



AGENDA

Board of Supervisors Meeting

June 28, 2022

7:00 PM

Moment of Silence

- A. Call to Order and Pledge of Allegiance of the United States of America
- B. Adoption of Agenda – Additions or Deletions
- C. Public Comment Period (60 Minute Time Limit)
- D. Appropriations and Transfers
- E. Approval of Accounts
- F. Reports – Board Members, County Administrator, County Attorney
- G. Approval of Minutes – Meetings of June 3, 2022 and June 7, 2022

UNFINISHED BUSINESS

- H. Resolution in Support of US Bike Route 211 – Joe Petty
- I. Appropriation of \$343,600 to the Warren County Public Schools Capital Improvements Fund – Dr. Chris Ballenger
- J. FY 2021-2022 Budget Category Transfer Request of Warren County Public Schools – Dr. Chris Ballenger
- K. Sole Source Contract with Frederick Andreae for Architectural Services – Alisa Scott
- L. Sole Source Contract with Racey Engineering, PLLC for Engineering Services – Alisa Scott

NEW BUSINESS

- M. Consent Agenda
 - 1. Road Naming Request for “Hilltop Road” off Pomeroy Road – Emma Rusnak
 - 2. Front Royal-Warren County Airport Commission Appointment(s) – Vicky Cook
 - 3. Shenandoah Farms Sanitary District Advisory Committee Appointment(s) – Ed Daley
 - 4. Front Royal-Warren County Joint Tourism Board Appointment(s) – Taryn Logan
 - 5. Resolution of Support for Virginia Department of Transportation Smart Scale Program Project Applications for FY 2024 – Taryn Logan
 - ~~6. Item Removed from Agenda~~
 - 7. Festival Permit Request of the Homesteaders of America – Chase Lenz
 - 8. Festival Permit Request of the Warren County Fair Association – Chase Lenz

9. Amend Samuels Public Library Lease Agreement for Amphitheater – Caitlin Jordan
10. Agreement for Samuels Public Library Amphitheater Construction – Caitlin Jordan
11. Sole Source Contract with Hoffman Mechanical for HVAC Maintenance at the Public Safety Building – Alisa Scott
12. Virginia Risk Sharing Association Self-Insurance Pool for Auto, Property, Liability, and Workers' Compensation Insurance – Alisa Scott
13. Contract for Health Insurance Consulting Services – Alisa Scott/Jane Meadows

Authorization to Advertise for Public Hearing

14. Conditional Use Permit 2022-05-01, Ferhan Ture for a Short-Term Tourist Rental – Chase Lenz
15. Conditional Use Permit 2022-05-02, Douglas and Christina Alley for Private Use Camping – Matt Wendling
16. Conditional Use Permit 2022-05-03, Seung Wan (Brian) Suh for a Bed and Breakfast – Matt Wendling
17. Conditional Use Permit 2022-05-04, Valley View Ventures, LLC (Brooklyn Steele) for a Short-Term Tourist Rental – Chase Lenz
18. Conditional Use Permit 2022-05-05, Edward Sperry for a Guesthouse – Matt Wendling
19. Conditional Use Permit 2022-05-06, Hunter Hughes and Rinku Sinha for a Short-Term Tourist Rental – Matt Wendling
20. Conditional Use Permit 2022-05-07, James Elliott, Jr. for a Short-Term Tourist Rental – Chase Lenz
21. Conditional Use Permit 2022-05-08, Self-Realization Fellowship Church for a Church – Matt Wendling
22. Conditional Use Permit 2022-06-10, Shahi Foods, LLC for a Food Processing Facility – Matt Wendling
23. Z2022-05-02, Warren County Planning Commission to Amend Sections 180-8 and 180-16 of the Warren County Code re: Floodplain Overlay District – Matt Wendling

7:30 PM

N. Public Hearings

1. Sale of County-Owned Real Property Located at 30 E Jackson Street – Alisa Scott
2. Hangar Lease Agreement with Randolph-Macon Academy – Alisa Scott
3. Ordinance to Amend and Re-Ordain Chapter 38 of the Warren County Code (Procurement) – Alisa Scott
4. Ordinance to Add and Ordain Chapter 39 of the Warren County Code (Guidelines Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002) – Alisa Scott

5. Virginia Department of Transportation Secondary Six-Year Plan for FY 2023-2028 and 2023 Construction Budget – Mike Berry/Michael Coffelt
 6. Z2022-03-02 – Justin and Maureen Sager – Ordinance to Amend Warren County Code Sections 180-8, 180-21, and 180-30.1 Regarding Poultry Abattoirs – Matt Wendling
 7. Conditional Use Permit 2022-03-06, Patricia A. Brown for Private Use Camping Located off Misty Meadow Lane – Chase Lenz
 8. Conditional Use Permit 2022-04-01, Phong Nguyen for a Short-Term Tourist Rental Located at 571 Wilderness Road – Chase Lenz
 9. Conditional Use Permit 2022-04-02, Emilia Cirker and Mark Saunders for a Short-Term Tourist Rental Located at 5865 Gooney Manor Loop – Matt Wendling
 10. Z2022-04-01 – Emilia Cirker and Mark Saunders – Ordinance to Amend Warren County Code Sections 180-8 and 180-55.3 Regarding Retreat Centers – Matt Wendling
 11. Conditional Use Permit 2022-04-03, Emilia Cirker and Mark Saunders for a Retreat Center Located at 5865 Gooney Manor Loop – Matt Wendling
 12. Conditional Use Permit 2022-04-04, Vanessa Portillo (Destin Consulting, LLC) for a Short-Term Tourist Rental Located at 806 Esteppe Road – Chase Lenz
 13. Conditional Use Permit 2022-04-05, Carl Boswell for a Short-Term Tourist Rental Located at 338 Walker Farm Drive – Chase Lenz
 14. Conditional Use Permit 2022-04-06, Matthew Ben Tow for a Short-Term Tourist Rental Located at 110 Demel Court – Chase Lenz
- O. Adoption of the FY 2022-2023 Budget – Matt Robertson
- P. Closed Session – Section 2.2-3711(A)(8) of the Virginia Freedom of Information Act Consultation with Legal Counsel for the Provision of Legal Advice
- Q. Additional New Business (If needed)
- R. Adjournment

Fiscal Year 2021-2022 Budget Appropriations and Transfers

	Dept/Fund	Tran/App	Description	Amount	Source
1	Public Works Refuse Disposal	Transfer	Line Item Transfers for overrun and end of the Year Budget	\$19,199	Operating and Capital Budget
2	Lake Front Royal S.D.	Appr.	Appropriation for Internal Projects road work planned and performed & Transfer funds from Operating to cover overrun	\$147,169	Special Projects and Operating Budget
4	Public Works S.D.	Transfer	Line Item Transfers for overrun and end of the Year Budget	\$14,736	Operating and Capital Budget
5	Fire and Rescue	Transfer	Insurance Claim Reimbursement, Adjustment for Towing Eng. #4	\$1,658	Operating Budget
6	Fire and Rescue	Appr.	To appropriate the insurance recovery for the loss of 2003 Spartan Engine. The County has deposited the check and will make payment to the FRVD	\$224,750	Insurance Reimbursement
7	Fire and Rescue	Appr.	To appropriate VDEM - Grant Funding Emergency Management	\$2,669	Grant
8	Planning & Zoning	Transfer	Transfer to cover the additional costs of advertising due to the increased amount of advertising for public hearings for new applications	\$2,000	Operating Budget
9	Sheriff's Office	Appr.	To appropriate extradition reimbursements from travel expenses incurred to pick up fugitives	\$2,318	Reimbursement
10	County Attorney	Transfer	Transfer remaining funds remaining in the current budget to 12040-5401 so the office can purchase necessary office supplies	\$1,500	Operating Budget
11	Parks and Rec	Appr.	Three donations received for Avtex Shelter Picnic Tables	\$3,096	Donations
12	General District Court	Transfer	Transfer to cover phone bill costs	\$4,500	Operating Budget
13	Sheriff	Appr.	To appropriate funds for a JAM Grant from the Warren Coalition to compensate the salary of SRO's	\$2,357	Grant
14	Clerk of Court	Transfer	Transfer reimbursement to TTF GL to line item transfer to appropriate expenditures; service contracts, and computer equipment	\$32,289	Operating Budget
15	Clerk of Court	Transfer	Transfers from Operating and Capital to Balance Budget	\$3,365	Operating and Capital Budget
16	Clerk of Court	Transfer	Transfer from Operating and Capital to correct coding errors	\$13,082	Operating and Capital Budget



Warren County Delinquent Tax Collections Monthly Report

Month: May 2022

<u>Pond Law Group:</u>	\$2,035.08
<u>TACS:</u>	\$6,913.45

TOTAL: **\$8,948.53**

Pond total for 2022:	\$45,679.23
TACS total for 2022:	\$29,672.84

Cumulative total for 2022: **\$75,352.07**

Grand Total for 2016:	\$251,948.77
Grand Total for 2017:	\$523,039.78
Grand Total for 2018:	\$431,438.35
Grand Total for 2019:	\$307,386.55
Grand Total for 2020:	\$148,238.27
Grand Total for 2021:	\$218,732.30

Sands Anderson		
Date	Invoice #	Amount
2/4/2019	337902	\$49,781.44
2/28/2019	338916	\$50,559.83
4/1/2019	340092	\$83,053.09
4/29/2019	343613	\$97,993.94
5/30/2019	349027	\$95,751.89
6/24/2019	353542	\$105,677.60
7/25/2019	358087	\$105,344.62
8/15/2019	363141	\$132,559.98
9/10/2019	367746	\$97,055.56
10/7/2019	214020	\$1,485.00
10/16/2019	381643	\$118,603.44
10/31/2019	977717TE1	\$117,023.95
10/31/2019	977717TE2	\$6,565.00
11/25/2019	383016	\$175,313.87
11/30/2019	977842TE1	\$11,124.92
11/30/2019	977842TE2	\$6,340.00
12/18/2019	312341	\$866.25
12/23/2019	387536	\$124,817.89
12/31/2019	977957TE1	\$9,086.18
12/31/2019	977957TE2	\$6,340.00
1/13/2020	392047	\$127,679.15
1/22/2020	315265	\$2,706.17
1/31/2020	978125TE1	\$9,281.19
1/31/2020	978125TE2	\$6,490.00
2/13/2020	318900	\$1,175.25
2/20/2020	369533	\$158,751.64
2/29/2020	978239TE1	\$9,357.94
2/29/2020	978239TE2	\$6,490.00
3/13/2020	401012	\$136,835.52
3/31/2020	978318T	\$452.79
3/31/2020	978318TE1	\$9,102.94
3/31/2020	978318TE2	\$6,490.00
4/14/2020	415506	\$119,235.96
4/15/2020	79425	\$2,400.00
4/30/2020	978401TE	\$10,778.38
5/14/2020	423245	\$135,843.50
5/31/2020	978486TE	\$11,319.00
6/17/2020	427726	\$127,987.84
6/30/2020	978571TE	\$11,067.78
7/16/2020	428985	\$130,183.76
7/20/2020	337536	\$566.18
7/31/2020	978676TE	\$10,298.52
8/7/2020	433530	\$133,312.50
8/15/2020	345192	\$1,120.75
8/31/2020	978747	\$9,984.77
9/18/2020	442067	\$138,075.97
9/30/2020	978847	\$9,739.77
10/7/2020	356355	\$397.50
10/15/2020	443408	\$117,141.00
10/31/2020	978915	\$9,801.20
11/17/2020	448352	\$120,209.55
11/25/2020	N/A	\$10,000.00
12/7/2020	CINV-011172	\$5,412.68

Halasz Reporting & Video

Superior Document Services

Superior Document Services

Superior Document Services

Superior Document Services

Planet Depos

Superior Document Services

Superior Document Services

Planet Depos

Superior Document Services

Superior Document Services

Planet Depos

Superior Document Services

Superior Document Services

Superior Document Services

Superior Document Services

Superior Document Services

Scott Insurance

Superior Document Services

Superior Document Services

Superior Document Services

Planet Depos

(Received on 10/13/20)

Superior Document Services

Planet Depos

(Received on 12/9/20)

Superior Document Services

Superior Document Services

(Received on 10/27/20)

Planet Depos

Superior Document Services

(Received on 11/20/20)

Retainer for Experts for Mediation

Mediation Consultant Invoice

(Received on 3/5/21)

Sands Anderson		
Date	Invoice #	Amount
12/12/2020	35371	\$706.00
12/14/2020	P0100158271	\$10,166.20
12/17/2020	453266	\$113,966.75
1/13/2021	457980	\$113,124.75
1/19/2021	CINV-011784	\$15,481.96
1/28/2021	DR40982	\$3,651.37
2/2/2021	CINV-012445	\$30,542.84
2/9/2021	339456	\$1,227.05
2/9/2021	339457	\$641.50
2/17/2021	462742	\$133,253.39
2/23/2021	387076	\$309.75
3/1/2021	P0100169085	\$9,189.30
3/11/2021	P0100172805	\$9,114.30
3/12/2021	467623	\$130,648.00
4/9/2021	P0100176976	\$9,039.30
4/15/2021	472461	\$134,955.15
4/15/2021	398691	\$1,480.55
4/15/2021	398695	\$918.75
4/22/2021	398718	\$695.60
4/22/2021	398721	\$500.00
4/22/2021	402022	\$344.50
5/5/2021	401658	\$739.05
5/6/2021	405174	\$641.50
5/10/2021	16260	\$1,034.00
5/12/2021	P0100183367	\$8,719.30
5/13/2021	407073	\$394.00
5/13/2021	404491	\$437.50
5/13/2021	404493	\$595.85
5/13/2021	477247	\$127,060.37
5/14/2021	404412	\$1,873.45
5/14/2021	404406	\$1,062.50
5/14/2021	405166	\$790.00
6/4/2021	409309	\$931.25
6/10/2021	P0100188099	\$8,754.30
6/15/2021	482033	\$133,365.05
6/16/2021	N/A	\$52,000.00
7/9/2021	420879	\$350.00
7/15/2021	P0100193199	\$8,679.30
7/22/2021	486778	\$128,239.06
8/6/2021	427284	\$1,561.25
8/6/2021	427280	\$839.50
8/12/2021	P0100197486	\$9,619.30
8/23/2021	P0100198232	\$9,659.30
9/3/2021	432329	\$786.00
9/10/2021	P0100202487	\$8,762.20
9/17/2021	496211	\$120,505.13
10/11/2021	P0100205568	\$9,379.50
10/25/2021	446049	\$1,200.60
10/25/2021	446050	\$641.50
10/26/2021	500972	\$126,954.16
11/1/2021	143233	\$878.00
11/9/2021	P0100211273	\$8,514.50
11/18/2021	505498	\$130,168.18

Courier One

KLDiscovery (formerly Superior Document Services)

Mediation Consultant Invoice

(Received on 3/5/21)

The McCammon Group

(Received on 3/29/21)

Mediation Consultant Invoice

(Received on 3/5/21)

Planet Depos

Planet Depos

Planet Depos

(Received 3/31/21)

KLDiscovery (formerly Superior Document Services)

KLDiscovery (formerly Superior Document Services)

(Received 4/15/21)

KLDiscovery (formerly Superior Document Services)

Planet Depos

(Received 5/24/21)

Planet Depos

(Received 5/24/21)

Planet Depos

Planet Depos

Planet Depos

Planet Depos

Planet Depos

Rudiger, Green & Kerns

(Received 10/13/21)

KLDiscovery (formerly Superior Document Services)

Planet Depos

Planet Depos

Planet Depos

Planet Depos

Planet Depos

Planet Depos

Planet Depos

Planet Depos

KLDiscovery (formerly Superior Document Services)

Payment to MoveOn8, LLC Bankruptcy Trustee

Planet Depos

KLDiscovery (formerly Superior Document Services)

Planet Depos

Planet Depos

Planet Depos

Planet Depos

KLDiscovery (formerly Superior Document Services)

KLDiscovery (formerly Superior Document Services)

(Received on 9/2/21)

Planet Depos

KLDiscovery (formerly Superior Document Services)

Planet Depos

(Received on 10/28/21)

Planet Depos

Planet Depos

Casamo Court Reporting

KLDiscovery (formerly Superior Document Services)

Sands Anderson		
Date	Invoice #	Amount
11/18/2021	451074	\$1,208.95
11/18/2021	451076	\$740.50
12/9/2021	P0100214091	\$8,414.50
12/22/2021	509983	\$115,486.18
1/12/2022	465717	\$442.50
1/13/2022	514569	\$102,870.55
1/24/2022	1025	\$11,550.00
1/25/2022	P0100219963	\$8,414.50
1/25/2022	144545	\$708.00
1/31/2022	469046	\$851.25
2/16/2022	P0100224185	\$8,214.50
2/25/2022	522325	\$103,634.09

Planet Depos

Planet Depos

KLDDiscovery (formerly Superior Document Services)

Planet Depos

Commonwealth Power

KLDDiscovery (formerly Superior Document Services)

Casamo Court Reporting

Planet Depos

KLDDiscovery (formerly Superior Document Services)

Start of New Billing Process

Dated	Invoice #	Amount	Vendor	Received
3/9/2022	523678	\$14,805.25		
3/9/2022	523681	\$19,232.50		
3/9/2022	523682	\$20,481.50		
3/9/2022	523683	\$1,400.50		
3/9/2022	523684	\$447.00		
3/10/2022	P0100228360	\$8,444.50	KLDDiscovery	
3/17/2022	145439	\$997.25	Casamo Court Reporting	
4/4/2022	145399	\$1,052.00	Casamo Court Reporting	
4/5/2022	485781	\$395.00	Planet Depos	
4/13/2022	P0100232553	\$9,540.70	KLDDiscovery	5/18/2022
4/15/2022	532254	\$39,560.00		
4/15/2022	532255	\$876.50		
4/15/2022	532256	\$17,467.50		
4/15/2022	532257	\$162.00		
4/15/2022	532258	\$25,469.49		
4/19/2022	489694	\$1,067.40	Planet Depos	
4/27/2022	490141	\$2,009.65	Planet Depos	
4/29/2022	492845	\$692.75	Planet Depos	
5/12/2022	533661	\$17,616.23		
5/12/2022	533664	\$29,592.00		
5/12/2022	533665	\$41,241.50		
5/12/2022	533666	\$138.00		
12/22/2021	144118	\$609.35	Casamo Court Reporting	5/23/2022
12/27/2021	144125	\$661.75	Casamo Court Reporting	5/23/2022
3/21/2022	145480	\$875.28	Casamo Court Reporting	5/23/2022
3/30/2022	145676	\$426.49	Casamo Court Reporting	5/23/2022
6/3/2022	538383	\$22,123.24		
6/3/2022	538386	\$34,692.00		
6/3/2022	538387	\$41,280.00		
5/31/2022	54831	\$130.00	Title Write	6/8/2022
6/8/2022	500211	\$1,211.50	Planet Depos	6/10/2022
6/9/2022	P0100240864	\$10,010.00	KLDDiscovery	6/14/2022
6/23/2022	505080	\$593.50	Planet Depos	6/24/2022
Balance		\$5,337,964.11		

COUNTY OF WARREN



Finance Department
Warren County Government Center
220 North Commerce Avenue, Suite 700
Front Royal, Virginia 22630

Phone: (540) 636-1604

Fax: (540) 636-8163

Matthew J. Robertson
Finance Director

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: Chair and Members of the Warren County Board of Supervisors

FROM: Matt Robertson, Finance Director

SUBJECT: Monthly Financial Statements

DATE: June 16, 2022

I wanted to make you aware there will be some missing information from the normal financial reports included in the June 28, 2022 Agenda Packet. We have discovered a flaw in how information is uploaded from our new payroll system, Kronos, into our financial recordkeeping software. Finance department staff is currently working to determine a fix to this issue and will have all missing information uploaded to the financial system of record soon. However, for the time being our financial system does not have a way to correctly display payroll information.

This means that the reports you see in the Agenda Packets for expenditures are estimates. Because figures are estimated, I did not include the additional materials until a completely true and accurate report is available. We will have it completed in time to present financial statements at the next month's Board meeting.

To be clear, all payroll information exists in Kronos and is verified to be correct with each pay cycle. We just are having trouble uploading that information into our financial system of record which generates the reports we produce monthly.

If you have any concerns or would like more information, please contact me directly and I'll be happy to explain further.

Sincerely,

Matt Robertson
Finance Director

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 COLLECTED Y-T-D	% FY 2021-22 COLLECTED	DIFFERENCE CURRENT TO PRIOR YR
** GENERAL FUND **								
GENERAL PROPERTY TAXES								
11010 Real Estate Taxes	28,409,845	32,067,392	29,736,257	15,683,469	31,183,001	21,269,210	68.21%	5,585,741
11020 Public Service Tax	6,026,139	7,000,793	6,846,454	3,508,218	6,600,000	2,752,609	41.71%	(755,609)
11030 Personal Property Tax	16,855,760	16,475,911	19,025,836	13,561,240	18,408,000	14,080,873	76.49%	519,633
11040 Machinery & Tools Tax	1,734,980	1,575,439	2,201,349	1,297,824	1,809,000	904,631	50.01%	(393,193)
11050 Mineral Rights	3,087	3,281	1,783	1,783	3,000	3,464	115.45%	1,681
11060 Penalties and Interest	905,562	871,424	982,603	868,953	1,000,000	961,555	96.16%	92,602
* SUBTOTAL *	53,935,373	57,994,240	58,794,282	34,921,487	59,003,001	39,972,342	67.75%	5,050,855
OTHER LOCAL TAXES								
12010 Local Sales, Use, Communications	3,925,330	4,575,698	4,309,845	4,337,465	5,880,000	5,711,810	97.14%	1,374,344
12020 Utility Tax	735,999	741,898	684,710	628,888	760,000	631,756	83.13%	2,868
12030 Business License	830,981	977,124	1,149,077	1,122,129	1,000,000	1,252,013	125.20%	129,884
12040 Recordation Taxes (Grantee)	481,619	650,593	859,490	956,123	740,000	757,425	102.35%	(198,698)
12050 Motor Vehicle License Tax	895,786	850,319	932,782	300,728	950,000	257,728	27.13%	(43,000)
12070 Recordation (Grantor) Will	135,524	154,419	199,419	176,282	100,000	199,134	199.13%	22,852
12080 Meals and Beverage Tax	1,015,726	898,042	979,542	867,197	1,000,000	1,021,794	102.18%	154,597
12090 Cigarette Tax	-	-	-	-	100,000	-	0.00%	-
312100 Lodging Tax	193,895	210,189	291,949	244,509	250,000	300,534	120.21%	56,026
* SUBTOTAL *	8,214,861	9,058,282	9,406,814	8,633,321	10,780,000	10,132,193	93.99%	1,498,872
PERMITS, FEES, AND LICENSES								
13010 Animal License Fees	41,877	32,557	37,586	36,705	45,000	34,864	77.48%	(1,841)
13030 Permits & Other Licenses	729,227	714,136	693,161	618,181	802,561	852,705	106.25%	234,524
130325 Waste Permit Decal Fee	2,061	2,405	2,800	2,555	-	2,365	0.00%	(190)
* SUBTOTAL *	773,165	749,098	733,547	657,441	847,561	889,934	105.00%	232,493
FINES AND FORFEITURES								
14010 Court Fines	98,148	65,027	109,310	97,198	90,000	97,630	108.48%	432
14020 Other Court Costs	-	-142	723	723	-	(5)	0.00%	(728)
* SUBTOTAL *	98,148	64,885	110,033	97,921	90,000	97,625	108.47%	(295)
USE OF MONEY AND PROPERTY								
15010 Revenue From Use of Money	497,943	432,648	124,732	114,226	250,000	-	0.00%	(114,226)
15020 Revenue From Use of Property	375,835	330,399	310,371	283,974	492,000	305,534	62.10%	21,560
* SUBTOTAL *	873,778	763,047	435,103	398,200	742,000	305,534	41.18%	(92,666)

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 COLLECTED Y-T-D	% FY 2021-22 COLLECTED	DIFFERENCE CURRENT TO PRIOR YR
CHARGES FOR SERVICES								
16010 Charges for Services (Sheriff)	2,396	2,396	2,396	2,396	2,000	2,357	0.00%	(39)
16020 Charges for Commonwealth Att.	4,025	4,426	3,971	2,366	4,000	3,018	75.45%	652
16050 Charges for Corrections & Det.	73,220	45,530	68,634	61,572	70,000	69,984	99.98%	8,412
16080 Charges for Sanitation & Waste	1,061,121	1,228,912	982,174	845,323	1,300,000	1,142,946	87.92%	297,622
16160 Sales of Map Survey	12,239	17,649	9,359	5,339	17,000	9,067	0.00%	3,728
16170 Sale of Copies - Comm. Of Rev.	756	880	525	375	4,000	900	0.00%	525
16180 Sales of Copies - Treasurer	-	10	-	-	-	-	0.00%	-
16990 Other Charges for Services	7,500	15,780	50,757	44,232	57,500	72,310	125.76%	28,079
* SUBTOTAL *	1,161,256	1,315,583	1,117,817	961,603	1,454,500	1,300,583	89.42%	338,980
MISCELLENAOUS AND RECOVERED COSTS								
18030 Refunds, Loans, and Fees	1,465,204	649,907	1,283,687	1,227,625	648,000	922,316	142.33%	(305,309)
18990 Miscellaneous and Recovered Costs	1,040,425	647,263	1,152,211	1,501,906	3,492,863	630,593	18.05%	(871,313)
19120 Sale of Recyclable Materials	84,095	56,705	118,284	96,915	90,000	139,958	155.51%	43,043
* SUBTOTAL *	2,589,724	1,353,875	2,554,183	2,826,446	4,230,863	1,692,867	40.01%	(1,133,579)
STATE REVENUE								
22010 Non-Categorical Aid	213,493	190,468	30,808	28,982	211,000	32,815	15.55%	3,833
23010 Shared Expenses - Commonwealth's /	420,119	488,698	439,640	386,892	517,756	432,314	83.50%	45,422
23020 Shared Expenses - Sheriff	1,703,155	1,751,230	1,532,260	1,420,850	1,948,375	1,775,110	91.11%	354,260
23030 Shared Expenses - Commissioner of F	157,015	161,757	148,541	134,663	195,008	162,097	83.12%	27,434
23040 Shared Expenses - Treasurer	117,880	111,920	148,541	92,700	128,601	106,323	82.68%	13,623
23060 Shared Expenses - Registrar	42,436	68,361	47,286	-	40,000	744	1.86%	744
23080 Shared Expenses - Clerk of Court	342,858	333,649	311,625	281,758	354,750	369,900	104.27%	88,142
24010 State VPA/Welfare Reimbursement	1,086,228	1,131,478	1,022,353	977,023	1,432,657	1,030,405	71.92%	53,382
24020 Categorical Aid	1,014,390	866,288	899,464	550,195	1,310,004	677,759	0.00%	127,564
24040 Other Categorical Aid	1,031,845	1,211,178	438,807	149,953	2,034,452	553,842	27.22%	403,889
* SUBTOTAL *	6,129,420	6,315,027	5,019,325	4,023,016	8,172,603	5,141,308	62.91%	1,118,293
FEDERAL REVENUE								
31010 Revenue from the Federal Governmer	1,980,125	2,068,016	4,732,976	4,525,265	2,504,422	2,011,541	80.32%	(2,513,724)
* SUBTOTAL *	1,980,125	2,068,016	4,732,976	4,525,265	2,504,422	2,011,541	80.32%	(2,513,724)
INTERGOVERNMENTAL								
41050 Transfers from Other Funds	5,147,179	5,254,583	1,663,481	1,663,481	2,458,619	459,470	18.69%	(1,204,011)
41900 Use of Fund Balance	0	-	-	-	1,805,177	-	0.00%	-
* SUBTOTAL *	5,147,179	5,254,583	1,663,481	1,663,481	4,263,796	459,470	10.78%	(1,204,011)
TOTAL GENERAL FUND REVENUE	80,903,030	84,936,636	84,567,561	58,708,180	92,088,746	62,003,397	67.33%	3,295,217

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 COLLECTED Y-T-D	% FY 2021-22 COLLECTED	DIFFERENCE CURRENT TO PRIOR YR
** FRONT ROYAL WARREN COUNTY AIRPORT **								
15010 Interest on Bank Deposits	-	-	-	-	-	-	0.00%	-
15020 Hangar Rentals	190,863	192,183	178,607	156,303	220,000	171,264	77.85%	14,961
18990 Miscellaneous Income	1,001	2,000	-	-	-	-	0.00%	-
24040 State Grants	29,408	9,894	4,785	1,365	2,756	104,304	0.00%	102,939
31020 Federal Grants	156,938	50,615	4,250	4,250	-	81,079	0.00%	76,829
41050 Transfer from Other Funds	-	-	-	-	-	-	0.00%	-
TOTAL AIRPORT FUND	378,210	254,692	187,641	161,918	222,756	356,647	160.11%	194,729
** COST RECOVERY **								
Cost Recovery Fees	1,092,766	967,994	997,861	692,329	900,000	905,618	100.62%	213,289
** ECONOMIC DEVELOPMENT AUTHORITY **								
Miscellaneous Income	1,092,766	967,994	1,404,357	1,370,129	1,785,300	1,353,125	75.79%	(17,004)

DESCRIPTION		FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 Y-T-D AMOUNT	% BUDGET EXPENDED	DIFFERENCE CURRENT TO PRIOR YR
GENERAL GOVERNMENT									
11010	Board of Supervisors	919,699	2,404,331	2,160,448	1,542,525	181,500	157,895	86.99%	(1,384,630)
12020	County Administration	700,293	627,554	596,392	540,643	500,000	425,150	85.03%	(115,493)
12030	Human Resources	-	-	1,924	-	169,900	137,953	81.20%	137,953
12040	County Attorney	214,382	168,366	154,390	139,109	344,000	296,943	86.32%	157,834
12060	Information Technology	-	-	-	-	90,844	650,867	716.47%	650,867
12090	Commissioner of the Revenue	635,865	683,315	696,470	639,932	777,000	635,839	81.83%	(4,093)
12110	Reassessment	286,286	1,881	1,296	905	422,400	250,759	59.37%	249,854
12130	Treasurer	527,612	498,997	535,950	475,809	572,000	470,504	82.26%	(5,306)
12150	Finance & Purchasing	325,425	296,187	372,293	336,053	499,500	356,284	71.33%	20,231
13000	Elections	202,918	262,463	279,730	239,470	455,458	293,507	64.44%	54,038
* SUBTOTAL *		3,812,480	4,943,094	4,798,893	3,914,447	4,012,602	3,675,700	91.60%	(238,747)
JUDICIAL ADMINISTRATION									
21010	Circuit Court	28,301	35,751	7,133	5,455	65,400	74,393	113.75%	68,938
21020	General District Court	18,888	17,872	24,706	15,731	24,300	16,898	69.54%	1,166
21030	Magistrates	4,104	4,584	4,536	3,689	5,800	4,828	83.25%	1,139
21050	Juvenile and Domestic Court	17,859	18,468	15,604	10,365	19,000	13,848	72.88%	3,483
21060	Clerk of Circuit Court	591,866	577,068	595,585	544,934	638,600	533,053	83.47%	(11,881)
21080	Law Library	47,729	54,092	57,570	52,217	54,300	51,943	95.66%	(274)
22010	Commonwealth's Attorney	785,036	952,916	1,057,942	963,572	1,103,400	955,267	86.57%	(8,305)
* SUBTOTAL *		1,493,783	1,660,751	1,763,076	1,595,964	1,910,800	1,650,230	86.36%	54,266
PUBLIC SAFETY									
31020	Sheriff's Department	4,062,799	4,077,795	4,725,508	4,287,764	4,982,083	4,542,560	91.18%	254,796
31040	E-911 System	542,115	622,601	709,678	630,322	956,250	1,026,984	107.40%	396,662
31050	School Resource	584,491	725,798	826,414	798,772	785,329	515,113	65.59%	(283,659)
32000	Volunteer Fire & Rescue	955,520	1,012,916	1,724,094	1,359,716	1,013,000	738,697	72.92%	(621,020)
33000	Court Services	971,896	960,997	929,591	867,119	998,300	937,374	93.90%	70,255
33030	Probation	63,230	43,332	10,316	3,746	41,000	3,682	8.98%	(63)
34010	Building Inspections	650,795	669,739	738,866	678,222	618,000	636,418	102.98%	(41,804)
35010	Animal Control	649,641	685,432	573,852	528,767	717,380	542,234	75.59%	13,468
35030	Medical Examiner	740	780	680	220	1,000	580	58.00%	360
35050	Fire & Rescue Department	3,086,725	3,338,898	4,012,144	3,764,005	5,406,828	3,891,735	71.98%	127,731
* SUBTOTAL *		11,567,952	12,138,288	14,251,143	12,918,652	15,519,170	12,835,377	82.71%	(83,274)

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 Y-T-D AMOUNT	% BUDGET EXPENDED	DIFFERENCE CURRENT TO PRIOR YR
PUBLIC WORKS								
41010 Public Works/Sanitary Districts	389,345	372,848	487,575	381,459	495,624	382,109	77.10%	650
41020 Streets and Highways	17,018	17,818	9,499	5,141	20,000	10,362	51.81%	5,221
42030 Refuse Collection	710,782	753,168	796,471	668,838	803,764	800,770	99.63%	131,933
42035 Refuse Collection/Transfer Station	156,669	183,701	210,292	177,118	229,274	190,209	82.96%	13,091
42040 Refuse Disposal	2,414,597	2,695,474	2,546,563	2,156,587	3,491,945	2,369,729	67.86%	213,142
43000 Maintenance of Bldgs. & Grounds	1,223,179	1,484,045	1,769,655	1,512,199	1,421,000	1,573,101	110.70%	60,902
* SUBTOTAL *	4,911,590	5,507,054	5,820,055	4,901,342	6,461,607	5,326,280	82.43%	424,938
HEALTH/WELFARE/PARTNERSHIPS								
51000 Health	355,798	350,963	392,676	325,951	382,412	382,412	100.00%	56,461
52000 Mental Health & Disability	32,500	32,500	32,500	219,662	32,500	115,637	355.80%	(104,026)
53000 Social Services	3,943,902	3,820,576	4,015,443	3,640,155	5,045,779	3,256,315	64.54%	(383,840)
53090 Other Social Services	115,178	115,489	118,289	81,168	110,000	98,300	89.36%	17,132
53500 Comprehensive Services Act	1,731,108	1,678,560	2,026,204	1,381,642	1,785,000	1,498,366	83.94%	116,724
64010 Regional Partnerships	3,607,210	3,653,113	4,390,466	76,622	4,193,850	3,885,003	92.64%	3,808,381
* SUBTOTAL *	9,785,696	9,651,201	10,975,578	5,725,200	11,549,541	9,236,032	79.97%	3,510,832
PARK, REC & CULTURAL								
71010 Parks & Rec - Administration	772,963	792,983	637,928	565,538	898,718	615,975	68.54%	50,437
71020 Parks & Rec - Rec Programs	53,270	45,646	19,566	15,195	52,577	34,509	65.63%	19,314
71030 Parks & Rec - Maintenance	1,464,175	1,386,698	1,440,844	1,237,082	1,555,918	1,314,830	84.51%	77,748
73000 Library, Museums, Cult. Enrich.	994,134	1,006,758	1,018,087	1,114,946	1,018,100	1,264,375	124.19%	149,429
* SUBTOTAL *	3,284,542	3,232,085	3,116,424	2,932,761	3,525,313	3,229,689	91.61%	296,928
COMMUNITY DEVELOPMENT								
81010 Planning & Zoning Administration	436,799	419,519	388,235	364,787	473,000	367,488	77.69%	2,701
81050 Economic Development	54,117	108,234	302,194	332,413	3,282,400	2,221,162	67.67%	1,888,749
82000 Environmental Management	26,045	18,530	20,500	22,550	18,500	20,010	108.16%	(2,540)
83000 VPI Extension Service	109,101	114,738	111,998	90,741	121,000	94,745	78.30%	4,003
* SUBTOTAL *	626,062	661,021	822,927	810,492	3,894,900	2,703,405	69.41%	1,892,913
MISCELLANEOUS								
91000 Non-Departmental	982,803	782,300	2,682,925	864,168	1,364,956	962,184	70.49%	98,016
92000 Capital Outlay	18,547,831	6,774,261	3,410,276	20,531,415	3,589,412	1,261,868	35.16%	(19,269,547)
95000 Debt Service	-	11,351,634	11,686,376	-	11,846,251	9,091,369	76.74%	9,091,369
99010 Transfers to Other Funds	27,333,773	27,057,371	29,079,883	22,384,847	27,803,020	20,746,372	74.62%	(1,638,475)
* SUBTOTAL *	46,864,407	45,965,566	46,859,459	43,780,430	44,603,639	32,061,793	71.88%	(11,718,637)
TOTAL GENERAL FUND	82,346,512	83,759,060	88,407,555	76,579,288	91,477,572	70,718,507	77.31%	(5,860,781)

	DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	PRIOR YEAR ACTUAL TO DATE	FY 2021 - 2022 APPR AMOUNT	FY 2021 - 2022 Y-T-D AMOUNT	% BUDGET EXPENDED	DIFFERENCE CURRENT TO PRIOR YR
81	AIRPORT FUND								
	Operating Expenditures	369,736	226,983	179,874	139,237	222,756	232,784	104.50%	93,547
	Transfer to General Fund	21,335	20,105	-	-	-	-	0.00%	-
	* SUBTOTAL *	391,071	247,088	179,874	139,237	222,756	232,784	104.50%	93,547
83	COST RECOVERY FUND								
	Operating Expenditures	597,225	295,811	797,009	609,535	958,042	249,992	26.09%	(359,543)
94	ECONOMIC DEVELOPMENT AUTHORITY								
	Operating Expenditures	-	1,634,541	1,457,290	1,273,036	1,785,300	1,005,675	56.33%	(267,362)



COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
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Front Royal, Virginia 22630

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Dr. Edwin C. Daley
County Administrator

BOARD OF SUPERVISORS

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Cheryl L. Cullers
South River
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VICE CHAIR
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Fork
District

Walter J. Mabe
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District

Dr. Edwin C. Daley
County Administrator

Memorandum

TO: Chair and Members of the Warren County Board of Supervisors
FROM: Dr. Edwin C. Daley, ICMA-CM, County Administrator *Ecd*
DATE: June 28, 2022
RE: County Administrator's Report

Revenue Updates

Year-to-Date	FY 2022	FY 2021	Difference
Sales Tax	\$5,711,810	\$4,337,465	\$1,374,345 (31.69%)
Meals Tax	\$1,021,794	\$867,197	\$154,597 (17.83%)
Lodging Tax	\$300,534	\$244,509	\$56,025 (22.91%)
Business License Tax	\$1,252,013	\$1,122,129	\$129,884 (11.57%)

Building Inspections Statistics for May

New Home Starts

County	Town	Total	# in May 2021
8	0	8	25

Permits Issued

2022	2021	Difference
202	206	-4 (-1.98%)

Inspections Completed

2022	2021	Difference
983	1,030	-47 (-4.78%)

Parks and Recreation

- The Claude A. Stokes, Jr. Community Swimming Pool opened for the 2022 Season on Saturday, June 18th. Hours of Operation:
Monday through Friday 12:00 p.m. (Noon) - 5:30 p.m.
Saturday and Sunday 12:00 p.m. (Noon) - 6:00 p.m.
- Swimming Lessons, Session I: The Warren County Parks and Recreation Department will be sponsoring Swimming Lessons for those 5 to 15 years of age. Lessons will be Monday through Friday, June 27th - July 1st at the Claude A. Stokes, Jr. Community Swimming Pool.

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

Department of Social Services – In the month of May, DSS received:

- 135 SNAP Applications
- 105 Medicaid Applications
- 23 TANF Applications
- 24 Child Care Applications
- 3 Auxiliary Grant Applications
- 1,044 Lobby Visits
- 1,443 Phone Calls

On the Services side, for the month of May, DSS received:

- 62 CPS referrals
- 23 APS referrals

Services rendered:

- Used \$2,415.30 from the Ministerial Fund
- Took in \$2,166 to the Ministerial Fund
- Provided food to 18 individuals
- 96 EBT cards given

Job development:

- New client/referrals in May – 6
- Total clients to-date – 77
- Jobs offered/accepted – 3
- Spring Job Fair was held on May 12th, and 28 vendors attended along with 51 job seekers

People Power:

- James White started 5/16/22 as a Benefit Program Specialist
- Natasha Gresens started 5/31/22 as the Fraud Specialist
- Lea Schiefele started 6/1/22 as an intern

Department of Fire and Rescue Services

- WCFR continues to work with the South Warren VFD Leadership and the Browntown Community to address concerns raised with regard to response coverage. A Fire and Rescue “Town Hall” Presentation was held with members of the Browntown Community and a meeting held with the membership of the South Warren Fire Department.
- WCFR has purchased a 1997 Seagrave Fire Engine and staff continues to work to place the engine in service. This engine will be assigned to Linden Fire Station #4 and will be utilized until the delivery of the two new engines which are on order with a 24-month delivery date.
- Staff traveled to Florida to meet with representatives in a pre-build conference for the 3-medic unit on order. Staff believes the builds are on track and the anticipated delivery is 12 months out.
- The Department responded to a residential structure fire on 18th Street in Front Royal. Two Front Royal Police Officers rescued the two non-ambulatory occupants from the burning home

before the firefighter/EMS arrival. The oncoming shift was recalled Resources were thin based on the magnitude of the incident. A second alarm request was made making the county depleted of fire/EMS protection. As a result, no fire and rescue units were available to assist in additional emergency response activities throughout the county. Units from Strasburg, Middletown and Stephens City assisted on the incident scene, Marshal filled fire station 1. To ensure adequate protection, we called in the oncoming shift and emergency managers into work early to staff stations. Two firefighters were injured, one of which was treated and transported to the hospital. As always, thank you for your continued support of our fire and ems response system!

Planning and Development

- ***Tourism Committee*** – The Joint Tourism Committee continues to meet bi-weekly. Work is progressing towards creation of the 501c6 organization as the Destination Marketing Organization. The Board of Supervisors has received recommendations from the Joint Tourism Committee for Tourism Board Members and will need to make County appointments. This is on the June 28th BOS agenda.
- ***Development Review Committee*** – The Development Review Committee met on May 25, 2022 and discussed the following projects:
 - Discussion of County Projects
 - Planning Commission/BOS Applications
 - Short-Term Tourist Rentals
 - Data Center Text Amendment
 - Update on ongoing projects
 - Comprehensive Plan Review Underway
 - Sheetz Site Plan Review (Linden)
 - Discussion of Town Projects
 - Route 340/522 Corridor Projects
 - Proposed Warehouse Facility – Corner of Baugh Drive and Fairground Road
 - Enclosed Storage Facilities – Winchester Road (2)
 - Equus Warehouse Facility – Winchester Road
 - McKay Springs – Corner of Winchester Road and Reliance Road
 - Interchange Phase II – Toray Drive
 - Terra Site Constructors – 6986 Winchester Road

The Committee will meet again on June 29, 2022, at 10:00 AM.

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

- Interchange warehouse (340/522 and Toray Drive) has the foundation, foundation walls completed and will soon start with the walls. After a complete revision of the office area layout and obtaining amended/approved plans work continues to progress.
- Equus Warehouse facility – The site work continues, and the main structure is completed. The work is finishing on the shell, and it appears that a tenant is possibly found. Once a tenant is found, additional permits will be required to occupy.

- Storage facility on 340/522 continues site work and is ready to submit building plans for multiple structures.
- New trucking facility on Winners Court is continuing with site work and has started building construction.

Upcoming/Ongoing Projects – 2022

Project	Ad/Bid Date	Cost	Estimated Completion Date	Status
Morgan Ford Boat Landing	N/A	\$100,000	June 2022	Construction complete. Staff has designed the sign and will be installing it when it is complete. Ribbon cutting will be in July.
Bentonville Landfill Office Building	Summer 2022	\$180,000	Fall 2022	100% construction drawings done. Staff is obtaining cost estimates.
HHSC New Senior Center Bathroom Remodel	Summer 2022	\$180,000	Fall 2022	100% construction drawings done. This project will be bid out.
Cooley Convenience Center Upgrade	Summer 2022	\$500,000	Fall 2022	Staff has authorized the engineer to move forward with plans for expansion of the site.
Bentonville Boat Landing Grant	Fall 2022	\$150,000	November 2022	The Archeological dig is currently underway on the site.
HHSC Voter Registrar-New Voter Room		\$80,000	Winter 2022	Construction drawings complete. Staff plans to work internally on this project after this November's election.

Recent Hires

Office Manager, Planning & Zoning	Veronica Diamond, 6/1/22
Airport Superintendent	Internal – Jake Snider
Zoning Officer, Planning & Zoning	Chris Brock, 6/22/22
Crime Analyst, Sheriff's Office	Shelby Sjurseth, 5/31/22

Status of Available County Positions

Position	Department	Status	Target Date
Deputy II – Real Estate Technician	Commissioner of the Revenue	Advertising and accepting applications	ASAP
Deputy Building Official	Building Inspections	Advertising and accepting applications	7/1/2022
Building Plans Reviewer	Building Inspections	Advertising and accepting applications	8/1/2022

ECD

At a special meeting of the Warren County Board of Supervisors held in the Warren County Government Center on June 3, 2022 at 5:05 PM.

Present: Cheryl L. Cullers, Chair (South River District); Delores R. Oates, Vice Chair (North River District); Jerome K. Butler (Happy Creek District); Victoria L. Cook (Fork District); and Walter J. Mabe (Shenandoah District); also present were Edwin C. Daley, County Administrator; Caitlin Jordan, Senior Assistant County Attorney; Matt Robertson, Finance Director; Alisa Scott, Deputy Finance Director; Jamie Spiker, Treasurer; Emily Ciarrocchi, Deputy Clerk of the Board; and Roger Bianchini, Royal Examiner

Call to Order

Public Comment Period

There were no comments from the public.

Adoption of Emergency Ordinance to Delay Penalties and Interest Upon Certain Local Taxes – Ed Daley

Mrs. Cullers said she called this special meeting due to the penalties and interest being delayed on personal property taxes but not real estate taxes. At this time, it is the desire of the Board to delay penalties and interest for real estate taxes as well.

Jamie Spiker, Treasurer, inquired about whether this ordinance would include Sanitary District fees, and Mrs. Cullers said she would like to include those taxes as well. Mrs. Oates asked to publish the extension date on the website to let the public know.

On a motion by Mr. Butler, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors adopted the proposed ordinance to delay penalties and interest upon real estate taxes and Sanitary District tax rates and rates of charge until June 25, 2022:

Mabe, Aye; Cooks, Aye; Cullers, Aye; Oates, Aye; Butler, Aye

AN EMERGENCY ORDINANCE DELAYING PENALTIES AND INTEREST UPON CERTAIN LOCAL TAXES

WHEREAS, Warren County Code Section 160-26 (A) states: “Tax payments for real estate, personal property, and machinery and tools taxes shall be due and payable to the Treasurer of Warren County on a twice-per-year basis, with $\frac{1}{2}$ of the annual assessed value due on or before June 5, and the remaining $\frac{1}{2}$ of the annual assessed value due on or before December 5 of each tax year”; and

WHEREAS, the Board of Supervisors wants to provide additional time for individuals and businesses to pay real estate taxes, including sanitary district taxes, without penalty, interest, and collection activities; and

WHEREAS, the Board of Supervisors deems this matter to be an emergency as real estate taxes, including sanitary district taxes, are currently due on June 5, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF WARREN COUNTY, VIRGINIA THAT:

1. The penalty for late payment of real estate taxes, including sanitary district taxes, shall not be imposed until June 25, 2022. On June 25, 2022, a penalty of 10 percent or \$10.00, whichever is greater, of the amount of such taxes which have not yet been paid shall be imposed, provided that in no case may the penalty exceed the amount of tax payable.
2. The interest imposed upon late payment of real estate taxes, including sanitary district taxes, shall be 0 percent until June 25, 2022. After June 25, 2022, interest shall accrue upon such taxes and any penalties imposed thereon at a rate of 10 percent per annum.
3. The provisions of this Ordinance shall apply only to real estate taxes, including sanitary district taxes, that first become due on June 5, 2022.
4. The provisions of this Ordinance shall supersede any conflicting provisions in the Warren County Code that apply to such taxes, including without limitation Warren County Code §160-26 and §172-27.
5. The passage of this Ordinance is an emergency, and this Ordinance shall be effective immediately.

Adjournment

Mrs. Cullers adjourned the meeting at 5:12 PM.

At a regular meeting of the Board of Supervisors of Warren County held in the Warren County Government Center on June 7, 2022 at 9:00 AM.

Present: Cheryl L. Cullers, Chair (South River District); Delores R. Oates, Vice Chair (North River District); Jerome K. Butler (Happy Creek District); Victoria L. Cook (Fork District); Walter J. Mabe (Shenandoah District); also present were Edwin C. Daley, County Administrator; Taryn G. Logan, Deputy County Administrator; Jason J. Ham, Interim County Attorney; Dr. Chris Ballenger, Superintendent of Warren County Public Schools; Mike Berry, Public Works Director; James Bonzano, Chief of Fire and Rescue Services; Michael Coffelt, Sanitary District Manager; Caitlin Jordan, Senior Assistant County Attorney; Gerry Maiatico, Fire Marshal; Matt Robertson, Finance Director; Alisa Scott, Deputy Finance Director; and Emily Ciarrocchi, Deputy Clerk of the Board

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

Adoption of Agenda – Additions or Deletions

Mrs. Cullers requested the tabling of item L (Appropriations and Transfers Requests of Warren County Public Schools) to the work session on June 14, 2022 at 6:00 PM and the tabling of item M-1 (Ordinance to Increase Water Rates in the Shenandoah Shores Sanitary District for FY 2022-2023) at the request of the Shenandoah Shores Property Owners. Mrs. Oates further requested the addition of an item under Section 2.2-3711(A)(1) of the closed session to include the Warren County Building Official.

On a motion by Mr. Mabe, seconded by Mrs. Cook, 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)

There were no comments from the public.

Report – Virginia Department of Transportation – Ed Carter

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

Maintenance:

- Performed grading operations on various stabilized roads and will continue this month and apply dust control as needed
- Mowed primary routes and will be mowing secondary routes this month

- Conducted skin patching operations on various routes and asphalt patching on Route 603 (Oregon Hollow Road) and Route 643 (Howellsville Road) and used contractor to asphalt patch Routes 340 South and 55 East; will be using contractor for additional asphalt patching this month
- Cut brush along Route 55 East and repaired soft spots on Route 340 South
- Installed pipes on various routes and will be conducting ditching operations on various routes this month

Report – Virginia Cooperative Extension Office – Karen Poff

Karen Poff, Family and Consumer Sciences Extension Agent with the Virginia Cooperative Extension Office, presented the January-March 2022 quarterly report to the Board and highlighted the following points:

- Filled the Administrative Assistant position for the Extension Office; Octavia Walker comes to the County with over 20 years of Extension Office experience
- Collaborated on and facilitated program activities for Commercial Pesticide Recertification
- Developed, facilitated, developed website, marketed, and co-taught the “Inquisitive Shepherd – Sheep and Goat” class; this 10-session, one-day-per-week class reached 438 participants representing 35 states and 9 countries
- Organized, in partnership with Winchester-Frederick Tourism, Frederick County Economic Development, Clarke County Economic Development, and Clarke County Tourism staff, a one-day Agritourism event for Clarke and Frederick producers to learn more about local services as well as state and Federal resources to grow the area agriculture economy – 65 participants
- Collaborated with the Alliance for the Shenandoah Valley to coordinate two Solar in Agriculture training sessions, one each in Frederick and Rockingham Counties – 85 participants
- Organized the virtual Skyline Stockmen’s Contest for 4-H and Future Farmers of America (FFA) youth across Virginia; 168 youth from Virginia and West Virginia competed in this annual contest
- Hosted three sessions for youth to participate in the Virginia 4-H Capitol Day
- Currently planning a full summer camp for 2022 due to COVID-19 restrictions being lifted
- Partnering with the Warren County Department of Social Services for the “Coping with a Money Crunch” workshop and is reaching out to other area Social Services Departments to offer the workshop

Report – Warren County Public Schools – Dr. Chris Ballenger

Dr. Chris Ballenger, Superintendent of Warren County Public Schools (WCPS), reported the 2021-2022 school year concluded on Thursday, June 2nd, and graduation ceremonies for Warren County and Skyline High Schools were held on Saturday, May 28th.

He then provided an overview of the security enhancements and adjustments WCPS has made over the past two years and more recently, stemming from the shooting at Robb Elementary School in Texas that happened on May 24th. He said WCPS has a great working relationship with the Warren County Sheriff's Office, a crisis management plan that is reviewed on an annual basis, a threat assessment team at each school comprised of teachers, and safety audits conducted practically daily by the School Resource Officers (SROs). WCPS is also seeking security grants from the Virginia Department of Education and is transitioning from traditional keys to keycards.

Due to it being 9:30 AM, Mrs. Cullers stopped Dr. Ballenger's report in order to begin the public hearing.

Public Hearing – Ordinance to Amend and Re-Ordain Section 6-1(A) of the Warren County Code re: Warren County Airport Commission – Caitlin Jordan

Caitlin Jordan, Senior Assistant County Attorney, reported in November 2018, the Board of Supervisors approved a modification to the Front Royal-Warren County Airport Commission bylaws to remove the County residency requirement for Commission members. The justification for this amendment was that the Airport serves the entire region, not just Warren County, and it is reasonable to include members who do not reside in the County. The Warren County Code was not updated at that time, and this ordinance would remove the residency requirement from the Code to match the bylaws.

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

On a motion by Mr. Mabe, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors adopted the proposed ordinance to amend and re-ordain Section 6-1(A) of the Warren County Code to remove the residency requirement for membership to the Warren County Airport Commission:

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

ORDINANCE TO AMEND SECTION 6-1(A) OF THE WARREN COUNTY CODE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Section 6-1(A) of the Warren County Code (Membership) be amended and re-ordained as follows:

Chapter 6. Airport Commission

§ 6-1. Membership.

- A. There is hereby established a Warren County Airport Commission, to consist of five members who shall be appointed by the Warren County Board of Supervisors. A member of the Board of Supervisors may serve as a member of the Airport Commission. All members of the Airport Commission must have ~~shall be residents of the County,~~

~~qualified by~~ knowledge and experience to make recommendations and decisions on questions of operating and managing a County-owned airport.
[Amended 7-15-2008; 8-20-2019; **6-7-2022**]

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**

Report – Warren County Public Schools (Continued)

Mrs. Cook asked if the camera systems at the schools can be accessed by entities/ individuals other than the SROs, and Dr. Ballenger replied that the cameras can be accessed by the Sheriff's Office as well. Mrs. Cook then questioned how often the cameras are monitored, and Dr. Ballenger stated the SROs monitor the cameras when they are in the office. They are not monitored every moment of the school day.

Reports – Board Members, County Administrator, Interim County Attorney

Mr. Butler reported he had met with Dan Lenz, Director of Parks and Recreation, last week.

Mrs. Cook reported she had attended the Broadband Together conference in Richmond on May 18th and 19th and wanted to know if an update could be provided about the County's status in the Virginia Telecommunication Initiative (VATI) grant process. Jason Ham, Interim County Attorney, replied that his firm, Litten & Sipe, is representing the Northern Shenandoah Valley Regional Commission (NSVRC) in this endeavor, the NSVRC being the fiscal agent for the regional broadband initiative. The State recently provided a new contract template, and his firm is in the process of contract negotiations.

Mr. Mabe reported the following:

- Attended various board and commission meetings, met with several constituents, and met with the Front Royal Soccer Association on June 4th

Mrs. Oates reported the following:

- Attended the graduation ceremonies for Warren County and Skyline High Schools on Saturday, May 28th
- Attended the Dogs of War Memorial Day service on May 29th at the Humane Society of Warren County's new Dogs of War Garden of Remembrance
- Attended the annual Memorial Day ceremony on May 30th
- Wine and Craft Festival big success this year, well-attended and good event

Mrs. Cullers reported the following:

- Presented two Ruritan Club scholarships to deserving seniors on May 18th and 19th
- Attended a walkthrough at the Health and Human Services Complex on May 26th to review the renovation plans for the relocation of the Warren County Senior Center to the Complex by January 1, 2023
- Also attended the graduation ceremonies for Warren County and Skyline High Schools on Saturday, May 28th
- Also attended the annual Memorial Day ceremony on May 30th

Dr. Daley reported the following:

- Confusion about EDA, Front Royal-Warren County EDA, incorporated and established by both bodies and both bodies have a responsibility to that organization, can't ignore it by creating one of their own, joint body
- Reminded the Board of its work session on Tuesday, June 14th beginning at 6:00 PM to discuss the tabled requests of WCPS, the updated WCPS proposed budget for FY 2022-2023, and the upcoming management shift in the Shenandoah Farms Sanitary District; to-date, the County has received four (4) citizen applications for the Shenandoah Farms Sanitary District Advisory Committee
- Reminded the Board members that they will have only one regular meeting in July on Tuesday the 19th
- Attended the Drug Court Advisory Committee meeting on June 6th, and the Committee will be bringing new bylaws for the drug court program to the full Drug Prevention Committee meeting next month; the Committee is in the process of recruiting a Drug Court Administrator, and it will take at least one year for the Administrator to complete all training required and to submit the application to State for funding. There are several locations being considered for the Drug Court
- Jake Snider, former Public Works employee, has been hired as the new Front Royal-Warren County Airport Superintendent; effective July 1st, the County will be taking over airport and fuel operations and will be advertising for a Fixed Base Operator (FBO) for on-site airplane repairs
- The recommendation of Finance Director Matt Robertson is for the Board to move forward with adopting a baseline budget for FY 2022-2023 and, if needed, to have an additional public hearing in July to amend the budget with any final changes WCPS may have to its portion

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 meetings on May 17, 2022 and May 24, 2022:

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

Consent Agenda

1. Bylaws of the Shenandoah Farms Sanitary District Advisory Committee – Ed Daley
2. Warren County Educational Foundation 2022 Scholarship – Ed Daley
3. Designation of Matt Wendling as Subdivision Administrator – Taryn Logan
4. Road Naming Request for “Smiths Sawmill Road” off Whitetail Lane – Emma Rusnak
5. Road Name Change Request from “Woodlands Lane” to “Strawberry Fields Lane” – Emma Rusnak
6. Representative Appointment to the Northwestern Regional Juvenile Detention Center Commission – Ed Daley
7. Citizen Appointments to the Finance/Audit Committee – Matt Robertson
8. Removed for further discussion
9. Removed for further discussion
10. Removed for further discussion
11. Removed for further discussion
12. Authorization to Advertise for Public Hearing – Z2022-03-02 – Justin and Maureen Sager – Ordinance to Amend Warren County Code Sections 180-8, 180-21, and 180-30.1 Regarding Poultry Abattoirs – Matt Wendling
13. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-03-06, Patricia Brown for Private Use Camping – Chase Lenz
14. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-04-01, Phong Nguyen for a Short-Term Tourist Rental – Chase Lenz
15. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-04-02, Emilia Cirker and Mark Saunders for a Short-Term Tourist Rental – Matt Wendling
16. Authorization to Advertise for Public Hearing – Z2022-04-01 – Emilia Cirker and Mark Saunders – Ordinance to Amend Warren County Code Sections 180-8 and 180-55.3 Regarding Retreat Centers – Matt Wendling
17. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-04-03, Emilia Cirker and Mark Saunders for a Retreat Center – Matt Wendling
18. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-04-04, Vanessa Portillo (Destin Consulting, LLC) for a Short-Term Tourist Rental – Chase Lenz
19. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-04-05, Carl Boswell for a Short-Term Tourist Rental – Chase Lenz
20. Authorization to Advertise for Public Hearing – Conditional Use Permit 2022-04-06, Matthew Ben Tow for a Short-Term Tourist Rental – Chase Lenz

21. Authorization to Advertise for Public Hearing – Z2022-05-01, Ordinance to Amend Warren County Code Sections 180-8, 180-28, 180-28.1 & 180-43.3 re: Light Industrial (LI) Zoning District and Data Centers – Matt Wendling

Mrs. Cook requested the removal of items 8(a-j), 9, 10, and 11 for further discussion.

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

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

Purchase of Public Safety Annual Physicals and Approval of Carryover of Funds from FY 2022 to FY 2023 – Chief James Bonzano/Alisa Scott

Mr. Ham had requested that this item be pulled for discussion because he would like Fire Chief James Bonzano to speak with a partner in his firm whose focus is employment law. He would like the Board to table this item to the June 28th meeting to allow Chief Bonzano this opportunity.

Gerry Maiatico, Fire Marshal, said the primary reason for this carryover request is to ensure there is funding in place for the Department to lock-in the desired dates for annual physicals. He is worried that if the Board delays approval of this request, the Department will lose the desired dates; the vendor is already scheduling into 2023. Mr. Ham amended his original request and said he had no problem if the Board moves forward and approves this item. He was not aware there was a time-sensitive aspect to this request.

Mrs. Cook asked if this fund carryover would increase the budget level for FY 2022-2023, and Alisa Scott, Deputy Finance Director, said it would not technically increase the budget as it is an encumbrance. The carryover would extend the period of time for the Department to expend funds into fiscal year 2022-2023. Mrs. Cook then asked if the cost of the annual physicals was underestimated, and Ms. Scott said it was not. The Department is jumping into Phases 2 and 3 of this program early to get the scheduled dates that are most desirable. Phase 1 was for full-time operational employees of the Department, and Phases 2 and 3 will include all part-time employees and volunteer responders of the Department in addition to the full-time operational employees.

On a motion by Mrs. Oates, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the transfer of \$26,000 from FY 2022 to FY 2023 for the purchase of Occupational Health Services from Life Extension Services, Inc., and further authorized the Chair and County Administrator, either of whom may act, to execute all necessary documents in concurrence with the County Attorney to purchase the Occupational Health Services from Life Extension Services, Inc. on behalf of the County:

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

Renewal of Annual Term Contracts – Caitlin Jordan/Alisa Scott

Mrs. Cook requested the removal of these ten (10) contracts due to each cover sheet stating “There is no request for additional funding for FY23” under the “Cost and Financing” section. She questioned why an exact cost estimate was not provided. Dr. Daley noted that the Board approves the Professional Services line item as part of the County’s budget, which means the Board has essentially created its own cost estimate within the adopted budget. Ms. Scott further noted that before a project begins, an estimate is given to the County from the contractor, and her desire is for the County to work towards a “do not exceed” clause with each major purchase order. Mike Berry, Public Works Director, also commented that if a project is anticipated to go beyond its original funding scope, an appropriation request is submitted to the Board for approval.

Mrs. Cook then questioned why the Board was being asked to approve contracts that have had their periods of performance (POP) expire. The contract with Frederick Andreae Architects expired on January 9, 2022; the contract with Land Planning & Design Associates expired on January 22, 2022; and the original 2014 contract with Racey Engineering, PLLC, included a clause for four (4) additional one-year extensions but has been extended and renewed six (6) times. Ms. Scott said these contractors are all currently providing services to the County on specific projects, and the proposed extensions are for those projects only. Once those projects are complete, so too will the contract, and there will be a new bidding process for the services.

On a motion by Mrs. Cook, seconded by Mrs. Oates, and by the following vote, the Board of Supervisors approved the renewal of annual term contracts with B&B Excavating, Carroll Construction, Chesterfield Insurers General Excavation, Inc. (GEI), H&W Construction, LaBella Associates, and Walnut Hollow Farm as presented and tabled the annual term contracts with Frederick Andreae Architects, Land Planning & Design Associates, and Racey Engineering, PLLC for further discussion:

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

Purchase of Self-Contained Breathing Apparatus (SCBA) Replacement Equipment from ESA Lane Fire Loss Funds – Chief James Bonzano/Alisa Scott

Mrs. Cook pulled this item due to the “Cost and Financing” portion of the cover sheet indicating that no new funds are being requested and yet the purchase price is over \$20,000 more than originally estimated. Mr. Maiatico said the Department had set aside funding for this apparatus replacement but did not anticipate the drastic market increases and inflation that have occurred over the past year. This request would transfer the needed additional funds from other line items with excess funds to the SCBA Program line item to cover the additional costs.

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the purchase of Self-Contained Breathing Apparatus for \$88,150.00 from Atlantic Emergency Solutions on behalf of Warren County and further authorized the

County Administrator sign a purchase order to Atlantic Emergency Solutions for the acquisition of the SCBA Equipment in the amount of \$88,150.00:

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

Purchase of Emergency Medical Services (EMS) Treatments and Support Equipment – Chief James Bonzano/Alisa Scott

Mrs. Cook pulled this item due to the statement in the cover sheet that “the equipment will be made available to the Chester Gap VFD”. Mr. Maiatico confirmed the purchased equipment would be the property of Warren County, but instead of the equipment sitting in a cabinet as reserves, they will be provided to Chester Gap Volunteer Fire Department to be put in service. The County has a Memorandum of Agreement with Chester Gap VFD for partial staff funding because 60% of its service calls are to Warren County, and providing the reserve equipment to Chester Gap will ensure equipment is deployed on all active units.

On a motion by Mrs. Oates, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors approved the interfund transfers of \$20,484.60 for the purchase of the LUCAS and McGrath standardized EMS Transport Vehicle Equipment and preventative service agreement for \$67,484.60 and further authorized the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney to purchase the LUCAS and McGrath equipment per the firm fixed priced cooperative contract with NASPO on behalf of the County:

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

At this time, Mrs. Cullers called for a five-minute recess, and the meeting was reconvened at 11:20 AM.

Approval of FY 2020-2021 Audit – Matt Robertson

Matt Robertson, Finance Director, reported the final audit for FY 2020-2021 has been received from Robinson, Farmer, Cox Associates and has been provided to the Board members and posted on the website for public consumption.

Mrs. Cook noted auditor Michael Lupton’s finding in this audit on the need for better internal controls and wondered what corrective action has been or will be put in place for bolstering these controls. Mr. Robertson replied that training on the correct standards for all Finance Department staff is the top priority as well as the establishment of set procedures for closing out the fiscal year. There was an issue of inconsistency on procedures due to the County having multiple Finance Directors over a short period of time. The Department is in the process of developing a procedure manual that will go over how to properly close out the fiscal year.

Mrs. Cook commented on the lack of completed audit for the Economic Development Authority (EDA) for fiscal years 2019-2020 and 2020-2021. Mr. Robertson said Robinson, Farmer, Cox Associates (RFC) is working to acquire the baseline auditing work from Brown Edwards, the auditing firm that completed the EDA's prior audits for fiscal years 2017-2018 and 2018-2019. This request is currently making its way through the legal department for Brown Edwards. Once this information is obtained, RFC will be able to bring the EDA's audits up to date, and the EDA portion will remain a separate component of the County's overall audit (like the School Board).

On a motion by Mrs. Cook, seconded by Mr. Mabe, and by the following vote, the Board of Supervisors approved the FY 2020-2021 audit as presented:

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

Request – Approval of Prioritization Plan for the Hardsurfacing of Secondary County Roads through the Virginia Department of Transportation – Mike Berry

Mike Berry, Public Works Director, reported that VDOT had suggested that Warren County develop a ranking system for prioritizing hardsurface improvements in Warren County. In 2021, the Board of Supervisors held several work sessions to discuss a rating system and policy for Hardsurfacing Secondary Roads. Similar policies and rating systems for surrounding localities were reviewed and discussed during this time. Additionally, representatives from VDOT were in attendance and provided comments and recommended protocols.

The proposed policy and rating system was reviewed with VDOT and also updated to incorporate comments and rating concerns received from the Board of Supervisors. The Board will have the authority to revise the Hardsurface Improvement Projects sections of the Warren County Secondary Road Improvement Plan subsequent to the applications of the rating system. It should also be noted that the final Secondary Road plan is approved by the Board of Supervisors after a public hearing. This policy will be used to ensure consistency for existing and future hardsurface road improvement requests.

Mrs. Cook asked why the Planning Department would be maintaining the information related to the road rating system application and not the Public Works Department. Mr. Berry responded that Planning Department staff would have the knowledge of any conditional use permits or other uses on the properties along the roads on the priority list that could be impactful for the rating. The Public Works Department will be a large part of the review and implementation of the list.

On a motion by Mrs. Oates, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors implemented the Hardsurface Improvement Policy and Rating System as presented:

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

Closed Session – Virginia Freedom of Information Act

On a motion by Mrs. Oates, seconded by Mr. Mabe, 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, specifically in regard to the Front Royal-Warren County Joint Tourism Board and the Warren County Building Official.

The Board also entered into a closed meeting under the provisions of Section 2.2-3711(A)(8) for consultation with legal counsel for the provision of legal advice regarding the Shenandoah Farms Sanitary District:

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

On a motion by Mrs. Oates, seconded by Mr. Mabe, 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) 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 amended the agenda to add a citizen appointment to the Front Royal-Warren County Joint Tourism Board and further appointed Kerry Barnhart to a four-year term beginning July 1, 2022 and ending June 30, 2026:

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

On a motion by Mrs. Oates, seconded by Mrs. Cook, and by the following vote, the Board of Supervisors amended the agenda to add the appointment of a County Attorney and further appointed Jason Ham of Litten & Sipe as the County Attorney for Warren County:

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 1:32 PM.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE 06/28/2022	ITEM H	SUBJECT: US Bike Route 211 Resolution of Support
<u>EXPLANATION & SUMMARY:</u> The American Association of State Highway and Transportation Officials (AASHTO) has designated a bicycle route corridor through Virginia to be developed as USBR 211. Warren County lies within that corridor and the proposed route has investigated the proposed route and found it to be suitable for bicycle tourists. This project is part of a national effort (through AASHTO) to expand the US Bicycle Route system and is being led by VDOT, Shenandoah Valley Bicycle Coalition, Virginia Bicycle Federation, and the Adventure Cycling Association. They are seeking support for designating USBR 211 through Warren County. Please see the attached resolution of support. The resolution has been updated from its original version to further address safety concerns and improvements. Bicycle tourism is a growing industry in North America, providing an economic benefit to communities that provide facilities for such tourists. Warren County can benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region. There is nearly 18,000 miles that are currently established in 31 states and Washington D.C. The proposed route for USBR 211 will provide a benefit to Warren County and having the route mapped and signed, would promote bicycle tourism in our area. If the resolution is approved, it shall be sent with a letter to VDOT expressing our support for the route. As of June 15, seven of the nine agencies along the route have submitted resolutions of support (Woodstock, Strasburg, Shenandoah County, New Market, Rockingham County, Grottoes, and Waynesboro). <u>PROPOSED OR SUGGESTED MOTION:</u> I move the Board of Supervisors adopt the proposed resolution to support the development of US Bicycle Route 211. OR I move that the Board of Supervisors deny proposed resolution of support.		
SUBMITTED BY: Joseph Petty, Director of Economic Development	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (Describe)	PROCESSED BY:

RESOLUTION



of the Board of Supervisors of Warren County in Support of the Development of US Bike Route 211

WHEREAS, bicycle tourism is a growing industry in North America, providing an economic benefit to communities that support facilities for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing Virginia to be developed as United States Bicycle Route 211 (USBR 211); and

WHEREAS, the Adventure Cycling Association, Shenandoah Valley Bicycle Coalition, and the Virginia Bicycle Federation, with the cooperation of VDOT, have proposed specific route to be designated as USBR 211; and

WHEREAS, the proposed route for USBR 211 comes through Warren County and can therefore provide benefits to our county; and

WHEREAS, the Board of Supervisors has reviewed the proposed route and found it to be the best alternative route to complete USBR211, and desire that the route be designated so that it can be mapped and signed, thereby promoting safe bicycle tourism in our area.

WHEREAS, the Board has general safety concerns about the interaction of motor vehicles and farm equipment with bicycle riders; and

WHEREAS, the Board relies upon and trusts the expertise and guidance of VDOT and the respective cycling advocacy groups regarding such concerns; and

WHEREAS, VDOT will review and investigate any outstanding concerns following the recommendation to approve the route by all affected localities.

NOW THEREFORE BE IT RESOLVED, that Warren County hereby expresses its approval and support for the development of USBR 211, and requests that VDOT get the route officially designated by AASHTO as soon as this can be achieved, and authorizes the posting of signs within Warren County right-of-way identifying the route through the county once the official designation has been made.

Adopted: June 28, 2022

Cheryl L. Cullers, Chair
Warren County Board of Supervisors

ATTEST:

Edwin C. Daley, Clerk
Warren County Board of Supervisors

Resolution of the Board of Supervisors of Warren County in Support of the Development of US Bike Route 211

WHEREAS, bicycle tourism is a growing industry in North America, ~~contributing \$47 billion a year to the economies of~~ providing an economic benefit to communities that ~~provide~~ support facilities for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing Virginia to be developed as United States Bicycle Route 211 (USBR 211); and

WHEREAS, the Adventure Cycling Association, Shenandoah Valley Bicycle Coalition, and the Virginia Bicycle Federation, with the cooperation of VDOT, have proposed specific route to be designated as USBR 211; and

WHEREAS, the proposed route for USBR 211 comes through Warren County and can therefore provide benefits to our county; and

WHEREAS, ~~we have investigated~~ the Board of Supervisors has reviewed the proposed route and found it to be ~~a suitable~~ the best alternative route to complete USBR211, and desire that the route be designated so that it can be mapped and signed, thereby promoting safe bicycle tourism in our area.

WHEREAS, the Board has general safety concerns about the interaction of motor vehicles and farm equipment with bicycle riders; and

WHEREAS, the Board relies upon and trusts the expertise and guidance of VDOT and the respective cycling advocacy groups regarding such concerns; and

WHEREAS, VDOT will review and investigate any outstanding concerns following the recommendation to approve the route by all affected localities.

NOW THEREFORE BE IT RESOLVED, that Warren County hereby expresses its approval and support for the development of USBR 211, and requests that VDOT get the route officially designated by AASHTO as soon as this can be achieved, and authorizes the posting of signs within Warren County right-of-way identifying the route through the county once the official designation has been made.

Background information on USBR route designation:

There is no inherent liability for local agencies per the federal Transportation Research Board:

http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_lrd_53.pdf

To view AASHTO information on the US Bicycle Route System:

<https://route.transportation.org/us-bicycle-routes/>

Signage is nice, but not required. There are a number of ways a route can be designated including maps (paper or Internet), signs, pavement markings, downloadable GPS coordinates, etc.

The choice of roads for a US Bicycle Route is a trade off between low traffic, direct routing, access to services (bike shops, motels, campgrounds, etc.), access to points of interest, and scenic roads. The best route for a family weekend bike ride may not be the best route for someone on a multi-day long distance bicycle trip.

Long distance bicycle tourists are experienced road riders and used to varying quality of road surface, absence of paved shoulders, and car and truck traffic. The number of cyclists who might use a given route is difficult to predict, but five to ten riders per day (1,000-2,000 per season) would be considered a significant increase in usage once a route is designated.

A change in the route can be proposed to VDOT and they propose the change to AASHTO. AASHTO has accepted every new route and route change requested by state DOTs. Route changes can be made twice per year.

Designating a USBR does not impose any constraints or restrictions on the use of a road, street, trail or right-of-way. It's current or future status or use for any other purpose is not changed.

There is no requirement that roads for US Bicycle Routes meet the guidelines in the AASTHO Guide for Bicycle Facilities. This was explicitly considered and it has been written into the process that there are no specific requirements for road or trail standards. It is recognized that local "engineering judgment" will determine when a road is suitable for inclusion in a USBR designation.

Building Bicycle Tourism with the U.S. Bicycle Route System



The U.S. Bicycle Route System



- Growing national network of numbered and signed bicycle routes
- Officially approved by state transportation agencies and AASHTO
- Coordinated by Adventure Cycling Association



Adventure Cycling Association

- Non-Profit Mission: *To inspire, empower, and connect people to travel by bike*
 - 50K mile route network + maps + organized tours
 - *Adventure Cyclist* magazine
 - National advocacy
- 53,000 members
- Adventure Cycling Route Network provided a blueprint for the first U.S. Bicycle Routes
- Adventure Cycling is the technical support organization to AASHTO for the USBRS

The U.S. Bicycle Route System



- 1982: First routes designated
- 2004: Project restarted & task force created
- 2005: Adventure Cycling pledged staff support
- 2008: AASHTO approved process & corridor plan
- 2011: First new route designated since 1982

Currently: 17,900 miles in 31 states + DC



The goal of The United States Bicycle Route System is to connect America through a network of numbered interstate bicycle routes.

NATIONAL CORRIDOR PLAN

January 2021

Adventure Cycling Association
America's bicycle travel experts

AMERICAN ASSOCIATION OF
STATE HIGHWAY AND
TRANSPORTATION OFFICIALS
AASHTO
THE VOICE OF TRANSPORTATION



ADVENTURECYCLING.ORG/USBRs

Well over 50,000 miles when complete

Note: dashed lines just general guidance for where a route could be designated.

Development of U.S. Bicycle Routes in VA



- USBR 1 – 280 miles from DC to North Carolina
 - Designated in 1982
 - Based roughly on Adventure Cycling Atlantic Coast Route
- USBR 76 – 558 miles from Yorktown to Kentucky
 - Designated in 1982
 - Based on Adventure Cycling TransAmerica Trail
 - Continually updated to reflect changed circumstances
- USBR 176 – 17 miles, Richmond/USBR 1 to USBR 76
 - Designated 2016
 - Uses East Coast Greenway alignment along James River
- USBR 211 – 108 miles proposed in Shenandoah Valley
 - Parallel to a proposed USBR 11 on the Blue Ridge Parkway

Related USBRs in Nearby States



- USBR 11 designated in NY
- USBR 11 planned for designation in PA in 2022
- USBR 11 designated in MD
- USBR 11 NC in discussions but no planned designation
- USBR 15 planned for designation in WV in 2022

Jurisdictional support required



- 5 “road owners” for USBR 211 + 4 Counties that VDOT wants to see supporting the route
- Resolution or letter of support to VDOT signifies support
- Adventure Cycling volunteers doing local agency outreach

USBR 211 in Northern Shenandoah

<https://ridewithgps.com/routes/37831151>

Browser address bar: <https://ridewithgps.com/routes/37831151?beta=false>

Navigation: Jump To, Find, Route Planner, Stories

Search: Search, Upgrade, Bike Paths, Map

Cue Sheet

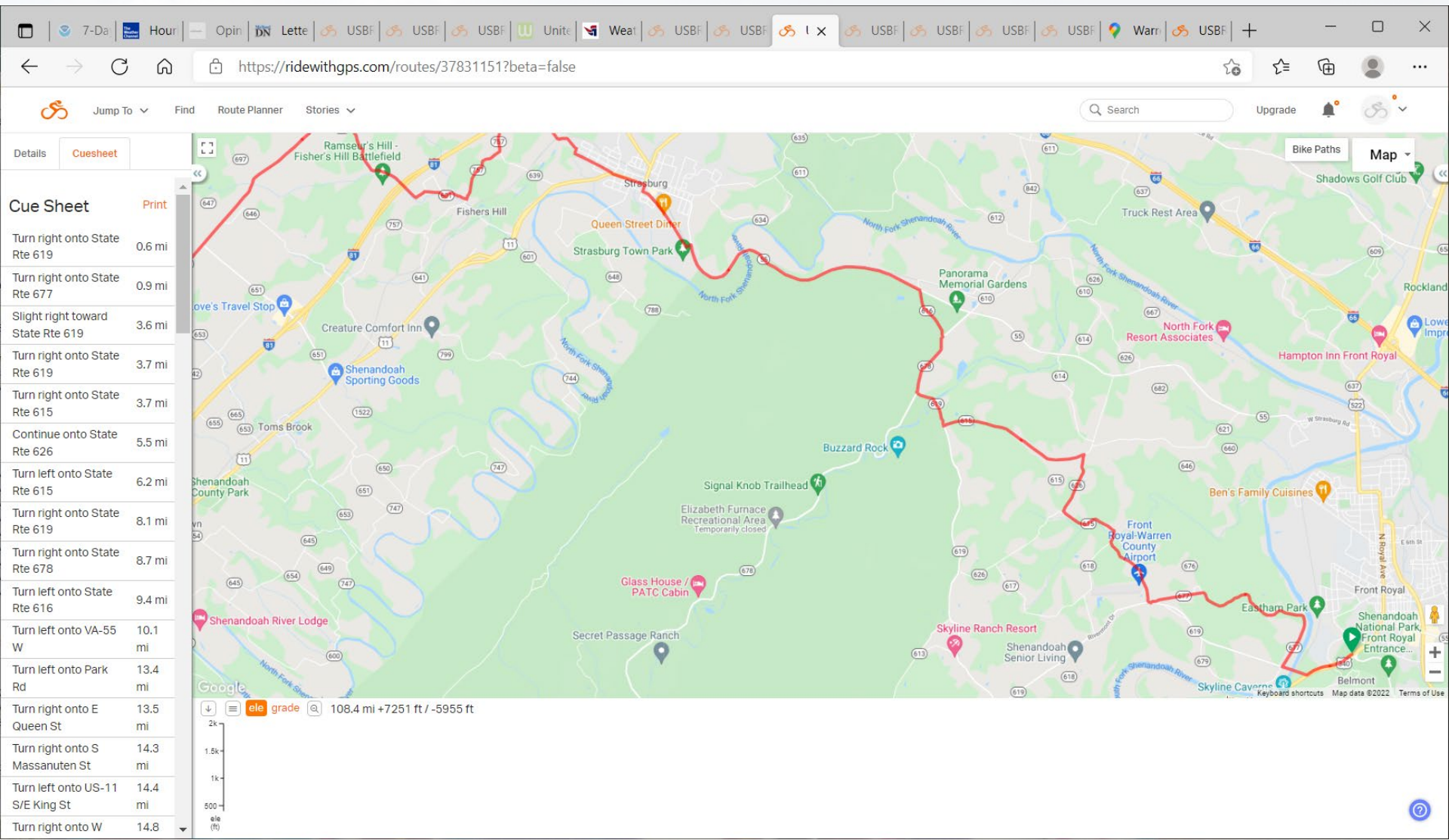
Print

Turn right onto State Rte 619	0.6 mi
Turn right onto State Rte 677	0.9 mi
Slight right toward State Rte 619	3.6 mi
Turn right onto State Rte 619	3.7 mi
Turn right onto State Rte 615	3.7 mi
Continue onto State Rte 626	5.5 mi
Turn left onto State Rte 615	6.2 mi
Turn right onto State Rte 619	8.1 mi
Turn right onto State Rte 678	8.7 mi
Turn left onto State Rte 616	9.4 mi
Turn left onto VA-55 W	10.1 mi
Turn left onto Park Rd	13.4 mi
Turn right onto E Queen St	13.5 mi
Turn right onto S Massanutten St	14.3 mi
Turn left onto US-11 S/E King St	14.4 mi
Turn right onto W King St	14.8 mi

Map details: 108.4 mi +7251 ft / -5955 ft

<https://ridewithgps.com/routes/37831151>

<https://ridewithgps.com/routes/37831151>



Proposed route through Warren County

The draft route in Warren County is all on VDOT highways, beginning on US 340 in Front Royal, then:

VA 619, VA 677, BA 619, VA 615, VA 626, VA 615, VA 619, VA 678, VA 616, VA 55 and Park Rd. into Strasburg.

Any changes agreed will be reflected in the map. The map link will stay the same.

Local route input expected



Local agencies have the final say so when they request a change to the route, it is accepted/negotiated.

Benefits of the USBR designation



- Improved routes for bicycle travelers
- Positive health/environmental impacts
- Economic development via bicycle tourism for smaller communities

Kerry Irons

USBR volunteer coordinator

Adventure Cycling Association

irons54vortex@gmail.com

989-513-7871 or 616-298-7883

Jennifer Hamelman

USBR Program Manager

Adventure Cycling Association

jhamelman@adventurecycling.org

800-755-2453 or 503 867-5726



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE: June 28, 2022	ITEM I	SUBJECT: School Capital Appropriation Request of Warren County Public Schools	PAGE 1 OF 1
<u>EXPLANATION & SUMMARY:</u> The Warren County School Board has requested the appropriation of \$343,600 from School Capital Project Reserves to replace the membrane roof at Blue Ridge Technical Center. The attached correspondence from Dr. Chris Ballenger, Superintendent, expounds upon this request. <u>COST & FINANCING:</u> \$343,600 from the County's General Fund Balance (from the \$1,000,000 that was kept in reserve for future School Capital Projects) will be appropriated to School Capital Improvement Fund. <u>PROPOSED OR SUGGESTED MOTION:</u> I move that the Board of Supervisors approve the request of Warren County Public Schools to appropriate \$343,600 from the County's General Fund Balance to the School Capital Improvement Fund for the purpose of the award of a contract to Black Stone Roofing, LLC for the replacement the membrane roof at Blue Ridge Technical Center. OR I move that the Board of Supervisors not approve the request of Warren County Public Schools to appropriate \$343,600 from the County's General Fund Balance to the School Capital Improvement Fund.			
SUBMITTED BY: Edwin C. Daley, County Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:



Warren County Public Schools

210 North Commerce Avenue
Front Royal, Virginia 22630-4419

Phone (540) 635-2171

Fax (540) 636-4195

www.wcps.k12.va.us

OFFICE OF THE
SUPERINTENDENT

May 31, 2022

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

Dear Dr. Daley:

At the May 18, 2022 regular meeting of the Warren County School Board, approval was given to request that the Warren County Board of Supervisors appropriate \$343,600 to the School Capital Improvements Fund to replace the membrane roof at Blue Ridge Technical Center. Black Stone Roofing, LLC was determined to be the lowest responsive and responsible bidder for the project. Funding for this project would come from the portion of the FY20 schools operating fund surplus that was previously requested for school capital projects. Additional information is provided in the attached School Board Agenda Item as well as the bid tabulation sheet for the project.

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

Sincerely,

Christopher L. Ballenger, Ed.D.
Division Superintendent

Attachments

**Agenda Item Details**

Meeting	May 18, 2022 - Work Session
Category	4. Action Agenda
Subject	C. Blue Ridge Technical Center Membrane Roof Replacement - Mr. Livesay
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	343,600.00
Budgeted	No
Budget Source	Warren County Government
Recommended Action	That approval be given to award a contract to Black Stone Roofing, LLC in the amount of \$343,600.00 to replace the membrane roof at Blue Ridge Technical Center contingent on appropriation of funding from the Warren County Board of Supervisors. I further move that the Superintendent be authorized to request funding for the project from the Board of Supervisors.

Public Content**Explanation and Summary:**

The existing membrane roof has developed multiple leaks over the years with previous repair attempts unsuccessful.

Staff posted an IFB (Invitation for Bid) utilizing the Commonwealth's eVA Procurement website along with the school divisions website at the end of March, 2022. A pre bid meeting was conducted on April 13, 2022 with eight (8) contractors in attendance. Five (5) bids were received on April 29, 2022 with Black Stone Roofing, LLC, the lowest most responsive bidder at \$343,600.00.

Attachments:**Cost and Financing:**

- \$343,600.00 - from the School Capital Improvement Fund previously approved and held by the Board of Supervisors

Proposed or Suggested Motion:

" I move that approval be given to award a contract to Black Stone Roofing, LLC in the amount of \$343,600.00 contingent on appropriation of funding from the Warren County Board of Supervisors. I further move that the Superintendent be authorized to request funding for the project from the Board of Supervisors. "

Administrative Content

Executive Content

Motion & Voting

That approval be given to award a contract to Black Stone Roofing, LLC in the amount of \$343,600.00 to replace the membrane roof at Blue Ridge Technical Center contingent on appropriation of funding from the Warren County Board of Supervisors. I further move that the Superintendent be authorized to request funding for the project from the Board of Supervisors.

Motion by Melanie C Salins, second by Ralph A Rinaldi.

Final Resolution: Motion Carried

Yea: Antoinette D Funk, Andrea M Lo, Kristen J Pence, Ralph A Rinaldi, Melanie C Salins



Warren County Public Schools
Bid Opening Day, April 29, 2022, 11:00 a.m.
BLUE RIDGE TECHNICAL CENTER ROOF REPLACEMENT - IFB 2022-004

Company Name	Black Stone Roofing, LLC	Don Largent Roofing Inc.	Northeast Contracting	Alonzo Ours Construction, Inc
BID PART A Lump Sum				
Dollars (\$)	\$342,000	\$351,786	\$415,454	\$480,000
BID PART B Steel Deck Repair				
Dollars (\$)	\$1,600	\$1,410	\$1,800	\$3, 240
Total Base Bid				
Dollars (\$)	\$343,600	\$353,196	\$417,254	\$483,240
Company Name	Vertex Roofing Contractors			
BID PART A Lump Sum				
Dollars (\$)	\$535,408			
BID PART B Steel Deck Repair				
Dollars (\$)	\$2,614			
Total Base Bid				
Dollars (\$)	\$538,022			
Bids Opened By:	Greg Livesay	Witness:	Date: April 29, 2022	

Warren County Appropriation and Transfer Form

Department: Finance

Contact: Matt Robertson

Fiscal Year: FY 2022

Date Submitted: 6/28/2022

Type of adjustment: Transfer

Appropriation

Explanation of request (Required):

The purpose of this form is to appropriate \$343,600 to the School Capital Improvement Fund from the County's General Fund Balance. After the audited report for FY20 was presented, the Board of Supervisors approved \$1,000,000 to be kept in reserve for future School Capital Projects. This budget form will appropriate \$343,600 of that funding for use on the Blue Ridge Technical Center Roof Replacement.

Revenue

Account Title	Account Code (3-xxx-xxxxxx-xxxx)	Current Budget	Adjustment Amount (+/-)	Revised Budget	Finance Use Only
Prior Year Fund Balance	3-001-041900-0010	1,805,177	343,600	2,148,777	CR
Transfer from General Fund	3-020-041050-0001	-	343,600	343,600	CR
				-	
				-	
				-	
				-	
				-	
Total Adjustments			687,200		

Expenditure

Account Title	Account Code (4-xxx-xxxxxx-xxxx)	Current Budget	Adjustment Amount (+/-)	Revised Budget	Finance Use Only
Transfer to School Capital Improvement Fund	4-001-099010-0020	-	343,600	343,600	DR
Expenditures	4-020-041020-3099	-	343,600	343,600	DR
				-	
				-	
				-	
				-	
Total Adjustments			687,200		

APPROVALS

Department

Signature

Date

Finance

Matthew J. Robertson

Signature

Comments: 6/15/2022

Date

County Administration

Signature

Date

Board Approval

Comments:

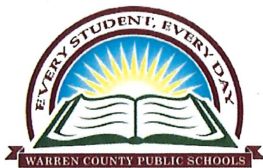
Date



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE: June 28, 2022	ITEM J	SUBJECT: FY 2021-2022 Budget Category Transfer Request of Warren County Public Schools	PAGE 1 OF 1
<u>EXPLANATION & SUMMARY:</u> The Warren County School Board has requested Budget Category Transfers within the approved FY 2021-2022 budget for Warren County Public Schools. A revised memo from Warren County Schools is enclosed with the original memo. The transfer requests have not changed. <u>COST & FINANCING:</u> Funds were appropriated by category for the adopted FY 2021-2022 budget. The transfers are needed to balance categories and provide \$ 1,500.00 net bonuses for non-instructional employees and contractors. <u>Financial Impact</u> <u>The transfers represent funds that would have been returned to the County and used for schools capital projects.</u> <u>PROPOSED OR SUGGESTED MOTION:</u> I move that the Board of Supervisors approve the transfers request. Or I move that the Board of Supervisors amend the transfers request and approve as follows: _____ Or I move that the Board of Supervisors deny the transfer request.			
SUBMITTED BY: Edwin C. Daley, County Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:



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

Office of the
Superintendent

WARREN COUNTY
BOARD OF SUPERVISORS

JUN 16 2022

RECEIVED
WARREN COUNTY
ADMINISTRATOR'S OFFICE

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

Dear Dr. Daley,

At the June 15, 2022 work session of the Warren County School Board, the school board amended the May 18, 2022 recommendation for staff bonuses to read as follows:

"I move to amend the action taken on May 18, 2022, to exclude any employee that has resigned from Warren County Public Schools and will not be employed with the school division for the FY23 school year from receiving the one-time bonus and that the savings generated by this action will be requested to be re-appropriated by the Board of Supervisors for the EWM project. Employees with a retirement date after May 31, 2022 will remain eligible for this bonus."

The school board did not modify the transfer of funds request since any remaining funds will roll back to the county at the end of this fiscal year and since the motion made requests that any savings from this action be re-appropriated by the Board of Supervisors for the E. Wilson Morrison project.

I request that you include this modified action to the transfer request that was submitted to the county on May 31, 2022. I am happy to discuss this updated request with you and your board then. Until then, if you have any questions, please let me know.

Respectfully,

Chris Ballenger
Superintendent

Attachments



Agenda Item Details

Meeting	Jun 15, 2022 - Work Session
Category	3. Action Agenda
Subject	I. Discussion and Possible Action on Employee Bonus and Transfer Request
Type	Action
Fiscal Impact	Yes
Dollar Amount	1,908,452.00
Budgeted	Yes
Budget Source	Approved FY22 Budget as Amended
Recommended Action	I move to amend the action taken on May 18, 2022, to exclude any employee that has resigned from Warren County Public Schools and will not be employed with the school division for the FY23 school year from receiving the one-time bonus and that the savings generated by this action will be requested to be re-appropriated by the Board of Supervisors for the EWM project. Employees with a retirement date after May 31, 2022 will remain eligible for this bonus.

Explanation and Summary:

Discussion and possible vote to amend the action taken on May 18, 2022, concerning a one-time bonus for full and part-time employees. On May 18, 2022, the board voted for a one-time bonus to be given to full-time and part-time employees that were employed through May 31, 2022. Full-time employees would receive a **net** (take-home) payment of \$1,500 and part-time employees a net payment of \$750. The total estimated cost of these payments is \$1,908,452. For employees hired on or after January 1, 2022, the payment would be one-half the approved amount. Employees that were employed, as of May 31, 2022, and have since resigned from Warren County Public Schools are not eligible for this bonus.

Attachments:

Cost and Financing:

The estimated cost of the bonus, \$1,908,452, would be paid with approved FY2022 budget savings primarily generated from the inability to fill a number of positions during the school year, lag pay savings from when an employee leaves and their replacement is hired, and staff turnover savings.

Proposed or Suggested Motion:

"I move to amend the action taken on May 18, 2022, to exclude any employee that has resigned from Warren County Public Schools and will not be employed with the school division for the FY23 school year from receiving the one-time bonus and that the savings generated by this action will be requested to be re-appropriated by the Board of Supervisors for the EWM project. Employees with a retirement date after May 31, 2022 will remain eligible for this bonus."

Motion & Voting

I move to amend the action taken on May 18, 2022, to exclude any employee that has resigned from Warren County Public Schools and will not be employed with the school division for the FY23 school year from receiving the one-time bonus and that the savings generated by this action will be divided equally among the employees that are eligible for this bonus. Employees with a retirement date after May 31, 2022 will remain eligible for this bonus.

Motion by Melanie C Salins, second by Andrea M Lo.

Final Resolution: Motion Carried

Yea: Antoinette D Funk, Andrea M Lo, Kristen J Pence, Melanie C Salins

Nay: Ralph A Rinaldi



Warren County Public Schools
210 North Commerce Avenue
Front Royal, Virginia 22630-4419
Phone (540) 635-2171
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OFFICE OF THE
SUPERINTENDENT

May 31, 2022

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

Dear Dr. Daley:

At the May 18, 2022 regular meeting of the Warren County School Board, approval was given to request that the Warren County Board of Supervisors approve the following FY2022 Operating Fund category transfers:

BUDGET CATEGORY	DESCRIPTION	2021-2022 BUDGET	2021-2022 TOTAL PROJECTED EXPENDITURES	UNEXPENDED	MAY 18, 2022 REQUESTED TRANSFER	PROJECTED ENDING BALANCE
61000	INSTRUCTION	\$51,749,793	\$ 50,944,910	\$804,883	(\$632,791)	\$ 172,092
62000	ADMIN, ATTENDANCE & HEALTH	\$ 2,729,495	\$ 2,997,531	(\$268,036)	\$275,000	\$ 6,964
63000	PUPIL TRANSPORTATION	\$ 2,928,625	\$ 2,802,403	\$126,222	\$0	\$ 126,222
64000	OPERATIONS & MAINTENANCE	\$ 6,653,992	\$ 6,977,691	(\$323,699)	\$325,000	\$ 1,301
66600	FACILITIES	\$ 1,042,644	\$ 1,042,644	\$0	\$0	\$ -
67000	DEBT SERVICE AND FUND TRANSFERS	\$ 629,961	\$ 629,961	\$0	\$0	\$ -
68000	TECHNOLOGY	\$ 2,185,350	\$ 2,303,421	(\$118,071)	\$120,000	\$ 1,929
69000	CONTINGENCY RESERVE	\$ 87,209	\$ -	\$87,209	(\$87,209)	\$ -
	SUB-TOTAL:	\$ 68,007,069	\$ 67,698,560	\$308,509	\$0	\$308,509

As the fiscal year has progressed and actual costs have been incurred, it will be necessary on an annual basis to request that the appropriated amounts for several categories be adjusted. Also, and primarily due to the inability to fill a number of positions during the school year, lag pay savings from when an employee leaves and their replacement is hired, and staff turnover savings, there are savings in the current budget. The Warren County School Board has approved the above changes which include an employee bonus, the purchase of Leveled Literacy Intervention (LLI) kits for all elementary schools and Brighter Futures, the purchase of a mower for each of the high schools, and the transfer of funds necessary to balance the FY2022 budget.

Additional information is provided in the attached School Board Agenda Item as well as the FY2022 Projected Category Balance and Transfer Request.

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

Sincerely,

Christopher L. Ballenger, Ed.D.
Division Superintendent

Attachments



Agenda Item Details

Meeting	May 18, 2022 - Work Session
Category	4. Action Agenda
Subject	G. Approval to Request the Board of Supervisors Transfer Funds between Budget Categories - Dr. Ballenger
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Approved FY2022 Budget as Amended
Recommended Action	That the Superintendent be authorized to request that the Warren County Board of Supervisors approve the following FY2022 Operating Fund category transfers: \$275,000 from Category 61000 (Instruction) to Category 62000 (Administration, Attendance, & Health); \$325,000 from Category 61000 (Instruction) to Category 64000 (Operations and Maintenance); \$32,791 from Category 61000 (Instruction) to Category 68000 (Technology); and \$87,209 from Category 69000 (Contingency Reserve) to Category 68000 (Technology).

Public Content

Explanation and Summary: When the Warren County Board of Supervisors approved the FY2022 School Operating Budget, the appropriation was made by budget category (vs. lump sum). As the year has progressed and actual costs have been incurred, it is necessary to request that the appropriated amounts for several categories be adjusted to reflect actual costs incurred. Also and primarily due to the inability to fill a number of positions during the school year, lag pay savings from when an employee leaves and their replacement is hired, and staff turnover savings, there are savings in the current budget that, if approved, would allow for an employee bonus, the purchase of Leveled Literacy Intervention (LLI) kits for all elementary schools and Brighter Futures, and the purchase of two mowers for the high school. In order to accomplish these initiatives, approval the requested transfer of funds is required.

Attachments:

- FY2022 Projected Category Balance and Transfer Request (*No increase to the total budget or additional funding is requested*)

Cost and Financing:

- Approved FY2022 Operating Budget as amended

Proposed or Suggested Motion:

"I move that the Superintendent be authorized to request that the Warren County Board of Supervisors approve the following FY2022 Operating Fund category transfers: \$275,000 from Category 61000 (Instruction) to Category 62000 (Administration, Attendance, & Health); \$325,000 from Category 61000 (Instruction) to Category 64000 (Operations and Maintenance); \$32,791 from Category 61000 (Instruction) to Category 68000 (Technology); and \$87,209 from Category 69000 (Contingency Reserve) to Category 68000 (Technology)."

[Budget Category Balance Transfer.pdf \(34 KB\)](#)

Administrative Content

Executive Content

Motion & Voting

That the Superintendent be authorized to request that the Warren County Board of Supervisors approve the following FY2022 Operating Fund category transfers: \$275,000 from Category 61000 (Instruction) to Category 62000 (Administration, Attendance, & Health); \$325,000 from Category 61000 (Instruction) to Category 64000 (Operations and Maintenance); \$32,791 from Category 61000 (Instruction) to Category 68000 (Technology); and \$87,209 from Category 69000 (Contingency Reserve) to Category 68000 (Technology).

Motion by Ralph A Rinaldi, second by Antoinette D Funk.

Final Resolution: Motion Carried

Yea: Antoinette D Funk, Andrea M Lo, Kristen J Pence, Ralph A Rinaldi, Melanie C Salins

**WARREN COUNTY PUBLIC SCHOOLS
PROJECTED FY2022 CATEGORY BALANCE**

BY CATEGORY - LABOR ONLY

BUDGET CATEGORY	DESCRIPTION	2021-2022 BUDGET	2021-2022 REGULAR PAYROLL TOTAL	JUNE 2022 BONUS	TRANSFER TO HEALTH CARE FUND	UNEXPENDED
61000	INSTRUCTION	\$48,759,848	\$ 45,692,449	\$ 1,632,245	\$ 337,153	\$1,098,001
62000	ADMIN, ATTENDNACE & HEALTH	\$ 2,498,271	\$ 2,716,210	\$ 67,489	\$ (37,393)	(\$248,036)
63000	PUPIL TRANSPORTATION	\$ 2,286,009	\$ 1,993,769	\$ 128,730	\$ 37,289	\$126,222
64000	OPERATIONS & MAINTENANCE	\$ 1,464,820	\$ 1,352,715	\$ 39,994	\$ 43,836	\$28,275
66600	FACILITIES	\$ -	\$ -			\$0
67000	DEBT SERVICE AND FUND TRANSFERS	\$ -	\$ -			\$0
68000	TECHNOLOGY	\$ 1,557,162	\$ 1,475,461	\$ 39,994	\$ (26,856)	\$68,563
69000	CONTINGENCY RESERVE	\$ -	\$ -			\$0
	SUB-TOTAL:	\$56,566,110	\$ 53,230,603	\$ 1,908,452	\$ 354,029	\$1,073,026

BY CATEGORY - NON-LABOR

BUDGET CATEGORY	DESCRIPTION	2021-2022 BUDGET	100% EXPENDED	PROJECTED OVER/UNDER BUDGET	PURCHASE LLI and TWO MOWERS	UNEXPENDED
61000	INSTRUCTION	\$ 2,989,945	\$ 2,989,945	\$ 197,000	\$ 96,118	(\$293,118)
62000	ADMIN, ATTENDNACE & HEALTH	\$ 231,224	\$ 231,224	\$ 20,000		(\$20,000)
63000	PUPIL TRANSPORTATION	\$ 642,616	\$ 642,616	\$ -		\$0
64000	OPERATIONS & MAINTENANCE	\$ 5,189,172	\$ 5,189,172	\$ 323,974	\$ 28,000	(\$351,974)
66600	FACILITIES	\$ 1,042,644	\$ 1,042,644			\$0
67000	DEBT SERVICE AND FUND TRANSFERS	\$629,961	\$629,961			\$0
68000	TECHNOLOGY	\$ 628,188	\$ 628,188	\$ 186,634		(\$186,634)
69000	CONTINGENCY RESERVE	\$ 87,209	\$ 87,209	\$ (87,000)		\$87,000
	SUB-TOTAL:	\$11,440,959	\$ 11,440,959	\$ 640,608	\$ 124,118	(\$764,726)

BY CATEGORY - COMBINED

BUDGET CATEGORY	DESCRIPTION	2021-2022 BUDGET	2021-2022 TOTAL PROJECTED EXPENDITURES	UNEXPENDED	MAY 18, 2022 REQUESTED TRANSFER	PROJECTED ENDING BALANCE
61000	INSTRUCTION	\$51,749,793	\$ 50,944,910	\$804,883	(\$632,791)	\$ 172,092
62000	ADMIN, ATTENDNACE & HEALTH	\$ 2,729,495	\$ 2,997,531	(\$268,036)	\$275,000	\$ 6,964
63000	PUPIL TRANSPORTATION	\$ 2,928,625	\$ 2,802,403	\$126,222	\$0	\$ 126,222
64000	OPERATIONS & MAINTENANCE	\$ 6,653,992	\$ 6,977,691	(\$323,699)	\$325,000	\$ 1,301
66600	FACILITIES	\$ 1,042,644	\$ 1,042,644	\$0	\$0	\$ -
67000	DEBT SERVICE AND FUND TRANSFERS	\$ 629,961	\$ 629,961	\$0	\$0	\$ -
68000	TECHNOLOGY	\$ 2,185,350	\$ 2,303,421	(\$118,071)	\$120,000	\$ 1,929
69000	CONTINGENCY RESERVE	\$ 87,209	\$ -	\$87,209	(\$87,209)	\$ -
	SUB-TOTAL:	\$68,007,069	\$ 67,698,560	\$308,509	\$0	\$308,509

\$ -



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE June 28, 2022	ITEM K	SUBJECT: Sole Source Award Frederick Andreae Architects	PAGE 1 OF
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EXPLANATION & SUMMARY:

The County has previously solicited and awarded a contract for professional services awarded to Frederick Andreae Architects, for “Architectural Services” on January 10, 2017. The initial term of the contract was for one (1) year from January 10, 2017 through January 10, 2018 and renewable for four (4) additional one (1) year terms or until completion of active projects. As of January 2022, there are a few remaining active projects which the County needs to complete.

The County Attorney, Senior Assistant County Attorney, and Purchasing recommend entering into a sole source agreement with Frederick Andreae Architects. In accordance with Section 2.2-4303 Methods of Procurement, Sole Source procurement is allowed upon written determination that there is only one source practicably available for that which is being procured. It would be unreasonably expensive for the County to switch engineering firms and procure professional services from any other engineering firm when projects are near completion.

Upon award, the County will post a notice of sole source award on the Commonwealth of Virginia’s e-procurement portal www.eVA.gov.

COST & FINANCING:

Project	Budget Code	Frederick Andreae Cost	Total Project Cost	Completion Date
New Voting Room	4-1-13000-8004	\$3,500	\$50,000	November 2022
New Staff Building at Bentonville Landfill / Septic Field	4-59-43000-7004	\$3,000	\$250,000	November 2022
Senior Center	4-59-43000-7003	\$15,000	\$850,000	June 2023

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors approve the sole source award to Frederick Andreae Architects for \$21,500 for the completion of the New Voting Room, New Staff Building at Bentonville Landfill / Septic Field, and the Senior Center on behalf of Warren County. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney.

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

SUBMITTED BY: Alisa Scott, Deputy Finance Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
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**AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FREDERICK ANDREAE ARCHITECTS
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2022, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Frederick Andrae Architects** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

Whereas the County previously solicited and awarded a contract for professional services to the ARCHITECT/ENGINEER for an initial term of one (1) year beginning on January 10, 2017 through January 9, 2018 and was renewable for four (4) additional one (1) year terms or until the completion of active projects.

Whereas the ARCHITECT/ENGINEER has started but not completed the following projects: (1) New Voting Room, (2) New Staff Building at Bentonville Landfill/Septic Field, and (3) Senior Center.

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws,

codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. 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 ARCHITECT/ENGINEER 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.

- 1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

- 1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.
- 1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- 1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.
- 1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").
- 1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

- 1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

- 1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.
- 1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

- 1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.
- 1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.
- 1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.
- 1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms,

invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

- 1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.
- 1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

- 1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.
- 1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.
- 1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.
- 1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.
- 1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.
- 1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

- 1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. Construction Phase.

During the Construction Phase ARCHITECT/ENGINEER shall:

- 1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.
- 1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- 1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.
- 1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.
- 1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such

recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.
- 1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise

performing any of the Contractor(s)' work; however, nothing contained in Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

- 1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1.** Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2.** Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3.** Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.
- 2.1.4.** Providing renderings or model for OWNER's use.
- 2.1.5.** Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.
- 2.1.6.** Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining

financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.1.7.** Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.
- 2.1.8.** Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.
- 2.1.9.** Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.10.** Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.
- 2.1.11.** Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.
- 2.1.12.** Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when

ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4) acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

- 2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).
- 2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

- 2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.
- 2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in

accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.
- 3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.
- 3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.
- 3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.
- 3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

- 3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.
- 3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).
- 3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1. The contract term shall end upon the completion of the following Projects but no later than June 30, 2023, whichever occurs first:
 - i. New Voting Room
 - ii. New Staff Building at Bentonville Landfill/Septic Field
 - iii. Senior Center
- 4.2. The contract term may only be renewable as permitted by Virginia Code § 2.2-4309, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.
- 4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.
- 4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.
- 4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

- 4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.
- 4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.
- 4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).
- 4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.
- 4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.
- 4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

- 4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.
- 4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.
- 4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.
- A. GENERAL
- OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

- 5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

- 5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:
- 5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.
- 5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.
- 5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).
- 5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.
- 5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.
- 5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. Times of Payment.

- 5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

- 5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.
- 5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.
- 5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. Definitions.

- 5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.
- 5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile

reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as “Construction Cost”) means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER’s compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER’s legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. Opinions of Cost.

- 6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)’ methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 – GENERAL CONSIDERATIONS

7.1. Termination.

- 7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for

termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. Reuse of Documents.

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. Controlling Law.

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. Successors and Assigns.

- 7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the

assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

- 7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. Disputes.

- 7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.
- 7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. Insurance.

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars (\$1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

- 8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such

electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

(SEAL)

County of Warren, Virginia

Attest: _____

By: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

(SEAL)

Frederick Andreae Architects:

Attest: _____

By: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

Approved as to form:

Caitlin W. Jordan
Senior Assistant County Attorney



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 28, 2022	L	Racey Engineering Sole Source Award	

EXPLANATION & SUMMARY:

The County has previously solicited and awarded a contract for professional services awarded to Racey Engineering, PLLC, Inc., for "Engineering Services" on July 1, 2014. The initial term of the contract was for one (1) year from July 1, 2014 through June 30, 2015 and renewable for four (4) additional one (1) year terms or until completion of active projects. As of January 2022, there are a few remaining active projects which the County needs to complete.

The County Attorney, Senior Assistant County Attorney, and Purchasing recommend entering into a sole source agreement with Racey Engineering. In accordance with Section 2.2-4303 Methods of Procurement, Sole Source procurement is allowed upon written determination that there is only one source practicably available for that which is being procured. It would be unreasonably expensive for the County to switch engineering firms and procure professional services from any other engineering firm when projects are near completion.

Upon award, the County will post a notice of sole source award on the Commonwealth of Virginia's e-procurement portal www.eVA.gov.

COST & FINANCING:

Project	FY23 Budget Code	Racey Cost	Total Project Cost	Completion Date
Rockland Park Basketball Court	4-59-71010-7004	\$7,900	\$30,000	November 2022
New Staff Building at Bentonville Landfill / Septic Field	4-59-43000-7004	\$6,000	\$250,000	November 2022
Senior Center	4-59-43000-7003	\$10,000	\$850,000	June 2023

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors approve the sole source award to Racey Engineering for \$23,900 for the completion of the Rockland Park Basketball Court, New Staff Building at Bentonville Landfill/Septic Field, and the Senior Center on behalf of Warren County. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney.

or

I move the Board of Supervisors table the award approval to Racey Engineering on behalf of Warren County.

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

**AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND RACEY ENGINEERING, PLLC
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2022, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Racey Engineering, PLLC** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

Whereas the County previously solicited and awarded a contract for professional services to the ARCHITECT/ENGINEER for an initial term of one (1) year beginning on July 1, 2014 through June 30, 2015 and was renewable for four (4) additional one (1) year terms or until the completion of active projects.

