consideration of the acquisition of real property for a public purpose, such property being located in the Fork Magisterial District outside the limits of the Town of Front Royal, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

I also move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(3) for the discussion or consideration of the disposition of publicly held real property, such property being located in the South River Magisterial District within the limits of the Town of Front Royal, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Finally, 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)(3), (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.