Whereas the ARCHITECT/ENGINEER has started but not completed the following projects: (1) Rockland Park Basketball Court, (2) New Staff Building at Bentonville Landfill/Septic Field, and (3) the Senior Center.

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of

the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. 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 ARCHITECT/ENGINEER 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.

- 1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

- 1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.
- 1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- 1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.
- 1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").
- 1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

- 1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

- 1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.
- 1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

- 1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.
- 1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.
- 1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.
- 1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms,

invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

- 1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.
- 1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

- 1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.
- 1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.
- 1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.
- 1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.
- 1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.
- 1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

- 1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. Construction Phase.

During the Construction Phase ARCHITECT/ENGINEER shall:

- 1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.
- 1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- 1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.
- 1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.
- 1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such

recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.
- 1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any

of the Contractor(s)' work; however, nothing contained in Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

- 1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1.** Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2.** Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3.** Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.
- 2.1.4.** Providing renderings or model for OWNER's use.
- 2.1.5.** Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.
- 2.1.6.** Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining

financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.1.7.** Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.
- 2.1.8.** Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.
- 2.1.9.** Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.10.** Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.
- 2.1.11.** Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.
- 2.1.12.** Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when

ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4) acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

- 2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).
- 2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

- 2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.
- 2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in

accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.
- 3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.
- 3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.
- 3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.
- 3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

- 3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.
- 3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).
- 3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1. The contract term shall end at the completion of the following Projects but no later than June 30, 2023, whichever occurs first:
 - i. Rockland Park Basketball Court
 - ii. New Staff Building at Bentonville Landfill/Septic
 - iii. Senior Center.
- 4.2. The contract term may only be renewable as permitted by Virginia Code § 2.2-4309, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.
- 4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.
- 4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.
- 4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

- 4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.
- 4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.
- 4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).
- 4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.
- 4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.
- 4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

- 5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A “Fee Schedules”) as detailed.
- 5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:
 - 5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.
 - 5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.
 - 5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).
 - 5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.
- 5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.
- 5.1.4. The terms “Payroll Costs” and “Reimbursable Expenses” will have the meanings assigned to them in Paragraph 5.4.

5.2. Times of Payment.

- 5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT’S/ENGINEER’S estimate of the proportion of the total services actually completed at the time of billing. OWNER

shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

- 5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.
- 5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.
- 5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. Definitions.

- 5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.
- 5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining

bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as “Construction Cost”) means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER’s compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER’s legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. Opinions of Cost.

- 6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)’ methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 – GENERAL CONSIDERATIONS

7.1. Termination.

- 7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause,

upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. Reuse of Documents.

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. Controlling Law.

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. Successors and Assigns.

- 7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect

of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

- 7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. Disputes.

- 7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.
- 7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. Insurance.

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars (\$1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

- 8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/

ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

(SEAL)

County of Warren, Virginia

Attest: _____

By: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

(SEAL)

Racey Engineering, PLLC:

Attest: _____

By: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

Approved as to form:

Caitlin W. Jordan
Senior Assistant County Attorney



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/28/2022	M-1	New road naming request for properties accessed off of <i>Pomeroy Rd.</i>	1 of 1

EXPLANATION & SUMMARY:

The naming of the access past the end of Pomeroy has been requested to be renamed and made a private road by the current property owners. There are currently four (4) homes along this access that will share this road.

The Warren County Code requires three (3) or more dwellings to be numbered where the driveways meet on a final platted by-way within a subdivision. With three (3) dwellings already on this right-of-way, this lane will require a new name.

The owners of the properties accessed from this ROW agreed upon a new road name. The proposed name is "Hilltop Road."

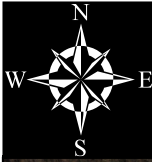
COST & FINANCING:

The cost of erecting the road sign pole is \$151.35. The road sign pole is required to have (2) crossed road signs identifying each of the intersecting roads (Pomeroy Rd & Hilltop Rd) for a total cost of \$151.35 to be paid for and installed by the County.

PROPOSED OR SUGGESTED MOTION:

I move to name the access road off of Pomeroy Rd "*Hilltop Road*".

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
Emma Rusnak, GIS Coordinator	☐ APPROVED ☐ OTHER (Describe)	

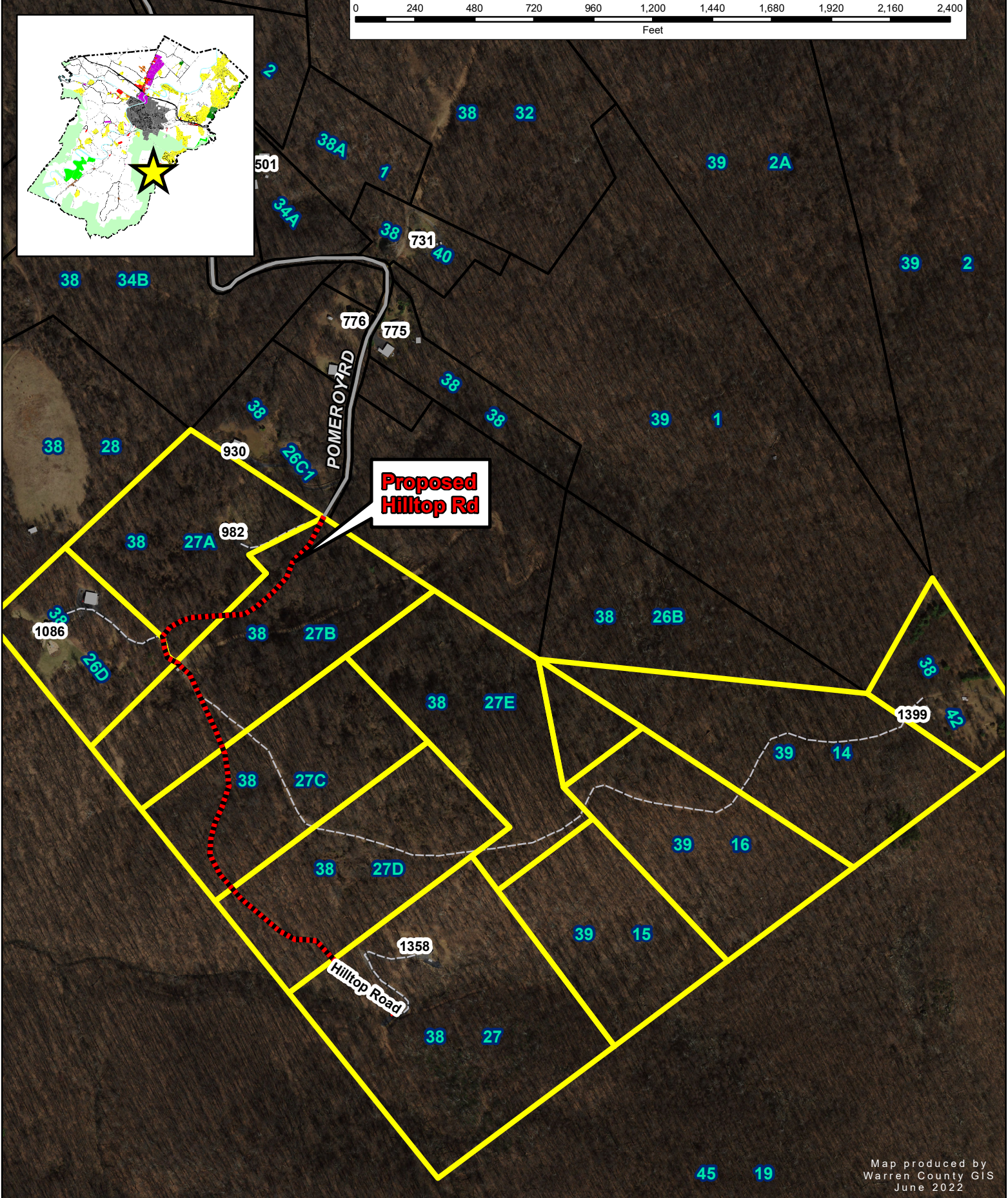
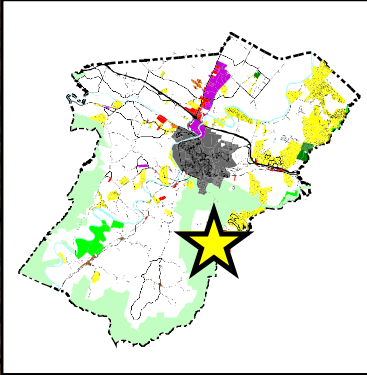
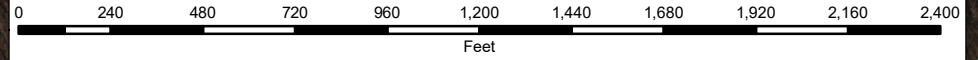


- Proposed Woodlands Lane
- Proposed Subdivision Lots
- Roads
- County Address

Proposed Road Name: "Hilltop Road"



1 inch = 500 feet





COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE June 28, 2022	ITEM M-2	SUBJECT: Appointment of Representatives to the Front Royal-Warren County Airport Commission	PAGE 1 OF 1
<u>EXPLANATION & SUMMARY:</u> There is currently one vacancy on the Front Royal-Warren County Airport Commission for an unexpired four-year term ending June 30, 2023. The Board of Supervisors has discussed this appointment in closed session and conducted interviews of several candidates; it is the consensus of the Board to appoint John Smith, Jr., to fill this vacancy. Additionally, with the recent adoption of the ordinance to amend and re-ordain Section 6-1(A) of the Warren County Code, it is necessary to reappoint Paul Kosubinsky to the Airport Commission to fill his four-year term, which ends on June 30, 2025. <u>COST & FINANCING:</u> N/A <u>CONSENT AGENDA MOTION:</u> I move that the Board of Supervisors appoint John Smith, Jr., to the Front Royal-Warren County Airport Commission for an unexpired four-year term ending June 30, 2023 and reappoint Paul Kosubinsky to fill his four-year term ending June 30, 2025.			
SUBMITTED BY: Ed Daley, County Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

SHENANDOAH FARMS SANITARY DISTRICT ADVISORY COMMITTEE
(2-Year Terms)

TWO POSITIONS – Terms Ending 6/30/2023

THREE POSITIONS – Terms Ending 6/30/2024



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE 6/28/2022	ITEM M-5	SUBJECT: Virginia Department of Transportation (VDOT) Smart Scale Project Applications - Fiscal Year 2024	PAGE 1 OF 1
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EXPLANATION & SUMMARY:

The Virginia Department of Transportation (VDOT) Fiscal Year 2024 Smart Scale project application process was opened to localities on April 1, 2022. The program allows localities to submit local transportation priorities to VDOT for evaluation and scoring based on established Smart Scale program criteria. If selected, VDOT will fund and include the project(s) in the Fiscal Year 2024 - 2029 Six Year Improvement Plan which will be updated and go into effect on July 1, 2022. Funding for the project(s) if selected will not become available until 2024.

Over the past several months, staff has worked with our local and District VDOT officials to select three (3) candidate projects to include in our FY 2024 applications. The projects were selected based on factors such as safety, need, community impact, and cost. We also considered whether or not a project would score well against other potential statewide projects. As part of the application process, pre-applications have been submitted for the following projects:

- Route 55 East and High Knob Road - Eastbound right turn lane and a westbound left turn lane into High Knob Road.
- Route 55 West and Route 678/610 - Westbound and eastbound left turn lane to Route 678 (Fort Valley Road) and Route 610 (Bucks Mill Road) and westbound right turn lane to Route 610 (Bucks Mill Road).
- Route 340 South / Stonewall Jackson Highway - VDOT district safety study will identify project improvements on Route 340 South (Stonewall Jackson Highway), which may include shoulder improvements and turn lane improvements from Route 619 (Rivermont Drive) to Route 607 (Rocky Lane)

VDOT requires the local governing body to pass a Resolution of support for the projects they will be applying for. A draft Resolution is included for your consideration. The Smart Scale application process will close on August 1, 2022.

COST & FINANCING:

No local funds required. If selected, the projects will be funded through the VDOT Six Year Improvement Plan.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors adopt the attached Resolution supporting the submission of the aforementioned projects through the VDOT Smart Scale Program for Fiscal Year 2024.

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

RESOLUTION



of the Board of Supervisors of Warren County

**Re: Virginia Department of Transportation
FY 2024 Smart Scale Project Applications**

The Board of Supervisors of Warren County, at its regular meeting on the 28th day of June 2022, adopted the following Resolution:

WHEREAS, the Virginia Department of Transportation has adopted procedures for evaluating and scoring potential transportation improvement projects submitted by localities through the FY 2024 Smart Scale Program; and

WHEREAS, the Virginia Department of Transportation has opened the Smart Scale Program application process and has requested localities to submit candidate projects to be considered for inclusion in the FY 2024 - 2029 Six Year Improvement Plan; and

WHEREAS, the County of Warren is an eligible locality to apply for transportation improvement projects through the Smart Scale Program; and

WHEREAS, each of the three (3) projects for which the County is applying play important roles in the County's long-range transportation plans and short term safety needs; and

WHEREAS, this Resolution supports the following County of Warren's FY 2024 Smart Scale Program transportation improvement project applications:

Route 55 East / John Marshall Highway – Intersection improvements at High Knob Road to include right and left turn lanes

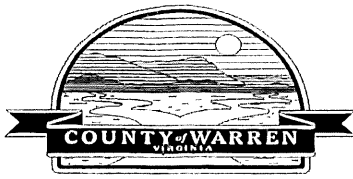
Route 55 West / Strasburg Road – Intersection improvements at Fort Valley Road / Bucks Mill Road to include right and left turn lanes and drainage structure upgrades

Route 340 South / Stonewall Jackson Highway – VDOT district safety study will identify project improvements on Route 340 South (Stonewall Jackson Highway), which may include shoulder improvements and turn lane improvements from Route 619 (Rivermont Drive) to Route 607 (Rocky Lane)

NOW, THEREFORE, BE IT RESOLVED that the Warren County Board of Supervisors is supportive of these applications for inclusion in the Virginia Department of Transportation's FY 2024 - 2029 Six Year Improvement Plan.

Adopted: June 28, 2022

Edwin C. Daley, Clerk of the Board
County of Warren, Virginia



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE 06/28/2022	ITEM M-7	SUBJECT: Request for Festival Permit Homesteaders of America LLC <i>Homesteaders of America Conference</i>
<u>EXPLANATION & SUMMARY:</u> Attached is the festival permit application from Homesteaders of America LLC requesting the Board's approval for a conference/festival to be held from October 6 to 9, 2022 at the Fairgrounds located at 26 Fairground Road. The festival will be held from 8:00 AM - 6:00 PM each day. The maximum number of people expected per day is 4,500. The event will focus on teaching different types of homesteading, self-sufficient living, sustainable meat, gardening, fiber arts, survivalism, backyard hobby farming, permaculture, and more. A request for comments has been sent to VDOT, Fire & Rescue, the Sheriff's Department, and the Building Inspections Department. All comments will be provided to the event coordinator and have been attached to this report. <u>PROPOSED OR SUGGESTED MOTION:</u> I move that the Board of Supervisors approve the festival permit request for the Homesteaders of America Conference to be held from October 6-9, 2022 at 26 Fairground Road. OR I move that the Board of Supervisors deny the festival permit request for the Homesteaders of America Conference to be held from October 6-9, 2022 at 26 Fairground Road. (List Reasons)		
SUBMITTED BY: Chase Lenz,  Zoning Administrator	DISPOSITION OF COMMISSION: ☐ APPROVED ☐ OTHER (Describe)	PROCESSED BY:

**APPLICATION FOR PERMIT TO HOLD
MUSICAL OR ENTERTAINMENT FESTIVALS**

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

Applicant Information

Name of Applicant: Amy Fewell / Homesteaders of America LLC
Address of Applicant: PO Box 555
City: Pixayville State: VA Zip Code: 22737
Home Phone #: 540-937-7860 Work Phone #: 540-837-8785
Email Address: amy.fewell@gmail.com
Name of Organization/Promoter(s): Homesteaders of America
Address of Organization/Promoter(s): 'Same as above'
City: " State: " Zip Code: "

Festival Information

Name of Festival: Homesteaders of America Conference
Festival Location: 26 Fairground Rd, Front Royal, VA
Name of property owner(s): Warren Co. Fairground ↑
Address of property owner(s): _____
Date(s) of Festival: October 6-9, 2022
Time(s) of Festival: 8am - 6pm
Admission Charge (dollars): \$55 - \$95
Maximum number of tickets offered per day: 5,000 (tickets not sold at gate)
Number of people expected per day: 4,500
List names of performers or groups who will perform at the festival:
(1) _____
(2) _____
(3) _____
(4) _____

Additional Instructions

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

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

Hand Sanitizer + Washing Stations will be set up throughout the facility. Trash + garbage removed on-site. Adequate open air spacing will be practiced w/ attendees.

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

Local Lodging, Food Vendors, Rented Potties.

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

A First Aid station will be set up, EMT will also be informed.

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

All tents will have directions to fire, as well as equipment w/ extinguishers.

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

Tickets will NOT be sold at the gate. Park first, then ticket check in. Hiring Sheriffs Office to direct traffic.

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

Event will not take place during non daylight hours

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

-- NO --

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

Tents (2) 60 x 120, (1) 40 x 60

All are certified fire tents.

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

- NO -

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

Private security is hired for October 6th - 9th

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

General Regulations

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

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

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

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

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

Amy Maxwell
Applicant's Signature

5-9-2022
Date

For Official Use Only

Permit ☐ Approved ☐ Denied by Warren County Board of Supervisors on _____

Comments: _____

County Administrator

Date

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

2022 Homesteaders of America Conference

Event ID	Event Name	Attendee Name	Attendee ID
2022HOAC-1329-NLDRIW	Two Person- Adult Weekend Pass	Kathleen Harris	68999c41e4

<https://homesteadersofamerica.com>

ATTENDEE 2

Attendee 2

Bob Harris



Check in for this event

Scan this QR code at the event to check in.

Chase Lenz

From: Arthur Boyce <bobby.boyce@vdot.virginia.gov>
Sent: Tuesday, June 14, 2022 3:35 PM
To: Chase Lenz
Cc: Rhonda Funkhouser
Subject: Warren-Rte.661-Warren County Fairgrounds-Homesteaders of America, LLC Event
Attachments: Homesteaders of America Request for Comments Package_05192022.pdf

<<...>>

DEPARTMENT OF TRANSPORTATION

Staunton/Edinburg Land Development

14031 Old Valley Pike

Edinburg, VA 22824

Dear Mr. Lenz:

We have reviewed the above subject event application from Ms. Amy Fewell (attached) for October 6-9, 2022. Based on a 2.2 person per vehicle average, the 5000 maximum attendees will generate approximately 4500 trips per day. We have no overall objections to the proposed event but offer the following comments and recommendations:

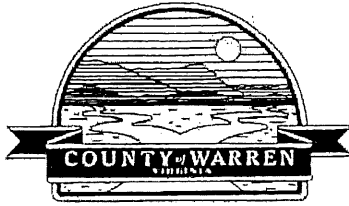
- We recommend that access to the fairgrounds for this event come off Route 800 "Winners Court".
- Vehicles entering the fairgrounds must to be shuttled in as quickly as possible to prevent backups on either Route 661 or US Route 340/522. Patrons of the event should always be parked first then pay or submit ticket, as opposed to selling or taking up tickets at the gate. This should minimize stacking onto the State's roadways.
- If traffic safety issues begin to be a problem in the future, VDOT may require the fairgrounds to install turn lanes and/or close or upgrade entrances at their expense. The western entrance closest to US Route 340/522 doesn't meet minimum spacing requirements from the traffic signal and is our primary concern.
- Any necessary flagging on the State's roadways shall be performed by uniformed law enforcement officers.

We appreciate the opportunity to provide comments on this event. If you have any questions, please do not hesitate to give me a call.

Sincerely,

Bobby Boyce

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



COUNTY OF WARREN

Department of Fire and Rescue Services

200 Skyline Vista Drive, Suite 200

Front Royal, Virginia 22630

Phone: (540) 636-3830

FAX: (540) 636-9986

Email: jbonzano@warrencountvfire.com

James G. Bonzano, II
Fire Chief

Memorandum

BOARD OF SUPERVISORS

CHAIR
Cheryl L. Cullers
South River
District

VICE CHAIR
Delores R. Oates
North River
District

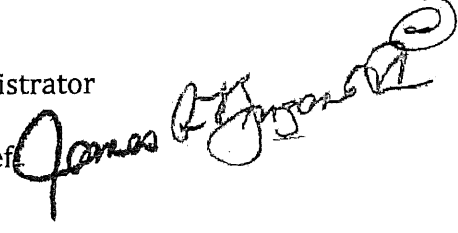
Jerome K. Butler
Happy Creek
District

Vicky L. Cook
Fork
District

Walter J. Mabe
Shenandoah
District

Dr. Edwin C. Daley
County Administrator

TO: Chase Lentz, Zoning Administrator

FROM: James G. Bonzano, Fire Chief 

DATE: June 15, 2022

SUBJECT: Request for Comments - Homesteaders of America

Homesteaders of America
The Department has reviewed the request from the ~~Warren County Fair Association~~ and offers the following comments:

Item 3) Mobile food preparation vehicles (MFPV) shall be subject to inspection by the Warren County Fire Marshals Office for Fire Code Compliance. Layout for the locations of MFPV shall adhere to code section 319.1.2 Separation. Mobile food preparation vehicles shall be separated from buildings or structures, combustible materials, vehicles, and other cooking operations by a minimum of 10 feet (3 m).

General) WCFR was notified of parking arrangements at the 2021 event. Staff evaluated the arrangement, and it was note to be unorganized but not a safety issue. Would recommend a parking plan be established for this event.

Chase Lenz

From: David Beahm
Sent: Wednesday, June 1, 2022 3:33 PM
To: Chase Lenz
Cc: Matt Wendling; Paula Fristoe
Subject: RE: Request for Comments - Homesteaders of America Festival Permit
Attachments: Homesteaders of America Request for Comments Package_05192022.pdf

Comments – Festival Permit – Homesteaders of America Festival Permit

- 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 applicant has identified that they will have tents that will require permits from the Warren County Building Inspections Office.

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

*****Please Note that Warren County is in the transition of moving to a NEW “.gov” Email Address – both email addresses will work during the transition period, but please update our contact information as soon as possible. Additionally, with the transition already moving forward some of your emails may go to our spam folders and some of ours will go to your spam filters. If you are not receiving information that you have expected from us or not gotten a response to something that you may have sent, please contact our office by phone to notify us so that we can attempt to address quickly.*****

Respectfully,

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

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.

From: Chase Lenz <clenz@warrencountyva.gov>
Sent: Thursday, May 19, 2022 4:57 PM
To: James Bonzano <jbonzano@warrencountyfire.com>; Mark Butler <mbutler@warrencountysheriff.org>; bobby.boyce@vdot.virginia.gov; David Beahm <Dbeahm@warrencountyva.gov>
Cc: Matt Wendling <Mwendling@warrencountyva.gov>
Subject: Request for Comments - Homesteaders of America Festival Permit

Good afternoon,

Please review the attached application and provide any appropriate comments regarding effects on public health and safety. The applicant is requesting to hold a festival from October 6, 2022 through October 9, 2022. If you feel there will

be no adverse effects or no additional conditions should be met, please state this. I have enclosed a copy of the applicant's festival permit application. Your response as soon as possible would be greatly appreciated.

Regards,

Chase Lenz

Zoning Administrator
Warren County Planning Department
220 North Commerce Ave., Suite 400
Front Royal, VA 22630
Phone: (540) 636-3354
Fax: (540) 636-4698
www.warrencountyva.net
[Warren County Zoning Code](#)
[Zoning Setbacks](#)
[Warren County GIS](#)

Chase Lenz

From: Jeff Driskill <jdriskill@warrencountysheriff.org>
Sent: Tuesday, May 31, 2022 7:03 AM
To: Chase Lenz
Cc: Mark Butler
Subject: Re: Request for Comments - Homesteaders of America Festival Permit

Chase, No adverse effects are felt to be created by this event as it relates to our agency and the public. Thank you

From: Mark Butler <mbutler@warrencountysheriff.org>
Sent: Monday, May 23, 2022 11:10 AM
To: Jeff Driskill <jdriskill@warrencountysheriff.org>
Subject: Fw: Request for Comments - Homesteaders of America Festival Permit

Sheriff,
Mark Butler
Warren County Sheriffs Office
540-635-4128

From: Chase Lenz <clenz@warrencountyva.gov>
Sent: Thursday, May 19, 2022 4:57 PM
To: James Bonzano <jbonzano@warrencountyfire.com>; Mark Butler <mbutler@warrencountysheriff.org>; bobby.boyce@vdot.virginia.gov <bobby.boyce@vdot.virginia.gov>; David Beahm <Dbeahm@warrencountyva.gov>
Cc: Matt Wendling <Mwendling@warrencountyva.gov>
Subject: Request for Comments - Homesteaders of America Festival Permit

Good afternoon,

Please review the attached application and provide any appropriate comments regarding effects on public health and safety. The applicant is requesting to hold a festival from October 6, 2022 through October 9, 2022. If you feel there will be no adverse effects or no additional conditions should be met, please state this. I have enclosed a copy of the applicant's festival permit application. Your response as soon as possible would be greatly appreciated.

Regards,

Chase Lenz

Zoning Administrator
Warren County Planning Department
220 North Commerce Ave., Suite 400
Front Royal, VA 22630
Phone: (540) 636-3354
Fax: (540) 636-4698



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE 06/28/2022	ITEM M-8	SUBJECT: Request for Festival Permit Warren County Fair Association <i>Warren County Fair</i>
<u>EXPLANATION & SUMMARY:</u> Attached is the festival permit application from the Warren County Fair Association requesting the Board's approval for the Warren County Fair to be held on July 1, 2022 - August 31, 2022 at the Fairgrounds located at 26 Fairground Road. The Warren County Fair Association is requesting Fair Week be held on July 31, 2022 - August 7, 2022. They are requesting the extended timeframe to allow for campers and equipment staging in the weeks prior to and following Fair Week. The festival will be held from 4:00 PM - 11:00 PM each day and from 2:00 PM - 11:00 PM on Saturday. The maximum number of people expected per day is 1,500 to 2,500. The fair will be featuring Monster Trucks, local bands, Truck & Tractor Pull, Diesel Drags, ATV Races, and two nights of Demolition Derby events. A request for comments has been sent to VDOT, Fire & Rescue, the Sheriff's Department, and the Building Inspections Department. All comments will be provided to the event coordinator and have been attached to this report. <u>PROPOSED OR SUGGESTED MOTION:</u> I move that the Board of Supervisors approve the festival permit request of the Warren County Fair Association for the Warren County Fair to be held from July 1-August 31, 2022 at 26 Fairground Road. OR I move that the Board of Supervisors deny the festival permit request of the Warren County Fair Association for the Warren County Fair to be held from July 1-August 31, 2022 at 26 Fairground Road. (List Reasons)		
SUBMITTED BY: Chase Lenz,  Zoning Administrator	DISPOSITION OF COMMISSION: ☐ APPROVED ☐ OTHER (Describe)	PROCESSED BY:

**APPLICATION FOR PERMIT TO HOLD
MUSICAL OR ENTERTAINMENT FESTIVALS**

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

Applicant Information

Name of Applicant: Warren County Fair Association Robbin Lloyd

Address of Applicant: P.O. Box 1555 540-551-0368

City: Front Royal State: VA Zip Code: 22630

Home Phone #: 540-635-5827 Work Phone #: _____

Email Address: wcfair@comcast.net

Name of Organization/Promoter(s): Warren County Fair

Address of Organization/Promoter(s): P.O. Box 1555

City: Front Royal State: VA Zip Code: 22630

Festival Information

Name of Festival: Warren County Fair (64) years

Festival Location: 26 Fairgrounds Road Front Royal, Va

Name of property owner(s): Warren County Fair Association

Address of property owner(s): 26 Fairgrounds Road Front Royal, VA

Date(s) of Festival: Jul 1 – Aug 31, 2022 (Actual Fair Week Jul 31 – Aug 7) Dates were extended to allow for campers and equipment being staged before and after Fair Week. This was recommended by the WC Planning Team last year due to complaints of campers.

Time(s) of Festival: 4pm – 11pm Sat 2pm – 11pm

Admission Charge (dollars): \$12 Adults, Children 7 – 12, \$5, 6 & under, free

Maximum number of tickets offered per day: Average 11,000 per week

Number of people expected per day: 1,500 – 2,500

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

- (1) **Monster Trucks**
- (2) **Demolition Derby 2 Nights**
- (3) **Truck & Tractor Pull**
- (4) **Diesel Drags**
- (5) **ATV Races**
- (6) **Cooper Alan Concert**
- (7) **KIX Concert**

Additional Instructions

- 1) Attach a copy of the ticket or badge of admission for the festival, containing the date(s) and time(s) of such festival (may be marked as "sample").
- 2) Provide a plan for adequate sanitation facilities and garbage, trash and sewage disposal which complies with all applicable state and local laws and provide evidence of approval by the Warren County Department of Health.
 Utilize D & M Container for trash removal. _____
 Metal & plastic trash cans cleaned daily _____
 Johnny Blue Cleans daily _____
 Will follow any/all state guidelines due to COVID-19 _____
- 3) Provide a plan for providing food, water and lodging which complies with all applicable state and local laws and provide evidence of approval by the Warren County Department of Health.
 Food provided by 10 – 15 vendors. All stands are registered with the Health Department and will be inspected on site by the Warren County Health Dept. prior to opening night. _____
- 4) Provide a plan for adequate medical facilities which complies with all applicable state and local laws and provide evidence of approval by the County Fire Chief and local fire and rescue company.
 North Warren Fire Dept has equipment on site daily _____
- 5) Provide a plan for adequate fire protection which complies with all applicable state and local laws and provide evidence of approval by the County Fire Chief and local fire and rescue company.
 North Warren Fire Dept has equipment on site daily _____
 Have inspected Fire Extinguishers on every building _____
- 6) Provide a plan for adequate parking and traffic control in and around the festival area.
 We contract parking and volunteers to provide guidance _____.
 Sheriffs Dept & State Police are notified _____
- 7) Provide a plan for any outdoor lighting that will be used at the festival. In addition, please describe what steps will be taken or devices used to shield nearby properties from unreasonable glow or glare.
 Fairgrounds has numerous light poles around the grounds. Lights are set to not glare into any nearby homes or businesses. _____
- 8) State whether alcoholic beverages will be served. If yes, please provide details on how it will be controlled (Note: Evidence of any applicable VA ABC permit must also be provided and posted at the festival as required).
 One person will check ID's and sell tickets. Beer sales will be each night. Barricades will be installed around the beer purchase and consumption area. No one is allowed outside of the boundaries. _____
- 9) State whether any temporary structures will be used (i.e. tents, etc.). If yes, please provide details on the type and size of the temporary structure (Note: Any temporary structure over 900 sq. ft. will require a permit from Warren County Building Inspections, as well as evidence that that the temporary structure is composed of properly fire treated material).
 Have 2 tents, but not over 900 square feet _____
 May rent a larger tent, TBD later this summer _____
- 10) State whether any type of amusement device will be used. If yes, please provide details on such device(s) (Note: Warren County Building Inspections must be contacted by the applicant to determine whether or not a building permit will be required).
 Snyder's Amusements _____

Chase Lenz

From: Arthur Boyce <bobby.boyce@vdot.virginia.gov>
Sent: Tuesday, June 14, 2022 3:23 PM
To: Chase Lenz
Cc: Rhonda Funkhouser
Subject: Warren- Rte.661- 2022 Warren County Fair

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Staunton/Edinburg Land Development
14031 Old Valley Pike
Edinburg, VA 22824

Dear Mr. Lenz:

We have reviewed the above subject Warren County Fair event application for July 1 – August 31, 2022 with the Fair Event being July 31- August 7. We have no overall objections to the proposed event but offer the following comments and recommendations:

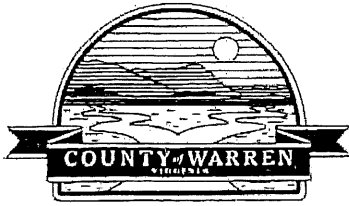
- Patrons of the fairgrounds should always be parked first then pay. Taking up money from vehicles at the gate may cause a safety issue with stacking onto Route 661 and US 340/522.
- If traffic safety issues begin to be a problem in the future, VDOT may require the fairgrounds to install turn lanes and/or close or upgrade entrances at their expense. Our primary safety concern is the western entrance closest to US Route 340/522. This entrance doesn't meet the minimum required spacing distance from a traffic signal and may create traffic backups resulting in collisions.
- Any necessary flagging on the State's roadways should be performed by uniformed law enforcement officers.

We appreciate the opportunity to provide comments on this event. If you have any questions, please do not hesitate to give me a call.

Sincerely,

Bobby Boyce

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



COUNTY OF WARREN

Department of Fire and Rescue Services

200 Skyline Vista Drive, Suite 200

Front Royal, Virginia 22630

Phone: (540) 636-3830

FAX: (540) 636-9986

Email: jbonzano@warrencountyfire.com

James G. Bonzano, II
Fire Chief

Memorandum

BOARD OF SUPERVISORS

CHAIR

Cheryl L. Cullers
South River
District

VICE CHAIR

Delores R. Oates
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Jerome K. Butler
Happy Creek
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Vicky L. Cook
Fork
District

Walter J. Mabe
Shenandoah
District

Dr. Edwin C. Daley
County Administrator

TO: Chase Lentz, Zoning Administrator

FROM: James G. Bonzano, Fire Chief

DATE: June 15, 2022

SUBJECT: Request for Comments – ~~Ruibal Day Home~~ Warren County Fair

The Department has reviewed the request from the Warren County Fair Association and offers the following comments:

Item 3) Mobile food preparation vehicles (MFPV) shall be subject to inspection by the Warren County Fire Marshals Office for compliance of the Virginia Statewide Fire Prevention Code (SFPC). Layout for vendor spacing for MFPVs shall adhere to Section 319.1.2 of the SFPC. 319.1.2 Separation. Mobile food preparation vehicles shall be separated from buildings or structures, combustible materials, vehicles, and other cooking operations by a minimum of 10 feet (3 m).

Item 5) Fire and EMS Staffing needs shall be coordinated through Warren County Fire Administration, Captain Gerry Maiatico at 540-636-3830.

Chase Lenz

From: David Beahm
Sent: Wednesday, June 1, 2022 3:36 PM
To: Chase Lenz
Cc: Matt Wendling; Paula Fristoe
Subject: RE: Request for Comments - Warren County Fair Festival Permit
Attachments: Warren County Fair Request for Comments Package_05192022.pdf

Comments – Fair Permit – Warren County Fair:

- 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 applicant has identified that the tents they intend to use are less than 900 square feet in size and these would not require a permit.
 - The applicant has identified that Snyder's Amusements will be responsible for obtaining the required permits and inspections prior to operating the rides the public.

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

*****Please Note that Warren County is in the transition of moving to a NEW “.gov” Email Address – both email addresses will work during the transition period, but please update our contact information as soon as possible. Additionally, with the transition already moving forward some of your emails may go to our spam folders and some of ours will go to your spam filters. If you are not receiving information that you have expected from us or not gotten a response to something that you may have sent, please contact our office by phone to notify us so that we can attempt to address quickly.*****

Respectfully,

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

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.

From: Chase Lenz <clenz@warrencountyva.gov>
Sent: Thursday, May 19, 2022 5:01 PM
To: James Bonzano <Jbonzano@warrencountyfire.com>; Mark Butler <mbutler@warrencountysheriff.org>; bobby.boyce@vdot.virginia.gov; David Beahm <Dbeahm@warrencountyva.gov>
Cc: Matt Wendling <Mwendling@warrencountyva.gov>
Subject: Request for Comments - Warren County Fair Festival Permit

Good afternoon,

Please review the attached application and provide any appropriate comments regarding effects on public health and safety. The applicant is requesting to hold a fair from July 1, 2022 through August 31, 2022. If you feel there will be no adverse effects or no additional conditions should be met, please state this. I have enclosed a copy of the applicant's festival permit application. Your response as soon as possible would be greatly appreciated.

Regards,

Chase Lenz

Zoning Administrator
Warren County Planning Department
220 North Commerce Ave., Suite 400
Front Royal, VA 22630
Phone: (540) 636-3354
Fax: (540) 636-4698
www.warrencountyva.net
[Warren County Zoning Code](#)
[Zoning Setbacks](#)
[Warren County GIS](#)

Chase Lenz

From: Jeff Driskill <jdriskill@warrencountysheriff.org>
Sent: Tuesday, May 31, 2022 7:06 AM
To: Chase Lenz
Cc: Mark Butler
Subject: Re: Request for Comments - Warren County Fair Festival Permit

Chase, No adverse effects are anticipated with this event. Private security or hired back deputies manage inside issues. If requested, we probably could not augment security without overtime due to staffing levels. Thank you

From: Mark Butler <mbutler@warrencountysheriff.org>
Sent: Monday, May 23, 2022 11:10 AM
To: Jeff Driskill <jdriskill@warrencountysheriff.org>
Subject: Fw: Request for Comments - Warren County Fair Festival Permit

Sheriff,
Mark Butler
Warren County Sheriffs Office
540-635-4128

From: Chase Lenz <clenz@warrencountyva.gov>
Sent: Thursday, May 19, 2022 5:00 PM
To: James Bonzano <jbonzano@warrencountyfire.com>; Mark Butler <mbutler@warrencountysheriff.org>; bobby.boyce@vdot.virginia.gov <bobby.boyce@vdot.virginia.gov>; David Beahm <Dbeahm@warrencountyva.gov>
Cc: Matt Wendling <Mwendling@warrencountyva.gov>
Subject: Request for Comments - Warren County Fair Festival Permit

Good afternoon,

Please review the attached application and provide any appropriate comments regarding effects on public health and safety. The applicant is requesting to hold a fair from July 1, 2022 through August 31, 2022. If you feel there will be no adverse effects or no additional conditions should be met, please state this. I have enclosed a copy of the applicant's festival permit application. Your response as soon as possible would be greatly appreciated.

Regards,

Chase Lenz

Zoning Administrator
Warren County Planning Department
220 North Commerce Ave., Suite 400
Front Royal, VA 22630
Phone: (540) 636-3354
Fax: (540) 636-4698



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 28, 2022	M-9	Request to Approve the First Amendment to Lease Agreements to permit a portion of the Library Campus to be used for the construction and operation of an open-air amphitheater.	

EXPLANATION & SUMMARY:

In 2021, the Board of Trustees of Samuels Public Library proposed the construction of an amphitheater on a portion of the property on Criser Road, which serves as the Samuels Public Library campus (hereinafter referred to as "Library Campus"), that is owned by the Warren County School Board and leased to the County of Warren and in turn leased to the Board of Trustees of Samuels Public Library. On November 18, 2021, the Board of Supervisors authorized the utilization of Sands Anderson to prepare agreements between the County of Warren, the Warren County School Board, and the Board of Trustees of Samuels Public Library regarding the development and maintenance of an amphitheater on the Library Campus.

However, the Ground Lease Agreement between the School Board of Warren County and the County of Warren as well as the Lease Agreement between the County of Warren and the Board of Trustees of Samuels Public Library (collectively referred to as the "Agreements"), do not permit the Library Campus to be used for anything except a library. The proposed First Amendment to Lease Agreements amends the Agreements to allow for a portion of the Library Campus to be used for the construction and operation of an open-air amphitheater as well as a library.

The proposed First Amendment to Lease Agreements is attached hereto for review.

COST & FINANCING:

Funding for the amphitheater is coming from non-County sources. Additional funding is not anticipated at this time. The County will provide in-kind services, such as lawn mowing, as needed.

PROPOSED OR SUGGESTED MOTIONS:

I move the Board of Supervisors approve the First Amendment of Lease Agreement between Warren County, the Warren County School Board, and the Samuels Public Library for the development and maintenance of an amphitheater adjacent to the library. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin Jordan Sr. Asst. Co. Attorney		

FIRST AMENDMENT OF LEASE AGREEMENTS

This First Amendment of Lease Agreement (this “**Agreement**”) is entered into as of the ____ day of _____, 2022 by and among the **SCHOOL BOARD OF WARREN COUNTY, VIRGINIA**, a body politic of the Commonwealth of Virginia (the “**School Board**”), the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “**County**”), and the **BOARD OF TRUSTEES OF SAMUELS PUBLIC LIBRARY** (the “**Board of Trustees**”). The School Board, County, and Board of Trustees (individually, each a “**Party**,” and collectively, the “**Parties**”) have entered into this First Amendment of Lease Agreements, which recites and provides as follows.

RECITALS

1. The School Board and the County are parties to that certain Ground Lease Agreement dated January 15, 2008 (the “**Ground Lease**”), wherein School Board agreed to lease to the County and the County agreed to lease from the School Board certain real estate consisting of approximately 3.702 acres identified by Tax Map Number 20A18-5-6 located on the north side of Criser Road in the Town of Front Royal, Virginia, all as more particularly described in the Ground Lease (the “**Property**”).
2. The County and the Board of Trustees are parties to that certain Lease Agreement dated January 22, 2008 (the “**Lease**”) wherein the County agreed to lease the Property to the Board of Trustees for use as a public library, all as more particularly described in therein.
3. Both the Ground Lease and the Lease restrict the use of the Property to that of a public library unless the School Board and the County both consent to other uses of the Property.
4. The Board of Trustees now desires to use a portion of the Property for the construction and operation of an open-air amphitheater, and the School Board and the County desire to consent to such use.
5. Accordingly, the Parties desire to amend the Ground Lease and the Lease to permit such use on a portion of the Property in addition to its use as a public library.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the foregoing recitals, the mutual benefits to the Parties from entering into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows.

1. The Ground Lease and the Lease are hereby amended to permit the use of a portion of the Property for the construction and operation of an amphitheater by the Board of Trustees.
2. Paragraph numbered 6 of the Ground Lease shall be amended to insert the words “and a portion of the Premises as an amphitheater” immediately after the words “public library.”

3. Paragraph numbered 6 of the Lease is hereby amended to insert the words “and a portion of the Premises as an amphitheater” immediately following the words “public library” in the first sentence thereof.

4. The defined terms of the Ground Lease and the Lease shall have the same meaning in this Agreement as in those agreements. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be construed as if prepared by one of the Parties, but according to its fair meaning as a whole, as if all Parties had prepared it. This Agreement is made and intended to be performed in the Commonwealth of Virginia and shall be interpreted according to the laws of that state. Jurisdiction and venue for any legal action involving this Agreement shall lie in the Circuit Court of Warren County and all legal proceedings involving it shall be brought only in such Court.

5. Except as amended in this Agreement, the Ground Lease and the Lease are unchanged and hereby are ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**SCHOOL BOARD OF WARREN
COUNTY, VIRGINIA**

By: _____ (SEAL)
Title:

COUNTY OF WARREN, VIRGINIA

By: _____ (SEAL)
Title:

**BOARD OF TRUSTEES OF SAMUELS
PUBLIC LIBRARY**

By: _____ (SEAL)
Title:

Approved as to form:

Senior Assistant County Attorney

School Board Attorney

Lease Agreement between Warren County School Board and the County of Warren

12-10-07

This **GROUND LEASE AGREEMENT** made this 15th day of January, 2008, by and between the **SCHOOL BOARD OF WARREN COUNTY, VIRGINIA**, a body politic, hereinafter referred to as Landlord (to be indexed as **GRANTOR**), and the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as Tenant (to be indexed as **GRANTEE**).

WHEREAS, Landlord is the sole owner of certain property (the "Premises") located at Tax Map Parcel 20A18-5-6 on the north side of Criser Road, in the Town of Front Royal, County of Warren, Virginia, which Premises consists of a 3.702-acre parcel of land on which there is to be constructed by others a 1-story building consisting of approximately 26,000 square feet, said Premises being known and identified as "Library Lease Lot 3.702 acres" on that certain plat entitled "Plat Showing Library Lease Lot 3.702 Acres on a Portion of the Land of Warren County School Board, Tax Parcel 20A18-5-6, Deed Book 152, Page 48, Town of Front Royal, Warren County, Virginia" dated 08/08/2007, made by Marsh & Legge Land Surveyors, P.L.C., a copy of which is attached hereto as Exhibit "A", which is made a part hereof by reference; and

WHEREAS, Tenant desire to lease the Premises for use as a public library with appropriate and appurtenant campus and parking spaces to be enjoyed by members of the public. It is understood and agreed that the public library building will be owned by the County of Warren and will be leased to Samuels Library, Incorporated, by separate lease agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein the parties agree for the term of this lease or any renewal or extension thereof, as follows:

1. **Term.** Tenant agrees to lease the Premises for a period of thirty (30) years (the "Term") commencing on January 1, 2008. At the end of the Term or any extension or renewal thereof the lease shall be automatically renewed for additional ten (10) year periods under the same terms and conditions, unless twelve (12) months prior to the end of such Term or any extension or renewal thereof either of the parties delivers to the other party written notice of its intention not to renew this lease.

2. **Construction and Renovations in General.** The Tenant will cause to be completed such work, renovations, and improvements to the property, and generally during such time periods as set forth in the attached conceptual plan titled "Samuels Library, Front Royal, Virginia", which plan is attached hereto as Exhibit "B", and made a part hereof by reference.

3. **Interior Renovations.** The Tenant shall be responsible for making such work, renovations and improvements to the Premises (land and any structures) necessary and appropriate for Tenant's use of the Premises as a public library with appropriate building, campus and parking spaces (the "Facilities") and such renovations and improvements shall be consistent with the purposes for which the Premises and Facilities are to be used by Tenant or its sublessee, and to promote and preserve the character and quality of the Premises and Facilities. All such renovations and improvements shall be done in a good and workmanlike manner, and shall be done in compliance with all applicable building codes and other applicable laws and regulations.

4. **Exterior Renovations.** The Tenant shall make such work, renovations, and improvements to the exterior of the Premises and the Facilities as Tenant may deem appropriate, it being the intent of the Tenant to make any such renovations and

12-10-07

improvements consistent with the purposes for which the Premises and Facilities are to be used by Tenant, and to preserve the character and quality of the Premises and Facilities. All such renovations and improvements shall be done in a good and workmanlike manner with the plans (and choice of contractor) approved in advance in writing by Landlord, which approval shall not unreasonably be withheld, and shall be done in compliance with all applicable building codes and all other applicable laws and regulations.

Maintenance and ongoing repairs to the Premises and Facilities shall be the responsibility of the Tenant.

The Tenant shall install and keep in good repair and operating condition heating, air conditioning, sprinkler, and alarm systems suitable for Tenant's use of the Premises as aforesaid.

5. ~~Rent~~ In addition to the consideration of the benefits accruing to the public by reason of the use of the Premises and Facilities as a public library, Tenant shall be required to pay rental to Landlord in the sum of ONE DOLLAR (\$1.00) per year, payable on or before January 1, annually, beginning January 1, 2008.

6. Use of Premises. The parties expressly agree that this lease is executed in order that Tenant may use the Premises and Facilities as a public library, and that the Premises and Facilities shall not be put to any other use without the prior written consent of the Landlord.

7. Services. Tenant agrees to pay or provide for the following:

a. Water, sanitary sewer, heat, electricity, gas, all communications services, refuse collection, and any and all other utility services to the Premises and Facilities.

12-10-07

b. Custodial and/or janitorial services for the Premises and Facilities.

8. Assignment and Sublease. This lease may not be assigned or transferred, and the Premises and Facilities may not be assigned or transferred or sublet, in whole or in part, by Tenant without Landlord's prior written consent; provided, however, that Tenant has the consent of the Landlord to sublease the Premises and Facilities to the Board of Trustees of Samuels Library, Incorporated upon substantially the same terms and conditions as this Ground Lease.

9. Repairs and Maintenance. All repairs and maintenance, except as expressly stated herein, shall be the responsibility of the Tenant. Tenant agrees to maintain the Premises and Facilities in a hazard-free, lawful manner. Tenant shall provide appropriate lawn mowing, library campus maintenance, and landscaping for the Premises. County staff shall be responsible for removal of snow and ice from parking areas and sidewalks.

10. Right of Entry to Inspect. Landlord reserves the right for itself, its agents, and employees to enter upon the Premises and Facilities at reasonable times upon the giving of advance reasonable notice to make inspections. Additionally, keys to the Facilities shall be distributed to the County maintenance staff, the School Administration's maintenance staff, the Sheriff's Office, and rescue services.

11. Insurance and Liability. Tenant shall be responsible for insuring its personal property and shall be responsible for liability to persons or property within the Premises and Facilities, and shall hold the Landlord harmless from responsibility therefor. Landlord shall be responsible for insuring the real property.

12-10-07

Each party shall maintain for its own and the other parties' protection, and at its own expense, a comprehensive public liability insurance policy to the extent of at least \$1-million coverage for bodily injury and at least \$100,000.00 coverage for property damage, which policy shall name the other parties as a named insured, and a copy of which shall be continuously furnished to the other party, including evidence of payment of annual premiums therefor. Tenant County of Warren's responsibility for maintaining a comprehensive public liability insurance policy shall be satisfied by the maintenance of such a policy by Samuels Public Library, Incorporated, which names the School Board of Warren County, Virginia, as an additional insured.

12. Damage or Destruction. In any case of casualty resulting in damage or destruction of the improvements or any portion thereof, Tenant shall promptly give written notice thereof to the Landlord. Tenant shall at its cost and expense, to the extent that insurance proceeds are sufficient therefor and properly appropriated by the Tenant, restore, repair, replace, or rebuild the improvements in a good and workmanlike manner with the plans (and choice of contractor) approved in advance in writing by Landlord as nearly as possible to their valued condition and character immediately prior to such damage or destruction; provided, the Tenant shall be entitled, in its sole discretion, to construct Tenant's improvements entirely different from the damaged improvements, taking into account the current building codes and then existing needs of the Tenant. The Tenant shall promptly commence and prosecute diligently such construction, restoration and repair, replacement, rebuilding or alteration upon appropriation of funds therefor.

All insurance proceeds received as a result of any damage or destruction to the Tenant's improvements shall be immediately appropriated directly to the Tenant by the Landlord and the Tenant shall use such proceeds to construct or reconstruct the Tenant's improvements as are approved by Landlord.

13. **Additional Covenants by Tenant.** Tenant covenants and agrees to keep the Premises and Facilities clean and safe; to use all electrical, plumbing, heating, ventilating, air conditioning and all other mechanical and electrical facilities and appliances in a reasonable manner; to conduct itself, its employees, agents, invitees and visitors in a manner that will not unreasonably disturb Tenant's neighbors or Landlord, its employees, agents, invitees, visitors and customers in the quiet enjoyment of their premises; to take care not to intentionally or negligently destroy, damage, or remove any part of the Premises or Facilities, and not to permit any person to do so; and to use the Premises and Facilities in a lawful manner.

14. **Breach of Lease.** If Tenant commits a material breach of this lease, or if Tenant denies Landlord exercise of any rights under this lease or arising by law, or if the Premises and Facilities are used by Tenant or Tenant's employees, agents, visitors, or invitees for an illegal purpose, Landlord will have the right to terminate this lease, specifically enforce this lease and each of its terms; or if the Premises or Facilities are abandoned, enter and take possession by any lawful means. In addition, Landlord will have the right to pursue all other remedies available, including a claim for damages. Provided, however, that prior to specific performance of the lease (except for violations of the law or breaches of the lease materially affecting the safety and health) Landlord will serve Tenant with a written notice stating the acts and omissions which are a

12-10-07

violation of the lease and stating that the lease will be specifically enforced upon a date not less than thirty (30) days after the Tenant receives the notice unless the acts or omissions so noticed are remedied within twenty-one (21) days.

15. Signs. Tenant may display such exterior signs in a manner consistent with all applicable laws and regulations within the Town of Front Royal.

16. Modification. This lease may be modified only by a writing signed by all parties, or by a change in Landlord's rules and regulations, provided that reasonable notice of such change is given to Tenant and provided that such changes do not substantially modify Tenant's arrangements under this lease with Landlord.

17. Contingencies. Tenant agrees to make all improvements and restorations, in a manner which promotes and preserves the quality of the Premises and Facilities, within eighteen (18) months from the date of this lease; or such extended time as is necessary for completion of construction.

The parties, having read and understood the provisions of this lease, agree for themselves, their successors and assigns to be bound thereby.

[SIGNATURE PAGES TO FOLLOW]

12-10-07

January 15, 2008
DATE

**SCHOOL BOARD OF WARREN
COUNTY, VIRGINIA**

By: [Signature]
Chairman, School Board

Attest:

[Signature]
Clerk

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

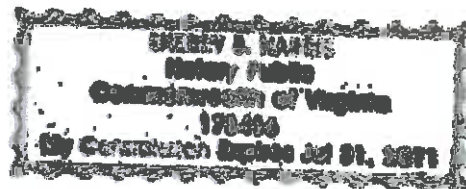
I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, at large, do hereby certify that *James Wells*, Chairman, and *Robert H. Ballentine*, Clerk, whose names are signed to the foregoing Ground Lease Agreement, dated the 15th day of January, 2008 has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 15th day of January, 2008.

My commission expires: July 31, 2011.

My certificate number: 173496.

[Signature]
Notary Public



12-10-07

1-22-08
DATE

COUNTY OF WARREN, VIRGINIA

By: Archie A. Fox
Archie A. Fox, Chairman
Board of Supervisors

Attest:

Douglas P. Stanley
Douglas P. Stanley, Clerk
Board of Supervisors

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, at large, do hereby certify that *Archie A. Fox*, Chairman, and *Douglas P. Stanley*, Clerk, whose names are signed to the foregoing Ground Lease Agreement, dated the 15th day of January, 2008, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 22nd day of January, 2008.

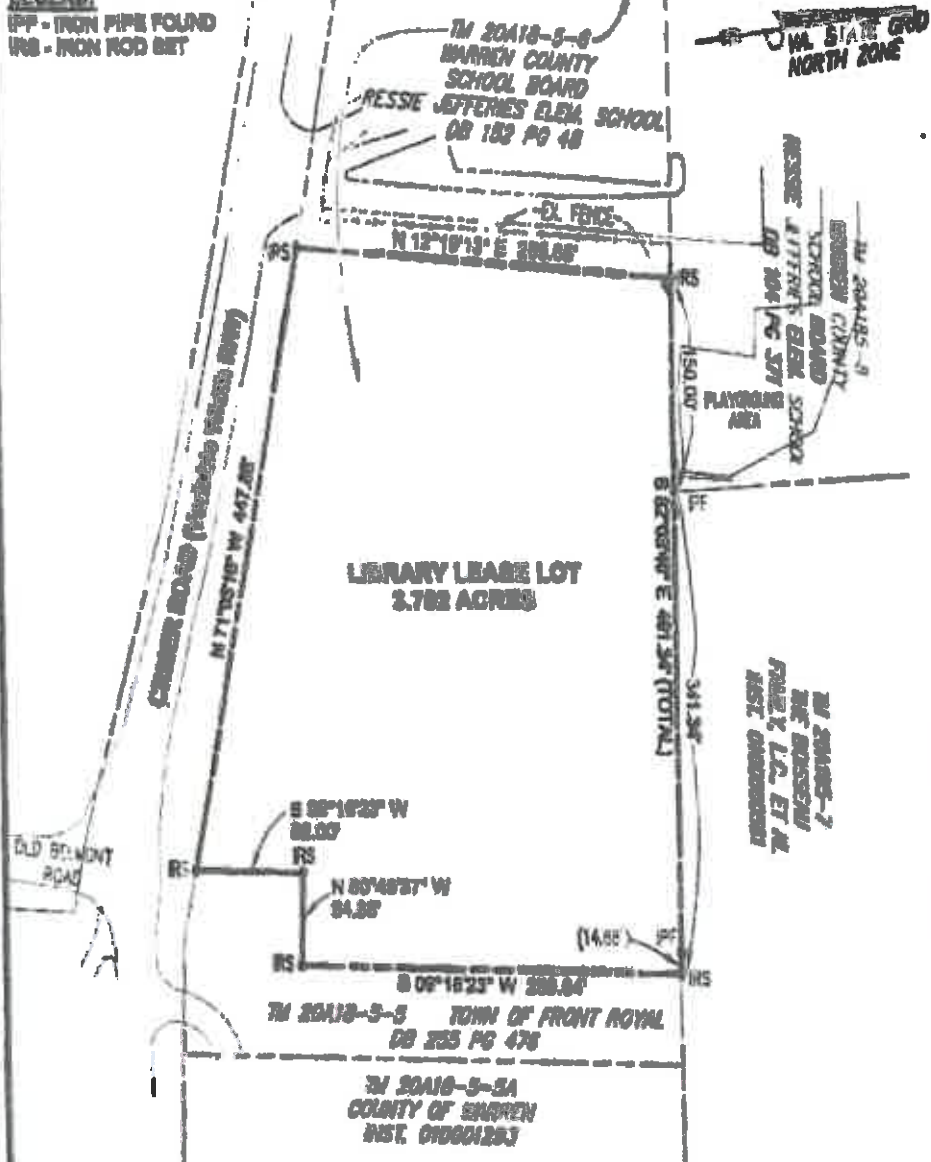
My commission expires: 7-31-2011.

My certificate number: 7109443.

Paula J. Blomer
Notary Public

LEGEND:

IPP - IRON PIPE FOUND
IRS - IRON ROD SET



NOTES:

1. THE ADJACENT EASTERLY PROPERTY LINE IS BASED ON A PLAT OF BOUNDARY LINE ADJUSTMENT BY GREENWAY ENGINEERING, INC. D DATED JULY 11, 2007.
2. HORIZONTAL ORIENTATION IS BASED ON VA HAD 83 STATE GRID NORTH ZONE ESTABLISHED USING GPS METHODS.

100 200
SCALE: 1" = 100'

PLAT SHOWING
LIBRARY LEASE LOT
3.702 ACRES
ON A PORTION OF THE LAND OF
WARREN COUNTY SCHOOL BOARD
TAX PARCEL 20A18-5-6
DEED BOOK 182 PAGE 48
TOWN OF FRONT ROYAL WARREN COUNTY, VIRGINIA

DATE 08/01/2007

SCALE: 1"=100'

SHEET 1 OF 1



Marsh & Legge Land Surveyors, P.L.C.

580 NORTH JORDON STREET - WINCHESTER, VIRGINIA 22601

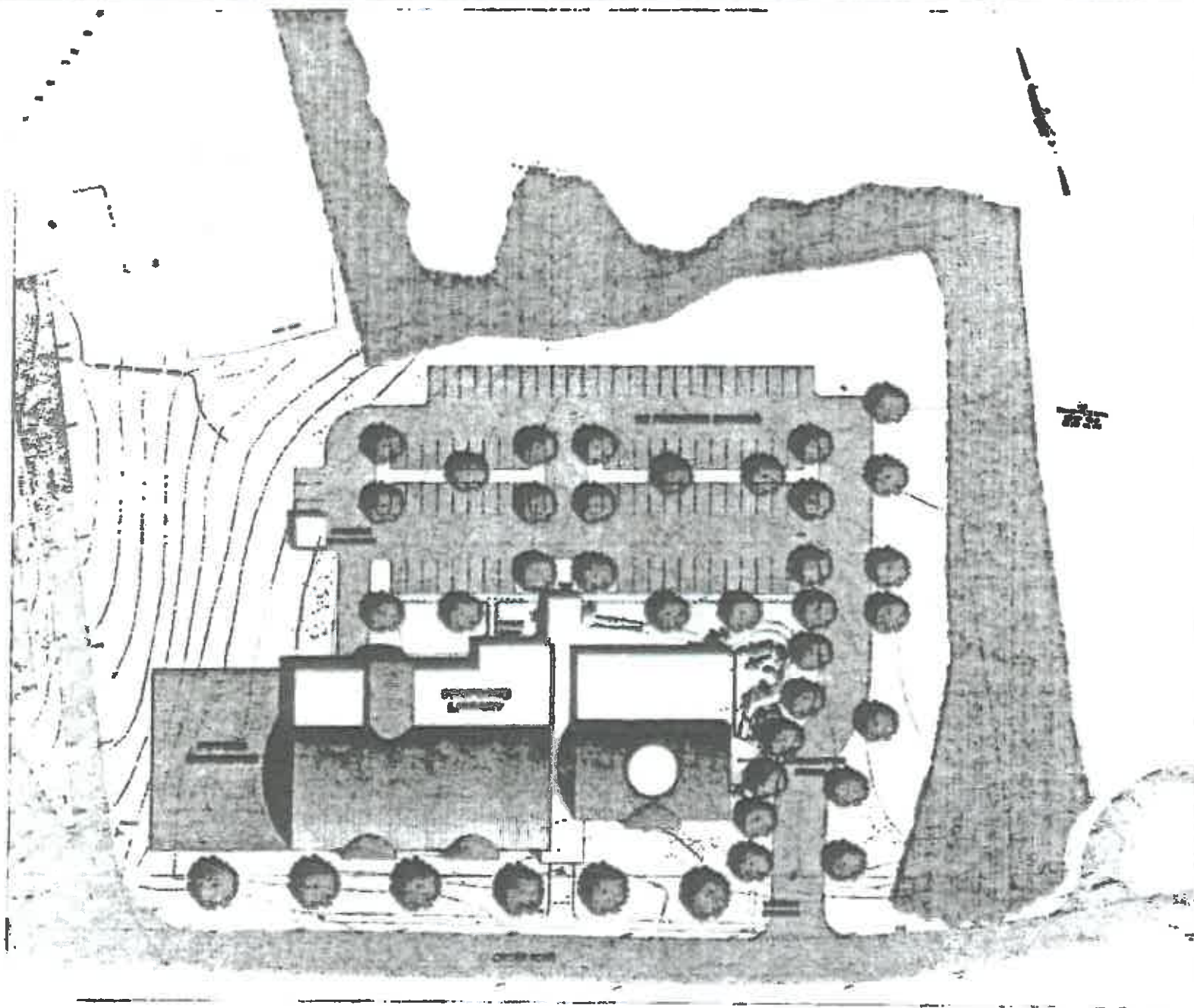
PHONE (540) 697-5400 FAX (540) 697-5401 E-MAIL: info@marsh-legge.com



DRAWN BY: CAJ

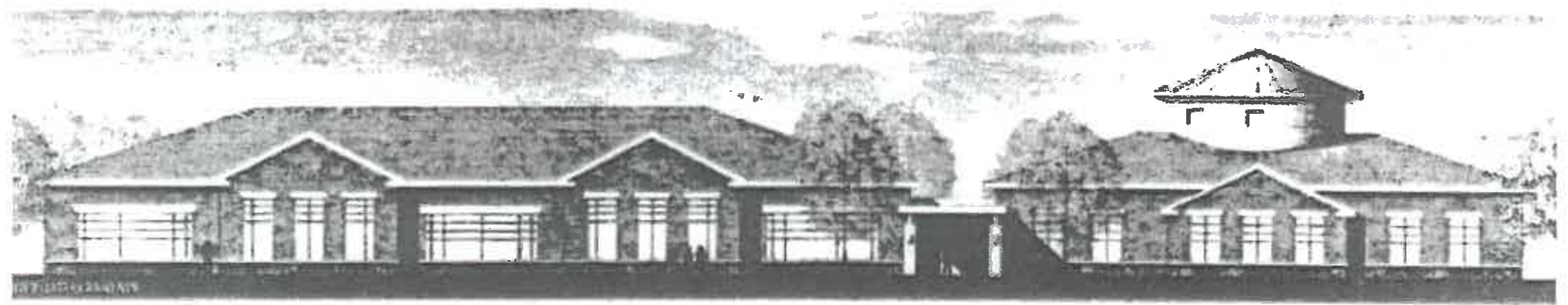
DWG NAME: 158-57-1-0000

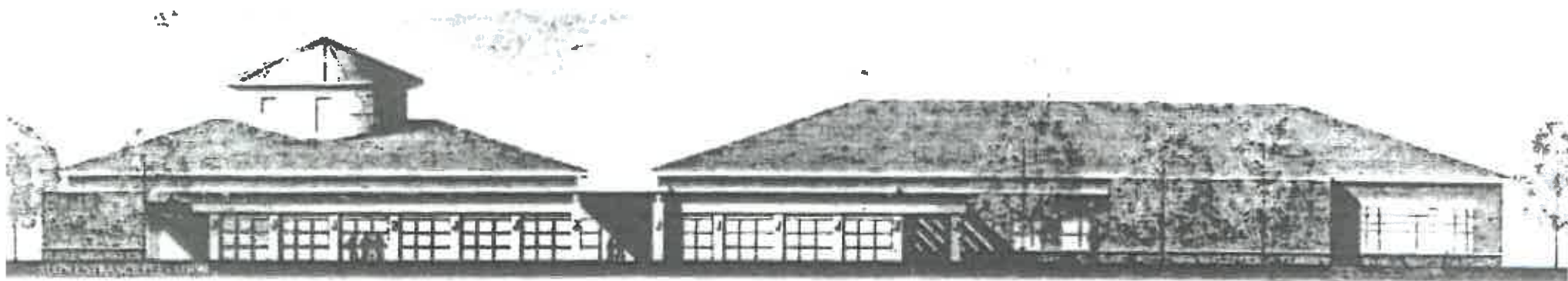
Exhibit
"A"

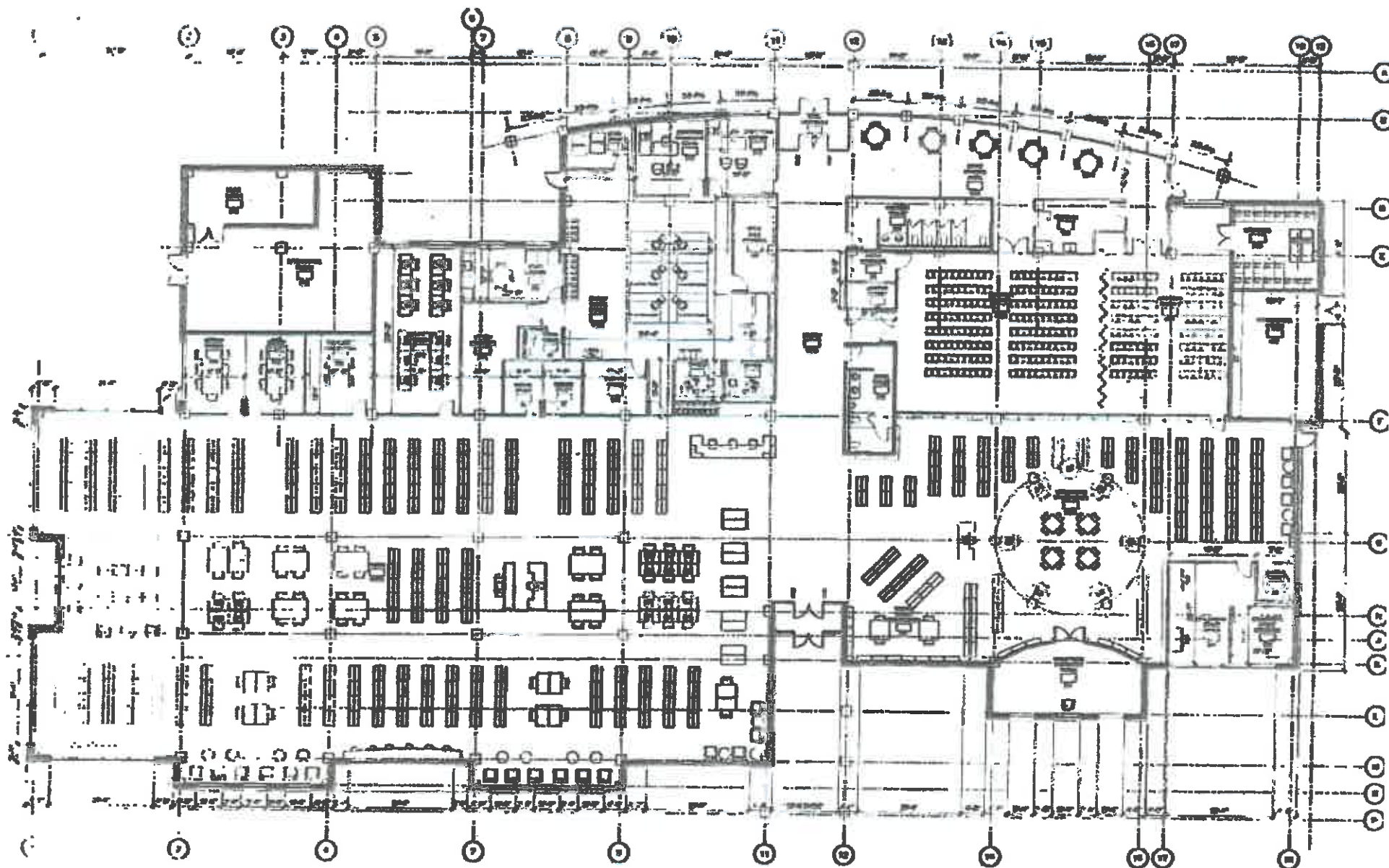


Samuels Library
Front Royal, Virginia

Site Plan







SCALE N.T.S.

**Lease Agreement between County of
Warren and Board of Trustees of Samuels
Public Library**

12-10-07

This **LEASE AGREEMENT** made this 22nd day of January, 2008, by and between the **COUNTY OF WARREN, VIRGINIA**, hereinafter referred to as Landlord (to be indexed as **GRANTOR**), and the **BOARD OF TRUSTEES OF SAMUELS PUBLIC LIBRARY**, hereinafter referred to as Tenant (to be indexed as **GRANTEE**).

WHEREAS, Landlord is a Tenant in interest of certain property (the "Premises") located at Tax Map 20A18-5-6 on the north side of Criser Road, in the Town of Front Royal, County of Warren, Virginia, which Premises consists of a 3.702-acre parcel of land on which there is to be constructed by Tenant a 1-story building consisting of approximately 26,000 square feet, said Premises being known and identified as "Library Lease Lot 3.702 acres" on that certain plat titled "Plat Showing Library Lease Lot 3.702 Acres on a Portion of the Land of Warren County School Board Tax Parcel 20A18-5-6, Deed Book 152, Page 48, Town of Front Royal, Warren County, Virginia", prepared by Marsh & Legge Land Surveyors, P.L.C. dated 08/08/07. The Premises are those identified on the attached plat, Exhibit "A", which is made a part hereof by reference; and

WHEREAS, Tenant desires to lease the Premises for use as a public library to be enjoyed by members of the public.

NOW, THEREFORE, in consideration of mutual covenants contained herein the parties agree for the term of this lease or any renewal or extension thereof, as follows:

1. **Term.** Tenant agrees to lease the Premises for a period of thirty (30) years (the "Term") commencing on January 1, 2008. At the end of the Term or any extension or renewal thereof the lease shall be automatically renewed for additional ten (10) year periods under the same terms and conditions, unless twelve (12) months prior to

the end of such Term or any extension or renewal thereof, either of the parties delivers to the other party written notice of its intention not to renew this lease.

2. Construction and Renovations in General. The Tenant will cause to be completed such work, renovations, and improvements to the property, and generally during such time periods as set forth in the attached site plan titled "Samuels Library, Front Royal, Virginia", which plan is attached hereto as Exhibit "B", and made a part hereof by reference; provided, however, that Tenant's obligation to complete construction is dependent on and subject to timely appropriations of adequate funding for that purpose from the Landlord.

3. Interior Renovations. The Tenant shall be responsible for making such work, renovations and improvements as necessary and appropriate for Tenant's use of the Premises as a public library, and such renovations and improvements shall be consistent with the purposes for which the building is to be used by Tenant, and to promote and preserve the character and quality of the Premises. All such renovations and improvements shall be done in a good and workmanlike manner with the plans (and choice of contractor), approved in writing in advance by Landlord, which approval shall not be unreasonably withheld, and shall be done in compliance with all applicable building codes and other applicable laws and regulations. All renovations and improvements which are fixtures, including sinks, coolers, bathroom appliances, non-portable shelving units, counters and the like which are installed by the Tenant shall become and remain part of the Premises and become and remain the property of the Landlord, and may not be removed by Tenant without the written approval of Landlord. Movable and removable items of personal property are not to be considered as fixtures.

4. **Exterior Renovations.** The Tenant shall make such work, renovations, and improvements to the exterior façade of the Premises as the Landlord may deem appropriate, it being the intent of the Tenant to make any such renovations and improvements consistent with the purposes for which the building is to be used by Tenant, and to preserve the character and quality of the Premises. All such renovations and improvements shall be done in a good and workmanlike manner with the plans (and choice of contractor), approved in advance in writing by Landlord, which approval shall not unreasonably be withheld, and shall be done in compliance with all applicable building codes and all other applicable laws and regulations.

Maintenance and ongoing repairs to the façade and roof of the Premises shall be the responsibility of the Tenant.

The Tenant shall install and keep in good repair and operating condition heating, air conditioning, sprinkler, and alarm systems suitable for Tenant's use of the Premises as aforesaid.

5. **Rent.** In addition to the consideration of the benefits accruing to the public by reason of the use of the Premises as a public library, Tenant shall be required to pay rental to the Landlord in the sum of ONE DOLLAR (\$1.00) per year, payable on or before January 1, annually, beginning January 1, 2008.

6. **Use of Premises.** The parties expressly agree that this lease is executed in order that Tenant may use the Premises as a public library, and that the Premises shall not be put to any other use without the prior written consent of the Landlord. At such time that the Library vacates the current facility at Villa Avenue and 6th Street, prior to the expiration of this lease, the County or its designee shall have the right to use the current

12-10-07

Library facility for a period of up to twenty (20) years for any government related use that the County deems appropriate, at no cost or rent charged to the County.

7. Services. Tenant agrees to pay or provide for the following:

- a. Water, sanitary sewer, heat, electricity, gas, all communications services, refuse collection, and any and all other utility services to the Premises.
- b. Custodial and/or janitorial services for the Premises.

8. Assignment and Sublease. This lease may not be assigned or transferred, and the Premises may not be assigned or transferred or sublet, in whole or in part, by Tenant without Landlord's prior written consent.

9. Repairs and Maintenance. All repairs and maintenance, except as expressly stated herein, shall be the responsibility of the Tenant. Tenant agrees to maintain the Premises and Facilities in a hazard-free, lawful manner. Tenant shall provide appropriate lawn mowing and library campus maintenance, and landscaping for the Premises. County staff shall be responsible for removal of snow and ice from parking areas and sidewalks.

10. Right of Entry to Inspect. Landlord reserves the right for itself, its agents, and employees to enter upon the Premises and Facilities at reasonable times upon the giving of advance reasonable notice to make inspections. Additionally, keys to the Facilities shall be distributed to the County maintenance staff, the School Administration's maintenance staff, the Sheriff's Office, and rescue services.

11. Insurance and Liability. Tenant shall be responsible for insuring its personal property and shall be responsible for liability to persons or property within the

12-10-07

Premises, and shall hold the Landlord harmless from responsibility therefor. Landlord shall be responsible for insuring the real property. Each party shall maintain for its own and the other party's protection, and at its own expense, a comprehensive public liability insurance policy to the extent of at least \$1-million coverage for bodily injury and at least \$100,000.00 coverage for property damage, which policy shall name the other party as a named insured and a copy of which shall be continuously furnished to the other party including evidence of payment of annual premiums therefor. Landlord's responsibility for maintaining a comprehensive public liability insurance policy shall be satisfied by the maintenance of such a policy by the School Board of Warren County, Virginia, which names Samuels Public Library, Incorporated, an additional insured.

12. ***Damage or Destruction.*** In any case of casualty resulting in damage or destruction of the improvements or any portion thereof, Tenant shall promptly give written notice thereof to the Landlord. Tenant shall at its cost and expense, to the extent that insurance proceeds are sufficient therefore and properly appropriated by the Landlord, restore, repair, replace, or rebuild in a good and workmanlike manner the plans (and choice of contractors) approved in advance in writing by the Landlord the improvements as nearly as possible to their valued condition and character immediately prior to such damage or destruction; provided, the Tenant shall be entitled to, in its sole discretion, construct Tenant improvements entirely different from the damaged improvements, taking into account the current building codes and then existing needs of the Tenant. The Tenant shall commence promptly and prosecute diligently such construction, restoration and repair, replacement, rebuilding or alteration upon receipt of funds therefor.

12-10-07

All insurance proceeds received as a result of any damage or destruction to the Tenant's improvements shall be immediately appropriated directly to the Tenant by the Landlord and the Tenant shall use such proceeds to construct or reconstruct the Tenant's improvements as is approved by Landlord.

13. **Additional Covenants by Tenant.** Tenant covenants and agrees to keep the Premises clean and safe; to use all electrical, plumbing, heating, ventilating, air conditioning and all other mechanical and electrical facilities and appliances in a reasonable manner; to conduct itself, its employees, agents, invitees and visitors in a manner that will not disturb unreasonably Tenant's neighbors or Landlord, its employees, agents, invitees, visitors and customers in the quiet enjoyment of their premises; to take care not to intentionally or negligently destroy, damage, or remove any part of the Premises, and that it will not permit any person to do so; and to use the Premises in a lawful manner.

Upon the expiration or termination of this lease, Tenant agrees to deliver the Premises in good and clean condition, ordinary wear and tear accepted. Tenant agrees to pay the costs of all repairs and cleaning required by wear and tear beyond the ordinary.

Tenant agrees to give Landlord prompt written notice of any defects of the Premises, equipment, appliances, and fixtures for which Landlord is responsible for repairs. If further damage occurs between the time Tenant learns a defect exists and the time Landlord learns of the defect, the Tenant will be liable for the costs of any repairs and such additional damage that might have been avoided had Tenant promptly notified Landlord of the defect.

14. **Breach of Lease.** If Tenant commits a material breach of this lease, or if Tenant denies Landlord exercise of any rights under this lease or arising by law, or if the Premises are used by Tenant or Tenant's employees, agents, visitors, or invitees for an illegal purpose, Landlord will have the right to terminate this lease, specifically enforce this lease, and each of its terms, or if the Premises are abandoned, enter and take possession by any lawful means. In addition, Landlord will have the right to pursue all other remedies available, including a claim for damages. Provided, however, that prior to specific performance of the lease (except for violations of the law or breaches of the lease materially affecting the safety and health) Landlord will serve Tenant with a written notice stating the acts and omissions which are a violation of the lease, and stating that the lease will be specifically enforced upon a date not less than thirty (30) days after the Tenant receives the notice unless the acts or omissions so noticed are remedied within twenty-one (21) days.

15. **Signs.** Tenant may display such exterior signs in a manner consistent with all applicable laws and regulations within the Town of Front Royal.

16. **Modification.** This lease may be modified only by a writing signed by both parties, or by a change in Landlord's rules and regulations, provided that reasonable notice of such change is given to Tenant and provided that such changes do not substantially modify Tenant's arrangements under this lease with Landlord.

17. **Contingencies.** Tenant agrees, subject to appropriations as described in Paragraph 2, above, to make all improvements and restorations, in a manner which promotes and preserves the quality of the Premises, within eighteen (18) months from the

12-10-07

date of this Lease, or such extended time as is necessary for completion of construction. In the event these improvements are not completed within said time period, or such construction-related extensions as Landlord shall agree, Landlord shall have the right to terminate this Lease immediately, and Tenant shall immediately vacate the Premises.

The parties, having read and understood the provisions of this Lease, agree for themselves, their successors and assigns to be bound thereby.

1-22-08
DATE

COUNTY OF WARREN, VIRGINIA

By: Archie A. Fox
Archie A. Fox, Chairman
Board of Supervisors

Attest:
Douglas P. Stanley
Douglas P. Stanley, Clerk
Board of Supervisors

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, at large, do hereby certify that Archie A. Fox, Chairman, and Douglas P. Stanley, Clerk, whose names are signed to the foregoing Lease Agreement, dated the 22nd day of January, 2008, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 22nd day of January, 2008.

My commission expires: 7-31-2011.

My certificate number: 7109443.

Paula J. Blamer
Notary Public

12-10-07

1/22/08
DATE

**BOARD OF TRUSTEES,
SAMUELS PUBLIC LIBRARY**

By: [Signature]
Chairman, Board of Trustees

Attest:

Lomayn H Bement
Secretary

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:**

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, at large, do hereby certify that J. Michael Williams, Chairman, and Lomayn H. Bement, Secretary, whose names are signed to the foregoing Lease Agreement, dated the 22nd day of January, 2008, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 22nd day of January, 2008.

My commission expires: 7-31-2011.

My certificate number: 7109443.

[Signature]
Notary Public



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE June 28, 2022	ITEM M-10	SUBJECT: Request to Approve the Agreement Regarding Amphitheater	PAGE 1 OF
<u>EXPLANATION & SUMMARY:</u> In 2021, the Board of Trustees of Samuels Public Library proposed the construction of an amphitheater on a portion of the property on Criser Road, which serves as the Samuels Public Library campus (hereinafter referred to as "Library Campus"), that is owned by the Warren County School Board and leased to the County of Warren and in turn leased to the Board of Trustees of Samuels Public Library. On November 18, 2021, the Board of Supervisors authorized the utilization of Sands Anderson to prepare agreements between the County of Warren, the Warren County School Board, and the Board of Trustees of Samuels Public Library regarding the development and maintenance of an amphitheater on the Library Campus. The proposed Agreement Regarding Amphitheater prepared by Sands Anderson is attached for review. The Agreement permits the Board of Trustees to construct the amphitheater on the Library Campus. It further obligates the Board of Trustees to be solely responsible for funding the construction, operation, and maintenance of the amphitheater. Warren County will only provide the lawn mowing for the Amphitheater as the County current mows the Library Campus. <u>COST & FINANCING:</u> Funding for the amphitheater is coming from non-County sources. Additional funding is not anticipated at this time. The County will provide in-kind services, such as lawn mowing, as needed. <u>PROPOSED OR SUGGESTED MOTIONS:</u> I move the Board of Supervisors approve the Agreement Regarding Amphitheater between Warren County, the Warren County School Board, and the Samuels Public Library for the development and maintenance of an amphitheater adjacent to the library. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Senior Assistant County Attorney.			
SUBMITTED BY: Caitlin Jordan Sr Asst Co. Attorney	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

AGREEMENT REGARDING AMPHITHEATER

This Agreement Regarding Amphitheater (this “**Agreement**”) is entered into as of the ____ day of _____, 2022 by and among the **SCHOOL BOARD OF WARREN COUNTY, VIRGINIA**, a body politic of the Commonwealth of Virginia (the “**School Board**”), and the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “**County**”), and the **BOARD OF TRUSTEES OF SAMUELS PUBLIC LIBRARY** (the “**Board of Trustees**”). The School Board, County, and the Board of Trustees (individually, each a “**Party**,” and collectively, the “**Parties**”) have entered into this Agreement, which recites and provides as follows.

RECITALS

1. The School Board and the County are parties to that certain Ground Lease Agreement dated January 15, 2008 (the “**Ground Lease**”), wherein School Board agreed to lease to the County and the County agreed to lease from the School Board certain real estate consisting of approximately 3.702 acres identified by Tax Map Number 20A18-5-6 located on the north side of Criser Road in the Town of Front Royal, Virginia, all as more particularly described in the Ground Lease (the “**Property**”).
2. The County and the Board of Trustees are parties to that certain Lease Agreement dated January 22, 2008 (the “**Lease**”) wherein the County agreed to sublease the Property to the Board of Trustees for use as a public library, all as more particularly described in the Lease.
3. The Board of Trustees now desires to use a portion of the Property for the construction and operation of an open-air amphitheater (the “**Amphitheater**”), and the School Board and the County have consented to such use.
4. By First Amendment to Ground Lease Agreements, the School Board and the County amended the Ground Lease and the Lease to permit the Board of Trustees to construct and operate the Amphitheater on the Property.
5. The Parties now desire to enter into this Agreement to set forth their obligations to one another with respect to the Amphitheater.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the foregoing recitals, the mutual benefits to the Parties from entering into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows.

1. The term of this Agreement (the “**Term**”) shall be co-extensive with the terms of the Ground Lease and Lease, and shall end when those terms end, without the need for any notice of termination. In the event the term of the Lease ends before the term of the Ground Lease, the term of this Agreement shall end when the term of the Lease ends. Upon the termination of this Agreement, the improvements that comprise the Amphitheater shall become the property of the School Board, owned solely by it in fee simple absolute.

2. The Board of Trustees shall construct the Amphitheater, if it is constructed, in the approximate location shown on Exhibit A attached hereto and a part hereof.

3. The School Board and County shall not have any obligation to provide any funds for the construction, operation, or maintenance of the Amphitheater, such funding being the sole obligation and responsibility of the Board of Trustees.

4. The County shall only provide lawn mowing for the Amphitheater.

5. The Amphitheater shall be built and operated in such a way as to not interfere with any school or other activities conducted by the School Board on the School Board property adjacent to the Property, including without limitation, education classes, sports, and extracurricular activities.

6. The Amphitheater shall be built and operated in such a way to promote and preserve the quality of the Property.

7. Parking for attendees at events at the Amphitheater shall be contained entirely on the Property and shall not interfere with school activities unless the School Board (through the office of the School Superintendent) grants permission for parking on other areas of its property for individual events.

8. The Board of Trustees shall hold School Board and County harmless, and defend and indemnify the School Board and County from, and assume all duties, responsibility and liability at the Board of Trustee's sole cost and expense, for all duties, responsibilities, and liability (including without limitation for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, including attorney's fees and expenses, which results or is alleged to have resulted from or in any way arising out of the use of or in any way related to the Property, or the operation, use, or condition of the Amphitheater or any activities conducted thereon or anywhere on the Property, or with regard to any environmental conditions of the Property.

9. The Board of Trustees in conducting its activities pursuant to this Agreement will comply with all applicable Federal, State and Local requirements governing environmental and other matters, including those set out in any applicable statute, regulation, order, legal decision, or by common law.

10. The Board of Trustees at its own cost and expense, will maintain commercial general liability and property liability insurance on the Property with liability limits of not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, or \$2,000,000 combined single limit for bodily injury and property damage. The School Board and County shall each be named as an Additional Insured on such liability policy, and the limits for such policy shall be increased by \$500,000 every ten (10) years during the Term. The Board of Trustees shall provide annual certificates of insurance showing the School Board and the County as an Additional Insured and

such policy and certificates shall provide for thirty (30) days' notice of cancellation to the School Board and the County.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be construed as if prepared by one of the Parties, but according to its fair meaning as a whole, as if all Parties had prepared it. This Agreement is made and intended to be performed in the Commonwealth of Virginia and shall be interpreted according to the laws of that state. Jurisdiction and venue for any legal action involving this Agreement shall lie in the Circuit Court of Warren County and all legal proceedings involving it shall be brought only in such Court. If any portion of this Agreement is adjudged to be invalid or illegal, it shall be severable leaving the remainder of this Agreement intact.

12. This Agreement may be modified only by a writing signed by all parties.

13. All notices hereunder must be in writing and shall be deemed validly given (i) five (5) business days after being sent by certified mail, return receipt requested, (ii) when delivered, if delivered by hand, or (iii) one (1) business day after being sent by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, in each case addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

If to the Board of Trustees: _____

If to the County: Warren County Board of Supervisors
c/o County Administrator
220 N. Commerce Ave., Suite 100
Front Royal, Virginia 22630

If to the School Board: _____

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SCHOOL BOARD OF WARREN
COUNTY, VIRGINIA

By: _____ (SEAL)
Title:

Attest:

Name:
Title:

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, at large, do hereby certify that _____, _____ and _____, whose names are signed to the foregoing Agreement Regarding Amphitheater, dated the _____ day of _____, 2022, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ of _____, 2022.

My commission expires: _____.

My certificate number: _____.

COUNTY OF WARREN, VIRGINIA

By: _____ (SEAL)
Title: _____

Attest:

Name:
Title:

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, at large, do hereby certify that _____, _____ and _____, whose names are signed to the foregoing Agreement Regarding Amphitheater, dated the _____ day of _____, 2022, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ of _____, 2022.

My commission expires: _____.

My certificate number: _____.

BOARD OF TRUSTEES OF SAMUELS
PUBLIC LIBRARY

By: _____ (SEAL)
Title: _____

Attest:

Name:
Title:

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, at large, do hereby certify that _____, _____ and _____, whose names are signed to the foregoing Agreement Regarding Amphitheater, dated the _____ day of _____, 2022, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ of _____, 2022.

My commission expires: _____.

My certificate number: _____.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 28, 2022	M-11	HVAC Maintenance Service Contract at PSB	

EXPLANATION & SUMMARY:

Since 2014, the complex HVAC system and ClimaCool chiller at the Public Safety Building (PSB) has been serviced by the Warren County Public School's facility and maintenance division. Their staff assists County staff in trouble-shooting smaller scale repairs and replace filters and belts. When the ClimaCool system experiences a break down and an unscheduled repair is required, the School's maintenance staff calls the sole source provider, Hoffman Mechanical Solutions. Until now, there has been no maintenance service contract on the system.

HISTORY:

Unscheduled repairs to the ClimaCool system without a maintenance service contract have been as high as \$20,000 per repair. The proposed maintenance service contract will mitigate these unexpected costs by servicing the system twice a year. Costs will further be contained through a fixed time and materials rate if and when emergency repairs are required. In addition, maintenance service contracts help improve the life of the equipment.

NEED:

Purchasing recommends entering into a sole source maintenance service agreement with Hoffman Mechanical Solutions. In accordance with Section 2.2-4303 Methods of Procurement, Sole Source procurement is allowed upon written determination that there is only one source practicably available for that which is being procured. The attached Hoffman Mechanical Solutions letter provides that ClimaCool sole source determination. The School's staff will continue to replace the PSB's ClimaCool filter and belt replacements.

In addition, Purchasing reached out the Rappahannock Shenandoah Valley Regional Jail as their system is also ClimaCool and maintained by Hoffman Mechanical Solutions. We requested a cost reduction contingent upon both buildings being serviced at the same time. Hoffman was amenable to this reduction and has proposed a maintenance service proposal to perform bi-annual HVAC maintenance services detailed in the attached proposal.

Staff recommends the Board review and approve the sole source award to Hoffman Mechanical Solutions to perform HVAC maintenance service to the PSB for \$15,077 in FY 23, \$15,529 in FY24, and \$15,995 in FY25; a total award of \$46,601.00 over three years.

COST & FINANCING:

Funding for the proposed annual maintenance service cost is available in the Public Works Department budget line item 4-1-43000-7013 HVAC Repair/Replacement. The annual recurring cost has been included in the Public Works Department's FY23 budget and will be requested in subsequent years.

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors approve the sole source award to Hoffman Mechanical Solutions for \$46,601 over a three-year service agreement on behalf of Warren County. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney.

or

I move the Board of Supervisors table the award approval to Hoffman on behalf of Warren County.

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



HVAC Maintenance Plan

Standard

July 1, 2022 through June 30, 2025

PREPARED FOR: Warren County Public Safety
SITE NAME: Warren County Public Safety
SITE ADDRESS: 200 Skyline Vista Drive, Front Royal, VA 22630
LOCAL HMS OFFICE: Richmond, VA
PREPARED BY: Jim Hysong
DATE: 5/31/2022

Licenses	
GEORGIA	Mechanical #CN211360
NORTH CAROLINA	Mechanical #28275
	Electrical #27063
SOUTH CAROLINA	Mechanical #M113953
	General #G120314
	Electrical #113953
TENNESSEE	Mechanical #71199
VIRGINIA	Mechanical #2705164248



Our Mission:

At Hoffman Mechanical Solutions, Inc. our mission has always been simple: to provide support with first class service and top technical people that exceeds the expectations of our customers.



Preventative Maintenance Service Agreement

PURPOSE:

The purpose of this service agreement is to ensure the Manufacturer's recommended preventative maintenance and service is performed on your HVAC equipment and components. Proper maintenance will insure efficient and effective equipment operation.

CUSTOMER PHONE SUPPORT:

Hoffman Mechanical Solutions, Inc. will provide phone support from certified HVAC Technicians during normal business hours. (M-F: 8am – 5pm excluding holidays) Phone support will allow your on-site employees to call for assistance with routine operation or basic troubleshooting.

AFTER HOURS SUPPORT:

Emergencies can and usually happen when you least expect them and many times on the weekends or after 5:00 PM. It is very important to Hoffman Mechanical Solutions, Inc. to provide support in all emergency situations for all of our customers. We have technicians available 24-7-365 via our emergency answering service. You can utilize this service in an after-hours emergency by calling:

(855) 761-HVAC (4822)

After receiving the call, our technician will first attempt to solve the issue via phone support. If the problem persists, we will discuss the urgency with you and dispatch a service technician to your site upon your approval.

In the event of an emergency, Hoffman Mechanical Solutions, Inc. will respond to your need via phone support within 1 hour. Should the issue require a technician to respond, we will have someone at your site within 4 hours after original notification.

EQUIPMENT LIST

Warren County Public Safety

Qty.	Unit#	Manufacturer	Model No.	Serial No.	Notes
1	ClimaCool-1	Climacool	UCR030AFASACMOS	P11846835	
1	ClimaCool-2	Climacool	UCR030AFASACMOS	P11846836	
1	MAU-01	Munters	PV-W8P-WPD	21018078	
1	CWP-1	B&G	1510 BF 8.5	QFD766-02D11	
1	CWP-2	B&G	1510 BF 8.5	QFD766-01D11	
1	CWP-3	B&G	1510 BF 6.875	QFD765-02D11	
1	CWP-4	B&G	1510 BF 6.875	QFD765-01D11	
1	CWP-5	B&G	1510 BF 8.125	QFD767-01D11	
1	CWP-6	B&G	1510 BF 8.125	QFD767-02D11	
1	Boiler-1	Aerco	TBA	TBA	
1	HWP-1	B&G	1510 BFW 6.875	C127819-02D11	
1	HWP-2	B&G	1510 BFW 6.875	C127819-01D11	
8	VFD	ABB	ACH530	TBA	

INSPECTION SCHEDULE

Description	No. of Units	No. Insp/yr	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Water Pumps	8	2		O					A					
Boiler	1	2		O					A					
Chilled Water AHU	1	2		O					A,B					
Air Cooled ClimaCool Chillers	2	2		O					A,C					
VFDs	8	1							A					

A = Annual/Comprehensive Inspection

B = Belt Change (If applicable)

C = Condenser Coil Cleaning

O = Operating Inspection

SCOPE OF WORK:

Base preventative maintenance service agreement:

- One (1) annual/comprehensive inspection for all listed equipment.
- One (1) annual condenser coil cleaning on all listed ClimaCool Chillers.
- One (1) annual belt replacement on listed Chilled Water AHU. Belts provided by Customer.
- One (1) running/operational inspections for all equipment, excluding VFDs.

Air Cooled Chiller PM Scope

Annual Inspection Service:

- Inspect chiller for general condition.
- Inspect coils for leaks, damage, or corrosion.
- Inspect chiller for oil leaks.
- Inspect compressor and fan motors for proper operation and vibration.
- Record amp draws on all compressors and fan motor.

- Inspect all electrical components and wiring for wear, over-heating, and loose connections.
- Inspect thermostats, sensors, switches, and gauges for proper operation.
- Confirm valves operations.
- Inspect pumps and associated piping for leaks or damage.
- Confirm unit controls and set points are working and set correctly.
- Clean condenser coil.
- Confirm refrigerant pressures and oil levels.
- Log chiller report.

Operating/Run Inspection Service:

- Inspect chiller for general condition.
- Inspect coils for leaks, damage, or corrosion.
- Inspect chiller for oil leaks.
- Inspect compressor and fan motors for proper operation and vibration.
- Record amp draws on all compressors and fan motor.
- Inspect all electrical components and wiring for wear, over-heating, and loose connections.
- Inspect thermostats, sensors, switches, and gauges for proper operation.
- Confirm valves operations.
- Inspect pumps and associated piping for leaks or damage.
- Confirm unit controls and set points are working and set correctly.
- Log chiller report.

Chilled Water AHU PM Scope

Annual Inspection Service:

- Inspect unit general condition.
- Verify chilled water and hot water valves operation and controls.
- Inspect dampers and economizers.
- Inspect fan motors, belts, pulleys, and bearings for vibration and noise.
- Replace belt when applicable.
- Lubricate any applicable parts.
- Visually inspect drain pans and traps.
- Visually inspect coil for cleanliness, damage, leaks, or corrosion.
- Inspect all electrical connections for overheating, wear, damage, or loose connections.
- Inspect and verify all safeties.
- Verify proper operation.
- Log unit.

Operating/Run Inspection Service:

- Inspect unit general condition.
- Verify chilled water and hot water valves operation and controls.
- Inspect fan motors, belts, pulleys, and bearings for vibration and noise.
- Lubricate any applicable parts.
- Visually inspect drain pans and traps.
- Visually inspect coil for cleanliness, damage, leaks, or corrosion.
- Inspect all electrical connections for overheating, wear, damage, or loose connections.
- Verify proper operation.
- Log unit.

Pump PM Scope

Annual Inspection Service:

- Inspect pump general condition.
- Inspect associated piping for leaks.
- Inspect pump for leaks, vibration, and noises.
- Inspect couplings for wear and alignment.
- Lubricate bearings as needed.
- Inspect all electrical connections for overheating, wear, damage, or loose connections.
- Log unit.

Boiler PM Scope

Annual Inspection Service:

- Inspect boiler general condition.
- Inspect boiler for leaks.
- Inspect associated pumps and piping for leaks.
- Inspect all burner components and operation.
- Remove, inspect, and clean burners.
- Perform combustion test to prove combustion
- Inspect boiler igniter, pilot tube, chamber, thermocouple, and flame rod if equipped or applicable.
- Record inlet gas pressures and temperatures.
- Inspect inducer draft assembly.
- Inspect flue piping.
- Confirm low water cut-off safety works.
- Check all safeties and controls.
- Log boiler report.

Operating/Run Inspection Service:

- Inspect boiler general condition.
 - Inspect boiler for leaks.
 - Inspect associated pumps and piping for leaks.
 - Inspect all burner components and operation.
 - Record inlet gas pressures and temperatures.
 - Inspect inducer draft assembly.
 - Inspect flue piping.
 - Confirm low water cut-off safety works.
 - Check all safeties and controls.
 - Log boiler report.
-
- At the conclusion of each inspection, the Customer will be provided a written field service report detailing equipment condition and any recommendations for necessary repairs or enhancements to maintain system/equipment capacity, reliability, and efficiency.
 - During the annual comprehensive inspection, an operational log will be completed and left with the Customer for their records. Any equipment deficiencies will be noted on the log and addressed outside the scope of this preventative maintenance agreement.
 - Hoffman Mechanical Solutions, Inc. will provide instructions to Customer's personnel who are responsible for Equipment operation and familiarize them with normal operation.



SERVICE AGREEMENT PRICING SUMMARY:

For North Carolina Only – All taxes are excluded and will be added to the sell price listed. See NCDOR Form E-589CI.

Warren County Public Safety	Annual	Semi-Annual Invoice
Base Service Agreement 2022 - 2023	\$ 15,077	\$ 7,538.50
Base Service Agreement 2023 - 2024	\$ 15,529	\$ 7,764.50
Base Service Agreement 2024 - 2025	\$ 15,995	\$ 7,997.50
Total =	\$ 46,601	

Unless stated otherwise, pricing for this plan is for a three (3) year term starting with the dates shown on the coversheet. Cancellation conditions are detailed in the "Terms and Conditions" section, attached, and incorporated in this Proposal by reference.

WORK ADDITIONAL TO BASE AGREEMENT: In the event work is required in addition to the base agreement, Hoffman Mechanical Solutions, Inc. offers the following labor rates/charges for 2022:

Please note that prices are at all times subject to escalation.

Hourly Rates for T&M Work			
Labor Classification	Street Rate	Service Agreement Rate	Overtime
	Mon - Fri, 8 am - 5pm	Mon - Fri, 8 am - 5pm (Excluding Holidays)	After hours and Holidays
Industrial Boiler/ Steam Systems	\$215.00	\$190.00	1.5 X Hourly Rate
Project Management	\$165.00	\$135.00	1.5 X Hourly Rate
ABB Drive Technician	\$165.00	\$135.00	1.5 X Hourly Rate
VRV Service Technician	\$165.00	\$145.00	1.5 X Hourly Rate
HVAC Boiler Technician	\$165.00	\$145.00	1.5 X Hourly Rate
HVAC Chiller Technician	\$165.00	\$145.00	1.5 X Hourly Rate
HVAC Service Technician	\$145.00	\$125.00	1.5 X Hourly Rate
VRV Tech Assistant	\$145.00	\$125.00	1.5 X Hourly Rate
HVAC Technician Assistant	\$125.00	\$105.00	1.5 X Hourly Rate
Cooling Tower Technician	\$125.00	\$105.00	1.5 X Hourly Rate
Truck Charge		\$180/day	
*Specialty Equipment Fees	List Price	50% discount	

* Nominal equipment fees will apply as applicable to repair scope of work. Example - \$50 per day for brazing/welding equipment and supplies. The intention is for Hoffman to recoup the consumable expense of providing specialty tools and materials of trade. This is NOT a source of profit for the service provider.

OWNER RESPONSIBILITIES:

- The Owner will operate all equipment per Manufacturer's recommendations and report unusual conditions to Hoffman Mechanical Solutions, Inc.
- The Owner will provide safe and free access to the equipment and address any reported/known Safety deficiencies.

GENERAL:

- The Owner reserves the right to competitively bid equipment repair and/or replacement.
- Hoffman Mechanical Solutions, Inc. personnel will comply with all Owner policies and procedures. *and repairs must receive prior approval*
- Additional work to be approved only by Owner authorized representative.
- Hoffman Mechanical Solutions, Inc. personnel will be qualified and certified as needed to perform the work listed in this Service Agreement.
- All materials and supplies will meet Manufacturer's specifications.
- All work will be completed in a timely manner and will include clean-up.
- Hoffman Mechanical Solutions, Inc. will provide the Owner with a preventative maintenance/log sheet for each piece of equipment inspected. Along with the Field Report, the log sheet will provide comprehensive information about the work performed and equipment condition.
- Unless otherwise noted, Hoffman Mechanical Solutions, Inc. will provide all supplies/material/tools required to perform the preventative maintenance, service, and inspections listed in the contract.
- The owner will be provided with all EPA required Refrigerant Management information.
- All work performed will be warranted for 90 days on labor and 1 year on parts.

GENERAL EXCLUSIONS:

- Repairs – All repairs (labor and material) shall be performed as Time and Material and/or quoted price outside the scope of this agreement.
- Overtime and/or premium time such as nights, weekends, and holidays.

FOR PERIODIC MAINTENANCE CONTRACTS ("PMCs" (Section 14 only applies to PMCs):

- Price: Any PMC price may be adjusted by Hoffman at the end of each contract year upon at least ~~thirty (30)~~ *sixty (60)* days prior written notice. The PMC price is also predicated on Hoffman's providing service during regular working hours on regular working days, unless otherwise specified in writing by Hoffman. If Customer requests that work be performed at times other than regular working hours or days, Customer shall pay Hoffman any additional charges that arise, including the costs of premium / overtime pay.
- Termination: Unless otherwise required in writing by Hoffman, any PMC may be terminated by either party as of the beginning of the next contract year upon at least thirty (30) days prior written notice to the other.
- Covered Good/Services: Only goods and/or services specifically enumerated in any PMC are covered by such PMC, and such PMC's terms govern what repairs or remedies, if any, are available.





PREPARED FOR: Warren County Public Safety
SITE NAME: Warren County Public Safety
SITE ADDRESS: 200 Skyline Vista Drive, Front Royal, VA 22630
LOCAL HMS OFFICE: Richmond, VA
PREPARED BY: Jim Hysong
DATE: 5/31/2022

As a condition of this Proposal, all work performed by Hoffman Mechanical Solutions, Inc. shall be only in accordance with the Terms and Conditions, attached and incorporated herein by reference. In the event any terms of any other purchase order or project contract documents conflict with or add to the attached Terms and Conditions, those other terms are rejected by Hoffman Mechanical Solutions, Inc. Furthermore, this Proposal is contingent upon final approval of the Hoffman Credit Department and may be rescinded in the Company's sole discretion. *until the Proposal is accepted by Warren County Public Safety*

Proposal price will remain firm for a period of 30 days. On-site safety training and drug testing is not included in proposal unless noted. *beginning the day the proposal is delivered to the customer.*

Hoffman Mechanical Solutions, Inc. will invoice semi-annual in advance. Payment terms are net 30 days. An additional 3.0% convenience fee will be added to the total amount due for any payments received via credit card.

Please feel free to contact me if you have any suggested changes. If accepted, sign and date below and return to Hoffman Mechanical Solutions, Inc. with purchase order information.

Sincerely,

Jim Hysong

HMS Service Sales Representative

Proposal Accepted:

Signature

Date

Please Print Name

Title

Purchase Order Number



TERMS AND CONDITIONS

10/21

"Hoffman" shall mean Hoffman Mechanical Solutions, Inc. and its officers, employees and agents. "Customer" shall mean the person or entity entering into this Agreement to purchase services and/or goods.

1. **Controlling Terms & Conditions:** This Agreement, upon Customer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any purchase order, any other document presented by Customer, or any contract document between Customer and any third-party (i.e., owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by Hoffman. No waiver of, or modification to, these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of Hoffman. Hoffman salespeople are not authorized to waive or modify any Terms and Conditions. The terms of any written proposal / quote made by Hoffman ("proposal") and these Terms and Conditions shall constitute the entire agreement of the parties.

2. **Acceptance:** Any Hoffman proposal expires if not accepted by Customer within thirty (30) days from the date of the proposal. ~~Prices are at all times subject to escalation.~~ Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Customer is deemed to have accepted any Hoffman proposal, including these Terms and Conditions, when Customer either (a) receives and retains an acknowledgement from Hoffman without written objection within ten (10) days; (b) accepts delivery of all or any part of the goods ordered; (c) provides to Hoffman delivery dates, shipping instructions, or other instructions evidencing acceptance; or (d) otherwise executes or assents to any proposal or these Terms and Conditions. ~~If Customer accepts any proposal, Customer's order shall be deemed acceptance of the proposal subject solely to Hoffman's terms and conditions.~~ If Customer's order is expressly conditioned upon Hoffman's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by Hoffman with Hoffman's Terms and Conditions attached or referenced serves as Hoffman's notice of objection to, and rejection of, Customer's terms and as Hoffman's counteroffer to provide goods or services in accordance with the Hoffman proposal and Hoffman's Terms and Conditions. If thereafter Customer does not object to Hoffman within ten (10) days by written notice to Legal@hoffman-hoffman.com, Hoffman's counteroffer will be deemed accepted by Customer. Customer's acceptance of all or any part of any goods ordered will constitute Customer's acceptance of Hoffman's proposal subject to Hoffman's Terms and Conditions.

3. **Additional Services / Materials:** As work progresses, there may be a need for additional services or goods, which could not be anticipated at the time this Agreement was entered. Hoffman shall notify Customer of the description and price for such additional work or material. If Customer authorizes Hoffman to proceed with the additional work or materials, the contract price and dates of completion shall be mutually agreed upon and adjusted accordingly, or Hoffman shall not be responsible for the extra work.

4. **Terms of Payment / Taxes:** Payment is due net thirty (30) days from the date of each Hoffman invoice to Customer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law, if lower) may be charged after the 30-day period until payment is received. Hoffman accepts credit card payments. If Customer chooses to pay by credit card, Customer is subject to an additional convenience fee of 3.0% of the total amount paid by credit card. ~~Customer shall pay all costs of collection incurred by Hoffman including, but not limited to, reasonable attorneys' fees, collection fees and court costs.~~ Hoffman may suspend all further services and transactions (regardless of their status) without liability if Customer's account is more than thirty (30) days past due or if Customer's credit, in the sole judgment of Hoffman, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Customer, Seller will have a purchase-money security interest in all goods (including any accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due Hoffman, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC.) Customer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due Hoffman have been made. The purchase-money security interest granted herein attaches upon Hoffman's acceptance or acknowledgment of this Agreement and Customer's receipt of said goods, but prior to installation. Customer will have no rights to set off against any amounts which become payable to Hoffman under this Agreement or otherwise. Customer is responsible to pay in full for the services and/or goods provided by Hoffman regardless of whether such goods or services are funded for Customer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Notwithstanding any Customer form or document to the contrary, Hoffman shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with its work or anticipated work (including the sale of goods and/or services) until Hoffman has obtained payment in full for such work and any damages. Unless otherwise agreed by Hoffman in writing, Customer shall pay to Hoffman, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the services and/or goods furnished hereunder.

5. **Shipments / Claims:** All shipments of goods are at Customer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted. Any claims for damage or shortage or loss in transit must be filed by Customer against the applicable carrier.

6. **Warranties:** Upon condition that Hoffman receives payment in full for all amounts owed, Hoffman (a) extends to Customer the manufacturer's warranty (a copy of which is available upon request) on any goods purchased, and said manufacturer's warranty is in lieu of any warranties contained in any applicable project contracts, conditions, plans, or specifications, and (b) warrants that the labor it provides will be performed in a workmanlike manner in accordance with industry standards. No claim for defective workmanship under this warranty may be brought unless Customer provides Hoffman with written notice of such defect within ninety (90) days from the date such services are performed. ~~HOFFMAN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~ Hoffman does not commit that the equipment sold will effectively control, eliminate, kill or prevent the spread of COVID-19 or other mold, bacteria, virus, or pathogen, and Hoffman expressly disclaims that the product is fit for this purpose. Hoffman shall have no liability or duty to defend or hold harmless Customer or any other third-party with respect to any claim, injury, loss or damage arising from or in connection with COVID-19.

7. **Limitation of Remedy and Liability:** ~~To the extent Hoffman is liable to Customer under any applicable law, Hoffman's maximum liability shall not exceed the amount of the invoice for the goods or services provided.~~ To the fullest extent allowed by law, the total liability of Hoffman to the Customer regarding any and all claims shall be capped at Hoffman's applicable insurance limits (the "Liability Cap"). All amounts that may be potentially awarded against Hoffman in connection with a claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by Hoffman in any amount or as a waiver or compromise of any other defense that may be available to Hoffman regarding any claim.

8. **Indemnification / Insurance:** ~~To the fullest extent permitted by law, Customer shall indemnify, hold harmless and defend Hoffman and its officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands, regardless of whether they result in legal action or are prosecuted to final judgment or award), which result or arise from Customer's purchase, installation, or use of goods or services provided by Hoffman, including all claims that goods sold or guidance provided by Hoffman or its employees contributed to or failed to prevent or control the spread of COVID-19 or other mold, bacteria, virus, or pathogen.~~ To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Customer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if Hoffman is alleged or proven to have acted negligently; provided, however, that Customer shall have no obligation to provide indemnification to Hoffman if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of Hoffman. Customer shall also indemnify and hold harmless Hoffman from all liability for taxes owing in connection with Customer's purchase of goods or services. The obligations and rights to indemnify herein shall not negate, abridge or reduce other such rights or obligations under law. This Agreement does not require Customer to indemnify Hoffman for Hoffman's own negligent or intentional acts or omissions to the extent that doing so would violate applicable law. Customer and Hoffman jointly authorize and request any court or arbitrator considering the enforceability of this paragraph to re-write this paragraph so that it requires Customer to defend, indemnify, and hold Hoffman harmless to the fullest extent permitted by applicable law. Upon written request of Customer, Hoffman shall be required to name Customer as an additional insured to only the coverage types listed on Hoffman's standard Certificate of Insurance (available upon request). In no event does Hoffman waive any rights of subrogation.

9. **Claims Resolution / Governing Law:** Unless Hoffman elects otherwise, all claims and disputes between Customer and Hoffman arising out of or relating to performance of any agreement or breach thereof must be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Demand for Arbitration must be filed in the regional office of the AAA closest to Greensboro, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina must apply in and to all arbitration proceedings, and Greensboro, North Carolina, is designated as the sole and exclusive venue for such proceedings. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. Hoffman and Customer agree that their transactions involve interstate commerce. This Agreement shall be governed by and construed solely in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. Hoffman shall have the sole and exclusive right, at Hoffman's sole and absolute discretion, to waive the arbitration provision and to elect to litigate any claim or dispute in a court of appropriate jurisdiction. Unless Hoffman elects another court of appropriate jurisdiction in Hoffman's sole and absolute discretion, the state courts located in Greensboro, Guilford County, North Carolina, shall be the sole and exclusive forum for any litigation between Hoffman and Customer. Customer consents to the jurisdiction of the state and federal courts located in Greensboro, Guilford County, North Carolina.

10. **Delays / Penalties / Force Majeure:** Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever, will Hoffman be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to Hoffman unless pre-approved in writing by a Hoffman officer. Furthermore, in no event and under no circumstances whatsoever, will Hoffman be liable under this Agreement for any event of force majeure, including but not limited to, acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages, pandemic, and other causes beyond Hoffman's reasonable control.

11. **Customer Responsibility:** Customer shall provide Hoffman's personnel with a safe work environment in which to perform their services under this Agreement and provide Hoffman personnel with required utilities (water, electricity, compressed air, etc.) and reasonable access to Customer's facilities (elevators, receiving dock, etc.). Customer shall provide adequate service access space and shall remove any stock, fixtures, partitions, etc. necessary to perform the service. Customer shall promptly notify Hoffman of any unusual operating conditions.

12. **Hazards:** Hoffman is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. In the event Hoffman encounters any such hazardous substance or condition in the course of its actions under this Agreement, Hoffman may suspend its work and remove its employees from the subject project, until any such hazardous substance or condition no longer exists. Hoffman shall receive an extension of time to complete its work and additional compensation for delays encountered as a result of any such situation. At all times now and in the future, Hoffman takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e., mold) or the remedy or prevention thereof. Furthermore, Customer has a duty to alert Hoffman of any known or likely potential hazards at any project site where Hoffman's representatives and affiliates may be present in connection with this Agreement.

13. **Refrigerant:** Customer shall be responsible for any expense in connection with the modification, removal, replacement or disposal of any refrigerant, as required by law.

14. **Termination:** Hoffman may terminate any of its obligations under this Agreement, if Customer fails to pay amounts owing to Hoffman when due, fails to perform or comply with any material provision of this Agreement, or otherwise breaches this Agreement, if such failure or breach is not cured within ten (10) business days after receipt of written notice from Hoffman. Upon termination by either Party, Customer shall be liable to Hoffman for all goods (including any goods specially ordered, but not delivered) and services provided and all damages and losses sustained by Hoffman, including lost profits.

15. **Equal Employment Opportunity / Affirmative Action Clause:** Hoffman and Customer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

16. **Government Contracts:** If Customer's purchase of goods or services is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small, Minority or Disadvantaged Business incentives or qualifications (or other similar laws or regulations), Customer represents and certifies to Hoffman that Customer is performing a commercially useful function on such project. Currently, Hoffman does not comply with Executive Order 14042 Task Force Guidance as issued September 24, 2021 ("Guidance"). Any Hoffman bid/proposal is contingent upon Customer's waiver of the requirements contained in the Guidance, when applicable.

17. **Trust Funds:** Customer agrees that all funds Customer receives that result from the labor, materials, and/or equipment furnished by Hoffman will be considered "Trust Funds." Customer will hold all Trust Funds in trust for the sole and exclusive benefit of Hoffman. Customer will segregate Trust Funds from other funds. Customer will account for all Trust Funds and deliver all Trust Funds to Hoffman. Customer will not use Trust Funds for any purpose other than paying Hoffman.

18. Additional terms set forth in Exhibit A is incorporated into and made apart of these Terms and Conditions.

EXHIBIT A
Additional Terms to the Agreement

1. Non-Discrimination: During the performance of this agreement, Hoffman agrees that Hoffman will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, or any other basis prohibited by state law relating to employment except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the Hoffman. Hoffman agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Hoffman in all solicitations or advertisements for employees placed by or on behalf of Hoffman will state that Hoffman is an equal opportunity employer. Hoffman 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 subcontractor or vendor. **The County of Warren does not discriminate against faith-based organizations.**

2. Drug-free Workplace.

A. During the performance of this contract, Hoffman agrees to (i) provide a drug-free workplace for Hoffman'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 Hoffman'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 Hoffman that Hoffman maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. 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 Hoffman 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.

3. Compliance with Immigration Laws: Hoffman agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

5. Non-Assignability: Hoffman understands that this Contract is a contract with the personal services of Hoffman and that it is made by the Customer in reliance on Hoffman's personal skills and knowledge in the activity to be conducted and as represented by Hoffman. Accordingly, this Contract is non-assignable by Hoffman without the express written advance permission of the Customer.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 28, 2022	M-12	Adopt a Resolution to Join the Virginia Risk Sharing Association, a Group Self-Insurance Pool	

EXPLANATION & SUMMARY:

The Finance and Purchasing Department received a request from the Human Resources Department to provide options for various types of insurance as an alternative to VACORP, the County's current insurance provider.

Section 15.2-2703 of the Virginia Code authorizes the County to cooperatively contract with one or more political subdivisions of the Commonwealth to form a group self-insurance pool. Virginia Risk Sharing Association is such an insurance pool for casualty insurance, including workers' compensation, employers' liability, general, professional and public officials liability coverage, property insurance, etc. In addition, the Finance and Purchasing Department sought additional quotes to ensure the VRSA proposal was the best value to the County.

Currently, the County is in the VACORP group self-insurance pool. VRSA is less expensive in every category requested and the deductible and limits are comparable across the board, as per the attached comparison sheet. In addition, VRSA provides \$4,000 in grants each year to be spent towards safety equipment, attend training sessions, or broadening member understanding of government management.

Staff recommends the Board approve the annual contribution to VRSA for \$380,200 for property, general liability, inland marine, equipment breakdown, public officials liability, automobile, crime, excess liability, environmental liability, cyber risk liability, workers' compensation, line of duty act, volunteer accident, and excess constitutional officers excess general liability beginning July 1, 2022.

COST & FINANCING:

Funding for this purchase is spread throughout the insurance budget (Liability, account 5302, Auto Insurance, account 5305, Property Insurance, account 5306, and Workers' Compensation, account 2011) of all participating county departments.

PROPOSED OR SUGGESTED MOTION:

I move the Board of Supervisors adopt the resolution to approve the Amended and Restated Member Agreement to join the Virginia Risk Sharing Association, a group self-insurance pool. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney on behalf of the County.

or

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

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

RESOLUTION



***of the Board of Supervisors of Warren County to Approve the
Amended and Restated Member Agreement to Join the Virginia Risk
Sharing Association, a Group Self-Insurance Pool***

WHEREAS, the County of Warren, Virginia desires to protect against liability claims and property losses and to provide for payment of claims or losses for which the County may be liable; and

WHEREAS, the Virginia Risk Sharing Association (VRSA), a group self-insurance pool, has been established pursuant to Chapter 27 of Title 15.2 of the Code of Virginia; and

WHEREAS, it is desirable for the County of Warren, Virginia to join the Virginia Risk Sharing Association Group Self Insurance Risk Pool in order to provide a method of risk sharing for liability claims and property losses.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the County of Warren, Virginia hereby agrees to the member agreement entitled "Amended and Restated Member Agreement" creates a group fund to pay liability claims and property losses of the counties and other localities of Virginia joining the group, and we acknowledge we have received a copy of the supporting documents.

BE IT FINALLY RESOLVED that Edwin C. Daley is authorized to execute the member agreement to join the Virginia Risk Sharing Association Group Self Insurance Risk Pool and to act on behalf of the County of Warren in any other matter relative to the Virginia Risk Sharing Association.

Adopted this 28th day of June 2022

Cheryl L. Cullers, Chair
Board of Supervisors
County of Warren, Virginia

ATTEST:

Edwin C. Daley, Clerk
Board of Supervisors
County of Warren, Virginia

Policy Type	Contribution		Deductible		Limit	
	VACORP	VRSA	VACORP	VRSA	VACORP	VRSA
Property	\$42,748	\$30,124	\$1,000	\$1,000	Dependent on type	Dependent on type
General Liability	\$9,291	\$2,106	\$0	\$2,500	\$2,000,000	\$1,000,000
Inland Marine / Miscellaneous	\$5,487	\$1,951	\$1,000	\$1,000	Replacement or Actual	Replacement
Equipment Breakdown	\$3,958	\$2,138	\$1,000	\$1,000	\$1,000,000	\$1,000,000
Public Officials Liability (School Board Legal)	\$7,538	\$3,018	\$2,500	\$2,500	\$1,000,000	\$1,000,000
Automobile (Liability & Physical Damage)	\$71,096	\$61,831	\$250	\$250	\$2,000,000	\$1,000,000
Crime	\$2,575	\$1,496	\$250	\$250	\$1,000,000	\$1,000,000
Excess Liability	\$7,291	\$9,707	\$0	\$0	\$1,000,000	\$1,000,000
Environmental Liability	Included	Included	\$25,000	\$250,000	\$1,000,000 , \$2,000,000 Agg.	\$1,000,000, \$2,000,000 Agg.
Cyber Risk Liability	\$8,000	\$3,300	\$0	\$1,000	\$1,000,000 per and agg.	\$1,000,000 per and agg.
Workers' Comp	\$214,176	\$222,576	\$0	\$0	\$1,000,000	\$1,000,000
Line of Duty Act	\$40,171	\$40,953	\$0	\$0	State Mandated	State Mandated
Volunteer Accident	\$1,000	\$1,000	\$0	\$100	\$1,000,000	\$1,000,000
Excess Constitutional Officers: Excess General Liability	\$6,000	Included	\$1,000,000	\$1,000,000	No limit	No Limit
Total:	\$410,630	\$380,200				

Virginia Risk Sharing Association
2022 - 2023 Cover Page to Member Agreement

MEMBER NAME: Warren County

MEMBER #: 0130

I. Coverages and Limits of Liability

Local Government Liability

Each Occurrence Limit	
Damages to Premises Rented to You	\$1,000,000
Medical Expense Limit	\$10,000
Deductible	\$2,500

Cyber Liability

Each Occurrence Limit	\$1,000,000
Deductible	\$1,000

Automobile Liability

Combined Single Limit	\$1,000,000
Deductible	\$0
Automobile Medical Payments	\$10,000
Uninsured Motorists	\$30,000 bodily injury each person/\$60,000 bodily injury each accident/\$20,000 property damage each accident

Automobile Physical Damage

Deductible/Comprehensive	Per Schedule
Deductible/Collision	Per Schedule

Excess Liability Coverage	\$5,000,000
Property Coverage	Subject to the Coverage Forms
Miscellaneous Items Coverage	Subject to the Coverage Forms
Boiler and Machinery Coverage	Subject to the Coverage Forms
Fidelity/Crime/Surety Coverage	Subject to the Coverage Forms
Workers' Compensation	Statutory
Line of Duty Act Liability	Statutory

For the period of July 1, 2022 to July 1, 2023 Local Government Liability and Automobile Liability is reinsured for amounts exceeding \$1,000,000 per occurrence on each line of coverage. On-premises automobile physical damage coverage is reinsured excess of \$1,000,000.

For the period of July 1, 2022 to July 1, 2023 Property Coverage reinsurance is purchased excess of a \$1,000,000 retention on a per occurrence basis. The windstorm occurrence retention is \$1,000,000. Boiler and Machinery Coverage is reinsured with a \$100,000 retention except for objects over 25,000 hp, up to a \$350,000 retention.

For the period of July 1, 2022 to July 1, 2023 Fidelity, Crime and Surety coverage is fully retained by Virginia Risk Sharing Association.

For the period of July 1, 2022 to July 1, 2023 Workers' Compensation and Employers Liability Coverage statutory reinsurance is purchased excess of a \$1,750,000 retention on a per occurrence basis.

For the period of July 1, 2022 to July 1, 2023 Line of Duty Act Liability Coverage the Pool will retain 100% of the exposure.

II. Contribution

See Contribution Summary Page. Due 7/1/2022. See Declaration Pages attached to Coverage Forms for contributions by individual coverage lines. The contribution was determined based on actuarially approved rates. In the event of a deficit in the Pool's fund, additional assessments may be imposed by the Members' Supervisory Board.

III. Servicing Company

Virginia Risk Sharing Association

IV. Liability of Members

A local government group self-insurance pool is not protected by the Virginia Insurance Guaranty Association against default due to insolvency. In the event of insolvency, members and persons filing claims against members may be unable to collect any amount owed to them by the pool, regardless of the terms of the member agreement. In the event the pool is in a deficit position, a member may be liable for any and all unpaid claims against such member.

With regards to Workers' Compensation liability, each member agrees to assume and discharge, jointly and severally, any liability under the Virginia Workers' Compensation Act of any and all employers party to such agreement and which provides that, in addition to the rights of the pool, in the event of failure of the pool to enforce such rights after reasonable notice to the pool, the Commission shall have the right independently to enforce on behalf of the pool the joint and several liability of its members under the Virginia Workers' Compensation Act and the liability of members for any unpaid contributions or assessments.

V. Rejection of Higher Uninsured Motorist Limits

The member has read the member agreement and this renewal cover page, which is expressly made part of the member agreement. The member has also read the business automobile policy and the business automobile coverage / renewal declarations. The member acknowledges that the Board of Virginia Risk Sharing Association has not, by resolution, offered to provide uninsured motorist coverage to its members. The member understands that it is possible to purchase such coverage from other commercial carriers, with coverage limits equal to the policy's liability coverage limits, unless such coverage is rejected by the member.

The member understands that if its liability coverage limit exceeds the minimum limit set by Virginia law, the member may reject uninsured motorist coverage limits equal to the policy's liability coverage limit, and may select lower limits of such coverage, provided that the member may not select uninsured motorist coverage in an amount less than the minimum liability coverage limit required by Virginia law.

The member hereby rejects uninsured motorist coverage and underinsured motorist coverage in the amount equal to the member's liability coverage limit stated in this renewal cover page, in the business automobile policy, and in the business automobile coverage / renewal declarations. The member hereby selects the lower limit of uninsured motorist and underinsured motorist coverage stated in this renewal cover page, in the business automobile policy, and in the business automobile coverage / renewal declarations.

(Signature of Authorized Member Representative)

Warren County

(Date)

All coverages included in this proposal are listed below with their proposed premium. If you would like to modify or remove any proposed coverages, please indicate so below. Otherwise, you may check the box to renew/place all coverages as proposed and proceed to Section 2.

☐ **This organization does not wish to remove or modify any coverages. Please renew/place all coverages as proposed.**

If answering yes, skip Section 1 and proceed to Section 2.

Section 1. Modify or Remove Proposed Coverages

							Comments
Automobile Liability Coverage	\$35,872	Renew Same:	☐	Remove:	☐	Modify:	☐
Automobile Comprehensive and Collision Coverage	\$29,212	Renew Same:	☐	Remove:	☐	Modify:	☐
Local Government Liability Coverage	\$5,394	Renew Same:	☐	Remove:	☐	Modify:	☐
Excess Liability Coverage	\$9,707	Renew Same:	☐	Remove:	☐	Modify:	☐
Property Coverage	\$31,709	Renew Same:	☐	Remove:	☐	Modify:	☐
Flood (Special Flood Hazards Zones B, C & X)		Renew Same:	☐	Remove:	☐	Modify:	☐
Earthquake		Renew Same:	☐	Remove:	☐	Modify:	☐
Extra Expense		Renew Same:	☐	Remove:	☐	Modify:	☐
Miscellaneous Items Coverage	\$2,054	Renew Same:	☐	Remove:	☐	Modify:	☐
Boiler & Machinery Coverage	\$2,251	Renew Same:	☐	Remove:	☐	Modify:	☐
Cyber Liability Coverage	\$3,300	Renew Same:	☐	Remove:	☐	Modify:	☐
Fidelity/Crime Coverage	\$1,314	Renew Same:	☐	Remove:	☐	Modify:	☐

Line of Duty Act Coverage	\$40,953	Renew Same:	☐	Remove:	☐	Modify:	☐
Workers' Compensation Coverage	\$235,426	Renew Same:	☐	Remove:	☐	Modify:	☐

Section 2. Available VRSA Coverages

VRSA offers a variety of coverages targeted towards the needs of governmental entities. If you are interested in receiving a quote for additional lines of coverage not included in this proposal, please indicate so below.

No-Fault Property Damage Coverage	No Fault Property Damage provides payments to third party claimants for property damage without regard to fault. This coverage is provided on both the automobile and general liability policies on a non-severable basis.	☐	Yes, please contact me regarding a quote for this coverage
Federal Flood Coverage (NFIP) Zones A & V	Property Coverage for Flood Prone Areas is only available through the National Flood Insurance Plan (NFIP). A separate NFIP policy must be written for each building.	☐	Yes, please contact me regarding a quote or flood zone determination for this coverage
Hybrid Disability Program	Hybrid Disability protects employees from income loss if unable to work because of physical disease, mental disorder, injury or pregnancy.	☐	Yes, please contact me regarding a quote for this coverage

Section 3. Signature

☐ Yes, we would like to add VRSA's *new* **Workers' Compensation Plus** coverage for the quoted premium of \$13,197.

☐ No, we are declining **Workers' Compensation Plus** coverage.

Workers' Compensation Plus provides coverage for certain expenses incurred by injured employees that are not covered under the Virginia Workers' Compensation Act, such as bloodborne pathogen testing, home modifications for disabled employees above the Act's limits, caregiver expenses during inpatient hospital stays, and loss/damage to personal belongings as a result of a compensable injury.

When complete, please sign and date below. An underwriter will reach out to your organization regarding any requested changes or quotes.

Signature

Title

Date

Printed Name

**AMENDED AND RESTATED
MEMBER AGREEMENT**

THIS MEMBER AGREEMENT (this “Agreement”) is made and entered into this 1st day of July, 2022 (this “Member Agreement”) by and between Virginia Risk Sharing Association (the “Pool”), a group self-insurance pool licensed by the Bureau of Insurance (the “Bureau”) as successor to the merger of the Virginia Municipal Group Self-Insurance Association (the “Association”) with and into the Virginia Municipal Self-Insurance Association d/b/a the Virginia Municipal Liability Pool (the “Liability Pool”) and the undersigned Virginia political subdivision, or agency thereof, which is, or upon admission will become, a member (individually, a "Member" and collectively "Members") of the Pool.

WITNESSETH

WHEREAS, the Pool is a group self-insurance pool formed pursuant to Chapter 27 of Title 15.2 of the Code of Virginia (the "Act") for the purpose of providing risk management services and insurance coverage for its Members pursuant to Virginia Code § 15.2-2703(A); and

WHEREAS, the parties entered into a prior agreement dated July 1, 2010 (the “Prior Agreement”), pursuant to which the parties agreed to provide for joint and cooperative action to form a group self-insurance pool pursuant to Chapter 27 of Title 15.2 of the Code of Virginia (the "Act") for the purpose of providing risk management services and insurance coverages for the Members pursuant to Virginia Code § 15.2-2703(A); and

WHEREAS, the parties have agreed to enter into this Agreement to supersede the Prior Agreement and to set out their rights and obligations going forward as set forth herein; and

WHEREAS, each Member of the Pool is required to execute an agreement whereby the Member will covenant and agree to pay contributions and assessments, based upon appropriate classifications and rates, into a designated fund out of which expenses and lawful and proper claims and awards of the Pool are to be paid, and further, that there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective Members, except at the discretion of the Board as provided herein; and

WHEREAS, each Member of the Pool has elected to become a party to this Agreement, to comply with the conditions set forth herein and continue operating the Pool as a group self-insurance pool pursuant to the provisions of the Act and regulations promulgated thereunder, and to execute such other instruments and take such other action as may be required to form and continue operation of such Pool.

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

1. **Membership.** Each Member hereby agrees that the Board may admit as Members of the Pool only acceptable political subdivisions in the Commonwealth of Virginia or agencies

thereof as defined in the Act. Subject to the provisions of the Act and rules relating to the approval of any Members, the Board shall be responsible to determine whether or not an applicant may be admitted to Membership.

2. **Membership Termination By the Pool.** Each Member agrees that a Member may, in the sole discretion of the Board, be terminated from membership in the Pool at any time after thirty (30) days' notice in writing has been given to such Member and to the Virginia State Corporation Commission (the "Commission"). In addition, any Member may be terminated at any date upon ten (10) days written notice to such Member and the Commission for non-payment of contributions or assessments. No liability except that available to the Member under an appropriate supplemental extended reporting period shall accrue to the Pool or to the remaining Members for any liability under the Pool of any terminated Member arising subsequent to the date of termination specified in said notice and such terminated Member shall be separately and solely responsible for any liability arising thereafter.
3. **Membership Withdrawal.** A Member may withdraw from the Pool upon thirty (30) days advance written notice to the Board. After the Member has been in the Pool for three (3) consecutive years (which calculation of time shall include years in which the Member was a Member of the Liability Pool or the Association prior to their merger into the Pool), the Member may withdraw upon thirty (30) days written notice and shall be entitled to share in any surplus assets of the fund; upon such termination however, the Member will not receive any refunds of paid contributions or assessments.
4. **Administrator.** Each Member hereby authorizes and requires the Board to designate an administrator, empowered to accept service on behalf of the Pool and authorized to act for and bind the Pool and its Members in all transactions relating to or arising out of the operation of the Pool. The administrator shall receive such fee for its services and shall be agreed upon by the Board. The Board, in its sole discretion, may at any time revise or revoke the powers of the administrator, and may select a substitute administrator.

Any such administrator designated by the Board is hereby appointed by each Member as agent for the Pool, to act directly or through a service contract with the service agent in its behalf and to execute all contracts and reports, waivers, agreements, and excess insurance or reinsurance contracts, to make or arrange for payment of claims, and all other things required or necessary, as covered by the terms of this Agreement and the rules and regulations as now provided or as hereafter promulgated by the Board or the Commission.

5. **Service Agent.** Each Member hereby authorizes the Board to designate a service agent for the Pool and its Members, individually and collectively, subject to its continued approval as a service agent by the Commission. The service agent shall calculate all annual contributions due from the members, pay all approved items of expense as directed by the Board, service claims under the Pool against Members, give a monthly account of all monies so handled, and undertake all other duties set forth in the agreement employing service agent. For handling the administrative and servicing functions of the

Pool, the service agent shall receive such fee as shall be agreed upon by the Board which shall be in consideration of all services and expenses contracted for with the Pool which services or expenses may include counseling with the Board as to safety procedures, claims handling and investigations, and providing for reinsurance or excess insurance coverage. The service agent's books and records are to be open to inspection by the Board or its agents or designees at all reasonable times. The Board, in its sole discretion, may at any time select a substitute service agent.

6. **Deposit of Funds.** The Board or its designee shall deposit to the account of the Pool at any bank or banks designated by the Board, all contributions as when collected and all other funds received from or for the Pool, and said moneys shall be disbursed only as provided by (1) the rules, regulations, Bylaws, and the resolutions of the Board; (2) the agreements between the Board and the service agent; and (3) this Agreement.
7. **Investment of Funds.** The Board shall have the authority to invest the funds of the Pool as permitted by the Pool's Bylaws and the Commission's regulations.
8. **Bylaws, Rules and Regulations.** Each Member of the Pool agrees to abide by the rules and regulations of the Pool, and be subject to the Bylaws of the Pool, attached as Exhibit 1 and incorporated hereto, as may be amended from time to time. In the event of any such amendment to the rules, regulations or Bylaws of the Pool, Members shall be notified promptly thereof.
9. **Coverage.** The Pool will provide loss protection to Members, which may be primary coverage and/or excess coverage as provided in the coverage forms, and as amended from time to time. In the event of any amendment, Members shall be notified thereof promptly.

The Pool's primary automobile liability coverage shall be limited to the minimum statutory amounts required for the type of vehicle covered for operation in the Commonwealth of Virginia. Such coverage shall also include uninsured and underinsured motorist coverage with the same limits and no more. Excess motor vehicle liability coverage shall be in excess of other valid or collectible insurance or qualified self-insurance, including the Pool's primary coverage; provided, however, that uninsured and underinsured motor vehicle coverage as defined in Virginia Code § 38.2 – 2206(A) shall not be offered, provided or made available under or with respect to such excess type coverage provided by the Pool. Each Member hereby rejects uninsured motorist coverage and underinsured motorist coverage in amounts greater than the minimum liability coverage limits required by Virginia law.

The Pool may allow coverage, by endorsement, for additional insureds to the extent of any and all vicarious liability but not for independent negligent acts or omissions of the additional insureds.

10. **Reinsurance and Excess Insurance.** The Board is authorized, in order to protect the Pool's assets and provide hedges against losses of members, to obtain and maintain

specific and/or aggregate reinsurance and/or excess insurance in such amounts and with such retention as in its discretion are advisable, if available at cost and on terms deemed by the Board to be reasonable under the circumstances. The Board is also authorized and empowered to obtain and maintain other insurance, letters of credit or commitment for loans from insurance or financial institutions which in the judgment of the Board will furnish additional security and resources for payment of claims covered by the Pool in excess of the contributions made by members.

11. **Limit of Liability Except for Workers' Compensation.** The Members agree that for all lines of business other than workers' compensation coverage, for the payment of any claim against the Pool or the performance of any obligation of the Pool hereunder, resort shall be had solely to the assets and property of the Pool, and that no Member, officer or Board member of the Pool, or the administrator, service agent or their designees shall be liable therefor. The Members further agree that for all lines of business other than workers' compensation coverage, a Member of the Pool shall have no liability to the Pool, to other Members of the Pool, or to any claimant against the Pool itself or another Member of the Pool, except for (i) the payment of contributions under this Agreement, (ii) deductible amounts, (iii) assessments if approved or required, and (iv) the entry fee.
12. **Joint and Several Liability for Workers' Compensation.** For Members purchasing workers' compensation coverage, such Members agree to be jointly and severally liable for and with the other Members which also purchase workers' compensation coverage from the Pool. In addition to the rights the Pool may have under such agreements, in the event of failure of the Pool to enforce such rights after reasonable notice to the Pool, the Commission shall have the right independently to enforce the joint and several liability of its Members pursuant to Title 65.2 and Title 15.2, with respect to its employees.
13. **Payment of Claims.** All claims against Members, if approved by the service agent and as directed by the Board, shall be paid as follows:
 - (a) To the extent of (i) the Pool's funds for each Pool year, (ii) plus any other Pool assets and reserves available and authorized by the Board therefor, and (iii) subject to the applicable limits of coverage retained by the Pool for each Member;
 - (b) Covered claims in excess of the Pool's funds for each Pool year shall be paid by the Pool, with recovery made from the reinsurance or excess insurance coverage, if any, in effect for the Pool;
 - (c) All deductible amounts and the amounts of any claims in excess of amounts available therefor under the provisions of paragraphs (a) and (b) of this section 13 shall be the sole obligation of, and shall be paid by, the Member liable therefor.
14. **Reimbursable Deductible.** The Pool may pay a Member's unpaid deductible amount if such amount is due and owing but remains unpaid. Each Member agrees that upon the payment of any deductible amount by the Pool for or on behalf of a Member, that such

Member shall reimburse the Pool within twelve (12) days of written notice from the Pool. In the event reimbursement is not made within such time, interest thereon will accrue at the rate of the highest yield on the Pool's most recent investment at that time. If the Pool is required to seek reimbursement by suit or by other means in which the Pool incurs expenses to recover such reimbursement, the Member agrees to pay the Pool's reasonable attorneys' fees and all costs incurred in the suit.

15. **Contributions and Assessments.** Each Member agrees to execute necessary authorization forms permitting the Pool to obtain information and data required in determining the experience or other rating modification of such Member. Each Member agrees to pay contributions to the Pool as computed in accordance with a rating plan approved by the Board, as amended from time to time. Each Member agrees that the contributions shall be payable in full in advance of coverage unless the Board in its discretion determines otherwise. Such contributions are deemed earned by the Pool when received and are nonrefundable.

For all lines of coverage other than workers' compensation coverage and Line of Duty Act obligations, in the event of the Pool's deficit for any fiscal year, the Board may adopt, following approval by the Commission, a plan it deems equitable for the elimination of such deficit. The plan may include, but is not limited to, the assessment of all Members in the proportion which the contribution of each Member bears to the total contributions of all Members in the year in which such deficit occurs; provided, however, in no event shall such assessment exceed two (2) times the Member's annual contribution.

Notwithstanding the foregoing paragraph, in the event of the Pool's deficit for any fiscal year with respect to Line of Duty Act obligations, the Board may adopt, following approval by the Commission, a plan it deems equitable for the elimination of such deficit. The plan may include, but is not limited to, the assessment of all Members that purchase Line of Duty Act coverage in the proportion which the contribution of each Member bears to the total contributions of all Members that purchase Line of Duty Act coverage in the year in which such deficit occurs.

For Members purchasing workers' compensation insurance, such Members shall be jointly and severally liable to other Members as to workers' compensation coverage, and membership in the Pool shall not relieve the Member's obligations imposed by Title 65.2 as an employer to its employees.

With respect to all lines of coverage, a Member is obligated to pay any assessment which applies to a Pool year in which it was a Member. The Pool has the authority to assess its Members according to line of coverage, and according to any particular fiscal year. If the Pool is required to obtain the assessment by suit or by other means in which the Pool incurs expenses to recover such reimbursement, the Member agrees to pay the Pool's reasonable attorneys' fees and all costs incurred in the suit.

16. **Reporting of Claims or Losses.** All claims, accidents, incidents, or occurrences, regardless of which line of insurance such claim, accident, incident or occurrence may arise, with the potential of producing claims against a Member or the Pool, no matter how insignificant, shall be promptly reported to the service agent, with such information as may be requested by the service agent. All losses with potential of being reimbursed or paid by the Pool shall also be promptly reported in like manner to the service agent. The claims and loss reports shall be in accordance with the procedures established from time to time by the Board or its service agent.
17. **Subrogation.** Each Member agrees that in the event of the payment of any loss by the Pool under this Agreement, the Pool shall be subrogated to the extent of such payment to all the rights of the Member against any person or other entity legally responsible for damages for said loss, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.
18. **Inspection of Member's Facilities and Records.** The Board, the administrator, the service agent, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times to inspect the Member's facilities and shall be permitted at all reasonable times and within five years after the final termination of the membership to examine the Member's book, vouchers, contracts, documents, budgets and records of any and every kind which relate to the purposes or powers of the Pool.
19. **Member Information Request.** Upon the request of a Member, the Pool shall provide, without unreasonable delay, to any person designated by the Member, proof of the coverages provided by the Pool, including any insurance or reinsurance, applicable deductible levels and the maximum liability which the Pool will retain.
20. **Risk Management Services.** The Board or its designees may, but shall not be obligated to, provide risk management services to members, designed to assist Members in following a plan of managing risk of loss and loss control which may result in reduced losses and costs. Each Member agrees to initiate and maintain a safety program and agrees to follow the general recommendations of the Board and the service agent as to managing risk of loss and loss control, with safety to property and the public receiving the highest priority. However, each Member shall remain solely and independently responsible for all decisions concerning its safety program and practices and may not rely upon evaluations and/or recommendations made by the Pool, the Board, the service agent, the administrator, or their representatives in making final decisions concerning its safety program and practices.
21. **Expenditure of Funds.** All funds received by the Board during any one fiscal year of the Pool shall be set aside and shall be used only for the following purposes:
 - (a) Payment of a fee for the service agent;
 - (b) Payment of a fee for the administrator;

- (c) Payment of lawful assessments, if any, as required by any lawful authority;
 - (d) Payment of all bonds including errors and omission coverage for all officers and employees, and auditing expenses required of the Pool or its employees;
 - (e) Payment of all legal fees, accounting fees, other professional fees relating to the Board or the Pool, or any other miscellaneous fees of the Board or the Pool;
 - (f) Payment of the costs of any excess insurance policy, reinsurance treaty, loan commitment, letter of credit, or similar agreement entered into by the Pool as deemed advisable by the Board;
 - (g) Payment of claims, including, without limitation, settlements, awards, judgments, legal fees, investigation costs, costs in all contested cases, appeal bonds, and establishment of reserves necessary to provide for all of the same;
 - (h) Subject to the Commission's regulations following the conclusion of each annual operation of the Pool (each, an "annual period"), a distribution to the extent not otherwise prohibited by law to Members in such manner as the Board in its discretion shall deem appropriate and equitable, such discretion taking into consideration matters including, but not limited to, denying or limiting a distribution to Members which have withdrawn or have had their membership terminated, or making distribution only to Members with a loss ratio not in excess of a level designated by the Board, of any excess moneys remaining after payment of items (a) through (g) above, including, without limitation, payments of claims and establishment of outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months following the end of each annual period; provided further, that undistributed excess funds from previous annual periods may be distributed at any time if not required for reserves and if approved for distribution by the Board.
 - (i) A percentage of any surplus, as approved by the Commission, may be allocated to a restricted surplus account to be used at the discretion of the Board subject to the approval of the Commission.
22. **Fiscal Year.** The Pool shall operate on a fiscal year calculated from 12:01 a.m. on the first day of July (July 1st) until midnight of the thirtieth day of June (June 30th) of the following calendar year.
23. **Renewal Applications.** A current Member's application for continuing membership, when approved in writing by the Board, shall upon payment of all sums due constitute a continuing contract for each successive fiscal period unless canceled by the Board, or unless the Member withdraws from membership by written notice as required by this Agreement.

24. **Financial Plan.** The Pool shall operate according to its financial plan, which financial plan shall be made available by the Pool for inspection at its office and filed with the Bureau, setting forth in general terms the following: (i) loss protection provided by the Pool, (ii) applicable deductible levels and the maximum liability which the Pool will retain, (iii) the amount of reserves to be set aside for the payment of claims, and (iv) the amount of reinsurance or excess insurance to be purchased by the Pool. Such Financial Plan may be amended or modified from time to time at the Board's sole discretion.
25. **Member Agreement Controls.** Where the term and conditions of any coverages offered by the Pool conflict with the Member Agreement, the Member Agreement shall control.
26. **Entire Agreement.** Except as otherwise specifically provided for herein, this Agreement, including the Exhibit attached hereto, sets forth the entire understanding and agreement of the parties relating to the subject matter hereof. This Agreement supersedes all prior agreements of the parties regarding the subject matter contained herein.
27. **Miscellaneous.** The Pool and each Member agree with each current and future Member, to be bound by all the terms and conditions of this Agreement. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to that end the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Members collectively have caused this Agreement to be signed on behalf of the Board by a duly authorized representative and on behalf of the Member by its chief executive officer or other officer designated by its governing body.

VIRGINIA RISK SHARING ASSOCIATION

By: MA H

Name: Marcus Hensel

Title: Managing Director

ENTITY NAME

By: _____

Name: _____

Title: _____

EXHIBIT 1
BYLAWS OF
VIRGINIA RISK SHARING ASSOCIATION

VIRGINIA RISK SHARING ASSOCIATION

BYLAWS

(AMENDED AND RESTATED AS OF JULY 1, 2019)

ARTICLE I – NAME AND PURPOSE

SECTION 1: NAME

The name of the entity is the **Virginia Risk Sharing Association (the “Pool”)**, a group self-insurance pool licensed by the Bureau of Insurance (the “Bureau”) and successor to the merger of Virginia Municipal Group Self-Insurance Association with and into the Virginia Municipal Self-Insurance Association d/b/a Virginia Municipal Liability Pool.

SECTION 2: PURPOSE

A. Group Self-Insurance Pool. The purpose of the Pool is to create and administer a group self-insurance pool pursuant to the authority and possessing the powers as provided in Chapter 27 of Title 15.2 of the Code of Virginia (the “Code”).

B. Insurance Coverages. A group self-insurance pool created and administered by the Pool may be formed by one or more political subdivisions of the Commonwealth of Virginia to provide for cooperative action in providing risk management services as well as insurance coverage for pool members and employees of pool members, for acts or omissions arising out of the scope of their employment, including any or all of the following:

1. Casualty insurance, including workers' compensation under Title 65.2 of the Code, employers' liability, general, professional and public officials liability coverage;
2. Property insurance, including marine insurance and inland marine and transportation insurance coverage;
3. Group life, accident and health coverages including hospital, medical, surgical and dental benefits to the employees of member political subdivisions and their dependents;
4. Automobile insurance, including motor vehicle liability insurance coverage and collision and security for motor vehicles owned or operated, as required by Title 46.2 of the Code, and protection against other liability and loss associated with the ownership and use of motor vehicles;
5. Surety and fidelity insurance coverage; and
6. Umbrella and excess insurance coverages.

ARTICLE II - MEMBERS, MEETINGS, VOTING

SECTION 1. MEMBERS

The members of the Pool shall be political subdivisions of the Commonwealth of Virginia as defined in Section 15.2-2701 of the Code, or agencies thereof, which (i) are members of a pool created in accordance with Section 2 of Article I, (ii) have executed a member agreement with the Pool (the "Member Agreement"), and (iii) have been approved as members pursuant to Article II, Section 2 hereof.

SECTION 2. APPROVAL OF NEW MEMBERS

A. Approval Criteria. Upon receiving applications from prospective new members of the Pool, the Board (as defined in Article III) has the authority to review and consider, and either approve or reject such applications for membership in accordance with the terms of the Member Agreement, in accordance with any rules and regulations established by the Board for admission of new members to the Pool, in accordance with the laws of the Commonwealth of Virginia, and in accordance with the rules and regulations established by the Bureau and the State Corporation Commission (the Commission").

B. Delegation of Authority to Approve. The Board may delegate administrative authority for the review and consideration of membership applications to the Administrator (as defined in Article IV). Any delegation of administrative authority to the Administrator shall be in writing setting forth the terms of the Administrator's authority. All decisions of the Administrator must be subject to final ratification by the Board.

SECTION 3. TERMINATION OF MEMBERS BY THE POOL

A member's membership in the Pool may be terminated as provided by the Member Agreement.

SECTION 4. WITHDRAWAL OF MEMBERS

A. General Right of Withdrawal. A member may withdraw from the Pool upon thirty (30) days advance written notice to the Board and as may be otherwise provided for by the Member Agreement.

B. Member Agreement Controls. Where the Member Agreement specifies conditions for withdrawal which may conflict with, or be in addition to the conditions imposed for withdrawal by these Bylaws, the Member Agreement shall control.

SECTION 5. MEETINGS OF MEMBERS

The members shall meet annually on such date and at such time and place within the Commonwealth of Virginia as shall be designated by the Board. Special meetings of members

may be held at such time and place within the Commonwealth of Virginia as shall be designated in the notice thereof upon call of the Board, the Chair of the Board, or by not less than ten (10) members.

SECTION 6. NOTICE OF MEETINGS OF MEMBERS

A. Manner of Notice. Notice of the annual meeting and any special meeting of members shall be provided in writing to the member or the members' designated representative. Such notice of meeting may be made either by email or by delivering such notice to the United States Postal Service not less than ten (10) days prior to the meeting or by insertion in any official publication of the Virginia Municipal League which is mailed not less than ten (10) days prior to the date fixed for such meeting.

B. Waiver of Notice. No notice of the time and place of any regular or special meeting of the members shall be required if each member waives such notice in writing and such waiver is filed with the records of the meeting.

SECTION 7. VOTING BY MEMBERS

A. Voting in Person. Each member shall each have one vote which, unless there be voting by proxy as provided in paragraph B. below, must be cast only in person by an elected or appointed official of the member duly authorized by the member's governing body for such purpose. Such voting representatives shall register with the secretary of the meeting or the Administrator prior to any members' meeting.

B. Voting by Proxy. The Board may, by resolution, direct that voting at a specified regular annual or special meeting of the members shall be conducted in person or by proxy. If a proxy vote is permitted, the following requirements must be satisfied:

(a) Proxies shall be in writing, signed by an authorized representative of a member, and valid only for the members' meeting next succeeding the date thereof and any continuance of such meeting;

(b) Proxies may (i) be revoked at any time prior to the meeting by a subsequent proxy or (ii) withdrawn in writing filed with the Administrator or the chair of a meeting prior to the meeting for which such proxy has been appointed;

(c) Proxies may be solicited for such meeting, including proxies for election of persons to the Board;

(d) If proxies are solicited, each solicitation shall be in writing, shall identify the party making such solicitation, and shall include a brief explanation of each item of business anticipated at the time of such solicitation to be voted upon at the meeting;

(e) In the event proxies are solicited for election of Board members, all nominees shall be identified by name, place of residence and official position with a member;

(f) Proxy solicitations may be mailed to Members in the manner provided for in Article II, Section 6.

C. Manner of Voting. Except when voting by proxy as authorized in paragraph B. above, voting at members' meeting shall be viva voce on all questions except in the event of a contest for election to the Board, which, unless determined otherwise by a vote of 75% of the members present, shall be by written ballot.

SECTION 8. CONDUCT OF MEETINGS OF MEMBERS

A. Conduct of Meetings. The Chair of the Board shall preside over all meetings of members, except that in the Chair's absence, the Vice-Chair or another member of the Board shall preside. The Secretary of the Board or the Secretary's designee shall act as secretary for all meetings. All meetings of members shall be conducted in accordance with the procedures set forth in Robert's Rules of Order Newly Revised, 10th ed. (Cambridge, Mass.: Perseus Publishing, 2000).

B. Annual Financial Report. At each annual meeting, the Chair or the Chair's designee shall report on the financial position of the Pool. The members shall elect Board members as provided in Article III of these Bylaws.

SECTION 9. QUORUM OF MEMBERS

Ten (10) or more members shall constitute a quorum of any meeting of members to consider and act upon any item of business. When a quorum is present at any meeting, a majority of the voting delegates present may decide any question brought before such meeting except as otherwise provided by law or these Bylaws.; provided, however, in the event a quorum is not present at an annual meeting of members, vacancies on the Board may be filled by majority vote of the members present.

SECTION 10. ACTION OF MEMBERS WITHOUT MEETING

Any action to be taken by members may be taken without a meeting if all voting delegates entitled to vote on the matter consent to the action by a writing filed with the records of the meeting of members. Such consent shall be treated for all purposes as a vote at a meeting.

ARTICLE III - MEMBERS' SUPERVISORY BOARD

SECTION 1. POWERS OF THE BOARD

The Pool shall be managed by the Members' Supervisory Board (the "Board"), which may exercise all the powers of Pool except as otherwise provided by law or by these Bylaws.

SECTION 2. COMPOSITION AND ELECTION OF BOARD MEMBERS

A. Number of Members. The Board shall be composed of not less than six (6) or more than nine (9) members, elected by a majority vote of the voting members present at the annual meeting. In the event that members fail to have an election, Board members currently serving whose terms have not at such time expired shall as soon as practical fill all vacancies on the Board. The number of Board members shall be determined by the Board at the Board meeting preceding the election. If the number of Board members will be different than the previous year's number of Board members, then the members shall be so notified at least two (2) weeks before the annual meeting.

B. Composition of Board. The Board shall be composed of governing officials or chief administrative appointed officials of political subdivisions which are members of the Pool.

C. Terms. Terms of Board members shall be staggered into three classes to provide that approximately one-third (1/3) of the Board shall be elected each year. In determining the number of Board members to be elected, all fractions shall be rounded to the nearest whole number, and in the event the number of Board members cannot be equally divided by three, the Board in its discretion shall determine the additional Board members to be allocated to the different terms for which there may be vacancies.

D. Eligibility for Re-election. A Board member shall not be eligible for re-election unless such member attended more than one-half (1/2) of the Board's meetings during such person's current term.

E. Nominations. Prior to each annual meeting, the Board or its designee shall solicit the names of candidates from the members to fill vacancies thereon and it shall make recommendations for election by the members. In the event the use of proxies shall be directed by the Board and are solicited for election of members of the Board, the notice to members of which the election will take place shall identify each candidate which will be nominated by the Board, the candidates' place of residence and official capacity with a member. Such solicitation and notice shall be in accordance with Section 6 of Article II. Nominations may also be made from the floor at elections by any member.

F. Ex-Officio Board Member. In addition to the Board members elected by the members, the Executive Director of the Virginia Municipal League shall serve as an ex-officio Board member with full power to vote on all matters which come before the Board, and whose presence shall be counted in the determination of a quorum.

G. Prohibited Membership. No Board member may be elected or continue to serve on the Board if such individual is, or becomes, an owner, officer or employee of a service agent for the Pool, as defined in the Commission's regulations.

SECTION 3. **TERMINATION OF A BOARD MEMBER**

A. Resignation. A Board member may resign from membership on the Board at any time by written notice delivered to the Chair or Secretary of the Board. Such notice shall state the effective date of the resignation, and such resignation shall automatically take effect on such date unless a successor Board member is duly qualified and elected into office at an earlier date at the Board's discretion, in which event such resignation shall take effect immediately upon the election of the successor Board member.

B. Termination for Cause. The Board may terminate a member of the Board by a majority vote of the Board at any time such member no longer meets the requirement for eligibility set forth in Section 2 of this Article III. A member also may be terminated at the Board's discretion if the member fails to attend two consecutive Board meetings or fails to attend one-half (1/2) of the meetings held during the Pool's fiscal year.

C. Return of Books. Upon termination of Board membership for any reason, a former Board member shall immediately upon termination turn over and deliver to the Chair of the Board, the Chair's designee, or the Administrator, at the principal office of the Pool, any and all records, books, documents or other property in the possession or under the control of such Board member which belong to the Pool.

SECTION 4. **VACANCIES ON THE BOARD**

Any vacancy occurring on the Board may be filled between annual meetings by the affirmative vote of a majority of the remaining Board members. In cases in which vacancies are filled by the remaining Board members, the Board may, but need not, solicit nominations from the members.

SECTION 5. **POWERS OF REMAINING BOARD MEMBERS**

In case of death, resignation, ineligibility, incapacity, refusal or inability to act by any one or more of the Board members, the remaining Board members shall have all of the powers, rights, and interest of the Pool and shall be charged with the duties of the Pool; provided that in such case, no action may be taken unless it is decided upon by a majority of the remaining Board members.

SECTION 6. **OFFICERS OF THE BOARD**

A. Chair and Vice-Chair. As soon as practical after the annual meeting of members and election of Board members, the Board shall elect from among its members a Chair and a Vice-Chair.

B. Secretary. The Managing Director of the Pool or such other person as may be designated by the Board shall serve as the Secretary of the Board.

C. Terms of Officers. The term of such officers shall commence on the date of their election and continue for one year or until his or her successor has been elected or qualifies. In the event of failure or inability of any such officer to act, the Board may replace such person at any meeting.

SECTION 7. BOARD MEETINGS, NOTICES, QUORUM

A. Regular and Special Board Meetings. Regular meetings of the Board shall be held at least quarterly at the principal office of the Pool or at such other location as may be acceptable to a majority of the Board. Special meetings of the Board shall be conducted on the call of the Chair, Vice-Chair, or any two other Board members, and may be held at any time and place without notice provided all Board members execute a waiver of notice to the special meeting or consent to the special meeting by participating in it.

B. Notices of Board Meetings. The Chair of the Board, or the Chair's designee, shall set the date, time and location of each meeting. Notices of Board meetings shall be either (i) mailed first class mail, postage prepaid, to each Board member not less than five (5) days prior to the date of such meeting, or (ii) delivered by telephone, telegram, telephone facsimile or e-mail appropriately transmitted not less than 24 hours prior to such meeting. Each such notice shall specify the date, time and location of such meeting and may specify the purpose thereof and any action proposed to be taken thereat. If such notice is by mail, telegram, telephone facsimile or e-mail, it shall be addressed to each Board member at his or her address as recorded in the office of the Pool.

C. Participation in Meetings. Meetings of the Board, or any committee or task force authorized by the Board, may be conducted by telephone or any means of communication by which all members participating may simultaneously hear each other during the meeting, or as may be otherwise provided for directors of stock corporations in § 13.1-684 of the Code. A member participating in a meeting by this means is deemed to be present in person at the meeting.

D. Quorum and Minutes. A majority of the members of the Board shall constitute a quorum for all meetings. The Secretary or designee thereof shall keep minutes of all meetings, proceedings and acts of the Board, but such minutes need not be verbatim. Copies of all minutes of the Board shall be sent to all Board members as soon as practical following each meeting, but in every case prior to the following Board meeting.

SECTION 8. VOTING BY THE BOARD

All actions and decisions of the Board shall be by vote of a majority of the Board members attending any duly called regular or special meeting at which a quorum is present.

SECTION 9. BOARD ACTION WITHOUT MEETING

Any action which may be taken by the Board at a Board meeting may be taken by written unanimous consent pursuant to the requirements for directors of stock corporations as set forth in § 13.1-685 of the Code.

SECTION 10. COMMITTEES OF THE BOARD

A. Establishment of Committees. The Board may establish one or more committees and fix the number of members of the Board to serve on them. Each committee must have two (2) or more members, who serve at the pleasure of the Board.

B. Powers of Committees. Committees may have such powers and duties as may be designated by the Board, except that committees may not have the power to fill vacancies on the Board or any of its committees; may not adopt, amend or repeal the Bylaws; may not authorize or approve distribution of any of the funds of the Pool, except according to formula or method previously prescribed by the Board; and may not remove or appoint the Pool's Administrator or Service Agent.

C. Committee Action. Creation or termination of, grant of authority to, or any action taken by a committee without Board authorization does not alone constitute compliance by a Board member with the responsibilities specified in the Commission's regulations or as set forth in Section 11 of Article III below.

SECTION 11. DUTIES AND RESPONSIBILITIES OF THE BOARD

The Board shall have the authority, and shall be charged with the duty, of general supervision and operation of the Pool and shall conduct the business and activities of the Pool in accordance with the Member Agreement, Bylaws, applicable federal and state statutes, and the Commission's regulations. The Board shall be responsible for accounting for and investing the funds of the Pool as permitted the Commission's regulations and in such a manner that allows Pool to fulfill its obligations for all liabilities and other needs in the future. In addition, the income derived from the investment activity may be retained as Members' equity, used for the payment of liabilities, as a rate stabilization mechanism or distributed to members in the form of dividends, all at the discretion of the Board in accordance with law, regulations, Bylaws and the Member Agreement.

SECTION 12. LIABILITY OF BOARD MEMBERS

A. Liability of Board Member. No Board member shall be liable for any action taken in good faith pursuant to these Bylaws, the Commission's regulations, the Member Agreement or otherwise in respect of the duties imposed thereby or by law or for an omission to act, except for gross negligence; nor shall any Board member be liable for any act or omission by another Board member or by any agent or employee.

B. Consultation and Reliance. The Board may employ and consult with legal counsel concerning any questions which may arise with reference to any matter pertaining to the Pool, and the Board may rely on the opinion of such counsel as authorization for the action taken. Board members acting in good faith in accordance with the opinion of counsel shall be protected conclusively based on their reliance on such an opinion.

SECTION 13. INDEMNIFICATION OF BOARD MEMBERS

A. Board Member. A Board member shall be entitled to indemnification, and the Pool shall indemnify, a Board member to the fullest extent as provided for the indemnification of a director of a stock corporation in Article 10 of Chapter 9 of Title 13.1 of the Code.

B. Officer, Employee or Agent. An officer, employee or agent of the Pool may be indemnified by the Pool to the same extent as provided for officers, employees or agents of a corporation in said Article 10, Chapter 9 of Title 13.1.

C. Manner of Indemnification. Indemnification may be paid from any restricted reserve account established in accordance with 14 VAC 5-360-100 of the Commission's regulations. Notwithstanding the foregoing, in no event shall any such indemnification be paid from any loss fund of the Pool except to the extent that any portion of such loss fund may be available for distribution to the members as provided by the Member Agreement and the Commission's regulations.

D. Insurance. The Pool may purchase and maintain insurance on behalf of an individual who is or was a Board member, officer, employee or agent of the Pool against liability asserted against or incurred by him in that capacity or arising from the individual's status in that capacity to the same extent as may be afforded directors, officers, employees and agents of a corporation in said Article 10, Chapter 9, Title 13.1.

ARTICLE IV - ADMINISTRATOR AND SERVICE AGENT

SECTION 1. ADMINISTRATOR

A. Appointment of Administrator. The Board shall appoint an Administrator to administer the financial and administrative affairs of the Pool. The Administrator shall not be an owner, officer or employee of a Service Agent.

B. Administrator's Bond. The Administrator shall furnish a fidelity bond with the Board as obligee in an amount determined by the Board. Evidence of such a bond shall be available to appropriate governmental agencies.

C. Administrator's Contract and Duties. The Board shall contract in writing on behalf of the Pool for the services of the Administrator appointed pursuant to this Section, on such terms, including compensation, and for such period as the Board in its discretion deems appropriate. The Administrator shall carry out the duties and responsibilities set forth in such contract, as required by the Board and Pool, and as specified in the Commission's regulations.

SECTION 2. SERVICE AGENT

A. Approval. The Board, subject to the prior approval of the Commission, may appoint a Service Agent.

B. Service Agent's Bond. The Service Agent shall furnish a fidelity bond covering its employees with the Pool as obligee in an amount determined by the Board and sufficient to protect the Pool against loss of all monies placed in the claim's fund.

C. Service Agent's Contract and Duties. The Board shall contract in writing on behalf of the Pool for the services of the Service Agent upon such terms, including compensation, and for such period as the Board in its discretion deems appropriate. The Service Agent shall carry out the duties and responsibilities set forth in such contract and as required by the Board and Pool, and shall provide all services necessary to fulfill the members' obligations as set forth in the Commission's regulations. The Service Agent shall also handle all claims incurred during the contract period to their conclusion unless approval to transfer them is obtained from the Commission prior to such transfer.

ARTICLE V – MISCELLANEOUS

SECTION 1. EXECUTION OF DOCUMENTS

Any certificate, contract or other document signed by the Chair or Vice-Chair of the Board or a duly authorized officer of the Administrator of the Pool shall be evidence of the action of the Board and any such certificate or other instrument so signed shall be presumed to be authentic. All facts and matters stated therein shall conclusively be presumed to be true.

SECTION 2. TERMINATION OF POOL

A. Termination by Agreement. The Pool may be terminated at any time upon the concurrence of all of the parties to the Member Agreement (the "Termination Date").

B. Distribution upon Termination. In the event of termination, the remaining funds available to the Pool, after providing for all outstanding obligations, shall be distributed to members participating at the Termination Date through a formula determined by the Board.

SECTION 3. SITUS OF THE POOL

The situs of the Pool is the Commonwealth of Virginia. All questions pertaining to the validity, construction and administration of these Bylaws or the Pool shall be determined in accordance with the laws of the Commonwealth of Virginia.

SECTION 4. AMENDMENTS

These Bylaws may be amended at any time by the concurrence of a majority of the Board. However, these Bylaws may not be amended so as to change the purpose of the Pool as set forth in Article I thereof or to permit the diversion or application of any of the funds of the Pool for any purpose other than those specified herein, in the Member Agreement, the statutes of Virginia or the Commission's regulations. The Board, upon adoption of an amendment to these Bylaws shall send a copy of any such amendment to all members of the Pool.

SECTION 5. CONSTRUCTION

Whenever any words are used in these Bylaws in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply; whenever any words are used in these Bylaws in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words were used in these Bylaws in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE June 28, 2022	ITEM M-13	SUBJECT: Health Insurance Consulting Services	PAGE 1 OF
<u>EXPLANATION & SUMMARY:</u> The Finance and Purchasing Department received a request from the Human Resources Department to review a cooperative contract with the Town of Leesburg for “Health Insurance Consulting Services” with McGriff. The Town of Leesburg previously competitively solicited this services in October, 2019 and modified their contract 100170-FY20-03 to extend in 2020 and 2021. The contract can be extended until October 2023. Section 2.2-4604 of the Virginia Public Procurement Act authorizes the County to cooperatively contract with McGriff for this service under the same contract pricing, terms, and conditions. In addition, the Finance and Purchasing Department sought additional quotes to ensure the McGriff contract was the best value to the County. Previously, the County had contracted with McGriff using a different method of payment. This method was commission-based with a five percent (5%) commission on all claims paid directly from the health insurance provider to McGriff. The estimated cost for FY22 was \$80,000.00. A commission method of payment does not allow the County to control costs and the costs themselves may not be included in the budget process. Staff felt that a firm fixed price contract was proactive in determining the cost for services and would allow costs to be part of the budget process. Staff recommends the Board approve the enclosed McGriff Cooperative Contract for “Health Insurance Services” for \$32,000 beginning July 1, 2022. <u>COST & FINANCING:</u> Funding for this purchase in the amount of \$32,000.00 is spread throughout the health insurance budget (Hospital Medical account 2005) of all county departments with active health insurance. <u>PROPOSED OR SUGGESTED MOTION:</u> I move the Board of Supervisors approve the cooperative contract with McGriff for a firm fixed price of \$32,000.00. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney on behalf of the County. or I move that the Board of Supervisors table the request for further discussion.			
SUBMITTED BY: Alisa Scott, Deputy Finance Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

Employee Benefits Broker Service Agreement

THIS BROKER SERVICE AGREEMENT (this "Agreement") is between **MCGRIFF** ("McGriff") and **COUNTY OF WARREN** (the "Client").

The Client and McGriff agree as follows:

1. McGriff will solicit, negotiate and service insurance policies for the Client for the coverages described on Exhibit A hereto (Insurance Placement) and provide the Employee Benefit Management Services described on Exhibit B hereto (Employee Benefit Management Services).
2. The Client will provide McGriff with all information necessary to enable McGriff to provide Insurance Placement and Employee Benefit Management Services.
3. McGriff agrees to perform the services described in this Agreement in a professional and timely manner.
4. The parties agree and understand the Client is not under any legal or other obligation to purchase any insurance product through McGriff in its capacity as either a producer or consultant, and that the purchase of any insurance product or employee benefit management services is purely voluntary by the Client.
5. Remuneration:
 - A. The Client will pay McGriff a fee in the amount of **\$32,000.00** (the "Fee") for Insurance Placement and Employee Benefit Management Services. The Fee may be refundable, in whole or in part, in accordance with Section 11 of this Agreement.
 - B. The Fee will be payable upon receipt of a **quarterly** invoice by the Client.
 - C. If McGriff receives commission for Insurance Placement with respect to one or more of the Insurance Policies described on Exhibit A (a "Commission"), the Fee will be reduced by the amount of such Commission. Final adjustments to the Fee amount will be made by McGriff after the determination and receipt by McGriff of all Commissions, net of any adjustments pursuant to any audit, endorsement, accounting reconciliation or other applicable business process.
 - D. The Client acknowledges that:
 - (i) receipt of a Commission constitutes remuneration of McGriff for Insurance Placement with respect to the applicable Insurance Policies under the Program;
 - (ii) the remaining Fee does not include remuneration of McGriff for Insurance Placement with respect to the Insurance Policies for which McGriff receives Commission; and
 - (iii) the remaining Fee is separate from and in addition to any such Commission.
 - E. With respect to Insurance Placements and/or Employee Benefit Management Services undertaken on behalf of the Client that are not contemplated by this

Agreement, McGriff may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements. McGriff will make information regarding such Agreements and compensation available to the Client upon request.

6. McGriff also may receive "profit commissions," "Tier II commissions," or other compensation, including non-monetary awards (e.g., trips and other prizes) from insurers, trade organizations, or business partners. All such compensation is expressly excluded from and shall not be credited to or offset against the McGriff compensation under this Agreement.
7. McGriff reserves the right to engage its related affiliates and subsidiaries in connection with the execution of Broker Services Agreements. Use of these business partners and service providers could result in the accrual of additional income to McGriff-related subsidiaries and affiliates.
8. From time to time, McGriff may share opinions or content regarding third parties, or make referrals to third party products and services ("Third Party Services"). Any Third Party Services, or links to third party sites shared or posted on McGriff website or social media sites do not constitute an endorsement of any individual, organization, service, or product by McGriff, nor does such activity indicate an affiliation with or sponsorship of the third party by McGriff. Any third party claims regarding their products or services contained in their written materials or on the third party websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement, of McGriff, its employees, directors, officers, parents, or affiliates that those claims are accurate. McGriff IS NOT LIABLE FOR ANY THIRD-PARTY SERVICES OR THE STORAGE OR BREACH OF YOUR CONFIDENTIAL INFORMATION RELATED TO SUCH THIRD-PARTY SERVICES. WE ARE NOT RESPONSIBLE FOR AND DO NOT OFFER ANY WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, RELIABILITY OR ANY OTHER ASPECTS OF PRODUCTS OR SERVICES FROM THIRD PARTIES. YOU RELEASE US FROM ANY DAMAGES THAT YOU INCUR AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST US ARISING FROM YOUR USE OF PRODUCTS OR SERVICES FROM THIRD PARTIES.
9. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of **Virginia**.
10. This Agreement commences on **July 1, 2022** and ends on **June 30, 2023**. Either party may terminate this Agreement upon 30 days advance written notice to the other party.
11. Unless otherwise prohibited by law or regulation, should this Agreement be terminated in accordance with Section 10, Client will pay McGriff a prorated portion of the Fee through the date of termination.

12. The following exhibits are made a part of this Agreement and are incorporated herein:
 1. Exhibit A - Insurance Placement
 2. Exhibit B - Employee Benefit Management Services
 3. Exhibit C - Additional Terms to the Agreement

unless a breach occurred due to McGriff's negligence.

IN WITNESS WHEREOF, the Client and McGriff have executed this Agreement as of the Commencement Date indicated above.

MCGRIFF

COUNTY OF WARREN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

The Client has requested Insurance Placement, as referenced in Section 2, by McGriff for the following lines of coverage:

Medical Coverage
Dental Coverage
Vision Coverage

McGriff will negotiate the pricing and terms of the coverages with selected insurance companies and/or Third COUNTY OF WARREN Party Service Providers. At the end of the marketing process and upon the Client's request, McGriff will provide the Client with a report summarizing the results of such negotiations.

In connection with the coverages listed above, McGriff will provide the following services during the term of this Agreement:

- a. Confirmation of evidence of insurance (binders, cover notes) or the status of a placement will be provided and delivered to Client prior to the renewal date;
- b. Arrangement of periodic meetings with Client at mutually agreed upon times to discuss pertinent topics;
- c. Monitor issuance of certificates of insurance from insurance companies
- d. Provision of claim reports and loss runs upon reasonable request;
- e. Check for accuracy of all Insurance Policies in the Program before delivery to the Client.

EXHIBIT B

Employee Benefit Management Services

- A. Strategic Benefit Planning.** Agent/Broker will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Agent/Broker will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Agent/Broker will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. Funding.** Agent/Broker will provide counsel regarding program funding alternatives, including reviewing fee proposals and recommending budget rates, employee contribution rates, and COBRA rates.
- E. Vendor Selection.** Upon client request, Agent/Broker will prepare Request(s) for Proposal (RFP), analyze RFP's and prepare a summary report outlining responses. Vendors include, but are not limited to:
- Voluntary Worksite Programs
 - Wellness and Population Health Management Programs
 - Third Party Claims Administration
 - Utilization Review Programs
 - IRS Code Section 125 Programs
 - Preferred Provider Network Plans
 - Benefits Administration and Outsourcing Tools
 - Communication Services
 - Health Savings Account Services
 - ERISA Compliance (i.e.: 5500 Filings, ERISA Wrap Document, SPDs)
 - Private Exchange Solutions
 - Retirement Plan Consulting Services
 - Health and Welfare Actuarial Services
- F. Communication.** Agent/Broker will assist in drafting employee communications regarding benefit program performance and changes and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

- G. Compliance Tools & Legislative Information.** Agent/Broker will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, Section 125, ERISA, and ACA.
- H. Meetings with Client and Vendors.** Services will include attendance at and facilitation of the following meetings with Client and vendors to facilitate program management including day-to-day operations and planning program changes:
- Upon Client request, Agent/Broker shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Clients organization.
- I. Data Analysis.** Agent/Broker will provide Client with summary comparisons and work with Client and TPA to secure additional reports as needed for claims analysis.
- J. COBRA Administration:** Agent/Broker will coordinate COBRA Administration through McGriff Employee Benefit Solutions.

EXHIBIT C
Additional Terms to the Agreement

1. Non-Discrimination: During the performance of this agreement, McGriff agrees that McGriff will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, or any other basis prohibited by state law relating to employment except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the McGriff. McGriff agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. McGriff in all solicitations or advertisements for employees placed by or on behalf of McGriff will state that McGriff is an equal opportunity employer. McGriff 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 subcontractor or vendor. **The Owner of Warren does not discriminate against faith-based organizations.**

2. Drug-free Workplace.

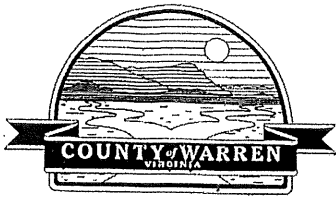
A. During the performance of this contract, McGriff agrees to (i) provide a drug-free workplace for McGriff's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the McGriff'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 McGriff that McGriff maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. 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 McGriff 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.

3. Compliance with Immigration Laws: McGriff agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

5. Non-Assignability: McGriff understands that this Contract is a contract with the personal services of McGriff and that it is made by the Owner in reliance on McGriff's personal skills and knowledge in the activity to be conducted and as represented by McGriff. Accordingly, this Contract is non-assignable by McGriff without the express written advance permission of the Owner.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	M-14	Conditional Use Permit #2022-05-01 Ferhan Ture <i>Short-Term Tourist Rental</i>
<u>EXPLANATION & SUMMARY:</u>		
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, June 8, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that 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 operation permit for a three-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.

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:

Chase Lenz, 
Zoning Administrator

DISPOSITION OF BOARD:

☐ APPROVED ☐ OTHER (Describe)

**PROCESSED
BY:**



Conditional Use Permit 2022-05-01: Short-Term Tourist Rental

Owner/Applicant: Ferhan Ture

Prepared: April 28, 2022

Staff Contact: Chase Lenz, Zoning Administrator

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental for the property he purchased in November of 2020. The owner recently finished a basement suite in the dwelling and would like to make it available year-round for short-term visitations for couples and families visiting the Warren County area. The applicant and his wife will manage the property personally while residing in the main section of the dwelling.

PROPERTY INFORMATION

Property Location: 959 Thunder Road

Tax Map ID: 36C--2-7--88

Magisterial District: Fork

Subdivision: Haynes-Anderson (Thunderbird)

City: Front Royal

Zoning: Agricultural (A)

Acres: 5.204 Acres

Existing Land Use: Single-Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

South: Agricultural (A)

East: Agricultural (A)

West: Agricultural (A)

Use: Single-Family Dwelling

Use: Single-Family Dwelling

Use: Single-Family Dwelling

Use: Single-Family Dwelling, Vacant - Woodlands

PROPERTY HISTORY

The dwelling on the subject property was constructed in 2016. This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. The property owner was issued a Notice of Violation in January of 2022 for operating a short-term tourist rental without an approved conditional use permit. Upon notification of the requirement for a conditional use permit, the property owner ceased the use and worked with county staff to begin the conditional use permit process.



COMPATIBILITY WITH THE COMPREHENSIVE PLAN

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

ATTACHMENTS

☐ Agency Comments

☐ Location Map

☐ Application

☐ Public Comments

☐ Health Permit

☐ Submitted Plans

☐ Letter from Applicant

☐ Other: _____

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. There is a Health Department operation permit on file approving six (6) occupants for the dwelling. The applicant has provided documentation requesting a maximum of six (6) occupants. Warren County Assessment data lists three (3) bedrooms in the dwelling.
- 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 four 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; all but one of which contain single-family dwellings. Most of the surrounding area is wooded land containing single-family dwellings.
- 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. Comments have been requested from the Thunderbird Farms 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 dwelling does meet the setback requirement to adjacent single-family dwellings. The closest dwelling is 147' to the southeast.**

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 six as determined according to the Health Department operation permit for a three-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.

Cc: Ferhan Ture – Owner/Applicant

To Warren County Planning Commission:

I am writing this letter in support of my application to obtain a conditional use permit (CUP) for my house at 959 Thunder Rd (Front Royal, VA), as part of Thunderbird Farms.

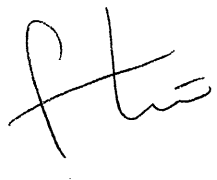
My wife and I purchased this house in December of 2020 because we wanted to get away from the city and the pandemic situation made it easy for us to work remotely. The basement was unfinished when we purchased the home so we decided to renovate and create a two-bedroom suite downstairs, with a separate entrance through the side.

Our primary goal is to enjoy the house, the community, and the surrounding nature, but we also want to share this with couples and families that want to visit and cannot afford the hotels and the larger rental houses. We would like to rent out our basement suite for an affordable amount, limiting it to a max of 4 adults and up to 2 kids. We expect most guests to be couples in their 30s-40s, with a single car, looking for a peaceful weekend. By only renting out part of the house, we will be able to make sure that the guests abide by the community rules and the house rules, which would strictly disallow parties of any kind.

Thank you for your consideration.

Regards,

Ferhan Ture

 3/10/2022

**WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION**

Application Number: 2022-05-01
Date Received: 3.25.2022
Fee Amount: \$ 500.00 CK#137
Date Paid: 3.25.2022

Applicant Information:

Ferhan Ture
Applicant Name

959 Thunder Rd Front Royal VA 22630
Address City State Zip

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

301-339-4053 FERHAN.TURE@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: 959 Thunder Rd Front Royal VA 22630
(2) Election District: 6
(3) Tax Map Number: 36C 27 88
(4) Subdivision Name: _____
(5) Total Area of Property (acres): 5.204
(6) Total Area to be Used (acres): _____
(7) Total Road Frontage (feet): _____
(8) Depth of Property (feet): _____
(9) Present Zoning: Agricultural (according to warren GIS website)

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short-term rental (AirBnB)
- (2) Current land use and condition of site: Residential
- (3) Zoning of surrounding land/property: _____
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: none
- (6) Season, days, and hours of operation: All-year (depends on demand)
- (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: 4
- (12) Number of parking spaces to be provided: Regular 2 Handicap 0
- (13) What is the proposed landscaping and buffering for this property? None

C. Plans Prepared By

Name: N/A

Address: _____

Telephone Number: _____

D. Environmental Information

- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?)
Tenants will be required to follow community rules and respect the neighbors. Airbnb review and rating system will be used to ensure tenants are vetted and they do not cause any adverse impact.

(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?) All household trash will be disposed by cleaning staff.

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

NO

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

NO

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

NO

(6) What will be the impact on traffic?

No impact since most tenants will have one car and we will not be in town while we have tenants.

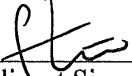
(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level.)

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.**
Take Royal Ave until merge onto 340 then take
the next right to 619. Shortly after passing
Fivemont Grocery on the right, turn left to 673.
At next junction stay left to Downing Farm Rd, and
then stay right to Thunder Rd. After the curve
the house will be on the right. Green color with steep driveway

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

3/8/2022
Date


Property Owner Signature

3/8/2022
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.

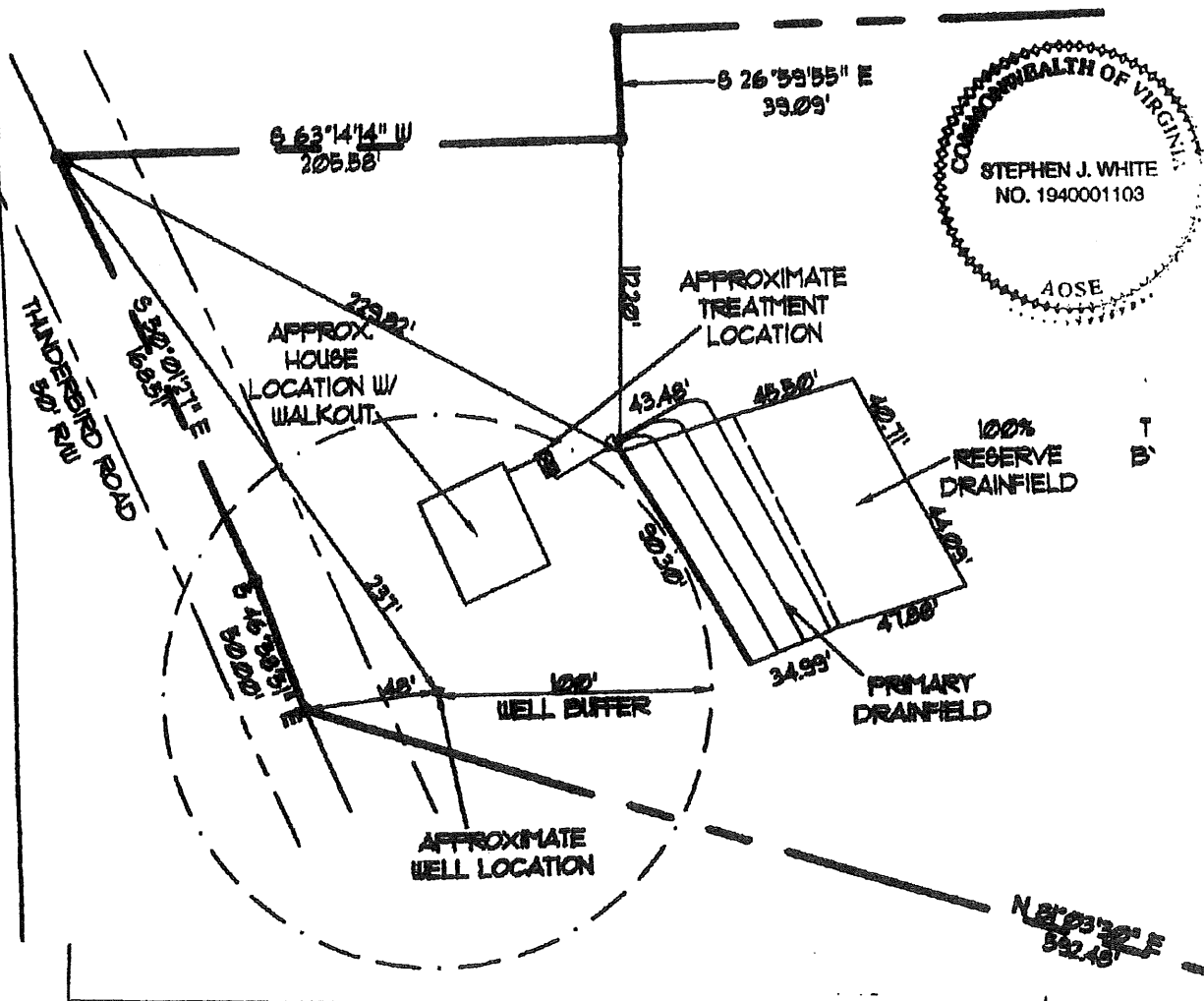
NOTES

Construction Drawings

Property ID: 36C-2-7-88

See engineer design plans

LOT 87

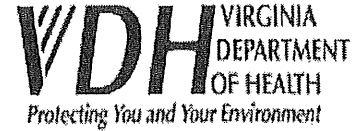


Schematic drawing of sewage disposal system and topographic features. Show the lot lines of the building lot and building site, sketch of property showing any topographic features which may impact on the design of the system, all existing and/or proposed structures including sewage disposal systems and wells within 200 feet of sewage disposal system and reserve area. The scale drawing of the sewage disposal system shall show sewer lines, pretreatment unit, pump station, conveyance system, and subsurface soil absorption system, reserve area, etc. When a nonpublic drinking water supply is to be located on the same lot, show all sources of pollution within 200 feet.

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



April 25, 2022

Chase Lenz, Zoning Administrator
Warren County Planning and Zoning
220 N Commerce Ave., Suite 400
Front Royal, Virginia 22630

RE: Request for Comments (2022-05-01)
Owner: Ferhan Ture

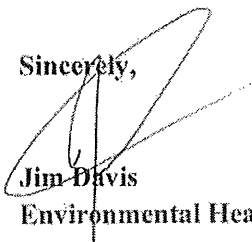
Dear Mr. Lenz,

I have reviewed your request for comments regarding the property at 959 Thunder Rd. Front Royal, VA (Tax Map# 36C-2-7-88) and I offer the following comments:

1. There is a Construction Permit, ROI and Operation Permit on file for the referenced property dated 8/07/2015, 6/22/2016 and 5/21/2016 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

Chase Lenz

From: David Beahm
Sent: Tuesday, May 24, 2022 4:38 PM
To: Matt Wendling; Chase Lenz
Cc: Paula Fristoe
Subject: Request for Comments 2022-05-01 – Ferhan Ture – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000176-2022

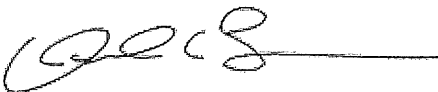
Comments 2022-05-01 – Ferhan Ture – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000176-2022:

NOTE: From the information provided it would appear that work has been completed without permits ("The basement was unfinished when we purchased the home so we decided to renovate and create a two-bedroom suite downstairs, with a separate entrance through the side.") having been obtained. The only permit on file is for the original house construction started in 2015 and completed in 2016. Any work that may have been completed that required permitting would be in violation and would need to be addressed prior to Building Inspections being able to provide approval for this request.

- Erosion and Sediment Control 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 "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 it as a short-term rental.
 - Given the timeframe that the structure was originally built it may not 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

dbeahm@warrencountyva.net

www.warrencountyva.net

540/636-9
FAX 540/636-4

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: Sherre Christiansen <vp@thunderbirdfarms.org>
Sent: Thursday, June 2, 2022 1:29 PM
To: ferhan.ture@gmail.com; Matt Wendling
Cc: president@thunderbirdfarms.org; squeakywheel411@yahoo.com; hornickw@comcast.net; dkhorgan6@yahoo.com; secretary@thunderbirdfarms.org; treasurer@thunderbirdfarms.org; rbkp52@comcast.net; jennifer.dasom.anderson@gmail.com
Subject: CUP for 959 Thunder Rd

Hi Ferhan and Matt:

Based on the vote outlined below of the responding property owners, the POA and does not oppose Ferjan's short term rental application. Individual property owners may speak for or against the CUP, but they can only express their personal views and not the approved position of the POA and POA Board.

As you see below, the vote failed by a very slim margin (66.1% with 66.7% required for passage.) At some point in the future, a group of property owners may petition the Board for another Short Term Rental exclusion vote, but as of now, the official position of the POA and POA Board is not to oppose Short Term Rental CUP applications.

Please let me know if you have any questions or concerns.

Best wishes,

Sherre

Sherre Christiansen

Vice President

Thunderbird Farms Property Owners Association

Proposal 4 - Prohibit Short Term Rentals

Number of votes for: 74

Number of votes against: 38

Number of abstentions: 3

Total votes cast: 112

Percentage of votes cast for the proposal: 66.1

Result: NOT PASSED

Matt Wendling

From: Shawn Davis <shawndavis747400@gmail.com>
Sent: Wednesday, June 1, 2022 5:36 AM
To: Matt Wendling
Subject: June 8th Public hearing

Hi Matt,

I am unable to attend the June 8th hearing.

Regarding the 959 Thunder Rd. Request by Ferhan Ture.....
I approve.

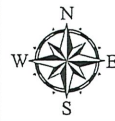
I live across the street.

Thank you,
Shawn Davis
1010 Thunder Rd.



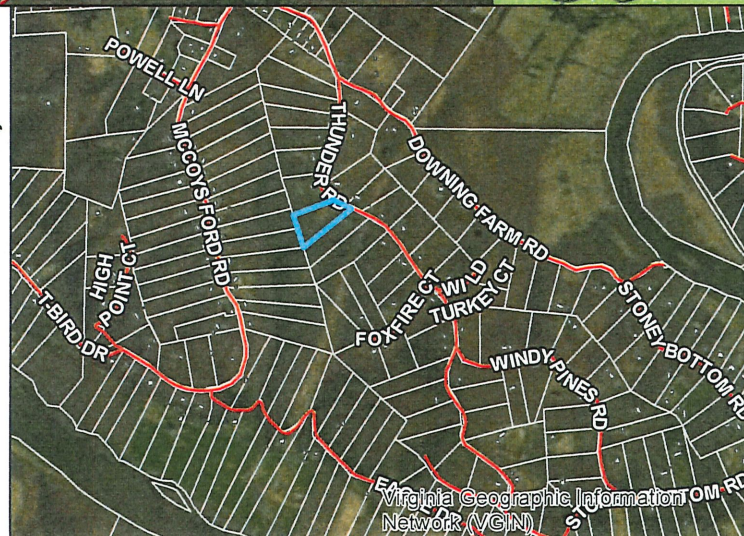
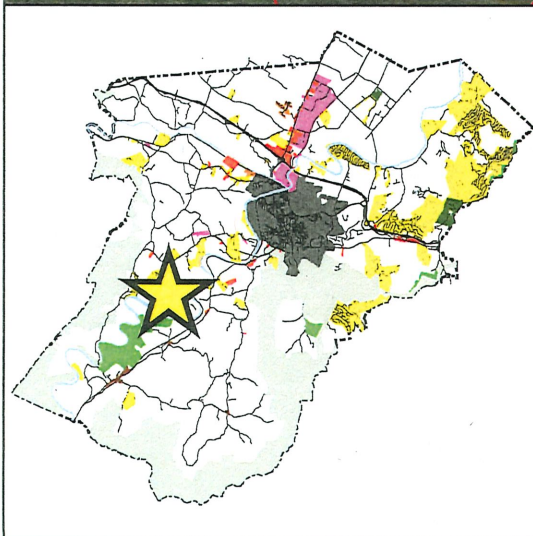
Warren County VA

CUP Location Map



Short Term Tourist Rental
Applicants: Ferhan Ture

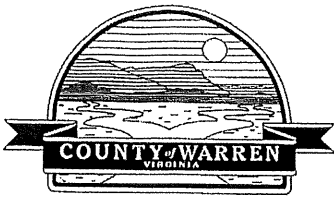
TM 36C--2-7--88
959 Thunder Rd



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	M-15	Conditional Use Permit #2022-05-02 Douglas & Christina Alley <i>Private Use Camping (Non-Commercial)</i>
<u>EXPLANATION & SUMMARY:</u> 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, June 8, 2022, 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 4-0.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that the following conditions should be applied:

1. The applicants shall comply with all Warren County Health Department regulations and requirements.
2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.
3. Any development, structure or fencing shall require a building and zoning permit.
4. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for Private Use Camping for advertisement of a public hearing.

SUBMITTED BY:

Matt Wendling, CFM
Planning Director
County Floodplain Manager

**DISPOSITION OF BOARD:**

☐ APPROVED ☐ OTHER (Describe)

**PROCESSED
BY:**



Conditional Use Permit: 2022-05-02 / Private Use Camping (Non-Commercial)

Douglas & Christina Alley, Current Owner/Applicant

Staff Report for the Planning Commission

Prepared: April 8, 2022

Staff Contact: Matt Wendling, Deputy Planning Director/County Floodplain Manager

A handwritten signature in dark ink, appearing to read "MW", is written over the staff contact information.

SUMMARY OF REQUEST

The applicants are requesting a conditional use permit for Private Use Camping on a lot in the Man-Da-Lay subdivision which is located in the Special Flood Hazard Area (SFHA). The applicants recently purchased the lot in August 2021 from a long time property owner who never improved the lot, it's currently mostly wooded. The CUP would also allow them to erect a single accessory structure up to 200 sq. ft. for storage of recreational and property maintenance equipment with the issuance of a building permit.

PROPERTY INFORMATION

Property Location: Burma Rd.

Tax Map ID: #19H-1 – Parcel 17

Magisterial District: North River

Subdivision: Man-da-lay

This subdivision is completely located within the Special Flood Hazard Area, Floodzone "A"

City: Front Royal

Zoning: Residential One (R-1)

Acres: 0.24 Acres

Existing Land Use: Vacant Lot

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

South: Agricultural (A)

East: Residential One (R-1)

West: Residential One (R-1)

Use: Shenandoah River – Recreational Lot

Use: RR Right-of-Way – Trailer Park

Use: Vacant Lot - Recreational Use with CUP

Use: Vacant Lot - Recreational Use with CUP

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Residential One (R-1) zoning district. The previous owner lived out of state and owned it since 1985. There are a number of properties on this road which have been issued Conditional Use Permits for this use.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. Private Use (Non-commercial) Camping is a use allowed by conditional use permit in the Residential One (R-1) zoning district and is compatible with the current Warren County Zoning Ordinance Section §180-22.

PROPOSAL:

Private Use Camping (non-commercial) is defined by the Warren County Zoning Ordinance as, "No more than two major recreational vehicles used for living, sleeping or other occupancy on any lot or combination of lots under one ownership, provided that such use is limited to the owner, family members or guests, and no fee is charged for camping."

SUPPLEMENTARY REGULATIONS FOR MAJOR RECREATIONAL VEHICLES AND EQUIPMENT

§ 180-40.1 Major recreational vehicles and equipment.

[Added 1-16-1996; amended 10-18-2011; 8-18-2020]

A. Statement of intent. These provisions are intended to ensure that camping in major recreational vehicles and the parking, storage and use of major recreational equipment is conducted in a safe and healthful manner.

B. For the purposes of this section, the term "major recreational equipment" shall include "major recreational vehicles."

C. Parking, storage and use of major recreational equipment in residential districts. The following regulations shall apply to major recreational equipment in residential districts:

(1) No major recreational equipment shall be used for living, sleeping or other occupancy when parked or stored on a residential lot or in any other location not approved for such use.

(2) Major recreational equipment not parked or stored in a garage, carport or other building. All major recreational equipment shall be located at least three feet from all buildings and shall not be located in any front yard, except in a driveway, perpendicular to the street and a minimum of 10 feet from the right-of-way.

D. Limitation on parking and storage of inoperative major recreational equipment. No more than one inoperative major recreational equipment item shall be parked or stored outdoors on any lot or combination of contiguous lots under one ownership.

E. Use and location of major recreational vehicles where permitted.

(1) The placement of major recreational vehicles on vacant lots shall comply with the established setbacks of the respective zoning district.

(2) Major recreational vehicles shall not be used as a permanent dwelling but as temporary living quarters for recreational camping, travel or seasonal use.

(3) Major recreational vehicles shall not be used for storage facilities.

F. Parking, storage and use of major recreational equipment within the special flood hazard area (SFHA). The following regulations shall apply to major recreational equipment within the SFHA:

(1) Be on site for less than 180 consecutive calendar days in any one year; be fully licensed and ready for highway use.

(2) The major recreational equipment is ready for highway use if it is on its wheels or jacking system, attached to the site by only quick disconnect-type utilities and securities and has no permanently attached additions.

(3) The parking and storage of inoperative major recreational equipment shall be prohibited.

RECOMMENDED CONDITIONS

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

1. The applicants shall comply with all Warren County Health Department regulations and requirements.
2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.
3. Any development, structure or fencing shall require a building and zoning permit.
4. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.

Cc: Douglas & Christina Alley – Owners/Applicants



Figure 1 Adjacent Parcel Lot 16

Date: March 31, 2022

To: Planning Department

From: Douglas & Christina Alley

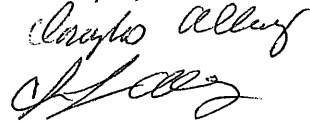
Subject: Conditional Use Permit Application

Statement of Justification:

Douglas and Christina Alley are looking for approval from the Board of Supervisors for private use camping/recreational – Lot 17 Mandalay. Tax Map # 19H 1 17.

Lot 16 and 18 both have been approved for private use camping.

Thank you,

Handwritten signatures of Douglas and Christina Alley. The first signature is "Douglas Alley" and the second is "Christina Alley".

Douglas & Christina Alley

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-05-02
 Date Received: 3-31-2022
 Fee Amount: \$ 200.00 CK# 8075
 Date Paid: 3-31-2022

Applicant Information:

Douglas & Christina Alley
 Applicant Name

1474 Mt. Olive Rd Toms Brook VA 22660
 Address City State Zip

Lot 17 - Mandalay North Fork of the Shen. River
 Property Location for conditional use permit if Different than Applicant's Address

540-539-1819 Pearlalley@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: Mandalay -
- (2) Election District: Warren County, VA
- (3) Tax Map Number: 19H117
- (4) Subdivision Name: _____
- (5) Total Area of Property (acres): .24
- (6) Total Area to be Used (acres): .24
- (7) Total Road Frontage (feet): 60 Ft
- (8) Depth of Property (feet): 120 Ft
- (9) Present Zoning: _____

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Camping - Recreational
- (2) Current land use and condition of site: Lot
- (3) Zoning of surrounding land/property: Camping Lots
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: N/A
- (6) Season, days, and hours of operation: Late Spring - early Fall
- (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.) N/A
- (9) Number of full time employees: N/A
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: N/A
- (12) Number of parking spaces to be provided: Regular ☒ Handicap _____
- (13) What is the proposed landscaping and buffering for this property? N/A
- _____

C. Plans Prepared By

Name: N/A

Address: _____

Telephone Number: _____

D. Environmental Information

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

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

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

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. 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? 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. 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 1/2 x 11 size paper.

☐ **A Site Plan/Survey.**

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

☐ **Sewage Disposal and Well Site.**

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

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

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

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

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

☐ **Environmental and Community Impact Statements**

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

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

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

☒ **Location Map**

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

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

Take 220 N Commerce Ave Front Royal, VA
Take 3rd St. to N. Commerce Ave, Continue on
N Commerce Ave and take US-340 N/US 522 N/W
Shenandoah Ave & VA-55 w/w Strasburg Rd
to Homestead Drive, North Fork Resort

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.

Douglas & Christina Alley
Applicant Signature

3-30-2022
Date

Douglas Alley
Property Owner Signature

Christina Alley

3-30-2022
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



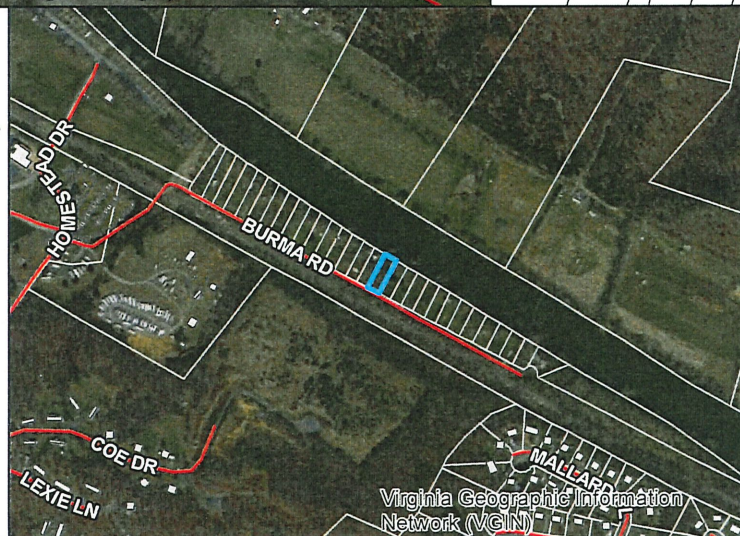
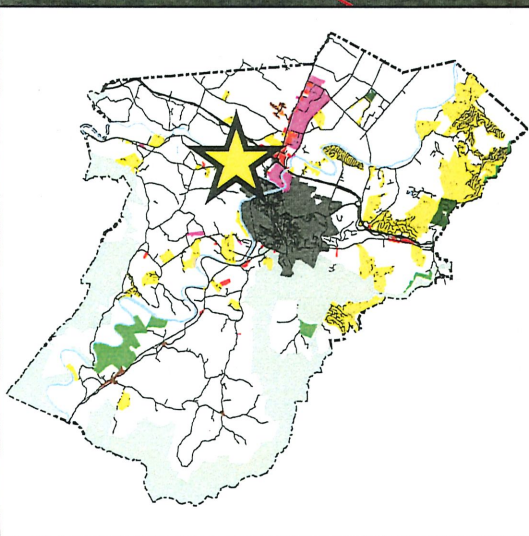
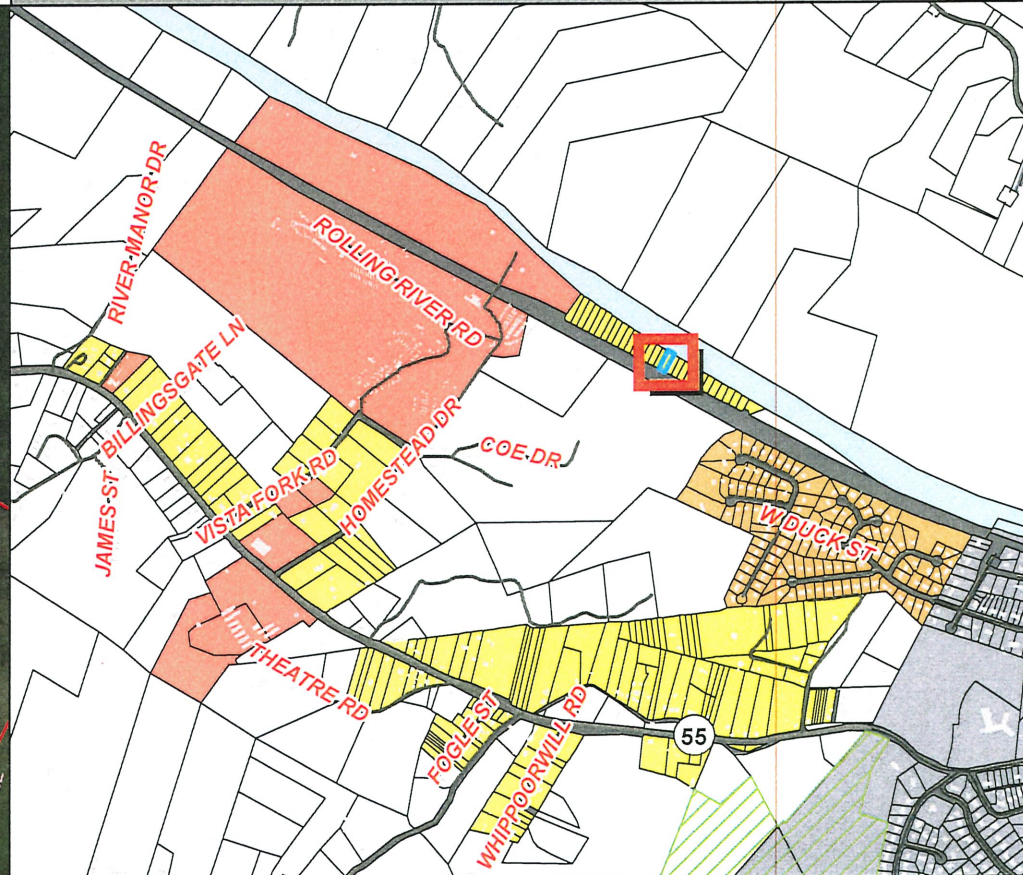
Warren County VA

CUP Location Map



Private Use Camping
Applicants: Douglas & Christina Alley

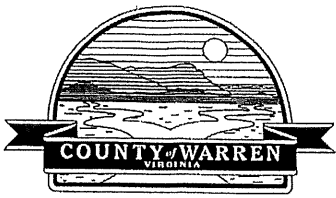
TM 19H-1---17
Burma Rd



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	M-16	Conditional Use Permit #2022-05-03 Seung Wan (Brian) Suh <i>Bed & Breakfast</i>
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, June 8, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that 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 (6) as determined according to the Health Department operational permit for a three-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.

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



Conditional Use Permit: 2022-05-03/ Bed & Breakfast

Seung Wan (Brian) Suh, Applicants/ Owners

Staff Report for the Planning Commission

Prepared: April 15, 2022, Revised:

Staff: Matt Wendling, Deputy Planning Director/County Floodplain Manager

A handwritten signature in black ink, likely of the staff member mentioned in the text.

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. The applicant states that he and his wife plan to reside at the property full-time in the future and will only be renting one or two bedrooms while they are staying at the property. The most occupants that will be at the dwelling at any one time will be 6 which includes the homeowners. They plan to serve breakfast to their guests and will comply with all Warren County Health Department regulations for a "commercial" kitchen. They have reached out to their neighbors and have received positive responses since they will be on-site while guests are staying at the Bed & Breakfast.

PROPERTY INFORMATION

Property Location: 198 Ashland Ct.

Tax Map ID: # 30D-1--2

Magisterial District: Happy Creek

Subdivision: Ashland Estates

Special Flood Hazard Area: The property and dwelling are in a Non-Floodzone "X" area.

Town/Village: Front Royal

Zoning: Agricultural (A)

Acres: 5.01

Existing Land Use: Single Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

South: Agricultural (A)

East: Agricultural (A)

West: Agricultural (A)

Use: SFD with Woodlands

Use: SFD with Woodlands

Use: SFD with Woodlands

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. The applicants had applied for a Short-Term Tourist Rental conditional use permit in November of 2021 but withdrew the application shortly afterward due to concerned voiced by his neighbors regarding guests being on-site without the property owners being there.

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 six (6) as determined according to the Health Department operational permit for a three-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.

Cc: Seung Wan (Brian) Suh, *Applicant*



Statement of Justification / House Rules:

198 Ashland Ct, Front Royal, VA 22630

Purpose: Bed & Breakfast

We would like to use the property located at 198 Ashland Ct, Front Royal to operate an owner occupied Bed and Breakfast. Potential guests will be vetted by the owner before accepting bookings.

Owner Occupied Management

The property will be occupied and managed by the owners Seung Suh and Hannah Chung. The neighbors of the property can reach out directly to the owners should any concerns arise.

Contact Information

- Property Managers / Owners:
 - Seung Suh: 714.788.7199
 - Hannah Chung: 949.526.6896

Emergency Information:

In case of emergency, dial 911.

Local hospital: 1.6 miles from the house
Warren Memorial Hospital
351 Valley Health Way, Front Royal, VA 22630
(540) 636-0300

Urgent Care: 2.4 miles from the house
Valley Health Urgent Care Express
415A South St, Front Royal, VA 22630
(540) 636-0495

Local Fire Department:
Front Royal Volunteer Fire and Rescue Department Inc.
Dial 911 to reach fire and emergency services.

Front Royal Police Department: 911
25 E Jackson Street
540-635-2111

Warren County Sheriff's Office: 911
200 Skyline Vista Drive
540-635-4128

Statement of Justification / House Rules:

198 Ashland Ct, Front Royal, VA 22630

House Rules

- Boundaries: The property is located on 5 acres with large trees surrounding the perimeter of the lot which serves as a natural boundary and screening for privacy for the guests as well as neighbors. The property boundaries will be marked by Racey Engineering. Guests are to stay within the property boundaries.
- Quiet hours will be 10pm - 8am and will be enforced by the owners.
- Street safety
- Guests will be notified to limit vehicle speeds to 10 mph due to other families and children living in the neighborhood. If any neighbor sees violation of this they are asked to notify the owner of the property and guests will immediately be removed from the property.
- No hunting on the property or within the community
- No firearms allowed on the property
- No Littering
- ATV's are not permitted
- Respect Ashland Estates residents by not walking/hiking on private property.
- No open fires are permitted on property outside of the use of the firepit upon approval of the owners
- Septic: No flushing of non-biodegradable or food waste down any sinks or toilets
- Absolutely NO DRUGS on the premise
- We enforce a NON smoking policy

**WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION**

Application Number: 2022-05-03
Date Received: 4-12-2022
Fee Amount: \$ 500.00 credit
Date Paid: 4-12-2022

Applicant Information:

Suh, Seung Wan

Applicant Name

198 Ashland Ct, Front Royal, VA 22630

Address

City

State

Zip

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

(714) 788-7199

vkby15@gmail.com

Primary Contact Number

Email

Property Owner (if same as applicant, leave blank)

198 Ashland Ct, Front Royal, VA 22630

Address

City

State

Zip

(714) 788-7199

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: 198 Ashland Ct, Front Royal, VA 22630
(2) Election District: Happy Creek Election District
(3) Tax Map Number: 30D (1) 2
(4) Subdivision Name: Ashland Estates
(5) Total Area of Property (acres): 5
(6) Total Area to be Used (acres): 5
(7) Total Road Frontage (feet): 230.49 ft
(8) Depth of Property (feet): 555 ft
(9) Present Zoning: Agricultural

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Bed & Breakfast
- (2) Current land use and condition of site: Residential / Single family dwelling
- (3) Zoning of surrounding land/property: Agricultural
- (4) Will development be staged? NA ☐ Yes ☐ No
- (5) Construction Time: NA
- (6) Season, days, and hours of operation: Year round
- (7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) no
- (9) Number of full time employees: NA
- (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: 8
- (12) Number of parking spaces to be provided: Regular 4 Handicap _____
- (13) What is the proposed landscaping and buffering for this property? _____
House is already screened by existing vegetation.
Wooded buffer between neighbors

C. Plans Prepared By

Name: Suh, Seung Wan

Address: 198 Ashland Ct, Front Royal, VA 22630

Telephone Number: (714) 788-7199

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?) _____
Trash from guests will be stored in trash cans in the garage and the owner will
dispose of trash at the local trash site
- (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. Noise could be a factor but quiet hours are between 10pm - 8am
and will be enforced by the owner (owner occupied).
- (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? little 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. _____
2 Porch lights, 2 garage lights, 2 backyard lights.
each LED light bulb is currently 10 watts

**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.

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.

☒ **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.

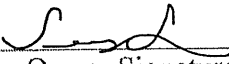
☒ **Directions to your property from the Warren County Government Center.**

Head north toward E 3rd St, turn right onto E 3rd St, Turn right onto N Commerce Ave.

Turn left onto VA-55 E, Turn right onto Ashland Ct, 198 Ashland Ct on the right side.

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.

 4/11/22
Applicant Signature Date

 4/11/22
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

Lord Fairfax Health District

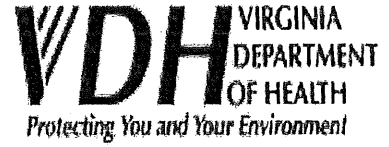
Warren County Health Department

465 West 15th Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

www.vdh.virginia.gov



May 09, 2022

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

RE: Request for Comments (2022-05-03)
Owner: Seung Wan Suh

Dear Mr. Wendling,

I have reviewed your request for comments for a CUP for a Bed and Breakfast the at 190 Ashland Ct. Front Royal, VA. (Tax Map# 30D-1-2) and I offer the following comments:

1. There is a Construction Permit, ROI and Operation Permit on file for the referenced property dated 2/10/2003 (renewed 1/24/2006, 3/22/2006 and 9/26/2006 respectively.
2. The dwelling is served by a Conventional Onsite Sewage System (COSS). The COSS is 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. A permit from our office is required to operate a Bed & Breakfast. The applicant can contact our office to discuss the requirements for permit issuance.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Davis", is written over a horizontal line.

Jim Davis

Environmental Health Supervisor

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



December 29, 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 (2022-12-01)
Owner: Seung Wan Suh

Dear Mr. Wendling,

I have reviewed your request for comments regarding the property at 198 Ashland Ct. Front Royal, VA (Tax Map# 30D-1-2) and I offer the following comments:

1. There is a Construction Permit, ROI and Operation Permit on file for the referenced property dated 2/10/2003 (renewed 1/24/2006), 3/22/2006 and 9/26/2006 respectively.
2. The dwelling is served by a Conventional Onsite Sewage System (COSS). The COSS is designed for Four (4) Bedrooms Conditional to 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,

A handwritten signature in black ink, appearing to read "Jim Davis", written over a horizontal line.

Jim Davis
Environmental Health Supervisor

Matt Wendling

From: Arthur Boyce <bobby.boyce@vdot.virginia.gov>
Sent: Tuesday, December 28, 2021 2:46 PM
To: Joe Petty
Cc: Funkhouser, Rhonda (VDOT); Matt Wendling
Subject: Warren - Rte.55 - Seung Wan Suh Short-Term Rental CUP 2021-12-01

<<...>>

DEPARTMENT OF TRANSPORTATION

Staunton/Edinburg Land Development

14031 Old Valley Pike

Edinburg, VA 22824

Dear Mr. Petty:

We have reviewed the above subject Conditional Use Permit (CUP) application dated November 10, 2021 for impacts to the local roadway system. This application is for the existing dwelling at 198 Ashland Court to be converted to a short-term tourist rental. Ashland Court is a private subdivision road/entrance that was installed under VDOT permit. The proposed use should generate less traffic than the single-family dwelling, therefore we have no objections to this CUP.

We appreciate the County's efforts to include VDOT in the early planning stages for development and the opportunity to provide comments on this Conditional Use Permit. We ask that you include a copy of this transmittal for official public record. If you have any questions or need further information, please do not hesitate to give me a call.

Sincerely,

Bobby Boyce

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

*Ashland Estates Homeowners Association
115 Ashland Ct. Front Royal, Va 22630
Tina Flores, HOA President
(c) (910) 922-0484*

Matt Wendling, CFM
Deputy Planning Director
Warren County Department of Planning
220 N Commerce Avenue, Suite 400
Front Royal VA 22630

Dear Mr. Wendling,

I am writing you in regards to the Conditional Use Permit requested for 198 Ashland Ct, Front Royal. The Restrictive Covenants for Ashland Estates do not specifically address bed and breakfast rentals, therefore, I see no legal impact to the community as a whole. However, I would like to address a few items to the homeowners, on behalf of the Ashland community, before they begin their bed and breakfast business. They need to have a well lit driveway entrance with large and identifiable house numbers so there are no mistakes of tenants driving into neighboring driveways. Safety considerations include the lack of turn lanes and limited visibility due to the crest and overall speed limit on John Marshall HWY. Turning into and from Ashland Ct. can be dangerous due to these safety issues. The neighbors are concerned that information regarding safety and privacy is available and conveyed to the prospective renters. Neighborhood speed limits should be noted as well, there are always young children at play. Additionally, the road up to the Suh property is very steep. Renters need to be able to traverse a snowy or icy hill if they were to stay during a storm, and have vehicles equipped with necessary safety equipment. We appreciate the opportunity to work with the Department of Planning to make the business at 198 Ashland Ct. a safe and successful venture for the entire neighborhood.

Very Respectfully,

Tina Flores
Ashland Estates HOA President

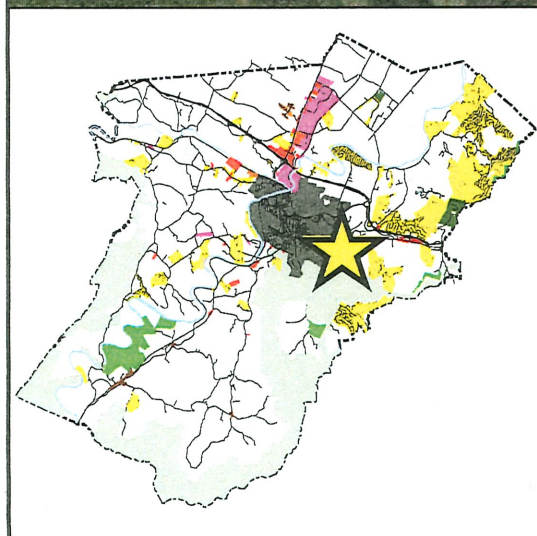
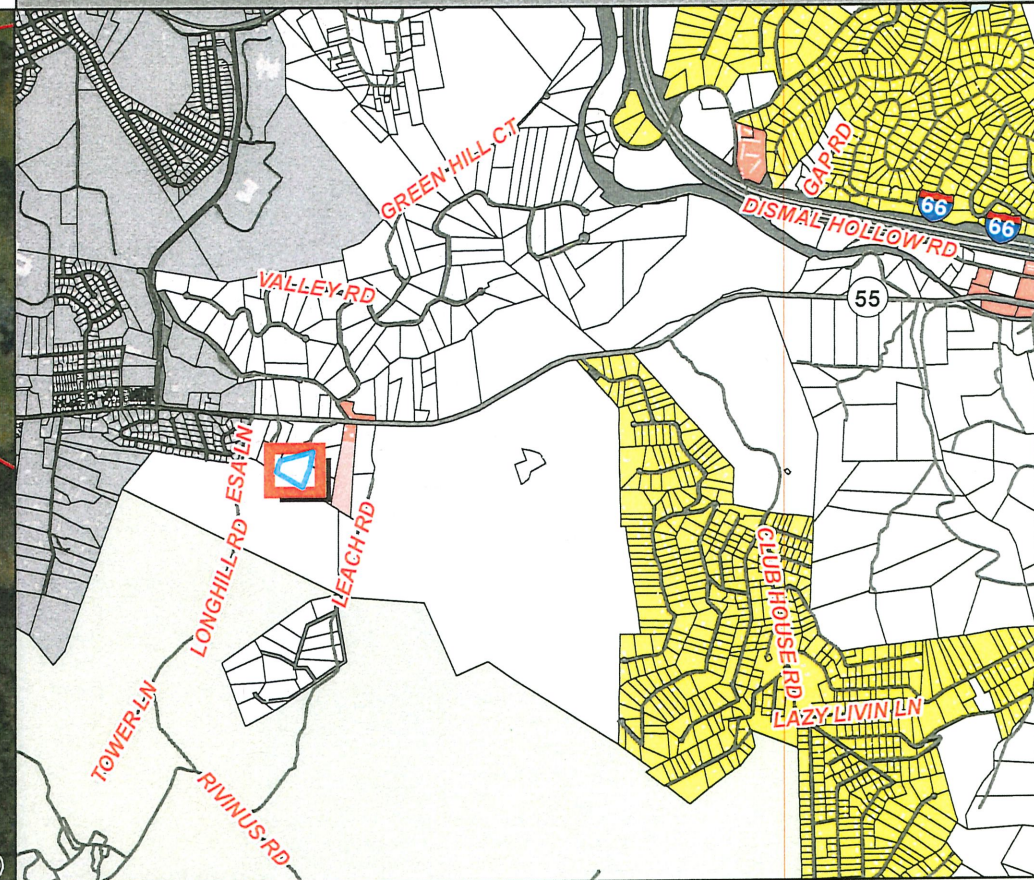
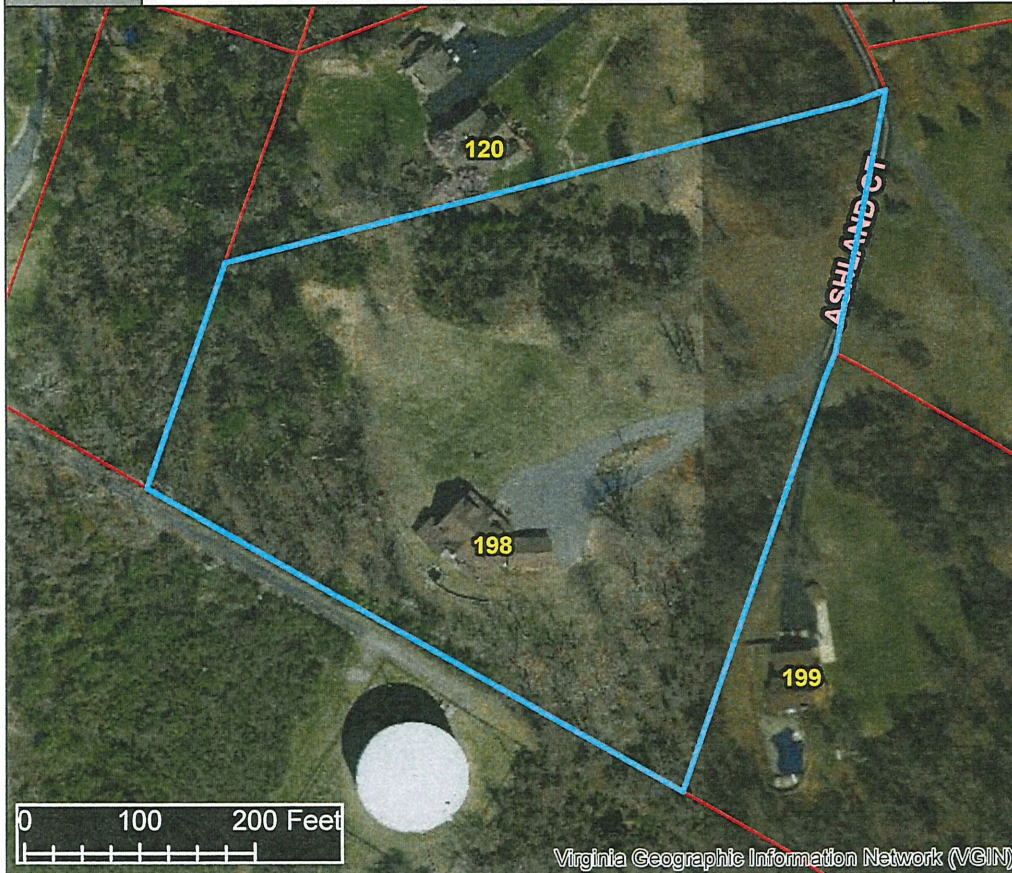
Warren County VA

CUP Location Map



Bed & Breakfast
Applicants: Seung Suh

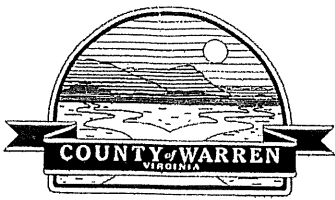
TM 30D--1----2
198 Ashland Court



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	M-17	Conditional Use Permit #2022-05-04 Valley View Ventures, LLC (Brooklyn Steele) <i>Short-Term Tourist Rental</i>
<u>EXPLANATION & SUMMARY:</u> 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, June 8, 2022, Mrs. Richardson moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Henry and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that 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 operation permit for a three-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 on the state road shall be prohibited.

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:

Chase Lenz, 
Zoning Administrator

DISPOSITION OF BOARD:

☐ APPROVED ☐ OTHER (Describe)

**PROCESSED
BY:**



Conditional Use Permit 2022-05-04: Short-Term Tourist Rental

Applicant: Valley View Ventures, LLC (Brooklyn Steele)

Owner: JCPIS43, LLC (Carolyn Patterson)

Prepared: April 29, 2022

Staff Contact: Chase Lenz, Zoning Administrator

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental for the property she is currently renting from her mother-in law. With the owner's consent, the applicant would like to make the property available year-round as a quaint location for short-term visitations for individuals visiting the Warren County area. The applicant will manage the property personally.

PROPERTY INFORMATION

Property Location: 4315 Rivermont Drive

Tax Map ID: 28-----127B

Magisterial District: South River

Subdivision: N/A

City: Front Royal

Zoning: Agricultural (A)

Acres: 2.10 Acres

Existing Land Use: Single-Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

South: Agricultural (A)

East: Agricultural (A)

West: Agricultural (A)

Use: Public Use Park, Skyline High School

Use: Single-Family Dwelling, Veterinary Clinic

Use: Public Use Park

Use: South Fork Shenandoah River

PROPERTY HISTORY

The dwelling on the subject property was constructed in 1978. This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. No zoning violations have been recorded for the property.



COMPATIBILITY WITH THE COMPREHENSIVE PLAN

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

ATTACHMENTS

☐ Agency Comments

☐ Location Map

☐ Application

☐ Public Comments

☐ Health Permit

☐ Submitted Plans

☐ Letter from Applicant

☐ Other: _____

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. There is a Health Department construction permit and record of inspection on file confirming the Conventional Onsite Sewage System is designed for a maximum of six (6) occupants. The applicant has provided documentation requesting a maximum of four (4) occupants. Warren County Assessment data lists three (3) bedrooms in the dwelling.
- 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 four 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 fully screened from the road by elevation change and the dwelling is screened from all adjacent properties by existing woodlands.
- 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. The subject property is not located within a subdivision governed by an 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 dwelling does meet the setback requirement to adjacent single-family dwellings. The closest dwelling, located 220' to the south, is also owned by Carolyn Patterson and her husband.**

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 six as determined according to the Health Department permit for a three-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 on the state road shall be prohibited.

Cc: Valley View Ventures, LLC (Brooklyn Steele) – Applicant, JCIPS43, LLC (Carolyn Patterson) – Owner

03/28/2022

Regarding: 4315 Rivermont Drive, Front Royal, VA 22630

To whom it may concern at the Warren County Planning Commission,

I am writing this statement to request a special permit to list and run a residential property in Warren County as an Airbnb. I will be renting the property from my mother-in-law with approval to list and run as an Airbnb. I will personally be managing the property completely.

The only neighbor this property has is the Patterson's and they are also the owners of this property. This property has a private septic system and will not be reliant on any town amenities. There will only be a maximum of up to four people occupying the property at one time. The property has its own parking in the driveway and there will be no street parking. This property is secluded from the road and will be no sign or any type of alert stating the property is being used under a conditional permit to operate an Airbnb.

This property is in a great location for visitors to enjoy Front Royal without being bothersome to our county's residents. Both myself and the Patterson's have been long term residents of Front Royal and I would love to provide a quaint place for visitors to come and enjoy our town.

Thank you for your consideration.

Sincerely,

Brooklyn Steele, operating as Valley View Ventures, LLC.



Valley View Ventures, LLC (Brooklyn Steele)



Carolyn Patterson

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-05-04
 Date Received: 4.11.22
 Fee Amount: \$ 500.05 CK# 1009
 Date Paid: 4.11.22

Applicant Information:

Valley View Ventures LLC (Brooklyn Steele)
Applicant Name

607 Cresthaven Ct. Front Royal Virginia 22630
Address City State Zip

4315 Rivermont Drive Front Royal VA 22630
Property Location for conditional use permit if Different than Applicant's Address

540-622-0630 valleyventures2021@gmail.com
Primary Contact Number Email

Property Owner (if same as applicant, leave blank)

4305 Rivermont Dr. Front Royal VA 22630
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: 4315 Rivermont Dr. Front Royal, VA 22630
- (2) Election District: _____
- (3) Tax Map Number: 28-127B
- (4) Subdivision Name: _____
- (5) Total Area of Property (acres): 2.5
- (6) Total Area to be Used (acres): _____
- (7) Total Road Frontage (feet): _____
- (8) Depth of Property (feet): _____
- (9) Present Zoning: _____

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Airbnb/Short term Rental
- (2) Current land use and condition of site: Residential
- (3) Zoning of surrounding land/property: Residential
- (4) Will development be staged? ☐ Yes ☐ No
- (5) Construction Time: _____
- (6) Season, days, and hours of operation: ALL YEAR
- (7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO
- (9) Number of full time employees: N/A
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: 0-4 people
- (12) Number of parking spaces to be provided: Regular DRIVEWAY⁽³⁾ Handicap _____
- (13) What is the proposed landscaping and buffering for this property? N/A
- _____

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?) NO
- N/A
- _____

- (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? 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. 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.**

Head towards 340- Turn Right on 619.
First Driveway on the Right. (across from
Warren County Veterinary Clinic)

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.

Brenley H. H. H.
Applicant Signature

3/28/2022
Date

Caryn Ross Patterson
Property Owner Signature

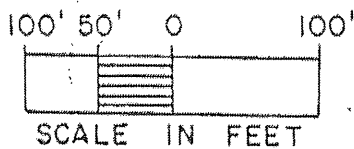
4/9/2022
Date

Accepted by: _____

Date: _____

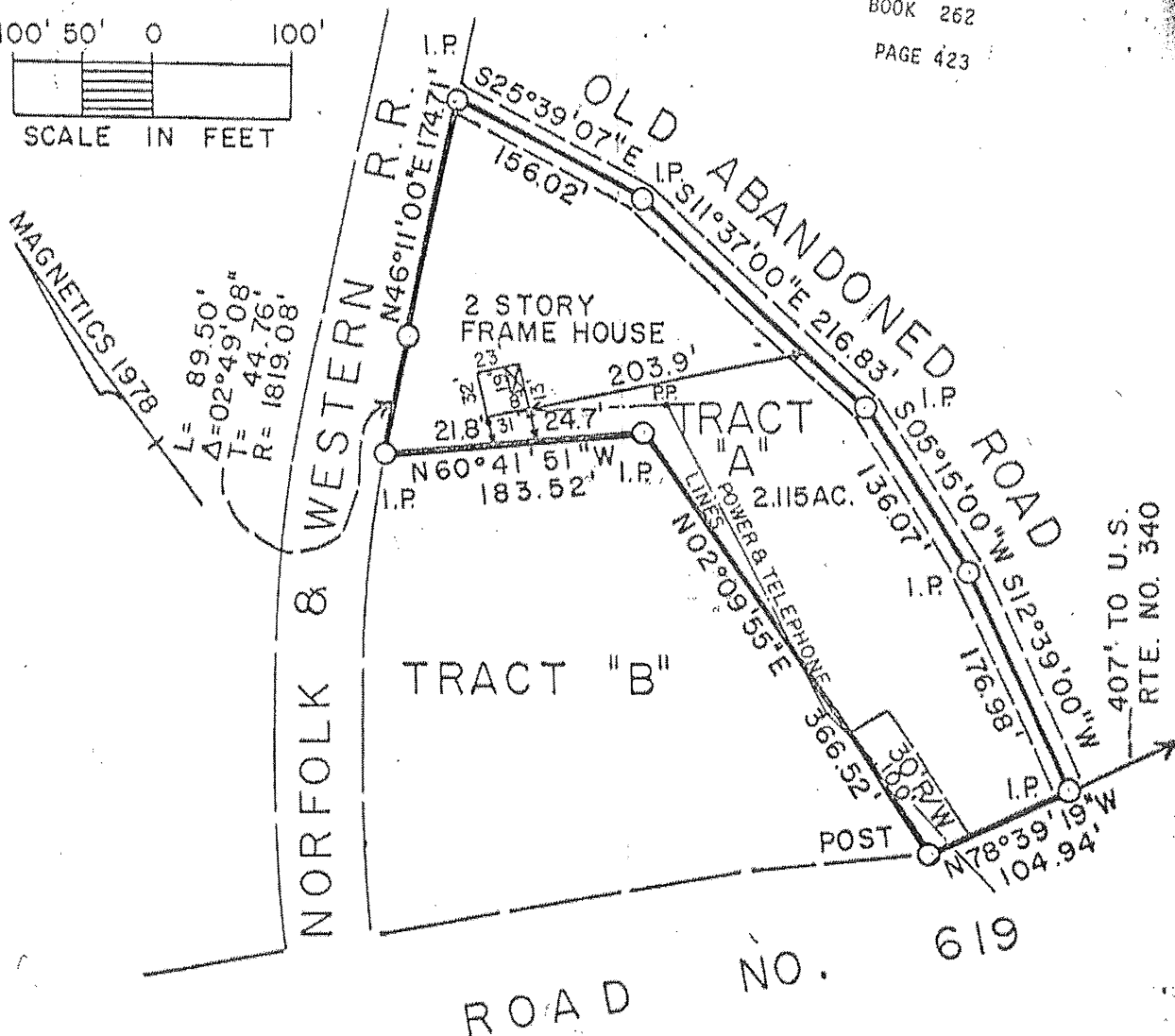
PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

Arcdata/house.jpeg 20529 ^{NOTES}



BOOK 262

PAGE 423



TRACT "A"

2.115 ACRES

JAMES C. WILLIAMS AND CLARE R. WILLIAMS SUBDIVISION

LOCATED ON THE NORTH SIDE OF ROAD NO. 619 A SHORT DISTANCE WEST OF U. S. HIGHWAY NO. 340 ABOUT 1 1/2 MILES SOUTH OF FRONT ROYAL IN SOUTH RIVER DISTRICT, WARREN COUNTY, VIRGINIA.

THIS IS TO CERTIFY THAT ON NOVEMBER 13, 1978, I MADE AN ACCURATE SURVEY OF THE PREMISES SHOWN HEREON AND THAT THERE ARE NO EASEMENTS AND ENCROACHMENTS VISIBLE ON THE GROUND OTHER THAN THOSE SHOWN HEREON.

NOTE: I.P. = IRON PEG
P.P. = POWER POLE

Richard U. Goode
RICHARD U. GOODE
CERTIFIED LAND SURVEYOR
BERRYVILLE, VIRGINIA.
NOVEMBER 13, 1978

WEALTH OF

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



April 25, 2022

Chase Lenz, Zoning Administrator
Warren County Planning and Zoning
220 N Commerce Ave., Suite 400
Front Royal, Virginia 22630

RE: Request for Comments (2022-05-04)
Owner: Brooklyn Steel and Carolyn Patterson

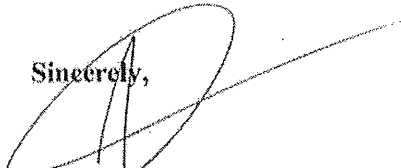
Dear Mr. Lenz,

I have reviewed your request for comments regarding the property at 4315 Rivermont Dr. Front Royal, VA (Tax Map# 28-127B) and I offer the following comments:

1. There is a Construction Permit on file for the referenced property dated 4/16/1983. A ROI is on file.
2. The dwelling is served by a Conventional Onsite Sewage System (COSS). There is no Operation Permit on file but the COSS is designed for Three (3) Bedrooms, Six (6) Occupants and 450 gallons per day under the 1982 SHDR Regulations.
3. The dwelling is served by a private Class IIIB Well.
4. 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

Chase Lenz

From: David Beahm
Sent: Tuesday, May 24, 2022 5:23 PM
To: Matt Wendling; Chase Lenz
Cc: Paula Fristoe
Subject: Request for Comments 2022-05-04 – Valley View Ventures, LLC (Brooklyn Steele) – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000179-2022

Comments 2022-05-04 – Valley View Ventures, LLC (Brooklyn Steele) – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000179-2022:

- 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 A

Suit
Front Royal, VA 2

540/636-

dbeahm@warrencountyva.net

www.warrencountyva.net

FAX 540/636-

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.



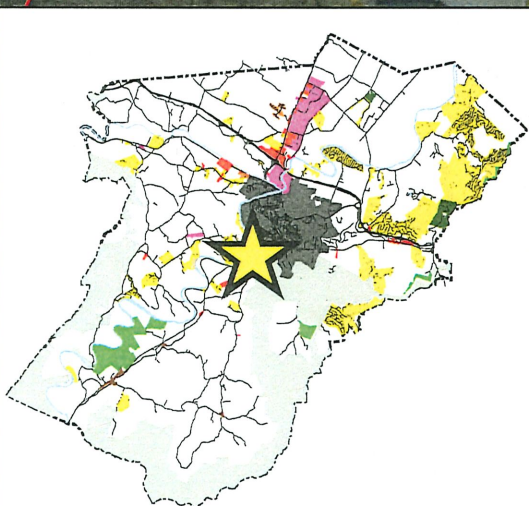
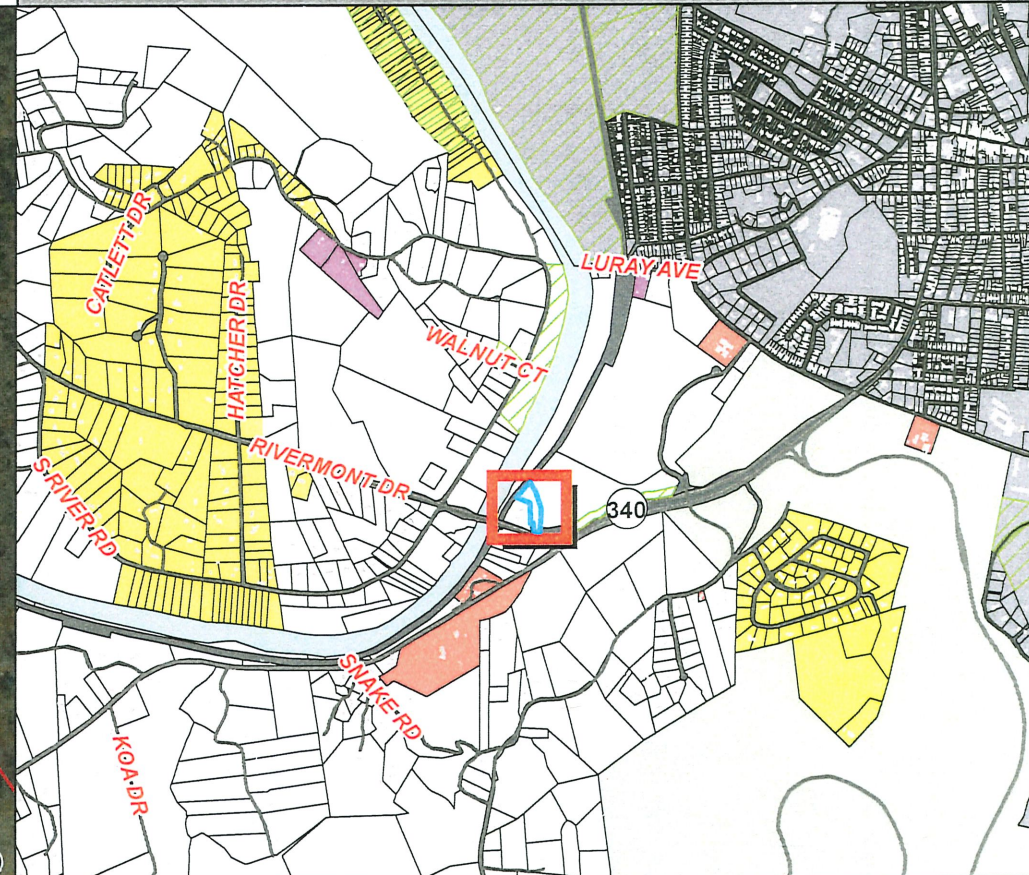
Warren County VA

CUP Location Map



Short Term Tourist Rental
Applicants: Brooklyn Steele

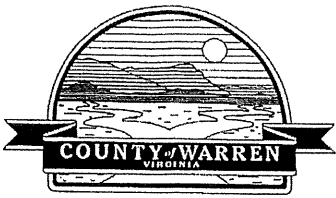
TM 28-----127B
4315 Rivermont Dr



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	M-18	Conditional Use Permit #2022-05-05 Edward Sperry <i>Guesthouse</i>
<u>EXPLANATION & SUMMARY:</u> 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, June 8, 2022, 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 4-0.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that the following conditions should be applied:

1. The guesthouse shall not be used for full-time occupancy.
2. This accessory dwelling shall not be used for commercial rental or leasing of rooms for compensation of any kind.
3. The applicant shall comply with all Warren County Building Inspections and Warren County Health Department regulations and requirements including Building Code requirements for a smoke and fire detector system and carbon monoxide detectors.
4. The applicant shall have a condition placed on the deed at the time of transfer of the property to a new owner that the rental or leasing of the dwelling for monetary compensation is prohibited and that it is limited to part-time occupancy up to six months.
5. After the approval by the County and recordation of a family subdivision of the guesthouse lot this conditional use permit shall become null and void.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for a Guesthouse for advertisement of a public hearing.

SUBMITTED BY:

Matt Wendling, CFM
Planning Director
County Floodplain Manager

DISPOSITION OF BOARD:

☐ APPROVED ☐ OTHER (Describe)

**PROCESSED
BY:**



Conditional Use Permit: 2022-05-05 / Guesthouse

Edward Sperry, Current Owner/Applicant

Staff Report for the Planning Commission

Prepared: April 14th, 2022

Staff Contact: Matt Wendling, Deputy Planning Director/County Floodplain Manager

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a guesthouse. He and his wife built this workshop in 2021 but due to life's circumstances they decided to convert it to a one-bedroom dwelling to be used for temporary housing. They have plans to build their permanent residence within the next year but require the conditional use permit in order to keep this dwelling for friends and family when they visit. Their principal dwelling will be a three-bedroom structure with 6 person occupancy and they have approval for a four-bedroom septic system which will be used by both dwellings. They plan to continue living in the single bedroom cabin while the construction process is moving forward until they receive a certificate of occupancy for the other dwelling.

PROPERTY INFORMATION

Property Location: 690 Comforter Lane

City: Middletown

Tax Map ID: #10P-1--11

Zoning: Agricultural (A)

Magisterial District: North River

Acres: 10

Subdivision: Lake John Estates LLC

Existing Land Use: Single-Family Dwelling (1 bedroom)

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

Use: Vacant Lot - Woodlands

South: Agricultural (A)

Use: Vacant Lot - Woodlands

East: Agricultural (A)

Use: Vacant Lot - Woodlands

West: Agricultural (A)

Use: Single Family Dwelling - Woodlands

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district. The appropriate building and zoning permits have been issued for the existing one-bedroom dwelling. The property is accessed through an easement on Tax Map 10P-3--32 which is also owned by Mr. Sperry.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The request is compatible with Code Section §180-21, indicating district regulations in the Agricultural (A) zoning district. A guesthouse is permitted under this section as a Conditional Use granted by the Board of Supervisors.

PROPOSAL

The Warren County Zoning Ordinance §180-8 defines a "Guesthouse" as "A dwelling or lodging units for temporary nonpaying guests. No such quarters shall be rented, leased or otherwise made available for compensation of any kind. A guesthouse may be constructed and used prior to the construction of the principal dwelling. The principal dwelling, however, must be completed within five years from the date of issuance of a certificate of occupancy for the guesthouse." And a "Single-Family Dwelling" as "A building containing one dwelling unit and meeting the standards of the Virginia Uniform Statewide Building Code for a one-family dwelling but not to include "manufactured homes" as defined in this chapter."

SUPPLEMENTARY REGULATIONS FOR GUESTHOUSES

There are no supplemental regulations in the Warren County Zoning Ordinance for a guesthouse. Warren County Code Section §180-11.B for Location of Structures states in part: *"Erection of more than one principal structure on a lot. In all residential and agricultural districts only one principal structure, housing a use permitted by right, may be erected on a single lot...."*

SEWAGE DISPOSAL

The property currently has a one-bedroom dwelling which will share the drainfield and septic system with the Three-bedroom dwelling the applicant plans to construct. The septic system has been approved for a four bedroom occupancy. The plat does show the proposed location for the drain-field and this application has been sent to the Health Department for additional comments.

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 guesthouse shall not be used for full-time occupancy.
2. This accessory dwelling shall not be used for commercial rental or leasing of rooms for compensation of any kind.
3. The applicant shall comply with all Warren County Building Inspections and Warren County Health Department regulations and requirements including Building Code requirements for a smoke and fire detector system and carbon monoxide detectors.
4. The applicant shall have a condition placed on the deed at the time of transfer of the property to a new owner that the rental or leasing of the dwelling for monetary compensation is prohibited and that it is limited to part-time occupancy up to six months.
5. After the approval by the County and recordation of a family subdivision of the guesthouse lot this conditional use permit shall become null and void.

Cc: Edward Sperry: *Owner/Applicant*

April 12, 2022

Warren County Zoning
220 North Commerce Avenue, Suite 400
Front Royal, VA 22630

To Whom it May Concern:

We purchased Lot 11 and Lot 32 at Lake John Estates with the intent of building our home. Due to time constraints of my wife's health condition (Stage 4 Cancer), we converted our workshop into a dwelling to comply with County regulations for having temporary housing. At this time, we would like to build our primary residence. The current dwelling will be used during construction and will remain as a guest house for family and friends.

Thank you.

Sincerely,

Ted Sperry

cc: Joe Petty, Warren County Zoning

**WARREN COUNTY
CONDITIONAL USE PERMIT APPLICATION**

Application Number: 2022-05-05
Date Received: 4/12/2022
Fee Amount: \$ 500.00 ck 1437
Date Paid: 4/12/2022

Applicant Information:

Edward Sperry

Applicant Name

690 Comforter Lane

Middletown

VA

22645

Address

City

State

Zip

Same

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

571-316-6702

tedsperry1@gmail.com

Primary Contact Number

Email

Ted (Edward) Sperry

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: 690 Comforter Lane
- (2) Election District: North River
- (3) Tax Map Number: 10P-1-11
- (4) Subdivision Name: Lake John
- (5) Total Area of Property (acres): 10
- (6) Total Area to be Used (acres): .1
- (7) Total Road Frontage (feet): 860 (Road access at Lot 32, I own this lot also, 20 acres)
- (8) Depth of Property (feet): 1300
- (9) Present Zoning: Agricultural

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: GUEST HOUSE
- (2) Current land use and condition of site: Occupied
- (3) Zoning of surrounding land/property: Agricultural
- (4) Will development be staged? ☒ Yes ☐ No
- (5) Construction Time: New
- (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: 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: 2
- (12) Number of parking spaces to be provided: Regular X Handicap _____
- (13) What is the proposed landscaping and buffering for this property? none
- _____

C. Plans Prepared By

Name: Robert Dean

Address: Winchester VA

Telephone Number: 540-664-1638

D. Environmental Information

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

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

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

(4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. None

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

(6) What will be the impact on traffic? N/A

(7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. 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 1/2 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.**

N/A 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.

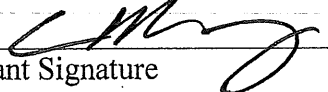
☐ **Location Map**

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.**

Take S22 West to Guard Hill Rd. Turn LEFT on Guard Hill Rd.
Take to end, LEFT on Long Meadow Rd. Approximately
1/2 mile, make a LEFT on Comforter Lane.
690 Comforter Lane is on right about 1/4 mile up road.

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

	4/12/22
Applicant Signature	Date
	4/12/22
Property Owner Signature	Date

Accepted by: _____ Date: _____

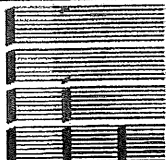
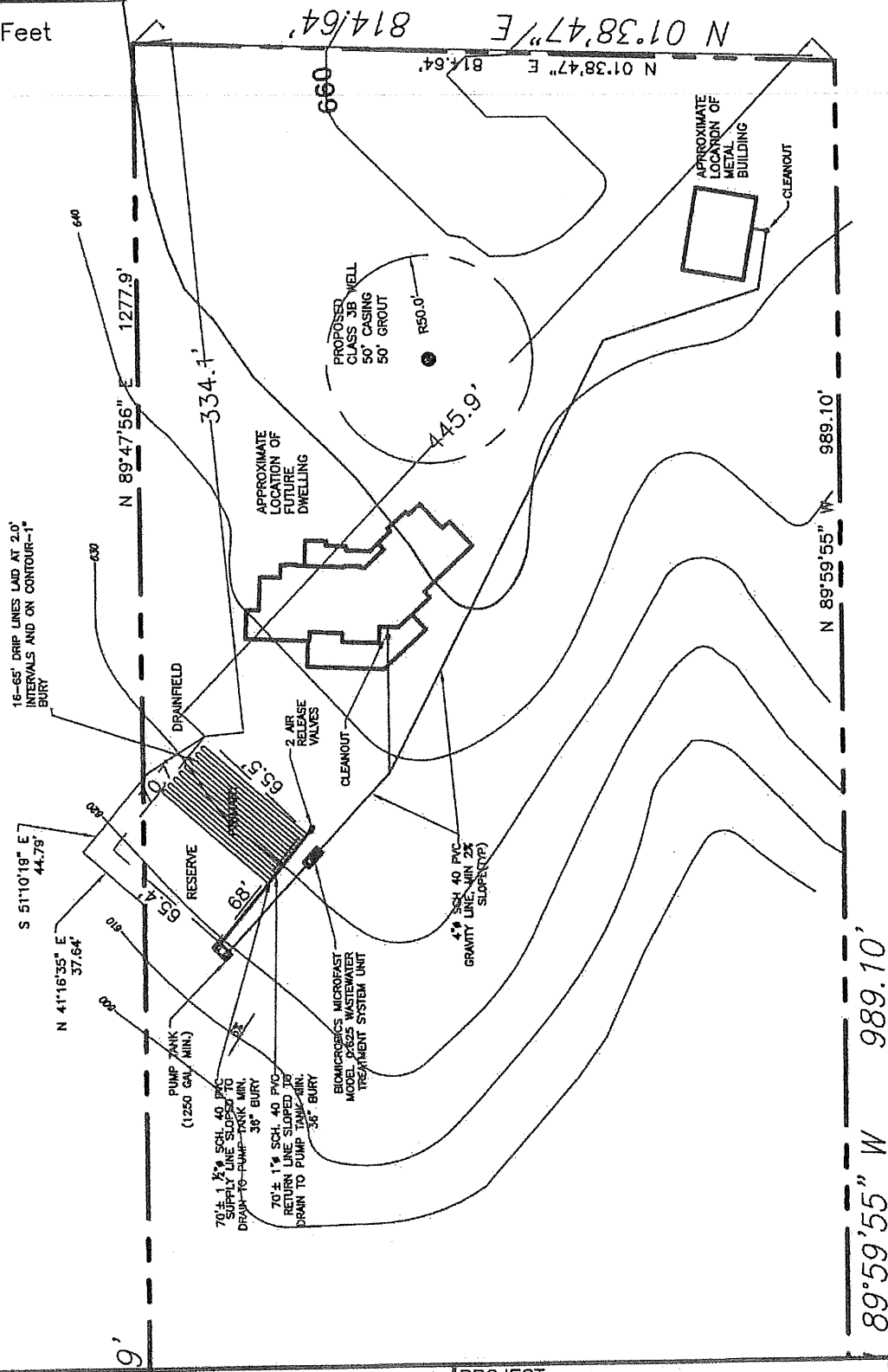
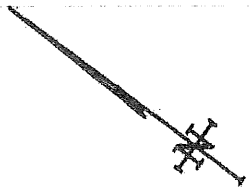
PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

NOTES

80 0 80



Scale in Feet



CONSULTING
ENGINEERS

PAINTER-LEWIS, P.L.C.

817 Cedar Creek Grade, Suite 120
Winchester, Virginia 22601
Telephone (540)662-5792
Facsimile (540)662-5793
Email office@painterlewis.com

PROJECT:

SPERRY PROPERTY
TM#10P-1-11
WARREN COUNTY, VA.
AS BUILT PLAN

SURVEY:	C.I.:
NA	NA
DRAWN BY:	JOB NO.:
P-L	2108003
SCALE:	DATE:
SHOWN	1/18/22
SHEET:	ASBUILT

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



April 25, 2022

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

RECEIVED
APR 29 2022

BY: g

RE: Request for Comments (2022-05-05)
Owner: Edward Sperry

Dear Mr. Wendling,

I have reviewed your request for comments regarding the property at 690 Comforter Ln. Middletown, VA (Tax Map# 10P-1-11) and I offer the following comments:

1. There is a Construction Permit, ROI and Operation Permit on file for the referenced property dated 8/31/2021, 1/21/2022 and 2/04/2022 respectively.
2. The property is served by an Alternative Onsite Sewage System (AOSS). The AOSS is designed for Four (4) Bedrooms, Eight (8) Occupants and 600 gallons per day.
3. The owner should be aware the AOSS must be inspected by a licensed operator at least annually.
4. If a guest house is approved, a Conditional Permit from our office is needed to allow for a One (1) Bedroom, Two (2) occupants, 150 gallons per day for the guest house. The Conditional Permit will also state the main house will be for Four (4) Bedrooms, Six (6) Occupants, 450 gallons per day. The building proposed for use as a guest house is already connected to the AOSS. If a Conditional Permit is not desired, the guest house will need to be connected to a separate approved onsite sewage system.
5. The existing building is currently served by a private Class IIIB Well. The existing well has a yield of 35 gallons per minute, which is adequate for two residential connections.

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

Sincerely,

Jim Davis

Environmental Health Supervisor

Sewage Disposal System Operation Permit

Property Owner

Edward R Sperry
13345 Hershey Dr
Nokesville, VA 20181
Phone: (571) 316-6702

Health Dept. ID: 187-21-0314
Tax Map/GPIN: 10P-1-11
Locality: Warren County

Property Location

Property Address: 690 Comforter Ln
Middletown, VA 22645
Subdivision: Gafia Estates at Lake John Section: 1 Lot: 11

Edward R Sperry is hereby granted permission to operate a **Residential Alternative Onsite Sewage System** at the above referenced location, under the following parameters:

Daily Flow: 600 gallons
Number of Bedrooms: 4
Occupancy Limit: 8 maximum

This permit is issued in accordance with the provisions of Title 32.1, Chapter 6 of the Code of Virginia as Amended, and Section 12VAC 5-610-340 of the Sewage Handling and Disposal Regulations of the Virginia Department of Health. The issuance of an operation permit does not denote or imply any guarantee by the department that the sewage disposal system will function for any specified period of time. It shall be the responsibility of the owner or any subsequent owner to maintain, repair, or replace any sewage disposal system that ceases to operate in accordance with the regulations.

The continued validity of this permit is contingent upon compliance with the operation and maintenance requirements contained in the Owner's Operation and Maintenance Manual and Regulations for Alternative Onsite Sewage Systems of the Virginia Department of Health (12VAC5-613-100 et seq.). Owners are advised to be aware of the operation and maintenance instructions for their alternative onsite sewage system and to follow them. Copies of the operation and maintenance instructions can be found by contacting the local health department for the locality where the onsite sewage disposal system is located.

February 04, 2022
Effective Date

Greg Smith
Environmental Health Specialist


Signature



Warren County Health Department
465 W 15th St. Ste 200
Front Royal, VA 22630
(540) 635-3159 Voice
(540) 635-9698 Fax

Private Well Record of Inspection

Health Department ID Number: 187-21-0314

Tax Map/GPIN: 10P-1-11

Owner Name: Edward R Sperry
Owner Address: 13345 Hershey Dr
Nokesville, VA 20181

Private Well Facility Information

Property Address: 690 Comforter Ln	Subdivision: Gafia Estates at Lake John
County: Warren	Section 1 Block Lot 11
Well Driller: Adam Payne	Well Class: Class IIIB
Date construction started: October 11, 2021	Water Well Completion Report Received: Yes

Location Information

Building Sewer: 50 feet	Soil Absorption System: 100 feet
Pretreatment Unit: 50 feet	Property Line: 1 feet
Conveyance System: 50 feet	Other Distance: Other feet
Comments:	

Construction Information

Total depth of well: 225 feet	Pitless adapter used: Yes
Type of casing: Steel	Pitless properly installed:
Depth of casing: 60 feet	Pitless properly vented:
Diameter of casing: 6.25 inches	Type of Well Seal: Well Cap
Casing extends: 14 in. above ground	Screens: constructed of
Annular Space: sealed with bentonite to a depth of 60 feet,	
Comments:	

Quantity & Quality

Yield and drawdown determined by continuous pumping of	
Yield: 35 gpm	Sample tap provided:
Drawdown:	Sample collected: Yes
Static Water Level: 27 feet	Result of samples: Satisfactory
Type of storage: Pressure	Date of Sample: January 24, 2022
Comments:	

Satisfactory Construction: Yes on February 04, 2022

Well Approved for Use: Yes on February 04, 2022

Signed February 04, 2022


Greg Smith, EHS

Chase Lenz

From: David Beahm
Sent: Thursday, June 9, 2022 8:58 AM
To: Matt Wendling
Cc: Chase Lenz; Paula Fristoe
Subject: Request for Comments 2022-05-05 – Edward Sperry – Conditional Use Permit for Guesthouse – WCCUP-000180-2022

Comments 2022-05-05 – Edward Sperry – Conditional Use Permit for Guesthouse – WCCUP-000180-2022:

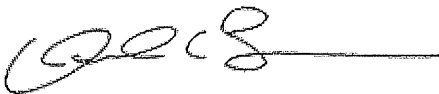
Note: Original structure that was started as a barn has been completed (13051-2021) as a single-family dwelling. A new permit has already been applied for this request of an additional single-family dwelling (15376-2022).

- Erosion and Sediment Control Items:
 - This structure would be considered a new single-family dwelling as defined by the building code and as such would require an Agreement in Lieu of which has been issued (15377-2022).
- Building Inspections Items:
 - This request/permit is for a completely new structure and the trade permits will be required. Including, but not limited to building, electrical, mechanical, plumbing. All of these would require applications and submissions that would be a separate process than what is being gone through currently.

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

*****Please Note that Warren County is in the transition of moving to a NEW ".gov" Email Address – both email addresses will work during the transition period, but please update our contact information as soon as possible. Additionally, with the transition already moving forward some of your emails may go to our spam folders and some of ours will go to your spam filters. If you are not receiving information that you have expected from us or not gotten a response to something that you may have sent, please contact our office by phone to notify us so that we can attempt to address quickly.*****

Respectfully,



Warren County Building Inspections Of

David C. Beahm, CBO
Building Official

220 North Commerce Ave
Suite
Front Royal, VA 22

dbeahm@warrencountyva.gov

www.warrencountyva.gov

540/636-9'
FAX 540/636-4

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.



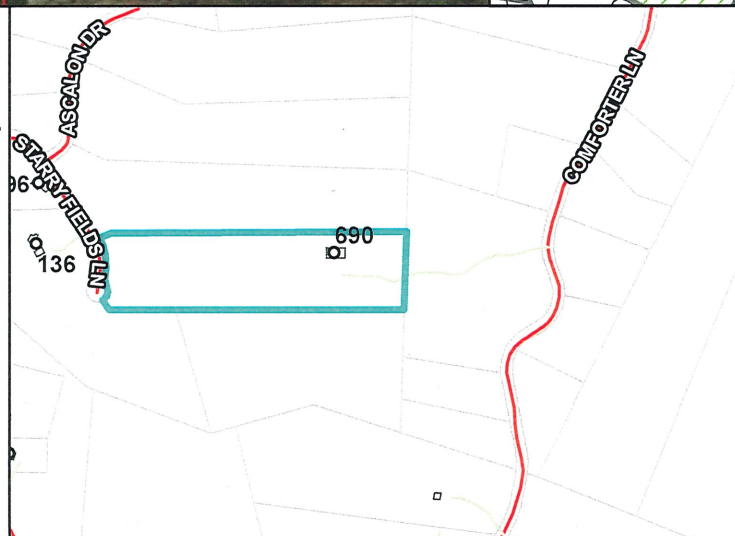
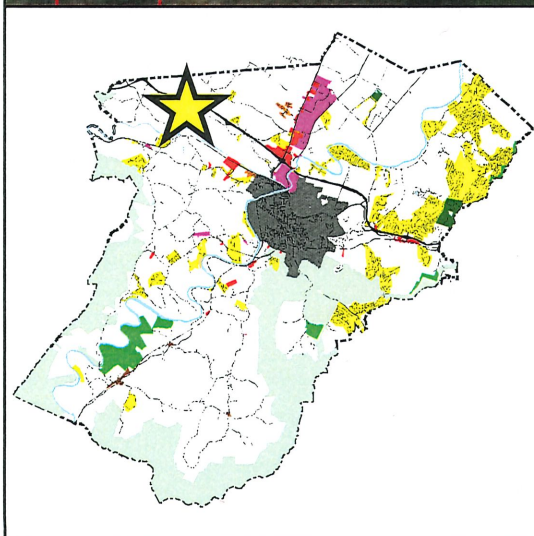
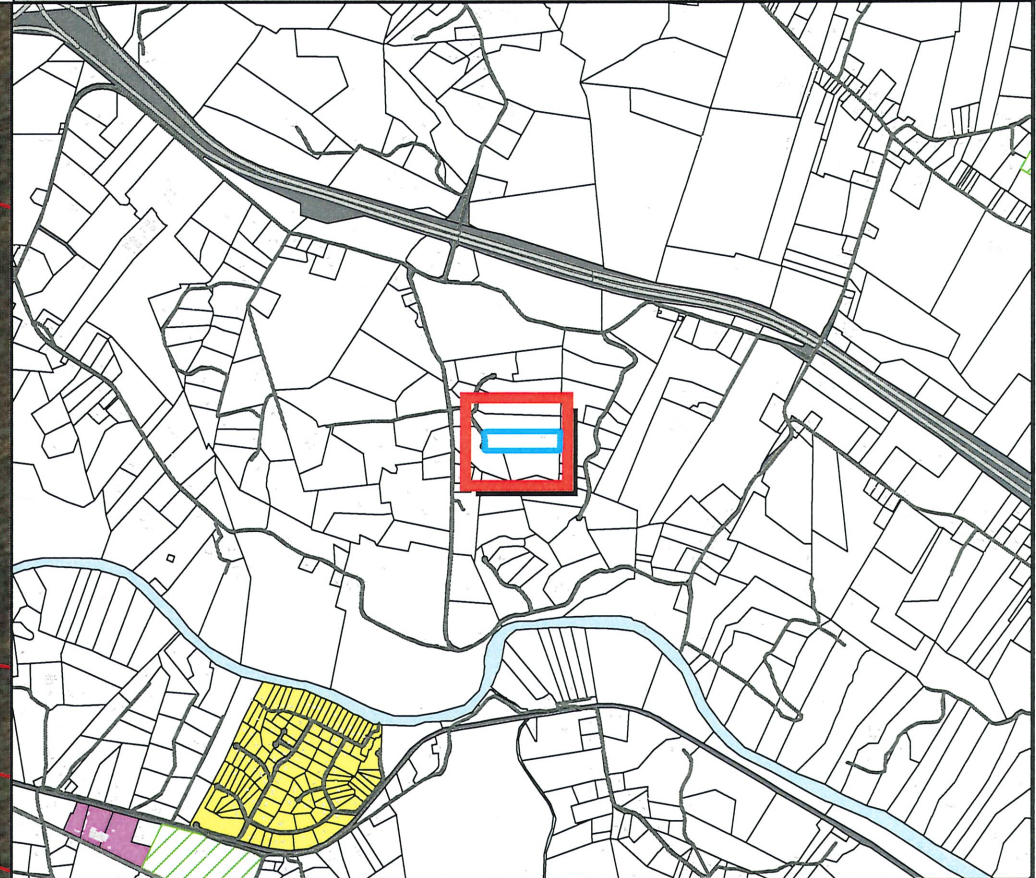
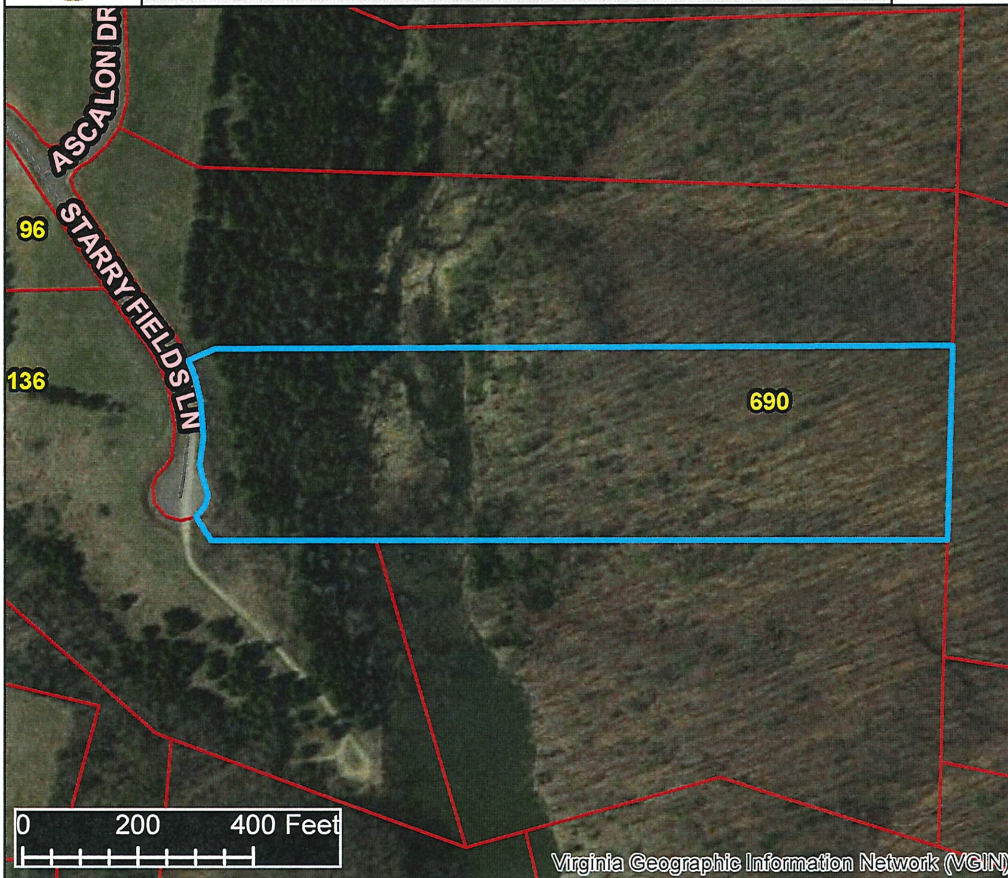
Warren County VA

CUP Location Map



Guesthouse
Applicants: Edward Sperry

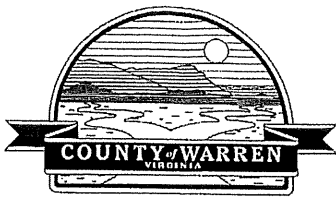
TM10P--1----11
690 Comforter Lane



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	M-19	Conditional Use Permit #2022-05-06 Hunter E. Hughes & Rinku Sinha <i>Short-Term Tourist Rental</i>
<u>EXPLANATION & SUMMARY:</u> 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, June 8, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that 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 (6) as determined according to the Health Department conditional/operational permit which needs to be issued for a three-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.

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: Matt Wendling, CFM Planning Director County Floodplain Manager 	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (Describe)	PROCESSED BY:
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Conditional Use Permit: 2022-05-06/ Short-Term Tourist Rental

Hunter Evan Hughes & Rinku Sinha, *Applicants/ Owners*

Staff Report for the Planning Commission

Prepared: April 20th, 2022

Staff: Matt Wendling, *Deputy Planning Director/County Floodplain Manager*

SUMMARY OF REQUEST

The applicants recently purchased the property in 2022 and moved to the property full-time and telecommute to their jobs in the D.C. Metropolitan area. They would like to rent out rooms short-term and will be residing in the dwelling at the same time their guests would be there. They would not be serving food to the guests. This land-use would allow them to defray the costs of home ownership and to eventually renovate their unfinished basement. The applicants will be acting as the property managers and cleaning service since they reside on the premises.

PROPERTY INFORMATION

Property Location: 289 Heim-Jones Rd.

Tax Map ID: #23C-72B--188

Magisterial District: Shenandoah

Subdivision: Shenandoah Farms

Special Flood Hazard Area: The property and dwelling are located in a Non-Floodzone Area designated as X.

Town/Village: Linden

Zoning: Residential-One (R-1)

Acres: 3.882

Existing Land Use: Single Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

South: Agricultural (A)

East: Agricultural (A)

West: Agricultural (A)

Use: Single-Family Dwellings with Woodlands

Use: Vacant Lot with Woodlands

Use: Vacant Lot with Woodlands

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. The single family dwelling was constructed in 2020.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area as zoned Residential-One to be used for residential land uses. This zoning allows for a Short-term Tourist Rental by conditional use permit in the Warren County Zoning Ordinance Section §180-22. This property is located in Shenandoah Farms - Mountain View Section in the Residential-One zoning district. 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 to WCHD a request for septic system information for the operational permit for the septic system. The original septic permit for the structure was approved for a three-bedroom dwelling allowing for an occupancy of six persons. Staff will provide additional comments when they 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 two (2) 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 shall be reviewed by staff and all other requirements shall need to be met prior to a certificate of zoning for the business being issued. The applicants plan to be the primary property managers but will be retaining a property management company when they are not available and are currently searching for a reputable company .**

- 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 in the Shenandoah Farms subdivision and a letter requesting comments for the application has been sent to them.**
- 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 applicants 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 219' 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 (6) as determined according to the Health Department conditional/operational permit which needs to be issued 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: Hunter Evans Hughes & Rinku Sinha, Applicants

Statement of Justification

To: Warren County Planning Commission

Summary of Proposed Use: As the owners of 289 Heim-Jones Rd, we are seeking the approval of a conditional use permit to convert this property to a short-term rental.

This property was constructed in 2020 and is in an excellent condition. We plan on staying at the property as primary residents and renting out rooms to potential guests to help defray the cost of the mortgage. Our goal is to update the unfinished basement in the future as well.

This will be our primary residence, and we plan on managing all the logistics around short-term rental (property management, cleaning, trash disposal, and maintenance). As residents of the Shenandoah Farm subdivision and with vested interest in the property, we plan on taking care of this property and ensure guests do not violate any ordinances or break house rules.

Prior to moving to 289 Heim-Jones Rd, we lived in Sterling, Virginia. Both of us work in the home security and information technology industry for the government. We visit Front Royal and Shenandoah National Park region multiple times a year, and with the option to work remotely, we have wanted to move out here. Our goal is not just to defray the cost of the mortgage, but to also share this beautiful historic town and national parks with the families who live in Northern Virginia. We plan on having a guestbook that details all the rules and guidelines for guests to ensure that they adhere to ordinances. In addition, we will use the guestbook to promote local business in the area as well.

For instances when we are away from the property due to the nature of our work, we will be vetting property management companies in the area to assist with coordinating services for garbage removal, maid service, and preventative maintenance.

If a permit is approved, we will make every guest we host aware of the rules and regulations of the permit and covenants of Shenandoah Farms. We will uphold the character and established patterns of the community.

I look forward to your review and feedback of the Conditional Use Permit request.

Best Regards,
Hunter Evan Hughes & Rinku Sinha
Hehughes13@gmail.com
248-881-9100

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-05-06
 Date Received: 4-18-22
 Fee Amount: \$ 500.00 CK# 174
 Date Paid: 4-18-22

Applicant Information:

Hunter Evan Hughes & Rinku Sinha

Applicant Name

<u>289 Heim-Jones Road</u>	<u>Linden</u>	<u>VA</u>	<u>22642</u>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

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

<u>248-881-9100</u>	<u>hehughes13@gmail.com</u>
<i>Primary Contact Number</i>	<i>Email</i>

Property Owner (if same as applicant, leave blank)

<u> </u>	<u> </u>	<u> </u>	<u> </u>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

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: 289 Heim-Jones Road Linden, VA 22642
- (2) Election District: Shenandoah
- (3) Tax Map Number: 23C 72B 188
- (4) Subdivision Name: Shenandoah Farms San Dist
- (5) Total Area of Property (acres): 1.56 Acres
- (6) Total Area to be Used (acres): 1.00 Acres
- (7) Total Road Frontage (feet): 100 ft
- (8) Depth of Property (feet): 420 ft
- (9) Present Zoning: R-1

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short-Term Rental (STR)
- (2) Current land use and condition of site: Residential Use & Condition of the site is excellent (property constructed in 2020)
- (3) Zoning of surrounding land/property: R-1
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: Not applicable
- (6) Season, days, and hours of operation: This STR will be available year long
- (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.) Not applicable
- (9) Number of full time employees: Not applicable
- (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 4 Handicap
- (13) What is the proposed landscaping and buffering for this property?
This property sits on 1.56 acres and the adjoining lots are vacant plots. In addition -
the driveway stretches for 51 ft includes parking for 4 cars along with a 2 door garage.
We do not plan to change any landscaping except to include bushes in the front of the
house and plant small evergreens in front of the property for privacy.

C. Plans Prepared By

Name: Hunter Evan Hughes & Rinku Sinha

Address: 289 Heim-Jones Rd Linden, VA 22642

Telephone Number: 248-881-9100

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?)
- We anticipate no adverse impact on the community as we will be present on the property
to ensure all guidelines and processes are adhered by the guests. In addition, we are not
permitting more than 2 guests at our property.

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

No debris will be generated from STR. We will be present/managing the property ourselves as well to ensure there is no debris generated.

- (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.) _____

Not Applicable. There will be no hazardous substance stored on the property

- (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. _____

A potential emission might be noise. We plan to mitigate this by ensuring that our guests are aware of noise ordinance within the subdivision and reporting unruly guests to AirBnB or Vrbo. We will also be present at the property to enforce that the noise levels are within the acceptance range. Any waste/trash generated - we will dispose at the designated trash disposal sites.

- (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.) _____

Not Applicable. There will be no electrical or electronic activity on the property.

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

The impact on traffic will be low since we are allowing only 2 guests for the STR.

Our driveway accommodates 4 cars. There is a 2 door garage as well. In addition, the seasonality nature of STR with occupancy rates ranging from 15-60% - we anticipate low 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. _____

No exterior lighting will be used except what is attached/available to the property (ie front porch lights)

**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 1/2 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.

STAFF

☒ **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** (Not Applicable)

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.**

Turn left onto Reynolds st
Turn left onto Blue mountain RD & Turn left
Morgan Ford RD
Turn left onto N Commerce Ave
Turn right onto E Third st

Applicant Signature J. Kimble Lick Date 04/16/2022

Applicant Signature Hunter Hughes Date 04/16/2022
Property Owner Signature Kimberly L. Luhn Date _____

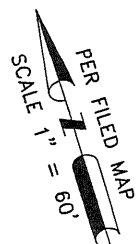
PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

ELSEAS FARM RD.

50' R/W

S 73°00'00" E 305.39'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	50.00'	51.29'	58°46'34"	49.07'	S 50°25'16" W



291.31'
N/F W P ASSOC. PER INST. # 120007104
T.M. 23K PARCEL 2
N 18°28'48" W

T.M. 23C-7-2B
LOT 188
1.561 ACRES

T.M. 23C-7-2B LOT 187
S 10°11'21" E
N/F TUNGARDB PER D.B. 366/689
237.90'

CONCRETE FOUNDATION
65.6'
28.1'
21.7'
58.0'
27.1'
24.0'
19.7'

218.53'
N 68°58'14" W

T.M. 23C-7-2B LOT 189
N/F BELLA HOME DESIGN LLC
PER INST. # 180000170

FOUNDATION LOCATION LOT 188
MAP OF SHENANDOAH FARMS MOUNTAIN VIEW
SECTION 2B PER PLAT RECORDED IN D.B. 226/214

SHENANDOAH MAGISTERIAL DISTRICT
WARREN COUNTY, VA.

JONES 50' R/W RD.

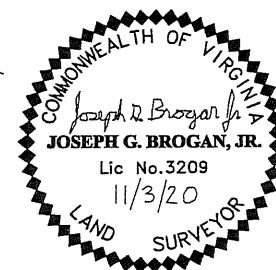
HEIM

PREPARED BY:
BROGAN LAND SURVEYING, PLC
P.O. BOX 1578
FRONT ROYAL, VA. 22630-0034
TEL. & FAX (540) 635-5657
NOVEMBER 3, 2020

NO TITLE REPORT WAS FURNISHED TO THIS OFFICE.
SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DERIVATION OF TITLE TO: JAMES C. PUGH, III
PER INST. # 200001931.

SUBJECT PARCEL SITUATED OUTSIDE THE LIMITS OF THE FEMA FLOOD ZONE.



Lord Fairfax Health District

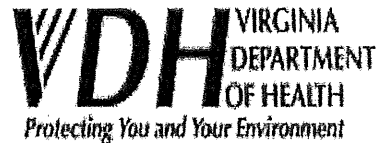
Warren County Health Department

465 West 15th Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

www.vdh.virginia.gov



May 09, 2022

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

RE: Request for Comments (2022-05-06)

Owner: Hunter Hughes & Rinku Sinha

Dear Mr. Wendling,

I have reviewed your request for comments regarding the property at 289 Heim-Jones Rd. Linden, VA (Tax Map# 23C-7-2B-188) and I offer the following comments:

1. There is a Construction Permit, ROI and Operation Permit on file for the referenced property dated 7/01/2020, 11/07/2020 and 12/18/2020 respectively.
2. The dwelling is served by a Conventional Onsite Sewage System (COSS). The COSS is 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,

A handwritten signature in black ink, appearing to read "Jim Davis", is written over the word "Sincerely," and the name "Jim Davis".

Jim Davis

Environmental Health Supervisor

Sewage Disposal System Operation Permit

Property Owner

James C Pugh III
80 Rattlesnake Hollow Ln
Huntly, VA 22640
Phone: (703) 789-7861

Health Dept. ID: **187-20-0188**
Tax Map/GPIN: **23C-7-2B-188**
Locality: **Warren County**

Property Location

Property Address: 289 Heim-Jones Rd
Linden, VA 22642

James C Pugh III is hereby granted permission to operate a **Residential Conventional Onsite Sewage System** at the above referenced location, under the following parameters:

Daily Flow: 450 gallons
Number of Bedrooms: 3
Occupancy Limit: 6 maximum

This permit is issued in accordance with the provisions of Title 32.1, Chapter 6 of the Code of Virginia as Amended, and Section 12VAC 5-610-340 of the Sewage Handling and Disposal Regulations of the Virginia Department of Health. The issuance of an operation permit does not denote or imply any guarantee by the department that the sewage disposal system will function for any specified period of time. It shall be the responsibility of the owner or any subsequent owner to maintain, repair, or replace any sewage disposal system that ceases to operate in accordance with the regulations.

December 18, 2020
Effective Date

Greg Smith
Environmental Health Supervisor



Signature

Chase Lenz

From: David Beahm
Sent: Thursday, June 9, 2022 9:18 AM
To: Matt Wendling
Cc: Chase Lenz; Paula Fristoe
Subject: Request for Comments 2022-05-06 – Hunter Evan Hughes & Rinku Sinha – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000181-2022

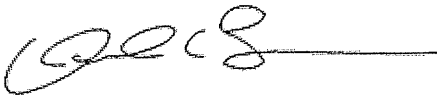
Comments 2022-05-06 – Hunter Evan Hughes & Rinku Sinha – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000181-2022:

- 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 will more than likely not require an Electrical permit to meet the building code requirements for this change.

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

*****Please Note that Warren County is in the transition of moving to a NEW “.gov” Email Address – both email addresses will work during the transition period, but please update our contact information as soon as possible. Additionally, with the transition already moving forward some of your emails may go to our spam folders and some of ours will go to your spam filters. If you are not receiving information that you have expected from us or not gotten a response to something that you may have sent, please contact our office by phone to notify us so that we can attempt to address quickly.*****

Respectfully,



Warren County Building Inspections Of



David C. Beahm, CBO
Building Official

220 North Commerce Ave
Suite
Front Royal, VA 22

dbeahm@warrencountyva.gov

www.warrencountyva.gov

540/636-9
FAX 540/636-4

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.



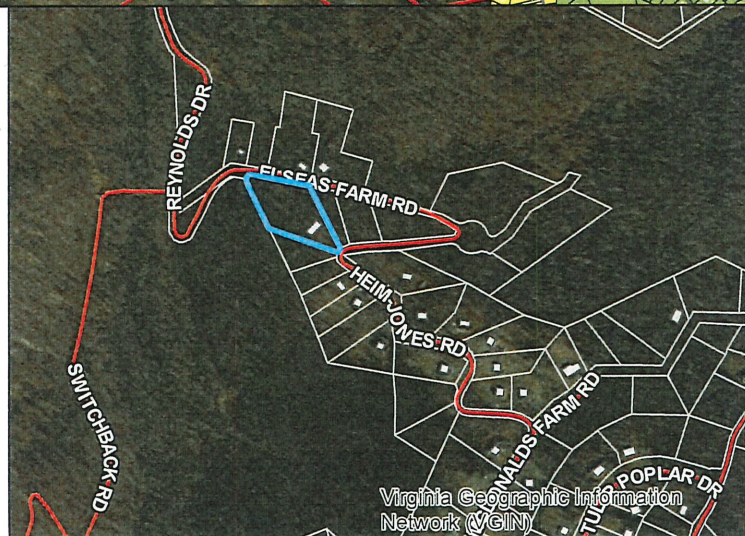
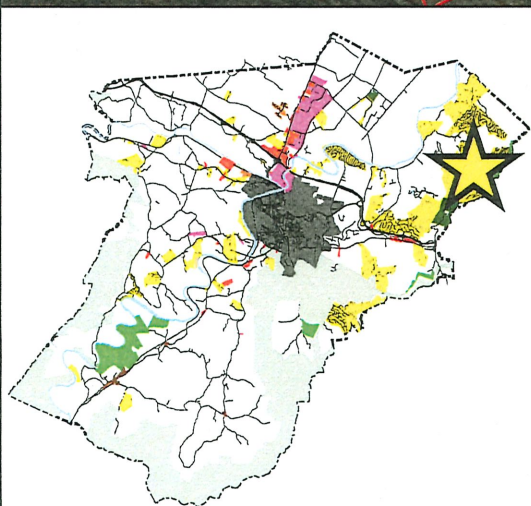
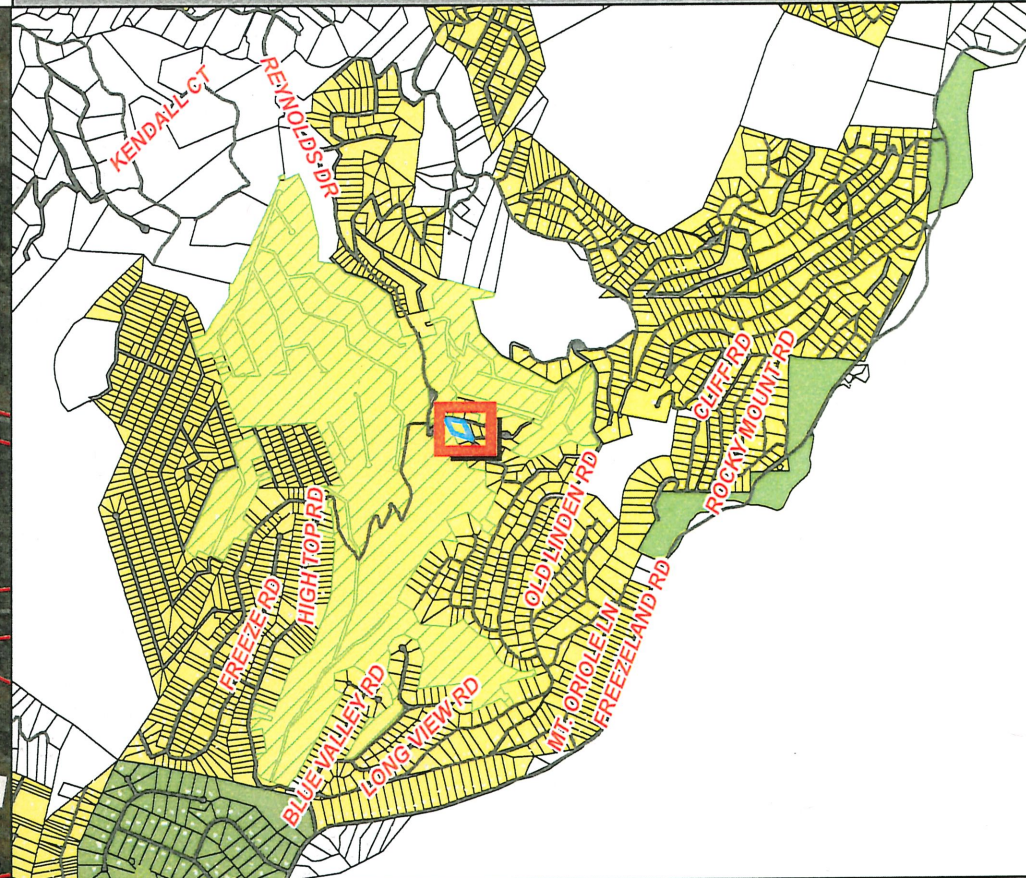
Warren County VA

CUP Location Map



Short Term Tourist Rental
Applicants: Hunter Hughes & Rinku Sinha

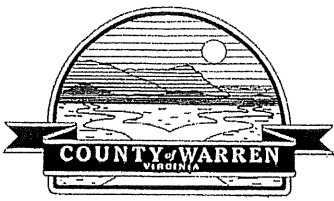
TM 23C--72B-188
289 Heim Jones Rd



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	M-20	Conditional Use Permit #2022-05-07 James V. Elliott Jr. <i>Short-Term Tourist Rental</i>

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, June 8, 2022, Mrs. Richardson moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Henry and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that 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 four as determined according to the Health Department operation 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 on the state road shall be prohibited.

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:

Chase Lenz, 
Zoning Administrator

DISPOSITION OF BOARD:

☐ APPROVED ☐ OTHER (Describe)

**PROCESSED
BY:**



Conditional Use Permit 2022-05-07: Short-Term Tourist Rental

Owner/Applicant: James V. Elliott Jr.

Prepared: May 2, 2022

Staff Contact: Chase Lenz, Zoning Administrator

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental for the property he purchased in January of 2022. The owner hopes to promote local businesses and attractions by making the property available year-round for short-term visitations for individuals visiting the Warren County area. The applicant will manage the property personally as he currently resides in Bentonville, a few miles south of the subject property.

PROPERTY INFORMATION

Property Location: 2633 Buck Mountain Road

Tax Map ID: 37-----63D

Magisterial District: South River

Subdivision: N/A

City: Browntown

Zoning: Agricultural (A)

Acres: 3.00 Acres

Existing Land Use: Single-Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

South: Agricultural (A)

East: Agricultural (A)

West: Agricultural (A)

Use: Single-Family Dwelling

Use: Single-Family Dwelling

Use: Vacant Lot - Pasture

Use: Single-Family Dwelling

PROPERTY HISTORY

The dwelling on the subject property was constructed in 1995. This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. No zoning violations have been recorded for the property.



COMPATIBILITY WITH THE COMPREHENSIVE PLAN

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

ATTACHMENTS

☐ Agency Comments
☐ Location Map

☐ Application
☐ Public Comments

☐ Health Permit
☐ Submitted Plans

☐ Letter from Applicant
☐ Other: _____

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. There is a Health Department operation permit on file approving four (4) occupants for the dwelling. Warren County Assessment data lists two (2) bedrooms in the dwelling.
- 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 four 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 boundaries are clearly marked with the side and rear yards enclosed by a 4-foot-high fence. Additionally, the applicant will post a map of the property and its boundaries within the dwelling.
- 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 has been provided and will be reviewed by Planning staff.
- 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. The subject property is not located within a subdivision governed by an 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 dwelling does meet the setback requirement to adjacent single-family dwellings. The closest dwelling is located 903' to the west.

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 operation 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 on the state road shall be prohibited.

Cc: James V. Elliott Jr. – Owner/Applicant

STATEMENT OF JUSTIFICATION

The intent is to create a short-term tourist rental property with a positive impact on the surrounding community and environment. The location is without any immediate neighboring structures or homes. The business will be managed by James Elliott & Farrah Brady in accordance with Warren County, VA regulations (Chapter 180, Chapter 123, & Chapter 92).

Any complaints or issues about this property or its guests will be handled immediately and justly.

We are environmentally conscious and have strict safety standards and inspection procedures for check-in/check-out. The property is to be offered to the public via an online platform. Rental applicant(s) will be screened and undergo background checks before each stay.

We are members of the community and our primary residence is 3.4 miles from this property, also located in Warren County, VA.

The property will promote local and small businesses in the area and activities such as visiting State and National Parks, hiking, kayaking, site-seeing, restaurants, breweries, wineries, and other attractions that the area has to offer.

James Elliott &
Farrah Brady
240-351-2707

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-0507
 Date Received: 4-19-22
 Fee Amount: \$ 500.00 CK#107
 Date Paid: 4-19-22

Applicant Information:

JAMES VINCENT ELLIOTT JR

Applicant Name

*230 TIMBERLAND MANOR DR. BENTONVILLE VA 22610
 Address City State Zip

2633 BUCK MOUNTAIN RD. BENTONVILLE VA 22610
 Property Location for conditional use permit if Different than Applicant's Address

240-351-2707 jim.elliott@sunbeltrentals.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: 2633 BUCK MOUNTAIN RD. BENTONVILLE, VA 22610
- (2) Election District: SOUTH RIVER DISTRICT
- (3) Tax Map Number: 37 PARCEL 63
- (4) Subdivision Name: FAMILY SUBDIVISION } PORTION OF THE LAND OF H. SILMAN CAMPBELL
MAZIE CAMPBELL
- (5) Total Area of Property (acres): 3.0
- (6) Total Area to be Used (acres): 3.0
- (7) Total Road Frontage (feet): 273.93' + 227 = 500'
- (8) Depth of Property (feet): 455.73'
- (9) Present Zoning: RESIDENTIAL - FAMILY SUBDIVISION

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, WELL MAINTAINED.
- (3) Zoning of surrounding land/property: RESIDENTIAL - FAMILY SUBDIVISION
- (4) Will development be staged? ☐ Yes ☐ No NA
- (5) Construction Time: NA
- (6) Season, days, and hours of operation: YEAR ROUND
- (7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO
- (9) Number of full time employees: NA
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: 4
- (12) Number of parking spaces to be provided: Regular 4 Handicap _____
- (13) What is the proposed landscaping and buffering for this property? NA

C. Plans Prepared By

Name: JAMES ELLIOTT

Address: 230 TIMBERLAND MANOR DR. BENTONVILLE, VA 22610

Telephone Number: 240-351-2707

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? MAXIMUM NUMBER OF VEHICLES ALLOWED ON PROPERTY IS 4. CAR PORT & DRIVEWAY PARKING ONLY. MINIMAL 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. FLOOD LIGHT AT CARPORT INSTALLED FOR GUEST SAFETY AND VISIBILITY, 80 WATT

**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 1/2 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.**

HEAD SOUTHEAST TOWARDS E 2ND ST.

TURN RIGHT ONTO E 2ND ST.

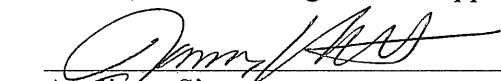
TURN LEFT ONTO 340 S

TURN LEFT ONTO STATE RT 649

TURN RIGHT ONTO STATE RT 622

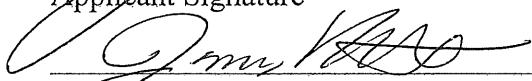
ARRIVE AT 2633 BUCK MOUNTAIN RD, BENTONVILLE VA 22610

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

4-15-22

Date


Property Owner Signature

4-15-22

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

Welcome to Swept Away,

A brick cottage perched in the perfect location to view, rest, reflect, and enjoy any of the many wonderful outdoor activities of the area. Whether here at the cottage, nearby at Glen Manor Vineyard & Winery 5 minutes down the road, or adventuring on Skyline drive in Shenandoah National Park, a 10 minute drive away.

Swept Away Cottage has a unique Mountain View where you meet the surrounding mountains mid-way in elevation, and feel yourself totally surrounded in a bowl of the Blue Ridge Mountains. This also makes for stargazing you can only see to believe.

The property is on 3 acres, and beyond those 3 is 185 acres of gentle sloping farm land. There are no immediate neighbors. You are free to enjoy rejuvenating solitude.

Swept Away Cottage has 3 bedrooms and 2 full bathrooms. There is also a washer, dryer, and laundry detergent available for your use. There is an ample sized screened in porch, as well as overflow area (patio?) outside of it. There is plenty of room to fully and comfortably enjoy the sweeping views.

We allow guests and pets to occupy the home, we ask that you be honest and let us know who you are bringing.

There is a fire pit on the property, 25 feet from the screened in porch. There is an allotment of fire wood per guest provided.

The Cottage has a large dining room table that is excellent for playing games, enjoying a nice meal together, or a pleasurable place to complete some work. The kitchen has a coffee machine, sugar, a variety of teas, a refrigerator with freezer, an oven, and a stove.

We use plant based detergents, soaps, and cleaning products to keep our environment & well in good health. We have one air purifier in the master bedroom and one in the family room. We use the absolute top standards of cleaning and inspections in between guests.

Two of the bedrooms have ample sized closets with hangers provided, enough space to spread out for longer stays.

Our beds are encased and covered in 100% cotton woven sheets to help you rest with ease. There is a linen closet in the hall bathroom with both extra towels and sheets. There are also extra blankets and pillows in the closet in the bedrooms at the far end of the Cottage.

From the Cottage, following the remainder of Buck Mountain Road and taking a left on to Browntown Rd, will bring you past many more lovely views and properties on your quick 12 minute drive into the great town of Front Royal, Virginia.

We highly recommend a restaurant owned and run by a local couple, named Blue Wing Frog. They bake all of their own bread, create all of their sauces, dips, and seasoning in house. The food is magnificent.

A few others are Royal Spice Indian Cuisine, Soul Mountain Soul Food, and Vibrissa Brew Works. As mentioned earlier, there is also a winery 5 minutes away; Glen Manor Vineyard. A beautiful setting with delicious wine that is only a stones' throw away.

Although most come to enjoy Skyline Drive and Shenandoah National Park, the Shenandoah River State Park is another wonderful hiking and outdoors area. It is smaller than SNP but just as beautiful, with lots of lovely river trails, a visitors' center, and mountain vistas. There is also the expansive George Washington National Forest. Most of it being directly west of this property. There are many great hiking, picnic, and driving areas inside this National Forest.

If you are interested in caves, Luray Caverns is 25 minutes away heading South down Highway 340, and Skyline Caverns is 12 minutes away heading North on Highway 340. If you'd like to miss the crowds, make sure to go early. Points if you go to both caves! ☺

Wherever you find yourself, we hope you enjoy it greatly.

If you're a thrifter or enjoy antiques and second hand items, there is a 50,000 sqft indoor flea market that also has a bakery and bookstore in Strasburg, VA called the Strasburg Emporium. Something fun to do on a beautiful day or a rainy one.

Jim and Farrah live 7 minutes down the road. One or both can easily be available if needed.

We hope the views and peaceful setting sweep you away.

Enjoy,

Jim & Farrah

PROPERTY MANAGEMENT PLAN

James Elliott and Farrah Brady
2633 Buck Mountain Rd, Bentonville, VA 22610

We, the owners and management, live 3.4 miles away in Bentonville and can make ourselves available immediately.

SAFETY

Carbon monoxide detectors and smoke detectors are installed on both floors and are tested prior to each check-in. There is a fire extinguisher located on the kitchen wall and on the screened in porch. A first aid kit available for all guests. An emergency evacuation map is also provided.

IN CASE OF EMERGENCY

Dial 911. The dwelling is located 9.5 miles from the Front Royal Police Department.

2.8 Miles from the South Warren Volunteer Fire Department.

10.4 miles from Warren Memorial Hospital.

A list of emergency services, their phone numbers and addresses, are posted on the wall next to the landline.

NON-EMERGENCY, INQUIRIES, COMPLAINTS CONTACT

Jim Elliott is the owner of the property and can be contacted on his cell at 240-351-2707 or email jim.elliott@sunbeltrentals.com

Farrah Brady is co-manager of the property and can be contacted at 410-300-0142 or email Farrah.betoul@gmail.com

Both live 3.4 miles from the property.

(In accordance with Chapter 180, Chapter 123, and Chapter 92)

NOISE

The Warren County noise ordinance is included in the guests Handbook/Welcome packet. Any complaints will be strictly dealt with immediately and accordingly.

(In accordance with Chapter 123)

SMOKING

There is to be no smoking on the property.

FIREPIT

Only the designated firepit located 25 ft from the dwelling may be used. Two fire extinguishers are on the premises. One in the kitchen and one in the screened in porch facing the backyard.

(In accordance with Chapter 92)

INTERNET AND LAND LINE

Wifi and a landline are free to all guests. Emergency Contacts, Poison Control, and Owner's numbers are posted next to the landline.

TRASH & RECYCLING

There are two outdoor trash cans provided. One for recycling, the other for trash, both are labeled. Each outdoor trashcan is well contained and strategically placed in the carport, hidden from street view and for easy access for guest(s).

After each check-out, the garbage will be transported by management, to the Warren County Waste Transfer located at 232 Shangri-La Rd Bentonville, VA 22610. For an extended stay, guests are asked to notify when the receptacles are full (and we will do routine checkups).

ELECTRICAL OUTAGE

RAPPAHANOCK ELECTRIC COOPERATIVE AT 800-552-3904

FENCE AND PROPERTY BOUNDARIES

The property has no immediate neighboring houses or structures. The front of the property faces Buck Mountain Rd. The rear and backyard of the property is enclosed by 4 ft high fence line.

Property boundaries are clearly marked and identifiable. Map of the property and its boundaries is posted for all guests within the dwelling.
(In accordance with Chapter 180)

DWELLING INTERIOR

The dwelling has 3 bedrooms, 2 full bathrooms, laundry/mud room, full size kitchen, dining room, entry room, living area, and screened in porch. All areas are fully furnished including bedding and linens.

SANITATION

The dwelling will be thoroughly cleaned by a licensed cleaning company in between check-ins / check-outs. The interior and exterior of the dwelling will be subject to inspection by the owners, then released for guest occupancy.

SEPTIC

Signage in bathrooms, kitchen, and laundry room for SAFE SEPTIC USE ONLY. No bleach or other chemicals down the sinks, and a no flush list posted. We have provided plant based soaps and laundry detergents free of charge for guest use.

PARKING

Parking is only permitted for 4 vehicles MAXIMUM. Under no circumstance will cars be allowed to park in the roadway.
(In accordance with Chapter 180)

RULES AND REGULATIONS

A comprehensive list of the dwellings rules and regulations is attached.

OCCUPANCY

The maximum number of guests allotted for this dwelling is 6 and 1 pet. (In accordance with Chapter 180)

CHECK-IN AND CHECK-OUT

Once reservation is accepted by management, guests will be provided contact information, the property address, and Rules and Regulations document. A second message is sent the day before check in. This includes the check-in instructions, the Rules and Regulations, and a Welcome Packet.

The dwelling shall be inspected thoroughly after check-out to assess any damage. Each guest is also provided with Departure Instructions.

GUEST BACKGROUND CHECKS

This dwelling utilizes Airbnb's platform. Airbnb submits the guest information to one of their approved background check providers. They check the person's identity against public records or available databases, as outlined below:

The OFAC List, which includes terrorist designations. They check certain databases of public state and county criminal records as well as state and national sex offender registries. Airbnb also may, to the extent permitted by applicable laws and to the extent available, obtain the local version of background or registered sex offender checks.

Airbnb also allows comments and reviews from previous Hosts on the platform on each Guest Airbnb Account. We will also screen these reviews before a reservation is granted.

PETS

Pets must be approved by the owners/management prior to check-in. Any pet staying as a guest should be friendly and house trained. Pets that utilize pee pads are NOT allowed as guests in this dwelling. Pets must be supervised at all times and kept on leashes on the exterior. If left alone they must be crated. Guests will be charged for any damage caused by their pet. Limit 1 pet per stay.

Attached Documents

- House Rules and Regulations
- Rental Agreement
- Check-in / Check-out instructions
- Welcome Letter
- Property Map
- Evacuation Map
- Septic & Well Map
- Statement of Justification

IN CASE OF EMERGENCY

Call 911 using a cell phone or the landline provided in the kitchen of the dwelling.
For non-emergencies or questions contact 240-351-2707 or 410-300-0142.

FIRST AID KIT

A first aid kit is mounted on the wall in the laundry room.

LIST OF IMPORTANT CONTACTS:

DIAL 911 FOR EMERGENCIES

Owners #'s

- Jim 240-351-2707
- Farrah 410-300-0142

NATIONAL POISON CONTROL #

800-222-1222

SOUTH WARREN COUNTY VOLUNTEER FIRE DEPARTMENT SUBSTATION

996 BROWNTOWN RD, BENTONVILLE, VA 22610
540-635-7453

WARREN COUNTY SHERIFF'S OFFICE

200 Skyline Vista Dr, Front Royal, VA 22630
540-635-4128

RAPPAHANOCK ELECTRIC COOPERATIVE

800-552-3904

RENTAL AGREEMENT

We, the Renters (also referred to as "Tenants" and "Guests") agree to the following:

1. We will be completely responsible for any and all damages to the property caused by our negligence.
2. We will notify the owners of any damage upon arrival.
3. We will hold the owners **harmless** from any and all bodily injury and/or property damage incurred on the property arising out of our negligent acts or omissions. See disclaimer below.
4. We will pay for any fee that is reasonably attributable to broken, damaged, or missing items.
5. We will forfeit the full rental amount paid if cancellation is made within 30 days of arrival.
6. There are no refunds for early departure.
7. There are no refunds for snow or weather conditions.
8. All rental monies are due 30 days prior to arrival.
9. We will forfeit security deposit if doors and windows are not locked upon check-out.
10. We will not hold the owners responsible for any items left after our check out.
11. Lost keys will incur replacement costs.
12. This is not a party house.
13. This is a NON SMOKING vacation rental.
14. Pets are NOT allowed in the rental unless approved by the property manager.
15. Maximum occupancy is as stated.
16. Check-in is at 4:00 pm and check-out is 11:00 am. An early check-in or late check-out is subject to extra rental charges.
17. The Renter must be 21 years of age to book this vacation rental.

Host reserves the right to refuse service to anyone. Host will not be responsible for accidents or injury to guests or for loss of their money, jewelry or valuables of any kind.

Cleaning Policy

The Vacation Rental must be left picked up and the departure instructions followed. If there are difficulties following the departure instructions, the renter should notify the property manager.

Reservation Policy

The minimum night stay is 2 nights.

Disclaimer:

Renters understand that the Host is not responsible for any personal injury caused by slipping on snow or ice, and that after the initial shovel or snow and ice before check-in, tenants' are responsible for the removal of snow and ice around the doorways and paths to car, to include the parking area. Shovels and salt are provided.

And further that the homeowners are not responsible for any personal injury or loss or damage to tenants' property caused directly or indirectly from foul, inclement weather conditions, acts of god or nature, failure of heat, accidents related to fire, heaters, stoves, tenants' failure to remove snow around access areas, or any unforeseeable circumstances.

Under no circumstances will tenants or their guests hold the owners of the vacation rental responsible for any damages or claims of any kind resulting from their stay, except for intentional acts of harm.

This agreement and disclaimer applies to Renters and all guests in the Renters' party. I, the Renter, have read, understand, agree to, and will abide by this rental agreement and all conditions stated herein.

Renters full name

Signature

Date

CHECK OUT INSTRUCTIONS

1. Check out time is 11 am
Check in time 4 pm

By making this reservation, all guests agree to check out on time unless prior arrangements have been made and agreed upon with host.

2. All used towels must be collected and placed in laundry hamper. No where else. Do not strip bed linens.
3. For spring & summer guests, adjust the thermostat to 73 degrees on COOL before leaving. For winter and fall adjust to 66 degrees HEAT before leaving.
4. Collect trash and recycling from all areas of the house and place in the outdoor trash cans. One is marked TRASH and the other RECYCLING, please place accordingly.
5. Check and empty fridge and freezer of any personal items. Please leave both fridge and freezer clean and empty.
6. Inspect each room in the house for any personal items or trash.
7. Leave all windows and doors locked before departing the property.
8. We thank you very much for staying at our property. Please leave us a review.

2633 BUCK MOUNTAIN RD HOUSE RULES

- NO EXTRA GUESTS
- NO FIREWORKS
- PARTIES, GATHERINGS, AND FUNCTIONS OF ANY KIND ARE STRICTLY PROHIBITED ON THIS PROPERTY.
- NO LOUD OUTDOOR ACTIVITIES, ALL GUESTS MUST FOLLOW WARREN COUNTY NOISE ORDINANCE ATTACHED ON THE NEXT PAGE
- NO PARKING WITHIN 10 FT OF THE ROAD WAY
- NO ACCESS TO ANY LOCKED CLOSETS, BASEMENT, OR DETACHED GARAGE
- ALL TRASH MUST BE PLACED IN OUTSIDE OR INSIDE TRASH RECEPTACLES. OVERFLOW IS NOT PERMITTED TO BE STORED INSIDE OF THE DWELLING.
- ALL RULES AND NO FLUSH ITEMS MUST BE RESPECTED AT ALL TIMES
- A PROPERTY MAP IS ATTACHED FOR YOUR CONVEINCE. ALL PROPERTY BOUNDARIES MUST BE RESPECTED AT ALL TIMES.
- ONLY ONE PET AND 4 GUESTS ALLOWED TO OCCUPY THE DWELLING PER STAY
- ONLY PRE-APPROVED PETS ARE ALLOWED WITHIN THE DWELLING
- ALL PETS MUST BE SUPERVISED AT ALL TIMES DURING YOUR STAY. IF LEFT ALONE, ALL PETS MUST BE CRATED.
- NO SMOKING INSIDE OF THE DWELLING
- NO LITTERING OF ANYTHING ANYWHERE.
- KEEP YOUR KEY CODE HANDY AND ALWAYS LOCK ALL DOORS AND WINDOWS BEFORE LEAVING THE DWELLING AT ANY TIME.

Septic Safe Items

We use plant-based soaps and detergents to keep the septic system in good standing. We understand if you bring and use your own soaps, please be mindful to not overload them down the drains. Please, absolutely no bleach permitted on this property.

Lastly, if you notice any backup or slow draining from Toilets, Sinks, or Tubs – notify host immediately, 410-300-0142

Do Not Flush List

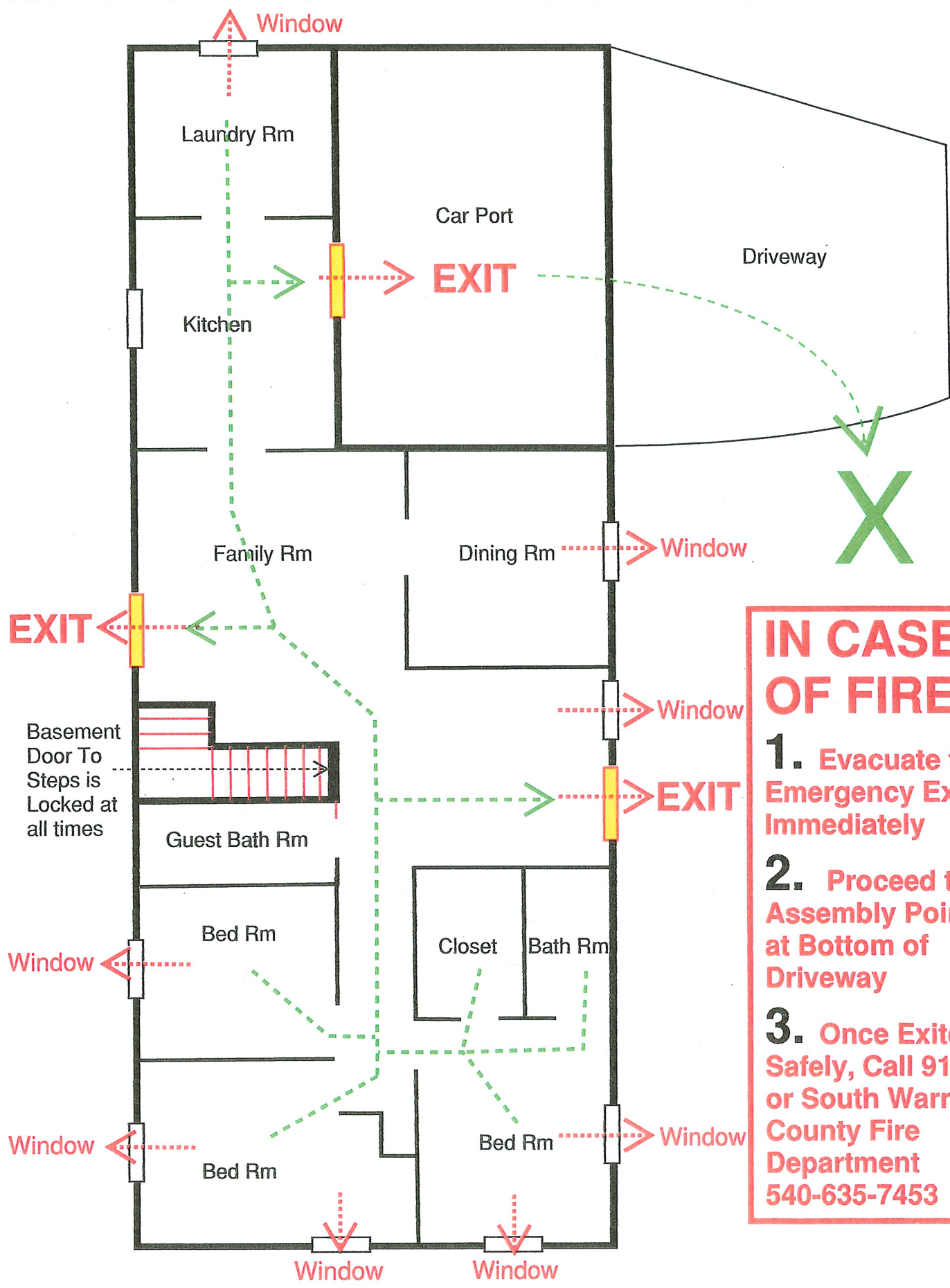
- PLEASE DO NOT FLUSH ANY PRODUCTS OR ITEMS OTHER THAN PROVIDED TOILET PAPER
- Trash cans are available in each bathroom
- Extra trash bags can be found under each bathroom sink

Renters full name

Signature

Date

EMERGENCY EVACUATION PLAN



IN CASE OF FIRE

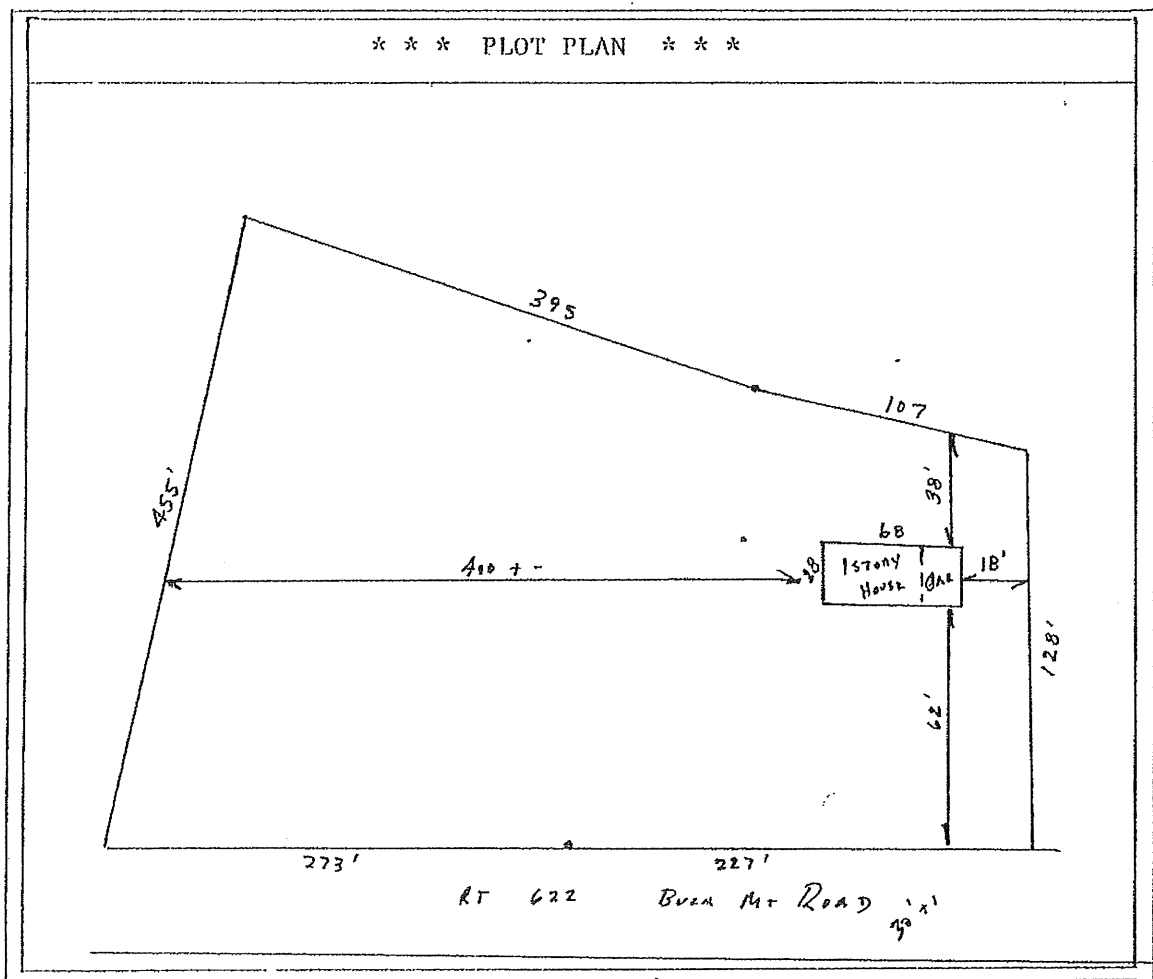
- 1. Evacuate to Emergency Exits Immediately**
- 2. Proceed to Assembly Point at Bottom of Driveway**
- 3. Once Exited Safely, Call 911 or South Warren County Fire Department 540-635-7453**

COUNTY OF WARREN

ZONING ADMINISTRATOR NOTES:

Permit # _____ District SOUTH RIVER Map # 37 Parcel # 63
 Proposed Use SINGLE FAMILY Zoning _____ Health Permit Yes ☒ No
 Subdivision NONE Street Name or Route # 612 BUCK MT ROAD
 Building Setbacks: Center of Right of Way 77 Side 910 / 18 Rear 33 Side Street NONE
 Number of Other Dwellings on Parcel 0 Number of Other Structures on Parcel 0

APPROVED: _____ DISAPPROVED: _____ ZONING ADMINISTRATOR _____



WARNING - Approval of plans is based upon information submitted by the applicant. Any approval found to be procured by misrepresentation of facts or conditions or mis-statements in the application shall be deemed null and void.

I CERTIFY THE ABOVE INFORMATION IS TRUE AND CORRECT:

Signature of Applicant: Daniel Baka Date: Aug. 4, 93
 or
 Authorized Agent: _____ Date: _____

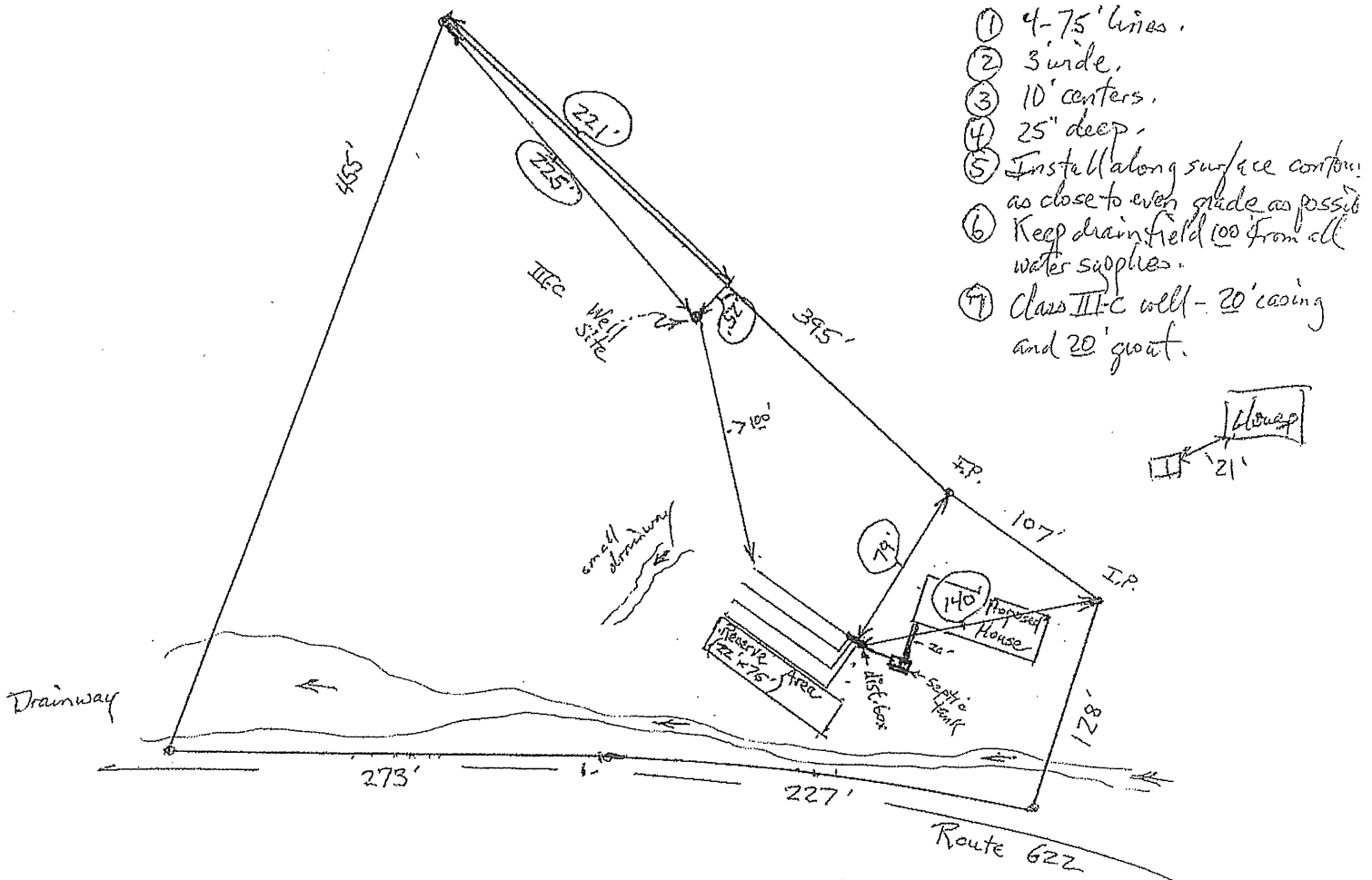
Schematic drawing of sewage disposal system and topographic features.

PAGE 2 OF 2

Show the lot lines of the building lot and building site, sketch of property showing any topographic features which may impact on the design of the system, all existing and/or proposed structures including sewage disposal systems and wells within 100 feet of sewage disposal system and reserve area. The schematic drawing of the sewage disposal system shall show sewer lines, pretreatment unit, pump station, conveyance system, and subsurface soil absorption system, reserve area, etc. When a nonpublic drinking water supply is to be located on the same lot show all sources of pollution within 100 feet.

2 BEDROOM, 4 OCCUPANTS MAXIMUM...

☐ The information required above has been drawn on the attached copy of the sketch submitted with the application. Attach additional sheets as necessary to illustrate the design.



The sewage disposal system is to be constructed as specified by the permit ☒ or attached plans and specifications ☐.

This sewage disposal system construction permit is null and void if (a) conditions are changed from those shown on the application (b) conditions are changed from those shown on the construction permit.

No part of any installation shall be covered or used until inspected, corrections made if necessary, and approved, by the local health department or unless expressly authorized by the local health dept. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon the direction of the Department.

Date: 7-27-93 Issued by: Walter P. Bailey Jr.

Date: 8-2-93 Reviewed by: Bruce R. Hadley

Supervisory Sanitarian

This Construction
Permit Valid until
1-27-98

If FHA or VA financing

Reviewed by Date _____ Date _____

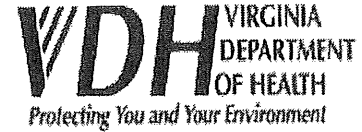
Supervisory Sanitarian

Regional Sanitarian

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



May 17, 2022

Chase Lenz, Zoning Administrator
Warren County Planning and Zoning
220 N Commerce Ave., Suite 400
Front Royal, Virginia 22630

RE: Request for Comments (2022-05-07)
Owner: James Vincent Elliot, Jr.

Dear Mr. Lenz,

I have reviewed your request for comments regarding the property at 2633 Buck Mountain Rd. Bentonville, VA (Tax Map# 37-63D) and I offer the following comments:

1. There is a Construction Permit, ROI and Operation Permit on file for the referenced property dated 7/27/1993, 10/29/1993 and 9/01/1994 respectively.
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.
3. The dwelling is served by a Class IIIC private 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

Chase Lenz

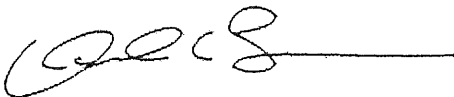
From: David Beahm
Sent: Wednesday, May 25, 2022 9:55 AM
To: Chase Lenz
Cc: Paula Fristoe
Subject: Request for Comments 2022-05-07 –James Elliott – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000182-2022

Comments 2022-05-07 –James Elliott – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000182-2022:

- 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 A

Suit

Front Royal, VA 2

540/636-

FAX 540/636-

dbeahm@warrencountyva.net

www.warrencountyva.net

THIS MESSAGE IS INTENDED SOLELY FOR THE INDIVIDUAL(S) NAMED IN THE HEADER. THIS MESSAGE MAY CONTAIN MATERIAL THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU ARE NOT ONE OF THE INTENDED RECIPIENTS, PLEASE DO NOT READ, COPY, USE, OR DISCLOSE THIS MESSAGE TO OTHERS; PLEASE NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE; AND THEN PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.



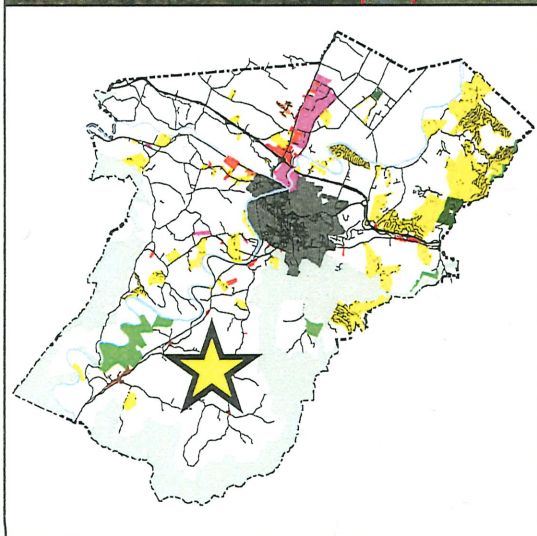
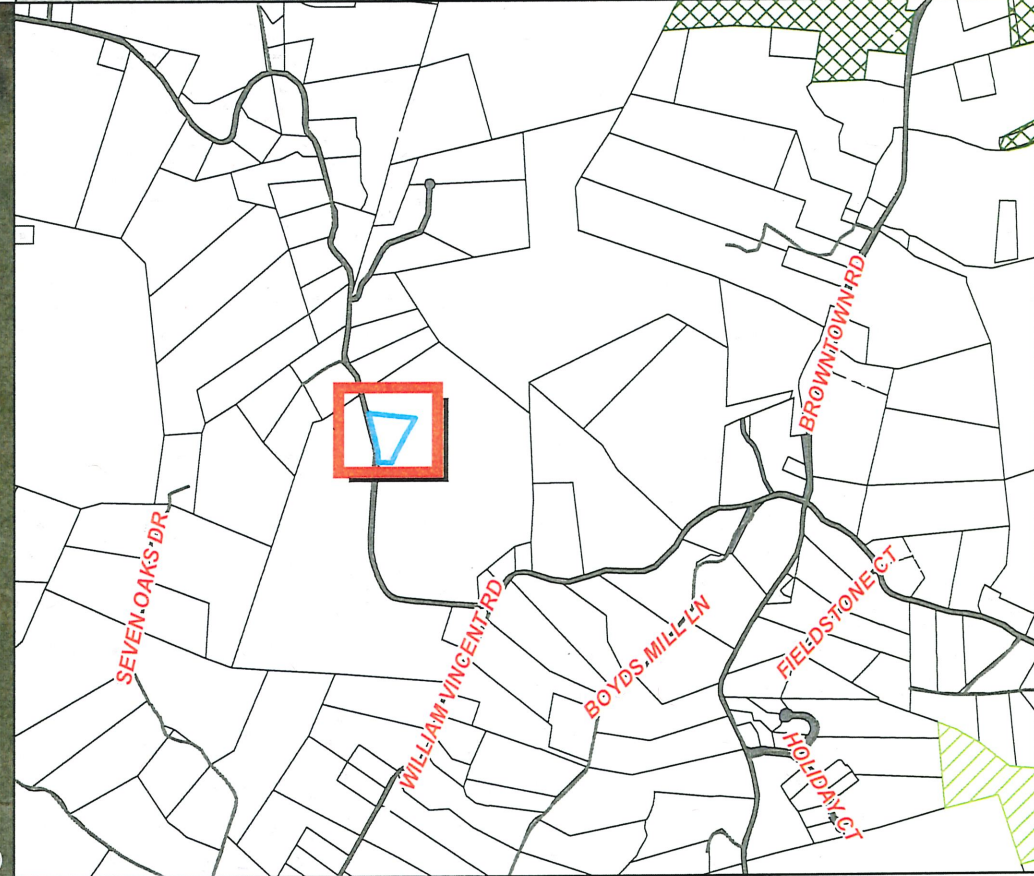
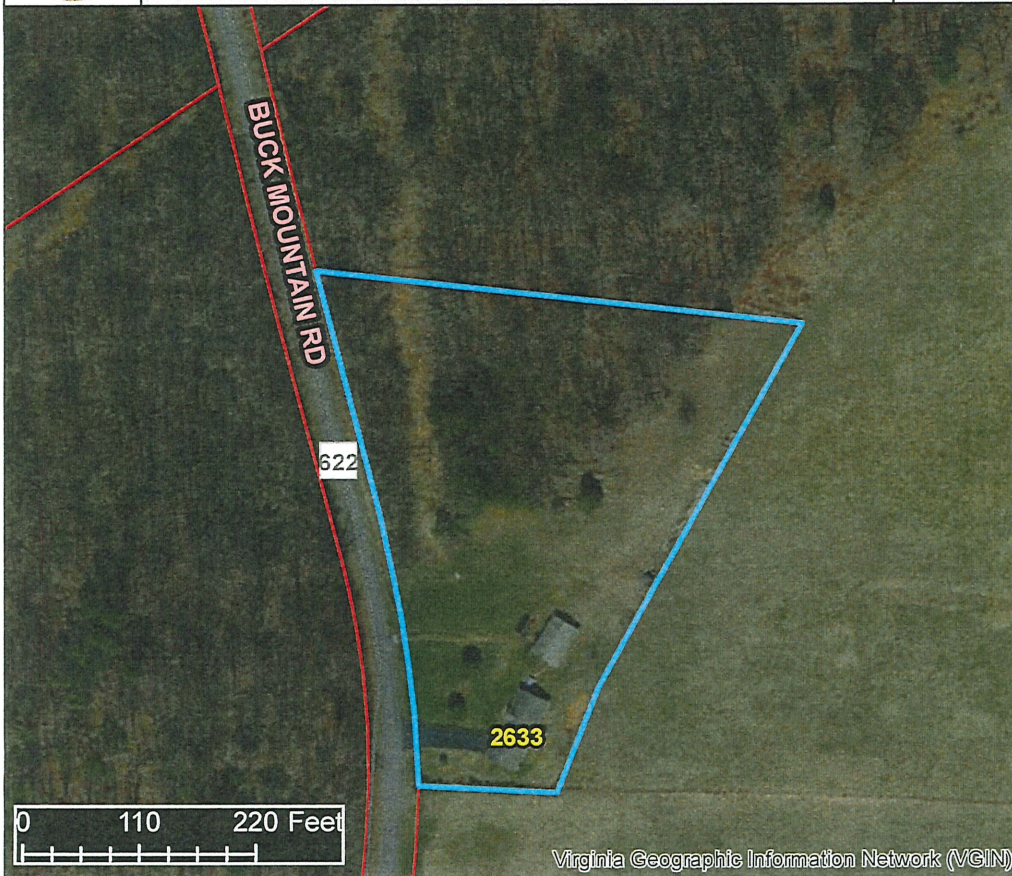
Warren County VA

CUP Location Map



Short Term Tourist Rental
Applicants: James Elliott

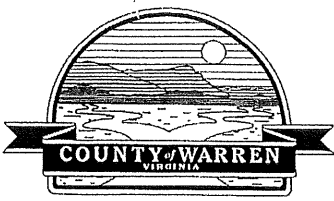
TM 37-----63D
2633 Buck Mountain Rd



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	M-21	Conditional Use Permit #2022-05-08 Self-Realization Fellowship Church Church

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, June 8, 2022, Mrs. Richardson moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Henry and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

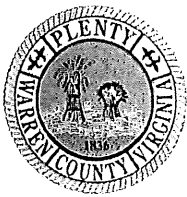
Staff recommends that if the Board of Supervisors is going to approve of this request that the following conditions should be applied:

1. The chapel occupancy shall not exceed the number of occupants to be determined by the VA Uniform Statewide Building Code and VA Dept. of Health approval for an approved on-site sewage system.
2. The applicant shall comply with all Warren County Building Inspections, Virginia Department of Transportation (VDOT) and Warren County Health Department regulations and requirements. These include Building Code requirements for a smoke and fire detector system and change of use and occupancy to the authorized use group.
3. The applicants shall meet the requirements for Code Sections §180-15 for Off-Street parking for a church which requires one (1) parking space per four (4) fixed seats and §180-49.2 for outdoor lighting.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed Conditional Use Permit request for a Church for advertisement of a public hearing.

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



Conditional Use Permit: 2022-05-08 / Church
Self-Realization Fellowship Church , Current Owner/Applicant
Staff Report for the Planning Commission

Prepared: April 26, 2022

Staff Contact: Matt Wendling, Planning Director/County Floodplain Manager

SUMMARY OF REQUEST

The applicant, Self-Realization Fellowship Church has been holding scheduled worship services for their small local congregation here at this site since the early 1980's. They meet in a small chapel that is currently located in the main residence on the property which serves as home for the worship leader as well as her two assistants. Average attendance for the weekday evening services has been 12 to 18 attendees, Sunday morning services may have up to 50 people on average and 30 to 50 for special fellowship events held on Saturday. The board of directors and members of the church are requesting to build a new facility on the grounds so that the residents of the main dwelling can preserve their privacy and for health concerns that came about during the recent Covid-19 pandemic. The church does not intend to increase its size with the new building will be built to accommodate its current congregation and will also include handicapped and senior citizen accessible facilities that the existing chapel does not. The lot is a 5.12 acre parcel located within the 527 acres of land the church owns which is primarily undeveloped woodlands. See statement of justification and addendum sheet for further information and details regarding this request.

PROPERTY INFORMATION

Property Location: 2660 John Marshall Hwy.
Tax Map ID: #30--24A1
Magisterial District: Happy Creek
Subdivision: Greenfield

City: Linden
Zoning: Agricultural (A)
Acres: 5.12
Existing Land Use: Residences, Chapel, Storage Barn

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)
South: Agricultural (A)
East: Residential One (R-1)
West: Agricultural (A)

Use: Woodlands - Rt. 55 - Green Hill Forest Subdivision
Use: Woodlands - Smithsonian Conservation Biology Ins.
Use: High Knob Subdivision
Use: Vacant Lots - Wooded - Leach Run stream

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural (A) zoning district. This property was the core area in which the Battle of Wapping Heights/Manassas Gap was fought on July 23, 1863 between Confederate General Robert E. Lee's Army of Northern Virginia and Union Maj. Gen. George G. Meade's Army of the Potomac. [Battle of Manassas Gap - Wikipedia](#) The current use as a church/chapel is non-conforming since it was established at the time the property was purchased in 1983 and has continued since that time. The request to construct a new chapel for worship services is an expansion of the non-conforming use and thus requires a conditional use permit for the listed use in the Agricultural district. County Planning staff have never received any complaints regarding the property and the use for church services that staff is aware of.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The request is compatible with Code Section §180-21.D(4), indicating district regulations in the Agricultural (A) zoning district by conditional use permit. A church is permitted under this code section as a Conditional Use granted by the Board of Supervisors.

PROPOSAL

Section §180-8 defines Church as:

"A place where persons regularly assemble exclusively for worship. The term "church" includes the term "synagogue," "mosque," "monastery," or other terms for a house of worship, and shall include, where appropriate, real estate of not more than 250 acres, provided that such acreage is or is to be devoted exclusively to a church building, chapel, monastery, cemetery, offices used only for administrative purposes of the church, a Sunday school building, church manse, parsonage or rectory, playgrounds, recreation areas or parking lots for the convenience of those attending any of the foregoing." [Amended 5-21-2002]

SUPPLEMENTARY REGULATIONS FOR CHURCHES

There are no supplemental regulations in the Warren County Zoning Ordinance for a church. All conditions will be based on comments received by the Warren County Building Official and State agencies. The currently location for parking meets the needs of the church at this time and will not require an expansion with the exception of two new handicapped parking spaces which will be installed adjacent to the new structure.

SEWAGE DISPOSAL

A construction permit and soil work has been submitted, and the septic system has been designed by Perry Engineering to meet the needs of the church meeting facility. The proposed drain field sites are shown on the plat submitted by Brogan Surveying. Water Quality Reports of Analysis have been submitted by the applicant for October 27, 2021 and January 6, 2022 and both meet the requirements for Total Coliform and E.coli which were both shown to be absent.

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 conditions may be modified and additional conditions may be added after all agency comments have been received.

1. The Chapel occupancy shall not exceed the number of occupants to be determined by the VA Uniform Statewide Building Code and VA Dept. of Health approval for an approved on-site sewage system.
2. The applicant shall comply with all Warren County Building Inspections, Virginia Department of Transportation (VDOT) and Warren County Health Department regulations and requirements. These include Building Code requirements for a smoke and fire detector system and change of use and occupancy to the authorized use group.
3. The applicants shall meet the requirements for Code Sections §180-15 for Off-Street parking for a church which requires one (1) parking space per four (4) fixed seats and §180-49.2 for outdoor lighting.

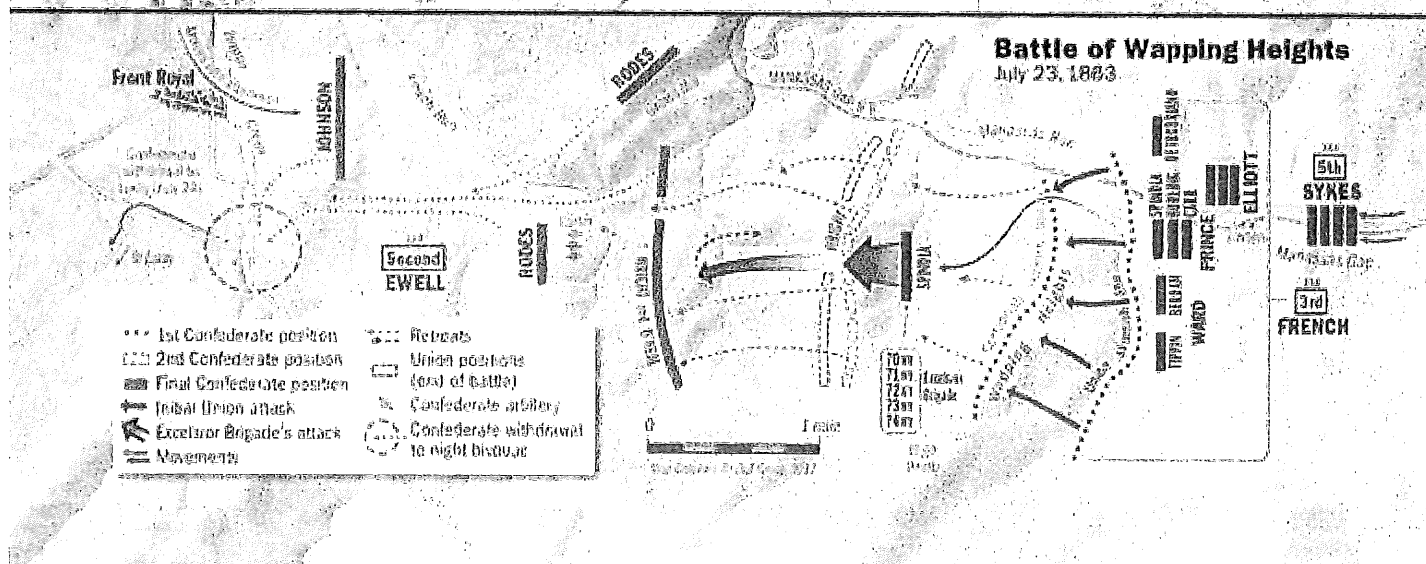
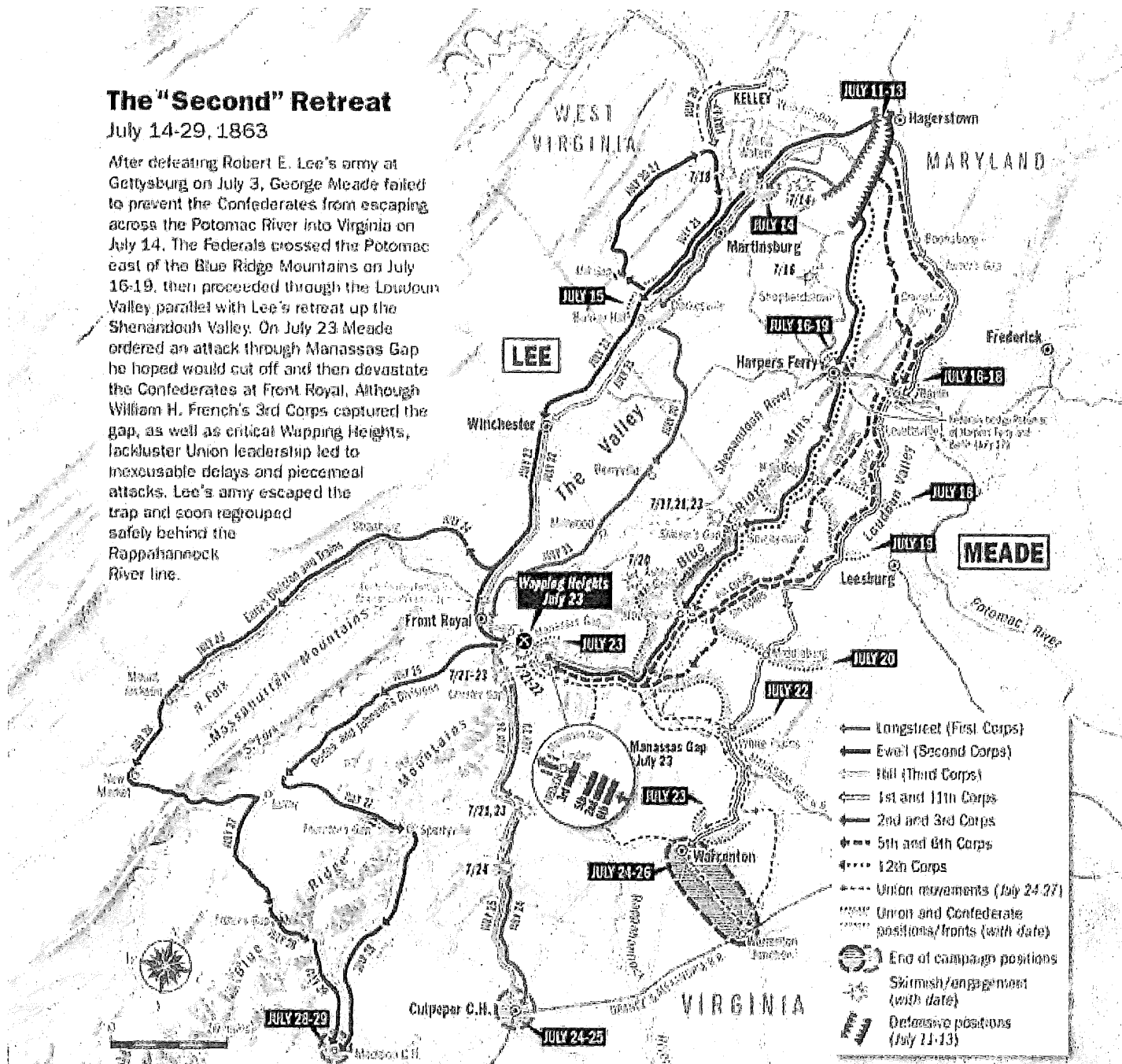
Cc: Self-Realization Fellowship Church: Contact, Keith Arnett – Owner/Applicant



The "Second" Retreat

July 14-29, 1863

After defeating Robert E. Lee's army at Gettysburg on July 3, George Meade failed to prevent the Confederates from escaping across the Potomac River into Virginia on July 14. The Federals crossed the Potomac east of the Blue Ridge Mountains on July 16-19, then proceeded through the Loudoun Valley parallel with Lee's retreat up the Shenandoah Valley. On July 23 Meade ordered an attack through Manassas Gap he hoped would cut off and then devastate the Confederates at Front Royal. Although William H. French's 3rd Corps captured the gap, as well as critical Wapping Heights, lackluster Union leadership led to inexcusable delays and piecemeal attacks. Lee's army escaped the trap and soon regrouped safely behind the Rappahannock River line.



Statement of Justification

Conditional Use Permit Application

Self-Realization Fellowship Church

Self-Realization Fellowship (SRF) has been conducting regularly scheduled worship services at this location since acquiring the property in the early 1980's, serving a small local congregation. The congregation has been meeting in a small chapel located in the main residence on this property, accommodating 12-18 people for each of the two worship services held on Tuesday and Thursday evenings, and a slightly larger number of people for Sunday morning worship services. The location is extremely secluded, surrounded on all sides by 527 acres of undeveloped land owned by Self-Realization Institute of Virginia (SRF's Virginia affiliate). Thus, the use creates virtually no inharmonious or negative impact on neighboring properties and, due to the small size of the congregation, little or no impact to traffic.

Over the years, however, several challenges have arisen with using the main residence building as a chapel, making it a less than ideal scenario:

- The residence serves as the home for our worship leader as well as two assistants. Accommodating the congregation in their home several times a week requires sacrifices both of privacy and convenience.
- The arrival of COVID-19 in early 2020 presented another challenge: the small chapel would not accommodate the congregation after accounting for the social distancing recommended by health authorities. As a result, worship services in this chapel have been cancelled since the beginning of COVID-19, and remain cancelled to this day. There are no other locations available on the property for these services.
- The congregation, like many others, is aging, but the main residence is not accessible to individuals with disabilities, nor are there any accessible restrooms in the building for those with disabilities.

Based on these considerations, we have determined that the best way forward is to build a chapel building to accommodate the existing congregation. The chapel would be sized to enable the congregation to meet while following social distance guidelines, and to provide full access and restroom facilities for individuals with disabilities. By relocating from the original location, the residents of that building will be afforded the peace, privacy, and convenience of their own home.

We wish to underscore that this new chapel building is to be constructed solely to provide the same accommodations as those found in the original chapel in the main residence (except for the addition of disability access).

To further clarify, we would like to stipulate that this facility is not expanding usage or creating any new uses – we will simply continue to do what we have been doing for the past 35+ years, only we will be doing it in a more appropriate building. We are not planning for any additional people, any additional cars, or any additional activities.

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-05 08
 Date Received: 4-20-22
 Fee Amount: \$ 200.00 CK# 6414
 Date Paid: 4-25-22

Applicant Information:

Self-Realization Fellowship Church

Applicant Name

<u>2660 John Marshall Hwy</u>	<u>Front Royal</u>	<u>VA</u>	<u>22630</u>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

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

<u>540-631-5024</u>	<u>brahmani@yogananda-srf.org</u>
<i>Primary Contact Number</i>	<i>Email</i>

Self-Realization Fellowship Church

Property Owner (if same as applicant, leave blank)

<u>3880 San Rafael Ave.</u>	<u>Los Angeles</u>	<u>CA</u>	<u>90065</u>
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

323-225-2471

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: 2660 John Marshall Hwy, Front Royal VA 22630
- (2) Election District: Happy Creek
- (3) Tax Map Number: 30 24A1
- (4) Subdivision Name: N/A
- (5) Total Area of Property (acres): 5.12
- (6) Total Area to be Used (acres): Approx. 0.15 acres including septic field
- (7) Total Road Frontage (feet): See addendum sheet
- (8) Depth of Property (feet): See addendum sheet
- (9) Present Zoning: Agricultural

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: See addendum sheet
- (2) Current land use and condition of site: See addendum sheet
- (3) Zoning of surrounding land/property: See addendum sheet
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: 6-8 months
- (6) Season, days, and hours of operation: See addendum sheet
- (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.)
Existing sign at entrance on John Marshall Hwy. - see photo in addendum
- (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: 3
- (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: See addendum sheet
- (12) Number of parking spaces to be provided: Regular 34 Handicap 2
- (13) What is the proposed landscaping and buffering for this property? _____
Building will be approx. 1/3 mile from road, not visible to any neighbors or other structures.

C. Plans Prepared By

Name: Frederick Andreae Architects,

Address: 25 South Royal Ave. Front Royal VA 22630

Telephone Number: 540-635-5135

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. This is a relocation of existing activities already taking place on the property.

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) _____
No. There will be no additional debris generated by this activities in this structure. No new activities will be taking place in this building.
- (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 hazardous substances will be used or stored on the property
- (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. There will be no potentially hazardous emissions other than standard waste water from the bathrooms and warming kitchen. This will be directed to a professionally designed, VDH-certified septic system.
- (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? _____
There will be no additional traffic created by this building.
- (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. _____
See addendum

**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.**
South on Commerce Ave. from Government center to Rt. 55/John Marshall Hwy, then turn left.
Approximately 2.5 miles east on John Marshall Hwy., arrive at property on right.

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.

Joseph Bouchard 3/8/2022
Applicant Signature Date

Joseph Bouchard 3/8/2022
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

Addendum Sheet to Conditional Use Permit Application

Self-Realization Fellowship Church

Item A.7: Total Road Frontage (feet): The property referenced as Tax Map ID 30 24A1 actually has no road frontage, as it is enclosed entirely by property referenced as Tax Map ID 30 21, consisting of 527.3 acres, owned by the Self-Realization Institute of Virginia, Inc.. Lot 30 24A1 is accessed from Rt. 55/John Marshall Hwy, by a gravel drive of approximately ¼ mile in length. For the record, the road frontage of lot 30 21 is approximately 3,710 feet

A.8: Depth of Property: The property referenced as Tax Map ID 30 24A1 is irregular in shape; it is approximately 432 feet deep and 494 feet wide at its widest points. At its nearest point to John Marshall Hwy, lot 30 24A1 is approximately 960 feet from the road.

B.1: State the proposed use(s) for the Conditional Use Permit: The purpose of this building is to relocate our existing church services to a new building. We are not planning for any additional people, any additional cars, or any additional activities. For more details, see the Statement of Justification.

B.2: Current Land Use and Condition of Site: The proposed building site is currently a mowed field in its natural state.

B.3: Zoning of surrounding land/ property: As described above, lot 30 24A1 is completely surrounded by lot 30 21, which is zoned agricultural. All properties adjoining Lot 30 21 are zoned agricultural, with the following exceptions:

- All adjoining properties along the eastern boundary of lot 30 21 and south of Rt. 55/John Marshall Hwy. are part of High Knob Subdivision, and are all zoned Residential R-1.
- All property south of the southern boundary of lot 30 21 is owned by the U.S. Government and serves as the Smithsonian Conservation Biology Institute. It is zoned Federal.

B.6: Season, days, and hours of operation: The church is in use year-round, with services held on Sunday morning, and Tuesday and Thursday evenings. See **B.11** for the number of people present. The grounds are open as follows:

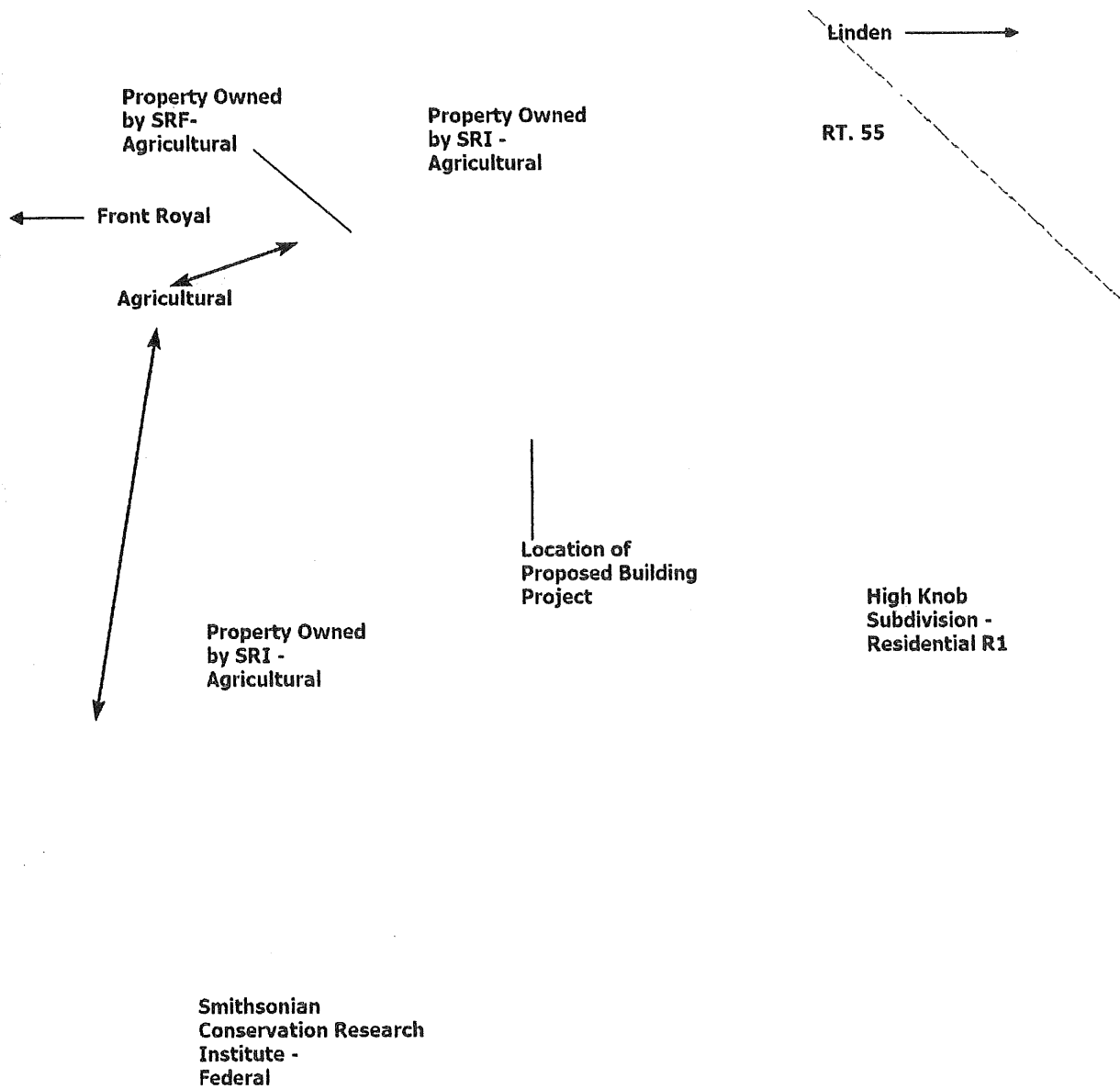
- Monday: Closed
- Tuesday: 9 am – 9:30 pm (evening service 6:30 – 9:30 pm)
- Wednesday: 9 am – 5 pm
- Thursday: 9 am – 8:45 pm (evening service 7:30 – 8:45 pm)
- Friday: 9 am – 5 pm
- Saturday: 9 am – 12:30 pm (fellowship events are held on Saturday evenings, generally once every 2-3 months, 6:00 – 9:00 pm)
- Sunday: 9 am – 1 pm (morning services 10:00 am – 12:00 pm)

B.7: Photo of existing sign: This sign has been in place since the early 1980's.



B.11: Number of persons to be served by the sewage disposal system: The original chapel building has been operating with a septic system approved by VDH for the usage described above. The new chapel building septic system has been designed for similar usage; i.e., 8 or fewer users during regular periods of use; 12-18 people on Tuesday and Thursday evenings, and 50 people on Sunday mornings. Occasional fellowship events as noted in **B.6** may be attended by 30-50 people.

D.7: Will exterior lighting be used?: Walkway lighting and porch lighting will be used for evening services. These outside lights will not be visible to any neighboring properties or from Rt. 55/John Marshall Hwy.



Location Map

VA. RT. 55 - D.B. 50 - P. 36

BOOK 309

PAGE 219

N60°18'09"E-640.30'
S11°01'35"E
115.00'

S21°10'50"E
50.83'

FOUND!
CHORD N61°10'03"E
70.39'
ARC 70.39'

R/W DETAIL
1" = 250'

R/W TO RT. 55

S07°24'30"E
331.16'

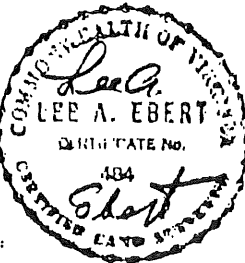
S12°46'40"E
357.66'

S18°30'00"E
42.34'

APPROXIMATELY 906' TO ROUTE 55

R/W TO RT. 55
A SEE DETAIL

INGRESS /
EGREES ROAD
TO PROPERTY



(5.123 ACRES)

OTHER LAND

OTHER LAND
20' WALKWAY
S62°53'32"E - 395.48'

(6) EXISTING
DWELLING
PARKING

(16) EXISTING
CHURCH
PARKING
(2) EXISTING
DWELLING
PARKING

N73°10'53"E-228.00'

FUTURE 3 BAY GARAGE

IRON PIN
N12°08'18"W-370.10'

1 STORY
FRAME
HOUSE

1 STORY
FRAME
HOUSE

(10) EXISTING
CHURCH PARKING

FRAME
BARN

2-STOREY
STONE
CHICKEN HOUSE

S42°07'48"W
152.94'

20' LOCUST

S61°55'24"W-314.84'

OLD STONE WALL
8' LOCUST
10' WALNUT

NEW
MEETING
HALL

1 STORY
FRAME
HOUSE

2 STORY
FRAME
HOUSE

(2) NEW
H-CAP
ACCESSIBLE
PARKING

1
ST-1B

1983 SURVEY W/ EXISTING PARKING

Scale: 1" = 100'-0"

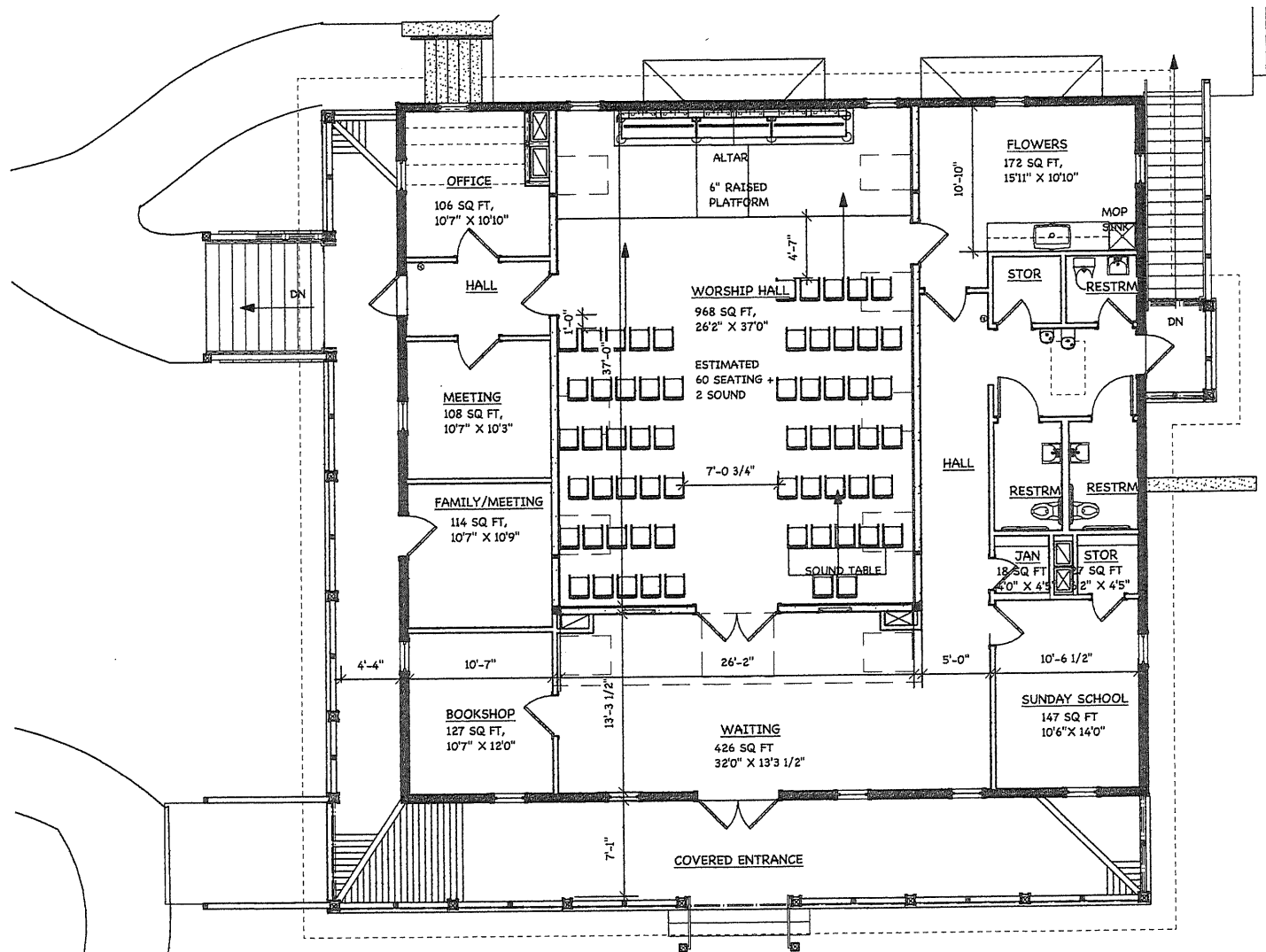
PARKING REQUIREMENTS:

(4) DWELLING UNITS X 2 PARKING PER DWELLING =
8 PARKING SPACES
62 CHAIRS + 2 LEADERS (SANCTUARY) 64 / 4 = 16
PARKING FOR CHURCH

REQUIRED PARKING = 24 SPACES

EXISTING PARKING SPACES = 34 + (2) NEW H-CAP
ACCESSIBLE PARKING SPACES (PAVED OR WITH
COMPACTED STONE DUST)

NOTE: ORIGINAL PLAT PREPARED BY LEE EBERT, PLC 1983;
EXISTING PARKING AND NEW ACCESSIBLE PARKING
SUPERIMPOSED ON SURVEY BY FRED ANDREAE
ARCHITECTS, 4-12-22

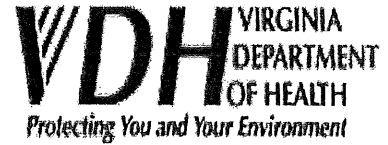


3 FIRST FLOOR PLAN + SANCTUARY SEATING
S-1 Scale: 1/8" = 1'-0"

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



May 20, 2022

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

RE: Request for Comments (2022-05-08)
Owner: Self-Realization Fellowship Church

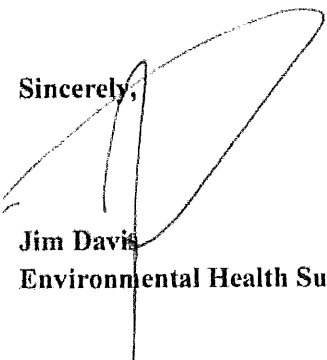
Dear Mr. Wendling,

I have reviewed your request for comments regarding the CUP for a church to be located at 2660 John Marshall Hwy. Front Royal, VA (Tax Map# 30-24A1) and I offer the following comments:

1. Within the packet we received from you concerning your request, documentation was included from a private OSE dated March 5, 2022 that appears to indicate the proposed new building is to be connected to a new onsite sewage disposal system. The OSE documentation appears to be in order. The applicant will need to apply to this office for an onsite sewage system construction permit. The application must include an original OSE packet. The system design is for 500 gallons per day or 100 persons at 5 gpd each.
2. It appears the new building will be connected to an existing private well.

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

Sincerely,



Jim Davis
Environmental Health Supervisor

Matt Wendling

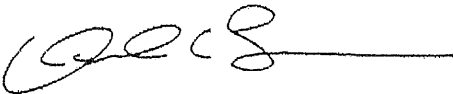
From: David Beahm
Sent: Tuesday, May 17, 2022 2:01 PM
To: Matt Wendling
Cc: Paula Fristoe
Subject: Request for Comments 2022-05-08 – Self-Realization Fellowship Church – Conditional Use Permit for New Church Facility – WCCUP-000183-2022

Comments 2022-05-08 – Self-Realization Fellowship Church – Conditional Use Permit for New Church Facility – WCCUP-000183-2022:

- Erosion and Sediment Control (ESC) Items:
 - Land disturbance is indicated within the application with regards to a new building and potentially addition septic areas. As such, if the work exceeds ten thousand (10,000) square feet an application and permit would be required. Which would be a normal submission including a full plan review application
 - Additionally, the activity appears that it would exceed one (1) acre and would require submission to the Department of Environmental Quality (DEQ) for Stormwater. Approval by DEQ (Construction General Permit) would be required prior to any ESC Permit and any type of Building Permit being issued by Warren County.
- Building Inspections Items:
 - When any building construction related activity (structure, electrical, plumbing, mechanical, etc.) starts, it would be subject to the normal requirements of application, review and approval prior to work beginning.
 - All building requirements are based on the Virginia Uniform Statewide Building Code (USBC).

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

Respectfully,



David C. Beahm, CBO
Building Official

dbeahm@warrencountyva.net

Warren County Building Inspections

220 North Commerce A
Suite 100
Front Royal, VA 22635

540/636

FAX 540/636

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.

Taryn read file -



151 Windy Hill Lane
Winchester, VA 22602

June 29, 2015

Fred Andrae Architects
25 S. Royal Avenue
Front Royal, VA 22630

Attn: Fred Andrae

Re: Self-Realization Fellowship Greenfield Center
Site Plan for a 10,000 SF Worship Center

Dear Mr. Andrae:

Greenway Engineering, Inc. is pleased to offer this proposal for surveying and engineering services for a proposed 10,000 square foot worship center at the Self-Realization Fellowship Greenfield Center located in Warren County, Virginia at 2660 John Marshall Highway, Front Royal, Virginia. The proposed site area will be constructed on approximately 6 to 8 acres of an undeveloped agricultural zoned parcel containing approximately 528 acres. This parcel of land is identified in the Warren County Tax Records as Tax Map #20-21, and is currently owned by the Self Realization Institute of VA, Inc. The proposed use of the property for the development of a church/worship center will require a Conditional Use Permit (CUP) Application and is not included in this proposal. Greenway will however provide the owner with the supporting engineering documents that will be required for the CUP application. A summary of services being offered with this proposal, followed by a detailed scope of those services, is as follows.

Engineers Surveyors Planners Environmental Scientists Laboratory
Telephone 540-662-4185 Fax 540-722-9528
www.greenwayeng.com

File #5969F/P02449-Self Realization Fellowship/KP/dls

SUMMARY OF SERVICES

Surveying:

- Asbuilt Topographic Survey
- Drainfield/Well Site Location Survey

Engineering:

- Preliminary Sketch and Conceptual Plan Layouts
- Community Impact Statement (for CUP Application)
- Site Plan Design
 - 10K SF Building
 - Parking Area for 100± Spaces
 - Access Drive w/Commercial Entrance onto John Marshall Highway
 - Vehicular Access for Maintenance from Existing Facilities
- Stormwater Management/Water Quality Plan
 - Stormwater Management Facility Design
 - Best Management Practices (BMP) Design
 - Soil Infiltration Testing – KSAT
- Erosion and Sediment Control Plan
- VDOT Maintenance of Traffic Plan
- VDOT Land Use Permit
- VSMP Registration and Land Disturbance Permit
 - Stormwater Pollution Prevention Plan (SWPPP)

Environmental:

- Environmental Impact Statement (for CUP Application)
 - Field Review and Inspection
- Soils Evaluation for Drainfield Location
- Drainfield Design
- Final Drainfield Inspection



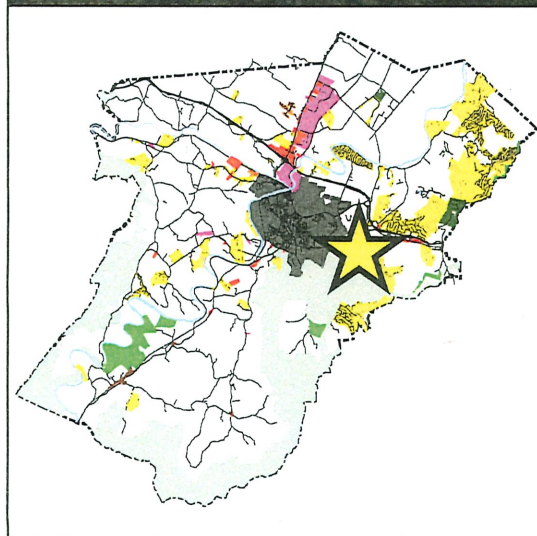
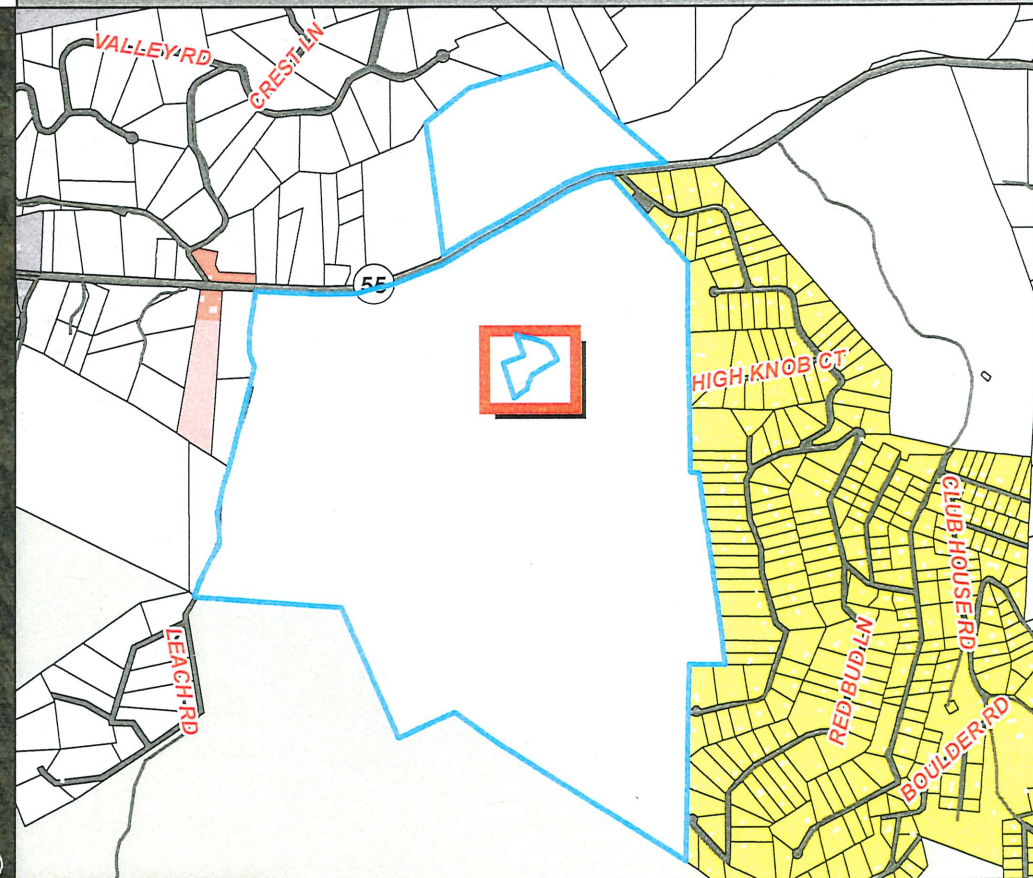
Warren County VA

CUP Location Map



Church
Applicants: Self Realization Fellowship

TM 30-----24A1
2660 John Marshall Hwy



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE 06/28/2022	ITEM M-22	SUBJECT: Conditional Use Permit #2022-06-10 Shahi Foods, LLC <i>Food Processing Facility</i>
<u>EXPLANATION & SUMMARY:</u> 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. Prevent such use from changing the character and established pattern of development of the community.		

PLANNING COMMISSION STATUS:

This application is scheduled for a public hearing in front of the Planning Commission on July 13, 2022. The Board of Supervisors will have the Planning Commission's recommendation for the Board public hearing on July 19, 2022, if this is advertised.

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. All associated materials shall be stored inside the building.
3. The applicants shall prohibit overnight parking of trucks along Baugh Drive.
4. Southbound truck traffic should be directed to utilize Baugh Drive (RT 702) to Toray Drive (RT 720) to access Winchester Road (RT 340/522) to reduce the traffic on Fairground Road (RT 661).
5. Property shall be maintained in accordance with the original approved site plan. Any modifications shall require a review of the site plan by the Warren County Planning Department.
6. All outdoor lighting fixtures shall be full-cutoff (shielded) fixtures as required by the Warren County Zoning Ordinance.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed conditional use permit request of Shahi Foods, LLC for a Food Processing Facility for advertisement of a public hearing.

SUBMITTED BY:

Matthew Wendling,
Planning Director/CFM

DISPOSITION OF BOARD:

☐ APPROVED ☐ OTHER (Describe)

PROCESSED BY:



Conditional Use Permit 2022-04-01: Food Processing
Owner/Applicant: FR-WC EDA (Owner)/Shahi Foods LLC (Applicant)
Prepared: May 31, 2022
Staff Contact: Matthew P. Wendling, Planning Director/CFM

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a food processing facility. Shahi Foods LLC Group, a specialty ice cream bar producer with a distribution network in 20 states, including New York, New Jersey, Texas, Ohio, and Virginia. Shahi projects \$7 million capital investment and a 5-year employment projection of 100 individuals. They are currently going through a 60-day study period with the EDA and have requested the conditional use permit to have land-use approval by the time they close on the property. They project to begin manufacturing operations at the Baugh Drive site in the late fall of 2022.

PROPERTY INFORMATION

Property Location: 426 Baugh Drive
Tax Map ID: 5C-----5
Magisterial District: North River
Subdivision: Stephens Industrial Park

City: Front Royal
Zoning: Industrial (I)
Acres: 13.9393
Existing Land Use: Former Manufacturing Facility

SURROUNDING ZONING DISTRICTS & USES

North: Industrial (I)
South: Industrial (I)
East: Industrial (I)
West: Industrial (I)

Use: Industrial (Ferguson Enterprises)
Use: Vacant Lot
Use: Industrial (Westin Foods)
Use: Vacant Lot & Industrial (Sysco Foods)

PROPERTY HISTORY

This property had any previous Conditional Use Permits (2007-01-01) issued for a trade show exhibit manufacturing facility within the Industrial zoning district. The former CUP has since expired. The 76,800 square feet office and production building was constructed in 2008 and the property does not have a record of any previous zoning violations. The property was leased to SYSCO for storage and that lease recently expired.



ATTACHMENTS

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

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for industrial land uses. A Food Processing Facility is a use allowed by conditional use permit in the Industrial zoning district and is compatible with the current Warren County Zoning Ordinance.

SUPPLEMENTARY REGULATIONS

There are no supplemental regulations for this specific use.

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. All associated materials shall be stored inside the building.
3. The applicants shall prohibit overnight parking of trucks along Baugh Drive.
4. Southbound truck traffic should be directed to utilize Baugh Drive (RT 702) to Toray Drive (RT 720) to access Winchester Road (RT 340/522) to reduce the traffic on Fairground Road (RT 661).
5. Property shall be maintained in accordance with the original approved site plan. Any modifications shall require a review of the site plan by the Warren County Planning Department.
6. All outdoor lighting fixtures shall be full-cutoff (shielded) fixtures as required by the Warren County Zoning Ordinance.

Cc: Front Royal-Warren County Economic Development Authority – Owner
Shahi Food Group, LLC – Applicant

ATTACHMENTS

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

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-06-10
 Date Received: 6-1-2022
 Fee Amount: \$ 500.00
 Date Paid: _____

Applicant Information:

Shahi Food Group LLC

Applicant Name

Address City State Zip

426 Baugh Drive, Front Royal, VA 22630

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

Primary Contact Number Email

Front Royal-Warren County Economic Development Authority

Property Owner (if same as applicant, leave blank)

400 Kendrick Lane, Suite D Front Royal VA 22630

Address City State Zip

Jeff Browne, FR-WCEDA Board Chair, 540-635-2182

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: 426 Baugh Dr, Front Royal, VA 22630
- (2) Election District: North River
- (3) Tax Map Number: 5C-----5
- (4) Subdivision Name: Stephens Industrial Park
- (5) Total Area of Property (acres): 13.9393
- (6) Total Area to be Used (acres): 7
- (7) Total Road Frontage (feet): 875'
- (8) Depth of Property (feet): approx. 800'
- (9) Present Zoning: Industrial

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: § 180-28D(6) Food Processing
- (2) Current land use and condition of site: Former Trade Show exhibit manufacturer
- (3) Zoning of surrounding land/property: Industrial
- (4) Will development be staged? ☐ Yes ☐ No
- (5) Construction Time: Existing Building
- (6) Season, days, and hours of operation: Year round
- (7) Will there be a sign? ☒ Yes ☐ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
Signage will meet requirements of Code § 180-14 and be consistent with existing signage
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) Yes, CUP2007-01-01
- (9) Number of full time employees: 100
- (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: 100
- (12) Number of parking spaces to be provided: Regular 65 Handicap 3
- (13) What is the proposed landscaping and buffering for this property? _____
Existing Landscaping in place per previous CUP and Site Plan Approval

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?) _____
N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

15-20 trucks per month. 100 shift employees within 5 years

- (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. _____

Existing lights

**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.**

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

Property Owner Signature

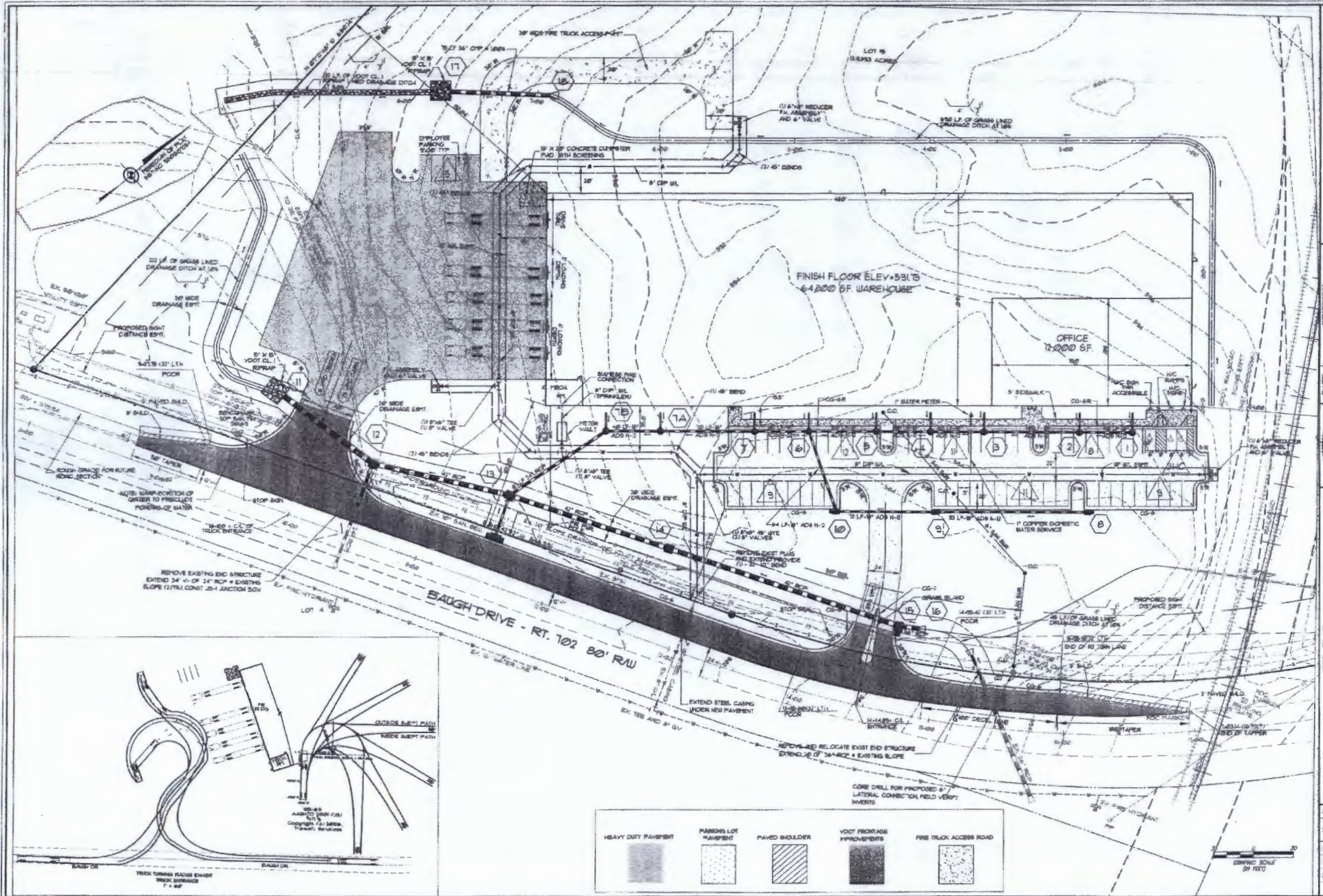
Date

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



GREENWAY ENGINEERING



121 WINDY MEADOW LANE
GREENWAY ENGINEERING, VIRGINIA 22604
TEL: 703-222-8888
WWW.GREENWAYENGINEERING.COM



ATLANTIC SKYLINE
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VA

DATE: JUNE, 2007
SCALE: 1" = 50'
DESIGNED BY: ML
FILE NO.: 2108A
SHEET 3 OF 10
07-60



FOR IMMEDIATE RELEASE

For more information contact:

Jeffrey Browne, Chair

540-635-2182

The Front Royal Warren County EDA held a special meeting on Friday, May 13th at 8:00 AM. All Board members were present. The Board entered into closed session to review a proposed relocation and expansion of a business to Warren County.

As a result of the closed session, The EDA approved a contract and sale of 426 Baugh Drive in Stephens Industrial Park to Shahi Food Group.

Shahi Food Group

The EDA is pleased to announce the contract to sell 426 Baugh Drive, an EDA property, to Shahi Food Group. The sales price of the property is \$5.7M. Shahi projects \$7M capital investment and a 5-year employment projection of 100 individuals. Shahi is projected to begin manufacturing operations at the Baugh Drive site in the late fall of 2022.

Shahi is currently based in a nearby county and has been in business for over 30 years. They produce an ethnic ice cream bar called Shahi Kulfi in 6 flavors – chocolate, strawberry, cream, pistachio, mango, and coconut. They currently distribute to over 2000 retail outlets in 20 states and have a large market presence in New York, New Jersey, Texas, Ohio, and Virginia.

Shahi is approved for retail sales in large grocery and warehouse stores in the US and has received approvals for European distribution of their products. The parent company of Shahi Foods is Shadchem—an international food and consumer products group with a presence in over 16 countries.

The EDA is incredibly excited about another food manufacturer locating in the Stephens Industrial Park of Warren County. EDA Chair Jeff Browne said “this sale is a team effort with everyone taking an active role in determining

that Shahi Food Group is a good fit for our community and has a tremendous upside as it expands in the United States and internationally. Furthermore, not only is the sale bringing jobs and investment to Warren County, but EDA is retiring a significant portion of its bank loans.”

###



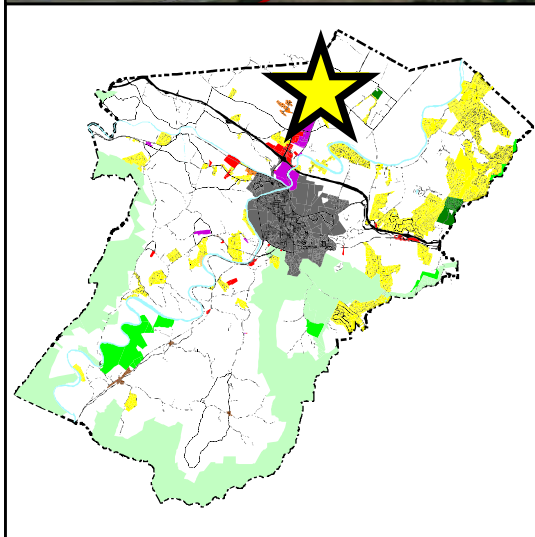
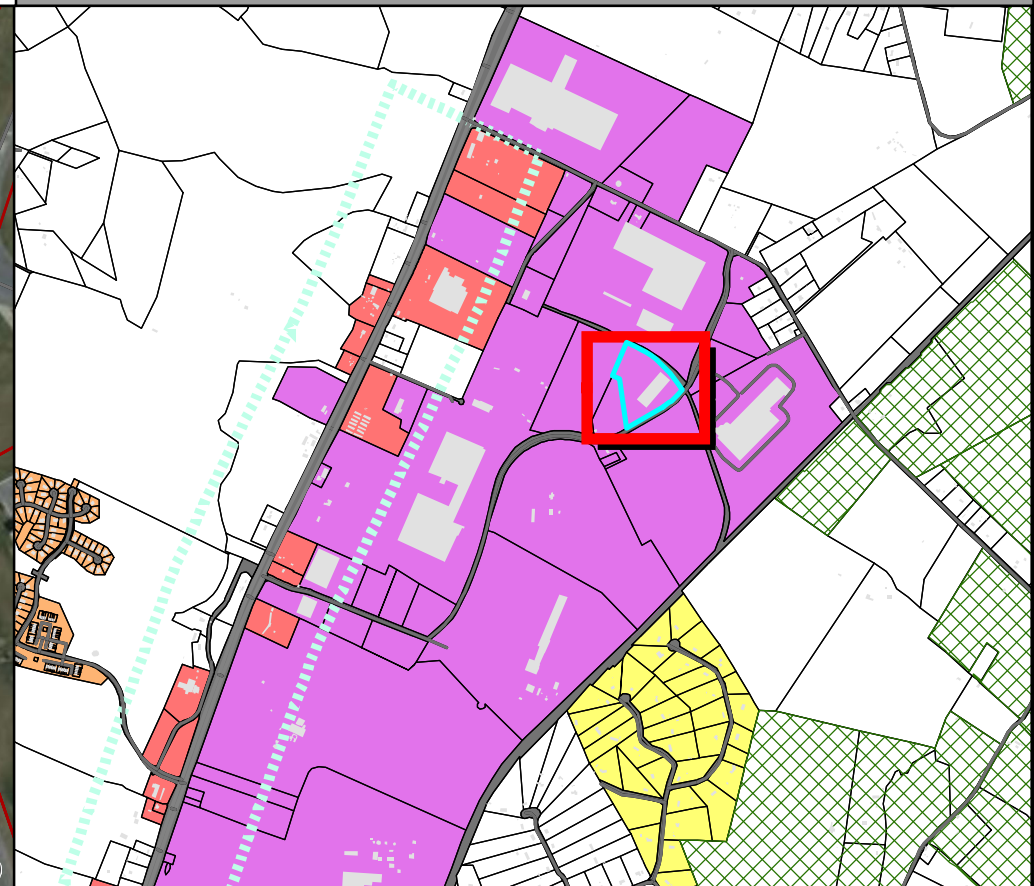
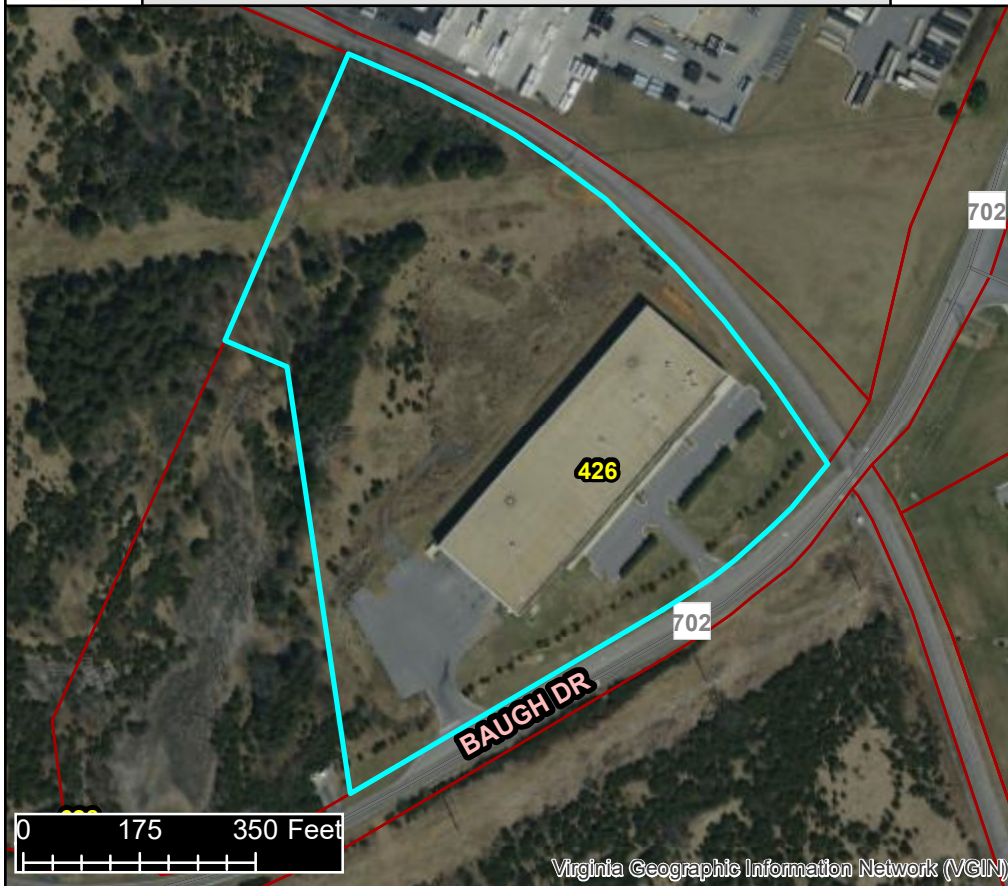
Warren County VA

CUP Location Map



Food Processing
Applicants: Shahi Food Group

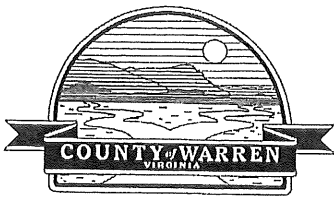
TM 5C-----5
426 Baugh Drive



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	M-23	Zoning Ordinance Amendment - Z2022-05-02 An ordinance to amend Sections §180-8 <i>Definitions</i> and §180-16 <i>Floodplain Overlay District; dam break inundation zones</i> of the Warren County Code.

EXPLANATION & SUMMARY:

On March 16, 2022, the Board of Supervisors approved a request to amend the Floodplain Overlay District ordinance with the recommended changes based on the 2019/2020 review of the County ordinance that were recommended by FEMA after their Community Assistance Visit (CAV) in March of 2019. These current amendments are for changes, additions, corrections, and updates based on a third-party review of a FEMA consultant of the latest ordinance which were not observed during the review of the ordinance by FEMA, VA DCR and County staff in the most recent update.

The last major review and revision to the ordinance was done between 2012 and 2013 and adopted by the Board on May 21, 2013. During the CAV both FEMA and the VA Department of Conservation and Recreation assisted in the current review of the proposed amended ordinance providing recommendations based on the FEMA Region III Ordinance Review Checklist and the FEMA publication on Higher Standards. In order for the County to meet the requirements of FEMA and the NFIP to participate in the Community Rating System program the County's Floodplain Overlay District ordinance must meet certain provisions and incorporate the voluntary higher standards in order to gain credits for the Community Rating System scoring system.

PLANNING COMMISSION STATUS:

On Wednesday, June 8, 2022, 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 4-0.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize the proposed zoning text amendment for advertisement for a public hearing.

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

AN ORDINANCE TO AMEND SECTION §180-16 OF THE WARREN COUNTY CODE AND ADD THE CHANGE TO THE DEFINITION OF SUPPLEMENTAL DAMAGE TO SECTION §180-8.

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8 (Definitions) and 180-16 (Floodplain Overlay District; dam break inundation zones) of the Warren County Code be amended, added, and re-ordained as follows:

§ 180-8. Definitions.

- C. Definitions of words and terms. As used in this chapter, the following words and terms shall have the meanings indicated:

...

SUBSTANTIAL DAMAGE

...

SUBSTANTIAL IMPROVEMENT

Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 45% of the assessed value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either ~~any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure;~~

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
- (2) Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

§ 180-16 Floodplain Overlay District; dam break inundation zones.

[Amended 2-21-1995; 2-17-1998; 5-20-2008; **3-16-2022**]

A. Statutory Authorization and Purpose and Intent:

- (1) Statutory Authority: In accordance with the general purpose and intent, this ordinance is specifically adopted pursuant to the authority granted to localities by Va. Code § 15.2-2280 and §10.1-600 et seq. and all amendments thereto.
- (2) Purpose and intent. These flood ordinances shall be designed to provide for safety from flood, to facilitate the provision of flood protection, and to protect against loss of life, health, or property from flood. The purpose of these provisions is to prevent the loss of life and property, the creation of health and safety hazards, the disruptions of commerce and all governmental services, the extraordinary and unnecessary expenditure of public funds for flood protection and relief and the impairment of the tax base by:
 - (a) Regulating uses, activities and development which, alone or in combination with other existing or future uses, activities and development, will cause unacceptable increases in flood heights, velocities and frequencies;

- (b) Restricting or prohibiting certain uses, activities and development from locating within districts subject to flooding or located within dam break inundation zones; **[Amended 5-21-2013]**
 - (c) Requiring all those uses, activities and developments that do occur in flood-prone districts to be protected and/or flood-proofed against flooding and flood damage; and
 - (d) Protecting individuals from buying land and structures which are unsuited for intended purposes because of flood or dam break hazards. **[Amended 5-21-2013]**
 - (e) The Planning Department shall maintain copies of all mapped dam break inundation zones. **[Added 5-21-2013]**
 - (f) Addressing a local need of property owners for flood insurance and to participate in the National Flood Insurance Program (NFIP).
- B. Applicability: These provisions shall apply to all privately or publicly owned lands within the unincorporated limits of Warren County and identified as being in the Special Flood Hazard Area (SFHA) by the Federal Insurance Administration or by the community. These lands are also identified in the most recent Flood Insurance Study (FIS) and the Flood Insurance Rate Maps (FIRM) adopted by the Warren County Board of Supervisors on June 3, 2008, **and all subsequent revisions.** **[Amended 5-21-2013]**
- C. Compliance and Disclaimer of Liability.
 - (1) No land shall hereafter be developed and no structure shall be located, relocated, constructed, reconstructed, enlarged or structurally altered except in full compliance with the terms and provisions of this section and any other applicable ordinances and regulations which apply to uses within the jurisdiction of this section.
 - (2) The degree of flood protection sought by the provisions of this section is considered reasonable for regulatory purposes and is based on acceptable engineering methods of study but does not imply total flood protection within the Special Flood Hazard Areas and adjacent areas.
 - (3) Larger floods may occur on rare occasions. Flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This section does not imply that districts outside the floodplain district or that land uses permitted within such district will be free from flooding or flood damages. **[Amended 5-21-2013]**
 - (4) Records of actions associated with administering this section shall be kept on file and maintained by the Planning Department in perpetuity. **[Added 5-21-2013]**
 - (5) This section is not a waiver of sovereign immunity or any statutory immunities and shall not create liability on the part of Warren County or any officer, agency or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.
- D. Abrogation and Greater Restrictions
 - (1) This chapter supersedes any less restrictive, conflicting ordinance currently in effect in flood-prone areas. To the extent that any other existing law or regulation is more restrictive or does not conflict it shall remain in full force and effect.
 - (2) These regulations are not intended to repeal or abrogate any existing ordinances including subdivision regulations, zoning ordinances, or building codes. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall govern.
 - (3) This chapter shall also include any subsequent revisions and amendments to the Flood Insurance Rate Maps and the Flood Insurance Study effective June 3, 2008.

E. Severability

- (1) If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance shall be declared invalid for any reason, such decision shall not affect the remaining portions of this ordinance. The remaining portions shall remain in full force and effect; and for this purpose, the provisions of this ordinance are hereby declared to be severable.

F. Designation of County Floodplain Administrator

The Floodplain Administrator is hereby appointed to administer and implement these regulations and is referred to herein as the County Floodplain Administrator. The County Floodplain Administrator may:

- (1) In the absence of a designated Floodplain Administrator, the duties are conducted by the Planning Director, Zoning Administrator or Zoning Officer.
- (2) The duties and responsibilities of the County Floodplain Administrator shall include:
 - (a) Review applications for permits to determine whether proposed activities will be located in the Special Flood Hazard Area (SFHA).
 - (b) Interpret floodplain boundaries and provide available base flood elevation and flood hazard information.
 - (c) Review applications to determine whether proposed activities will be reasonably safe from flooding and require new construction and substantial improvements to meet the requirements of these regulations.
 - (d) Administer the requirements related to proposed work on existing buildings: Make determinations as to whether buildings and structures that are located in the flood hazard areas and that are damaged by any cause have been substantially damaged.
 - (e) Approve applications and issue permits to develop in flood hazard areas if the provisions of these regulations have been met, or disapprove applications if the provisions of these regulations have not been met.
 - (f) Assure that all other State and Federal permits are obtained.
 - (g) Inspect or cause to be inspected, buildings, structures, and other development for which permits have been issued to determine compliance with these regulations or to determine if non-compliance has occurred or violations have been committed.
 - (h) Review Elevation Certificates and require incomplete or deficient certificates to be corrected.
 - (i) Maintain and permanently keep records that are necessary for the administration of these regulations, including:
 - [1] Flood Insurance Studies, Flood Insurance Rate Maps (including historic studies and maps and current effective studies and maps), and Letters of Map Change; and
 - [2] Documentation supporting issuance and denial of permits, Elevation Certificates, documentation of the elevation (in relation to the datum on the FIRM) to which structures have been floodproofed, inspection records, other required design certifications, variances, and records of enforcement actions taken to correct violations of these regulations.
 - (j) Enforce the provisions of these regulations, investigate violations, issue notices of violations or stop work orders, and require permit holders to take corrective action.

- (k) Advise the Board of Zoning Appeals regarding the intent of these regulations and, for each application for a variance, prepare a staff report and recommendation.
- (l) Verify that applicants proposing an alteration of a watercourse have notified adjacent communities, the Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management), and other appropriate agencies (VADEQ, USACE), and have submitted copies of such notifications to FEMA.
- (m) Administer the requirements related to proposed work on existing buildings:
 - [1] Make determinations as to whether buildings and structures that are located in flood hazard areas and that are damaged by any cause have been substantially damaged.
 - [2] Make reasonable efforts to notify owners of substantially damaged structures of the need to obtain a permit to repair, rehabilitate, or reconstruct. Prohibit the non-compliant repair of substantially damaged buildings except for temporary emergency protective measures necessary to secure a property or stabilize a building or structure to prevent additional damage.
- (n) Undertake, as determined appropriate by the Floodplain Administrator due to the circumstances, other actions which may include but are not limited to: issuing press releases, public service announcements, and other public information materials related to permit requests and repair of damaged structures; coordinating with other Federal, State, and local agencies to assist with substantial damage determinations; providing owners of damaged structures information related to the proper repair of damaged structures in special flood hazard areas; and assisting property owners with documentation necessary to file claims for Increased Cost of Compliance coverage under NFIP flood insurance policies.
- (o) Notify the Federal Emergency Management Agency when the corporate boundaries of the Warren County have been modified and:
 - [1] Provide a map that clearly delineates the new corporate boundaries or the new area for which the authority to regulate pursuant to these regulations has either been assumed or relinquished through annexation; and
 - [2] If the FIRM for any annexed area includes special flood hazard areas that have flood zones that have regulatory requirements that are not set forth in these regulations, prepare amendments to these regulations to adopt the FIRM and appropriate requirements, and submit the amendments to the governing body for adoption; such adoption shall take place at the same time as or prior to the date of annexation and a copy of the amended regulations shall be provided to Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management) and FEMA.

G. Penalties

- (1) Enforcement. This section shall be administered and enforced by an officer to be known as the "Floodplain Administrator." The Floodplain Administrator may be assisted in the enforcement of this section by the Planning Director, Zoning Administrator, Building Official and all other officials of Warren County, Virginia, pursuant to their respective fields. The Floodplain Administrator shall have all necessary authority on behalf of the governing body to administer

and enforce this section, including the ordering in writing of the remedying of any condition found in violation of this section and the bringing of legal action to ensure compliance with this section, including abatement or other appropriate action or proceeding.

- (2) Violations. Any person who violates any of the provisions of this section or permits any such violation or fails to comply with any of the requirements hereof shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine or punishment as provided by law. Each day during which such violation continues shall constitute a separate offense. The imposition of a fine or penalty for any violation or failure to comply with any of the requirements hereof shall not excuse the violation or noncompliance.

H. Reporting NFIP Participation and Local Permit Information and Submission of New Technical Data to FEMA

- (1) The County shall submit to a report to FEMA concerning the county's participation in National Flood Insurance Program (NFIP), including, by not limited to, the County's development and implementation of floodplain regulations, under 44 Code of Federal Regulations (CFR) §59.22(b) either annually, biennially or upon request by FEMA.
- (2) The County shall on request from FEMA or VA Department of Conservation and Recreation submit a report which may include information, regarding the number of buildings, permits issued, appeals and variances for development of properties in the Special Flood Hazard Areas.
- (3) The County's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the county shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data. Such submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

I. Definitions. Notwithstanding any other provision of the Warren County Code, for the purposes of this section, the following words and phrases shall have the meanings described herein:

BASE FLOOD (BFE)

The flood having a 1% chance of being equaled or exceeded in any given year and may be referenced as the 1% Annual Chance Flood.

BASE FLOOD ELEVATION

The water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year. The water surface elevation of the base flood in relation to the datum specified on the community's Flood Insurance Rate Map. For the purposes of this ordinance, the base flood is the 1% annual chance flood.

BASEMENT

Any area of the building, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.

BOARD OF ZONING APPEALS

The board appointed to review appeals made by individuals with regard to decisions of the Zoning Administrator in the interpretation of this section.

CODE OF FEDERAL REGULATIONS (CFR) Title 44 Chapter 1

The code of federal rules and regulations published in the Federal Register implemented and enforced by FEMA under the Department of Homeland Security.

CRITICAL FACILITIES

Those structures or facilities such as hospitals, nursing homes, children and adult day care and housing which are likely to house occupants who may not be sufficiently mobile to avoid death or injury during a flood event; police stations, emergency rescue vehicle and equipment storage facilities and emergency operations centers; and public and private utility facilities which are vital to maintaining or restoring normal services to flooded areas before, during and after a flood event; structures which produce, use or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.

DAM BREAK INUNDATION ZONE

The area downstream of a dam that would be inundated or otherwise directly affected by the failure of the dam. The dam break inundation zone shall be as shown on the dam break inundation zone map filed with the Virginia Department of Conservation and Recreation. [Added 5-21-2013]

DEVELOPMENT

Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING

A non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings or columns (posts and piers).

ENCROACHMENT

The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

ENGINEERED OPENING

An Engineered Opening is a mechanical opening, which is activated during a flood, revealing an unobstructed area for which floodwater can flow through to equalize the hydrostatic loads on the enclosure wall. These openings are performance tested and certified to cover a square footage amount.

EXISTING CONSTRUCTION

Any buildings and structures for which the start of construction commenced before May 1, 1980, in conjunction with the Flood Insurance Rate Maps. Existing construction is also referred to as existing structures. [Added 5-21-2013]

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

A federal agency of the United States Department of Homeland Security that oversees the National Flood Insurance Program (NFIP).

FLOOD-DAMAGE-RESISTANT MATERIALS

Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Added 5-21-2013]

FLOOD INSURANCE RATE MAP (FIRM)

An official map of a community on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the risk premium zones applicable to the community. DFIRM is the digital version of the FIRM. [Added 5-21-2013]

FLOOD INSURANCE STUDY (FIS)

A report by FEMA that examines, evaluates and determines flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudflow and/or flood-related erosion hazards. [Added 5-21-2013]

FLOOD or FLOODING

- (1) A general or temporary condition of partial or complete inundation of normally dry land areas from:
 - (a) The overflow of inland or tidal waters; or
 - (b) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (c) Mudflows which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (2) The collapse or subsistence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature such as flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in Subsection (1) of this definition.

FLOODPLAIN or FLOOD-PRONE AREA

Any land area susceptible to being inundated by water from any source.

FLOODPROOFING

Any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures and their contents; these include required anchoring and strapping of structures and the inclusion of approved flood vents when necessary. [Added 5-21-2013]

FLOODWAY

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height not to exceed one (1) foot as set by the National Flood Insurance Program. Reference definition for Regulatory Floodway.

FREEBOARD

A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. It is a specific additional height requirement above the base flood elevation (BFE) that provides a margin of safety against extraordinary or unknown risks. [Amended 5-21-2013]

HEC-RAS (HYDROLOGIC ENGINEERING CENTER - RIVER ANALYSIS SYSTEM)

A one-dimensional steady flow hydraulic model designed to aid hydraulic engineers in channel flow analysis and floodplain determination. [Added 5-21-2013]

HIGHEST ADJACENT GRADE (HAG)

The highest natural elevation of the ground surface prior to construction located adjacent to the proposed walls of a structure. [Added 5-21-2013]

HISTORIC STRUCTURE

Any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs

which have been approved by the Secretary of the Interior; or

- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior such as the Virginia Department of Historic Resources (DHR); or **[Amended 5-21-2013]**
 - (b) Directly by the Secretary of the Interior in states without approved programs.

HYDROLOGIC AND HYDRAULIC (H&H) ANALYSIS

Analyses performed by a licensed professional engineer, in accordance with standard engineering practices that are accepted by the Virginia Department of Conservation and Recreation and FEMA, used to determine the base flood, other frequency floods, flood elevations, floodway information and boundaries, flood profiles and mapping of the Special Flood Hazard Area. **[Added 5-21-2013]**

LETTER OF MAP CHANGE (LOMC)

An official FEMA determination by letter which reflects an official revision or amendment to an effective Flood Insurance Rate Map. A letter of map change is issued in lieu of the physical revision and republication of the effective map. Letters of Map Change include:

- (1) Letters of Map Amendment (LOMA): an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a parcel of land as defined by metes and bounds or a structure is not located in a special flood hazard area.
- (2) Letter of Map Revision (LOMR): a revision based on technical data that may show changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features.
- (3) A Letter of Map Revision Based on Fill (LOMR-F) is a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (4) Conditional Letter of Map Revision (CLOMR): a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study.
- (5) Conditional Letter of Map Revision Based on Fill (CLOMR-F) is a conditional determination that a structure or parcel of land will be elevated by fill above the base flood elevation and will be no longer exposed to flooding associated with the base flood. A LOMR-F is then submitted once fill has been placed in the area during construction. This construction may have taken place during the time the engineering study was being performed or subsequent to that study. **[Added 5-21-2013]**

LOWEST ADJACENT GRADE (LAG)

The lowest natural elevation of the ground surface located adjacent to the walls of the structure.

LOWEST FLOOR

The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44 CFR 60.3.

MANUFACTURED/MOBILE HOME

A structure, transportable in one or more sections, ~~which is~~ built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term “manufactured home” also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. **[Amended 5-21-2013]**

MANUFACTURED/MOBILE HOME PARK

A parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or sale. **[Added 5-21-2013]**

NEW CONSTRUCTION

For the purposes of determining insurance rates, structures for which the start of construction commenced on or after the effective date of an initial Flood Insurance Rate Map on or ~~July 19, 1974~~ **May 1, 1980**, whichever is later, and includes any subsequent improvements to such structures.

For floodplain management purposes, “new construction” means structures for which start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures which is on or after May 1, 1980 **and includes any subsequent improvements to such structures. This also includes the replacement of a structure or facility which has been totally destroyed.**

NONCONFORMING STRUCTURE

A structure or use of a structure or premises which lawfully existed before the enactment of these provisions and Flood Insurance Rate Maps adopted on May 1, 1980.

NON-ENGINEERED OPENING

A Non-engineered Opening is an opening or air vent device that is used to meet FEMA/NFIP’s requirement of one (1) square inch of net open area for one (1) square foot of enclosed area.

POST-FIRM BUILDING

A building for which construction or substantial improvement occurred after May 1, 1980, or on or after the effective date of an initial Flood Insurance Rate Map (FIRM), whichever is later. **[Added 5-21-2013]**

PRE-FIRM BUILDING

A building for which construction or substantial improvement occurred on or before May 1, 1980, or before the effective date of an initial Flood Insurance Rate Map (FIRM). **[Added 5-21-2013]**

RECREATIONAL VEHICLE

A vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or able to be permanently towed; and **[Amended 5-21-2013]**
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel or seasonal use.

REGULATORY FLOODWAY

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height ~~not to exceed one (1) foot~~.

REMEDY A VIOLATION

Remedy a violation means to bring the structure or other development into compliance with State or local flood plain management regulations, or, if this is not possible, to reduce the impacts of its

noncompliance. Ways those impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

REPETITIVE LOSS STRUCTURE

Any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling ten-year period since 1978. A repetitive loss property may or may not be currently insured by the NFIP. [Added 5-21-2013]

SEVERE REPETITIVE LOSS STRUCTURE

Repetitive loss structures with four separate claim payments greater than \$5,000 each which include building and contents or two or more separate claim payments within any rolling 10-year period since 1978 for the building only, where the total of payments exceeds the current market value of the structure.

SHALLOW FLOODING AREA (SHEET FLOW AREA)

A designated AO, AH, AR/AO, AR/AH, or VO Zone on a community's FIRM with a one-percent-or-greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. [Added 5-21-2013]

SPECIAL FLOOD HAZARD AREA (SFHA)

The land in the floodplain subject to a one-percent-or-greater chance of being flooded in any given year as determined in § 180-16J (2) of this section and formerly called the one-hundred-year floodplain. Includes areas having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map (FHBM) or Flood Insurance Rate Map (FIRM) as Zones A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/A1-A30, V1-V30, VE and V. [Amended 5-21-2013]

START OF CONSTRUCTION

The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement or other improvement was within 180 days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the "actual start of the construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE

For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. For insurance purposes, means: A building with two or more outside rigid walls and fully secured roof, that is affixed to a permanent site, or, a manufactured home built on a permanent chassis, transported to its site in one of more sections, and affixed to a permanent foundation, or a travel trailer without wheels built on a chassis and affixed to a permanent foundation. These are regulated under the community's floodplain management and building ordinances or laws.

SUBSTANTIAL DAMAGE

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 45% of the assessed value of the structure before the damage occurred. This term does not, however, include either:

- (1) Land value; or
- (2) Sewer/septic system, well or landscape values.

SUBSTANTIAL IMPROVEMENT

Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 45% of the assessed value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

VARIANCE

A grant of relief by a community from the terms of a floodplain management regulation

VIOLATION

The failure of a structure or any other development to be fully compliant with Warren County's floodplain management regulations shall be deemed a violation. A structure or other development without the required floodplain determination, zoning and building permits, elevation certificate, other certifications, or other evidence of compliance required by 44 CFR 60.3 is presumed to be in violation until such time as that documentation is provided for the as-built structure prior to final inspection approval and issuance of a certificate of occupancy from the Building Inspections Department.
[Added 5-21-2013]

WATERCOURSE

A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

J. Establishment of floodplain districts and dam break inundation zones. **[Amended 5-21-2013]**

- (1) Description of districts.
 - (a) Basis of districts. The various floodplain districts shall include special flood hazard areas. The basis for the delineation of these districts shall be the Flood Insurance Study (FIS) for Warren County prepared by the Federal Emergency Management Agency, dated June 3, 2008, as amended.
 - [1] The Special Flood Hazard Area (SFHA) Floodway District is delineated, for purposes of this section, using the criterion that certain areas within the floodplain must be capable of carrying the waters of the base flood without increasing the water surface elevation of that flood more than one foot at any point. The areas included in this district are specifically defined in Table 4, Floodway Data, of the above-referenced Flood Insurance Study and shown on the accompanying Flood Insurance Rate Map.
 - [2] The Special Flood Hazard Area Zone AE District shall be those areas identified as an AE Zone on the Flood Insurance Rate Maps accompanying the Flood

Insurance Study for which base flood elevations have been provided but for which no floodway has been delineated.

- [3] The Special Flood Hazard Area Zone A District shall be those areas identified as an A Zone on the maps accompanying the Flood Insurance Study. In these zones, no detailed flood profiles or elevations are provided, but the one-percent annual chance of flooding boundary has been approximated in the Flood Insurance Rate Maps and Digital Flood Insurance Rate Maps.
- [4] Warren County may identify and regulate local flood hazard or stormwater areas that are not delineated on the FIRM through the County's subdivision application process. These areas may be delineated on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high-water marks or approximate study methodologies. This data may be submitted by a certified engineer and shall be used during the letter of map revision process for determination of the floodplain and base flood for a specific area.

(b) Overlay concept.

- [1] [The floodplain districts described below shall be overlays to the existing underlying districts as shown on the Official Zoning Map of Warren County and, as such, the provisions for the floodplain districts shall serve as a supplement to the underlying district provisions.
- [2] Any conflict between the provisions or requirements of the floodplain districts and those of any underlying district, the more restrictive provisions and/or those pertaining to the floodplain districts shall apply.
- [3] In the event that any provision concerning a floodplain district is declared inapplicable as a result of any legislative or administrative actions or judicial decision, the basic underlying provisions shall remain applicable.

(2) Official Zoning Map. The boundaries of the Special Flood Hazard Area and Floodplain Districts are established as shown on the Flood Insurance Rate Map (FIRM) and Digital Flood Insurance Rate Map (DFIRM) which is declared to be a part of this section and which shall be kept on file at the Warren County Planning and Zoning offices.

(3) District boundary changes.

- (a) The delineation of any of the Floodplain Districts may be revised by the Warren County Board of Supervisors where natural or man-made changes have occurred and/or where more detailed studies have been conducted or undertaken by the United States Army Corps of Engineers or other qualified agency, or an individual documents the need for such change. However, prior to any such change, approval must be obtained from the Federal Emergency Management Agency (FEMA) after an elevation certificate and letter of map change (LOMC) have been submitted to them.
- (b) Initial interpretation of the boundaries of the floodplain districts shall be made by the County Floodplain Administrator, Planning Director, Zoning Administrator or Deputy Zoning Administrator. Should a dispute arise concerning the boundaries of any of the districts, the Board of Zoning Appeals shall make the necessary determination. The person questioning or contesting the location of the district boundary shall be given a reasonable opportunity to present his case to the Board and to submit his own technical evidence if he so desires.

(4) Jurisdictional boundary changes.

- (a) In accordance with CFR, Title 44, Subpart (B), Section 59.22(a)(9)(v), all NFIP participating communities must notify the Federal Emergency Management Agency and optionally the State Coordinating Office in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area.
- (b) In order that all Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries, a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed, or relinquished floodplain management regulatory authority must be included with the notification.

K. District provisions.

(1) Permit and application requirements. **[Amended 5-21-2013]**

- (a) Permit requirement. All uses, activities and development occurring within any floodplain district shall be undertaken only upon the issuance of a floodplain determination, zoning and building permits. Such development shall be undertaken only in strict compliance with the provisions of this chapter and with all other applicable codes and ordinances, such as the Virginia Uniform Statewide Building Code, Chapter **155**, Subdivision of Land, and Chapter **180**, Zoning, of the Code book of Warren County. Prior to the issuance of any such permit, the Zoning Administrator, Floodplain Administrator and Building Official shall require all applications to include compliance with all applicable state and federal laws.
- (b) Site plans and permit applications. All applications for development within any floodplain district and all building permits issued for the Special Flood Hazard Area shall incorporate the following information:
 - [1] The base flood elevation (BFE) at the site, topographic information showing existing and proposed ground elevations for structures to be elevated, and the lowest floor elevation (including basement).
 - [2] For structures to be flood-proofed and the elevation to which the structure will be flood-proofed.
 - [3] The issuance of an elevation certificate for an as-built residential dwelling structure prior to the final inspection and a certificate of occupancy being issued by Warren County Building Inspections and submitted to the Zoning or County Floodplain Administrator within 30 days prior to the issuance of a certificate of occupancy.

(2) General standards. In all SFHA Districts the following provisions shall apply to all permits: **[Amended 5-21-2013]**

- (a) The building of critical facilities in the Special Flood Hazard Area 1% annual chance and 0.2% annual chance flood/shaded zone X area shall be prohibited.
- (b) New construction and substantial improvements shall be built according to this ordinance and the VA USBC, and anchored to prevent flotation, collapse or lateral movement of the structure.
- (c) Manufactured homes shall be anchored to prevent flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent

with applicable state requirements for resisting wind forces.

- (d) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 - (e) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
 - (f) Electrical, heating, ventilation, plumbing, air-conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - (g) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
 - (h) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
 - (i) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
 - (j) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this section shall meet the requirements of new construction as contained in this section.
 - (k) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this section shall be undertaken only if said nonconformity is not furthered, extended or replaced.
 - (l) Prior to any proposed alteration or relocation of any channels or of any watercourse, stream, etc., within this jurisdiction a permit shall be obtained from the United States Corps of Engineers (USACE), the Virginia Department of Environmental Quality (DEQ) and the Virginia Marine Resources Commission (VMRC). A joint permit application is available from any of these organizations or from other Virginia state offices of environmental programs. Furthermore, notification of the proposal shall be given by the applicant to all affected adjacent jurisdictions, the Department of Conservation and Recreation (DCR) Division of Dam Safety and Floodplain Management and the Federal Insurance and Mitigation Administration (FIMA).
 - (m) The flood-carrying capacity within an altered or relocated portion of any watercourse shall be maintained. Under no circumstances shall any use, activity, and/or development adversely affect the capacity of the channels or floodways of any watercourse, drainage ditch, or any other drainage facility or system.
 - (n) In any flood zone the Floodplain Administrator may require a hydrologic and hydraulic analysis for any development.
 - (o) Development within the Special Flood Hazard Areas shall not adversely impact any threatened and endangered special status faunal species as identified by the Virginia Department of Wildlife Resources (DWR).
- (3) Specific standards. In all special flood hazard areas where base flood elevations have been provided in the Flood Insurance Study or generated according to § **180-16 K(1)**, the following provisions shall apply and shall comply with the current Uniform Statewide Building Code (USBC):
 - (a) Residential construction. Construction of these structures within the regulatory

floodway (SFHA Floodway District) shall be prohibited. Within the Special Flood Hazard Areas Zones A and AE, new construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than two and a half feet above the base flood elevation (**30" above BFE in inches**). They must also meet a linear setback of fifty (50') feet from the edge of the regulatory floodway as determined in the Flood Insurance Study or through a base floodwater surface elevation and contour analysis survey. Such certifications and determinations, including the specific elevation (in relation to mean sea level) to which such structures are flood-proofed, shall be maintained by the County Planning Department. The Zoning Administrator shall determine that the yard location and setbacks for structures located in residential zoned properties and adjacent to the waterway are compliant and meet the Warren County Code requirements and Floodplain Determination elevation and comments of the Floodplain Administrator. A signed and notarized letter of understanding for a non-conversion of the dwelling shall be submitted at the time of the permit application.

- (b) Nonresidential Commercial, Industrial and Institutional construction. New construction of these structures within the SFHA Floodway shall be prohibited. Substantial improvement of any existing commercial, industrial, or institutional buildings located in all A and AE Zones shall have the lowest floor, including basement, elevated to no lower than two and a half feet above the base flood elevation (**30" above BFE**). These buildings may be floodproofed in lieu of being elevated, provided that all areas of the building components below the elevation corresponding to the BFE plus two and a half feet (**30" above BFE**) are watertight with walls substantially impermeable to the passage of water and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided during the site plan process and must be approved by the County Floodplain Administrator or Zoning Administrator.
- (c) Accessory structures. Vacant lots in the Residential-1 (R-1) and Residential-2 (R-2) Zoning Districts, located in the Special Flood Hazard Area shall have a principal use for private-use camping established by conditional use permit prior to an accessory structure being located on the property. Vacant lots in all residential and Agricultural (A) zoning districts located within or in a portion of the Special Flood Hazard Area shall require a floodplain determination, zoning and building permits prior to construction of any accessory structure used for by-right, conditional use permit or agricultural exemption uses. In residential districts there shall be a limit of one structure allowed within the Special Flood Hazard Area and the structure is to be used for storage of property maintenance, ~~and~~ recreation equipment, or a pavilion and shall be composed of materials approved by the Planning Department. It shall be no larger than 200 square feet and shall meet the requirements for flood venting based on square footage of the structure and for anchoring. In the Agricultural district there shall be a limit of two structures allowed within the Special Flood Hazard Area inclusive of Agricultural exempt structures as determined by the County and shall not exceed the cumulative area of 320 square feet for both structures. Structures shall be required to be flood-proofed and strapped or anchored according to the Virginia Uniform Statewide Building Code (USBC). The appropriate building permits shall be issued prior to construction and a final inspection shall be conducted by a County Building Inspector and the Floodplain Administrator, or Zoning official. Accessory structures shall have no kitchen facilities and shall not be used for living quarters nor used for

dwelling purposes or occupied overnight.

- (d) Fences: Prior to installation, any fence located within the Special Flood Hazard Area shall first receive a zoning permit, floodplain determination and documentation identifying the fence type and its location to be approved by the Floodplain Administrator or Zoning Administrator. Solid panel or board on board/batten fencing shall not be permitted.
- (e) Elevated buildings. Enclosed areas of new construction or substantially improved structures which are below the regulatory flood protection elevation shall:
 - [1] Not be designed or used for human habitation, but shall only be used for parking of vehicles, building access or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door) or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose storage areas;
 - [2] Be constructed entirely of flood-resistant materials below the regulatory flood protection elevation;
 - [3] Include, in Zones A and AE, measures to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet the following minimum design criteria:
 - [a] Provide a minimum of two openings on different sides of each enclosed area subject to flooding.
 - [b] The total net area of all openings must be at least one square inch for each square foot of enclosed area subject to flooding.
 - [c] If a building has more than one enclosed area, each area must have openings to allow floodwaters to automatically enter and exit.
 - [d] The bottom of all required openings shall be no higher than one foot above the adjacent grade.
 - [e] Openings may be equipped with screens, louvers or other opening coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
 - [f] Foundation enclosures made of flexible skirting are not considered enclosures for regulatory purposes and, therefore, do not require openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires openings as outlined above.
- (f) Standards for manufactured homes and recreational vehicles.
 - [1] All manufactured homes placed, or substantially improved, on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions, in a new manufactured home park or subdivision or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood must meet all the requirements for new construction, including the elevation and anchoring requirements in § 180-

16K(1) and (2).

- [2] All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that:

- [a] The lowest floor of the manufactured home is elevated no lower than two and a half feet above the base flood elevation **(30" above BFE);** or
- [b] The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength and of no less than 36 inches in height above the grade;
- [c] The manufactured home must be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement;

- [3] All recreational vehicles placed on sites must:

- [a] Be on the site for fewer than 180 consecutive calendar days **in any one year and** be fully licensed and ready for highway use; ~~or~~

[b] The major recreational equipment is ready for highway use if it is on its wheels or jacking system, attached to the site by only quick disconnect-type utilities and securities and has no permanently attached additions.

[c] The parking and storage of inoperative major recreational equipment shall be prohibited.

~~[b] Meet all the requirements for manufactured homes in § 180-16K(3)(d), outlined above.~~

~~[4] A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.~~

- (4) Standards for Special Flood Hazard Area Zone A District. **[Amended 5-21-2013]**

- (a) When base flood elevation data or floodway data have not been provided, the Zoning Administrator or County Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or any other source, in order to administer the provisions of § 180-**16.K**. In locations where the specific base flood elevations and floodway boundary cannot be determined using sources such as the United States Army Corps of Engineers Floodplain Reports, United States Geological Survey Flood-Prone Quadrangles or other existing data, then the applicant shall provide documentation certifying the base flood elevation and floodway boundary using hydrologic and hydraulic engineering methods and modeling. This analysis shall be certified by a state-registered professional engineer or surveyor and submitted to the Planning Department with supplemental data relating to the study. When such base flood elevation and floodway boundary data is utilized, the Zoning Administrator or County Floodplain Administrator shall obtain:

- [1] An elevation certificate which states the elevation (in relation to the mean sea level) of the lowest floor (including the basement) of all new and substantially improved structures; and

- [2] Documentation that the structure has been flood-proofed in accordance with the requirements of § 180-16.K above, the elevation in relation to the mean sea level to which the structure has been flood-proofed.

~~(b) New construction, development and substantial improvement of existing structures within the regulatory floodway shall be prohibited.~~

(b) Any new construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than two and a half feet above the base flood elevation (30" above BFE).

(c) Any new construction or development must meet a linear setback of fifty feet (50') from the edge of the regulatory floodway based on best available data or through a hydrologic and hydraulic analysis study submitted by a certified engineer or a topological field survey by a licensed surveyor.

(d) Development activities in Zone A on the Warren County Flood Insurance Rate Map which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies, with the Board of Supervisor's endorsement, for a conditional letter of map revision (CLOMR) ~~or one based on fill (CLOMR-F)~~, and receives the approval of the Federal Emergency Management Agency.

(5) Standards for the Special Flood Hazard Area Zone AE District. The following provisions shall apply within this district: **[Amended 5-21-2013]**

(a) New construction, substantial improvements, or other development (including fill) shall be permitted within the areas of special flood hazard, designated as AE on the Flood Rate Insurance Map and located and setback fifty feet (50') outside of the regulatory floodway.

[1] An elevation certificate which states the elevation (in relation to the mean sea level) of the lowest floor (including the basement) of all new and substantially improved structures; and

[2] Documentation that the structure has been flood-proofed in accordance with the requirements of § 180-16.K above, the elevation in relation to the mean sea level to which the structure has been flood-proofed.

~~(b) New construction, development and substantial improvement of existing structures within the regulatory floodway shall be prohibited.~~

(b) Any new construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than two and a half feet above the base flood elevation (30" above BFE).

(c) Any new construction or development must meet a linear setback of fifty feet (50') from the edge of the regulatory floodway as determined in the Flood Insurance Study or through a base floodwater surface elevation analysis completed by a certified engineer or topological field survey by a licensed surveyor.

(d) Development activities within the AE flood zone on the Warren County Flood Insurance Rate Map which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies, with the Board of Supervisor's endorsement, for a conditional flood insurance

rate map revision (CLOMR) ~~or one based on fill (CLOMR-F)~~, and receives the approval of the Federal Emergency Management Agency.

- (6) Standards for the Special Flood Hazard Area Floodway District: The following provisions shall apply within this district: **[Amended 5-21-2013]**

- (a) Encroachments, including fill, new construction, substantial improvements and other developments shall be prohibited, with the exception of accessory structures used solely for storage of recreation equipment and property maintenance equipment as referenced in § 180-16K(3)(c). All development shall require a floodplain determination and shall have a zoning and building permit issued if it is deemed to be a qualifying accessory structure, fence and any land disturbance or erosion stabilization.

[1] Substantially damaged structures shall meet all permitting requirements and flood hazard reduction provisions of §180-16K.

- (b) If § 180-16K(6)(a) is satisfied, all new construction of accessory structures shall comply with all applicable flood hazard reduction provisions of § 180-16K.
- (c) The placement of manufactured homes (mobile homes) is prohibited, except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision, provided the anchoring, elevation and encroachment standards are met.

- (7) Standards for subdivision proposals;

- (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- (d) Hydrologic and hydraulic analysis and/or drainage study, erosion and sediment, encroachment analysis and base flood elevation data shall be provided for subdivision proposals and other proposed development proposals (including manufactured home parks and subdivisions greater than 50 lots or 5 acres) that are in the SFHA or within 100 feet of the boundary of the Special Flood Hazard Area. **[Amended 5-21-2013]**

L. Variances: factors to be considered.

- (1) In passing upon applications for variances, the Board of Zoning Appeals shall satisfy all relevant factors and procedures specified in other sections of the Zoning Ordinance and consider the following additional factors that are exceptional, unusual, and specific to the property:
- (a) The showing of good and sufficient cause and an exceptional hardship exists, the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public, and is the minimum action necessary to afford relief and meets the required standards for a variance as outlined in the Code of Warren Section §180-62(B).
- (b) The danger to life and property due to increased flood heights or velocities caused by encroachments. No variance shall be granted for any proposed use, development or activity within any Floodway or Floodplain District that will cause any increase in the Special Flood Hazard Area base flood elevation. **[Amended 5-21-2013]**

- (c) The danger that materials may be swept on to other lands or downstream to the injury of others.
 - (d) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - (e) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners.
 - (f) The importance of the services provided by the proposed facility to the community.
 - (g) The requirements by other State Agencies of the facility in a waterfront location.
 - (h) The availability of alternative locations not subject to flooding for the proposed use.
 - (i) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (j) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (k) The risk to individuals stranded in isolated structures surrounded by what is, in many cases, rapidly flowing, debris-laden floodwater and the risk to rescue workers and the safety of access by ordinary and emergency vehicles to the property in time of flood.
 - (l) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters expected at the site.
 - (m) The repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - (n) Such other factors which are relevant to the purposes of this section.
 - (o) The ability of the property owner to remove equipment and vehicles incidental to the use of the property prior to or during a flood event. **[Added 5-21-2013]**
 - (p) Development must not cause an increase in water surface elevations (WSEL) during floods of any magnitude.
- (2) The Board of Zoning Appeals may refer any application and accompanying documentation pertaining to any request for a variance to any engineer or other qualified person or agency for technical assistance in evaluating the proposed project in relation to flood heights and velocities and the adequacy of the plans for flood protection and other related matters.
 - (3) Variances shall be issued only after the Board of Zoning Appeals has determined that the granting of such will not result in unacceptable or prohibited increases in flood heights greater than one foot (1'); additional threats to public safety; extraordinary public expense; and will not create nuisances; cause fraud or victimization of the public; or conflict with local, state or federal laws or ordinances. **[Amended 5-21-2013]**
 - (4) Variances shall be issued only after the Board of Zoning Appeals has determined that the variance will be the minimum required to provide relief from exceptional hardship to the applicant.
 - (5) The Board of Zoning Appeals shall notify the applicant for a variance, in writing, that the issuance of a variance to construct a structure below the Special Flood Hazard Area base flood elevation increases the risks to life and property and will result in increased premium rates for flood insurance. **[Amended 5-21-2013]**

- (6) A record shall be maintained of the above notification as well as all variance actions, including justification for the issuance of the variances. Any variances that are issued shall be noted in the annual or biennial report submitted to the Federal Insurance Administrator.
- (7) A record of the issuance of a variance with any conditions attached shall be recorded with the deed to the property and on any elevation certificate submitted for the property within 30 days from the approval of the variance by the Board of Zoning Appeals (BZA). **[Added 5-21-2013]**

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**

DRAFT



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE June 28, 2022	ITEM N-1	SUBJECT: Public Hearing – Sale of County Real Property	PAGE 1 OF
<u>EXPLANATION & SUMMARY:</u> The County has solicited appraisal services in preparation of the sale of 30 E. Jackson through its broker Adams-Nelson & Associates, Inc. After Adams-Nelson marketed the property, the County received one offer Blue Ridge Information Systems for \$240,000.00. The contract purchase price meets the appraisal. Adams-Nelson & Associates, Inc. recommends the County accept this offer. <u>COST & FINANCING:</u> Excluding commission and normal closing costs, the County will receive \$240,000 at closing. <u>PROPOSED OR SUGGESTED MOTION:</u> I move the Board of Supervisors approve the disposition of 30 E Jackson Street Front Royal, VA 22630 tax map number 20A7 4 39A for a contract price of \$240,000.00 with Blue Ridge Information Systems. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney. or I move that the Board of Supervisors table this request for further discussion.			
SUBMITTED BY: Alisa Scott, Deputy Finance Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

- PLEASE MAKE SURE YOU HAVE
WRITTEN CONFIRMATION THE 1ST
AGREEMENT IS TERMINATED FROM 1ST PURCHASER



VIRGINIA REALTORS®
Commercial Purchase Agreement

- THIS MUST BE RE SIGNED BY 2ND PURCHASER AS
THEY ALREADY SIGNED IT

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated June 13, 2022, between County of Warren, Virginia ("Seller") and Blue Ridge Information Systems ("Purchaser"). The parties acknowledge that Adams Nelson & Associates, Inc. M. Silek ("Listing Broker") represents Seller and that Adams Nelson & Associates, Inc. S. Conrad ("Selling Broker") represents [select one]:
☐ Seller ☒ Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

WE
ARE
CHANGING
IT.

1. **Sale of Property.** Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Warren, Virginia, with a tax parcel no. of 20A7 4 39A and a street address of 30 East Jackson Street, Front Royal, Virginia 22630. Seller discloses that [select one]: ☒ there are no tenants or other parties in possession of the Property OR ☐ there are tenants or persons who are in possession of the Property as set forth on SCHEDULE A attached hereto.

2. **Purchase Price.** The purchase price for the Property is Two Hundred Forty Thousand Dollars (\$ 240,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. **Deposit.** Purchaser shall make a deposit of \$ 5,000.00 to be held by To be named by purchaser (the "Escrow Agent") in the form of: ☒ check ☐ cash ☐ other (the "Deposit"). Purchaser [select one]: ☐ has paid the Deposit to the Escrow Agent OR ☒ will pay the Deposit to the Escrow Agent within 5 days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

B. **Balance.** The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. **Settlement.**

A. **Settlement of Property.** Settlement of the purchase and sale of the Property shall be made at To be named by purchaser on September 12, 2022 ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

NAME, COULD BE COUNTY OFFICE

VR Form 700 Revised 07/19
Reviewed 07/19

Page 1 of 10

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed ~~with full English covenants of title~~ (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

✓ Settlement agent expenses

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. Feasibility Period.

A. For a period of Sixty (60) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to [select one]: ☒ a municipal water and sewer system and has utility meters installed within the Property OR ☐ a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except for the Leases attached hereto and made a part hereof as **SCHEDULE A**.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller of ☐ 2,500 % of the Purchase Price. Selling Broker shall be paid by Seller a fee of ☐ 2,500 % of the Purchase Price. The fees to the Listing Broker and Selling Broker shall be paid in cash at Settlement.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller: County of Warren, Virginia
Dr. Edwin C. Daley County Administrator
220 North Commerce Avenue, Suite 100 Front Royal, Va. 22630

For Purchaser: Blue Ridge Information Systems
202 Blue Ridge Avenue
Front Royal, Virginia 22630

13. Default.

A. Default by Purchaser. ~~If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages. If the deposit is retained as liquidated damages, Seller agrees to~~ *may*

addition to including consequential damages

~~pay one-half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.~~

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to ~~(i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.~~

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

~~D. Brokerage Fees. Notwithstanding the remedies set forth in Subparagraphs 13A., 13B. and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.~~

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

F. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Neither Purchaser or Seller should send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

15. Additional Provisions: Contingent for 60 days from the final date of ratification by both parties for the purchaser to obtain a loan for the purchase of the property. Contingent on the formal approval by the Warren County, Virginia Board of Supervisors at a regular scheduled Board Meeting.

16. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on _____, or this Purchase Agreement shall be deemed withdrawn.

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.


Purchaser
Printed Name: Glenn Robinson
Title (if applicable): President
Date: 6/15/22

Seller
Printed Name: _____
Title (if applicable): _____
Date: _____

Purchaser
Printed Name: _____
Title (if applicable): _____
Date: _____

Seller
Printed Name: _____
Title (if applicable): _____
Date: _____

Selling Company's Name and Address

Adams Nelson & Associates, Inc. S. Conrad
303 S Loudoun St, Winchester, VA 22601-4637

Listing Company's Name and Address

Adams Nelson & Associates, Inc. M. Silek
303 S Loudoun St, Winchester, VA 22601-4637

Agent's Name Michael Silek
Agent's tel. no. (540)247-6317
Fax no. _____
Agent's email MichaelSilek@AdamsNelson.com

Agent's Name Suzanne Conrad
Agent's tel. no. (540)931-4716
Fax no. _____
Agent's email suzanneconrad@adamsnelson.com

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SCHEDULE A

**LEASES, AGREEMENTS AND CONTRACTS
FOR TENANTS AND OTHER PARTIES
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

None.

SCHEDULE B

**CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)**

None.



For Sale

4,380 SF Brick Office Building

30 E. Jackson Street, Front Royal, VA 22630

**Suzanne
Conrad**

Associate Broker /
Senior Commercial
Specialist

540.931.4716

suzanne-
conrad@adamsnelson.com

or

Mike Silek

Senior Commercial
Specialist

540.247.6317

michaelsilek@adamsnelson.com

**Adams-Nelson &
Associates, Inc.**

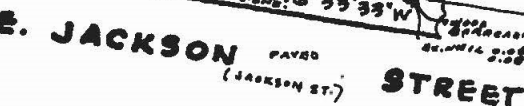
The Fern Adams Building
303 S. Loudoun Street
Winchester, VA 22601
Phone: 540.667.2424
Fax: 540.667.2441
www.adamsnelson.com



- **4,380 SF Two-Story Brick Office Building**
- **Built in 1954**
- **0.07 Acres**
- **Great High Visibility, High Traffic Location**
- **Ideal for any Office Use or First Floor Retail & Upstairs Offices**
- **Tax Map #20A-7-4-39A**
- **Available Immediately!**



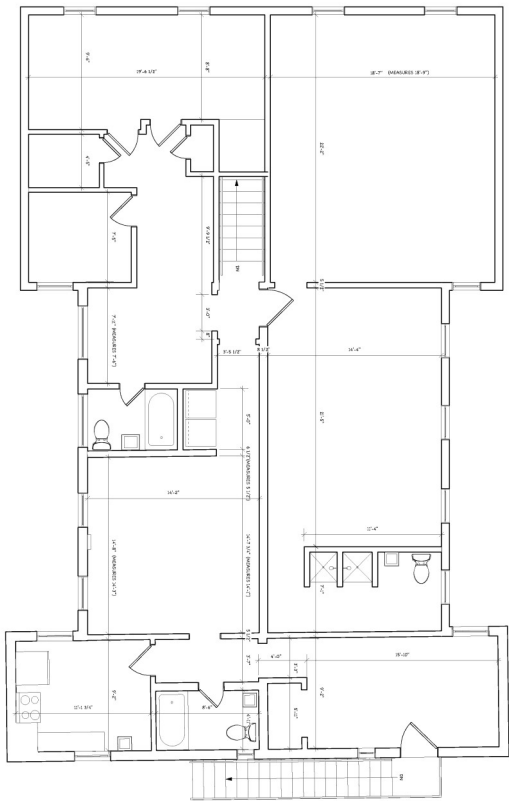
000095 MAY 13 82



SURVYOR'S CERTIFICATE

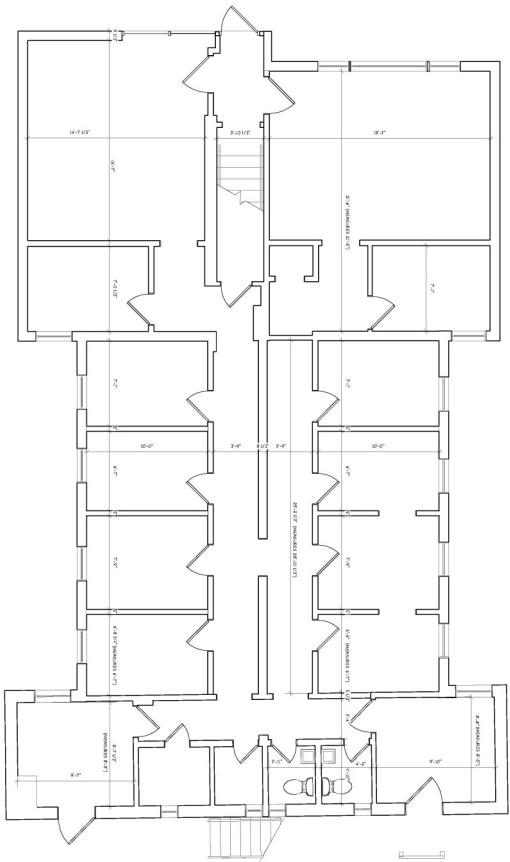
I HEREBY CERTIFY THAT I HAVE SURVEYED THIS PROPERTY ON THE GROUND; THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND THAT THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS THE PROPERTY LINES EXCEPT AS SHOWN.

Floor Plans



1
A2
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

WARREN COUNTY WORK RELEASE BUILDING	FREDERICK ANDERSON ARCHITECTS 30 SOUTH MAIN, WILM., DELAWARE, DE 19801	REVISIONS:	DATE: 4-24-20
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1
A1
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

WARREN COUNTY WORK RELEASE BUILDING	FREDERICK ANDERSON ARCHITECTS 30 SOUTH MAIN, WILM., DELAWARE, DE 19801	REVISIONS:	DATE: 4-24-20
-------------------------------------	---	------------	------------------



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE June 28, 2022	ITEM N-2	SUBJECT: Recommendation to Modify RMA Hangar Lease Agreement	PAGE 1 OF
<u>EXPLANATION & SUMMARY:</u> The County has previously entered into a hangar lease agreement at the Front Royal-Warren County Airport with Randolph-Macon Academy. This agreement was in effect for a term of thirty years from May 1st, 1992 to May 1st 2022. An extension was issued to the agreement until June 30th, 2022. The County is in the process of revising all hangar lease agreements, updating its airport rules and regulations, and hiring staff to fulfill specific duties at the airport. In coordination with the Airport Commission, staff recommends the County extend the Randolph-Macon Academy hangar lease agreement until December 31st, 2022. All other terms of the agreement remain in full force and effect. <u>COST & FINANCING:</u> There is no cost or financing from the County's general fund. The agreement is for Front Royal-Warren County Airport revenue. <u>PROPOSED OR SUGGESTED MOTION:</u> I move that the Board of Supervisors approve the second Randolph-Macon contract modification extending the contract until December 31st, 2022. I further move the Board authorize the Chair and County Administrator, either of whom may act, to execute all necessary documents that have been approved by the County Attorney or the Assistant County Attorney. or I move that the Board of Supervisors table this request for further discussion.			
SUBMITTED BY: Alisa Scott, Deputy Finance Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

**CONTRACT MODIFICATION TO THE HANGAR LEASE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA, AND RANDOLPH-MACON ACADEMY**

THIS AMENDMENT dated this ____ day of _____, 2022, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "County"), and Randolph-Macon Academy (hereinafter the "Lessee")

WITNESSETH:

WHEREAS the County and the Lessee executed an agreement for a hangar lease on May 1st, 1992 (hereinafter the "Agreement"); and

WHEREAS the Agreement was in effect for a term of thirty (30) years from May 1st, 1992, to May 1st, 2022; and

WHEREAS the Agreement was extended until June 30th, 2022; and

WHEREAS the County and Lessee both desire to extend the Agreement until December 31st, 2022; and

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

- (1) Contract Term – The Agreement shall be extended until December 31st, 2022 **(unless terminated in accordance with the terms of the Agreement)**.
- (2) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

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

(SEAL)

County of Warren, Virginia

Attest: _____

By: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

(SEAL)

Randolph-Macon Academy

Attest: _____

By: _____

Type Name: _____

Type Name: _____

Title: _____

Title: _____

Date: _____

Approved as to form:

Caitlin W. Jordan
Senior Assistant County Attorney

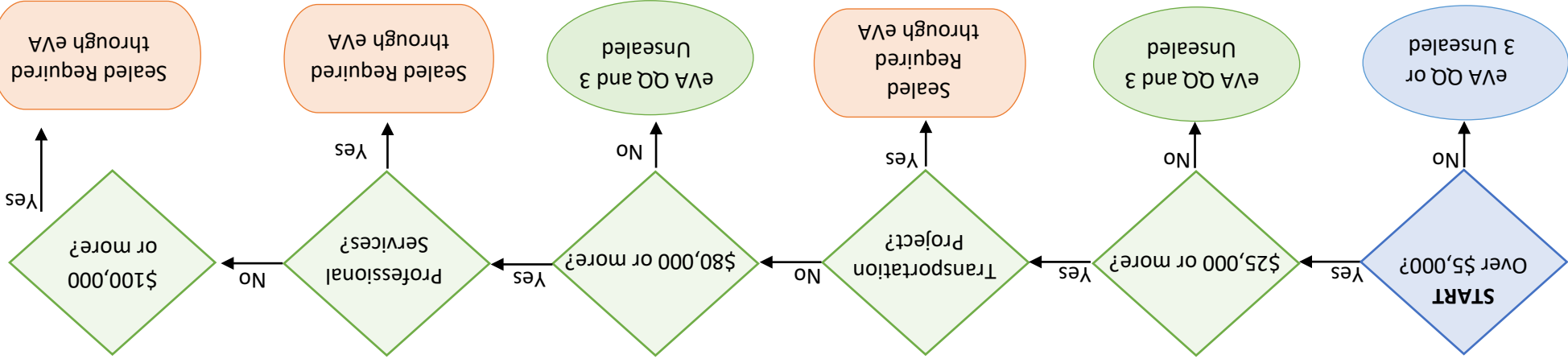


COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE June 28, 2022	ITEM N-3	SUBJECT: Ordinance to Amend and Re-Ordain Chapter 38 of the Warren County Code, Procurement	PAGE 1 OF
<u>EXPLANATION & SUMMARY:</u> The Virginia Public Procurement Act, Va. Code §§ 2.2-4300 et seq., grants to public entities, including Warren County, the authority through ordinance or resolution, to establish their own policy and procedures that promulgate the Procurement Act. Currently, Chapter 38 Procurement of the Warren Code, only includes a “process for solicitation and execution for Design-Build Contracts. This ordinance is the only codified Procurement Policy for the County and was most recently adopted on October 2, 2007. The Procurement Act is updated each year and as such, staff recommends that the Warren County Code not only reflect previous updates, but also adopt articles that will provide additional information and guidance to County officials and employees. The purpose of this ordinance is to increase public confidence in purchasing, to encourage competition among vendors and contractors, to administer fair and impartial purchasing procedures, and to obtain high quality goods and services at a reasonable price. Staff requests the Board repeal the existing Section 38-1 Design-Build Contracts and add the attached articles to Chapter 38 to make up the Warren County Procurement Policy. There have been un-substantive grammatical edits highlighted in yellow in the attachment. Additionally, Staff recommends the Purchasing Agent consistently review any changes to the Procurement Act each year, usually in July and August, and present those updates to the Board for review. <u>COST & FINANCING:</u> N/A			
<u>PROPOSED OR SUGGESTED MOTION:</u> I move that the Board of Supervisors amend and re-ordain Chapter 38 of the Warren County Code, Procurement. OR I move that the Board of Supervisors table this request for further discussion.			
SUBMITTED BY: Alisa Scott, Deputy Finance Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

PROCUREMENT PROCEDURES FLOW CHART



Approving Authority is the Department Head or Constitutional Officer
for purchases less than \$5,000.

Approving Authority is the Purchasing Agent for purchases that exceed \$5,000. Purchase order (PO) Required.
If approved, a PO is issued by Purchasing and the Department is notified.

eVA Quick Quote or Unsealed Process:
Directed by County Procurement Policy, coordinate requirements with Purchasing Agent.
Quick Quote (QQ) – Post request for goods and non-professional services on eVA for a minimum of 3 days.
Unsealed – Obtain a minimum of 3 written quotes from eVA or through e-mail with firm fixed pricing from a qualified vendor to include unexpired date of quote, contact information, delivery date and price for the good(s)/service(s).
Once approved, the Purchasing Agent will issue a Purchase Order.

Approving Authority is the Board of Supervisors
Sealed Required Process:
Directed by VPPA*, coordinate either "Statement of Needs" or "Specifications" with Purchasing Agent. All solicitations for Sealed will go through eVA.
RFP: Request for Proposal – Required for Professional services. *Professional Services:* accounting, architecture, land surveying, dentistry, medicine, optometry, or professional engineering as defined in VPPA.
Award based upon qualified proposal with scope of work to firm that best meets County's need.
IFB: Invitation for Bid – Goods and non-professional services. Award based upon lowest, responsive, and responsible bid.
A Notice To Proceed can only be issued by the Purchasing Agent after Board approval.

****VPPA – Virginia Public Procurement Act**

Grant award requirements must be met prior to purchase
For Federal Funding, procurement must comply with 2 CFR 200.318-320 and/or other policies as defined by the grantee; or County/State Policy, whichever is more restrictive within grantee's allowable use guidelines.



PROCUREMENT POLICY

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PROCUREMENT POLICY

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Preamble.

These provisions shall collectively be the procurement policy for Warren County (the “County”).

§ 1.2 Purpose.

This policy is intended to provide County officials and employees with information and guidelines for the procurement of goods and services on behalf of the County. The purpose of this policy is to increase public confidence in purchasing by the County, to encourage competition among vendors and contractors, to administer fair and impartial purchasing procedures, and to obtain high quality goods and services at a reasonable price.

§ 1.3 Application.

(a) This policy applies to the procurement of goods, services, insurance, and construction by the County from nongovernmental sources.

(b) When a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned on compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of the Virginia Public Procurement Act (Va. Code § 2.2-4300, *et seq.*) and this policy, the County may comply with such federal requirements, notwithstanding contrary provisions of state law or this policy, only upon the written determination by the County Administrator that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provisions of state law and this policy that conflict with the conditions of the grant or contract.

§ 1.4 Effective Date of Policy.

This policy shall become effective July 1, 2022 and shall replace all purchasing and contracting policies previously adopted. Any contract entered into prior to July 1, 2022, shall be

governed by the procurement policies and regulations of the County in effect at the time the contract was executed.

§ 1.5 Severability.

If any provision of this policy is declared invalid under any circumstances, all other provisions of this policy shall remain in full effect to the greatest extent possible without the invalid provision.

§ 1.6 Definitions.

As used in this policy, the terms listed below have the following meanings. Any term not defined has the meaning assigned in the Virginia Public Procurement Act (Va. Code § 2.2-4300, *et seq.*).

(1) Best Value. The overall combination of quality, price, and various elements of required services that in total is optimal relative to the County's needs.

(2) Business. Any type of corporation, partnership, limited liability company, association, or sole proprietorship operated for profit.

(3) Change Order (Unilateral). A written order signed and unilaterally issued by the Purchasing Agent directing the contractor to make changes that is issued pursuant to a contract provision that authorizes the Purchasing Agent to order such changes without the consent of the contractor.

(4) Confidential Information. Any information available to an employee only because of the employee's status as an employee of the County and that is not a matter of public knowledge or available to the public on request.

(5) Construction. Building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.

(6) Construction Management Contract. A contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

(7) Contract. All types of County agreements, regardless of what they may be called, for the procurement of goods, services, insurance or construction.

(8) Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

- (9) Contractor. Any person having a direct contract with the County.
- (10) Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this policy, and a fee or profit, if any.
- (11) County. Warren County, Virginia.
- (12) Design-Build Contract. A contract under which a contractor agrees to both design and build the structure or other item specified in the contract.
- (13) Direct or Indirect Participation. Involvement in any procurement transaction through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or acting in any other advisory capacity.
- (14) Employee. Any person receiving a salary or wages, performing personal services, or serving as an elected official for the County or any department, agency, commission, council, board or other entity established by the County.
- (15) Goods. All material, equipment, supplies, printing and automated data processing hardware and software.
- (16) Governing Body. The County's Board of Supervisors.
- (17) Immediate Family. A spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.
- (18) Informality. A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- (19) Insurance. A contract whereby, for a stipulated consideration, one party undertakes to compensate the other for loss on a specified subject by specified perils.
- (20) Invitation to Bid or Invitation for Bid. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.
- (21) Job Order Contracting. A method of procuring construction by establishing a book of unit prices and then obtaining a contractor to perform work as needed using the prices, quantities, and specifications in the book as the basis of its pricing. The contractor may be selected through either competitive sealed bidding or competitive negotiation depending on the needs of the County. A minimum amount of work may be specified in the contract.

(22) Multiphase Professional Services Contract. A contract for the providing of professional services where the total scope of work of the second or subsequent phase of the contract cannot be specified without the results of the first or prior phase of the contract.

(23) Nonprofessional Services. Any services not specifically identified as professional services in the definition of professional services.

(25) Official Responsibility. Administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction or any claim resulting therefrom.

(26) Person. Any business, individual, union, committee, club, other organization, or group of individuals.

(27) Personal Interest. A financial benefit or liability that exists by reason of (i) ownership in a business if the ownership interest exceeds three percent of the total equity of the business; (ii) annual income that exceeds, or may reasonably be anticipated to exceed, \$5,000 from ownership in real or personal property or a business; (iii) salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or provided by a business or governmental agency that exceeds, or may reasonably be anticipated to exceed, \$5,000 annually; (iv) ownership of real or personal property if the interest exceeds \$5,000 in value and excluding ownership in a business, income, or salary, other compensation, fringe benefits or benefits from the use of property; (v) personal liability incurred or assumed on behalf of a business if the liability exceeds three percent of the asset value of the business; or (vi) an option for ownership of a business or real or personal property if the ownership interest will consists of (i) or (iv) above.

(28) Potential Bidder or Offeror. A person who, at the time the County negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under the contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

(29) Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

(30) Procurement Act. The Virginia Public Procurement Act, § 2.2-4300; Chapter 43, Title 2.2, 1950 Code of Virginia, as amended.

(31) Procurement Transaction. All functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

(32) Professional Services. Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

(33) Public Body. Any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty and empowered by law to undertake the activities described in this policy.

(34) Purchasing Agent. The County Administrator or an authorized designee.

(35) Request for Proposal. A written public notification soliciting proposals for professional, nonprofessional, or contractor services. A Request for Proposal generally describes the services sought, the unique capabilities or qualifications needed to perform the work, factors to be used to evaluate the proposals and the conditions for negotiating the prices and terms with the offerors. A Request for Proposal includes all documents attached or incorporated by reference that are utilized for soliciting proposals.

(36) Request for Qualifications. A written public notification inviting interested qualified persons to apply for prequalification.

(37) Responsible Bidder or Offeror. A person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.

(38) Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the Invitation to Bid.

(39) Reverse Auctioning. A procurement method wherein bidders are invited to bid on specified goods or nonprofessional services through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidders' prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

(40) Services. Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

(41) Specification. A description of the performance, design, or combination of performance and design of a required good and/or, service. It may include a description of any requirement for inspecting, testing, or preparing a good, service, or construction item for delivery.

(42) Statement of Need. In general terms, a clear and flexible statement that conveys the County's need for the successful delivery of goods and/or performance of services.

ARTICLE 2

OFFICE OF THE PURCHASING AGENT

§ 2.1 Establishment and Appointment.

(a) There is hereby created a purchasing system to operate under the direction and supervision of the County Administrator.

(b) The County Administrator shall be the County's Purchasing Agent. The Deputy County Administrator may act in the event the County Administrator is absent or unavailable.

§ 2.2 Purchasing Agent's Authority.

The Purchasing Agent is authorized to procure goods, services, insurance and construction in accordance with this policy.

§ 2.3 Duties.

In accordance with this policy, the Purchasing Agent shall: (a) purchase or supervise the purchasing of all goods, services, insurance, and construction needed by the County; (b) exercise direct supervision over the County's central stores and general supervision over all other inventories of goods belonging to the County; and (c) establish and maintain programs for specifications, development, contract administration, and inspection and acceptance, in cooperation with the departments using the goods, services, and construction.

§ 2.4 Operational Procedures.

The Purchasing Agent may adopt operational procedures relating to the execution of the duties assigned herein in a manner consistent with this policy.

§ 2.5 Delegation.

The Purchasing Agent may delegate authority to purchase certain supplies, services or construction items to other employees of the County if such delegation is deemed necessary by the Purchasing Agent for the effective procurement of those items.

§ 2.6 Unauthorized Purchases.

Except as herein provided, no official, elected or appointed, or any employee shall purchase or contract for any goods, services, insurance, or construction within the purview of this policy. Any purchase order or contract made contrary to the provisions of this policy is unauthorized and shall not bind the County.

**ARTICLE 3
EXCEPTIONS TO REQUIREMENTS
FOR COMPETITIVE PROCUREMENT**

§ 3.1 Purchases From Governmental Sources.

Purchases from governmental agencies are not covered by the Procurement Act or this policy. There are no procedural requirements for such purchases.

§ 3.2 Cooperative Procurement.

The County may purchase goods and services under a procurement process initiated by another governmental body. This provision does not apply to contracts for architectural services, engineering services, or construction.

§ 3.3 Small Purchases.

(a) Subject to Subsection (c), the Purchasing Agent may award single or term contracts using the procedures in Subsection (b) without competitive sealed bidding or competitive negotiation for:

- (1) Goods and services other than professional services and non-transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed \$100,000;
- (2) Transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000; and
- (3) Professional Services, if the aggregate or sum of all phases is not expected to exceed \$80,000.

(b) Small Purchase Procedures.

- (1) Purchases Less Than \$5,000:

Contracts may be awarded for the purchase of goods or services of less than \$5,000 without any procurement process so long as the individual making the purchase has no reason to believe that equivalent goods or services are available at a lower cost elsewhere.

- (2) Purchases Greater Than \$5,000 Up To \$100,000:

- (i) If reasonably possible, written price quotations should be solicited from three vendors who can meet the County's requirements for quality, quantity, delivery time, etc. Price quotations may be secured via telephone, catalog, internet, eVA, or written inquiry.

(ii) Once price quotations are secured under Subsection (b)(2)(i), a purchase order must be prepared that includes the following information:

- The date of preparation;
- The preparer's name and department;
- The name of the vendor;
- A description of each article or service being purchased;
- The unit price and total amount for each item;
- The quantity of units being purchased;
- The total purchase order amount; and
- Copies of price quotes obtained pursuant to Subsection (b)(2)(i).

(iii) Approval by a Department Head, the Finance Department, and Purchasing Agent is required for purchases under this subsection.

(c) Notwithstanding Subsections (a) and (b):

- (1) Any construction contract for a building or an addition to or improvement of an existing building involving state funds of \$50,000 or more must be procured by competitive sealed bidding or competitive negotiation as provided in § 4.1.
- (2) The Purchasing Agent may utilize any procurement process described in Article 4 for any small purchase when doing so is in the best interest of the County.
- (3) The Purchasing Agent may also submit any purchase otherwise authorized under Subsections (a) and (b) for approval by the Governing Body.

§ 3.4 Legal services.

The County may contract for legal services, expert witnesses, and services associated with litigation or regulatory proceedings without competitive procurement.

§ 3.5 Sole Source Procurement.

Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. Sole source justification based on a single vendor's capability to deliver in the least amount of time is not appropriate since availability alone is not a valid basis for determining a sole source procurement. The Purchasing Agent shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. The notice shall be posted on the County's website and in a designated public area of the County's offices. The notice may be posted on the Department of General Services' central electronic procurement website and published in a newspaper of general circulation on the day the contract is awarded or the decision to award the contract is announced, whichever occurs first.

§ 3.6 Emergency Purchases.

(a) In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The Purchasing Agent shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. The notice shall be posted on the County's website and in a designated public area of the County's offices. The notice may be posted on the Department of General Services' central electronic procurement website and published in a newspaper of general circulation on the day the contract is awarded or the decision to award the contract is announced, whichever occurs first.

(b) The Purchasing Agent or an authorized designee may deem an emergency to exist in the following circumstances:

- (1) A breakdown in machinery or equipment;
- (2) A threatened termination of essential services;
- (3) The development of a dangerous condition;
- (4) Any circumstance causing curtailment or diminution of an essential service;
or
- (5) Any circumstance in which materials or services are needed to prevent loss of life or property.

§ 3.7 Purchases at Auction.

(a) Upon a determination made in advance by the Purchasing Agent and set forth in writing that the purchase of goods, products, or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

(b) The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

ARTICLE 4
SOURCE SELECTION
and GENERAL REQUIREMENTS

§ 4.1 Source Selection.

(a) Contracts for the purchase or lease of goods, services other than professional services, and insurance may be procured with either competitive sealed bidding or competitive negotiation.

(b) Professional services shall be procured by competitive negotiation.

(c) Construction must be procured by competitive sealed bidding except that competitive negotiation may be used in the following instances:

- (1) For a fixed price design-build contract or a construction management contract.
- (2) For the construction of highways and any draining, dredging, excavation, grading or similar work upon real property upon a determination, made in advance by the Purchasing Agent and set forth in writing, that competitive sealed bidding is either not practicable or not fiscally advantageous to the public. The writing shall document the basis for this determination.

§ 4.2 Prequalification Generally; Prequalification for Construction.

(a) The Purchasing Agent may prequalify prospective contractors for particular types of supplies, services, insurance, or construction, and limit consideration of bids or proposals to prequalified contractors. The opportunity to prequalify shall be given to any prospective contractor who has not been suspended or debarred under this policy.

(b) The application form to prequalify contractors for construction shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective construction contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of § 13.2(f) of this policy. Advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

(c) Any contractor that applies for prequalification shall be notified in writing whether they have been prequalified at least 30 days prior to the deadline for submitting bids or proposals under the procurement of the contract for which the prequalification applies. If prospective

contractor is denied prequalification, the written notification shall include the reasons for denial and the factual basis of such reasons. Notices of refusal of prequalification shall be kept and made a part of the contract file.

(d) In considering any request for prequalification, the Purchasing Agent shall determine whether the contractor possesses management, financial soundness, and a history of performance that demonstrates the apparent ability to successfully complete all requirements of the contract being procured. The Purchasing Agent may require prospective contractors to submit information that the Purchasing Agent deems pertinent, including samples, financial reports, and references. The Purchasing Agent may employ standard forms designed to elicit necessary information, or may design other forms for that purpose.

(e) Prequalification of a contractor shall not constitute a conclusive determination that the contractor is responsible, and such bidder may be rejected as nonresponsible on the basis of subsequently discovered information.

(f) Failure of a contractor to prequalify with respect to one procurement transaction shall not bar the contractor from seeking prequalification as to other procurement transactions or bidding on procurement transactions that do not require prequalification.

(g) Prequalification may be denied to any contractor only if the Purchasing Agent finds one of the following:

- (1) The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury's list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;
- (2) The contractor does not have appropriate experience to perform the construction project in question;
- (3) The contractor or any officer, director or owner thereof has had judgments entered against him or her within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;
- (4) The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause. If the County has not contracted with a contractor in any prior construction contracts, the Purchasing Agent may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. This provision shall not be used to deny

prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto was given to the contractor at that time, with the opportunity to respond;

- (5) The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 15 of this policy; (ii) Article 6 (Virginia Code, § 2.2-4367 *et seq.*) of the Procurement Act, (iii) the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 *et seq.*), (iv) Chapter 4.2 of Title 59.1 of the Code of Virginia, or (v) any substantially similar law of the United States or another state;
- (6) The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; or
- (7) The contractor fails to provide information in a timely manner that is requested by the Purchasing Agent and is relevant to subdivisions 1 through 6 of this subsection.

§ 4.3 Discrimination Prohibited.

In the solicitation or awarding of contracts, the County shall not discriminate against a bidder or offeror on the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.

§ 4.4 Comments Concerning Specifications or Statement of Need.

Comments concerning Specifications, the County's Statement of Need, or other terms and conditions in a solicitation shall be submitted either in writing or during conferences with potential contractors as set forth in the solicitation's instructions. The Purchasing Agent shall be responsible for issuing addenda to the solicitation. Potential contractors are responsible for obtaining any addenda that may be issued.

§ 4.5 Rejection of Bids or Proposals.

(a) An Invitation to Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals, may be canceled or rejected. The reasons for cancellation or rejection shall be made part of the contract file. The Purchasing Agent shall not cancel or reject an Invitation to Bid, a Request for Proposal, any other solicitation, bid or proposal pursuant to this section solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

- (b) The Purchasing Agent may waive informalities in bids.

§ 4.6 Contract Pricing Arrangements.

Except as prohibited herein, contracts may be awarded on a fixed price or cost reimbursement basis, or on any other basis that is not prohibited. However, no contract shall be awarded on the basis of cost plus a percentage of cost (“cost-plus”) except in cases of emergency affecting public health. If a cost-plus contract is to be used in an emergency situation, a written determination of the basis of the emergency and the selection of the particular contractor shall be included in the contract file. A policy or contract of insurance or prepaid coverage having a premium computed on the basis of claims paid or incurred, plus the insurance carrier’s administrative costs and retention stated in whole or part as a percentage of such claims, shall not be prohibited by this section.

§ 4.7 Multi-Term Contracts.

(a) Unless otherwise provided by law, a contract for goods, services, or insurance may be entered into for any period of time deemed to be in the best interests of the County provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation or request and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

(b) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

§ 4.8 Contract Modification.

(a) Any contract award, change order, or contract modification that requires the submission and certification of cost or pricing data shall contain a provision stating that the price, including any profit or fee, excludes any significant increase that the Purchasing Agent finds to be the result of cost or pricing data furnished by the contractor that was inaccurate, incomplete or not current at the time provided.

(b) Provisions for modification of the contract during performance may be included in the contract, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Governing Body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

(c) The Purchasing Agent may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

(d) Modifications that fail to comply with this section are voidable at the discretion of the Governing Body, and the unauthorized approval of a modification may not be the basis of a contractual claim brought pursuant to § 12.3 of this policy.

§ 4.9 Retainage on Construction Contracts.

(a) Retainage Limit. In any construction contract which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least 95 percent of the earned sum when payment is due, with no more than five percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment.

(b) Escrow Option for Retainage. When procuring construction of \$200,000 or more of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, the Invitation to Bid shall include an option for the contractor to use an escrow account procedure for utilization of retainage funds. In the event the contractor elects to use the escrow account procedure, the escrow agreement form included in the Invitation to Bid and Contract shall be executed and submitted to the Purchasing Agent within fifteen calendar days after notification. Otherwise, the contractor shall forfeit his rights to the use of the escrow account procedure. The contractor, the escrow agent, and the surety shall execute an escrow agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. The escrow agreement shall be substantially the same as that used by the Virginia Department of Transportation.

(c) Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section.

§ 4.10 Required Contract Provisions.

(a) Every contract shall contain the Compliance with Immigration Law and Authorization to Transact Business in the Commonwealth clauses.

(b) Every contract that allows subcontracting shall include the Prompt Payment and Interest clause.

(c) Every contract of \$10,000 or more shall contain the Employment Discrimination and Drug-free Workplace clauses.

(d) Additional provisions are required in contracts procured either in part or in whole with federal funds. Please consult Article 14 and Appendices 1 and 2 of this policy prior to issuing a solicitation for any such procurement.

ARTICLE 5 BOND REQUIREMENTS

§ 5.1 Bid Bonds.

(a) Except in cases of emergency, all bids or proposals for (1) nontransportation-related construction contracts in excess of \$500,000; or (2) transportation-related construction contracts authorized under Virginia Code § 33.2-208, *et seq.*, in excess of \$250,000 and partially or fully funded by the Commonwealth of Virginia shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in Virginia, as a guarantee that if the contract is awarded to the bidder, the bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the bid amount.

(b) For nontransportation-related construction contracts in excess of \$100,000 but less than \$500,000, prospective contractors shall be prequalified for each individual project in accordance with § 4.2 if bid bond requirements are waived.

(c) No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.

(d) Nothing in this section shall preclude the Purchasing Agent from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than \$500,000 for nontransportation-related projects of \$250,000 authorized under Virginia Code § 33.2-208, *et seq.*, in excess of \$250,000 and partially or fully funded by the Commonwealth of Virginia

§ 5.2 Performance and Payment Bonds.

(a) Except as provided herein, upon the award of any (1) public construction contract exceeding \$500,000 to any prime contractor; (2) construction contract exceeding \$500,000 to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures, or other improvements to real property owned or leased by the County; (3) construction contract exceeding \$500,000 in which the performance of labor or furnishing of materials will be paid with public funds; or (4) any transportation-related project exceeding \$350,000 that is partially or wholly funded by the Commonwealth, such contractor shall furnish the following bonds to the County:

- (i) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. For transportation-related projects authorized under Virginia Code, § 33.2-208, *et seq.*, such bond shall be in a form and amount satisfactory to the Purchasing Agent.
- (ii) A payment bond in the sum of the contract amount. The payment bond shall be for the protection of claimants who have and fulfill contracts to supply

labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the work provided for in the contract, and shall be conditioned upon the prompt payment for all material furnished or labor supplied or performed in the prosecution of the work. For transportation-related projects authorized under Virginia Code, § 33.2-208, *et seq.*, and partially or wholly funded by the Commonwealth, such bond shall be in a form and amount satisfactory to the Purchasing Agent.

“Labor or materials” includes public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

(b) For nontransportation-related construction contracts in excess of \$100,000 but less than \$500,000, where the bid bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with § 4.2.

(c) Each bond shall be (1) executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia; (2) made payable to the County; and (3) filed with the County or a designated office or official thereof.

(d) Nothing herein shall preclude the Purchasing Agent from requiring payment or performance bonds for construction contracts below \$500,000 for nontransportation-related projects or \$350,000 for transportation-related projects authorized under Virginia Code § 33.2-208, *et seq.*, and partially or wholly funded by the Commonwealth.

(e) Nothing herein shall preclude the contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts that are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

(f) The performance and payment bond requirements of Subsection (a) for transportation-related projects that are valued in excess of \$250,000 but less than \$350,000 may only be waived if the bidder provides satisfactory evidence that a surety company has declined an application from the contractor for a performance or payment bond.

§ 5.3 Action on Performance Bond.

No action against the surety on a performance bond shall be brought unless within five years after the final payment to the contractor pursuant to the terms of the contract. However, if a final certificate of occupancy, or written final acceptance of the project is issued prior to final payment, the five-year period to bring an action shall commence no later than 12 months from the date of the certificate of occupancy or written final acceptance of the project.

§ 5.4 Action on Payment Bonds.

(a) Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in furtherance of the work provided in any contract for which a payment bond has been given, and who has not been paid in full before the expiration of 90 days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, may bring an action on the payment bond to recover any amount due for the labor and material. The obligee named in the bond need not be named a party to the action.

(b) Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he or she has given written notice to the contractor within 90 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he or she claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place where his or her office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performance or materials furnished shall not be subject to the time limitations stated in this subsection.

(c) Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

(d) Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

§ 5.5 Bonds on Other Than Construction Contracts.

The Purchasing Agent may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

§ 5.6 Alternative Forms of Security.

(a) In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond.

(b) If approved by the County's attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

ARTICLE 6

COMPETITIVE SEALED BIDDING

§ 6.1 Definition.

Competitive sealed bidding is a method of contractor selection, other than for professional services, which includes (a) issuance of a written Invitation to Bid, (b) public notice of the Invitation to Bid, (c) public opening and announcement of all bids received, (d) evaluation of bids based upon the requirements set forth in the Invitation, and (e) award to the lowest responsive and responsible bidder.

§ 6.2 Invitation to Bid.

(a) An Invitation to Bid shall contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement, state where bid documents and specifications may be obtained and identify the time and place for opening bids. Unless the Purchasing Agent has provided for prequalification of bidders pursuant to § 4.2 of this policy, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. No confidential or proprietary data shall be solicited in any Invitation to Bid.

(b) An Invitation to Bid shall include a provision that requires a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized.

(c) Any bidder described in Subsection (b) that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Purchasing Agent.

§ 6.3 Multistep Sealed Bidding.

When it is impractical to initially prepare a purchase description to support an award based on prices, an Invitation to Bid may be issued requesting the submission of unpriced offers followed by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

§ 6.4 Notice of Invitation to Bid.

(a) Notice of the Invitation to bid shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites at least 10 days prior to the date set for receipt of bids. In addition, notice may also be published in a newspaper of general circulation. Bids may be solicited directly from potential contractors.

(b) The notice of Invitation to Bid shall include a general description of the goods or services to be purchased, the location where bid documents and specifications may be obtained, and the time and place for opening bids.

§ 6.5 Use of Brand Names.

Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the Purchasing Agent, in his or her sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

§ 6.6 Bid Openings.

Sealed bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The name of each bidder and the amount of each bid shall be recorded along with any other relevant information deemed appropriate by the Purchasing Agent. The contract record and each bid shall be open to public inspection as provided in § 13.2 of this policy.

§ 6.7 Evaluation of Bids.

(a) Evaluation of bids shall be based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, lifecycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.

(b) If the Purchasing Agent determines that the apparent low bidder is not responsible, he or she shall proceed as follows:

- (1) Prior to the issuance of a written determination of nonresponsibility, the Purchasing Agent shall (i) notify the apparent low bidder in writing of the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.
- (2) Within 10 business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The Purchasing Agent shall issue a written determination of responsibility based on all information in its possession, including any rebuttal information, within five business days of the date the Purchasing Agent received the rebuttal information. At the same time, the Purchasing Agent shall notify, with return receipt requested, the bidder in writing of the determination.

- (3) Such notice shall state the basis for the determination which shall be final unless the bidder appeals the decision within 10 days after receipt of the notice by filing a letter of appeal pursuant to the administrative appeals procedure described in § 12.4 or by instituting legal action pursuant to § 12.6 of this policy.
- (4) If, upon appeal, it is determined that the decision of the Purchasing Agent was (i) not an honest exercise of discretion, but rather was arbitrary or capricious or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question. If it is determined that the decision of the Purchasing Agent was (i) not an honest exercise of discretion, but rather was arbitrary or capricious or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid and the contract has been awarded, the relief shall be as set forth in § 12.2(b) of this policy.
- (5) A bidder contesting a determination that he or she is not a responsible bidder for a particular contract shall proceed under this section, and may not protest the award or proposed award under § 12.2 of this policy.
- (6) Nothing herein shall require the County to furnish a statement of the reasons why a particular bid was not deemed to be the most advantageous when procuring by competitive negotiation.

§ 6.8 Award of Contract.

(a) A contract shall be awarded to the lowest responsive and responsible bidder. When the terms and conditions of multiple bids are so provided in the Invitation to Bid, awards may be made to more than one bidder.

(b) Unless cancelled or rejected, a responsible bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds budgeted funds, the Purchasing Agent may negotiate with the apparent low bidder to obtain a contract price within budgeted funds. The negotiations should be conducted in accordance with the following procedures:

- (1) The Purchasing Agent shall advise the lowest responsible bidder, in writing, that the low bid exceeds the County's funds budgeted the procurement. He or she may suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal.
- (2) Repetitive informal discussions may be conducted with the lowest responsible bidder for purposes of obtaining a contract within the County's budgeted funds.

- (3) The lowest responsible bidder may submit an addendum to its bid that includes the change in scope for the proposed purchase, the reduction in price, and the new contract value.
- (4) If the proposed addendum is acceptable to the County, the Purchasing Agent should award a contract within its budgeted funds to the lowest responsible bidder based upon the amended bid.
- (5) If the Purchasing Agent and the lowest responsible bidder cannot negotiate a contract within the County's budgeted funds, all bids should be rejected.

(c) When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Purchasing Agent and made a part of the procurement file.

§ 6.9 Tie Bids; Preference Matching.

(a) In the case of a tie bid, preference shall be given to goods produced in Virginia, goods or services or construction provided by Virginia persons, firms or corporations; otherwise the tie shall be decided by lot.

(b) Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Purchasing Agent may rely upon information posted on the website for the Department of General Services for the purposes of compliance with this subsection.

(c) Notwithstanding the provisions of Subsections (a) and (b), in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

(d) For the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

§ 6.10 Withdrawal of Bid Due to Error.

(a) A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of

a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his or her bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.

(b) The bidder shall give notice in writing of any claim of right to withdraw his or her bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of § 13.2(f) of this policy and Virginia Code § 2.2-4342(F).

(c) No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or to another bidder in which the ownership of the withdrawing bidder is more than five percent.

(d) If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

(e) No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

(f) The Purchasing Agent shall notify the bidder in writing within five business days of the decision regarding the bidder's request to withdraw its bid. If the Purchasing Agent denies the withdrawal of a bid under the provisions of this section, it shall state in the notice the reason for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Purchasing Agent shall return all work papers and copies thereof that have been submitted by the bidder.

(g) A decision denying withdrawal of bid shall be final and conclusive unless the bidder appeals the decision within 10 days after receipt of the decision by invoking the administrative appeals procedure provided in § 12.4 or instituting legal action as provided in § 12.6 of this policy.

(h) If no bid bond was posted, a bidder shall, prior to appealing, deliver to the Purchasing Agent a certified check or cash bond in the amount of the difference between the bid

sought to be withdrawn and the next lowest bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

(i) If, upon appeal, it is determined that the decision refusing withdrawal of the bid was (i) not an honest exercise of discretion, but rather was arbitrary or capricious or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

ARTICLE 7 COMPETITIVE NEGOTIATION

§ 7.1 Definition.

Competitive negotiation is a method of procurement which includes (a) issuance of a written Request for Proposal, (b) public notice of the Request for Proposal, and (c) negotiations between the County and individual offerors.

§ 7.2 Request for Proposals.

(a) A Request for Proposal shall be in writing and indicate in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal, indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals.

(b) A Request for Proposal shall include a provision that requires an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

(c) Any offeror described in Subsection (b) that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Purchasing Agent.

§ 7.3 Public Notice.

Notice of the Request for Proposal shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites at least 10 days prior to the date set for receipt of proposals. In addition, the notice may be published in one or more

newspapers of general circulation in the area in which the contract is to be performed. Proposals may be solicited directly from potential contractors.

§ 7.4 Negotiations for Professional Services.

(a) The Purchasing Agent shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the Purchasing Agent in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. As the discussion stage, the Purchasing Agent may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, offerors shall not be required to list exceptions to proposed contractual terms and conditions, unless required by applicable law, until after the qualified offerors are ranked for negotiations.

At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Purchasing Agent shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. If the terms and conditions for multiple awards are included in the Request for Proposal, the Purchasing Agent may award contracts to more than one offeror. Should the Purchasing Agent determine in writing and in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

(b) A contract for architectural or professional engineering services relating to construction projects may be negotiated for multiple projects provided (1) the projects require similar experience and expertise, (2) the nature of the projects is clearly identified in the Request for Proposal, and (3) the contract term is limited to one year or when the cumulative total project fees reach the maximum cost authorized in this subsection, whichever occurs first.

Such contracts may be renewable for four additional one-year terms at the option of the County. The fair and reasonable prices as negotiated shall be used in determining the cost of each

project performed. The sum of all projects performed in one contract term shall not exceed \$750,000.

The project fee for any single project for architectural or professional engineering services relating to construction projects shall not exceed \$150,000. Any unused amounts from a contract term may not be carried forward to subsequent terms.

Competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the Request for Proposal so states and (2) the County has established procedures for distributing multiple projects among the selected contractors during the contract term. Such procedures shall prohibit requiring the selected contractors to compete for individual projects based on price.

(c) Multiphase professional services contracts satisfactory and advantageous to the County for completion of large, phased, or long-term projects may be negotiated and awarded based upon qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to the procurement of any such contract, the Purchasing Agent shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the County require awarding the contract.

§ 7.5 Negotiations For Other than Professional Services.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the Purchasing Agent shall select the offeror which, in his or her opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the Purchasing Agent determine in writing and in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

ARTICLE 8 JOB ORDER CONTRACTS

§ 8.1 Approval of Use.

The Purchasing Agent may award a job order contract for multiple jobs, provided (a) the jobs require similar experience and expertise; (b) the nature of the jobs is clearly identified in the solicitation; and (c) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized by § 8.2 of this policy, whichever occurs first. Contractors may be selected through either competitive sealed bidding or competitive negotiation.

§ 8.2 General Requirements.

Job order contracts may be renewed by the Purchasing Agent for up to two additional one-year terms. The fair and reasonable prices as negotiated shall be used in determining the cost of each job performed, and the sum of all jobs performed in a one-year contract term shall not exceed \$6 million. Individual job orders shall not exceed \$500,000. Any unused amounts from one contract term shall not be carried forward to any additional term.

§ 8.3 Restrictions.

(a) Order splitting with the intent of keeping a job order under the maximum dollar amounts prescribed in § 8.2 of this policy is prohibited.

(b) Job order contracting may not be used solely for the purpose of purchasing professional architectural or engineering services that constitute the practice of architecture or the practice of engineering as those terms are defined in Code of Virginia § 54.1-400. However, professional architectural or engineering services may be included on a job order where such professional services are (i) incidental and directly related to the job; (ii) do not exceed \$25,000 per job order; and (iii) do not exceed \$75,000 per contract term.

(c) Job order contracting may not be used for construction, maintenance, or asset management services for a highway, bridge, tunnel, or overpass. However, job order contracting may be used for safety improvements or traffic calming measures for individual job orders up to \$250,000, subject to the maximum annual threshold established above.

ARTICLE 9 DESIGN-BUILD and CONSTRUCTION MANAGEMENT CONTRACTS

§ 9.1 Approval of Use.

The County may procure contracts for construction on a fixed price or not-to-exceed price design-build or construction management basis in accordance with the provisions of this Article.

§ 9.2 General Requirements.

(a) Professional Advisor. Prior to electing to use a design-build or construction management contract for a specific construction project, the Purchasing Agent shall hire a licensed architect or professional engineer (the “Professional Advisor”) with professional competence appropriate to the project who shall advise the Purchasing Agent regarding the use of design-build

or construction management for the project and who shall assist the Purchasing Agent with the preparation of the Request for Qualifications, Request for Proposal, and the evaluation thereof.

(b) Eligibility Requirements. Prior to procuring a design-build or construction management contract, the Purchasing Agent shall issue a written determination that competitive sealed bidding is not practical or fiscally advantageous and document the basis for the determination to utilize design-build or construction management.

(c) Evaluation Committee. An Evaluation Committee of not less than three members shall be appointed by the Purchasing Agent to review and evaluate submittals. To the extent possible, the Evaluation Committee shall include one licensed professional architect or professional engineer. The Professional Advisor may be a member of the Evaluation Committee. Members of the Evaluation Committee may be employees of the County, but may not be officers, directors, owners or employees of or otherwise affiliated with any offeror or potential offeror.

(d) Reporting Requirements. The Purchasing Agent shall report no later than November 1 of each year to the Director of the Department of General Services on all completed design build or construction management projects in excess of \$2 million, including (1) the procurement method utilized, (2) the project budget, (3) the actual project cost, (4) the expected timeline, (5) the actual completion time, and (6) any post-project issues.

§ 9.3 Design-Build Procurement Procedure.

Design-build contracts shall be procured using the following two-step competitive negotiation process:

(a) Selection of Qualified Offerors.

- (1) Request for Qualifications. The Purchasing Agent shall issue a Request for Qualifications inviting potential offerors to submit their qualifications as both “designer” and “builder” of the construction. The Professional Advisor shall assist the Purchasing Agent in preparing the Request for Qualifications. The Request for Qualifications shall describe in general terms the particular construction and specify all factors that will be used in evaluating potential offerors’ qualifications. The Request for Qualifications shall also contain or incorporate by reference other applicable contractual terms and conditions, including any unique capabilities or qualifications required for the project. The Request for Qualifications shall request only such information as is appropriate for an objective evaluation of all potential offerors pursuant to the criteria in the Request for Qualifications.

Notice of the Request for Qualifications shall be published at least 10 days prior to the deadline for qualification submittals by posting in a public area normally used for posting of public notices and by posting on the On-Line Bids page eVa, Virginia’s electronic procurement website, at <http://eva.virginia.gov>. In addition, the notice shall be published in a

newspaper of general circulation in the area in which the contract is to be performed. The intent of publication is to provide reasonable notice to the maximum number of potential offerors that can be reasonably anticipated to submit qualifications in response to the Request for Qualifications.

- (2) Review. The Evaluation Committee shall evaluate the qualification submittals based on the criteria set forth in the Request for Qualifications. Additional information submitted by potential offerors can be considered by the Evaluation Committee. The Evaluation Committee shall select and prequalify two to five offerors that it deems most qualified and suitable for the project.

Within a reasonable time after review of all qualification submittals, but no less than 30 days prior to the deadline for submission of proposals, all potential offerors shall be notified in writing whether they been prequalified. If an offeror is denied prequalification, the notice shall include the reasons for denial and the factual basis of those reasons. Potential offerors may be denied prequalification only upon those grounds specified in § 4.2(g) of this policy.

(b) Selection of Contractor.

- (1) Request for Proposals. The Purchasing Agent shall issue a Request for Proposals to the offerors prequalified by the Evaluation Committee. The Professional Advisor shall assist the Purchasing Agent in preparing the Request for Proposals. The Request for Proposals shall request that offerors submit separate sealed Technical Proposals and Cost Proposals. Cost Proposals shall be secured and kept sealed until evaluation of all Technical Proposals is completed.

The Request for Proposals shall define the criteria to be used by the Evaluation Committee to evaluate each proposal. In addition, the Request for Proposals shall include and define the criteria of the specific construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications. The Request for Proposals may also define such other requirements as the Purchasing Agent deems appropriate for that particular construction project.

Qualified offerors may comment on the specifications or other provisions of the Request for Proposals prior to the deadline for submission. Any comments made prior to the deadline for proposal submission will be considered by the Evaluation Committee when reviewing the Technical Proposals.

- (2) Review of Technical Proposals. The Evaluation Committee shall evaluate each of the Technical Proposals based on the criteria set forth in the Request for Proposals. As a part of the evaluation process, the Evaluation Committee shall grant each of the offerors an equal opportunity for direct and private communication with the Evaluation Committee. Each offeror shall be allotted the same fixed amount of time. The Evaluation Committee shall exercise care to discuss the same information with all offerors. The Evaluation Committee shall inform each offeror of any adjustments necessary to make its Technical Proposal fully comply with the requirements of the Request for Proposals. The Evaluation Committee shall not disclose any trade secret or proprietary information for which the offeror has invoked protection pursuant to § 13.2(f) of this policy and § 2.2-4342(F) of the Procurement Act.

Based upon its review of the Technical Proposals, the Evaluation Committee shall determine whether any changes to the Request for Proposals should be made to clarify errors, omissions or ambiguities or to incorporate project improvements or additional details, or both, identified by the Evaluation Committee during its review. If such changes are required, an addendum shall be provided to each offeror.

Based on any revisions to the Technical Proposals, the offeror may amend its Cost Proposal. In addition, an offeror may submit cost modifications to its sealed Cost Proposal which are not based upon revisions to the Technical Proposals.

- (3) Review of Cost Proposal. At the conclusion of this process, the Evaluation Committee shall publicly open, read aloud, and tabulate the Cost Proposals. The Evaluation Committee shall add to or deduct from the appropriate Cost Proposal any cost adjustments contained in amendments submitted by an offeror.
- (4) Selection of Contractor. The Evaluation Committee shall make its recommendation on the selection of the design-builder to the Purchasing Agent based on its evaluation and negotiations. Unless otherwise specified in the Request for Proposals, the design-build contract shall be awarded to the fully qualified offeror who submits an acceptable proposal determined to be the best value in response to the Request for Proposal. When the terms and conditions of multiple awards are so provided in the Request for Proposals, awards may be made to more than one offeror.

The Purchasing Agent shall notify all offerors who submitted proposals which offeror was selected for the project. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful offerors.

§ 9.4 Construction Management Procurement.

(a) Prerequisites for Use. Construction management contracts may be procured (1) for any project whose cost is expected to exceed \$10 million; and (2) any complex project whose cost is less than \$10 million and construction management has been approved by the Governing Body. A “complex project” is a construction project that includes difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes competitive sealed bidding impractical. The written approval of the Governing Body shall be maintained in the procurement file.

(b) Procurement Procedure. Construction management contracts shall be procured using the following two-step competitive negotiation process:

(1) Selection of Qualified Offerors.

- (i) Request for Qualifications. The Purchasing Agent shall issue a Request for Qualifications inviting potential offerors to submit their qualifications for coordinating and administering contracts for construction services. The Professional Advisor shall assist the Purchasing Agent in preparing the Request for Qualifications. The Request for Qualifications shall describe in general terms the particular construction projects and specify all factors that will be used in evaluating potential offerors’ qualifications. The Request for Qualifications shall also contain or incorporate by reference other applicable contractual terms and conditions, including any unique capabilities or qualifications required for the project. The Request for Qualifications shall request only such information as is appropriate for an objective evaluation of all potential offerors pursuant to the criteria in the Request for Qualifications.

Notice of the Request for Qualifications shall be posted on the Department of General Services’ central electronic procurement website at least 30 days prior to the deadline for qualification submittals. In addition, the notice may also be published in a newspaper of general circulation in the area in which the contract is to be performed.

- (ii) Review. The Evaluation Committee shall evaluate the qualification submittals based on the criteria set forth in the Request for Qualifications. Additional information submitted by potential offerors can be considered by the Evaluation Committee. The Evaluation Committee shall select and prequalify two to five offerors that it deems most qualified and suitable for the project.

Within a reasonable time after review of all qualification submittals, but no less than 30 days prior to the deadline for submission of proposals, all potential offerors shall be notified in writing whether they been prequalified. If an offeror is denied prequalification, the notice shall include the reasons for denial and the factual basis of those reasons. Potential offerors may be denied prequalification only upon those grounds specified in § 4.2(g) of this policy.

(2) Selection of Contractor.

- (i) Request for Proposals. The Purchasing Agent shall issue a Request for Proposals to the offerors prequalified by the Evaluation Committee. The Professional Advisor shall assist the Purchasing Agent in preparing the Request for Proposals.

The Request for Proposals shall define the criteria to be used by the Evaluation Committee to evaluate each proposal. In addition, the Request for Proposals shall include and define the criteria of the specific construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications. The Request for Proposals may also define such other requirements as the Purchasing Agent deems appropriate for that particular construction project.

Qualified offerors may comment on the specifications or other provisions of the Request for Proposals prior to the deadline for submission. Any comments made prior to the deadline for proposal submission will be considered by the Evaluation Committee when reviewing the proposals.

- (ii) Evaluation of Proposals. The Evaluation Committee shall evaluate each of the proposals based on the criteria set forth in the Request for Proposals. After evaluating the proposals, the Evaluation Committee shall conduct negotiations with two or more offerors submitting the highest ranked proposals, or, if the Purchasing Agent determines, in writing and at his or her sole discretion, that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
- (iii) Award of Contract. The Evaluation Committee shall make its recommendation on the selection of the construction manager to the Purchasing Agent based on its evaluation and negotiations. The construction management contract shall be awarded to the fully

qualified offeror who submits an acceptable proposal determined to be the best value in response to the Request for Proposal. Price shall be a critical basis for awarding the contract. Prior construction management experience may be considered but is not required as a prerequisite for award of a contract. When the terms and conditions of multiple awards are so provided in the Request for Proposals, awards may be made to more than one offeror. The contract must be entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions.

The Purchasing Agent shall notify all offerors who submitted proposals which offeror was selected for the project. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful offerors.

(c) Required Terms for Construction Management Contracts.

Any construction management contract entered into by the County shall contain provisions requiring that (1) not more than 10 percent of the construction work (measured by cost of the work) will be performed by the construction manager with its own forces; and (2) that the remaining 90 percent of the construction work will be performed by subcontractors of the construction manager which the construction manager must procure by publicly advertised, competitive sealed bidding, to the maximum extent practicable.

ARTICLE 10 COOPERATIVE PROCUREMENT

§ 10.1 Conditions for Use.

The County may participate in, sponsor, conduct or administer a joint procurement agreement in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction.

Any public body that enters into a cooperative procurement agreement with the County shall comply with the policies and procedures herein, except that if the County enters into a cooperative procurement agreement with a county, city or town that has alternative policies and procedures adopted pursuant to subsections (A)(9) or (A)(10) of § 2.2-4343 of the Procurement Act, the County shall comply with those policies and procedures.

ARTICLE 11 DEBARMENT

§ 11.1 Authority to Debar.

The Purchasing Agent may, in the public interest, debar a prospective contractor from participating in the County's competitive procurement. The seriousness of the grounds and any mitigating factors should be considered in making any debarment decision.

§ 11.2 Grounds for Debarment.

The Purchasing Agent may debar a prospective contractor for any of the following grounds:

- (a) Conviction of or entry of a civil judgment for
 - (1) Fraud or any criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract.
 - (2) Violating federal or state antitrust statutes relating to the submission of offers.
 - (3) Embezzlement, theft, forgery, bribery, falsification, destruction of records, making false statements, or receiving stolen property.
 - (4) Any other offense that reflects a lack of business integrity or business honesty and directly affects the responsibility of a contractor or subcontractor.
- (b) Breach of the terms of a government contract or subcontract so serious as to justify debarment, including:
 - (1) Willfully failing to perform in accordance with the terms of a contract.
 - (2) A history of failing to perform or of performing unsatisfactorily under a contract.
 - (3) Any other cause of so serious or compelling that it affects the present responsibility of a contractor or subcontractor.

§ 11.3 Debarment Procedure.

- (a) Notice of consideration. The prospective contractor shall be advised that debarment is being considered. The notice should be by certified mail, return receipt requested. The notice shall include the reasons for the proposed debarment.
- (b) Challenge. Within 10 days of the date of the notice, the prospective contractor may submit information challenging the proposed debarment.
- (c) Decision. The Purchasing Agent shall render a written decision within 5 days of receiving the prospective contractor's rebuttal information. Any debarment should be for a time period that reflects the seriousness of the cause.
- (d) Appeal. The Purchasing Agent's decision is final unless the prospective contractor appeals the decision within 10 days after receipt by invoking the administrative

appeals procedure provided in § 12.4 or instituting legal action pursuant to § 12.6 of this policy.

ARTICLE 12 APPEALS and REMEDIES

§ 12.1 Ineligibility of Bidder, Offeror or Contractor.

(a) Any bidder, offeror or contractor refused permission to participate, or disqualified from participation, in public contracts shall be notified in writing. Prior to the issuance of a written determination of disqualification or ineligibility, the Purchasing Agent shall (1) notify the bidder in writing of the results of the evaluation, (2) disclose the factual support for the determination, and (3) allow the bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.

Within 10 business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The Purchasing Agent shall issue its written determination of disqualification or ineligibility based on all information in its possession, including any rebuttal information, within five business days of the date the Purchasing Agent received such rebuttal information.

If the evaluation reveals that the bidder, offeror, or contractor should be allowed permission to participate in the public contract, the Purchasing Agent shall cancel the proposed disqualification action. If the evaluation reveals that the bidder should be refused permission to participate, or disqualified from participation, in the public contract, the Purchasing Agent shall so notify the bidder, offeror or contractor. The notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within 10 days after receipt of the notice by invoking the administrative appeal procedure provided in § 12.4 or instituting legal action as provided in § 12.6 of this policy.

(b) If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulations, the sole relief shall be restoration of eligibility.

§ 12.2 Protest of Award or Decision to Award.

(a) Any bidder or offeror may protest the award or decision to award a contract by submitting the protest in writing to the Purchasing Agent no later than 10 days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given in the manner prescribed in the terms or conditions of the Invitation to Bid or Request for Proposal. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than 10 days after posting or publication of the notice of such contract. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records

pertaining to the procurement transaction that are subject to inspection, then the time within which the protest shall be submitted shall expire 10 days after those records are available for inspection by such bidder or offeror, or at such later time as provided in this section. The written protest shall include the basis for the protest and the relief sought. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The Purchasing Agent shall issue a decision in writing within 10 days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within 10 days of the written decision by invoking the administrative procedures described § 12.4 or instituting legal action as provided in § 12.6 of this policy. Nothing in this subsection shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation to Bid or Request for Proposal.

(b) If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

(c) Where the Purchasing Agent determines, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Article 15, the Purchasing Agent may enjoin the award of the contract to a particular bidder.

(d) An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

§ 12.3 Contractual Disputes.

All contractual claims for money or other relief shall be adjudicated using the following procedure, which shall be included or incorporated by reference in every contract:

(a) Notice. The contractor shall give written notice of his or her intention to file a contractual claim to the County Administrator at the time of the event or the beginning of the work upon which the claim is based.

(b) Claim. Contractual claims must be submitted in writing to the County Administrator no later than 60 days after final payment.

(c) Decision. The County Administrator or an authorized designee shall make a written decision addressing the claim within 90 days of submission.

(d) Appeal. The decision of the County Administrator shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by invoking administrative procedures or instituting legal action. A contractor may not invoke administrative procedures or institute legal action prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time period specified in Subsection (c).

§ 12.4 Administrative Appeals Procedure.

(a) Appealable Decisions. Any contractor may appeal a decision on a contract claim. In addition, any bidder or offeror, or person debarred or denied prequalification, may appeal:

- (1) An award or a decision to award a contract.
- (2) A decision refusing to allow the withdrawal of the appellant's bid.
- (3) A denial of the appellant's prequalification.
- (4) The appellant's debarment.
- (5) A determination of the appellant's nonresponsibility.

(b) Appeals Process. Any protest or appeal pursuant to this section shall be in accordance with the following administrative procedures:

- (1) The appellant shall submit a written letter of appeal to the County Administrator within 10 days of the date of the decision being appealed. The letter of appeal must include the basis for the appeal and the relief sought, and whether the contractor wishes to have a hearing.
- (2) If no hearing is requested, the County Administrator or a designee, shall render a written decision within 10 days of receiving the letter of appeal.
- (3) If a hearing is requested, it shall be held within 10 days of receipt of the letter of appeal, and a final decision shall be rendered within 10 days of the hearing. During the hearing, the appellant shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and it will be conducted by a disinterested person appointed by the County Administrator and who is not an employee of the County.

(c) Judicial Review. Any party to the administrative procedure may institute judicial review within 30 days of receipt of the written decision. Findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination of an issue of law shall be final if legal action is instituted in a timely manner.

§ 12.5 Effect of Appeal Upon Contract.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

§ 12.6 Legal Actions.

(a) A bidder or offeror, actual or prospective, who is refused permission to participate or is disqualified from participating in bidding or competitive negotiation, or who is determined not to be a responsible bidder or offeror for a particular contract, may bring an action in the appropriate circuit court challenging that decision, which shall be reversed only if the petitioner establishes that the decision was (i) not an honest exercise of discretion, but rather was arbitrary or capricious; (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid; or (iii) in the case of denial of prequalification, based upon the criteria for denial of prequalification set forth in § 4.2(g) of this policy.

(b) A bidder denied withdrawal of a bid under this policy may bring an action in the appropriate circuit court challenging that decision, which shall be reversed only if the bidder establishes that the decision of the public body was (i) not an honest exercise of discretion, but rather was arbitrary or capricious, or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid.

(c) A bidder, offeror, or contractor, or a potential bidder or offeror on a contract negotiated on a sole source or emergency basis whose protest of an award or decision to award under § 12.2 of this policy is denied, may bring an action in the appropriate circuit court challenging a proposed award or the award of a contract, which shall be reversed only if the petitioner establishes that the proposed award or the award is (i) not an honest exercise of discretion, but rather is arbitrary or capricious or (ii) not in accordance with the applicable law, regulations or the terms and conditions of the Invitation to Bid or Request for Proposal.

(d) If injunctive relief is granted, the court, upon request of the County, shall require the posting of reasonable security to protect the County.

(e) A contractor may bring an action involving a contract dispute with the County in the appropriate circuit court.

(f) A bidder, offeror, or contractor need not utilize administrative procedures provided in § 12.4 of this policy, but if those procedures are invoked by the bidder, offeror, or contractor, the procedures shall be exhausted prior to instituting legal action concerning the same procurement transaction unless the County agrees otherwise.

(g) Nothing herein shall be construed to prevent the County from instituting legal action against a contractor.

ARTICLE 13

RECORD RETENTION and PUBLIC ACCESS

§ 13.1 Record Retention.

The County shall maintain such written records as required by this policy and applicable law. All records and contract documents shall be maintained for at least five years after the County makes final payment and all other pending matters have concluded with respect to any given procurement transaction.

§ 13.2 Public Access to Procurement Information.

(a) Except as provided herein, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code, § 2.2-3700, *et seq.*).

(b) Cost estimates relating to a proposed transaction prepared by or for the County shall not be open to public inspection.

(c) Any competitive sealed bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County rejects all bids and reopens the contract. Otherwise, bid and proposal records shall be open to public inspection only after award of the contract.

(d) Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

(e) Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

(f) Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, identify the data or other materials to be protected, and state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (1) an entire bid, proposal, or prequalification application; (2) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (3) line item prices or total bid, proposal, or prequalification application prices.

ARTICLE 14
ADDITIONAL PROVISIONS APPLICABLE TO
PROCUREMENTS INVOLVING FEDERAL FUNDS

§ 14.1 Applicability.

The County is required to comply with federal regulations when a procurement is conducted in whole or in part with federal funds. The United States Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards apply to all federal grants.

§ 14.2 Full and Open Competition.

All procurement transactions must be conducted in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The following are considered to be restrictions upon full and open competition:

- (a) Imposing unreasonable business requirements for bidders or offerors to qualify to do business.
- (b) Requiring unnecessary experience or bonding.
- (c) Specifying only a brand name product without listing salient characteristics and allowing an equivalent product to be offered. Brand names are among the most restrictive types of specification.
- (d) Non-competitive practices between firms or affiliated companies.
- (e) Noncompetitive contracts with consultants that are on retainer contracts.
- (f) Organizational conflicts of interest.
- (g) Any arbitrary action in the procurement process.

§ 14.3 Geographic Preferences Prohibited.

The County prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts any Virginia law requiring that a contractor within a particular profession be licensed within the Commonwealth. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

§ 14.4 Affirmative Steps Pertaining to Minority and Other Businesses.

The County is required to take certain steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (f) Requiring the contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

§ 14.5 Recovered Materials.

The County must comply with certain laws that require a preference for items that protect the environment, including Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 14.6 Equal Opportunity.

All contracts greater than \$3,500 must contain a clause in which the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with all applicable Federal laws and regulations pertaining to nondiscrimination.

§ 14.7 Federal Awarding Agency Review.

The County must make procurement documents and technical specifications available to the federal awarding agency upon request. The County may affirmatively seek review by the federal awarding agency when the County believes that such review is needed to comply with federal regulations.

§ 14.8 Debarment and Suspension.

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). The SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

§ 14.9 Davis-Bacon Act.

All procurements for federally-assisted construction contracts in excess of \$2,000 must require the contractor to comply with the Davis-Bacon Act, as supplemented by United States Department of Labor regulations, which require that the contractor and its subcontractors pay prevailing wages to certain categories of employees.

§ 14.10 Byrd Anti-Lobbying Amendment.

All federally-funded procurements in excess of \$100,000 must require that bidders and offerors provide a certification that the funds will not be used to pay any person or organization to lobby agencies, members of Congress, or other federal officials. In addition, any lobbying in connection with obtaining any federally-funded project must be disclosed.

§ 14.11 Other Required Federal Contract Clauses.

Certain contract clauses are required in federally-funded contracts, such clauses being dependent on the nature of the goods or services being procured and the dollar amount of the contract. Please consult Appendix 1 for a list of many required state and federal contract clauses. On larger contracts or with atypical funding sources, the County should consult with counsel prior to the issuance of a procurement solicitation.

ARTICLE 15
CONFLICTS OF INTEREST and
ETHICS IN PUBLIC CONTRACTING

§ 15.1 Purpose.

Public employment is a public trust, particularly when public funds are being expended. This Article is intended to set organizational and behavioral guidelines for the manner in which employees should act in order to preserve and in furtherance of public trust and comply with all applicable laws and regulations. Employees should also maintain a standard of conduct that will inspire public confidence in the integrity of the County. The County is committed to the responsible exercise of governmental authority and expressly prohibits all forms of impropriety, threats, favoritism, and undue influence.

The provisions of this Article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§ 2.2-3100, *et seq.*), the Virginia Governmental Frauds Act (§ 18.2-498.1, *et seq.*) and Article 2 (§ 18.2-438, *et seq.*) and Article 3 (§ 18.2-446, *et seq.*) of Chapter 10 of Title 18.2. The provisions of this Article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

§ 15.2 General Principles.

County employees¹ must follow the following principles when doing their work:

(a) Act in Best Interest of the Public. Employees shall perform their official duties in such a manner as to promote the best interest of the members and general public at all times.

(b) No Additional Value for Service. Employees shall not solicit or accept money or other thing of value for services performed within the scope of their official duties, except the compensation, expenses or other remuneration paid by the agency of which they are an officer or employee. This prohibition shall not apply to the acceptance of special benefits that may be authorized by law. Furthermore, no employee shall offer or accept any money or other thing of value for or in consideration of obtaining employment, appointment, or promotion of any person with any governmental or advisory agency.

(c) No Use of Confidential Information for Own Benefit. Employees shall not use for their own economic benefit or that of another party confidential information that they have acquired by reason of his public position and which is not available to the public.

(d) No Accepting of Gifts That Tend to Influence. Employees shall not accept any money, loan, gift, favor, service, or business or professional opportunity that reasonably tends to influence them in the performance of official duties. This subdivision shall not apply to any political contribution actually used for political campaign or constituent service purposes and reported as required by Chapter 9.3 of Title 24.2 of the Code of Virginia.

(e) No Accepting of Business Opportunities Intended to Influence. Employees shall not accept any business or professional opportunity when they know that there is a reasonable likelihood that the opportunity is being afforded to influence the performance of official duties.

(f) No Accepting Money for Expertise or Opinions within Scope of Duties. Employees shall not accept any honoraria for any appearance, speech, or article in which the officer or employee provides expertise or opinions related to the performance of official duties. The term "honoraria" shall not include any payment for or reimbursement to such person for actual travel, lodging, or subsistence expenses incurred in connection with such appearance, speech, or article or in the alternative a payment of money or anything of value not in excess of the per diem deduction allowable under § 162 of the Internal Revenue Code, as amended from time to time.

(g) No Accepting Gifts for Influence. Employees shall not accept a gift from a person who has interests that may be substantially affected by the performance of the employee's official

¹ For the purpose of this Article, the word "employee" includes both officers and employees of the County.

duties under circumstances where the timing and nature of the gift would cause a reasonable person to question the officer's or employee's impartiality in the matter affecting the donor. Any gift that is received by an employee as a result of the performance of their official duties that is sharable (fruit baskets, desert trays, product samples) should be shared among other County employees.

(h) No Accepting of Frequent Gifts. Employees shall not accept gifts from sources on a basis so frequent as to raise an appearance of the use of public office for private gain.

Explanatory note for Subsections (g) and (h): Certain small gifts are de minimis under Virginia's Conflict of Interest Act and are allowed. The Conflict of Interest Act imposes a \$100 per year limitation on the receipt of gifts from any person, organizations, or businesses who contracts with or is seeking to contract with the County. See Va. Code § 2.2-3103.1. Gifts that are greater than \$20 are aggregated toward the \$100 annual limit. Therefore, it does not violate this policy to have one lunch or dinner with a contractor who pays for the check. However, multiple lunches or dinners which exceed \$20 individually and \$100 in the aggregate would violate this policy. Any gift that exceeds \$100 must be returned.

(i) No Retaliating. Employees shall not use their public position to retaliate or threaten to retaliate against any person for expressing views on matters of public concern or for exercising any right that is otherwise protected by law.

(j) No Misrepresentations. No County employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(k) Conserve County Property. Employees shall protect and conserve County property and shall not use it for other than authorized activities.

(l) No Use of County Property for Personal Benefit. The use of County equipment, machines, property or services for purposes other than County business is strictly prohibited, except; however, for a *de minimis* use. No employee shall authorize any work to be performed on any property owned by such employee, the employee's relatives, or an individual with whom or business to which the employee has a financial interest.

(m) Comply with Laws and Policies. Employees are expected to comply with all federal and state laws, grants and regulations and all County policies.

(n) Additional Considerations During Pending or Active Procurements. During any pending or active procurement, employees should (i) avoid and limit individual discussions with bidders and offerors, and (ii) direct bidders and offerors to submit any questions about the procurement in writing to the Purchasing Agent.

§ 15.3 Prohibited Conduct by Employees in Procurement Transactions.

(a) Each employee with more than a *de minimis* personal interest in any contract or any prospective contract shall disqualify himself or herself from participating in the award or administration of that contract and shall file a disclosure of such personal interest with the County

Administrator. In addition, if the County Administrator has a personal interest in a contract or prospective contract, he or she shall disclose such interest to the Governing Body.

(b) No employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the County when the employee knows that:

- (1) The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction;
- (2) The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;
- (3) The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- (4) The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror, or contractor.

§ 15.4 Subsequent Employment.

No employee or former employee of the County having official responsibility for procurement transactions shall accept employment with any bidder, offeror, or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the County unless the employee or former employee provides written notification to the County Administrator prior to commencement of employment by that bidder, offeror or contractor.

§ 15.5 Kickbacks.

(a) No contractor or subcontractor shall demand or receive from any supplier or subcontractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

(b) No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

(c) No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

(d) If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the County and will be recoverable

from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

§ 15.6 Participation in Bid Preparation; Limitation on Submitting Bid for Same Procurement.

No person who, for compensation, prepares an Invitation to Bid or Request for Proposal for or on behalf of the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the Purchasing Agent may permit such person to submit a bid or proposal for that procurement or any portion thereof if he or she determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the County.

§ 15.7 Purchase of Building Materials, etc., from Architect or Engineer Prohibited.

(a) Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a personal interest as defined by this policy and Virginia Code § 2.2-3101.

(b) Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined by this policy and Virginia Code § 2.2-3101.

§ 15.8 Principles of Ethical Decision-Making.

To assist in fostering a climate of ethical awareness, conduct and decision-making, employees may find it useful to refer, either by themselves or in consultation with their peers or supervisor, the following five considerations:

- (a) Is the decision or conduct lawful?
- (b) Is the decision or conduct consistent with the County's policy and objectives?
- (c) What will the outcome be for the employee, work colleagues, the County, citizens, and other parties?
- (d) Do these outcomes raise a conflict of interest or lead to private gain at public expense?
- (e) Can the decision or conduct be justified in terms of the public interest and would it

withstand public scrutiny?

§ 15.9 Reporting Conflicts of Interest.

(a) Employees may consult with the County Administrator with any questions as to the existence of a potential conflict of interest.

(b) Any employee with a serious, well founded reason to believe that another County employee has violated this policy may speak in confidence with the County Administrator about such concerns. The County Administrator shall promptly investigate such allegations and take appropriate actions if a problem is found to exist.

(c) Any employee with a serious, well founded reason to believe that the County Administrator has violated this policy may speak in confidence to the Chairman of the Governing Body about such concerns. The Chairman of the Governing Body shall promptly investigate such allegations and take appropriate actions if a problem is found to exist.

(d) Employees presenting serious, well founded concerns to either the County Administrator or the Chairman of the Governing Body are protected from retaliation by their superiors and co-workers. Any supervisor or co-worker attempting to retaliate will face discipline up to and including dismissal.

§ 15.10 Penalty for Violation.

A willful violation of any provision of this Article shall constitute a Class 1 misdemeanor under Virginia Code § 2.2-4377. Upon conviction, any County employee, in addition to any other fine or penalty provided by law, shall forfeit his or her employment.

ARTICLE 16 DISPOSITION OF PUBLIC PROPERTY

§ 16.1 Application.

The Purchasing Agent is responsible for disposing of surplus property in the manner that best serves the County. County employees and their immediate family members are prohibited from directly or indirectly purchasing surplus property, unless authorized by the Purchasing Agent.

§ 16.2 Disposal Methods.

The Purchasing Agent may dispose of surplus property using any of the following processes:

(a) Online Auction. Advertising surplus property through Public Surplus, GovDeals, or eBay online auction where the highest bid wins the sale.

(b) Local Auction. Advertised event hosted by the County through an auctioneer where the highest bid wins the sale.

(c) Sealed Bid. Soliciting sealed bids for surplus property through eVA or other appropriate means for sale to the highest bidder inclusive of any associated shipping, towing, or transportation costs.

(d) Trade-in. Surplus property may be traded in upon issuance of purchase order as an off-set to the price of newly-purchased property.

For surplus property which cannot be practically disposed using any of the foregoing means, the Purchasing Agent may dispose of the property through a negotiated sale.



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 28 th , 2022	N-4	Ordinance to Add and Ordain Chapter 39, Warren County Guidelines Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002	

EXPLANATION & SUMMARY:

The Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code §§ 56-575.1 *et seq.* (the “PPEA”), grants to public entities, including Warren County, Virginia (the “County”), the authority to develop and/or operate public-private partnerships for a wide range of qualifying projects if the public entity determines that there is a need for a qualifying project and that private involvement may provide the project to the public in a more timely or cost-effective fashion.

In general, projects that qualify for public-private partnerships under the PPEA include (i) education facilities, (ii) buildings or facilities that meet a public purpose and are developed or operated by or for any public entity, (iii) improvements and equipment necessary to enhance public safety or the security of public buildings, (iv) utility and communications infrastructure, (v) recreation facilities, (vi) technology infrastructure, services, and applications, (vii) services designed to increase the productivity or efficiency of a public entity, (viii) technology, equipment, or infrastructure designed to deploy wireless broadband services, and (ix) any solid waste management facility that produces electricity from waste. The term “qualifying project” is more fully defined in the PPEA.

The PPEA provides that a public entity may not consider any proposal by a private entity for approval of a qualifying project pursuant to the PPEA until the responsible public entity has first adopted and made publicly available reasonable guidelines that (i) are sufficient to enable the responsible public entity to comply with the PPEA, and (ii) which encourage competition and guide the selection of projects. Accordingly, these guidelines (the “Guidelines”) are adopted by the County, on behalf of itself and for all other public bodies for which the County’s Board of Supervisors serves as the governing body, and shall apply to the submittal, review, and selection of qualifying projects under the PPEA.

COST & FINANCING:

N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the proposed ordinance creating Warren County Code Chapter 39, Warren County Guidelines Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002.

OR

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

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

ORDINANCE TO ADD AND ORDAIN CHAPTER 39 OF THE WARREN COUNTY CODE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Chapter 39 (Procurement) be added and ordained as follows:

Article I: General Provisions

Section 39-1. Introduction.

The Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code §§ 56-575.1 et seq. (the “PPEA”), grants to public entities, including Warren County, Virginia (the “County”), the authority to develop and/or operate public-private partnerships for a wide range of qualifying projects if the public entity determines that there is a need for a qualifying project and that private involvement may provide the project to the public in a more timely or cost-effective fashion.

In general, projects that qualify for public-private partnerships under the PPEA include:

- (i) education facilities,**
- (ii) buildings or facilities that meet a public purpose and are developed or operated by or for any public entity,**
- (iii) improvements and equipment necessary to enhance public safety or the security of public buildings,**
- (iv) utility and communications infrastructure,**
- (v) recreation facilities,**
- (vi) technology infrastructure, services, and applications,**
- (vii) services designed to increase the productivity or efficiency of a public entity,**
- (viii) technology, equipment, or infrastructure designed to deploy wireless broadband services, and**
- (ix) any solid waste management facility that produces electricity from waste.**

The term “qualifying project” is more fully defined in the PPEA.

The PPEA provides that a public entity may not consider any proposal by a private entity for approval of a qualifying project pursuant to the PPEA until the responsible public entity has first adopted and made publicly available reasonable guidelines that

- (i) are sufficient to enable the responsible public entity to comply with the PPEA, and**
- (ii) which encourage competition and guide the selection of projects.**

Accordingly, these guidelines (the “Guidelines”) are adopted by the County, on behalf of itself and for all other public bodies for which the County’s Board of Supervisors serves as the governing body, and shall apply to the submittal, review, and selection of qualifying projects under the PPEA.

A. Definitions

The definitions set forth in Section 56-575.1 of the PPEA are incorporated herein by reference, as the same may be updated from time to time.

B. Proposals

- (1) Pursuant to Section 56-575.4 of the PPEA, a proposal to provide a qualifying project to the County may be either solicited from private entities by the County (a “Solicited Bid/Proposal”) or delivered to the County by a private entity on an unsolicited basis (an “Unsolicited Proposal”). In either case, any such proposal submitted to the County shall be clearly identified by the private entity as a “PPEA Proposal.”**
- (2) The requirements for any particular Solicited Bid/Proposal shall be as specified in the solicitation by the County for that particular proposal and shall be consistent with all applicable provisions of the PPEA and these Guidelines.**
- (3) Any Unsolicited Proposal may be submitted to the County by delivering six complete copies, together with the required initial review fee as provided below in § 39-3(F), to the County Administrator, 220 North Commerce Avenue, Suite 100, Front Royal, Virginia 22630. Other requirements for an Unsolicited Proposal are set forth below in § 39-3. A working group may be designated by the County Administrator to review and evaluate all unsolicited proposals.**
- (4) The County may require that any Unsolicited Proposal or Solicited Bid/Proposal be clarified at any time during the review process. Such clarification may include but is not limited to submission of additional documentation, responses to specific questions, and interviews with potential project participants.**

C. Affected Local Jurisdictions

- (1) Any private entity submitting a Solicited Bid/Proposal or an Unsolicited Proposal to the County for a qualifying project must provide any other affected jurisdiction with a copy of such proposal by certified mail, express delivery, or hand delivery within five (5) business days of submission of the proposal to the County. Any such other affected jurisdiction shall have 60 days from the date it receives its copy of the proposal to submit written comments to the County and to indicate whether the proposed qualifying project is compatible with the affected jurisdiction’s local comprehensive plan, local infrastructure development plans, capital improvements budget, or other government spending plan. The County will consider comments received within the 60-day period prior to entering into a comprehensive agreement pursuant to the PPEA regarding the proposal. However, the County may begin or continue its evaluation of any such proposal during the 60-day period for the receipt of comments from affected jurisdictions.**
- (2) In the event that the County is an affected local jurisdiction for a qualifying project submitted to another public entity, the County Administrator is authorized to develop and submit written comments on such project.**

D. Virginia Freedom of Information Act

Any proposal provided to the County shall be subject to disclosure under the Virginia Freedom of Information Act (“FOIA”), with the exception that confidential and proprietary information may be protected pursuant to § 56-575.4(G) of the PPEA provided that:

- (1) the protection of § 56-575.4(G) is requested by the submitting party,
- (2) such confidential and proprietary information is clearly identified in the proposal, and
- (3) the reasons why such protection is necessary are stated.

A private entity may request and receive a determination from the County as to the anticipated scope of protection prior to submitting the proposal. The County is authorized and obligated to protect only proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated as proprietary by the private entity without reasonably differentiating between the proprietary and non-proprietary information contained therein.

E. Use of Public Funds

Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any comprehensive agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.

F. Applicability of Other Laws

Nothing in the PPEA shall affect the duty of the County to comply with all other applicable law not in conflict with the PPEA. The applicability of the Virginia Public Procurement Act (the “VPPA”) is as set forth in the PPEA.

Article II: Application

Section 39-2. Solicited Bids/Proposals.

The procedures applicable to any particular Solicited Bid/Proposal shall be specified in the solicitation for that proposal and shall be consistent with the requirements of the PPEA and any other applicable law. All such solicitations shall be by issuance of a written Invitation to Bid (“IFB”) or Request for Proposal (“RFP”). Any proposal submitted pursuant to the PPEA that is not received in response to an IFB or RFP shall be an Unsolicited Proposal under these Guidelines, including but not limited to

- (a) proposals received in response to a notice of the prior receipt of another Unsolicited Proposal as required by the PPEA and provided for below in § 39-3(A)(2) and
- (b) proposals received in response to publicity by the County concerning particular needs when the County has not issued a corresponding IFB or RFP, even if the County otherwise has encouraged the submission of proposals pursuant to the PPEA that address those needs.

Section 39-3. Unsolicited Proposals.

The process for evaluating an Unsolicited Proposal, which is described in detail below, consists of four steps. Briefly summarized, upon receipt of an Unsolicited Proposal the County's first step will be to determine whether to accept it for consideration at the conceptual stage. If so, then in step two the County will give public notice of the Unsolicited Proposal. In step three the County will proceed with a review at the conceptual stage of the original Unsolicited Proposal and/or any proposal received in response to the public notice and accepted for consideration at the conceptual stage. Step four is an in-depth review at the detailed stage of the original Unsolicited Proposal and/or any proposal received in response to the public notice and accepted for consideration at the detailed stage. However, the County may discontinue its evaluation of any proposal at any time. Furthermore, if the County determines that it is in the County's interest to do so with respect to any Unsolicited Proposal, the County may eliminate review at the conceptual stage and proceed directly to a review at the detailed stage.

A. Decision to Accept and Consider Unsolicited Proposal; Notice

- (1) Upon receipt from a private entity of any Unsolicited Proposal accompanied by payment of any required fees, the County will determine whether to accept the Unsolicited Proposal for publication and conceptual-phase consideration, as described below. If the County determines not to accept the proposal at this stage it will return the proposal and any unexpended portion of the accompanying initial review fee to the private entity.**
- (2) If the County chooses to accept an Unsolicited Proposal for conceptual-phase consideration, it shall make a copy of the Unsolicited Proposal available for public inspection, subject to any protections under § 39-1(D) of these Guidelines, and shall give public notice of the proposal in accordance with § 56-575.17(B) of the PPEA. In its notice, the County shall specify a period of time not less than 60 days during which it will receive competing Unsolicited Proposals. During the 60-day period for receiving competing Unsolicited Proposals, the County may continue to evaluate the original Unsolicited Proposal. The notice shall also state that the County**
 - (a) has received and accepted an unsolicited proposal under the PPEA,**
 - (b) intends to evaluate the proposal,**
 - (c) may negotiate a comprehensive agreement with the Proposer based on the proposal, and**
 - (d) will accept for simultaneous consideration any competing proposals that comply with the policy adopted by the County and the PPEA.**

The notice also shall summarize in general terms the proposed qualifying project or projects, and identify their proposed locations.

B. Contents of an Unsolicited Proposal

- (1) An Unsolicited Proposal must contain the information listed in § 39-3(C) and § 39-3(E). However, the private entity may request that the County consider a two-step proposal submission, with initial submittal of a more general proposal for conceptual review, to be followed by a more-detailed submission if requested by the County. In the event that**

a two-step proposal submission is proposed, the private entity may include only the information listed in § 39-3(C) with its initial submission, and the County may request the information listed in § 39-3(E) during the second stage, if applicable.

- (2) In the event that an Unsolicited Proposal does not contain the required information, the County may request a supplemental submission pursuant to § 39-1(B)(4) of these Guidelines, or may waive the information not provided. If waived, the County reserves the right to request the additional information, or any other information, at any time during consideration.

C. Content and Format for Submissions at the Conceptual Stage

Unsolicited Proposals at the conceptual stage shall contain the following information in the following format, plus such additional information as the County may request:

(1) Qualifications and Experience

- (a) Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.
- (b) Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project.
- (c) Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
- (d) Provide a current or most recently audited financial statement of the firm or firms and the names of each partner with an equity interest of three percent or greater.
- (e) Identify any persons known to the private entity who would be obligated to disqualify themselves from participation in any contract or transaction arising from or in connection to the project pursuant to the State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 et seq.

(2) Project Characteristics

- (a) Provide a description of the project, including the conceptual design, a scope of work, and a schedule for the initiation of and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the County and the private entity. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.

- (b) Identify and fully describe any work to be performed by the County or any other public entity.
- (c) Identify any affected jurisdictions (jurisdictions in which all or a portion of the project is located).
- (d) Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
- (e) Identify any anticipated adverse social, economic and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project.
- (f) A statement describing the anticipated social, economic, environmental, or other benefits of the project to the public and the County. Project benefits to be considered may occur during the construction, renovation, expansion or improvement phase and during the life cycle of the project.
- (g) Identify the proposed schedule for the work on the project, including the estimated time for completion.
- (h) Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.
- (i) State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the public entity's use of the project.
- (j) A statement setting forth the method by which the private entity proposes to secure necessary property interests required for the qualifying project.
- (k) Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.
- (l) Describe any architectural, building, engineering, or other applicable standards that the proposed project will meet.

(3) Project Financing

- (a) Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- (b) Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, and identify any dedicated revenue source or proposed debt or equity investment on the behalf of the private entity.
- (c) Include a list and discussion of assumptions underlying all major elements of the plan.
- (d) Identify all anticipated risk factors and methods for dealing with these factors.
- (e) Identify any local, state or federal resources that the private entity contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources (and identify each such source) and the timing of any anticipated commitment.

- (f) Identify any third parties that the private entity contemplates will provide financing for the project and describe the nature and timing of each such commitment.
- (g) A statement indicating whether the private entity intends to request the County to provide resources for financing the project and the nature and extent of any such resources.

(4) Project Benefit and Compatibility

- (a) Describe the anticipated benefits to the community, region or state, including anticipated benefits to the economic condition of the County, and identify who will benefit from the project and how they will benefit.
- (b) Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- (c) Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- (d) Explain whether and, if so, how the project is critical to attracting or maintaining competitive industries and businesses to the County or the surrounding region.
- (e) Explain whether and, if so, how the project is compatible with the County's comprehensive plan, infrastructure development plans, capital improvements budget, or other government spending plan.

D. Initial Review at the Conceptual Stage

- (1) Only proposals for qualifying projects, as defined in the PPEA, and those proposals that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format, as described in these Guidelines, will be considered by the County for further review at the conceptual stage.
- (2) The County may stop review and evaluation of a proposal at any time at the County's sole discretion and may reject an Unsolicited Proposal at any time for any reason whatsoever.
- (3) The County will determine at this initial stage of review whether it will proceed using procurement through competitive sealed bidding or competitive negotiation. Following this determination, the County will issue the public notice described in § 39-3(A)(2) which solicits competing Unsolicited Proposals.
- (4) After reviewing an Unsolicited Proposal and any competing Unsolicited Proposals submitted during the notice period, the County may determine
 - (a) not to proceed further with any proposal,
 - (b) to proceed to the detailed phase of review with the original proposal,
 - (c) to proceed to the detailed phase with a competing proposal, or
 - (d) to proceed to the detailed phase with multiple proposals.

E. Format for Submissions at the Detailed Stage

- (1) If the County decides to proceed to the detailed phase of review with one or more Unsolicited Proposals, then the following information must be provided by the private entity unless waived by the County:**
- (a) A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.**
 - (b) A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the private entity to accommodate such crossings.**
 - (c) A statement and strategy setting out the plans for securing all necessary property. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the private entity intends to request the public entity to condemn.**
 - (d) A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties.**
 - (e) A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses.**
 - (f) A detailed discussion of usage of the project, and assumptions about user fees, lease payments, and other service payments over the term of the interim or comprehensive agreement pursuant to Virginia Code § 56-575.9 or Virginia Code § 56-575.9:1 and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time.**
 - (g) Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.**
 - (h) A statement regarding the anticipated public reaction.**
 - (i) Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.**
 - (j) Explanation of how the proposed project would impact local development plans of each affected jurisdiction.**
 - (k) Detailed analysis of the cost and financial feasibility of the proposed project, including its impact on similar facilities operated or planned by the County. Include a detailed description of any financing plan proposed for the project, a comparison of that plan with financing alternatives that may be available to the County, and all underlying data supporting any conclusions reached in the analysis or the selection by the private entity of the financing plan proposed for the project.**
 - (l) Additional material and information as the County may request.**

F. Review Fees

- (1) A review fee will be charged a private entity submitting an Unsolicited Proposal to the County to cover the County's costs of processing, reviewing, and evaluating the proposal, including the cost to compare it to any competing proposals. Such costs include but are not limited to County staff time, the cost of any materials or supplies expended, and the cost of any outside advisors or consultants, including but not limited to attorneys, consultants, and financial advisors used by the County in its sole discretion to assist in processing, reviewing, or evaluating the proposal. Such fees are intended to be in the amount necessary to cover the County's costs.**
- (2) Such fees shall be imposed based on the reasonably anticipated costs to the County in accordance with the following schedule:**
 - (a) *Initial fee.* Payment of an initial fee must accompany the submission of the Unsolicited Proposal to the County in order for the County to proceed with its review. The initial fee shall be no less than \$2,500 regardless of the anticipated total cost.**
 - (b) *Additional fees.* Additional fees shall be imposed on and paid by the private entity throughout the processing, review, and evaluation of the Unsolicited Proposal if and as the County reasonably anticipates incurring costs in excess of the initial fee paid by the private entity. The County will notify the private entity of the amount of such additional fees as and when it anticipates incurring such costs. Prompt payment of such additional fees is required before the County will continue to process, review, and evaluate the proposal.**
 - (c) *Reimbursement of excess fees paid.* In the event the total fees paid by the private entity exceed the County's total costs incurred in processing, reviewing, and evaluating the proposal, the County shall reimburse the difference. Otherwise, the County shall retain all fees paid.**

Article III: Evaluation and Selection

Section 39-4. Proposal Evaluation and Selection Criteria

A. Analysis of costs and benefits.

- (1) Analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of a request by a private entity for approval of a qualifying project shall be performed by employees of the County.**
- (2) As an alternative or supplement to analysis by County employees under § 39-4(A)(1), the County may engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the County, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of any request by a private entity for approval of a qualifying project.**

B. Procedure for Evaluation and Selection

The procedure for evaluation of proposals and selection of a proposal, if any, shall be

- (1) consistent with the PPEA and these Guidelines, and
- (2) in accordance with the County's procurement procedures for review and selection of competitive sealed bids or competitive negotiation.

C. Public Hearing

The County shall hold a public hearing on the proposals during the proposal review process at least 30 days prior to entering into an interim or comprehensive agreement pursuant to § 39-3.

D. Evaluation and Selection Factors

Some or all of the following matters may be considered in the evaluation and selection of PPEA proposals. However, the County retains the right at all times to reject any proposal at any time for any reason whatsoever.

- (1) *Qualifications and Experience.* Factors to be considered in either phase of the County's review to determine whether the private entity possesses the requisite qualifications and experience may include but are not necessarily limited to:

- (a) Experience with similar projects.
- (b) Demonstration of ability to perform work.
- (c) Leadership structure.
- (d) Project manager's experience.
- (e) Management approach.
- (f) Financial condition.
- (g) Project ownership.

- (2) *Project Characteristics.* Factors to be considered in determining the project characteristics may include but are not necessarily limited to:

- (a) Project definition.
- (b) Proposed project schedule.
- (c) Operation of the project.
- (d) Technology; technical feasibility.
- (e) Conformity to laws, regulations, and standards.
- (f) Environmental impacts.
- (g) Condemnation impacts.
- (h) State and local permits.
- (i) Maintenance of the project.

- (3) *Project Financing.* Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include but are not necessarily limited to:

- (a) Cost and cost benefit to the County.

- (b) Financing and the impact on the debt or debt burden of the County.
- (c) Financial plan.
- (d) Estimated cost.
- (e) Life-cycle cost analysis.
- (f) The identity of any third party that will provide financing for the project and the nature and timing of their commitment.

(4) *Project Benefit and Compatibility.* Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans may include but are not necessarily limited to:

- (a) Community benefits.
- (b) Community support or opposition, or both.
- (c) Public involvement strategy.
- (d) Compatibility with existing and planned facilities.
- (e) Compatibility with local, regional, and state economic development efforts.

Section 39-5. Comprehensive Agreement.

A. Review and Approval of Comprehensive Agreement by Board of Supervisors.

Prior to acquiring, designing, constructing, improving, renovating, expanding, equipping, maintaining, or operating any qualifying project, a selected private entity shall enter into a comprehensive agreement with the County as provided by the PPEA. Any such comprehensive agreement, and any amendment thereto, must be approved by the County's Board of Supervisors (the "Board") before it is entered into on behalf of the County.

In considering any comprehensive agreement, the Board shall determine whether the project serves the public purpose of the PPEA, and whether

- (1) there is a public need for or benefit derived from the qualifying project of the type the private entity proposes as a qualifying project,
- (2) the estimated cost of the qualifying project is reasonable in relation to similar facilities; and
- (3) the private entity's plans will result in the timely development or operation of the qualifying project.

B. Interim Agreement.

Prior to or in connection with the negotiation of the comprehensive agreement, the County may enter into an interim agreement, upon approval by the Board, with the private entity proposing the development or operation of the qualifying project. Such interim agreement may

- (1) permit the private entity to commence activities for which it may be compensated relating to the proposed qualifying project, including, but not limited to, project planning and development, design and engineering, environmental analysis and

- mitigation, survey, and ascertaining the availability of financing for the proposed facility or facilities;
- (2) establish the process and timing of the negotiation of the comprehensive agreement; and
 - (3) contain any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate.

C. Contents of Comprehensive Agreement.

As provided by the PPEA, the terms of the comprehensive agreement shall include but not be limited to:

- (1) Delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project, in the forms and amounts satisfactory to the County.
- (2) Review and approval of plans and specifications for the qualifying project by the County. This shall not be construed as requiring the private entity to complete design of a qualifying project prior to execution of a comprehensive agreement.
- (3) The right of the County to inspect the qualifying project to ensure that the private entity's activities are acceptable to the County and in accordance with the provisions of the comprehensive agreement.
- (4) Maintenance of a policy or policies of liability insurance or self-insurance in from and amount satisfactory to the County and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project.
- (5) Monitoring of the practices of the operator by the County to ensure proper maintenance.
- (6) Reimbursement to be paid to the County for services provided by the County.
- (7) Filing by the private entity of appropriate financial statements on a periodic basis.
- (8) Policies and procedures governing the rights and responsibilities of the County and the operator in the event that the comprehensive agreement is terminated or there is a material default by the operator, including the conditions governing assumption of the duties and responsibilities of the operator by the County and the transfer or purchase of property or other interests of the operator by the County.
- (9) Providing for such user fees, lease payments, or service payments, if any, as may be established from time to time by agreement of the parties, which shall be the same for persons using the facilities under like conditions and shall not materially discourage use of the qualifying project. Classifications according to reasonable categories for assessment of user fees may be made.
- (10) Requiring a copy of any service contract to be filed with the County and providing that a schedule of the current user fees or lease payments shall be made available by the operator to any member of the public upon request.
- (11) The terms and conditions under which the County may contribute financial resources, if any, for the qualifying project.
- (12) Any other provisions required by applicable law or agreed to by the parties.

THIS ORDINANCE SHALL BE EFFECTIVE _____

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**

PUBLIC-PRIVATE PARTNERSHIPS (P3s): **What Local Government Managers** **Need to Know**

A Policy Issue White Paper for
ICMA, International City/County Management Association



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Public-Private Partnerships (P3s): What Local Government Managers Need to Know

A policy issue white paper prepared on behalf of the ICMA Governmental Affairs and Policy Committee, January 2018, by Lawrence L. Martin, PhD, MBA, Professor of Public Affairs, Doctoral Program in Public Affairs, University of Central Florida, HPA 1, Room 218, 12805 Pegasus Drive, Orlando, Florida 32816-3680; phone: 407-823-5731; email: martinl@ucf.edu.

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PUBLIC-PRIVATE PARTNERSHIPS (P3s):

What Local Government Managers Need to Know

INTRODUCTION

The United States is facing a public infrastructure crisis. The American Society of Civil Engineers assigns the grade of D+ to the nation's infrastructure and estimates the cost at some \$4 trillion to bring it up to minimally acceptable standards.^{1,2} Similar sentiments are expressed by government agencies. The U.S. Department of Transportation estimates that \$170 billion is needed annually to improve the nation's roads, bridges, and transit, while the U.S. Environmental Protection Agency estimates some \$400 billion is needed over the next 20 years to maintain the nation's drinking water infrastructure.^{3,4}

The costs will fall heavily on local governments that own and maintain a significant proportion of the nation's infrastructure.⁵ However, this comes at a time when many local governments are still recovering from the Great Recession of 2008.^{6,7} The result for local governments is a perfect storm of increased infrastructure needs and inadequate resources.

Consequently, local governments are increasingly looking to public-private partnerships (P3s) as a means of delivering public facility and infrastructure projects.⁸⁻¹⁴ This white paper introduces local government professionals to the types and uses of public-private partnerships as well as the major issues local governments encounter when using P3s.

Table 1 Types and Components of Infrastructure

Economic Infrastructure

- Highways and roads
- Bridges
- Tunnels
- Public transit
- Rail (light rail, streetcars, etc.)
- Airports
- Seaports
- Waterways
- Water/wastewater/storm water
- Solid waste (collection and disposal)
- Parking garages
- Highspeed broadband

Social Infrastructure

- Hospitals and health care facilities
 - Schools (elementary and high school)
 - Universities (classrooms, dorms)
 - Correctional facilities (jails, prisons, others)
 - Parks and recreation
 - Housing
 - Convention centers
 - Sports facilities
 - Libraries
 - Museums
 - Government buildings (all types)
-

What Are Public-Private Partnerships (P3s)?

Much confusion exists about public-private partnerships, in part because the term is used to describe a variety of arrangements—privatization, outsourcing, grants, leases, asset sales, and others—between governments and private sector organizations (both for-profit and nonprofit).¹⁵

This white paper adopts the definition and classification system that the National Institute of Governmental Purchasing (NIGP, the professional association of state and local government procurement officials) uses in its *Public-Private Partnership (P3) Practice Guidance*.¹⁶ Several aspects of the P3 definition are worth highlighting:

- The definition identifies P3s as a class of facility and infrastructure contracts.
- The basic P3 is a design-build (DB) *facility or infrastructure contract*. Other components—financing (F), operations (O), and maintenance (M)—may be added. (Note that in the procurement field, DB, F, O, and M are commonly used abbreviations. This paper does not use the abbreviations except in tables.)
- The definition distinguishes P3s from other public-private relationships not directly tied to design-build facility or infrastructure contracts.
- The P3 definition includes renovation and rehabilitation in addition to new construction.
- The P3 definition is sufficiently broad to encompass most facility and infrastructure sectors and activities of concern to local governments (see Table 1).

The lists of Table 1 aren't exhaustive yet still make it evident that the potential uses of P3s are numerous. While the greatest use of P3s is in transportation (highways, roads, bridges, tunnels, airports, transit, etc.), P3s are increasingly being used in the other areas.¹⁷⁻¹⁹

ADVANTAGES AND DISADVANTAGES OF P3s

In terms of advantages, P3s can deliver needed facilities and infrastructure projects faster and less expensively than can local governments working on their own (see Table 2). Various project risks can be transferrable to contractors, and P3s can provide access to private sector expertise and financing.

What You May Not Know About Public-Private Partnerships

- The more activities bundled in a P3, the greater the number of risks involved.
- The general rule of thumb today is that the party (local government or contractor) best able to manage a risk should assume that risk.
- One of the biggest misconceptions about P3s is that the private sector is providing free money for infrastructure projects.
- State legislation is considered important because it removes uncertainty about the legal authority for state departments, regional governments, and local governments to use P3s.
- Research in the U.S. and in other countries (e.g., Australia, Canada, United Kingdom) suggests that P3 project size and urban/rural status are important considerations in attracting private sector financing. Private sector financial institutions prefer larger projects to smaller ones and urban projects to rural projects. Small and rural local governments have several options in dealing with these size and geographic issues (e.g., bundling, public pension funds, and private foundations).
- The skills needed to procure a P3 and to manage the resulting contract are in short supply in government.

In terms of disadvantages, P3s can result in higher financing costs compared to traditional government financing approaches (e.g., tax-exempt bonds). P3 procurement and contracting processes are complex. Only a limited number of bidders/providers may be interested in a particular P3. The shared decision-making associated with P3s reduces local government flexibility. Citizens do not understand P3s, and many projects are criticized for a lack of transparency.

TYPES OF P3s

The NIGP practice guidance identifies six types of P3s (Table 3). The taxonomy uses as its organizing framework the major components of a P3 facility or

infrastructure project (*design, construction, financing, operations, and maintenance*). The taxonomy follows similar frameworks used by the U.S. Department of Transportation and the Congressional Budget Office.^{20, 21}

Table 2 Advantages and Disadvantages of P3s

P3 Advantages	P3 Disadvantages
- Faster and less expensive delivery of facilities and infrastructure - Project risk transfer to contractors - Access to private sector expertise - Access to private sector financing	- Increased financing costs - Complex procurement and contracting - Few bidders/providers - Reduced flexibility in decision making - Not well understood by citizens - Lack of transparency

Source: California Legislative Analyst's Office, *Maximizing State Benefits From Public-Private Partnerships* (2012), available at http://www.lao.ca.gov/reports/2012/trns/partnerships/P2_110712.pdf.

National League of Cities, *Municipal Action Guide: Public-Private Partnerships for Transportation Projects* (2012), available at <https://www.mnsenaterepublicans.com/wp-content/uploads/2014/08/public-private-partnerships-for-transportation-projects-mag-may12-1.pdf>.

Romero, M.J., *What Lies Beneath?—A Critical Assessment of PPPs and Their Impact on Sustainable Development* (2015).

Table 3 Types of P3s

P3 Type	Characteristics
Design-Build (DB)	Design (D) and construction (B) are bundled into one procurement and contract.
Design-Build-Finance (DBF)	Design (D) and construction (B) are bundled into one procurement and contract with financing (F) provided by the contractor.
Design-Build-Maintain (DBM)	Design (D), construction (B), and maintenance (M) are bundled into one procurement and contract.
Design-Build-Finance-Maintain (DBFM)	Design (D), construction (B), and maintenance (M) are bundled into one procurement and contract with financing (F) provided by the contractor.
Design-Build-Finance-Operate (DBFO)	Design (D), construction (B), and operations (O) are bundled into one procurement and contract with financing provided by the contractor
Design-Build-Finance-Operate-Maintain (DBFOM)	Design (D), construction (B), maintenance (M), and operations (O) are bundled into one procurement and contract with financing (F) provided by the contractor. This P3 type is also called a concession.

A recent study applied the NIGP definition and taxonomy to the P3 database maintained by *Public Works Financing*.^{19,22} The PWF database is arguably the most comprehensive compilation of U.S. P3 projects. After removing all projects not meeting the NIGP definition, all federal projects, and any projects in existence in a state prior to that state's passage of P3 legislation, the study identified 221 P3 projects that state and local governments implemented between 1996 and 2016 (Table 4). The majority (53.9 percent) of these P3 projects are design-build. A third (31.7 percent) include a financing component, and 14 percent involve operations or maintenance without a financing component.

MAJOR DIFFERENCES BETWEEN P3s AND TRADITIONAL FACILITY AND INFRASTRUCTURE CONTRACTS

The four major differences between P3s and traditional infrastructure contracts are (1) **bundling**, (2) **risk transfer**, (3) **shared decision making**, and (4) **private sector financing**.

Bundling

"Design-bid-build" is the traditional approach to local government facility and infrastructure procurements and contracting. Following this approach, one procurement and contract is for the design of a public facility or infrastructure project, and a second and separate procurement and contract is for the actual construction/build. Bundling both design and construction into one

procurement and contract reduces project delivery time while simultaneously reducing project delivery costs.

P3s of the design-build type have additional benefits. A contractor has no incentive to cut corners with materials or specifications in the design phase because it will be constructing the facility or infrastructure project. If something goes wrong during the construction phase, the design-build P3 precludes finger pointing because the same contractor is responsible for both design and construction. The same logic applies when adding financing, operations, and maintenance to the design-build bundle. When the same contractor who designs and constructs a facility or infrastructure project is also going to operate and/or maintain it, no incentive exists to use cheaper materials that might result in higher operating costs later. As the American Institute of Architects points out, "By assuming long-term maintenance responsibility, the private entity is held more accountable for the delivered asset and is therefore incentivized to produce a high-quality, long-lasting asset."²³

Risk Transfer

Risk transfer involves shifting the responsibility and costs for performance failure in a P3 activity from the government to the contractor. Risks are associated with all phases of P3 projects: design, construction, finance, operations, and maintenance.^{13,24} The more activities bundled in a P3, the greater the number of risks involved and the greater the number of decisions about which risks to transfer, retain, and/or share.

Table 4 Types of P3s That State and Local Governments Implemented 1996–2016

P3 Type	Number (Percent)
Design-Build (DB)	119 (53.9%)
Design-Build-Finance (DBF)	19 (8.6%)
Design-Build-Operate (DBO) & Design-Build-Maintain (DBM)	32 (14.5%)
Design-Build-Finance-Operate (DBFO), Design-Build-Finance-Maintain (DBFM), & Design-Build-Finance-Operate-Maintain (DBFOM)	51 (23.1%)
TOTAL	221 (100%)

In the past, local governments assumed many risks that are transferrable to contractors. The general rule of thumb today is that the party (local government or contractor) best able to manage a risk should assume that risk. Two critical risks involved with P3s are (1) design and construction risk and (2) demand risk.

Design and construction risk involves the responsibility and costs associated with design flaws and construction delays as well as labor and material price increases. The contractor assumes design and construction risk in most P3s.

Demand risk is associated with long-term P3s that include financing and where tolls or user fees fund the project. In P3s of this type, if demand (e.g., the number of cars using a P3 toll road) declines, then revenue declines and the financial viability of a P3 project is affected. Accurately estimating demand is difficult.²⁰ Depending upon how the P3 contract is structured, demand risk is transferred to the contractor, retained by the local government, or shared.

The U.S. Department of Transportation, Federal Highway Administration has developed a risk allocation matrix (Table 5) for design-build and design-build-finance-operate-maintain P3s.²⁴ While the matrix was designed for transportation-related P3 projects, it also has implications for other types. The matrix is not intended to be exhaustive.

Shared Decision Making

With bundling comes increased contractor involvement in decision making. Table 6 illustrates the progression.

As additional components are added to the basic design-build P3, the contractor assumes more responsibility for the overall success of the project. Likewise, contractor participation in decision making necessarily increases. The relationship becomes less of a buyer-seller relationship and more of a partnership. This situation is particularly true when financing is involved. When providing the financing for a P3, the contractor will naturally want to participate more fully in decision making to protect its investment. In all instances, the local government maintains responsibility for planning, thereby insuring that P3 projects are in keeping with the local government's facility and infrastructure plans and priorities.

Private Sector Financing

The ability of local governments to attract private sector financing for facilities and infrastructure projects is

an attractive feature of P3s. However, financing is not funding. One of the biggest misconceptions about P3s is that the private sector is providing free money for infrastructure projects.²⁵ The private sector views P3s as investments; repayment of the investment plus a profit is required.

LOCAL GOVERNMENT AUTHORITY FOR P3s

Authority for local government use of P3s comes from two sources, state P3 legislation and home rule authority.

State P3 Legislation

In 2015, the National Conference of State Legislatures identified 33 states with some form of P3 legislation.²⁶ Since the NCSL study, two additional states (Kentucky and New Hampshire) passed P3 legislation, bringing the total to 35.²⁷ State legislation is considered important because it removes uncertainty about the legal authority for state departments, regional governments, and local governments to use P3s.^{9, 25} Table 7 identifies the 35 states with P3 legislation and looks at two aspects: (1) legislation is restricted to transportation projects only and (2) legislation includes local government.

As Table 7 points out, the P3 legislation in 27 states (77 percent) is restrictive, allowing only transportation-related projects. The types of transportation-related projects allowed vary widely from state to state. For example, Mississippi's P3 statute only allows toll roads and bridges. In eight states (23 percent), the P3 legislation is broader and covers other types of projects (e.g., waste/wastewater, office buildings, parks, sport facilities) in addition to transportation. The P3 legislation in 18 states (51 percent) includes local governments.

Home Rule Authority

Municipalities and home rule counties have the option of relying on their own authority to utilize P3s. According to Allen & Overy, LLP, these local governments can define their own approaches to P3s and no additional authority is required.²⁸ The city of Miami, Florida, is a case example. Even though the state of Florida extends P3 authority to local governments, the city of Miami has adopted its own P3 ordinance.^{29, 30}

Table 5 Common Risk Allocation for DB and DBFOM P3s

Risk	Design-Build (DB)	Design-Build-Finance-Operate-Maintain (DBFOM)
NEPA (environmental approvals)	Government	Government
Permits	Shared	Contractor
Right of way	Government	Shared
Utilities	Shared	Shared
Ground conditions	Government	Contractor
Hazardous materials	Government	Shared
Quality assurance and quality control	Shared	Contractor
Security	Government	Contractor
Force majeure	Shared	Shared

Source: Adapted from: U.S. Department of Transportation, Federal Highway Administration, *Risk Assessment for Public-Private Partnerships: A Primer* (2012), available at: https://www.fhwa.dot.gov/ipd/pdfs/p3/p3_value_riskassessment_manual_v1.pdf.

Table 6 Shared Decision Making and P3 Types

Risk	Design-Build (DB)	Design-Build-Finance (DBF)	Design-Build-Maintain (DBM)	Design-Build-Finance-Maintain (DBFM)	Design-Build-Finance-Operate (DBFO)	Design-Build-Finance-Operate-Maintain (DBFOM)
Planning	Gov	Gov	Gov	Gov	Gov	Gov
Design	Con	Con	Con	Con	Con	Con
Build	Con	Con	Con	Con	Con	Con
Finance	Gov	Con	Con	Con	Con	Con
Operations	Gov	Gov	Gov	Gov	Con	Con
Maintenance	Gov	Gov	Gov	Con	Gov	Con

Primary Responsibility: Gov = Government, Con = Contractor.

Source: Adapted from National Institute of Governmental Purchasing, *Public-Private Partnership (P3): Facilities & Infrastructure* (2016), available at: <http://engage.nigp.org/acton/attachment/24793/f-00a2/1/-/-/-/Public-Private%20Partnership%20%28P3%29%20Facilities%20and%20Infrastructure.pdf>.

Table 7 States with P3 Legislation

State	P3 Legislation Restricted to Transportation Projects Only	State P3 Legislation Applies to Local Governments
Alabama	YES	NO
Alaska	YES	NO
Arizona	YES	YES
Arkansas	YES	YES
California	NO	YES
Colorado	YES	YES
Connecticut	NO	NO
Delaware	YES	NO
Florida	NO	YES
Georgia	NO	YES
Illinois	YES	YES
Indiana	NO	YES
Kentucky	NO	YES
Louisiana	YES	YES
Maine	YES	NO
Maryland	NO	NO
Mass	YES	NO
Minnesota	YES	YES
Mississippi	YES	YES
Missouri	YES	YES
Nevada	YES	YES
N. Carolina	YES	YES
N. Dakota	NO	YES
N. Hampshire	YES	NO
Ohio	YES	NO
Oregon	YES	NO
Pennsylvania	YES	NO
S. Carolina	YES	NO
Tennessee	YES	NO
Texas	YES	YES
Utah	YES	NO
Virginia	YES	YES
Washington	YES	NO
W. Virginia	YES	NO
Wisconsin	YES	NO
TOTAL	27	18

Sources: National Conference of State Legislatures, *Public-Private Partnerships for Transportation: Categorization and Analysis of State Statutes* (2017), available at: http://www.ncsl.org/Portals/1/Documents/transportation/P3_state_statutes2.pdf.

U. S. Department of Transportation, Federal Highway Administration (FHWA) Center for Innovative Financing, "State P3 Legislation" (2017), available at <https://www.fhwa.dot.gov/ipd/p3/legislation/>.

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P3s WITH FINANCING COMPONENTS

P3s with financing components are either short-term or long-term arrangements.

Short-Term P3s

Only one P3 type, design-build-finance, falls into this category. In this P3 type, the contractor provides the short-term construction financing needed for the design and construction of a fixed-price "turnkey" project. Short-term design-build-finance P3s represent only about nine percent of all P3 projects implemented over the last 20 years (Table 4).

Long-Term P3s

Three P3 types fall into this category: design-build-finance-operate, design-build-finance-maintain, and design-build-finance-operate-maintain. The design-build-finance-operate-maintain P3 type has received the most attention because of its potential to finance large facility and infrastructure projects.^{23, 31}

Long-term P3s, as the name suggests, use long-term contracts (20–50 years). Long-term contracts provide a method for local governments to repay the costs of design, construction, and financing of a facility or infrastructure project over several years. This approach is analogous to a home mortgage. A local government gets the use of a new or rehabilitated facility or infrastructure project now and pays for it in installments over multiple years.

FINANCING AND FUNDING LONG-TERM P3s

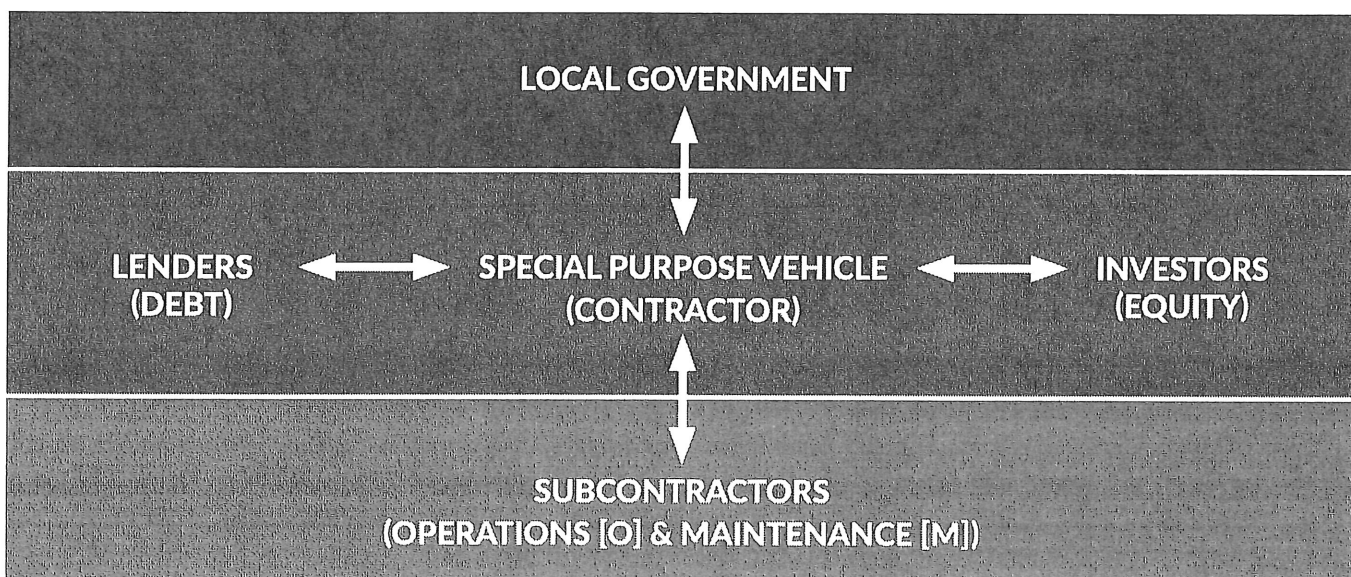
The *financing* of long-term P3s involves acquiring the upfront capital needed to pay for the design and construction of a facility or infrastructure project. The *funding* of long-term P3s deals with how contractors are paid for the upfront capital costs of design, construction, and financing as well as the costs of operations and maintenance of the facility or infrastructure project.

Financing

The financing of long-term P3s takes two forms: *equity* and *debt*. Contractors and investors provide equity in the form of capital. Sources of debt include loans from U.S. and foreign banks, financial institutions, pension funds (both public and private), and others. Long-term P3s are heavily leveraged, with an average debt-to-equity ratio of 80 percent to 20 percent.

The federal government offers assistance to local governments for small and large, short-term and long-term, and urban and rural P3 projects. This assistance comes in the form of grants, direct loans, loan guarantees, and standby lines of credit. Examples are the Transportation Infrastructure Finance & Innovation Act (TIFIA), the Railroad Rehabilitation & Improvement Financing (RRIF) program, private activity bonds (PABs), and the Infrastructure for Rebuilding America program.^{32, 33}

Figure 1 The Special Purpose Vehicle



Project Financing and the Special Purpose Vehicle (SPV)

Project financing and the special purpose vehicle (SPV) play major roles in long-term P3s.

Project financing, also called *limited recourse financing*, is described as “a method of raising long-term debt financing for major projects through financial engineering based on lending against cash flow generated from the project alone.”³⁴ With project financing, cash flow generated by the long-term P3 project is used primarily, if not exclusively, to repay creditors.³⁵

Special purpose vehicle (SPV) is a separate corporation created exclusively to serve as the contractor for a long-term P3 project.³⁹ The idea behind the SPV is that the entity serving as the contractor should have no other lines of business and no other financial concerns. Figure 1 graphically illustrates the role played by the SPV in a long-term P3 project.

As Figure 1 illustrates, the SPV is the central actor in a long-term P3. The SPV is responsible for the design and construction of the P3 project, providing or arranging for the financing through its relationships with banks, financial institutions, and other investors. It is also responsible for operating and maintaining the facility or infrastructure project over a number of years, either directly or through its subcontractors.

The use of project financing and the SPV shields local governments from financial exposure. If a long-term P3 project experiences financial difficulties, creditors have recourse only against the SPV and not the local government.

Funding

Long-term P3s are funded in three basic ways: (1) tolls and user fees, (2) shadow tolls, and (3) availability payments.

Tolls and user fees are charged for the use of P3 facility and infrastructure projects (e.g., roads, bridges, tunnels, water/wastewater connections, solid waste collection and disposal, transit, airports, and admission to convention centers and museums). Either the local government or the contractor collects the tolls or user fees. When they are collected by the contractor, absent any other funding considerations (e.g., government guarantee), demand risk is assumed by the contractor. When a local government collects the tolls or user fees, the government retains demand risk.

Shadow tolls are similar to tolls or user fees, except the local government pays, not the user. For exam-

ple, the local government pays a shadow toll to the contractor every time someone uses a bridge, tunnel, recreation facility, museum, and the like. Local governments use shadow tolls when regular tolls or user fees are unpopular with stakeholders or when little political support exists for their use.³⁵ The local government retains demand risk when shadow tolls are used.

Availability payments are a payment approach not tied to usage. Availability payments fund the contractor when a P3 facility or infrastructure project is “open for business.” For example, a contractor might receive a payment for every month that a P3 facility or infrastructure project is open, functioning, and unobstructed.³⁶ Availability payments can be tied to key performance measures.³⁷ With availability payments, the local government retains demand risk.

Moody's Investor Service notes that since the 2008 recession, a number of long-term P3s have used availability payments.³⁸

SMALL AND RURAL LOCAL GOVERNMENTS AND P3s

With short-term design-build and design-build-finance P3s as well as with long-term design-build-operate P3s, the size of a local government or its urban/rural status makes little difference. The situation is different with long-term P3s, other than design-build-operate.

Research in the U.S. and in other countries (e.g., Australia, Canada, United Kingdom) suggests that P3 project size and urban/rural status are important considerations in attracting private sector financing.³⁹ Private sector financial institutions prefer larger projects to smaller ones and urban projects to rural projects. Small and rural local governments have several options in dealing with these size and geographic issues.

Bundling can increase P3 project size. Several smaller P3 projects can be bundled into one larger project.⁴⁰ Likewise, two or more local governments can bundle several smaller P3 projects. Smaller and/or rural local governments may be able to piggyback their P3 projects onto larger ones developed by state departments or agencies. The state of Pennsylvania's “Small Bridge Renovation and Repair” project combined 558 structurally deficient bridges in the state into one large P3.^{41, 42}

Public pension funds and private foundations, particularly community foundations, are potential sources of financing for long-term P3 projects proposed by smaller and rural local governments. These financial

institutions are beginning to recognize that long-term P3s are not only viable investment opportunities, but also contribute economically to the development of their communities and states.

CONTINUING CHALLENGES WITH LONG-TERM P3s

A number of additional challenges are involved with local government use of long-term P3s.

Transparency and Stakeholder Education

Citizens do not understand long-term P3s. Local governments considering their use can expect to hear such comments as “they are selling our roads” and “they are privatizing our libraries and parks.” A major challenge for local governments is being fully transparent and educating citizens about P3s.²⁵

Procurement

The bundling of design and construction with financing operations and maintenance into one long-term P3 project creates a new approach to public procurement and contracting that is neither a capital project nor a service contract, but rather is both. A long-term P3 procurement usually involves some variation of a “two-step” approach. At step one, potential bidders or proposers are pre-screened for capability, past performance, and ability to provide or arrange for private sector financing. A request for qualifications (RFQ) or some similar approach is used.

After a smaller number of prospective bidders or proposers are pre-qualified, step two involves issuing a formal request for proposals (RFP). As part of the review of formal proposals, a value-for-money (VfM) analysis or some other economic analysis is frequently conducted to justify adopting a P3 approach rather than using more traditional financing.⁴³ The successful bidder or proposer becomes the special purpose vehicle (SPV) for the P3 project.

P3 Expertise

Local government expertise and experience with long-term P3s is limited. The skills needed to procure a P3 and to manage the resulting contract are in short supply in government. Some states (e.g., Oregon, Virginia, Texas, and Kentucky) have created organizational units staffed with individuals knowledgeable about P3s. These “P3

units” can provide consultation and technical assistance to local governments that are considering use of P3s. Additionally, many private sector firms and individuals with expertise in P3s are available as consultants.

Contracting

Just as long-term P3s present procurement challenges, they also present contracting challenges. Developing a 20–50-year contract that covers all potential issues that might arise over such a long term is impossible. An approach used to overcome the challenges of long-term P3 contracts is to specify that the contract and the partnership understandings are to be periodically revisited, either on the basis of time (e.g., every five years) or on the basis of some occurrence (e.g., significant increase in inflation).

Unsolicited Proposals

An unsolicited proposal is one *not* received in response to a formal local government procurement. The idea behind unsolicited proposals is to encourage the submission of innovative private sector solutions to local government facility and infrastructure needs based on P3 approaches.⁴⁴ Unsolicited proposals create several challenges: when and how to use them, procedures for review, and allowing competing proposals. Unsolicited proposals can assist in advancing facility and infrastructure projects, but they can also cause disruption when they fall outside a local government’s facility and infrastructure plans and priorities.

CASE EXAMPLES

The case examples that follow address many of the P3 issues identified in the preceding sections.

DBOM P3: Snohomish County, Washington, New Paine Field Airport Terminal

Snohomish County, Washington, has entered into a design-build-operate-maintain P3 for a new airport passenger terminal at the county’s Paine Field. Paine Field (Everett, Washington) is better known as where the nearby Boeing Company parks its airplanes. The county approved the design-build-operate-maintain P3 contract in 2015, and groundbreaking took place in June 2017. The new terminal is scheduled to open in 2018. The contractor, Propeller Airports of New York, will provide all carrier and passenger services. The design-

build-operate-maintain P3 contract term is for 30 years. The county is providing the financing. The county is to receive rent payments of \$450,000 annually as well as a percentage of the profits from terminal operations.⁴⁵⁻⁴⁷

DBO P3: City of Phoenix, Arizona, Lake Pleasant Water Treatment Plant

Ten years ago, the city of Phoenix, Arizona, entered into a long-term P3 with a consortium (special purpose vehicle) of private companies to design-build-operate the Lake Pleasant Water Treatment Plant. Private sector financing was not an issue. Instead, the city's objectives were to reduce project delivery time, promote innovation, reduce risk, and achieve life cycle cost savings. The plant's current capacity is 80 million gallons per day. The city retains rate-setting authority. When the Lake Pleasant Treatment Plant came online, it was the largest such plant in North America.⁴⁸

DBFM P3: State of Pennsylvania Small Bridge Renovation and Repair

The state of Pennsylvania's Rapid Bridge Replacement Program design-build-finance-maintain P3 program has as its objective the rehabilitation of some 558 structurally deficient small bridges across the state. This design-build-finance-maintain P3 is an example of bundling and piggybacking smaller projects into a larger one. Plenary Walsh Key Partners serves as the special purpose vehicle (SPV). Walsh is a Chicago-based company while Plenary Group is a Melbourne, Australia, firm specializing in P3s. The \$1.1 billion contract calls for the SPV to rehabilitate the bridges and maintain them for 25 years. Financing comes from private equity and \$250 million in private activity bonds (PADs).^{41, 42} Availability payments fund this P3 project.

DBFOM P3: City of Lakewood, California, Street Lighting

Over 20 years ago, the city of Lakewood, California, entered into a design-build-finance-operate-maintain P3 for street lighting. The P3 called for the contractor, City Light & Power (CL&P), to repair, replace, and maintain the city's streetlights at its own cost. CL&P used more energy-efficient streetlights that were easier to maintain. By using a P3, the city of Lakewood was able to upgrade its aging streetlights while avoiding approximately \$7 million in up-front capital costs.⁴⁹

DB P3: Washington, D.C., NoMA-Gallaudet University Metrorail Station

The Washington Metropolitan Transit Authority (WMATA) District used a design-build (DB) P3 for its NoMA- Gallaudet Metrorail Station. The Gallaudet University and surrounding area is referred to as NoMA (North of Massachusetts Avenue). This DB P3 served as the catalyst for the economic revitalization of this section of the District of Columbia. The area had a substantial amount of undeveloped land. The station opened in 2004 with some \$110 million in financing provided by the federal government, the District of Columbia, and private sources. The assessed valuation of the 35-block area surrounding the station increased from \$535 million in 2001 to \$2.3 billion in 2007.⁵⁰⁻⁵²

DBFOM P3: Long Beach, California, Court House

The Judicial Council of the State of California, Administrative Office of the Courts used a design-build-financing-operate-maintain P3 for a new courthouse in Long Beach named after former California Governor George Deukmejian. The \$492 million courthouse contains approximately 500,000 square feet of office space. Long Beach Judicial Partners, a consortium of several private sector firms headed by Meridiam Infrastructure acting as the special purpose vehicle, provided the financing for the project. The Governor George Deukmejian Courthouse is the first courthouse P3 project in the U.S. The term of the design-build-financing-operate-maintain P3 contract is for 35 years. The Courthouse opened for business in August 2013.^{10, 18, 53}

DBFOM P3: City of Rialto, California, Water/Wastewater

The city of Rialto, California, and Rialto Water Services (RWS) entered into a design-build-finance-operate-maintain P3 in 2013 with Veolia Water North America. The P3 contract term is for 30 years. The city of Rialto received an up-front "monetized" payment of \$35 million to be used for rehabilitating and replacing water mains and sewers. RWS provides contract administration and oversight of the infrastructure upgrades. One of the original investors in the P3 project is a labor-owned insurance and investment company. The city of Rialto maintains rate-setting authority.^{31, 54, 55}

DBFOM P3: Miami, Florida, Tunnel

The Miami Tunnel design-build-finance-operate-maintain P3 is a collaborative effort of the Port of Miami, Miami-Dade County, and the Florida Department of Transportation. The tunnel moves large vehicle traffic directly from Interstates I-95 and I-395 to the island that serves as the Port of Miami, bypassing and reducing traffic on Miami surface streets. The original special purpose vehicle was MAT Concessionaire, LLC. The tunnel cost some \$900 million. Financing was a combination of equity contributed by the SPV and debt. Availability payments fund the P3 project. The source of funding for the availability payments is user fees charged to cruise ship passengers.⁵⁶⁻⁵⁸

CONCLUDING COMMENTS

P3s represent a new and exciting approach to local government delivery of facilities and infrastructure. The various P3 types provide local governments with opportunities to advance facility and infrastructure delivery dates, tap private sector expertise, and leverage private sector financing. P3s are nontraditional approaches and require outside-the-box thinking. At the same time, P3s present local governments with unique challenges. While P3s may not be right for all local governments, for some they ultimately enhance the government's capacity to serve the community. The sidebar of additional resources (see next page) may help local governments make this determination.

ADDITIONAL RESOURCES

Overview of P3s

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C. Lammam, H. MacIntyre & J. Berechman (2013). *Using Public-Private Partnerships to Improve Transportation Infrastructure in Canada*. Vancouver, British Columbia, Canada: Fraser Institute. Available at: <https://www.fraser-institute.org/studies-using-public-private-partnerships-to-improve-transportation-infrastructure-canada>.

ADDITIONAL RESOURCES, *continued*

Best Practices

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Other Topics

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COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 28, 2022	N-5	Public Hearing – Proposed Secondary Six-Year Plan for FY 2023-2028 and 2023 Construction Budget	
<u>EXPLANATION & SUMMARY:</u> The Board has discussed the proposed Secondary Six-Year Plan for Fiscal Year 2023-2028 at several work sessions, and a copy of the proposed Plan is attached. At its work session on June 7, 2022, the Board also identified its next three priorities for rural rustic improvement: – William Vincent Road (Route 631) – Richardson Road (Route 616) – Messick Road (Route 616) The consensus of the Board is to place these three roads on future Secondary Six-Year Plans for scheduled improvements. <u>COST & FINANCING:</u> N/A <u>PROPOSED OR SUGGESTED MOTION:</u> I move that the Board of Supervisors approve the proposed Secondary Six-Year Plan for FY 2023-2028 and 2023 Construction Budget as proposed. OR I move that the Board of Supervisors postpone action until _____.			
SUBMITTED BY: Mike Berry, Public Works Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

RESOLUTION



of the Board of Supervisors of Warren County

At a regular meeting of the Board of Supervisors of the County of Warren held at the Warren County Government Center on June 28, 2022:

Present were: _____

Absent was: _____

On motion by ____, seconded by ____, and carried:

WHEREAS, Section 33.2-361 of the Code of Virginia (1950), as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan, and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2023 through 2028) as well as the Secondary System Construction Budget (2023) on June 28, 2022 after duly advertised so that all citizens of Warren County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List, and

WHEREAS, Ed Carter, Residency Administrator with the Virginia Department of Transportation, appeared before the Warren County Board of Supervisors and recommended approval of the Six-Year Plan for Secondary Roads (2023 through 2028) and the Secondary System Construction Budget (2023) for Warren County.

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interests of the Secondary Road System in Warren County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2023 through 2028) and Secondary System Construction Budget (2023) are hereby approved as advertised.

Adopted: June 28, 2022

Clerk, Board of Supervisors
County of Warren, Virginia

Secondary System
Warren County
Construction Program
Estimated Allocations

Fund	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	Total
CTB Formula - Unpaved State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula Secondary State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$55,258	\$55,258	\$55,258	\$55,258	\$55,258	\$55,258	\$331,548
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
District Grant - Unpaved	\$234,088	\$249,346	\$249,346	\$220,768	\$220,768	\$220,768	\$1,395,084
Total	\$289,346	\$304,604	\$304,604	\$276,026	\$276,026	\$276,026	\$1,726,632

Board Approval Date:

Residency Administrator

Date

County Administrator

Date

Warren County

Warren County (093)

UPC	Description						
17714	#HB2.FY17 RTE 624 - RECONSTRUCTION						

0001.03 Project 0624093186 ECL FRONT ROYAL ROUTE 645

Previous	Budget	Projected	Total		PE	RW	CN
\$4,737,868	\$0	\$0	\$4,737,868	Schedule:	07/31/13	07/01/19	01/12/21
Total Estimate			\$4,737,868	Estimate:	\$1,187,399	\$373,333	\$3,177,136
Balance:			\$0				

Funding Detail (in \$1000s)		Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
3190000	DGP Supplemental (HB1414)	\$696	\$0	\$0	\$0	\$0	\$0	\$0
6011007	DGP - State	\$3,453	\$0	\$0	\$0	\$0	\$0	\$0
6011907	DGP - State	\$61	\$0	\$0	\$0	\$0	\$0	\$0
6030601	.Formula - Secondary :Federal/State - Warren (CNS601)	\$117	\$0	\$0	\$0	\$0	\$0	\$0
6030605	Secondary Formula - Unpaved Roads : Warren	\$51	\$0	\$0	\$0	\$0	\$0	\$0
6030606	Secondary Formula - Telecommunications : Warren	\$360	\$0	\$0	\$0	\$0	\$0	\$0

111061 Rocky Hollow Road Rd - Rural Rustic

0003.08 Project 0628093811 Rt. 613 - Indian Hollow Road Rt. 629 - Acorn Hill Road

Previous	Budget	Projected	Total		PE	RW	CN
\$250,000	\$109,458	\$0	\$359,458	Schedule:			08/31/20
Total Estimate			\$359,458	Estimate:	\$0	\$0	\$359,458
Balance:			\$0				

Funding Detail (in \$1000s)		Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
3001500	CTB Formula: Unpaved - Warren	\$39	\$0	\$0	\$0	\$0	\$0	\$0
6071700	HB2 DG: Unpaved - Warren	\$211	\$109	\$0	\$0	\$0	\$0	\$0

116774 Kendrick Ford Road - Rural Rustic

0003.11 Project 0660093817 Punch Run Rd. Rt. 621 End of State Maintenance

Previous	Budget	Projected	Total		PE	RW	CN
\$4,111	\$124,630	\$125,259	\$254,000	Schedule:			06/13/22
Total Estimate			\$254,000	Estimate:	\$0	\$0	\$254,000
Balance:			\$0				

Funding Detail (in \$1000s)		Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6071700	HB2 DG: Unpaved - Warren	\$4	\$125	\$125	\$0	\$0	\$0	\$0

Warren County

Warren County (093)

UPC	Description						
116773	Panhandle Road Phase II - Rural Rustic						

0003.12 Project 0613093818 Mountain Road Rt. 619 Wilson Burke Road Rt. 608

Previous	Budget	Projected	Total		PE	RW	CN
\$0	\$0	\$173,250	\$173,250	Schedule:			01/16/25
Total Estimate				Estimate:	\$0	\$0	\$173,250
Balance:							

Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6071700 HB2 DG: Unpaved - Warren	\$0	\$0	\$124	\$49	\$0	\$0	\$0

117036 FY25 & FY26 Warren County Rural Rustic Roads Projects

0003.13 Project 9999093830 Various Various

Previous	Budget	Projected	Total		PE	RW	CN
\$0	\$0	\$420,951	\$420,951	Schedule:			10/07/25
Total Estimate				Estimate:	\$0	\$0	\$420,951
Balance:							

Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6071700 HB2 DG: Unpaved - Warren	\$0	\$0	\$0	\$200	\$221	\$0	\$0

121192 FY27 & FY28 Warren County Rural Rustic Roads Projects

0003.14 Project 9999093 Various Various

Previous	Budget	Projected	Total		PE	RW	CN
\$0	\$0	\$441,536	\$441,536	Schedule:			
Total Estimate				Estimate:	\$0	\$0	\$441,536
Balance:							

Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6071700 HB2 DG: Unpaved - Warren	\$0	\$0	\$0	\$0	\$0	\$221	\$221

100215 COUNTYWIDE ENGINEERING & SURVEY

9999.99 Budget Item 1204005 VARIOUS LOCATIONS IN COUNTY VARIOUS LOCATIONS IN COUNTY

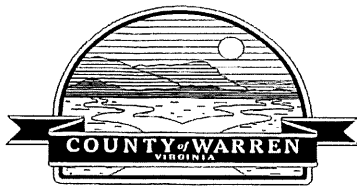
Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6030606 Secondary Formula - Telecommunications : Warren	\$293	\$0	\$0	\$0	\$0	\$0	\$0

-26904 COUNTYWIDE - TRANSPORTATION SERVICES

9999.99 Project 9999093

Previous	Budget	Projected	Total		PE	RW	CN
\$0	\$55,258	\$276,290	\$331,548	Schedule:	07/01/22	06/30/23	07/01/24
Total Estimate				Estimate:	\$50,000	\$50,000	\$231,548
Balance:							

Funding Detail (in \$1000s)	Previous	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
6030606 Secondary Formula - Telecommunications : Warren	\$0	\$55	\$55	\$55	\$55	\$55	\$55



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/28/2022	N-6	Zoning Ordinance Amendment – Z2022-03-02 An ordinance to amend Sections §180-8 <i>Definitions</i> , §180-21 <i>Agricultural District</i> , and §180- 30.1 <i>Abattoir (Poultry)</i> (supplemental regulation) of the Warren County Code.	1 of 1

EXPLANATION & SUMMARY:

The applicants for this text amendment, Justina and Maureen Sager, who operate Flo-Ray Farm located at 1140 Ashby Station Road in the Rockland area of the County. The farm is owned by Mr. Sager's father and mother Earl and Sherry Lynn Sager. The property is zoned Agricultural and identified on tax map# 5 as parcel 8 and is included in the Rockland Agricultural and Forestal district.

The applicants have submitted an overview of the proposed Abattoir for poultry which are raised and slaughtered on their property. They plan to raise them in portable "chicken tractors" also called broiler shelters which will be moved on a daily basis to distribute the nutrient waste generated from each shelter. They plan on starting with three of these units and will rotate them throughout the farm keeping a setback of 100' from the property line.

For three years they have raised and butchered chickens for their own use for non-commercial distribution to family and friends. They are requesting the text amendment so that they can sell their product at local Farmer's markets, retail stores, and larger farms which market to the public free-range raised chickens.

They intend to slaughter no more than 1,000 poultry per year and will average 150 per cycle which equates to 6 to 7 times per year in which the slaughtering will take place. According to the applicants this will occur from March to October.

Portions of this draft ordinance's supplemental regulations were taken from the Confined Feeding Operations ordinance.

See attached application, overview of the land-use request, supplemental regulations and information, and definition.

PROPOSED OR SUGGESTED MOTION:

Finding that the proposed zoning ordinance amendment is appropriate for the public necessity, convenience, and general welfare and good zoning practice, I move that the Board of Supervisors approve the proposed amendment.

OR

Finding that the proposed zoning ordinance amendment is not needed or appropriate for the public necessity, convenience, and general welfare and is not good zoning practice, I move that the Board of Supervisors deny the amendment. (List Reasons)

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

AN ORDINANCE TO ADD THE DEFINITION OF ABATTOIR (POULTRY) IN SECTION 180-8 AND AS AN ACCESSORY USE BY-RIGHT TO 180-21.C AND ADD SUPPLEMENTAL REGULATIONS PERTAINING TO POULTRY ABATTOIRS IN 180-30.1

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8, 180-21 and 180-30.1 of the Warren County Code (Zoning) be amended, added, and re-ordained as follows:

Chapter 180. Zoning

Article II. Application

§ 180-8. Definitions.

- A. General usage...
- B. Interpretation by Zoning Administrator...
- C. Definitions of words and terms. As used in this chapter, the following words and terms shall have the meanings indicated:

ABATTOIR (POULTRY)

A structure where poultry is slaughtered and prepared for distribution. The facility is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, or storage of the product on the premises.

§ 180-21. Agricultural (A) District.

- A. Statement of intent...
- B. Uses permitted by right...
- C. Accessory uses permitted by right. Accessory uses permitted by right shall be as follows:

...

(9) ABATTOIR (POULTRY)

§ 180-30.1. ABATTOIR (POULTRY)

- A. **Statement of intent. This section describes regulations for an exempt poultry abattoir which is permitted by right in the Agricultural District.**
- B. **Requirements. Except as otherwise provided in this chapter, an exempt poultry operation initiated after the enactment of this section which exceeds the slaughtering of more than 1,000 animals per calendar year shall constitute a violation of this chapter. A confirmation letter from the Virginia Department of Agricultural and Consumer Services recognizing the property owner's farm and poultry abattoir as meeting the standards for exemption for the raising, slaughtering and processing of 1,000 birds or less per year shall be required with the submission of the application.**
- C. **Definitions. As used in this section, the following terms shall have the meanings**

indicated:

EXEMPT POULTRY ABATTOIR

A structure where poultry is slaughtered, processed, packed and labeled for distribution. The facility is designed to accommodate the confinement and slaughtering of live animals and may include packing, treating, or storage of the product on the premises. The number of slaughtered fowl or birds shall not exceed 1,000 animals per calendar year.

NUTRIENT

Poultry excrement, litter, offal, innards, feet, heads, feathers and/or waste.

POULTRY

Includes all domestic fowl and game birds raised in captivity.

RECREATIONAL POND OR LAKE

Any pond or lake which is used for fishing, boating, swimming or any other recreational activity.

- D. Structures used for an exempt poultry abattoir operation shall be located no closer than:
- (1) Five hundred feet to any structure designed to be occupied as a residence, excluding any residence owned by the applicant.
 - (2) Five hundred feet to any residential zoning district, school, church, community center or commercial business establishment or industry or any other structure designed for public occupancy.
 - (3) Five hundred feet to any boundary of a town within the County.
 - (4) One hundred feet to any adjacent property where existing agricultural operations are being pursued.
 - (5) Two hundred feet to any primary highway, secondary highway, roadway or other right-of-way for passage.
 - (6) Three hundred feet to any recreational pond, lake, river, creek, spring, reservoir or any public water supply system, including but not limited to community wells.
 - (7) One hundred feet to the property owner's private water supply system, including but not limited to a well or cistern.
- E. The property owner shall have their 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.
- F. All exempt poultry abattoir operation shall be on a parcel of 20 acres or more under a single ownership. In addition, the applicant shall meet all other requirements of this section.
- G. Limitations on structures for an exempt poultry abattoir operation. There shall be no more than one structure for the use as a poultry abattoir on the property.
- H. Site plan required. Each application for a exempt poultry abattoir shall be accompanied by a site plan of the entire parcel with location of proposed facility drawn to scale and in sufficient detail to show that the proposed abattoir operation meets all applicable setback requirements of this section and showing the direction and distances

to nearest residences, adjacent zoning districts, platted residential subdivisions, rural service areas, mobile home parks, public schools, recreation areas, wells, springs and water intakes listed under other required setbacks.

I. Filing of nutrient management form. An exempt poultry abattoir property owner shall file with the Zoning Administrator a nutrient management form containing the following information, prior to obtaining a certificate of zoning and/or a building/agricultural permit:

- (1) Number of poultry to be raised per year.
- (2) Estimated number of cubic yards of poultry waste to be generated annually.
- (3) Cubic yards of poultry waste to be stored and composted on the operation's premises annually.
- (4) Description of method of composting and identify the location of the poultry waste and wastewater by-product where this is stored.

J. Plan for nutrient storage site.

- (1) An application for an exempt poultry abattoir operation shall contain a plan for the nutrient storage site which shall satisfactorily demonstrate that the nutrient storage site:
 - (a) Is not located in a stormwater drainage area.
 - (b) The location is shown on the site plan.
 - (c) Does not encroach on the property's septic system.
 - (d) Has sufficient capacity to accommodate 100% of the waste produced by the operation on the parcel during the time in which slaughtering occurs.
 - (e) Is located on the same parcel as the facility to which it is an accessory use.
 - (f) Shall not be stored within five hundred feet of a neighboring residential dwellings, excluding any residence owned by the applicant. Dead fowl or birds shall be removed according to best nutrient management practices.
- (2) There shall be three copies of the plan submitted to the Zoning Administrator. The Zoning Administrator will forward two of those copies to the Lord Fairfax Soil and Water Conservation District and the Virginia Tech Cooperative Extension Animal Science agent to review the proposed plan for nutrient storage within 30 days. Upon review and approval of the plan, a certificate of zoning will be issued for the operation.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**



WARREN COUNTY
Zoning Ordinance - Text Amendment

Application Number: 22022-03-02
Date Received: 3/31/2022
Fee Amount: \$ 250.00

Applicant:

Justin Sager
Name

1140 Ashby Station Road
Address

Front Royal
City

VA
State

22630
Zip

540-514-4085
Primary Contact Number

Maneu Sager

Zoning Text Amendment(s) Requested:

A. Sections to be amendment: 180-8, 180-22, 180-45.2

B. Requested changes to the ordinance: Poultry processing/abattoir -
small scale

Office Use Only:

C. Authorized for advertisement: _____

D. Public hearing date: _____

E. Planning Commission approval/denial date: _____

F. Board of Supervisors authorized for advertisement: _____

G. Board of Supervisors public hearing date: _____

H. Board of Supervisors approval/denial date: _____

|| FLO-RAY FARM

1140 Ashby Station Road

Front Royal, VA 22630

OVERVIEW

1. Project Background and Description

We are a small family farm located in Warren County, VA. We are passionate about sustainable farming, stewarding the land and raising animals they way they were intended to be raised. Our focus on pastured poultry.

2. Project Scope

We plan on raising our poultry on pasture in 10'X12' Salatin style "chicken tractors" or broiler shelters (plans attached) from March to October. Poultry would be butchered on site by our family with our own equipment with basic sanitary standards. Equipment pulled out the day of processing and put away after completion. All packaged poultry would be labeled properly with the farm name, address, required food handling warnings and the "Exempt Public Law 90-492" required by the office of meat and poultry. Poultry to be sold direct to the consumer as well as other farms and a large portion is for our families own personal use.

3. Project Scale

No more than 1000 birds throughout the season, allowing us to fall under the 1,000 limit exemption from the Department of Agriculture and Consumer Services office of Meat and Poultry.

4. USDA Inspection/Exemptions

Under the USDA poultry exemption, we would be exempt from and inspection under the 1,000-limit exemption. (Exemption letter attached)

5. Affected Parties

I believe this business venture will have little to no affect on any adjoining properties, if anything it will allow people a place to get good quality chicken raised and processed humanely. The process of which we are doing this is the same whether we raise 25 birds for ourselves or 1000 birds for ourselves and others.

6. Description of Property

We are on 89 acres in the Rockland district zoned for agriculture. We would raise and process the birds in our own pastures 100 feet from any dwelling or property line. Processing done with our own equipment on a concrete slab on our property. See attached plat maps for general outline of locations.

7. Disposal of Waste

There would be minimal disposal of waste as we utilize as much of the bird as possible but what minimal waste there is i.e blood, innards, feathers and heads would be composted in a compost pile also on our property which will be added to other organic material such as grass clippings, leaves, etc. to break down and become soil for our gardens. Location of compost pile also attached.

Benefits of this method of raising poultry:

- Moving the poultry everyday over an area allows the manure to be evenly distributed and break down before the shelter is ever back on the same location allowing the pasture to not only rest but giving it beneficial nutrients to allow it to thrive.
- The even distribution of the manure allows little to no smell.
- Chickens can have access to fresh pasture without being completely 'free range' which leaves them vulnerable to predators and other threats. Which ultimately leads to a better-quality finished product.
- Processing of poultry is a relatively small-scale job and requires little to no equipment allowing us to pull out what we need the day of and put it away after completion.



COMMONWEALTH of VIRGINIA

Joseph Guthrie
Commissioner

Department of Agriculture and Consumer Services

Division of Animal & Food Industry Services

Office of Meat & Poultry Services

PO Box 1163, Richmond, Virginia 23218

Phone: 804/786-4569 • Fax: 804/371-7792 • Hearing Impaired: 800/828-1120

www.vdacs.virginia.gov

February 23, 2022

Justin Sager
1140 Ashby Station Rd
Front Royal, VA 22630

Dear Mr. Sager:

The Virginia Office of Meat and Poultry Services recognizes your participation in the "Less Than 1,000 Bird Exemption" detailed in The Code of Federal Regulations; Chapter 9; Section 381.10C.

You are expected to produce a healthy bird, slaughter and process each bird using basic sanitary standards. Packaged birds must be labeled with the following information: Name of farm or business, address, the statement "Exempt Public Law 90-492" and the safe handling label for uninspected birds. Your birds can only be sold in Virginia.

If you exceed 1,000 birds processed in a year you will need to apply for a 20,000 bird exemption permit. Processing over 20,000 birds per year requires inspection.

If you have any questions feel free to contact our office at (804) 786-4569.

Sincerely,

Susan R. Skelton

Susan R. Skelton
Program Support Technician Senior

Enclosure(s): Pages 9, 23 & 24 of USDA document: Guidance for Determining Whether a Poultry slaughter or Processing Operation is Exempt from Inspection Requirements of the Poultry Products Inspection Act.

Safe Handling Instructions example (label)

Warren County, VA
Wednesday, February 9, 2022

Chapter 180. Zoning

Article V. Supplementary Regulations

§ 180-43.1. Confined feeding operations.

[Added 9-19-1995]

- A. Statement of intent. This section describes regulations for confined feeding operations which are permitted by right in the Agricultural District.
- B. Definitions. As used in this section, the following terms shall have the meanings indicated:

CONFINED FEEDING OPERATION

A structure for the exclusive occupancy of livestock or poultry which are not permitted to graze, roam or exercise outside of the structure. Within this definition are poultry houses, hog houses, hog lots and similar operations, as well as all accessory uses and/or structures pertinent to the feeding operation including feed storage bins, litter storage sites, incinerators, disposal pits and cold storage chests.

LIVESTOCK

Animals raised for use, profit or enjoyment, including horses, ponies, buffalo, cattle, sheep, goats, hogs and other similar domesticated animals related to agricultural pursuits.

NUTRIENT

Livestock and/or poultry excrement, litter and/or waste.

POULTRY

Includes all domestic fowl and game birds raised in captivity.

RECREATIONAL POND OR LAKE

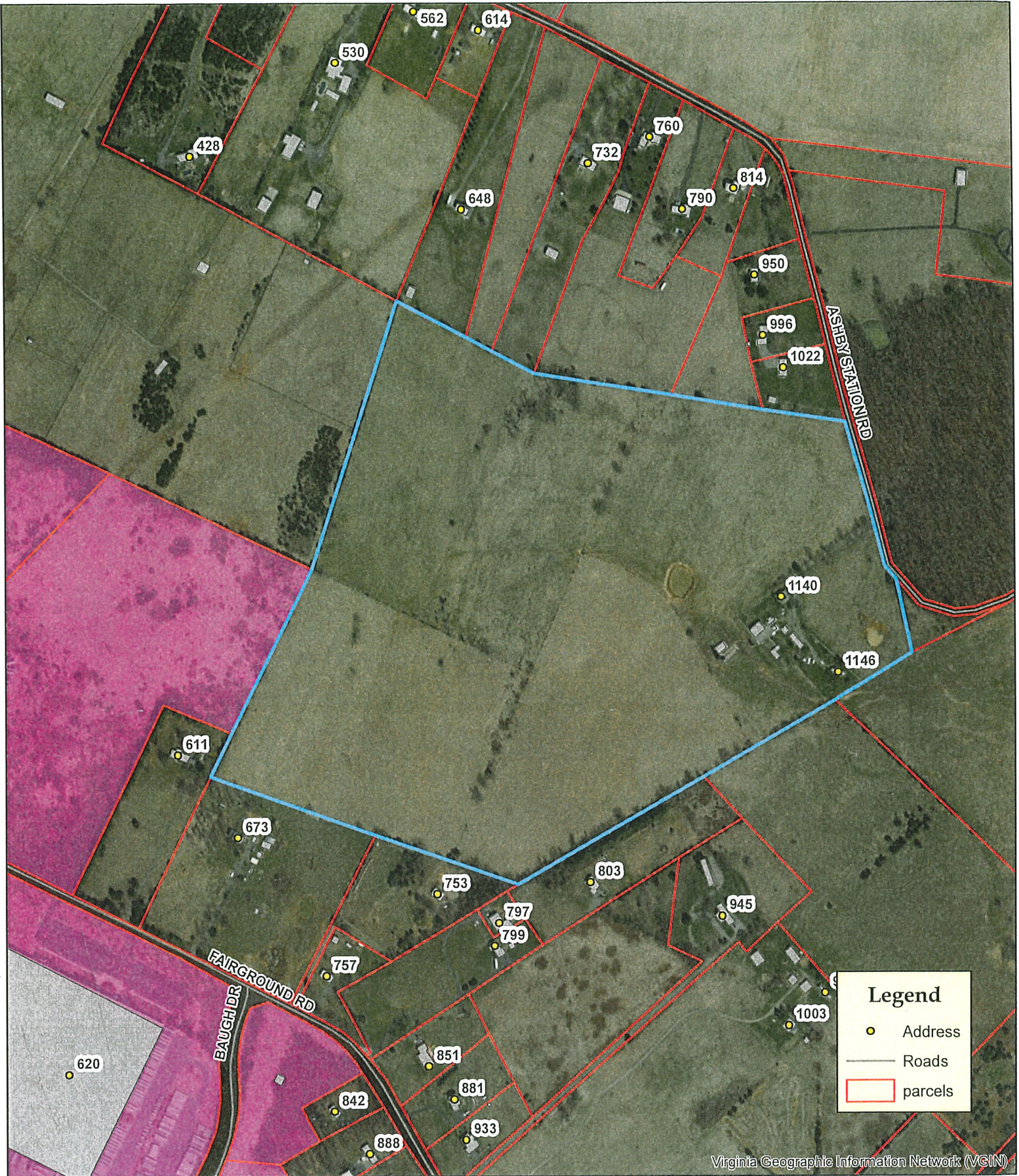
Any pond or lake which is used for fishing, boating, swimming or any other recreational activity.

- C. Every confined feeding operation initiated after the enactment of this section (September 19, 1995) shall be located no closer than:
 - (1) Six hundred feet to any structure designed to be occupied as a residence, excluding any residence owned by the applicant desiring to establish a confined feeding operation.
 - (2)

Six hundred feet to any residential zoning district, school, church, community center or commercial business establishment or industry or any other structure designed for public occupancy.

- (3) One thousand feet to any boundary of a town within the County.
 - (4) One hundred feet to any adjacent property where existing agricultural operations are being pursued.
 - (5) Two hundred feet to any primary highway, secondary highway, roadway or other right-of-way for passage.
 - (6) Three hundred feet to any recreational pond, lake, river, creek, spring, reservoir or any public or private water supply system, including but not limited to wells or cisterns.
- D. All confined feeding operations shall be built on a parcel or adjoining and contiguous parcels of 10 acres or more under a single ownership. In addition thereto, the applicant shall meet all other requirements of this section.
- E. Limitations on number of confined feeding operations. No more than three confined feeding operations, as defined in this section, built on a parcel or adjoining parcels under a single ownership, shall be constructed within a period of one year. For the purpose of this section and for the purpose of not circumventing the intent of this section, any member of a family living in the same household or of a firm, corporation, partnership or other business entity who has a substantial financial interest in such shall not be allowed to construct more than three confined feeding operations within any one-year period.
- F. Plat required. Each application for a confined feeding operation shall be accompanied by a plat of the entire parcel with location of proposed facility drawn to scale and in sufficient detail to show that the proposed confined feeding operation meets all applicable setback requirements of this section and showing the direction and distances to nearest residences, adjacent zoning districts, platted residential subdivisions, rural service areas, mobile home parks, public schools, recreation areas, wells, springs and water intakes listed under other setbacks.
- G. Filing of nutrient management form. A confined feeding operation shall file with the Zoning Administrator a nutrient management form containing the following information, prior to obtaining a certificate of zoning and/or a building/agricultural permit:
- (1) Number of animals or poultry to be raised per year.
 - (2) Number of tons of animal or poultry waste to be generated.
 - (3) Number of tons of animal or poultry waste to be removed from the confined feeding operation premises to areas outside of the County of Warren.
 - (4) Description of use of animal or poultry waste in the County of Warren, Virginia, including number of tons of waste to be applied to number of acres of land.
- H. Plan for nutrient storage site.
- (1) An application for a confined feeding operation shall contain a plan for the nutrient storage site which shall satisfactorily demonstrate that the nutrient storage site:
 - (a) Is located on an impermeable base.

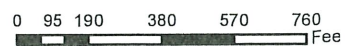
- (b) Is out of all drainageways.
 - (c) Is protected from the elements.
 - (d) Has sufficient capacity to accommodate 100% of the waste produced by the operation on the parcel during the time in which the maximum number of cleanouts of such facilities may occur.
 - (e) Is located on the same parcel as the facility to which it is an accessory use.
 - (f) Meets the setback requirements of this chapter.
 - (g) Is protected from the elements.
- (2) There shall be two copies of the plan submitted to the Zoning Administrator. The Zoning Administrator will forward one of those copies to the Lord Fairfax Soil and Water Conservation District or the United States Department of Soil Conservation to review the proposed plan for nutrient storage. Upon review and approval of the plan, a certificate of zoning will be issued for the confined feeding operation.
- I. Waste shall not be stored closer to homes (other than the owner's) than the setback requirement of 600 feet. Dead birds or animals shall be removed from the waste according to all applicable laws and regulations prior to storage.



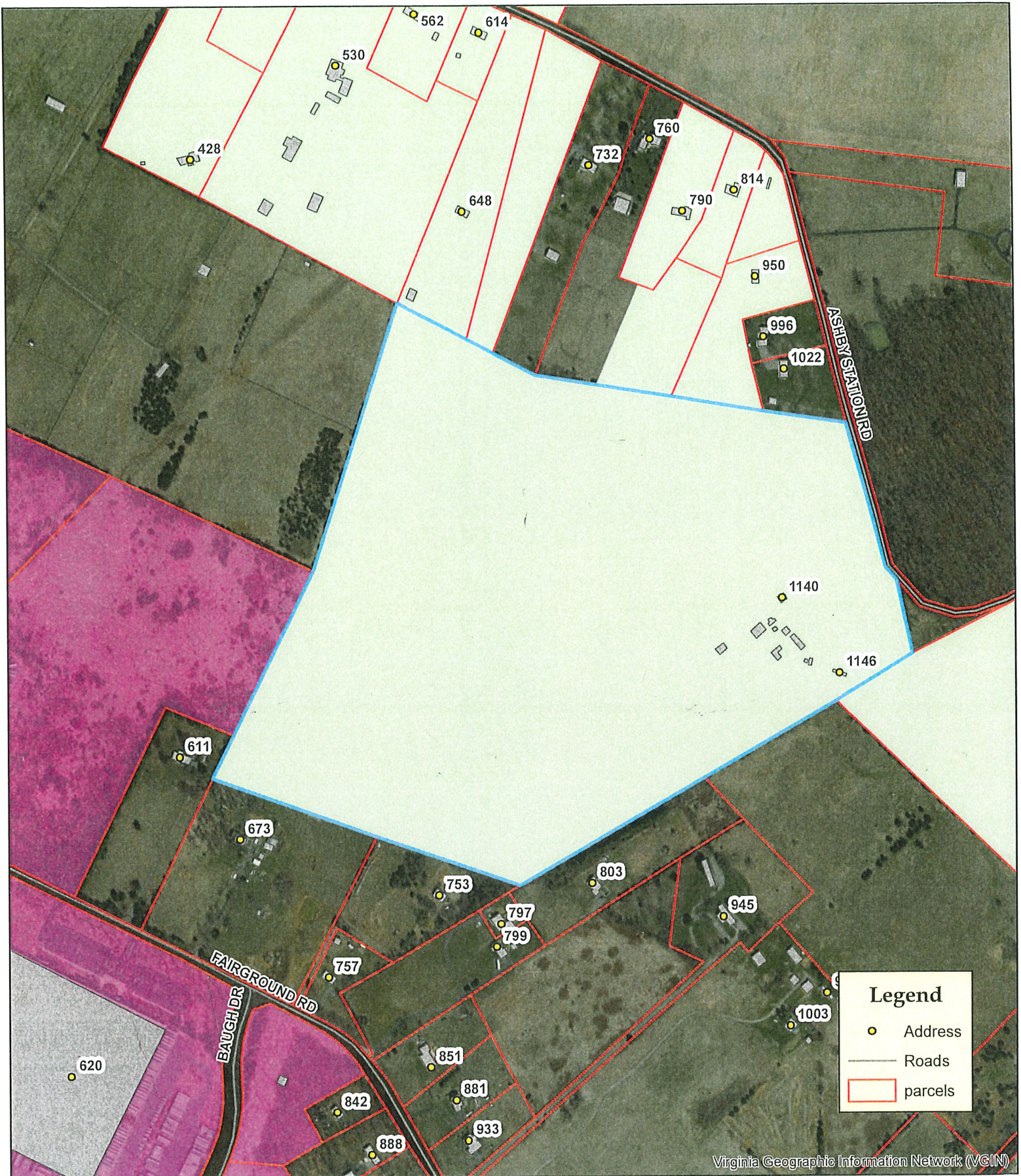
Earl Braden Sager III Property
1140 Ashby Station Rd., Front Royal
TM#5---8_ Acreage = 89 A
Zoning = Agricultural (A)



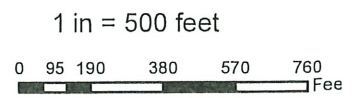
1 in = 500 feet



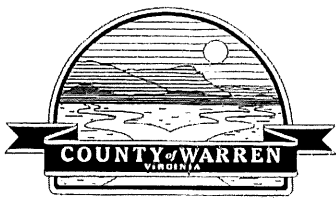
Permits maintained by Warren County GIS. While data is continuously updated from surveyed plots, this data is for representational purposes only and accuracy reflected in not that of a professional survey. The County does not warrant the accuracy thereof, all data and maps are accepted and used with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



Earl Braden Sager III & Sherry Lynn Property
1140 Ashby Station Rd., Front Royal
TM#5---8_ Acreage = 89 A
Zoning = Agricultural (A)
Rockland Ag-Forestal



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



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	N-7	Conditional Use Permit #2022-03-06 Patricia A. Brown <i>Private Use Camping (Non-Commercial)</i>
<u>EXPLANATION & SUMMARY:</u> 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, May 11, 2022, 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 3-1.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that the following conditions should be applied:

1. The applicant shall comply with all Warren County Health Department regulations and requirements.
2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.
3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.
4. The accessory building shall meet all requirements of the Residential-One Zoning District and the Floodplain Overlay District.
5. The use of major recreational vehicles for private use camping on the property shall be prohibited.
6. The applicant shall be limited to no more than four organized noncommercial camping events for local community groups per calendar year, provided that no event exceeds three days in duration. The applicant shall notify Planning Department staff prior to any organized noncommercial camping event. The property boundaries shall be clearly marked throughout the duration of each organized noncommercial camping event.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Patricia Brown for Private Use Camping with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Patricia Brown for Private Use Camping.

SUBMITTED BY: Chase Lenz, Zoning Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (Describe)	PROCESSED BY:
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Conditional Use Permit: 2022-03-06 / Private Use Camping

Patricia A. Brown, Current Owner/Applicant

Prepared: February 25, 2022

Staff Contact: Chase Lenz, Zoning Administrator

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for private use camping on a vacant lot in the Massanutten View subdivision, a portion of which is located in the Special Flood Hazard Area (SFHA). Ms. Brown purchased the property in April 1996 and her son's family owns and lives at the adjacent property. She would like for her family to be able to use the property for camping and recreational activities on the weekends during the summer and fall seasons. Her family is involved with local Cub Scouts, Boy Scouts, and American Heritage Girls troops and she would like to be able to host a non-commercial weekend camp on the property twice per year.

Approval of the conditional use permit would also bring the existing shed on the property into compliance with the Warren County Code §180-31D(4). For a vacant lot in the Residential-One Zoning District located in the SFHA, an approved conditional use permit for private use camping allows for an accessory structure used solely for the storage of property maintenance and recreation equipment to be located on the lot without a single-family dwelling. The conditional use permit would allow the applicant to park and use up to two recreational vehicles or campers on the lot for up to 180 consecutive calendar days.

PROPERTY INFORMATION

Property Location: Misty Meadow Lane

Tax Map ID: 41A-----14

Magisterial District: South River

Subdivision: Massanutten View
(Recreational)

City: Bentonville

Zoning: Residential-One (R-1)

Acres: 2.66 Acres

Existing Land Use: Vacant Lot

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

South: Agricultural (A), Shenandoah River

East: Residential-One (R-1)

West: Residential-One (R-1)

Use: Forest and Pasture with Single-Family Dwelling

Use: Forest, Shenandoah River

Use: Single-Family Dwelling

Use: Single-Family Dwelling

PROPERTY HISTORY

This property has not had any previous conditional use permits issued for uses in the Residential-One zoning district. During the most recent Community Assistance Visit with FEMA staff in March of 2019, an unpermitted shed within the SFHA was observed on the subject property during a review of the floodplain in the area. The property owner resolved the violation of the Floodplain Overlay District permit requirement by moving the shed out of the floodplain. Ms. Brown worked with Mr. Wendling, the County Floodplain Manager, to demonstrate the shed was moved out of the floodplain.

In October of 2021, Planning staff received a complaint regarding an accessory building on the subject vacant lot. The Warren County Zoning Ordinance prohibits the construction of an accessory building on any zoning lot more than six months prior to the beginning of construction of the principal building. The only exception to this provision applicable to the subject property requires a principal use for private use camping to be established by conditional use permit for an accessory structure located on the property. At the time the shed was determined to be compliant with the Floodplain Overlay District Ordinance, Planning staff was not aware the shed was located on the vacant lot. Upon confirming the location of the shed on the subject vacant lot, a Notice of Violation (NOV) was issued to the property owner in November of 2021. Ms. Brown contacted the Planning Department upon receipt of the NOV to discuss her options for bringing the property into compliance. After discussing the options and desired use of the property with her family, she submitted the conditional use permit application for private use camping to establish the recreational principal use for the lot to allow the shed to remain in its current location.

Only one conditional use permit application for private use camping has been processed by the Planning Department for a property in the Massanutten View Subdivision, but the application was withdrawn by the applicant for personal reasons after the Planning Commission unanimously voted on a recommendation of denial but prior to the public hearing before the Board of Supervisors. Reasons for recommending denial discussed by the Planning Commission included concerns that use of a vacant lot for camping in a nearly fully developed residential neighborhood did not fit and approval of the use may set a precedent for approval of future conditional use permit applications for private use camping in the neighborhood with the potential for negatively affecting neighboring property values. Massanutten View includes a total of 25 lots, of which 19 are developed with a single-family dwelling and 6 lots remain vacant. There are currently no approved conditional use permits for private use camping in the Massanutten View Subdivision.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for residential land uses. Private Use (Non-commercial) Camping is a use allowed by conditional use permit in the Residential-One (R-1) zoning district and is compatible with the current Warren County Zoning Ordinance.

RECOMMENDED CONDITIONS

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

1. The applicant shall comply with all Warren County Health Department regulations and requirements.
2. Materials associated with the campers are to be stored in a neat and orderly fashion during the time of use and are to be removed from the site when not in use.
3. The applicant shall post the property with a lot/parcel number for Fire and Emergency Rescue Services and have an emergency egress plan for removal of the recreational vehicles and portable commode prior to a predicted flood event.
4. The accessory building shall meet all requirements of the Residential-One Zoning District and the Floodplain Overlay District.
5. The use of major recreational vehicles for private use camping on the property shall be prohibited.
6. The applicant shall be limited to no more than four organized noncommercial camping events for local community groups per calendar year, provided that no event exceeds three days in duration. The applicant shall notify Planning Department staff prior to any organized noncommercial camping event. The property boundaries shall be clearly marked throughout the duration of each organized noncommercial camping event.

Cc: Patricia A. Brown – *Owner/Applicant*

February 18, 2022

Warren County, zoning

Attn: Chase Long

I have submitted an application to your office
for a shed that is on my property.
y.

Shed in question is used for storing lawn
family and scout camping equipment only.

The camping equipment is used by the family
during the summer and fall weekends. Cub Scouts,
Boy Scouts and American Heritage Girls use it twice a
year for a weekend camp.

Should you have any further concerns or questions
please feel free to contact me at 703-591-5603.

Thank you

Sincerely,

Patricia A Brown

Owner of Lot 14

Misty Meadows Lane

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-03-06

Date Received: 2-16-2022

Fee Amount: \$ 200

Date Paid: 2-16-2022 (ck# 648)

Applicant Information:

Patricia A. Brown
Applicant Name

10701 Maple Street Fairfax VA 22030
Address City State Zip

Lot 14
Property Location for conditional use permit if Different than Applicant's Address

703-591-5603
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: Lot 14
- (2) Election District: _____
- (3) Tax Map Number: 41 A 14
- (4) Subdivision Name: Massanutten View
- (5) Total Area of Property (acres): 2.66 acres
- (6) Total Area to be Used (acres): _____
- (7) Total Road Frontage (feet): _____
- (8) Depth of Property (feet): _____
- (9) Present Zoning: R1

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Storage for Lawn + Cooking Equip
- (2) Current land use and condition of site: Family Outings
- (3) Zoning of surrounding land/property: R-1
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: N/A
- (6) Season, days, and hours of operation: N/A
- (7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No
- (9) Number of full time employees: N/A
- (10) What type of sewage disposal system will be used? ☐ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: _____
- (12) Number of parking spaces to be provided: Regular _____ Handicap _____
- (13) What is the proposed landscaping and buffering for this property? _____

C. Plans Prepared By

Name: Patricia A. Brown

Address: 10701 Maple St. Fairfax, VA, 22030

Telephone Number: 703-591-5603

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?)
There will be no adverse impacted on the property. This storage unit was moved from lot 13 to 14. Was moved out of the flood plain. Unit was to replace older unit to store lawn and cooking items for both family and Scout outings

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) N/A
- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) N/A
- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. N/A
- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) N/A
- (6) What will be the impact on traffic? N/A
- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. N/A

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

☐ **An application fee of \$500.00.**

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 1/2 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 304 S to BENTONVILLE. Turn Right on Rt 629. Turn right at the
stop sign Rt 628. Turn LEFT on Rt 629. At the river turn right
on Misty Meadow Lane. Lot 14 is before 804 Misty Meadow.

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.

Patricia A Brown
Applicant Signature

2/17/22
Date

Patricia A Brown
Property Owner Signature

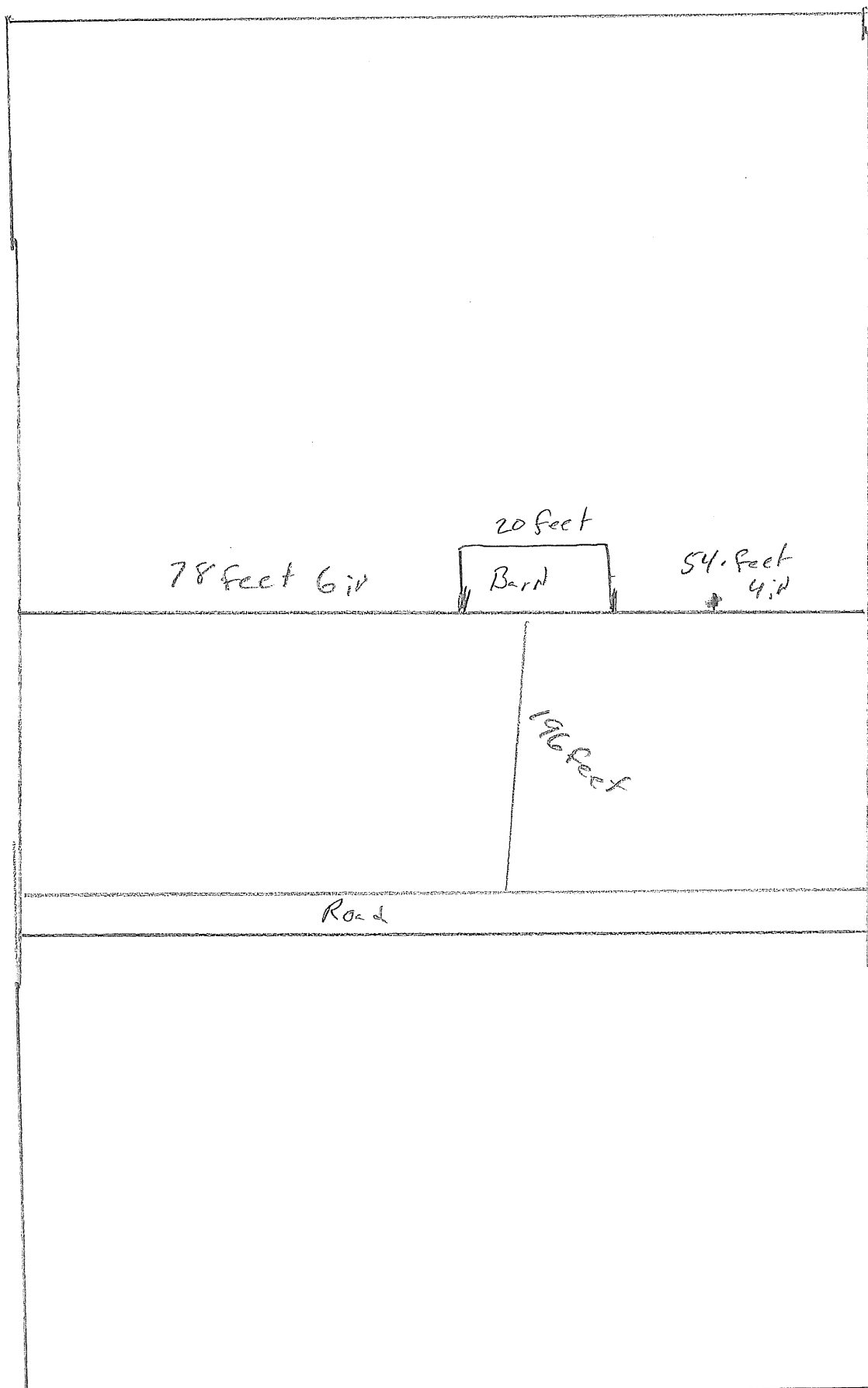
2/17/22
Date

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



Conditional Use Permit Brown's Lot 14

Sarah Fitzwater <fitzwaterxyz@gmail.com>

Tue 4/12/2022 4:37 AM

To: Chase Lenz <clenz@Warrencountyva.net>

Good morning,

I am sending you this email to show my support for the conditional use permit for Lot 14 on Misty Meadow Lane in Bentonville, VA owned by the Browns.

I am a long time resident in this community and have no problem with the Browns using their lot for family or Boy Scouts camping there. In fact this would be a safe place for them to do that.

Please approve all that needs to be done to allow for the permit for their vacant lot.

Sincerely,
Sarah W. Fitzwater

938 Misty Meadow Lane
Bentonville, VA 22610

Sent from my iPhone

Misty Meadow lane permit

Barbara Sando <barb82sando@gmail.com>

Sun 4/10/2022 1:46 AM

To: Chase Lenz <clenz@Warrencountyva.net>

I hope this isn't too late to be considered for the hearing on Wednesday. I am sorry it is late but I am out of town.

I own a property on Misty Meadow 6 lots from the Brown's property. While I do not object to them having occasional camp outs for Scouts and family, I do not want to put up with the noise generated by campers late at night on a frequent basis. Scouts twice a year and family/friends another 2 or 3 times is acceptable. But having campers partying in the meadow is disruptive and I do not want to see it on a regular basis.

I also object to recreational vehicles parked in the meadow or being used as temporary homes on the lots. The noise and fumes destroy the tranquility of the river area.

Thanks,
Barbara Sando
Sent from my Iphone

Patrica Browne Conditional Use Permit to Camp

bentonva@aol.com <bentonva@aol.com>

Sun 4/10/2022 3:31 PM

To: planning <planning@warrencountyva.net>; Chase Lenz <clenz@Warrencountyva.net>

 2 attachments (5 MB)

IMG_0319.jpeg; IMG_0318.jpeg;

RE: Patricia Browne Conditional Use Permit for private use camping request, 0 Misty Meadow Lane, Bentonville, VA

Dear Planning Commission,

Massanutten View Subdivision is a private community with restrictive covenants (attached). Patricia Browne's property is in violation of both our Restrictive Covenants and Warren County Regulations. I will provide some history to help understand our position and why we are urging you to not grant a permit to camp or have a shed with up to two campers on the lot.

Patricia Brown at one time had two trailers on her vacant lot next to us that were in violation of County laws and our Covenants. (It was an eyesore to say the least). When the son moved away with his trailer and her trailer was damaged in a storm and hauled away, an email and certified letter were sent (which they refused to sign.) Our letter asked them not to go to the expense of replacing the trailers as it was against the Covenants....and come to find out County Regulations as well! Later a sea container appeared and then the shed from her son's property. It was getting out of hand again. Enough! There were 3 lots recently sold and Patricia Browne's lot is giving the impression that it's okay to have sheds, etc. on raw lots. Breaking the rules should not be rewarded. I was counting on the County to remove the shed before they could apply for an Application for a Conditional use Permit. It was her son's duck shed that had no permit for it, and it was placed on her lot. She had County Regulations and Restrictive Ordinances to consider before allowing that to happen. Let her son deal with his shed. And it's sending the message, and perhaps setting precedent, that placing a structure on a vacant lot (in violation of County codes) and then applying for a Permit to camp afterwards is a fast track way to getting approval to have a shed and trailers.

I spoke with the past and present HOA President and they had not received complaints from anyone regarding camping on any lots in this community. I would imagine if someone called a complaint in to the County there would be a record of it. I can only surmise they are applying for a camping permit in order to keep the shed and have campers on their undeveloped lot. We bit our tongues when their campouts got out of hand as well as when their lot had two trailers on it. We are concerned that the camping would increase as well as traffic on our Lane if a permit was granted. They have not been considerate neighbors in the past and we don't see that changing. We moved into a residential neighborhood with single-family homes and no trailers. We believe trailers, shed, and camping would bring down the value of our home. We suggest they find a lot in

a zoned area that allows camping, trailers, and outhouses. Or, they could camp at Guest Park which is 5 miles up the road. The Scouts have many camping resources as well. They could certainly build a house and have a shed.

I have attached the Restrictive Covenants. Please noted 2, 4, 10

(2) Improvements placed upon any lot must have a fair market value to, or greater then, the cost of the lot on which the improvement is placed, exclusive of septic tank and wells.

(4) No lot nor any portion thereof may be used or occupied for any purposes other than a single-family dwelling.

(10) No outhouse or latrine shall be maintained on any lot.

It's important to read the entire Covenants in order. I've heard the case made that (6) be treated as a separate clause which would allow raw lots to store their tents, trailers, sheds, etc. which is ridiculous. It's referring to lots with dwellings.

The last application for a conditional use for building a shed and having camping on a vacant lot was denied by the Planning Commission unanimously. The concerns they cited are still applicable. They had concerns that a nearly fully developed residential neighborhood did not fit and approval of the use may set precedent for approval of future conditional use permit applications for private use camping in the neighborhood with the potential for negatively affecting neighboring property values. Massanutten View includes a total of 25 lots, of which 19 are developed with a single-family dwelling and 6 lots remain vacant.

We respectfully request that you deny this Conditional Use Permit for camping, shed, and trailers.

Danny and Eloise Hoke, Lot 15

Sent from the all new AOL app for iOS

RE: Request for Comments - CUP 2022-03-06

jeffbrowne00@gmail.com <jeffbrowne00@gmail.com>

Thu 4/7/2022 2:38 PM

To: Chase Lenz <clenz@Warrencountyva.net>

Cc: 'Ellen Mason' <pemason512@gmail.com>; Kimberly Torbert <kbstorbert@gmail.com>; 'Jennifer Brown' <Jenniferschwarz_9@msn.com>

The Massanutten View Homeowners Association just elected a new Board and we had our first meeting over the weekend. The new Board has not had the chance to canvas homeowners about their views on this subject, so we are not taking a position on the permit.

We sent out a request for comment yesterday and have heard back from a few homeowners. Everyone supported primitive camping for scouts. One person was concerned about the storage shed on the lot. Two people were concerned about recreational vehicles on the lot. One person was concerned about noise if there were frequent campouts during the summer.

I addressed the recreational vehicle issue and the noise issue with Jennifer Brown, daughter-in-law of Patty Brown who owns the lot where the conditional permit is being requested. They don't plan to buy any recreational vehicles and intend to use the shed on the property to store camping gear and lawn mowers. The shed is well off the road and partially obscured by trees. The normal place for campsites on the lot is close to the river which is 100+ yards from the nearest house. I'm unaware of any noise complaints from prior camping that was done on that lot. Jennifer Brown said they want to comply with the County regulation and don't intend to expand the amount of camping done on the lot.

I have attached the HOA's covenants and bylaws.

Jeff Browne
President, Massanutten View Homeowners Association
703-946-3789

The above described and conveyed lot or parcel of real estate is a small portion of that certain larger tract or parcel of real estate conveyed to John L. Maigret, Trustee, by deed from Virgil E. Lentz and Clarice M. Lentz, husband and wife, bearing date on the 8th day of September, 1969, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Deed Book 171, Page 171.

Said real estate is conveyed subject to all rights of ways and easements of record and as shown on the aforesaid plat and survey, if any.

Said real estate is further conveyed subject to that certain deed of trust executed by John L. Maigret, Trustee, to Hugh D. McCormick, et al., Trustees, bearing date on the 11th day of September, 1969, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Deed Book 171, Page 173, and which trust secures a note of indebtedness in the amount of \$34,080.00, payable to Virgil E. Lentz and Clarice M. Lentz, or order. Nevertheless, it is covenanted and agreed that at such time as the deferred purchase money deed of trust has been paid in full, then the real estate herein conveyed will be released simultaneously from the aforesaid trust lien as recorded in Deed Book 171, Page 173.

This conveyance is further made subject to the following protective covenants, which shall constitute covenants running with the land, to-wit:

(1) The lots of this subdivision shall not be used for commercial purposes.

(2) Improvements placed upon any lot must have a fair market value equal to, or greater than, the costs of the lot upon which the improvements are placed, exclusive of septic tank and wells.

6/17/2018

(3) The private 50-foot right of way road shown on the afore-said plat and survey of this subdivision is for the use of the property owners, their guests, heirs and assigns, only. Nevertheless, John L. Maigret, Trustee, has reserved the right and authority for himself, his heirs and assigns, to erect and maintain electric and telephone poles or facilities, conduits, equipment, sewer, gas or water lines along said right of way for the benefit of the lot owners in said subdivision. In addition, these same rights are hereby reserved for a strip of land fifteen (15) feet wide at any point along the side lines of any of said lots.

(4) No lot nor any portion thereof may be used or occupied for any purposes other than a single-family dwelling unit.

(5) No single-family dwelling unit shall have less than 480 square feet of ground floor interior living space. This shall not include basement, garage, porch or carport.

(6) No temporary structure, tent, trailer, shack, lean-to or other similar shelter may be erected in the Massanutten View Subdivision for living quarters for more than six consecutive days in any calendar year. Any construction commenced within the Massanutten View Subdivision shall be completed within six (6) months of its commencement.

(7) The use of trailers within the said subdivision is unauthorized, except for the use of temporary camping trailers in compliance with covenant #6.

(8) No advertising signs of any kind shall be erected on any lot or roadway in Massanutten View Subdivision.

(9) Each lot owner shall be liable for a pro-rata share of the upkeep and maintenance of any improved right of way in an amount equal to the ratio the acreage his lot bears to the acreage in the entire Massanutten View Subdivision.

(10) No outhouse or latrine shall be maintained on any lot.

(11) Grass, weeds or other growth other than trees, on any cleared portion of any lot shall not be allowed to grow to any height greater than 9 inches.

(12) No animals, livestock or poultry of any kind shall be raised or kept on any lot, except the usual and ordinary household pets and horses. Horses, however, must be kept in appropriate stables.

(13) Trash, garbage, and other waste material shall be kept in a sanitary container on the premises.

(14) No building shall be erected on any lot nearer than 35 feet to any lot line.

(15) Any owner of any lot may seek redress at law or in equity to enforce compliance with or enjoin violation of any of these covenants, and all costs of any proceedings, including attorney's fees, shall be paid by any lot owner held to have violated any one or more of these covenants, in addition to other costs or damages suffered or incurred by other lot owners.

(16) Lots Nos. 1 through 20 and Lots Nos. 24 through 26, of Massanutten View Subdivision, as shown on the plat and survey of same, as recorded in the aforesaid Clerk's Office in Deed Book 177, Page 605, are to be conveyed subject to these same covenants.

Reference is hereby made to the above mentioned deeds and records and to the references therein referred to for a more particular description of the real estate herein conveyed.

Reference is further made to that certain power of attorney executed by William O. Quade and Willie O. Quade, husband and wife, to John L. Maigret, dated 28 January, 1972, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Deed Book 189, Page 401, wherein authority was granted said Attorney-in-Fact to execute this deed on their behalf.

WITNESS the following signatures and seals.

John L. Maigret, Trustee (SEAL) ✓
John L. Maigret, Trustee

John L. Maigret (SEAL) ✓
John L. Maigret, in his own right

Nancy O. Maigret (SEAL) ✓
Nancy O. Maigret

James A. Maigret (SEAL) ✓
James A. Maigret

Maureen L. Maigret (SEAL) ✓
Maureen L. Maigret

William O. Quade (SEAL) ✓
William O. Quade

BY: John L. Maigret (SEAL) ✓
John L. Maigret, Attorney-in-Fact

Willie O. Quade (SEAL) ✓
Willie O. Maigret QUADE

BY: John L. Maigret (SEAL) ✓
John L. Maigret, Attorney-in-Fact

James E. Knapp (SEAL) ✓
James E. Knapp

Carol Knapp (SEAL) ✓
Carol Knapp

STATE OF VIRGINIA

COUNTY OF FAIRFAX, TO-WIT:

The foregoing instrument was acknowledged before me this 10 day of February, 1972, by John L. Maigret, Trustee, John L. Maigret, in his own right, and Nancy O. Maigret, his wife, by James A. Maigret and Maureen L. Maigret, husband and wife, by John L. Maigret, as Attorney-in-Fact for William O. Quade and Willie O. Quade, husband

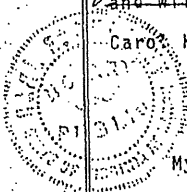
XXXXXX

XXXXXX

STATE OF VIRGINIA

COUNTY OF PRINCE GEORGE, TO-WIT:

The foregoing instrument was acknowledged before me ^{ON} ~~this~~
DATE SHOWN BY THEIR NAMES
day of February, 1972, by John L. Maigret, Trustee, and
John L. Maigret and Nancy O. Maigret, husband and wife; James A.
Maigret and Maureen L. Maigret, husband and wife; ~~William O. Quade~~
~~and Willie O. Quade~~, husband and wife, and James E. Knapp and
Caro Knapp, husband and wife, Grantors.



Carol E. Durling
Notary Public

My commission expires March 30, 1975

XXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

The foregoing instrument was acknowledged before me this
day of February, 1972, by William O. Quade and Willie
O. Quade, husband and wife.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

STATE OF FLORIDA

CITY/COUNTY OF Monroe, TO-WIT:

The foregoing instrument was acknowledged before me this 4th
day of February, 1972, by William O. Quade and Willie
O. Quade, husband and wife.

NOTARIAL SEAL

Ann R. White
Notary Public

My commission expires

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 29, 1974
BONDED THROUGH THE FLA. BAR ASSOCIATION

VIRGINIA: In the office of the Clerk of the Circuit Court of Warren County,
February 28, 1972 at 11:00 A.M. The foregoing instrument was this day
presented in said office and with certificate annexed, admitted to record.

Teste: Edward M. Mathews Clerk

BOOK 189 PAGE 251

FOR PLAT,
Book 189 Page 253

AGREEMENT

No. 375

Ex. 3-23-72

Md. 3-23-72

Dal. _____

John L. Maigret
5911 Standen St.
Springfield, Va.
22150

WE, THE UNDERSIGNED, for Valuable Consideration, do hereby covenant and agree that the access road as shown on the recorded plat and survey of Massanutten View Subdivision, located about one and one-half (1-1/2) miles West of the Village of Bentonville, on the North side of State Route 629, on the Shenandoah River, in South River Magisterial District, Warren County, Virginia, may be varied and re-located from the position as shown on the aforesaid Plat as may be reasonable necessary and required by the Developer.

Likewise, we do further covenant and agree that in exchange for the re-location of said road, the old easement and right-of-way as shown on said plat and survey, to the extent that it is re-located, is hereby released to the respective lot owners within said Subdivision.

WITNESS the following signatures and seals this 19th day of November, 1971.

Jan. 7, 1972 John L. Maigret Trustee (SEAL) ✓
John L. Maigret Trustee

Jan 7, 1972 John L. Maigret (SEAL) ✓
John L. Maigret

Jan 7, 1972 Nancy O. Maigret (SEAL) ✓
Nancy O. Maigret

Jan. 7, 1972 James A. Maigret (SEAL) ✓
James A. Maigret

Jan. 11, 1972 Maureen L. Maigret (SEAL) ✓
Maureen L. Maigret

William O. Quade (SEAL) ✓
William O. Quade

Willie O. Quade (SEAL) ✓
Willie O. Quade

Jan 8, 1972 James E. Knapp (SEAL) ✓
James E. Knapp

Jan 8, 1972 Carol Knapp (SEAL) ✓
Carol Knapp

BY-LAWS OF MASSANUTTEN VIEW SUB-DIVISION HOMEOWNERS ASSOCIATION

ARTICLE I NAME AND LOCATION

The name of the corporation is MASSANUTTEN VIEW SUB-DIVISION HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The location of the principal offices of the Association shall be as specified from time to time by the Board of Directors. Meetings of Members and Directors may be held at such places within Warren County, Virginia, as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to MASSANUTTEN VIEW SUB-DIVISION HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the executive body of the Association that is exercising the power of the Association by resolution or by-law.

Section 3. "Common Area" shall mean and refer to the fifty (50) foot right of way easement extending from the southern entrance of Massanutten View Sub-Division through the entirety of the sub-division for use as a roadway by the Members of the Association.

Section 4. "Declaration" shall mean and refer to the Restrictive Covenants To Run With The Land, applicable to the Properties as recorded among the land records of Warren County, Virginia.

Section 5. "Lot" shall mean and refer to any plot or parcel of land designated for separate Ownership on a recorded sub-division plat of the Properties as recorded among the land records of Warren County, Virginia.

Section 6. "Member" shall mean and refer to every Owner in good standing who holds Membership in the Association. [See also ARTICLE IV, *Section 7, Voting Rights.*]

Section 7. "Owner" shall mean and refer to the Owner of record, whether one or more persons, of the fee simple title to any Lot which is a part of the Properties as recorded among the land records of Warren County, Virginia. The term "Owner" shall also include a "developer," who for the purpose of this Declaration shall be defined as a builder, contractor, investor or any other person or entity who purchases a Lot in Massanutten View Sub-Division for the purpose of resale thereof to a private purchaser, or for the purpose of constructing improvements thereon for resale to a private purchaser. The term "Owner" shall not include any person or entity who holds an interest in any Lot as security for the performance of a legal obligation.

Section 8. "Properties" shall mean and refer to that certain real property designated as Massanutten View Sub-Division subjected to the Restrictive Covenants To Run With The Land as recorded among the land records of Warren County, Virginia.

Section 9. "Registered Agent" shall be defined as the Owner who initiated incorporation proceedings with the Virginia Corporation Commission under the provisions of the Property Owner's Association Act, Chapter 26, Virginia Code.

ARTICLE III BOARD OF DIRECTORS

Section 1: Number. The affairs of the Association shall be managed by a Board of not less than four (4) Directors, all of whom shall be Members in good standing of the Association. The Board of Directors shall function as officers of the Association, and shall include a President, a Vice President, a Treasurer, and a Secretary. Said officers shall perform those duties and carry out the responsibilities prescribed by the Articles of Incorporation and these By-Laws.

Section 2: Term. At each annual meeting the Members shall increase, decrease, or continue with a minimum of four (4) Directors by amending these By-Laws, if necessary, and elect the same to hold office until the close of the next annual meeting.

Section 3: Removal-Vacancies. Any Director or Directors may be removed from office for just cause [malfeasance in office] by a majority vote at a special meeting of the Members duly called for such purpose. For those Directors so removed from office, the Members present at such meeting shall immediately elect a successor, who shall serve out the remainder of the term of his/her predecessor. In the event of the death or resignation of a Director, the remaining Directors shall elect a successor, who shall serve for the remainder of the term of his/her predecessor.

Section 4: Compensation. No Director shall be compensated for any service rendered to the Association. This Section shall not be construed to prohibit the Board of Directors from authorizing payment to the Secretary for postage and copying of official Association correspondence.

ARTICLE IV MEETINGS OF MEMBERS

Section 1: Annual Meetings. The first annual meeting of the Members shall be held within one hundred and eighty (180) days from the date of incorporation of the Association at a date to be determined by the Registered Agent. Each subsequent regular annual meeting of the Members shall be held in the month of April on such day and at such hour as may be designated by the Board of Directors in the notice of the meeting.

Section 2: Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of any Member.

Section 3: Written Notice. Written notice of each meeting of the Members shall be given by the Secretary by mailing a copy of such notice at least twenty (20) days before such meeting to each Member(s) entitled to vote thereat.

Section 4: Quorum. Two-thirds (2/3) of the Members of the Association, whether in person or by written proxy, shall constitute a quorum for any action.

Section 5: Proxies. At all meetings of the Membership, Members may vote in person or by written proxy consistent with the provisions of Section 7 of this Article. All proxies shall be in writing and shall be filed with the Secretary before the meeting.

Section 6: Authority of Membership. The Members assembled in a duly called meeting shall have the final authority on any matter coming before the Membership for resolution.

Section 7: Voting Rights. On any question coming before a duly constituted meeting of the Members, one vote may be cast for each lot owned in whole or in part by one or more Members as recorded in the land records of Warren County Virginia. In no event shall more than one vote be cast with respect to any such Lot, and fractional votes shall not be accepted.

Section 8: Rules of Procedure. Robert's Rules of Order shall govern the conduct of meetings of the Members.

ARTICLE V MEETINGS OF DIRECTORS

Section 1: Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, at such place and time as may be fixed from time to time by resolution of the Board.

Section 2: Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, or by any two Directors, provided that not less than three (3) days' notice is given to each Director.

Section 3: Quorum. A majority of the number of Directors [three] shall constitute a quorum for the transaction of Association business. Every act or decision done or made by a majority of Directors at a duly held meeting at which a quorum is present shall be regarded as an act by the Board as a whole.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination. A Nominating Committee shall be appointed by the President, and shall present to the annual meeting of the Members nominations for election to the Board of Directors. Nominations from the floor shall also be received. The Nominating Committee may also recommend an increase in the number of Directors to be elected.

Section 2: Election. A vote by open ballot of the Members present, in person or by proxy, shall determine the number of Directors to be elected. Election to the Board of Directors shall be by secret written ballot. On any question coming before a duly constituted meeting of the Members, one vote may be cast by each Lot as set forth in ARTICLE IV, *Section 7, Voting Rights.*

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1: Powers. The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the Common Area.
- b. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, or the Declaration.
- c. Fix the amount of the annual assessment for maintenance of the common roadway against each Lot at least thirty (30) days in advance of each annual assessment period. The Board shall have the authority to assess up to two hundred dollars (\$200.00) annually for road repairs, depending on the condition of the roadway, without referral to the Membership.
- d. Enforce the obligation of each Member to pay to the Association annual assessments, which shall normally be due during April. Any assessment that is not paid when due shall be delinquent. If the assessment is not paid within ninety (90) days of the due date, the Board shall have the right to perfect a lien against the Owner (s), or take other appropriate legal action against said delinquent Owner(s) on behalf of the Association. In such event, reasonable attorney's fees and other costs expended in the matter shall be added to the assessment due from the delinquent Owner(s).
- e. Suspend the voting rights of any Member during any period in which such Member shall be in default of any assessment levied by the Association.

Section 2: Duties. It shall be the duty of the Board of Directors to:

- a. Faithfully carry out the mandates and resolutions of the Membership.
- b. Keep a complete record of all its acts and corporate affairs and to present a statement thereof annually to the Members at the annual meeting of the Membership.
- c. Send a written notice of each assessment to each Lot Owner at least thirty (30) days in advance of each annual assessment period.
- d. Maintain the common roadway for use by all Lot Owners. This shall include grading and placement of gravel on the roadway annually, or more frequently as required, as well as snow removal when necessary. The Board shall take whatever action is necessary to keep the roadway open and operable, to include removing vehicles left standing thereon at the appropriate Lot Owner's expense.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1: The President. The President shall preside at all meetings of the Board of Directors or the Membership; shall see that orders and resolutions of the Board or

Membership is duly carried out; and shall co-sign all checks. The President shall also file annual reports to the Virginia Corporation Commission as required by Section 13.1.775, Virginia Code.

Section 2: The Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, and shall perform such other duties as assigned by the Board or the Membership.

Section 3: The Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Membership; provide notice of meetings of the Board or the Membership, together with an agenda; keep current records reflecting the Membership of the Association, together with their current addresses; and shall perform such other duties as required by the Board.

Section 4: The Treasurer. The Treasurer shall receive and deposit in an appropriate bank account all moneys of the Association and shall disburse such funds as directed by a resolution of the Board of Directors or the Membership; shall co-sign all checks of the Association, and keep proper records of account; cause an annual audit of the Association books to be made by a disinterested Member; and shall prepare an annual statement of income and expenditures to be presented to the Membership at its regular annual meeting. The Treasurer shall also prepare IRS Form 1120H annually for signature by the President.

ARTICLE IX BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to and available for inspection by any Member.

ARTICLE X AMENDMENTS TO BY-LAWS

Section 1: Amendments. These By-Laws may be amended by two-thirds (2/3) of the Members at a regular or special meeting of the Membership. [See also ARTICLE IV, *Section 7, Voting Rights.*] Proposed amendments shall be filed with the Secretary at least thirty (30) days prior to any scheduled or requested special meeting of the Membership, and placed on the agenda for said meeting. Proposed amendments shall be furnished in writing to each Member not less than twenty (20) days prior to the meeting at which they will be voted on.

Section 2: Conflict Between By-Laws and Declaration. In the event of any conflict between these By-Laws and the Declaration, the Declaration shall govern.

CERTIFICATION

I, ELIZABETH T. MASSENGALE, being Secretary of the MASSANUTTEN VIEW SUB-DIVISION HOMEOWNERS ASSOCIATION, do hereby certify that the foregoing are the duly adopted By-Laws of the said Association, and in witness thereof have hereunto set my hand this twentieth day of March, 1996.

/s/ Elizabeth T. Massengale
ELIZABETH T. MASSENGALE

Secretary

AMENDMENTS TO ASSOCIATION BY-LAWS

At the meeting of May 21, 2000 a motion was made, seconded and passed to amend Section 2, Term, Article III, Board of Directors:

At designated meetings, the Members shall increase, decrease, or continue with a minimum of four (4) Directors by amending these Bylaws, if necessary, and elect the same to hold office for a period of two years.

During the June 5, 2004 annual meeting Subsection d of Section I: Powers of-
ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS was amended to include the following terms and conditions: *Further, any member who fails to pay the annual dues assessment by the FIRST DAY OF OCTOBER in any given year shall be required to pay a late payment fee of one hundred dollars (\$100.00) in addition to the annual assessment.*

AMENDMENTS TO ASSOCIATION BY-LAWS

At the meeting of May 21, 2000 a motion was made, seconded and passed to amend **ARTICLE III, BOARD OF DIRECTORS, Section 2: Term** as follows:

At designed meetings, the Members shall increase, decrease, or continue with a minimum of four (4) Directors by amending these bylaws, if necessary, and elect the same to hold office for a period of two years.

During the June 5, 2004 annual meeting a motion was made, seconded and passed to amend **ARTICLE VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 1, Powers, Subsection d** to include the following terms and conditions:

Further, any member who fails to pay the annual dues assessment by the FIRST DAY OF OCTOBER in any given year shall be required to pay a late payment fee of one hundred dollars (\$100.00) in addition to the annual assessment.

At the meeting of June 21, 2014 a motion was made, seconded and passed to amend **ARTICLE VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 1, Powers, Subsection c** as follows:

Fix the amount of the annual assessment for maintenance of the common roadway against each Lot at least thirty (30) days in advance of each annual assessment period. The Board shall have the authority to assess up to two hundred dollars (\$200.00) annually for road repairs, depending on the condition of the roadway, without referral to the Membership. **If authorized by the Board, the annual assessment shall be applied to all Lots in the Massanutten View Sub-Division with the exception of Lot 26. Lot 26, by the nature of it's location in the Sub-Division, does not benefit from the annual assessment and will therefore not be assessed on an annual basis. As a condition of being excluded from consideration for the annual assessment, Lot 26 will not be afforded voting rights for any HOA voting actions.**



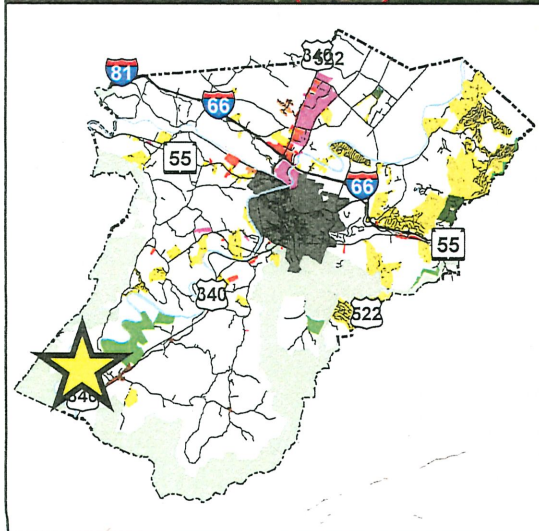
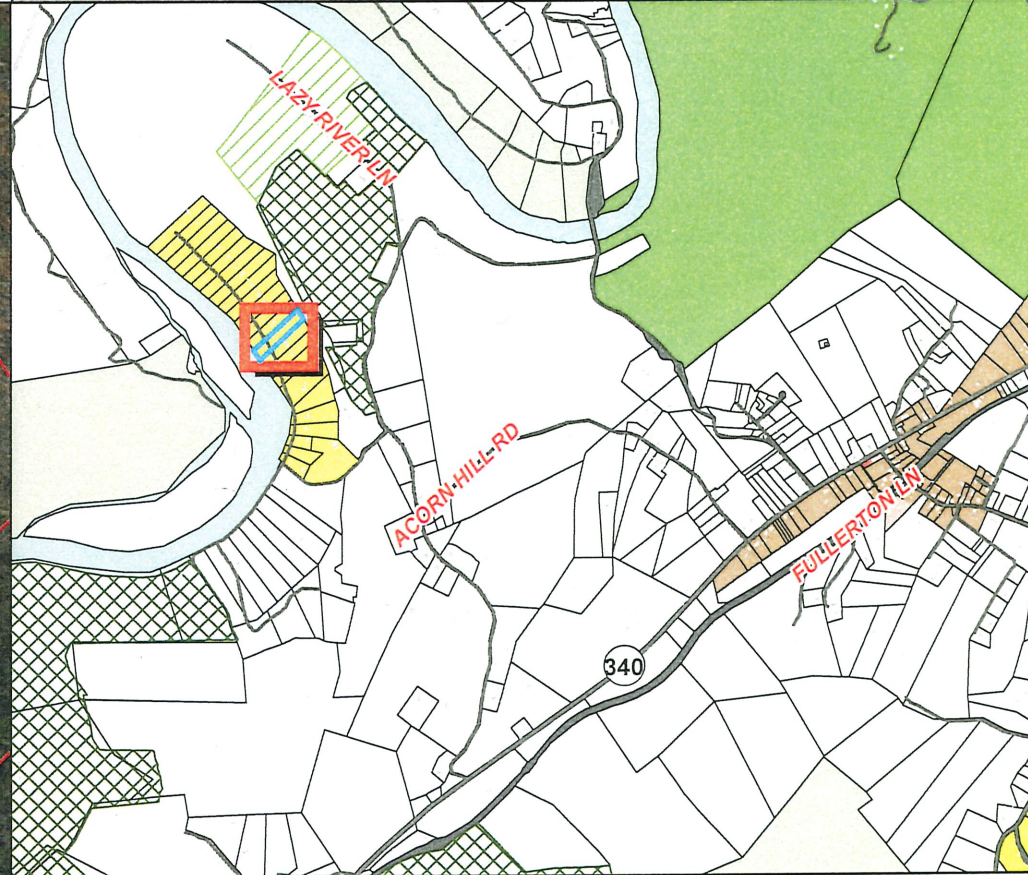
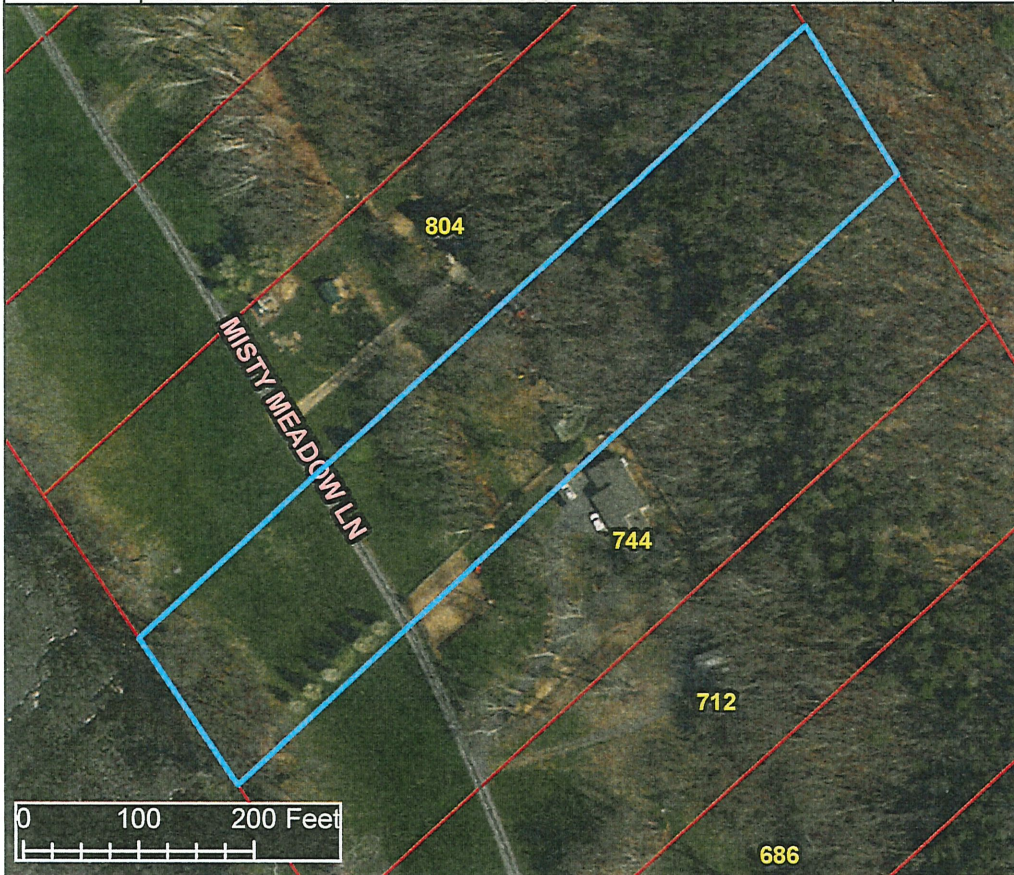
Varren County VA

CUP Location Map



Private Use Camping
Applicants: Charles Brown

41A-----14
Massanutten View Subdivision



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	N-8	Conditional Use Permit #2022-04-01 Phong Nguyen <i>Short-Term Tourist Rental</i>

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, May 11, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed five as determined according to the Health Department operation permit for a three-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. Outdoor burning and use of fireworks by guests shall be prohibited.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Phong Nguyen for a Short-Term Tourist Rental with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Phong Nguyen for a Short-Term Tourist Rental.

SUBMITTED BY: Chase Lenz, Zoning Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (Describe)	PROCESSED BY:
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Conditional Use Permit 2022-04-01: Short-Term Tourist Rental

Owner/Applicant: Phong Nguyen

Prepared: April 6, 2022

Staff Contact: Chase Lenz, Zoning Administrator

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 outside Warren County and plans manage the property in-house and to have the property cleaned in between reservations.

PROPERTY INFORMATION

Property Location: 571 Wilderness Road

Tax Map ID: 23A--320--50A

Magisterial District: Happy Creek

Subdivision: Skyland Estates

City: Linden

Zoning: Residential-One (R-1)

Acres: 0.551

Existing Land Use: Single-Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Residential-1 (R-1)

South: Residential-1 (R-1)

East: Residential-1 (R-1)

West: Residential-1 (R-1)

Use: Single-Family Dwelling, Wooded

Use: Vacant Lot

Use: Vacant Lot

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 dwelling was constructed in 2021 and the property does not have a record of any previous zoning violations.



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.

ATTACHMENTS

- ☐ Agency Comments
- ☐ Location Map

- ☐ Application
- ☐ Public Comments

- ☐ Health Permit
- ☐ Submitted Plans

- ☐ Letter from Applicant
- ☐ Other: _____

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. There is a Health Department operation permit on file approving a maximum of five (5) occupants for the dwelling. Warren County Assessment data lists three (3) bedrooms in the dwelling.
- 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 four 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; one of which contains a single-family dwelling. Most of the surrounding area is wooded land.
- 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. The Skyland Community Corporation submitted comments stating they do not currently support the approval of this application.
- 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 meet the setback requirement to adjacent single-family dwellings. The closest dwelling is 221' 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 five as determined according to the Health Department operation permit for a three-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.

Cc: Phong Nguyen – Owner/ Applicant

Statement of Justification

I and my wife have visited Shenandoah National Park multiple times, and we are in love with the beauty of Shenandoah Valley area and the kindness of local people we have interacted with. We want to use our place to share those experiences to other people who are coming from out of town. We plan to use the property as a second residence home as well as a short-term rental to offset mortgage and expenses partially. A plan of 4 to 6 months is for the short-term rental, which is depend on season activities. For the property management, I will be the full-time property manager and will have a cleaning service team to maintain the property between rentals. We are excited to be a member of the community and share the love of nature to others.

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-04-01
 Date Received: 3/3/2022
 Fee Amount: \$ 500.00
 Date Paid: _____

Applicant Information:

Phong Nguyen
Applicant Name

9083 Connor House Rd Manassas VA 20110
Address *City* *State* *Zip*

571 Wilderness Rd , Linden, VA 22642
Property Location for conditional use permit if Different than Applicant's Address

405 370 4441 phongnguyen.ou@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: 571 Wilderness Rd, Linden, VA 22642
- (2) Election District: Happy Creek
- (3) Tax Map Number: 23A-320-50 & 51
- (4) Subdivision Name: Skyland Estates
- (5) Total Area of Property (acres): 0.54
- (6) Total Area to be Used (acres): 0.034
- (7) Total Road Frontage (feet): 118.44
- (8) Depth of Property (feet): 200
- (9) Present Zoning: R1- Residential

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short Term Rental
- (2) Current land use and condition of site: Vacant
- (3) Zoning of surrounding land/property: R1-Residential
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: _____
- (6) Season, days, and hours of operation: _____
- (7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) No
- (9) Number of full time employees: 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 4 Handicap _____
- (13) What is the proposed landscaping and buffering for this property? _____
Adding few trees and shrubs in front of the property. There is no house on both sides of the property, so I plan to keep the surrounding area as natural as possible.

C. Plans Prepared By

Name: Phong Nguyen

Address: 9083 Connor House Rd, Manassas, VA 20110

Telephone Number: 405 370 4441

D. Environmental Information

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

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) _____
Yes. I will hire professional cleaner to clean and dispose house-hold trash
to the appropriate dumpster
- (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. _____
Any noise or smoke are expected to be inside of the property, so it would be minimal
affect to surrounding area. We have a built-in septic system to handle waste water
- (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? _____
There would be no impact on traffic since we have designated parking area
- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. _____
Yes. I plan to use 4 solar panel lighting fixtures for the parking area. They are 5 watt for
each fixture

**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 1/2 x 11 size paper.
- ☐ **A Site Plan/Survey.**
Your site plan should show the property boundaries, existing or proposed structure(s), adjacent roads, and any other pertinent information which would help outline your proposed use. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purposes of this permit. The Planning Director, Planning Commission and/or the Board of Supervisors reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed conditional use permit.
- ☐ **Sewage Disposal and Well Site.**
Location of the existing or proposed septic system & drainfield and the well site are to be indicated on the survey or central/public connection location.
- ☐ **A copy of the deed to the property verifying the current ownership.**
A copy may be obtained at the Warren County Courthouse, Circuit Clerk's Office.
- ☐ **A statement verifying that real estate taxes have been paid.**
This may be obtained from the Treasurer's Office in Suite 800 of the Warren County Government Center.
- ☐ **Environmental and Community Impact Statements**
The Planning Director, the Planning Commission, and/or the Board of Supervisors reserve the right to ask for an environmental and/or community impact statements, prepared by a certified engineer or other person qualified to perform such work, if they deem it necessary for evaluation of the proposed request.
- ☐ **List of chemicals stored on the site**
A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.
- ☐ **Location Map**
A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.
- ☐ **Directions to your property from the Warren County Government Center.**
Take E 3rd St to N Commerce Ave. Take VA-55 E to State Route 638 in Linden, then
continue on State Route 638. Take Bifrost Way to Wilderness 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.

Thong 2/28/2022
Applicant Signature Date

Thong 2/28/2022
Property Owner Signature Date

Accepted by: Chase Lenny Date: 3/3/2022

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

NOTES

Lord Fairfax Health District

Warren County Health Department

465 West 15th Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

www.vdh.virginia.gov



April 13, 2022

Mr. Joe Petty, Planning Director
Warren County Planning and Zoning
220 N Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-01
Owner: Phong Nguyen

Dear Mr. Petty,

I have reviewed the request for comments regarding the property at 571 Wilderness Rd, Linden, Virginia, in Warren County, (property identified on tax map # 23A-3-20-50, 51), and I offer the following comments:

1. The construction permit for a sewage disposal system was issued on May 18, 2021. The operation permit was issued on December 28, 2021. The gravity fed conventional system is designed to serve a 3-bedroom home, limited to 5 occupants maximum.
2. The property is served by a private well.
3. All trash and garbage shall be placed in containers with tight-fitting lids.
4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
5. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
7. Do not connect any hot tub discharge to the sewage disposal system.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "G. Smith".

Greg Smith
Environmental Health Specialist

Sewage Disposal System Operation Permit

Property Owner

Rager Construction LLC
220 Lindamood Ln.
Lebanon Church, VA 22641

Health Dept. ID: **187210162**
Tax Map/GPIN: **23A-3-20-50,51**
Locality: **Warren County**

Property Location

Property Address: 571 Wilderness Rd.
Linden, VA 22642
Subdivision: Skyland Estates **Section:** 3 **Block:** 20 **Lot:** 50,51

Raymond Anderson is hereby granted permission to operate a **Residential Conventional Onsite Sewage System** at the above referenced location, under the following parameters:

Daily Flow: 375 gallons

Number of Bedrooms: 3

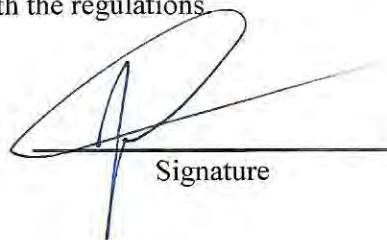
Occupancy Limit: 5 persons maximum

Conditions: Limitations on the number of persons occupying the dwelling or using the facility.

This permit is issued in accordance with the provisions of Title 32.1, Chapter 6 of the Code of Virginia as Amended, and Section 12VAC 5-610-340 of the Sewage Handling and Disposal Regulations of the Virginia Department of Health. The issuance of an operation permit does not denote or imply any guarantee by the department that the sewage disposal system will function for any specified period of time. It shall be the responsibility of the owner or any subsequent owner to maintain, repair, or replace any sewage disposal system that ceases to operate in accordance with the regulations.

December 28, 2021
Effective Date

Jim Davis
Environmental Health Supervisor


Signature

Private Well Record of Inspection

Health Department ID Number: 187210162

Tax Map/GPIN: 23A-3-20-50,51

Owner Name: Rager Construction LLC

Owner Address: 220 Lindamood Ln.
Lebanon Church, VA 22641

Private Well Facility Information

Property Address: 571 Wilderness Rd.

County: Warren

Well Driller: No. VA Drilling Inc.

Date construction started: 10/27/2021

Subdivision: Skyland Estates

Section 3 Block 20 Lot 50,51

Well Class: IIIB

Water Well Completion Report Received: Yes

Location Information

Building Sewer: 50 feet +

Pretreatment Unit: 50 feet +

Conveyance System: 50 feet +

Comments:

Soil Absorption System: 100 feet

Property Line: feet

Other Distance: feet

Construction Information

Total depth of well: 320 feet

Type of casing: Steel

Depth of casing: 82 feet

Diameter of casing: 6 inches

Casing extends: 24 in. above ground

Annular Space: sealed with bentonite to a depth of 70 feet

Comments:

Pitless adapter used:

Pitless properly installed:

Pitless properly vented:

Type of Well Seal: well cap

Screens: constructed of

Quantity & Quality

Yield and drawdown determined by continuous pumping of

Yield: 5 gpm

Drawdown:

Static Water Level: feet

Type of storage:

Comments:

Sample tap provided:

Sample collected: Yes

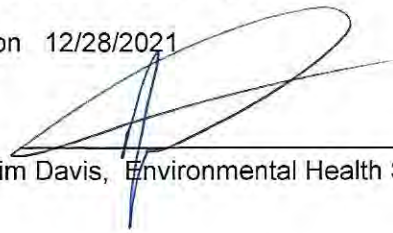
Result of samples: Satisfactory Total/Fecal Coliform

Date of Sample: 12/14/2021

Satisfactory Construction: Yes on 10/13/2021

Well Approved for Use: Yes on 12/28/2021

Signed December 28, 2021


Jim Davis, Environmental Health Supervisor

Report of Analysis



Lab Sample ID: 21121430-01

Client

Rager Construction
384 Lindamood Lane
Lebanon Church, VA 22641

Project

Rager Construction LLC
571 Wilderness Road
Linden VA 22642

Lab Sample ID: 21121430-01

Client Sample ID: 571 Wilderness Road

Source: Well

Sample Location: Bath Tap

Collected By: Duane Rager

Subdivision; Lot Skyland Estates, Lot 50A51

Health Dept. ID # 187210162

Map Ref. # 23A-3-20-50,51

Collection Date/Time: 12/14/2021 1:10 PM

Received Date/Time: 12/14/2021 3:23:00 PM

Received From: RR

<u>Analyte</u>	<u>Method</u>	<u>Sample Result</u>	<u>Units</u>	<u>Analyst</u>	<u>Analysis Date/Time</u>
Total Coliform	SM 9223 Colilert-18 P/A	ABSENT	P/A	NDL	12/14/2021 4:42:00 PM
E.coli	SM 9223 Colilert-18 P/A	ABSENT	P/A	NDL	12/14/2021 4:42:00 PM
Chlorine Screen	HACH screen	ND		NDL	12/14/2021 4:42:00 PM

ND = not detected

NA = not analyzed

< = less than

This water sample **HAS PASSED** the bacteriological standard for safe drinking water established by the Virginia Department of Health and US Environmental Protection Agency (US EPA).

Laboratory Director: _____

Daryl Burton

Issue Date: December 15, 2021



Reported results relate only to the items tested, as received by the laboratory.

The test results in this report meet all NELAP requirements for accredited parameters, unless otherwise noted in this report.

Pursuant to NELAC, this report may not be reproduced except in full, without written consent from Joiner Micro Laboratories.

For questions please contact the laboratory at the email address listed on this page.

AOSE/PE Inspection Report and Completion Statement

Commonwealth of Virginia
State Department of Health

Health Department Identification Number: 187210162 Tax Map: 23A-3-20-50,51

Warren County Health Department

Name of AOSE/PE: Daniel Perry Certification Number: 1940001067

Address: 495 Cardinal Drive, Front Royal VA, 22630 Telephone: 540-635-8292

Contractors Name: Rager Construction

Owner's Name: 220 Lindamood Lane Lebanon Church VA.22641

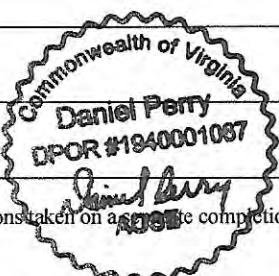
Owner's Address: P O Box 426 Front Royal, VA, 22630

Location of Installation: Subdivision: Skyland Estates Section: _____ Block: _____ Lot: 50, 51

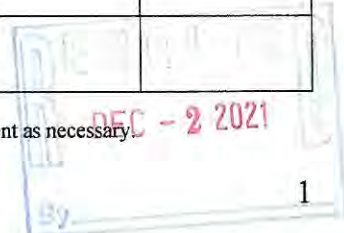
Other: 571 Wilderness Road

Inspection Results

Component	Comments, Materials, Etc. Deficiencies Observed, Date Deficiencies Observed Corrective Action Required	Date Approved
Water Supply Location and Construction	Meets setbacks, in proper location,	10/13/2021
Building Sewer	4 inch sch 40 PVC w/cleanout at house	10/13/2021
Septic Tank	1060 Infiltrator Tank w/ Riser	10/13/2021
Inlet-Outlet Structure	1.5 in across Tees with proper extensions	10/13/2021
Pump and Pump Station	N/A	10/13/2021
Conveyance Method	4 in. sch. 40 PVC.	10/13/2021
Distribution Box or Pressure Manifold	1-9 port plastic box on pad	10/13/2021
Header, Conveyance, Return, etc. Lines	1500 lb. crush corrugated	10/13/2021
Percolation Lines, Drip, Chambers, etc.	6-53 foot lines with 4 in. 3 Hole Corrugated pipe w/gravel	10/13/2021
Absorption Trenches and Dispersal Field	1) 2.0 in. 2) 2.0 in. 3) 2.25 in. 4) 2.50 in. 5) 2.25 in. 6) 2.0 in.	10/13/2021
(Other Components: treatment unit, etc.)		



Attach observed deficiencies and corrective actions taken on a separate completion statement as necessary.



COMMONWEALTH OF VIRGINIA
UNIFORM WATER WELL COMPLETION REPORT

DEQ Well # _____
USGS Local # _____
VDH HDIN # 187210162
VDH PWSID # _____

*Indicates required field or section
**Indicates required field or section, if applicable

1. Contact Information

Contact:	Name	Address	Phone
Owner	RACE CONSTRUCTION LLC	220 LINDAMOUNTAIN LANE, WARREN, VA	540-481-0888
Driller	AB, VA DRILLING INC.	11356 INDUSTRIAL RD, MANASSAS, VA	703-361-6859
System Provider	2719000340	11356 INDUSTRIAL RD, MANASSAS, VA	703-361-6859

2. Well Location*

Physical Address:	785 WILKINSON RD, LINCOLN VA.	County/City:	WARREN CO.
Subdivision Name:	JKY LAND ESTS	Section:	
Tax Map/GPIN #:	23A-320	Block:	
Latitude:	N	Longitude:	W
Datum Source	Horizontal: ☐ WGS84 ☐ NAD83 ☐ NAD27		
Lat/Long Source (Check One):	☐ Map ☐ GPS ☐ PPDGPS ☐ Survey ☐ Imagery ☐ WAAS		
Location Information Collected By:	2719000310		
Physical Location Description:	L.S. IN PROGRESS, STEEP GRADE		

3. Facility & Use*

Type of Facility (Check One):	Type of Use (Check All That Apply):
☒ Private	☒ Drinking/Domestic Use ☐ Agricultural ☐ Food Processing
☐ Waterworks	☐ Manufacturing ☐ Irrigation ☐ Injection
☐ Observation/Monitoring Well	☐ Geothermal (Cooling/Heating) ☐ Fire Safety
	☐ Closed
	☐ Open: ☐ Returned to Surface
	☐ Returned to Aquifer

4. Well Construction*

Well designation, Name or Number: <u>187210162</u>			
Date Started: <u>10-27-21</u>		Date Completed: <u>10-28-21</u>	
Type Rig: <u>AIR ROTARY</u>			
Class Well (Check One): ☐ I ☐ IIA ☐ IIB ☐ IIIA ☒ IIIB ☐ IIIC ☐ IIID ☐ IIIE ☐ IV			
Construction Type (Check One): ☐ New ☐ Existing-Modified: ☐ Well ☐ Pump: Date			
Well Depth: <u>220</u> ft.		Total Hole (borehole) Depth: <u>220</u> ft.	
Hole Size (Include reamed zones): <u>10</u> inches from <u>0</u> to <u>82</u> ft.		<u>6</u> inches from <u>82</u> to <u>320</u> ft.	
Height of Casing above Land Surface: <u>2</u> ft. <u>0</u> inches			
Casing Size (I.D.) and Materials: (below)		Total Depth of Casing: <u>82</u> ft.	
<u>6 3/8</u> inches from <u>72</u> to <u>82</u> ft. ☐ infilled		Material <u>STEEL</u> Weight per ft. <u>16</u> or wall thickness <u>1/8</u> in.	
inches from to ft. ☐ infilled		Material Weight per ft. or wall thickness in.	
inches from to ft. ☐ infilled		Material Weight per ft. or wall thickness in.	
Screen Size & Mesh:			
<u>4 1/2</u> inches from <u>320</u> to <u>300</u> ft. ☐ infilled		Mesh Size <u>50/10</u> Type <u>PVC</u>	
<u>4 1/2</u> inches from <u>300</u> to <u>260</u> ft. ☐ infilled		Mesh Size <u>20</u> Type <u>PVC</u>	
inches from <u>260</u> to <u>0</u> ft. ☐ infilled		Mesh Size <u>50/10</u> Type <u>PVC</u>	
Water Zones: from <u>272</u> to <u>274</u> ft.		from to ft. from to ft.	
Gravel Pack:			
Size: Type:	from to ft.	Size: Type:	from to ft.
Grout Type:		Grouting Method:	
☒ Bentonite Slurry ☐ Neat Cement		☐ Poured from surface	
☐ Bentonite pellets/chips ☐ Concrete		☐ Poured through tremmie pipe	
☐ Neat Cement (6% bentonite)		☒ Pumped from bottom upward	
Camera Survey: ☐ Yes ☐ No		Date Conducted:	
Additional Well Construction Form Information Attached: ☐ Yes ☒ No			

received
12/1/21

COMMONWEALTH OF VIRGINIA
UNIFORM WATER WELL COMPLETION REPORT

DEQ Well # _____
USGS Local # _____
VDH HDIN # 18714062
VDH PWSID # _____

Well designation, Name or Number : _____

5. Disinfection

Well Disinfected: ☐ Yes ☐ No Date: _____

6. Abandonment (*When abandoning the well, Sections 1 thru 4 must be completed and/or attach original GW-2)

Date Started:	Date Completed:
Static Water Level (unpumped level measured):	ft.
Casing Size (I.D.) and Materials:	Casing Pulled: ☐ Yes ☐ No ☐ Uncased Well
Depth of Fill:	Type and Source of Fill:
Grout: From to Type:	From to Type:
Method of permanently marking location:	

7. Pump Test**

Static Water Level (unpumped level measured):	ft.
Date:	Method (Check One): ☐ Water Tape ☐ Airline ☐ Transducer ☐ Other
Stabilized measured pumping water level:	ft.
Date:	Method (Check One): ☐ Top of Well ☐ Top of Casing ☐ Surface Level
Test Pump Intake Depth: <u>320</u> ft	Stabilized Yield: <u>5</u> gpm after / hours
Natural Flow: ☐ Yes ☒ No	Flow Rate gpm
Estimated Well Yield: gpm	

8. Pump Data**

Type: ☐ submersible ☐ Turbine ☐ Shallow Jet ☐ Deep Jet ☐ Other: _____	Motor HP:
Production Pump Intake Depth: ft	Rated Capacity: gpm at ft TDH

9. Geologic Information

Type Logs:	Aquifer Test Performed:
Water Quality Results Attached: Yes No	

Comments:

Formation _____ Lithology _____ Province _____ Geologic Map Used _____
Elevation _____

For Office Use

COMMONWEALTH OF VIRGINIA
UNIFORM WATER WELL COMPLETION REPORT

DEQ Well # _____
USGS Local # _____
VDH HDIN # 187210/62
VDH PWSID # _____

*Indicates required field or section
**Indicates required field or section, if applicable

10. Driller's Log (Use additional sheets if necessary)*

Well designation, Name or Number:				
Depth (feet)		Type of Rock or Soil	Remarks	Drilling Time (Min.)
From	To	(Color, material, fossils, hardness, etc.)	(Water, caving, cavities, etc.)	
0	44'	OVERBURDEN	INSTALLED	
44'	72'	GREY GRANITE	EXTRA CAS-	
72'	77'	VOID	ING TO PRE-	
77'	223'	GREY GRANITE	VENT WELL	
223'	305'	GREEN STONE w/ QUARTZ	WALL CAVE	
305'	320'	GREY GRANITE	ION	

10" Hole 070 82'
15/8" OD CASING
72' to 82'
6" Hole 82' to 320'

11. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

Signature*:

[Handwritten Signature]

Date:

10-28-21

License Number:

2719000310

COMMONWEALTH OF VIRGINIA
UNIFORM WATER WELL COMPLETION REPORT

DEQ Well # _____
USGS Local # _____
VDH HDIN # 187210162
VDH PWSID # _____

*Indicates required field or section
**Indicates required field or section, if applicable

Additional Well Construction Data

(Use and submit only if additional space is needed)

12. Additional Well Construction Data

Well designation, Name or Number:											
Physical Location:				Date Started:				Date Completed:			
Hole Size (Include reamed zones):											
inches	from	to	ft.	inches	from	to	ft.	inches	from	to	ft.
inches	from	to	ft.	inches	from	to	ft.	inches	from	to	ft.
inches	from	to	ft.	inches	from	to	ft.	inches	from	to	ft.
Casing Size (I.D.) and Materials:											
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
inches	from	to	ft.	☐ infilled	Material	Weight per ft.	or wall thickness	in.			
Screen Size & Mesh:											
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
inches	from	to	ft.	☐ infilled	Mesh Size	Type					
Water Zones:											
From	to	ft.	From	to	ft.	From	to	ft.	From	to	ft.
From	to	ft.	From	to	ft.	From	to	ft.	From	to	ft.
From	to	ft.	From	to	ft.	From	to	ft.	From	to	ft.
From	to	ft.	From	to	ft.	From	to	ft.	From	to	ft.
Gravel Pack:											
Size:	Type:	From	to	ft.	Size:	Type:	From	to	ft.		
Size:	Type:	From	to	ft.	Size:	Type:	From	to	ft.		
Size:	Type:	From	to	ft.	Size:	Type:	From	to	ft.		
Grout Type:				from	to	ft.	Grouting Method:				
☐ Bentonite Slurry				from	to	ft.	☐ Poured from surface				
☐ Bentonite pellets/chips				from	to	ft.	☐ Poured through tremmie pipe				
☐ Neat Cement (6% bentonite)				from	to	ft.	☐ Pumped from bottom upward				
☐ Neat Cement											
☐ Concrete											

WARRANTY TYPE **BEST EXTERMINATING SERVICES, INC.**
RENEWABLE ANNUALLY **TERMITE WARRANTY**

WARRANTY
9552

BEST EXTERMINATING SERVICES has agreed
with the owner named herewith to service the following described real property against attack by subterranean termites:

OWNER: *Rieger Construction & Assoc.*
ADDRESS: *220 Lindenwood Lane, Lebanon Church, VA 22641*
DESCRIPTION OF REAL PROPERTY: *Single Family Home*
CHECK ONE COMMERCIAL PROPERTY ☐

PRIVATE RESIDENCE ☒ AREA ENCLOSED WITHIN OUTSIDE WALLS: SQ. FT.
LOCATION OF REAL PROPERTY: *571 Wilderness Road, Linden, VA 22642*

In accordance with our Contract No. *12680*
we guarantee that

Any additional subterranean termite control service necessitated within *5*
year after the date of this Warranty will be performed without charge to the
owner, and that during this initial *5* year period any inspection requested by
the owner will be made at no expense to the owner.

At the end of this initial *5* year Warranty period this Warranty shall remain
in force annually provided the undersigned company reinspects the premises
annually and provided the owner pays the undersigned company an annual
reinspection fee. Failure to pay reinspection fee within 90 days after the
anniversary of the effective date shall void this Warranty without privilege of
reinstatement.

If at the time of any reinspection, additions or alterations have been made to
the described real property which in the opinion of the company constitutes a

subterranean termite hazard such additions or alterations must be serviced by
the undersigned company as soon as practicable at the expense of the owner or
this Warranty shall immediately become null and void.

NOTE: THE SOLE LIABILITY OF BEST EXTERMINATING SERVICES, INC.
UNDER THIS WARRANTY IS FOR THE RETREATMENT OF THE ABOVE
DESCRIBED REAL PROPERTY SHOULD ATTACK BY SUBTERRANEAN
TERMITES OCCUR AFTER TREATMENT IS PERFORMED AND DURING
WARRANTY PERIOD.*

BEST EXTERMINATING SERVICES

BY *Larry Nampa*

CONTRACT DATE: *09/23/2021*

*Because of differing structural designs, inaccessible and unexposed areas such as wall studding, joists, etc. and other structural factors
beyond our control, termite damage may exist which is not visibly or readily detectable. For this reason Best Exterminating Services
shall not be held liable for any damage done by subterranean termites to the real property described above, either before or after treatment
is performed.

THIS WARRANTY gives specific legal rights and you may also have other rights which vary from state to state.

Best Exterminating Services, Inc., P.O. Box 475, Front Royal, Va. 22630, Phone 635-8930 or 459-3194

B EXTERMINATING SERVICES, INC. T

PEST CONTROL SERVICE PROPOSAL

12680

PO Box 475 • FRONT ROYAL, VIRGINIA 22630 • PHONE: FRONT ROYAL (540) 635-8930/WOODS GLEN (540) 459-3194
EMAIL: INFO@BESTEXTERMINATING.COM • WEBSITE: HTTP://WWW.BESTEXTERMINATING.COM

CUSTOMER <u>Rager Construction</u>		SERVICE LOCATION <u>571 Wilderness Rd Linden VA 22642</u>	
STREET <u>220 Lindamood Lane</u>		EMAIL ADDRESS <u>rogerhomer@gmail.com</u>	
CITY, STATE AND ZIP <u>Lebanon Church VA 22641</u>		PERSON TO BE CONTACTED	SERVICE PHONE
PHONE <u>(540) 481-0888</u>	TYPE OF PROPERTY TO BE SERVED <u>Single Family Home</u>		

PESTS TO BE CONTROLLED

☒ TERMITES	☐ WOODBORERS	☐ POWDER POST BEETLES
Initial warranty period <u>5 years</u> Renewable Annually ☒ Yes ☐ No		
The Company will inspect the property at the customer's request or as deemed necessary by the Company.		Renewal fee <u>\$95.00</u>

Because of differing structural designs, inaccessible and unexposed areas such as wall studding, joists, etc. and other structural factors beyond our control, termite damage may exist which is not visibly or readily detectable. For this reason Best Exterminating Services shall not be held liable for any damage done by subterranean termites to the real property described above, either before or after treatment is performed.

☒ WELL	☐ PUBLIC WATER	Chemical <u>Para Care</u>
--	---------------------------------------	---------------------------

SPECIAL INSTRUCTIONS:

We hereby agree to apply chemicals to control the above named pests in accordance with terms and conditions of this service Agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state and city regulations. Only E.P.A. registered chemicals will be used. All work is to be completed in a workmanlike manner according to standard practice.

Authorized Signature Chris Markley 1/9/23/21
Note: This proposal may be withdrawn by Best Exterminating Services, Inc. if not accepted within _____ days

AGREEMENT CHARGE

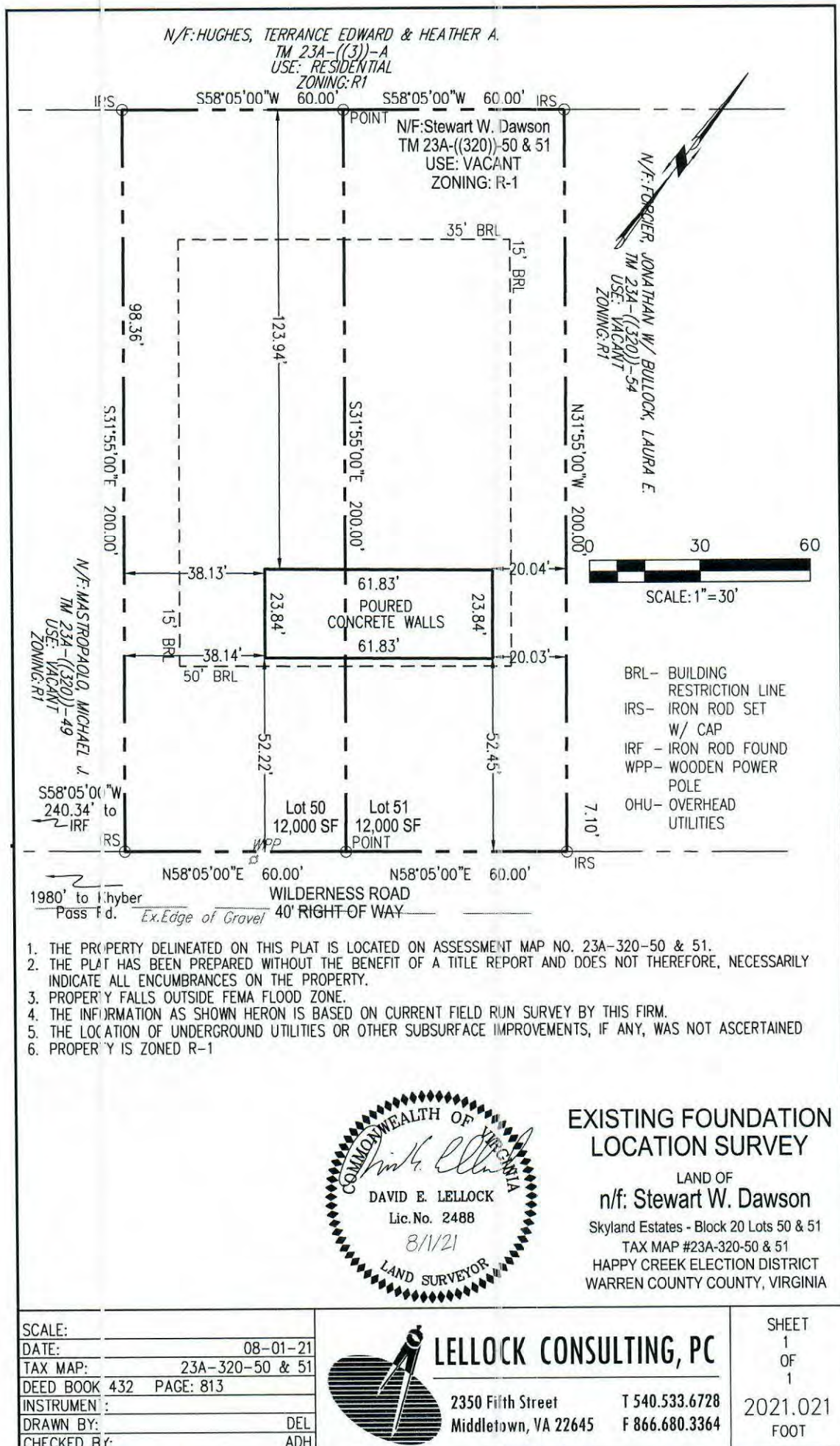
Termites	\$ <u>680.00</u>
Woodborer	\$ _____
Powder Post Beetle	\$ _____

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Customer Signature _____ Date _____

You, the buyer, may cancel this transaction at anytime prior to midnight of the third working day after executing this transaction



Joe Petty

From: David Beahm
Sent: Monday, March 28, 2022 1:57 PM
To: Chase Lenz
Cc: Joe Petty; Paula Fristoe
Subject: Request for Comments 2022-04-01 – Phong Nguyen – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000170-2022

Comments 2022-04-01 – Phong Nguyen – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000170-2022:

- 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 “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 it as a short-term rental.
 - Given the timeframe that the structure was originally built it should not 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,



David C. Beahm, CBO
Building Official

dbeahm@warrencountyva.net

www.warrencountyva.net

Warren County Building Inspections Of

220 North Commerce Ave
Suite
Front Royal, VA 22135

540/636-9
FAX 540/636-4

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.



COUNTY OF WARREN
Department of Building Inspections
220 N. Commerce Ave, Suite 400
Front Royal, Virginia, 22630
540-636-9973 Fax 540-636-4698



CERTIFICATE OF OCCUPANCY

This is to certify that the final building inspections were conducted to property known as 571 Wilderness Rd, Linden, VA 22642, Tax Map Number: 23A--320--50^A on 12/27/2021, and such construction was found to be in compliance with the 2015 Virginia Uniform Statewide Building Code, Warren County Codes and Ordinances and applicable conditions of R5NEW-012891-2021, as issued 07/13/2021, and is hereby approved for use and occupancy under such conditions as stated in the following:

CONDITIONS/MODIFICATIONS:

SFD--Finished Basement 624SF, Basement Garage 864SF, 1st Floor 1400SF, 1 Prefab Chimney and Fireplace, Rear Deck 160SF, 3 Bedrooms, 2 Bathrooms

MAXIMUM OCCUPANCY:
5

USE GROUP: R-5 Residential-SFD & Multi

CONSTRUCTION CLASS:
VB Combustible/Unprotected

WATER:

SEWER:

DATE ISSUED: 12/28/2021

Building Official
David C. Beahm

**PROVIDING INSPECTIONS TO PROTECT THE HEALTH,
LIFE AND SAFETY OF THE CITIZENS OF THE COMMUNITY**

Skyland Community Corporation

*P.O. Box 154
Skyland Estates
Linden, Virginia 22642*

Chase Lenz
Zoning Administrator
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

Re: Request for Comments for Conditional Use Permit 10 Demel Court #23A-12-0-4

April 20, 2022

Dear Mr. Lenz,

Thank you for forwarding the information on the proposed short-term rental at 571 Wilderness Road to Skyland Community Corporation (SCC) for review. Unfortunately, our Board of Directors does not currently support the approval of this application.

The SCC Board of Directors has expressed general concerns about short-term rentals, which fall under the SCC's contract with Warren County (specifically the Security area) and include:

1. Our requirement that the property must be owned by an individual and serve as the owner's primary residence, not as a business.
2. The owner must occupy a portion of the residence during the term of the rental.
3. No outdoor burning or fireworks are to be allowed.

We have approved short-term rentals in the past, as long as these prerequisites are met.

Sincerely,

Board of Directors
Skyland Community Corporation



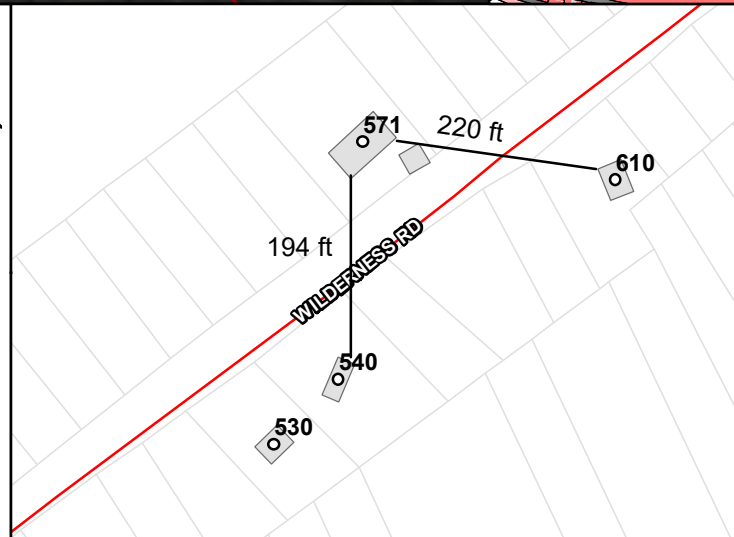
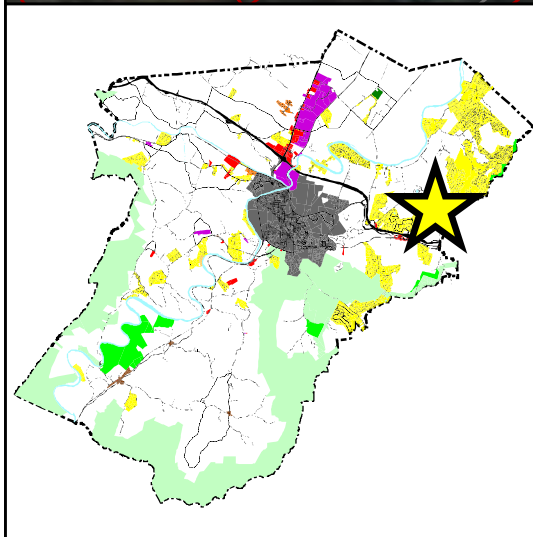
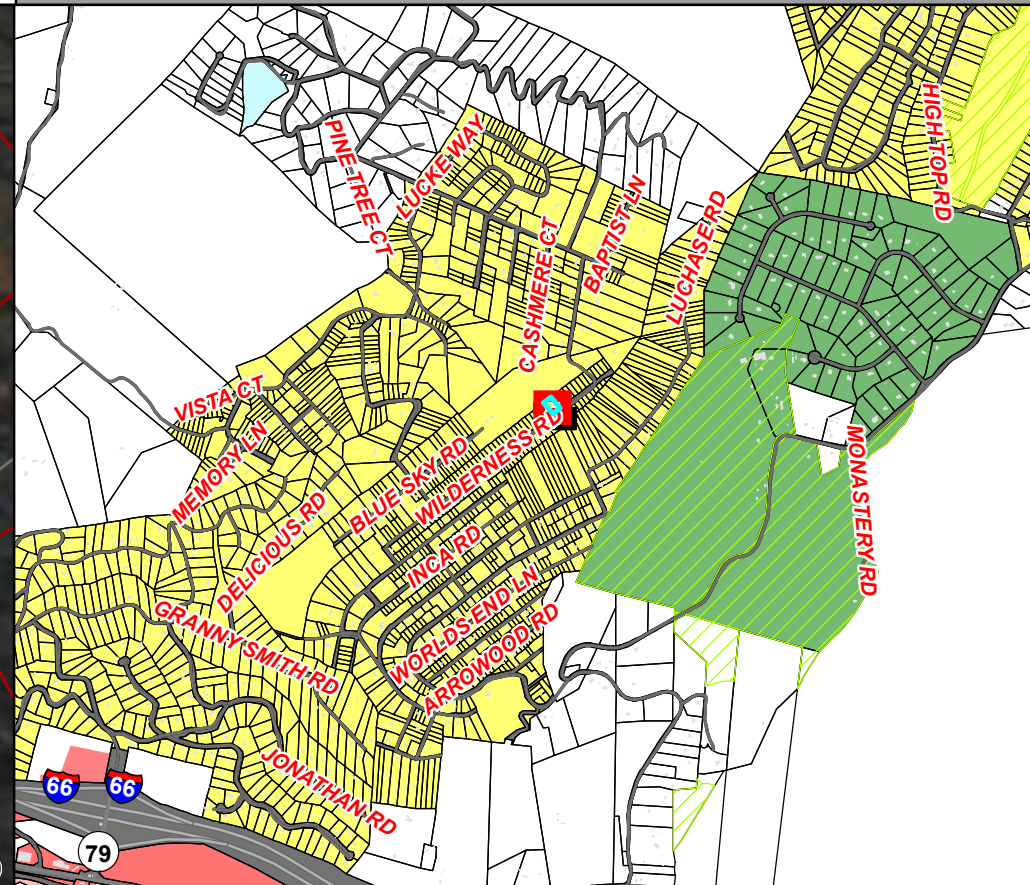
Warren County VA

CUP Location Map



Short Term Tourist Rental
Applicants: Phong Nguyen

TM 23A--320--50A
571 Wilderness Rd



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/28/2022	N-9	Conditional Use Permit #2022-04-02 Emilia Cirker - Mark Saunders <i>Short-Term Tourist Rental</i>	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 4 - 0. Mrs. Richardson was absent.

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 (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been deemed operational.
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 north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Emilia Cirker & Mark Saunders for a Short-term Tourist Rental with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Emilia Cirker & Mark Saunders for a Short-term Tourist Rental (List reasons).

SUBMITTED BY:

Matt Wendling, CFM
Planning Director
County Floodplain Manager

DISPOSITION OF BOARD:

☐ **APPROVED** ☐ **OTHER (Describe)**

PROCESSED BY:



Conditional Use Permit: 2022-04-02/ Short-Term Tourist Rental
Emilia Cirker & Mark Saunders, *Applicants/ Owners*
Staff Report for the Planning Commission
Prepared: April 13th, 2022 Revised May 4th, 2022
Staff: Matt Wendling, Planning Director/County Floodplain Manager

SUMMARY OF REQUEST

The applicant, Ms. Cirker recently purchased the property in October 2021 and plans to open both a holistic wellness retreat center offering both classroom and outdoor activities to attendees and a Short-Term Tourist Rental on weeks when the Retreat center is not hosting workshops or other events. She plans to offer it as a "luxury experience destination" for relaxation and will be offered less than half the year since there are plans for both for their own use and to allow family members to live in the home at least 3 months out of the year and host the retreat center events/workshops for the balance of time when the property is not being rented Short-Term. The property dwelling does have an attached historic cottage which will be used for both uses, a barn to be used for indoor health and wellness activities, and an old chicken coop accessory structure which they plan to demolish and build a yoga studio and classroom for their "life-enhancing" workshops and related wellness events. Her brother Mark Saunders will be assisting as the manager of the Short Term Tourist Rental and fitness coach and assistant at the workshops and training seminars.

PROPERTY INFORMATION

Property Location: 5865 Gooney Manor Loop

Tax Map ID: # 44--12

Magisterial District: South River

Subdivision: Larry Andrews

Existing Land Use: Single Family Dwelling with Barn and outbuildings

Special Flood Hazard Area: The property and dwelling are not mapped by FEMA but is located adjacent to Gooney Creek which is identified as a perennial stream.

Town/Village: Downtown Browntown

Zoning: Agricultural (A)

Acres: 3.882

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)

South: Agricultural (A)

East: Agricultural (A)

West: Agricultural (A)

Use: Single-Family Dwelling with Woodlands

Use: Single-Family Dwelling with Woodlands

Use: Single-Family Dwelling with Pasture

Use: Single-Family Dwelling with Pasture & Woodlands

PROPERTY HISTORY

The former property owner, Renee O'Connell was issued a Conditional Use Permit for a Bed and Breakfast in March of 2009. Mrs. O'Connell established the use for a short period but ceased operation for a period of two years and the permit and land-use expired, it was null and void when it was sold to the current owner, Ms. Cirker.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area as zoned Agricultural to be used for both residential and agricultural land uses. This zoning 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 the Browntown Historic District and two properties down from the Village Residential zoning district. 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 received comments for septic system information for the property on April 18, 2022. The original septic permit for the structure was approved for a two-bedroom dwelling allowing for an occupancy of 4 persons and the Health Department has confirmed this information.
- 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. The primary entrance for guests shall be the north entrance off Gooney Manor Loop and the Rainbow Bridge Lane entrance will be limited only to the property owner and service vehicles.
- 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 shall be reviewed by staff and all other requirements shall need to be met prior to a certificate of zoning for the business being issued. The applicants plan to be the property managers since they currently reside in the County.
- 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 a subdivision that is served by a property owners or homeowners association and is located on a state road.
- 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 applicants 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 271' to the closest dwelling located to the northeast.

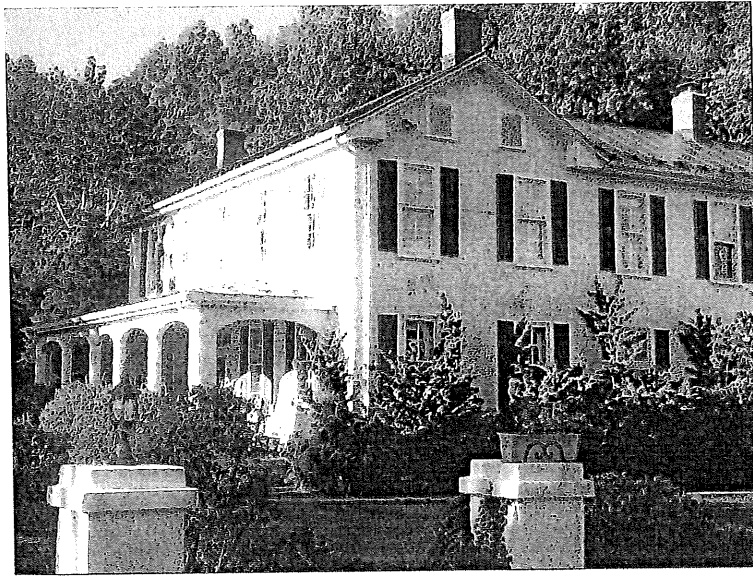
RECOMMENDED CONDITIONS:

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 four (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been deemed operational.
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 north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.

Cc: Emilia Cirker and Mark Saunders, Applicants



To: Warren County Planning Commission
From: Emilia Cirker, Owner/Operator
Re: Statement of justification for 5865 Gooney Manor Loop, Bentonville, VA

To Chloe/Joe/Matt et.al:

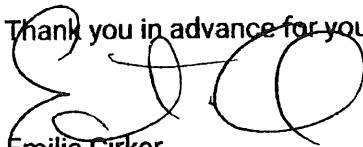
My name is Emilia Cirker, owner of 5865 Gooney Manor Loop, Bentonville, VA. With my unique and varied background as a chef, yogi, startup entrepreneur & wellness coach, I now share the same holistic lifestyle principals that have been the cornerstone of my personal wellbeing and professional success with individuals all over the world. While hosting wellness retreats globally has been so rewarding, my plan has always been to open a brick and mortar retreat center with my brother (fitness coach) in our beloved birth-place and home of Virginia. The moment we set foot onto this magical property, we knew it was the perfect oasis to bring our holistic retreat center to life. Simultaneously being able to protect, maintain and sustain the historic, lush and serene grounds from heavy commercial development is just icing on the proverbial cake.

Emilia Cirker (owner) and her brother and business partner, Mark Saunders, will live on the property bi weekly (app 50% of the year) to caretake the grounds & gardens and to host wellness retreats. Emilia's daughter and parents will live with them for 8 weeks through the summer and 4 weeks in the winter. The remainder of the year (less than 50%) will be split between 3rd party retreats and short term rental usage.

While we will market our property on sites like Airbnb for exposure, we won't function as the typical short term rental but similarly to their "luxury experience destination" with a holistic wellness focus. Our plan is to host intimate, unique and transformational retreats that offer a variety of life-enhancing workshops, classes and indoor and outdoor activities that reduce stress, increase mental focus, revive your senses, and strengthen your mind, body and spirit. By working with me and my team of experienced and licensed professionals to provide overall optimal wellness for our guests, surrounded by the magic of the blue ridge mountains, our hope is for all guests to leave feeling revived, transformed and equipped with the necessary tools to continue thriving long after they have left the Manor.

Please let me know if you have any other questions or need any other information from us at this time.

Thank you in advance for your consideration,



Emilia Cirker
571.205.0701

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: CUP2022-04-02Date Received: 3-9-22Fee Amount: \$ 500.00

Date Paid: _____

Applicant Information:

Emilia Cirker and Mark Saunders
Applicant Name

5865 Gooney Manor Loop Bentonville VA 22610
Address City State Zip

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

Emilia Mark
571-205-0701 571 235-6936 EmiliaCirker@gmail.com / Saunders.mark@gmail.com
Primary Contact Number Email

Emilia Cirker
Property Owner (if same as applicant, leave blank)

5865 Gooney Manor Loop " " " "
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: 5865 Gooney Manor Loop
- (2) Election District: South River
- (3) Tax Map Number: 44-12
- (4) Subdivision Name: _____
- (5) Total Area of Property (acres): 3.882 acres
- (6) Total Area to be Used (acres): _____
- (7) Total Road Frontage (feet): _____
- (8) Depth of Property (feet): _____
- (9) Present Zoning: Agricultural

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short-term rental
- (2) Current land use and condition of site: SFH
- (3) Zoning of surrounding land/property: AG
- (4) Will development be staged? ☐ Yes ☐ No
- (5) Construction Time: updating and renovating
- (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.) N/A
- (9) Number of full time employees: 2
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: will research
- (12) Number of parking spaces to be provided: Regular ☒ Handicap ☐
- (13) What is the proposed landscaping and buffering for this property? flatland,

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?) _____

Daily trash & Debris will be disposed of weekly at the dump

- (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. Noise emissions will be negligible and will adhere to Warren County noise ordinance

- (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? Negligible

- (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. _____

Landscaping lighting will be added in beds, gardens and pathways appx 40-80 watts. Pool and patio will also be lit sparingly

**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.

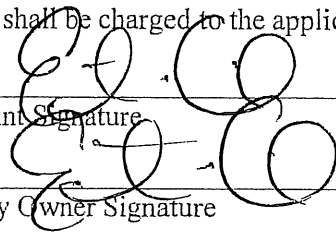
☒ **Location Map**

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.**

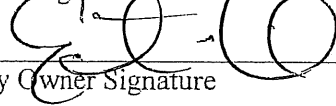
Rte 649 to US-340S and Rte 622

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

3.16.2022

Date


Property Owner Signature

3.16.2022

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

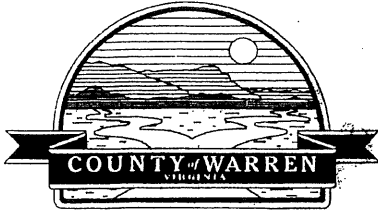
Signage

Previous signage photo



Currently: shrubs have been cleared
for visibility
Pending: New signage to be ordered.
Similar construction style but twice
as large & visible.

COUNTY OF WARREN



County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Phone: (540) 636-4600

FAX: (540) 636-6066

Email: admin@warrencountyva.net

Douglas P. Stanley
County Administrator

BOARD OF SUPERVISORS

CHAIRMAN
Archie A. Fox
Fork
District

VICE-CHAIRMAN
Glenn L. White
North River
District

Tony F. Carter
Happy Creek
District

Linda P. Glavis
South River
District

Richard H. Traczyk
Shenandoah
District

CONDITIONAL USE PERMIT 2009-01-04

NAME: Renee O'Connell

ADDRESS: 5865 Gooney Manor Loop, Browntown, Virginia 22610

PROPERTY DESCRIPTION: Located in the South River District, identified on Tax Map 44 as Lot 12 and is zoned Agricultural.

AUTHORIZED USE: Bed-and-breakfast

CONDITIONS:

1. The applicant shall comply with all Virginia Department of Transportation and Warren County Health Department and other applicable state and federal regulations and requirements.
2. This permit will be nontransferable. *- NO LONGER ALLOWED AS CONDITION*
3. The applicant shall provide adequate parking for the Bed-and-Breakfast lodging establishment.
4. On-site merchandising of antiques and furniture shall not be allowed in conjunction with the Bed-and-Breakfast.
5. The facility used for the Bed-and-Breakfast shall meet the requirements and approval of the Warren County Building Inspections Department.
6. The northern entrance shall be the only entrance used by the Bed-and-Breakfast patrons.
7. The landscaping adjacent to the entrance shall be trimmed as needed to maintain site distance as mandated by the Virginia Department of Transportation.

DATE PERMIT EXPIRES: THIS PERMIT WILL EXPIRE ON MARCH 17, 2011 UNLESS THE USE HAS BEEN ESTABLISHED OR IF THE USE IS DISCONTINUED FOR A PERIOD OF TWO YEARS OR LONGER.

DATE APPROVED BY BOARD OF SUPERVISORS: MARCH 17, 2009


DOUGLAS P. STANLEY
COUNTY ADMINISTRATOR

cc: Commissioner of the Revenue
Planning Director
Zoning Administrator
Planner
GIS Coordinator

VIRGINIA
DIVISION OF HISTORIC LANDMARKS
HISTORIC DISTRICT/BRIEF
SURVEY FORM

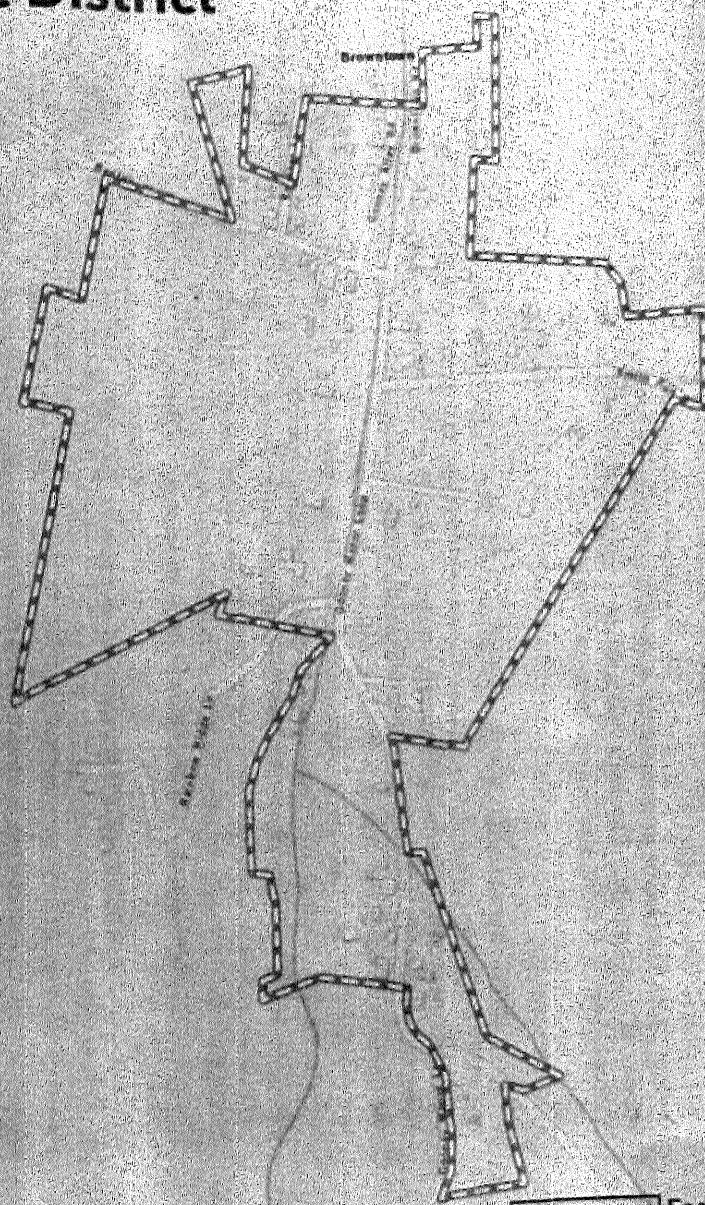
File no. 93-108
Negative no(s) 11030

City/Town/Village/Hamlet <u>Browtown</u>		County <u>Warren</u>	
Street address or route number <u>Rt. 631</u>		U.S.G.S. Quad <u>Chester Gap</u>	
Historic name <u>Asa Lafayette-Udike House</u>		Common name <u>Gooney Manor</u>	
Present use <u>Residential</u>		Building Style <u>Vernacular I-house</u>	
Original use <u>Residential</u>		Building Date(s) <u>ca.1870-1885, early 20th C.</u>	

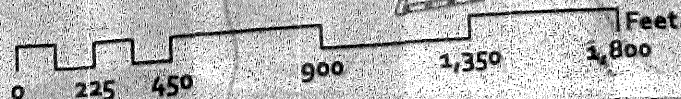
Construction Materials ☒ wood frame ☐ brick bond: ☐ English ☐ Flemish ☐ _____course American ☐ stretcher ☐ other _____ ☐ stone ☐ random rubble ☐ coursed rubble ☐ ashlar ☐ dressed ☐ rock-faced ☐ log: ☐ squared ☐ unsquared notching: ☐ V-notch ☐ half dovetail ☐ saddle ☐ full dovetail ☐ square ☐ diamond concrete block terra cotta steel frame other _____	3. Stories (number) <u>2</u> ☒ low basement ☐ raised basement 4. Bays (number): front <u>5</u> side (church) _____ ☒ symmetrical ☐ asymmetrical 5. Roof Type ☐ shed ☐ hipped ☐ parapet? ☐ pyramidal? ☒ gable ☐ mansard ☐ pediment? ☐ false mansard ☐ parapet? ☐ gambrel ☐ clipped end? ☐ flat ☐ cross gable? ☐ parapet? ☐ central front gable? ☐ roof not visible ☐ other _____
Cladding Material ☐ weatherboard ☐ composition siding ☐ vertical siding ☒ stucco ☐ board & batten ☐ aluminum or vinyl siding ☐ shingle: ☐ cast iron ☐ wood ☐ sheet metal ☐ asbestos ☐ enameled metal ☐ asphalt ☐ glass brick/tex other _____	6. Roofing Material ☐ shingle ☐ composition (asphalt, asbestos, etc.) ☐ wood ☒ metal ☒ standing seam ☐ corrugated ☐ pressed tin (simulated shingles) ☐ tile ☐ pantile ☐ flat ☐ glazed ☐ slate ☐ not visible
	7. Dormers (number): front _____ side _____ ☐ gable ☐ pediment? ☐ shed ☐ hipped
	8. Primary Porch style <u>Vernacular</u> stories <u>1</u> levels <u>full height</u> bays <u>5</u> materials <u>wood, stucco</u> description and decorative details <u>Solid balustrade; square supports w/ segmental</u> <u>arches above.</u>
9. General supplementary description and decoration: <u>4/4 & 1/1 win-</u> <u>dows; 2 int. end chimneys; 5-light transom & 3-light</u> <u>sidelights; 2 4-light attic windows in gable end; rear</u> <u>2 story ell w/ central flue & enclosed 2 story porches;</u> <u>3-light transom over door on rear ell.</u>	
10. Major additions and alterations: <u>New windows; new louvered</u> <u>shutters; aluminum window trim; house attached to</u> <u>summer kitchen via covered breezeway.</u>	
11. Outbuildings: <u>Gambrel-roofed barn; frame machine shed; stone spring</u> <u>house; root cellar w/ stone foundation attached to</u> <u>frame summer kitchen w/ central stone chimney.</u>	
12. Landscape Features: <u>Swimming pool in rear yard; across Gooney run from Rt.</u> <u>631.</u>	
13. Significance: <u>One of larger dwellings in community of Browtown,</u> <u>in fairly original condition.</u>	

Surveyed by: _____	Date: <u>6/01</u>
--------------------	-------------------

Browntown Historic District
Warren County
DHR ID: 093-5032



ANNUAL REPORT 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991, 1990, 1989, 1988, 1987, 1986, 1985, 1984, 1983, 1982, 1981, 1980, 1979, 1978, 1977, 1976, 1975, 1974, 1973, 1972, 1971, 1970, 1969, 1968, 1967, 1966, 1965, 1964, 1963, 1962, 1961, 1960, 1959, 1958, 1957, 1956, 1955, 1954, 1953, 1952, 1951, 1950, 1949, 1948, 1947, 1946, 1945, 1944, 1943, 1942, 1941, 1940, 1939, 1938, 1937, 1936, 1935, 1934, 1933, 1932, 1931, 1930, 1929, 1928, 1927, 1926, 1925, 1924, 1923, 1922, 1921, 1920, 1919, 1918, 1917, 1916, 1915, 1914, 1913, 1912, 1911, 1910, 1909, 1908, 1907, 1906, 1905, 1904, 1903, 1902, 1901, 1900, 1899, 1898, 1897, 1896, 1895, 1894, 1893, 1892, 1891, 1890, 1889, 1888, 1887, 1886, 1885, 1884, 1883, 1882, 1881, 1880, 1879, 1878, 1877, 1876, 1875, 1874, 1873, 1872, 1871, 1870, 1869, 1868, 1867, 1866, 1865, 1864, 1863, 1862, 1861, 1860, 1859, 1858, 1857, 1856, 1855, 1854, 1853, 1852, 1851, 1850, 1849, 1848, 1847, 1846, 1845, 1844, 1843, 1842, 1841, 1840, 1839, 1838, 1837, 1836, 1835, 1834, 1833, 1832, 1831, 1830, 1829, 1828, 1827, 1826, 1825, 1824, 1823, 1822, 1821, 1820, 1819, 1818, 1817, 1816, 1815, 1814, 1813, 1812, 1811, 1810, 1809, 1808, 1807, 1806, 1805, 1804, 1803, 1802, 1801, 1800, 1799, 1798, 1797, 1796, 1795, 1794, 1793, 1792, 1791, 1790, 1789, 1788, 1787, 1786, 1785, 1784, 1783, 1782, 1781, 1780, 1779, 1778, 1777, 1776, 1775, 1774, 1773, 1772, 1771, 1770, 1769, 1768, 1767, 1766, 1765, 1764, 1763, 1762, 1761, 1760, 1759, 1758, 1757, 1756, 1755, 1754, 1753, 1752, 1751, 1750, 1749, 1748, 1747, 1746, 1745, 1744, 1743, 1742, 1741, 1740, 1739, 1738, 1737, 1736, 1735, 1734, 1733, 1732, 1731, 1730, 1729, 1728, 1727, 1726, 1725, 1724, 1723, 1722, 1721, 1720, 1719, 1718, 1717, 1716, 1715, 1714, 1713, 1712, 1711, 1710, 1709, 1708, 1707, 1706, 1705, 1704, 1703, 1702, 1701, 1700, 1699, 1698, 1697, 1696, 1695, 1694, 1693, 1692, 1691, 1690, 1689, 1688, 1687, 1686, 1685, 1684, 1683, 1682, 1681, 1680, 1679, 1678, 1677, 1676, 1675, 1674, 1673, 1672, 1671, 1670, 1669, 1668, 1667, 1666, 1665, 1664, 1663, 1662, 1661, 1660, 1659, 1658, 1657, 1656, 1655, 1654, 1653, 1652, 1651, 1650, 1649, 1648, 1647, 1646, 1645, 1644, 1643, 1642, 1641, 1640, 1639, 1638, 1637, 1636, 1635, 1634, 1633, 1632, 1631, 1630, 1629, 1628, 1627, 1626, 1625, 1624, 1623, 1622, 1621, 1620, 1619, 1618, 1617, 1616, 1615, 1614, 1613, 1612, 1611, 1610, 1609, 1608, 1607, 1606, 1605, 1604, 1603, 1602, 1601, 1600, 1599, 1598, 1597, 1596, 1595, 1594, 1593, 1592, 1591, 1590, 1589, 1588, 1587, 1586, 1585, 1584, 1583, 1582, 1581, 1580, 1579, 1578, 1577, 1576, 1575, 1574, 1573, 1572, 1571, 1570, 1569, 1568, 1567, 1566, 1565, 1564, 1563, 1562, 1561, 1560, 1559, 1558, 1557, 1556, 1555, 1554, 1553, 1552, 1551, 1550, 1549, 1548, 1547, 1546, 1545, 1544, 1543, 1542, 1541, 1540, 1539, 1538, 1537, 1536, 1535, 1534, 1533, 1532, 1531, 1530, 1529, 1528, 1527, 1526, 1525, 1524, 1523, 1522, 1521, 1520, 1519, 1518, 1517, 1516, 1515, 1514, 1513, 1512, 1511, 1510, 1509, 1508, 1507, 1506, 1505, 1504, 1503, 1502, 1501, 1500, 1499, 1498, 1497, 1496, 1495, 1494, 1493, 1492, 1491, 1490, 1489, 1488, 1487, 1486, 1485, 1484, 1483, 1482, 1481, 1480, 1479, 1478, 1477, 1476, 1475, 1474, 1473, 1472, 1471, 1470, 1469, 1468, 1467, 1466, 1465, 1464, 1463, 1462, 1461, 1460, 1459, 1458, 1457, 1456, 1455, 1454, 1453, 1452, 1451, 1450, 1449, 1448, 1447, 1446, 1445, 1444, 1443, 1442, 1441, 1440, 1439, 1438, 1437, 1436, 1435, 1434, 1433, 1432, 1431, 1430, 1429, 1428, 1427, 1426, 1425, 1424, 1423, 1422, 1421, 1420, 1419, 1418, 1417, 1416, 1415, 1414, 1413, 1412, 1411, 1410, 1409, 1408, 1407, 1406, 1405, 1404, 1403, 1402, 1401, 1400, 1399, 1398, 1397, 1396, 1395, 1394, 1393, 1392, 1391, 1390, 1389, 1388, 1387, 1386, 1385, 1384, 1383, 1382, 1381, 1380, 1379, 1378, 1377, 1376, 1375, 1374, 1373, 1372, 1371, 1370, 1369, 1368, 1367, 1366, 1365, 1364, 1363, 1362, 1361, 1360, 1359, 1358, 1357, 1356, 1355, 1354, 1353, 1352, 1351, 1350, 1349, 1348, 1347, 1346, 1345, 1344, 1343, 1342, 1341, 134



DHR
Department of Historic Resources

Lord Fairfax Health District

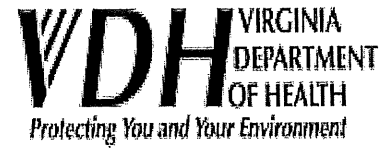
Warren County Health Department

465 West 15th Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

www.vdh.virginia.gov



April 18, 2022

Mr. Matt Wendling, Deputy Planning Director / County Floodplain Manager
Warren County Planning and Zoning
220 N Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-02 & 2022-04-03
Owner: Emilia Cirker & Mark Saunders

Dear Mr. Wendling,

I have reviewed the request for comments regarding the property at 5865 Gooney Manor Loop, Bentonville, Virginia, in Warren County, (property identified on tax map # 44-12), and I offer the following comments:

1. The permit for a sewage disposal system was issued on March 05, 1970 with a record of inspection dated March 10, 1970. Another permit was issued June 01, 1981 with a record of inspection dated June 16, 1981. The system is designed to serve a 2 bedroom house with 4 occupants maximum.
2. A Repair permit was issued March 24, 2009 with an inspection dated March 24, 2009.
3. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
4. All trash and garbage shall be placed in containers with tight-fitting lids.
5. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
6. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
7. The sewage disposal system should be pumped if this has not been done in the last three to five years.
8. Do not connect any hot tub discharge to the sewage disposal system.

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



Emilia Cirker & Mark Saunders

April 18, 2022

Page 2

The septic system is currently design for full time residency of no more than 4 occupants. This will allow short term rental as well as full time living as long as the number of occupants does not exceed 4 people. In order to consider using the property for a retreat center a private OSE/AOSE will need to be consulted to evaluate or design a new system for the proposed change of use. The owners can reach out to our office for more information.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "G. Smith".

Greg Smith

Environmental Health Specialist

Matt Wendling

From: Smith, Gregory <gregory.smith@vdh.virginia.gov>
Sent: Wednesday, April 20, 2022 8:17 AM
To: Matt Wendling
Subject: Re: 44-12 Comment Requests

Matt,

There are so many ways that it can go as a retreat center and so many questions as to the plan to really say yes or no. We really just need to know the owners plan for the number of people coming through the facility and the septic will need to be designed accordingly. As long as they have a septic system that will accommodate their plan it will be fine. The current system will severely limit what they can do. An OSE can design a new system based on the planned use of the property. It might be best if the owners contact us to discuss the options. I can try calling her if thats best.

Thank you,

Greg Smith

Environmental Health Specialist
Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, VA 22630
Direct: 540-551-8435
Office: 540-635-3159

On Tue, Apr 19, 2022 at 4:41 PM Matt Wendling <Mwendling@warrencountyva.net> wrote:

Thanks Greg,

I'll discuss this with the applicants to see what direction they want to go. Would they be allowed to have more for a retreat center that operated during the day?

Matt

Matt Wendling

Warren County Planning Department

Deputy Planning Director / County Floodplain Manager

220 N. Commerce Ave., Suite 400

Front Royal, VA 22630

(540)-636-3354

www.warrencountyva.net

<http://ecode360.com/9745479>

www.warrencountyva.net

From: Smith, Gregory <gregory.smith@vdh.virginia.gov>

Sent: Tuesday, April 19, 2022 4:26 PM

To: Matt Wendling <Mwendling@warrencountyva.net>; Chloe Phillips <cphillips@Warrencountyva.net>

Cc: emiliacirker@gmail.com; saunders.mark8@gmail.com

Subject: 44-12 Comment Requests

Please see the attached comments in response to the requests for tax map # 44-12.

Thank you,

Greg Smith

Environmental Health Specialist

Warren County Health Department

465 West 15th Street, Suite 200

Front Royal, VA 22630

Direct: 540-551-8435

Office: 540-635-3159



Warren County Health Department
134 Peyton St.
Front Royal, VA 22630
(540) 635 3159 Voice
(540) 635 9698 Fax

Septic Tank - Soil Absorption System Repair Permit

Health Department ID Number: 187090060

Owner / Agent Information	
Owner: Renee O'Connell 5865 Gooney Manor Loop Browntown, Virginia 22610 Owner Phone: (540) 635-4197	
Location Information	
Property Address: Browntown Road Locality: Warren Directions:	Tax Map: 44-12
General Information	
System Type: septic tank effluent and drainfield	Daily Flow: 300 gallons
Type of Property: Residential	Number of Bedrooms: 2 maximum
Sewer Line	Distribution Box Information
4" Sch. 40 PVC or equivalent (cleanouts required at 50' to 60' intervals) Replace damaged portion of sewer line. OK 3/24/09 CUB	No. of Boxes: No. of Outlets: Existing system.
Conveyance Line / Force Main Information	Header Line Information
Method: Existing system. Material: Pressure type with pressure-type joints Pipe Diameter: " Minimum Slope: 6" per 100' (only for non-pump)	ASTM F405 pipe or better (1500 # crush or equivalent) Minimum slope 2" per 100' Existing system.
Septic Tank - Inlet Outlet Structure	Percolation Lines and Absorption Area
Capacity: 960 gallons Existing system. The inlet structure shall be 1-2 inches higher than the outlet structure and shall extend 6-8 inches below and 8-10 inches above the normal liquid level. The outlet structure shall extend 35-40% below the normal liquid level and 8-10 inches above the normal liquid level. To comply with the maintenance requirements of 12 VAC 5-610-817 the septic tank must be provided with one of the following three options: 1) Inspection port, 2) Effluent filter, 3) Reduced maintenance tank	Slope: 2-4" per 100' Percolation Lines: 4" diameter Center to Center Spacing: 7' Installation Depth: 30" Depth of Aggregate: 13", Size of Aggregate: 0.5-1.5" Total Number of Laterals: 5 Laterals to be 80' long, x 2' wide Install 800 Square Feet Total 0% Reserve Area Required for Future Repairs Existing sytem.
Please Note:	

Construction Drawing

HD ID #: 187090060

Owner Information	
Renee O'Connell 5865 Gooney Manor Loop Browntown, Virginia 22610	Phone: (540) 635-4197
Construction Drawing	
Schematic drawing of sewage disposal system and topographic features. See L.H.S.-121 dated March 5, 1970 for location of components.	

This sewage disposal system construction permit is null and void if conditions are changed from those shown on the application or construction permit. No part of any installation may be covered or used until inspected, corrections made if necessary and the system is approved. The inspection will normally be made by the system designer, who may be an AOSE, PE, or EHS. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon direction of the Department or the system designer.

System Design By: E.D. Millar ; Site Evaluation By: E.D. Millar

Walter P. Bailey, Jr.
Walter P. Bailey, Jr., EHSS

March 24, 2009
Issue Date

September 24, 2010
Expiration Date

Matt Wendling

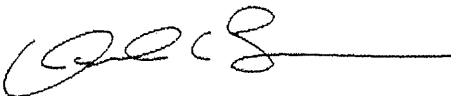
From: David Beahm
Sent: Thursday, May 19, 2022 5:09 PM
To: Matt Wendling
Cc: Paula Fristoe
Subject: Request for Comments 2022-04-02 – Emilia Cirker and Mark Saunders – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000171-2022

Comments 2022-04-02 – Emilia Cirker and Mark Saunders – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000171-2022:

- 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 “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 it as a short-term rental.
 - Given the timeframe that the structure was originally built it may not 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 A

Suit
Front Royal, VA 2

540/636-

FAX 540/636-

dbeahm@warrencountyva.net

www.warrencountyva.net

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Matt Wendling

From: Warren County <No_Reply@warrencountyva.net>
Sent: Wednesday, May 11, 2022 12:52 PM
To: Matt Wendling
Subject: Warren County Government Website contact inquiry [Gary Kushner]

A contact inquiry has been submitted via the employee contact form found at <https://www.warrencountyva.net/> (Warren County Government Website) on 2022-05-11. Please view details below.

Sender Name: Gary Kushner
Sender Email: gkushn@centurylink.net
Day Phone: 7033507017
Evening Phone: --N/A--
Contact Preference: Either

Comments:

Wanted to submit a comment to the Planning Commission re; z2022-04-01 permitting a Retreat in the Agricultural zone by CUP. Two important considerations in my opinion, one/ every commercial expansion of what's permitted in an Ag zone dilutes control. Like the camel's nose under the tent. Devil is always in the details so pay particular attention to the wording of definitions. Specifics not generality verbage please. I wouldn't support holistic programs evolving to organized outdoor music and activities that could disrupt neighbors.Two/ while periodic retreats of a max 4 persons has minimal impact on the rural neighborhood, more would give me concern. Thus I support appvl of benign, meditation and reflection activities at a level supported by staff up to 4 participants.
thank you for the opportunity to comment.

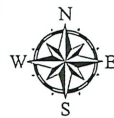
Gary Kushner

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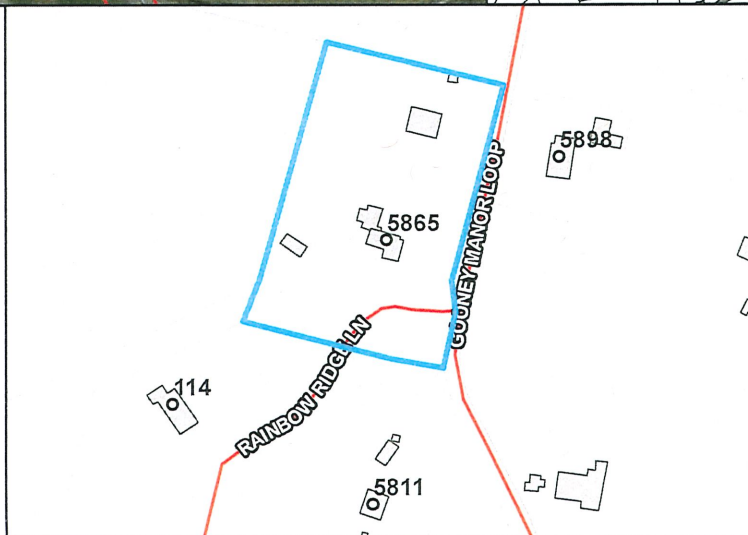
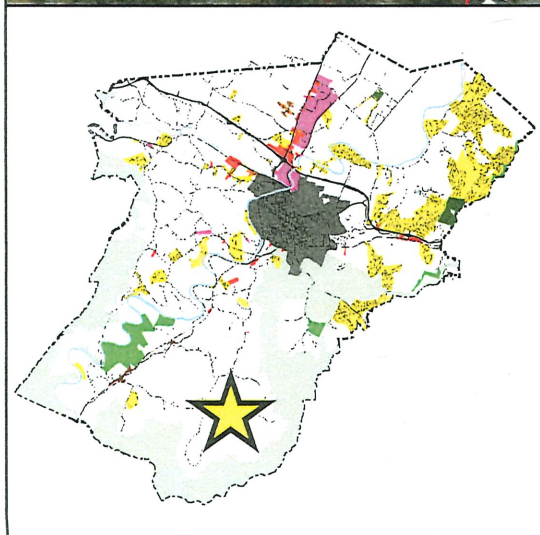
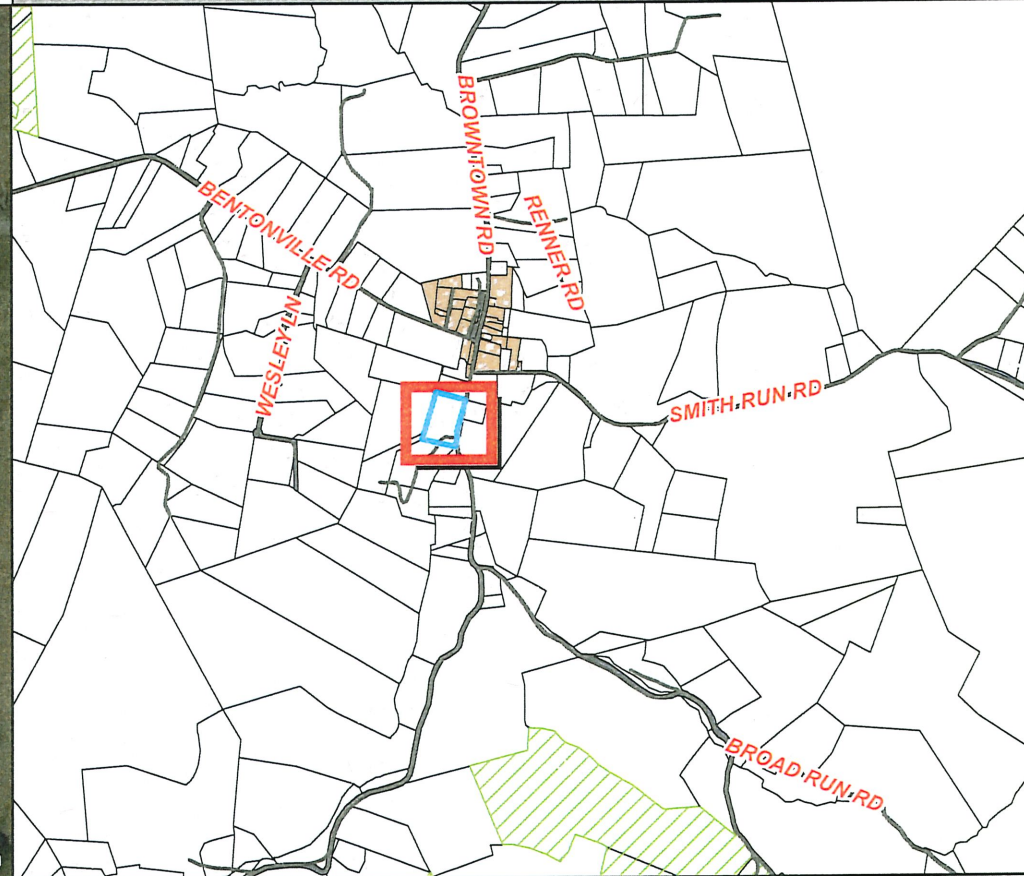
Warren County VA

CUP Location Map



Short Term Tourist Rental & Retreat Center
Applicants: Emilia Cirker & Mark Saunders

TM 44-----12
5868 Gooney Manor Loop



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/28/2022	N-10	Zoning Ordinance Amendment - Z2022-04-01 An ordinance to amend Sections §180-8 <i>Definitions</i> to for <i>Retreat Center</i> , and to add §180-55.3 Supplemental Regulations for a <i>Retreat Center</i>	1 of 1

EXPLANATION & SUMMARY:

The applicant, Emilia Cirker has requested this text amendment to add changes to the current definition of a Retreat Center. The current definition in §180-8 states a Retreat Center is, "A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation and/or religious exercises."

The applicant would like to add the following use language to the definition, "A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation, holistic wellness and/or religious exercises. The facility may conduct training, seminars, workshops, and customized programs in both indoor and outdoor settings."

This land-use is currently listed as a conditional use in code section §180-21.D (36) in the Agricultural zoning district which will not change.

The current land-use doesn't have any supplemental regulations identified in Article V: Supplemental Regulations of the County Code and County staff is recommending the following regulations be located in §180-55.3;

See attached supplemental regulations, definitions and zoning district land uses.

PROPOSED OR SUGGESTED MOTION:

Finding that the proposed zoning ordinance amendment is appropriate for the public necessity, convenience, and general welfare and good zoning practice, I move that the Board of Supervisors approve the proposed amendment.

OR

Finding that the proposed zoning ordinance amendment is not needed or appropriate for the public necessity, convenience, and general welfare and is not good zoning practice, I move that the Board of Supervisors deny the amendment. (List Reasons)

SUBMITTED BY:

Matt Wendling CFM
Planning Director
County Floodplain Manager

DISPOSITION OF COMMISSION:

☐ **APPROVED** ☐ **OTHER (Describe)**

PROCESSED BY:

AN ORDINANCE TO AMEND THE DEFINITION OF RETREAT CENTER IN SECTION
180-8 AND ADD SUPPLEMENTAL REGULATIONS PERTAINING TO RETREAT
CENTERS.

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Sections 180-8 and 180-55.3 of the Warren County Code (Zoning) be amended, added, and re-ordained as follows:

Chapter 180. Zoning

Article II. Application

§ 180-8. Definitions.

RETREAT CENTER

A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation, holistic wellness and/or religious exercises. The facility may conduct training, seminars, workshops, and customized programs in both indoor and outdoor settings.

Article V. Supplementary Regulations

§ 180-55.3 Retreat Center

These provisions are intended to ensure that retreat centers are operated in a safe and healthful manner. Where allowed, retreat centers shall meet the following requirements:

- A. The property owner and/or operator of the retreat center shall apply and receive a zoning permit from the Planning Department prior to operation. 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.
- B. The maximum number of occupants/participants shall be determined by approved permits received by the Warren County Health Department and shall be specified in the conditions placed on the conditional use permit.
- C. Parking for the use shall be 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 meet all standards for parking areas as referenced in §180-15 for Off-street Parking.
- D. Property boundaries, or limitations within the property's boundaries where attendees are allowed, must be clearly marked at all times.
- E. The hours of operation shall be specified in the conditions placed on the conditional use permit.
- F. Overnight stays may be permitted, occupancy is determined by §180-55.3.B.
- G. The use of overnight outdoor accommodations may be allowed by participants of the retreat center and shall meet the following requirements:

- (1) A site plan shall be submitted to the Planning Department that includes but not limited to information regarding structures, adequate parking, traffic control into and around the site, emergency ingress and egress, directional signage, outdoor lighting, and restroom facilities.
- (2) Overnight outdoor accommodations shall only be used by people participating in retreat center activities.
- (3) No permanent cabins or recreational vehicles shall be permitted.
- (4) The size and total number of outdoor sites to be occupied for overnight accommodations shall be determined by lot size as follows:
 - (a) No outdoor site shall occupy more than 400 square feet.
 - (b) Lots equal to or greater than 2 acres but less than 5 acres in size, shall have no more than one outdoor site.
 - (c) Lots equal to or greater than 5 acres but less than 10 acres in size, shall have no more than two outdoor sites.
 - (d) Lots equal to or greater than 10 acres but less than 20 acres in size, shall have no more than three outdoor sites.
 - (e) Lots 20 acres or more in size, shall have no more than five outdoor sites.
- (5) Outdoor site locations shall be in the side or rear yard.
- (6) Outdoor site locations shall be 50 feet from any property line and/or 100 feet from any neighboring dwelling.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Language proposed to be deleted is lined through. ~~Example~~

Language proposed to be added is bolded and underlined. **Example**



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
6/28/2022	N-11	Conditional Use Permit #2022-04-03 Emilia Cirker & Mark Saunders <i>Retreat Center</i>	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 4 - 0. Mrs. Richardson was absent.

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections, Virginia Department of Transportation and Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been determined to be operational.
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 applicant shall meet the Code requirements of Section §180-15 for off-street parking with the number of spaces to be determined by the Zoning Administrator for Retreat Center events.
5. The north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.
7. The site plan shall be reviewed by Planning staff and all regulations and conditions must be met prior to the issuance of a certificate of zoning for the business license.

BOARD OF SUPERVISORS PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Emilia Cirker & Mark Saunders for a Retreat Center with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Emilia Cirker & Mark Saunders for a Retreat Center (List reasons).

SUBMITTED BY:

Matt Wendling, CEM
Planning Director
County Floodplain Manager

DISPOSITION OF BOARD:

☐ **APPROVED** ☐ **OTHER (Describe)**

PROCESSED BY:



Conditional Use Permit: 2022-04-03/ Retreat Center
Emilia Cirker & Mark Saunders, Applicants/ Owners
Staff Report for the Planning Commission
Prepared: April 13th, 2022 Revised: May 31st, 2022
Staff: Matt Wendling, Planning Director/County Floodplain Manager

SUMMARY OF REQUEST

The applicant, Ms. Cirker recently purchased the property in October 2021 and plans to open both a holistic wellness retreat center offering both classroom and outdoor activities to attendees and a Short-Term Tourist Rental on weeks when the Retreat center is not hosting workshops or other events. She plans to offer it as a "luxury experience destination" for relaxation and will be offered less than half the year since there are plans for their own use and to allow family members to live in the home at least 3 months out of the year and host the retreat center events/workshops for the balance of time when the property is not being rented Short-Term. The property dwelling does have an attached historic cottage which will be used for both uses, a barn to be used for indoor health and wellness activities, and an old chicken coop accessory structure which they plan to demolish and build a yoga studio and classroom for their "life-enhancing" workshops and related wellness events. Her brother Mark Saunders will be assisting as the manager of the Short Term Tourist Rental and fitness coach and assistant at the workshops and training seminars.

PROPERTY INFORMATION

Property Location: 5865 Gooney Manor Loop	Town/Village: Downtown Browntown
Tax Map ID: # 44--12	Zoning: Agricultural (A)
Magisterial District: South River	Acres: 3.882
Subdivision: Larry Andrews	
Existing Land Use: Single Family Dwelling with Barn and outbuildings	
Special Flood Hazard Area: The property and dwelling are not mapped by FEMA but is located adjacent to Gooney Creek which is identified as a perennial stream.	

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)	Use: Single-Family Dwelling with Woodlands
South: Agricultural (A)	Use: Single-Family Dwelling with Woodlands
East: Agricultural (A)	Use: Single-Family Dwelling with Pasture
West: Agricultural (A)	Use: Single-Family Dwelling with Pasture & Woodlands

PROPERTY HISTORY

The former property owner, Renee O'Connell was issued a Conditional Use Permit for a Bed and Breakfast in March of 2009. Mrs. O'Connell established the use for a short period and the permit and land-use was expired when it was sold to the current owner, Ms. Cirker.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area as zoned Agricultural to be used for both residential and agricultural land uses. This zoning allows for a Retreat Center by conditional use permit in

the Warren County Zoning Ordinance Section §180-21. This property is located in the Browntown Historic District and two properties down from the Village Residential zoning district. 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:

This is the current definition of **RETREAT CENTER**: *A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation and/or religious exercises.*

The applicant is requested a text amendment to change the definition of Retreat Center and staff is recommending the following language;

"A facility designed to provide refuge, seclusion and privacy for the purpose of rest, meditation, holistic wellness and/or religious exercises. The facility may conduct training, seminars, workshops, and customized programs in both indoor and outdoor settings."

PROPOSED SUPPLEMENTARY REGULATIONS FOR RETREAT CENTER:

Staff will be proposing the following supplemental regulations for the text amendment for a Retreat Center:

- A. The property owner and/or operator of the retreat center shall apply and receive a zoning permit from the Planning Department prior to operation. 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.
- A. The maximum number of occupants/participants shall be determined by approved permits received by the Warren County Health Department and shall be specified in the conditions placed on the conditional use permit. **Staff has received comments for septic system information for the property on April 18, 2022. The original septic permit for the structure was approved for a two-bedroom dwelling allowing for an occupancy of 4 persons and the Health Department has confirmed this information.**
- B. Parking for the use shall be 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 meet all standards for parking areas as referenced in §180-15 for Off-street Parking. **The property currently has adequate parking for 5 vehicles in the driveway and parking lot to the front of the dwelling on the north side. The primary entrance for guests shall be the north entrance off Gooney Manor Loop and the Rainbow Bridge Lane entrance will be limited only to the property owner and service vehicles.**
- C. Property boundaries, or limitations within the property's boundaries where attendees are allowed, must be clearly marked at all times.
- D. The hours of operation shall be specified in the conditions placed on the conditional use permit.
- E. Overnight stays may be permitted, occupancy is determined by §180-55.3.B.

F. The use of overnight outdoor accommodations may be allowed by participants of the retreat center and shall meet the following requirements:

1. A site plan shall be submitted to the Planning Department that includes but not limited to information regarding structures, adequate parking, traffic control into and around the site, emergency ingress and egress, directional signage, outdoor lighting, and restroom facilities.
2. Overnight outdoor accommodations shall only be used by people participating in retreat center activities.
3. No permanent cabins or recreational vehicles shall be permitted.
4. The size and total number of outdoor sites to be occupied for overnight accommodations shall be determined by lot size as follows:
 - a. No outdoor site shall occupy more than 400 square feet.
 - b. Lots equal to or greater than 2 acres but less than 5 acres in size, shall have no more than one outdoor site. **This property is 3.9 acres and would be allowed one outdoor site.**
 - c. Lots equal to or greater than 5 acres but less than 10 acres in size, shall have no more than two outdoor sites.
 - d. Lots equal to or greater than 10 acres but less than 20 acres in size, shall have no more than three outdoor sites.
 - e. Lots 20 acres or more in size, shall have no more than five outdoor sites.
5. Outdoor site locations shall be in the side or rear yard.
6. Outdoor site locations shall be 50 feet from any property line and/or 100 feet from any neighboring dwelling.

RECOMMENDED CONDITIONS:

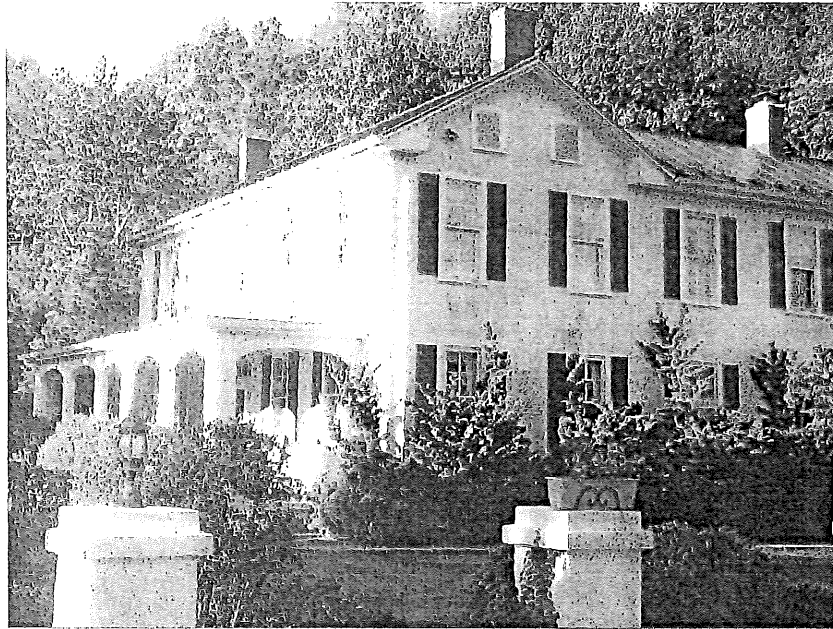
Planning Staff is recommending the following conditions be added to this conditional use permit if the Planning Commission chooses to recommend approval of this permit to the Board of Supervisors. Please note that additional conditions may be added after all agency comments have been received, prior 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, Virginia Department of Transportation and Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four (4) as determined according to the Health Department operational permit issued for a two-bedroom dwelling in 1970 and repaired in 2009. In order for additional occupants to be considered an upgrade to the system shall be approved and an operational permit issued by the Health Department. The applicant shall then apply for a modification to this permit for the increased occupancy once the new system has been determined to be operational.

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 applicant shall meet the Code requirements of Section §180-15 for off-street parking with the number of spaces to be determined by the Zoning Administrator for Retreat Center events.
5. The north entrance off Gooney Manor Loop shall be the only entrance used by guests of the Short-Term Tourist Rental and Retreat Center, guests are prohibited from using the Rainbow Bridge Lane entrance which shall be limited only to the property owners and service vehicles.
6. The landscaping adjacent to the entrance shall be trimmed and pruned as needed to maintain site distance onto the state road and the entrance shall be identified with signage for guests only.
7. The site plan shall be reviewed by Planning staff and all regulations and conditions must be met prior to the issuance of a certificate of zoning for the business license.

Cc: Emilia Cirker and Mark Saunders, Applicants



To: Warren County Planning Commission
From: Emilia Cirker, Owner/Operator
Re: Statement of justification for 5865 Gooney Manor Loop, Bentonville, VA

To Chloe/Joe/Matt et.al:

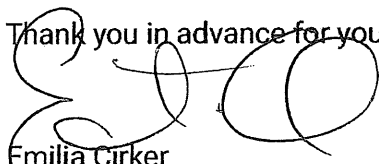
My name is Emilia Cirker, owner of 5865 Gooney Manor Loop, Bentonville, VA. With my unique and varied background as a chef, yogi, startup entrepreneur & wellness coach, I now share the same holistic lifestyle principals that have been the cornerstone of my personal wellbeing and professional success with individuals all over the world. While hosting wellness retreats globally has been so rewarding, my plan has always been to open a brick and mortar retreat center with my brother (fitness coach) in our beloved birth-place and home of Virginia. The moment we set foot onto this magical property, we knew it was the perfect oasis to bring our holistic retreat center to life. Simultaneously being able to protect, maintain and sustain the historic, lush and serene grounds from heavy commercial development is just icing on the proverbial cake.

Emilia Cirker (owner) and her brother and business partner, Mark Saunders, will live on the property bi weekly (app 50% of the year) to caretake the grounds & gardens and to host wellness retreats. Emilia's daughter and parents will live with them for 8 weeks through the summer and 4 weeks in the winter. The remainder of the year (less than 50%) will be split between 3rd party retreats and short term rental usage.

While we will market our property on sites like Airbnb for exposure, we won't function as the typical short term rental but similarly to their "luxury experience destination" with a holistic wellness focus. Our plan is to host intimate, unique and transformational retreats that offer a variety of life-enhancing workshops, classes and indoor and outdoor activities that reduce stress, increase mental focus, revive your senses, and strengthen your mind, body and spirit. By working with me and my team of experienced and licensed professionals to provide overall optimal wellness for our guests, surrounded by the magic of the blue ridge mountains, our hope is for all guests to leave feeling revived, transformed and equipped with the necessary tools to continue thriving long after they have left the Manor.

Please let me know if you have any other questions or need any other information from us at this time.

Thank you in advance for your consideration,



Emilia Cirker
571.205.0701

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: CUP2022-04-03
 Date Received: 3.16.2022
 Fee Amount: \$ 500.00 CUP + 1078
 Date Paid: 3.16.2022

Applicant Information:

Emilia Cirkor

Applicant Name

20636 Muddy Harbour Sq, Sterling, VA 20165

Address City State Zip

5865 Gooney Manor Loop, Bentonville, VA 22610

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

571.205.0701 emiliacirkor@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: 5865 Gooney Manor Loop, Bentonville, VA 22610
- (2) Election District: 504 South River, Election District
- (3) Tax Map Number: 44-12
- (4) Subdivision Name: Larry L Andrews et. al Division
- (5) Total Area of Property (acres): 3.9 acres
- (6) Total Area to be Used (acres): 3.9 acres
- (7) Total Road Frontage (feet): 505 ft
- (8) Depth of Property (feet): 355 ft
- (9) Present Zoning: Agriculture

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: retreat center and short term rental
- (2) Current land use and condition of site: Currently in renovation to comply with inspection, building code, septic, electric, etc. Will not be used until all inspections are passed.
- (3) Zoning of surrounding land/property: Agriculture
- (4) Will development be staged? ☒ Yes ☐ No
- (5) Construction Time: Main house and cottage to be completed by June 2022. Chicken coop to be completed as yoga/meditation accessory by Aug 15.
- (6) Season, days, and hours of operation: Emilia Cirker (owner) and her brother and business partner, Mark Saunders, will live on the property bi weekly (approx 50% of the year) to host wellness retreats. Emilia's daughter and parents will also live there for 8 weeks through the summer and 4 weeks in the winter. The remainder of the year (less than 50%) will be split between 3rd party retreats and short term rental usage.
- (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.)
Attached
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) Yes - Conditional use permit Renee O'Connell 2009-01-04 for Bed & Breakfast, approved March 17, 2009
- (9) Number of full time employees: 2
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: 10
- (12) Number of parking spaces to be provided: Regular 8 Handicap 2
- (13) What is the proposed landscaping and buffering for this property? Per inspection, invasive over-planting (trees and shrubs) have already been removed. There will be 2 large gardens in total being added this Spring + seasonal plantings and grounds landscaping. Planter benches will be installed along creek/house edge providing barrier. Shrubs will be installed on creek/street edge to provide buffering.

C. Plans Prepared By

Name: Emilia Cirker

Address: 20636 Muddy Harbour Sq, Sterling, VA 20165

Telephone Number: 5712050701

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?) _____
Daily trash & Debris will be disposed of weekly at the dump

(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. Noise emissions will be negligible and will adhere to Warren County noise ordinance

(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? Negligible

(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. _____
Landscaping lighting will be added in beds, gardens and pathways appx 40-80 watts. Pool and patio will also be lit sparingly

**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.**

Rte 649 to US-340S and Rte 622

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

3.16.2022

Date

Property Owner Signature

3.16.2022

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

Lord Fairfax Health District

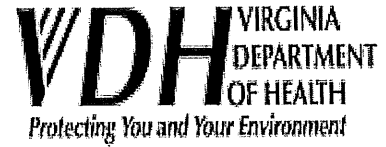
Warren County Health Department

465 West 15th Street, Suite 200

Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

www.vdh.virginia.gov



April 18, 2022

Mr. Matt Wendling, Deputy Planning Director / County Floodplain Manager
Warren County Planning and Zoning
220 N Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-02 & 2022-04-03
Owner: Emilia Cirker & Mark Saunders

Dear Mr. Wendling,

I have reviewed the request for comments regarding the property at 5865 Gooney Manor Loop, Bentonville, Virginia, in Warren County, (property identified on tax map # 44-12), and I offer the following comments:

1. The permit for a sewage disposal system was issued on March 05, 1970 with a record of inspection dated March 10, 1970. Another permit was issued June 01, 1981 with a record of inspection dated June 16, 1981. The system is designed to serve a 2 bedroom house with 4 occupants maximum.
2. A Repair permit was issued March 24, 2009 with an inspection dated March 24, 2009.
3. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
4. All trash and garbage shall be placed in containers with tight-fitting lids.
5. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
6. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
7. The sewage disposal system should be pumped if this has not been done in the last three to five years.
8. Do not connect any hot tub discharge to the sewage disposal system.

Lord Fairfax Health District

Warren County Health Department

465 West 15th Street, Suite 200

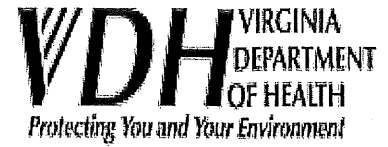
Front Royal, Virginia 22630

Tel. (540) 635-3159 ~ Fax (540) 635-9698

www.vdh.virginia.gov



LORD
FAIRFAX
HEALTH DISTRICT



Emilia Cirker & Mark Saunders

April 18, 2022

Page 2

The septic system is currently design for full time residency of no more than 4 occupants. This will allow short term rental as well as full time living as long as the number of occupants does not exceed 4 people. In order to consider using the property for a retreat center a private OSE/AOSE will need to be consulted to evaluate or design a new system for the proposed change of use. The owners can reach out to our office for more information.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

Greg Smith

Environmental Health Specialist

Matt Wendling

From: Smith, Gregory <gregory.smith@vdh.virginia.gov>
Sent: Wednesday, April 20, 2022 8:17 AM
To: Matt Wendling
Subject: Re: 44-12 Comment Requests

Matt,

There are so many ways that it can go as a retreat center and so many questions as to the plan to really say yes or no. We really just need to know the owners plan for the number of people coming through the facility and the septic will need to be designed accordingly. As long as they have a septic system that will accommodate their plan it will be fine. The current system will severely limit what they can do. An OSE can design a new system based on the planned use of the property. It might be best if the owners contact us to discuss the options. I can try calling her if thats best.

Thank you,

Greg Smith

Environmental Health Specialist
Warren County Health Department
465 West 15th Street, Suite 200
Front Royal, VA 22630
Direct: 540-551-8435
Office: 540-635-3159

On Tue, Apr 19, 2022 at 4:41 PM Matt Wendling <Mwendling@warrencountyva.net> wrote:

Thanks Greg,

I'll discuss this with the applicants to see what direction they want to go. Would they be allowed to have more for a retreat center that operated during the day?

Matt

Matt Wendling

Warren County Planning Department

Deputy Planning Director / County Floodplain Manager

220 N. Commerce Ave., Suite 400

Front Royal, VA 22630

(540)-636-3354

www.warrencountyva.net

<http://ecode360.com/9745479>

www.warrencountyva.net

From: Smith, Gregory <gregory.smith@vdh.virginia.gov>

Sent: Tuesday, April 19, 2022 4:26 PM

To: Matt Wendling <Mwendling@warrencountyva.net>; Chloe Phillips <cphillips@Warrencountyva.net>

Cc: emiliacirker@gmail.com; saunders.mark8@gmail.com

Subject: 44-12 Comment Requests

Please see the attached comments in response to the requests for tax map # 44-12.

Thank you,

Greg Smith

Environmental Health Specialist

Warren County Health Department

465 West 15th Street, Suite 200

Front Royal, VA 22630

Direct: 540-551-8435

Office: 540-635-3159

Matt Wendling

From: David Beahm
Sent: Friday, May 20, 2022 9:56 AM
To: Matt Wendling; Chase Lenz
Cc: Paula Fristoe
Subject: Request for Comments 2022-04-03 – Emilia Cirker and Mark Saunders – Conditional Use Permit for a Retreat Center – WCCUP-000172-2022

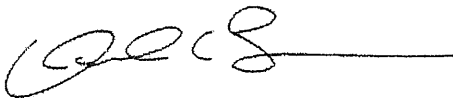
Comments 2022-04-03 – Emilia Cirker and Mark Saunders – Conditional Use Permit for a Retreat Center – WCCUP-000172-2022:

NOTE: Current permits issued are for a single-family dwelling (R-5) and not for this type of activity. Additional items will be required as indicated below.

- Erosion and Sediment Control (ESC) 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:
 - As indicated above, any work that has been permitted at this time has been for a single-family dwelling (R-5) only.
 - All building requirements are based on the Virginia Uniform Statewide Building Code (USBC).
 - This activity would require a Change of Use and Occupancy for the property given that all structures on the property originally where in the One- and Two-Family Dwelling (R-5) Classification or accessory to this classification.
 - The information provided indicates that a “chicken coop” is planned to be utilized for a portion of the activity being requested, this may present an issue meeting the USBC, but could possibly be achieved.
 - The information provided indicates that a pool is located on the property and while it may meet the requirements for personal use (such as would be for a single-family dwelling) it may create some obstacles for use during these activities. It would need to be fully evaluated to determine if it meets the USBC.
 - While these items that are listed need to be fully reviewed, the code would allow the activity as long as it is done in accordance with the USBC.

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

Respectfully,



David C. Beahm, CBO
Building Official

Warren County Building Inspections

220 North Commerce A
Suit
Front Royal, VA 2

Emily Ciarrocchi

From: James Sylvester <jamesesylvester@gmail.com>
Sent: Tuesday, May 10, 2022 10:03 AM
To: Emily Ciarrocchi
Cc: Matt Wendling; Debbie Sylvester
Subject: RE: Seeking Retreat Center Docs

Emily,

It's likely too late to weigh in on Emilia Cirker and Mark Saunders' CUP application, but both Debbie and I support the application going forward.

Debbie and James Sylvester
3100 Gooney Manor Loop
Bentonville, VA 22610
540 636-7565

From: Jim Sylvester <jamesesylvester@gmail.com>
Sent: Friday, May 6, 2022 4:09 PM
To: Matt Wendling <Mwendling@warrencountyva.net>
Subject: Re: Seeking Retreat Center Docs

Got it. Thanks. I'll give it a read.

Jim

On Fri, May 6, 2022 at 3:09 PM Matt Wendling <Mwendling@warrencountyva.net> wrote:

Hey Jim,

Here are the staff reports, applications and Statement of Justification for the Emilia Cirker and Mark Saunders CUP application, hopefully this will provide you with sufficient information regarding the land-uses.

Have a great weekend,

Matt

Matt Wendling
Warren County Planning Department
Planning Director / County Floodplain Manager
220 N. Commerce Ave., Suite 400
Front Royal, VA 22630
(540)-636-3354
www.warrencountyva.net
<http://ecode360.com/9745479>
www.warrengis.org

Matt Wendling

From: David Jenkins <davidjenkins930@icloud.com>
Sent: Tuesday, May 10, 2022 9:06 PM
To: Matt Wendling; planning
Subject: 5865 Gooney Manor Loop

Matt Wendling,

Hi my name is David Jenkins me and my family reside at 511 Fetchett Road Browntown Va. i am sending this email in support of the the Conditional use Permit for a retreat center located at 5865 Gooney Manor Loop in Browntown VA. I feel that it will be a huge asset to our community and the surrounding area

Thank you and have a blessed day
David Jenkins



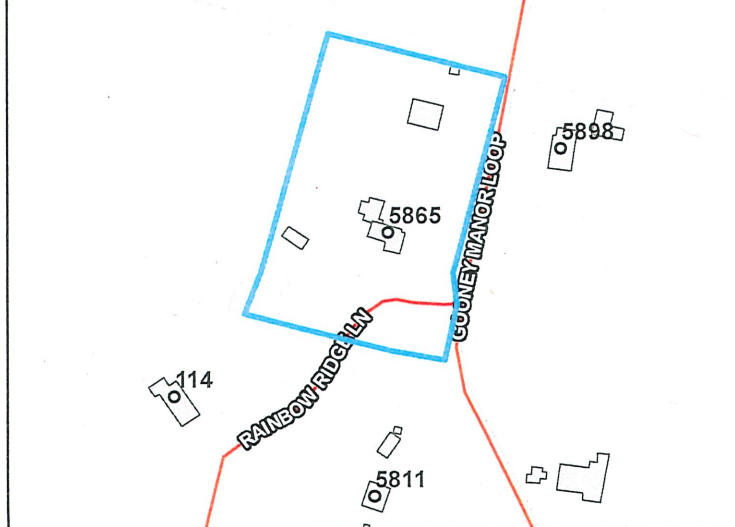
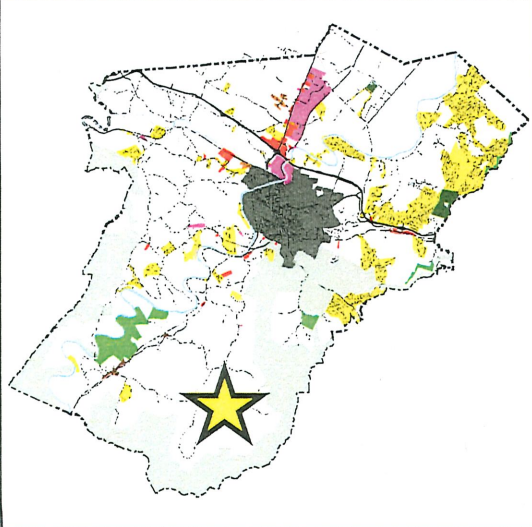
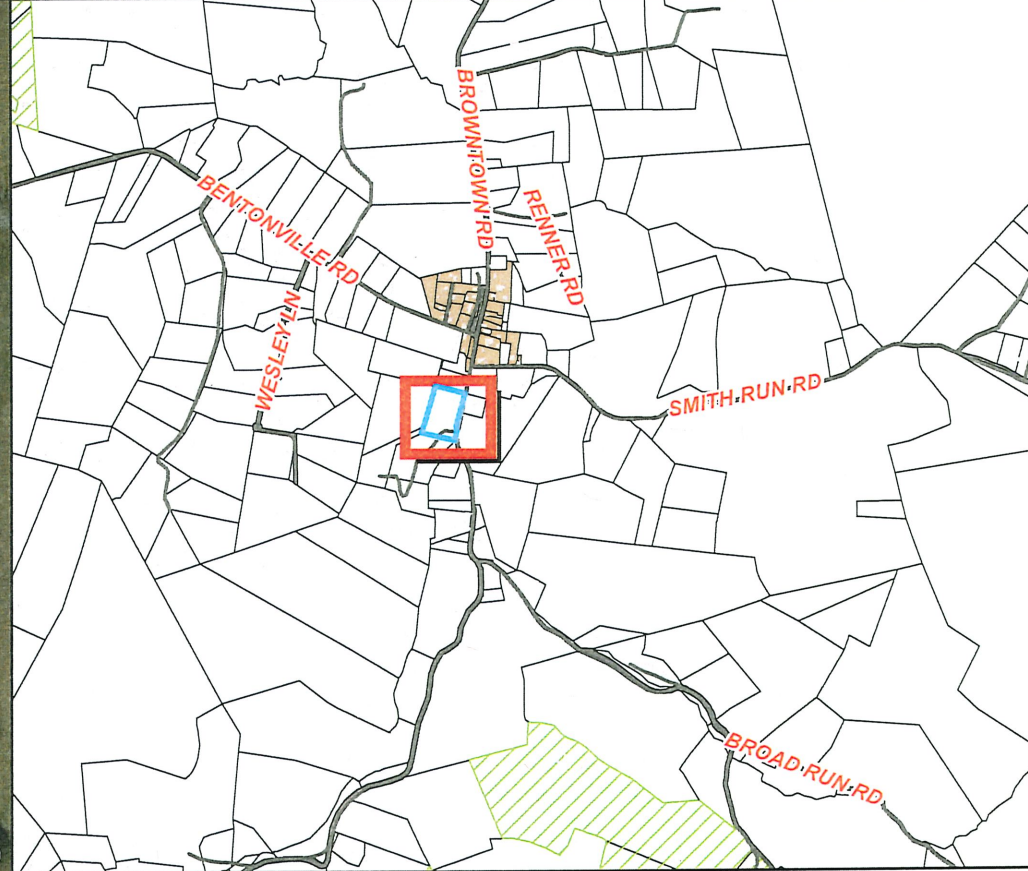
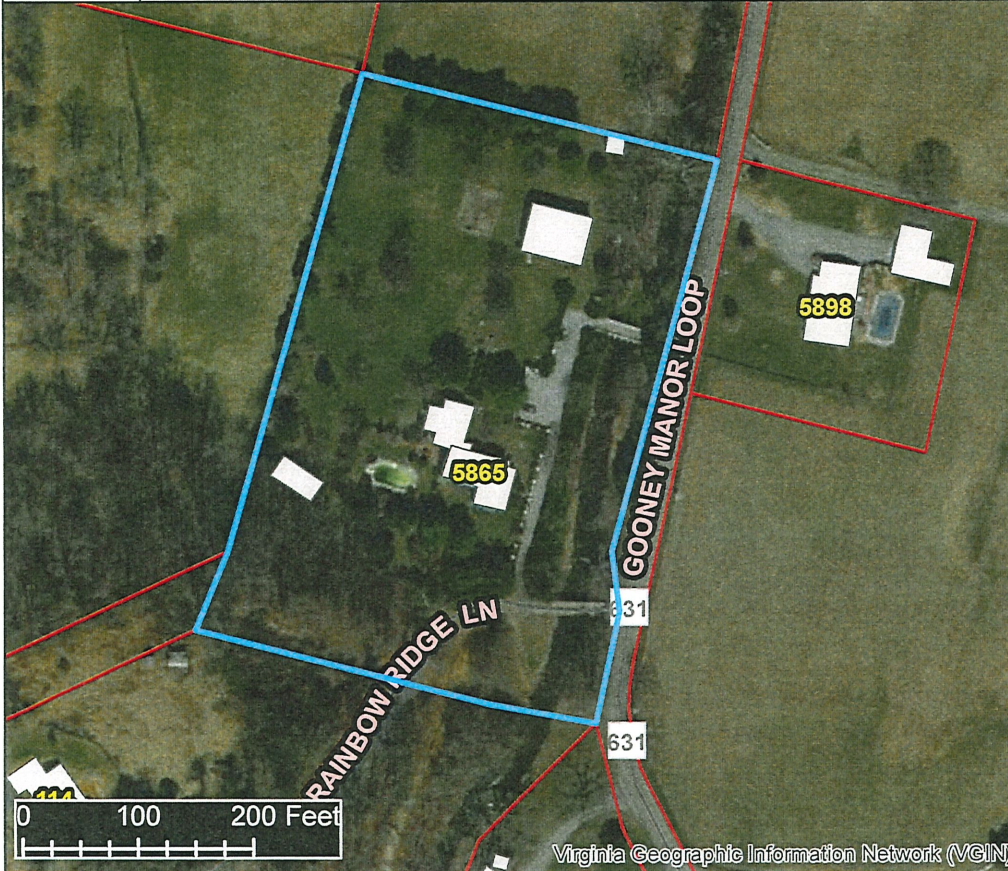
Warren County VA

CUP Location Map



Short Term Tourist Rental & Retreat Center
Applicants: Emilia Cirker & Mark Saunders

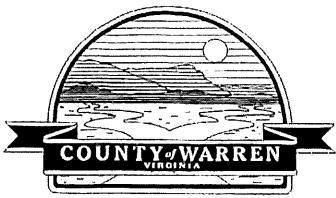
TM 44-12
5868 Gooney Manor Loop



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	N-12	Conditional Use Permit #2022-04-04 Vanessa Portillo (Destin Consulting, LLC) <i>Short-Term Tourist Rental</i>

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, May 11, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that the following conditions should be applied:

1. The applicant shall comply with all Warren County Health Department, Warren County Building Inspections, and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed four as determined according to the Health Department permit for a two-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 on the state road shall be prohibited.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Vanessa Portillo (Destin Consulting, LLC) for a Short-Term Tourist Rental with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Vanessa Portillo (Destin Consulting, LLC) for a Short-Term Tourist Rental.

SUBMITTED BY: Chase Lenz, Zoning Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (Describe)	PROCESSED BY:
---	---	----------------------



Conditional Use Permit: 2022-04-04 / Short-Term Tourist Rental

Vanessa Portillo, *Current Owner/Applicant*

Prepared: March 24, 2022

Staff Contact: Chase Lenz, Zoning Administrator

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental for the property she purchased in May of 2021. Ms. Portillo fell in love with the property during her first visit. Upon hearing some of the stories and learning the history of the farmhouse, she was determined to give it a second chance. She would like to share the peace and serenity the home brings her with visitors to the Shenandoah Valley area by making it available for short-term rentals when her family is away for unexpected events, soccer tournaments, and ballet recitals. With over 7 years of experience as a real estate agent, Ms. Portillo will manage the property and guest vetting process personally with assistance from two neighbors for immediate response to any complaints, emergency maintenance, and trash removal when she is unavailable.

PROPERTY INFORMATION

Property Location: 806 Esteppe Road
Tax Map ID: 19-----68A
Magisterial District: Fork
Subdivision: N/A
Dwelling

City: Front Royal
Zoning: Agricultural (A)
Acres: 2.174 Acres
Existing Land Use: Single Family

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)
South: Agricultural (A)
East: Agricultural (A)
West: Agricultural (A)

Use: Single Family Dwelling
Use: Single Family Dwelling
Use: Single Family Dwelling
Use: Single Family Dwelling

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. No Zoning Violations have been recorded for the property.



COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural and residential land uses. A short-term tourist rental is a use allowed by conditional use permit in the Agricultural 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. **There is a Health Department permit on file approving four (4) occupants for the dwelling. Warren County Assessment data lists two (2) bedrooms in the dwelling.**
- 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 rights-of-way and in yards. **There is sufficient parking for at least four 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 will be fenced and cypress trees will be planted for additional screening and privacy.**
- 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 has been submitted for review. The applicant will manage the property personally with assistance from two neighbors for emergency maintenance, cleaning, or trash removal when she is not available.**
- 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 a subdivision regulated by an HOA or 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. **The dwelling meets the setback requirement to adjacent single-family dwellings. The closest dwelling is 160' to the north.**

RECOMMENDED CONDITIONS

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

1. The applicant shall comply with all Warren County Health Department, 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 permit for a two-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 on the state road shall be prohibited.

Cc: Vanessa Portillo – Owner/Applicant

Dear Warren County Board,

I thank you for your time and consideration. When I first found this property and had the opportunity to see it, I fell in love. I didn't want to tear it down and build a new home, but instead give it a second opportunity. I am all about giving second chances. I love history, the meaning behind the home, and I wanted to keep it. I love the stories that I have heard about Esteppe Road, and how much this home means to so many around the area. I love the home for its history, charm, the land, the views, and the serenity it gives me. I have fallen in love with Front Royal for quite some time, my family and I love driving through skyline drive, tubing in the Shenandoah River, explore the caverns, swim in the swimming hole, and enjoy the peace it gives us when we just sit and stare the many valleys around. I would love to share some of this peace and serenity this home gives me by offering it as short-term rental. It wouldn't be much, since we would be staying in this house for most of the time, but for those unexpected events, balls games, soccer tournaments, ballet recitals that would prevent us from driving to front royal and spending our time in our cozy farmhouse, I wouldn't mind sharing the home with some citizens. I would like my farmhouse to bring people to the area and get to experience Front Royal. Having this additional property available as a short tern place, would bring families to our Front Royal city and invest in our town's businesses and find a place of tranquility.

I am a real estate agent with over 7 years of experience, and I will be in charge of managing this home. With my experience I know how to vet citizens so we wouldn't have issues at the property nor to disturb neighboring properties. Due to our established relationships close by, I have assigned partners that will respond immediately to complaints, clean up garbage if any, and any other things that could possibly come up.

Thank you for this opportunity to present 806 Esteppe Road property to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vanessa Portillo', with a long horizontal flourish extending to the right.

Vanessa Portillo

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-04-04
 Date Received: 3/11/2022
 Fee Amount: \$ 500.00
 Date Paid: 3/11/2022 Check # 1997

Applicant Information:

Vanessa Portillo
 Applicant Name

806 Esteppe Rd, Front Royal, VA 22360
 Address City State Zip

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

571-337-0101 Vanessa.realtyreign@yahoo.com
 Primary Contact Number Email

Property Owner (if same as applicant, leave blank)

10501 Moonglow Ct Manassas, VA 20112
 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: 806 Esteppe Rd, Front Royal, VA
- (2) Election District: Fork
- (3) Tax Map Number: 19-68A
- (4) Subdivision Name: N/A
- (5) Total Area of Property (acres): 2.17
- (6) Total Area to be Used (acres): 2.17
- (7) Total Road Frontage (feet): 315 feet
- (8) Depth of Property (feet): 330 feet
- (9) Present Zoning: A

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: Agriculture
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: N/A
- (6) Season, days, and hours of operation: year round
- (7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) NO
- (9) Number of full time employees: N/A
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: 4-6
- (12) Number of parking spaces to be provided: Regular X 4 Handicap _____
- (13) What is the proposed landscaping and buffering for this property? Fence along the entire property. Wooded to the rear. Will plant cypress trees for privacy.

C. Plans Prepared By - provide siteplan

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?) _____

N/A

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

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

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

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

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

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

**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 1/2 x 11 size paper.

☐ **A Site Plan/Survey.**

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

☐ **Sewage Disposal and Well Site.**

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

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

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

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

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

☐ **Environmental and Community Impact Statements** N/A

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

☐ **List of chemicals stored on the site** N/A

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

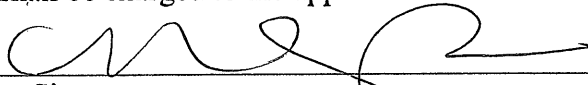
☐ **Location Map**

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

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

Right onto N. Royal Avenue, Left onto W 6th St,
slight right onto Kendrick lane, Right N shenandoan Ave
turn left onto Quadrant Rd, slight left w. Strasburg
Rd, Left Runt Run Rd, Right Kendrick Ford Rd,
left Esteppe Rd, 806 Esteppe Rd on Right

I/we the undersigned, do hereby respectfully agree to comply with any conditions required by the Board of Supervisors of the County of Warren, Virginia, and authorize the County personnel to go upon the property for the purpose of making site inspections. Expenses incurred in securing professional assistance in connection with the review of this application for a Conditional Use Permit, shall be charged to the applicant.


Applicant Signature 3/11/2022
Date


Property Owner Signature 3/11/2022
Date

Accepted by: Chase Lenny Date: 3/11/2022

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

806 Esteppe Road
Property Management Plan

How will the short-term tourist rental will be managed?

I Vanessa Portillo, the owner of the home will manage the property.

How the impact on neighboring properties will be minimized?

The property will be fenced, and cyprus trees will be planted to create additional privacy. The property won't be rented all year, it's for only times when we can't stay at the property ourselves. For the occasional times that someone does stay, I will run a detail process to vest the customer staying.

Local point of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants, utlity issues.

Cristina Ortiz 703-389-5110

Ernesto Vasquez 571-641-1441



Property Management Plan

**806 Esteppe Rd
Front Royal, VA 22630**

CHECK-IN & CHECK-OUT:

Prescreens of guests will be conducted through an online platform as well as direct communication with host of the property. Through this online platform we will describe property limit number of guests, what the home features, price, and nearby attractions. Once pre-screens have been completed and host accepts reservation request, guests will receive a greeting email that includes host's property address, expected behavior, host rules and care of property during the guests occupancy. A day prior to check in guest will receive a lockbox code for the main gate and house. Inside the property there will be white binder; a guidebook, which includes a picture of the property, history on the home, host rules, property rules, emergency contact info, area detail, local businesses recommendations, internet access, neighborhood rules, travel brochures, area guided maps instructions, and how to use the hot tub.

OCCUPANCY

The Conditional Use Permit and Health Department records limit the occupancy for this short-term rental at (4) people and (2) Bedrooms.

WIFI/PHONE

Property has free internet access for all guests. Our welcome email and property guidebook will provide log in information. We have comcast service in the property and both Wi-Fi and cell service is good.

IN CASE OF AN EMERGENCY

Our welcome email and property guide book will provide details in case of an emergency or if guests have questions regards to the property.

For emergency or questions, guests can contact Vanessa Portillo at 571-337-0101 or 571-389-2938. For situations that require immediate assistance please contact 911.

Warren County Sheriff's Department: 540-636-7100 or 911, 200 Skyline Vista Drive, Front Royal, Va 22630

Warren County Fire & Rescue: 540-636-3830 or 911, 200 Skyline Vista Drive, Front Royal, VA 22630

**Neighboring Fire Department: Fortsmouth Vol Fire Department 53 Lower Valley Rd,
Strasburg, VA 22657**
**North Warren Volunteer Fire & Rescue 266 Rockland Rd,
Front Royal, VA 22630**

**Warren Memorial Hospital: 540-636-0300 or 911, 100 N. Shenandoah Ave, Front Royal,
VA 22630**

Electrical Outage: Rappahannock Electric Cooperative at 800-552-3904.

Emergency Evacuation:

Left on Esteppe Rd.

Turn Right onto Punch Run Rd

Right on Strasburg Rd

Merge right onto Quadrant Rd

Turn left at the light US-340 N/US-522 N

Turn right and merge onto interstate 66 East

NOISE

Prohibited Noise Generally – Warren County

It shall be a violation of this chapter for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

PARKING

Parking is limited to 4 (4) cars in the driveway. Under no circumstances should cars park along the roadway or on the grass.

TRASH AND RECYCLING

All trash and recycling shall be placed in containers provided by the owner. Owner and cleaning team to pick up guests trash on a routine bases; no outdoor trash will be permitted.

SPECIFIC PROPERTY Details

Property will be inspected by ownership and cleaning team. It is the owners best interest to maintain this home in excellent condition as they have so much love for the home and community.

House amenities would include a fully-stock kitchen, beds and fresh linen service, a washer/dryer, and fully furnished living spaces. The home was recently re-built in 2021. The home has new electrical panel, home completely re-wired, new HVAC system, new kitchen, new water softener and

filtration system, new insulation, new windows and in working order, new second floor, and new roof. The home is equipped with smoke detectors, carbon monoxide alarm and two fire extinguishers.

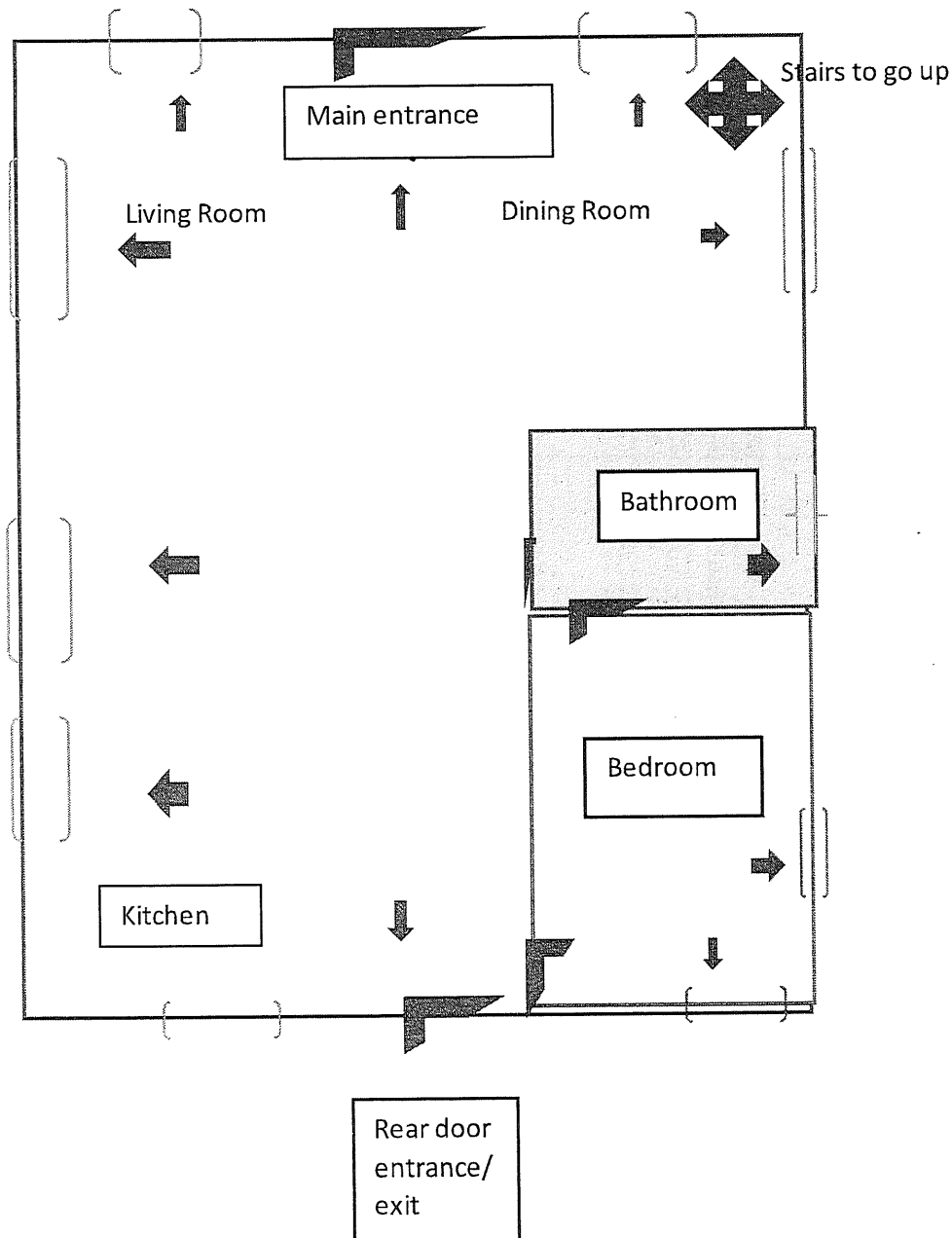
Exterior: The property was recently fenced (February 2022) and it has a lock to open the gate and enter the property land.

Specific Property Regulations

- No pets
- No loud or amplified music
- No unattended fires
- No outdoor trash storage
- No candles
- No smoking indoors
- No unauthorized guests
- Parking in designated areas only
- No fireworks
- No firearms permitted
- No ATVs

ATTACHMENTS:

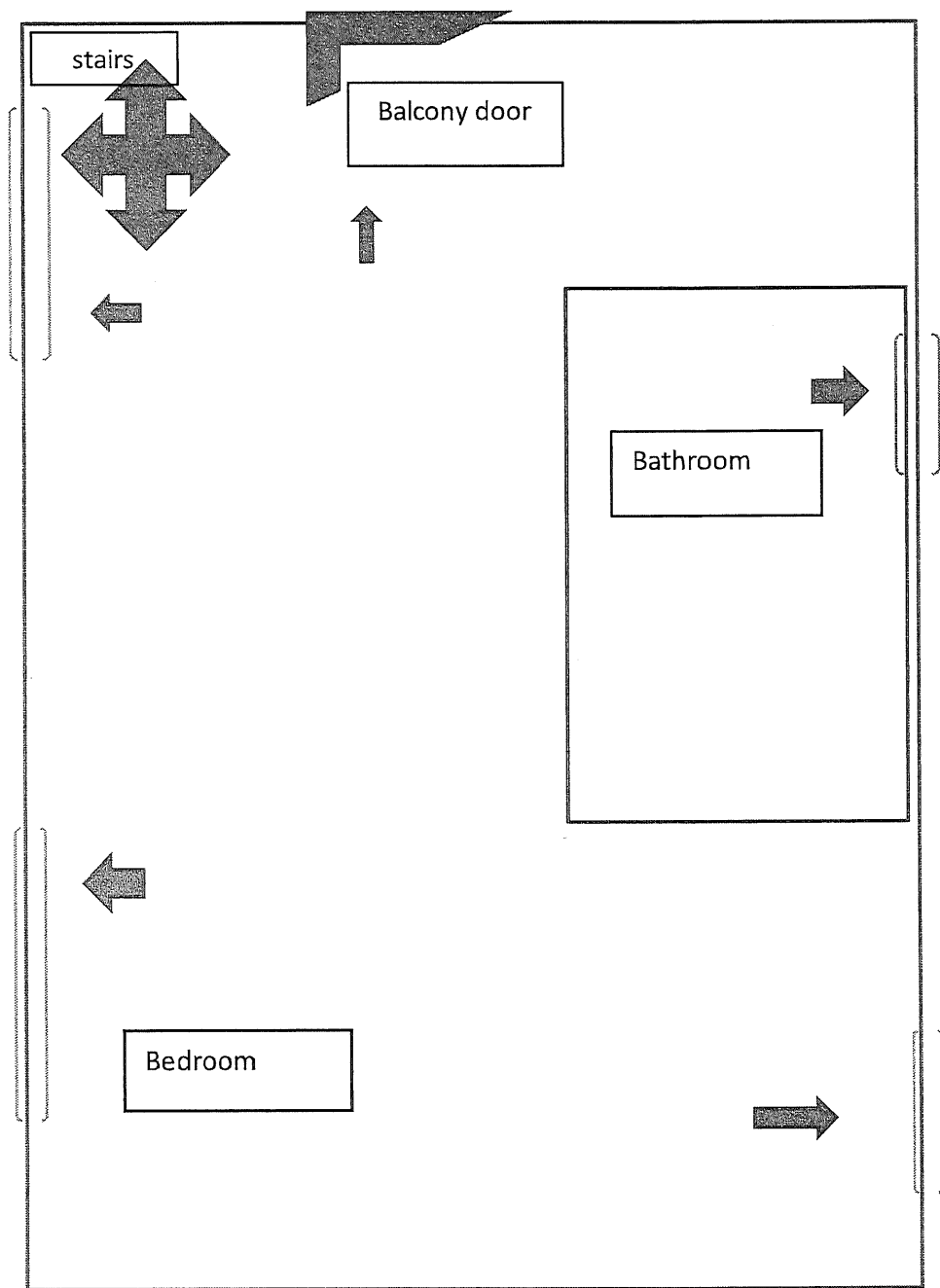
DWELLING EVACUATION PLAN



806 Esteppe Road
Front Royal, VA
Fire Evacuation Plan

Main Level: Two Exit doors. Main entrance and rear door, near kitchen.

10 Windows. 4 in living and dining room. 3 in Kitchen. 1 in main level bath. 2 in main level bedroom.



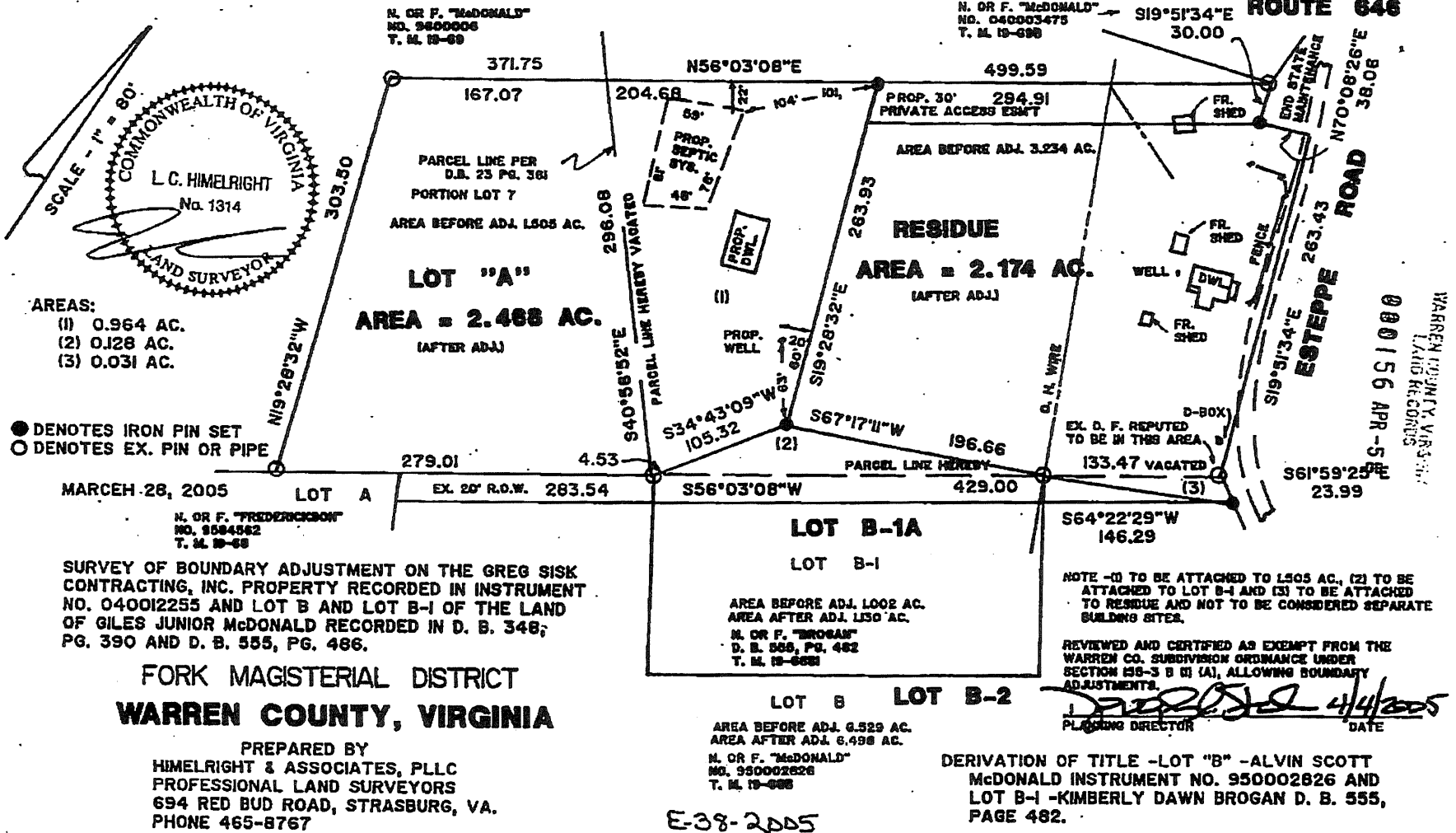
Stairs



Exit Door



Windows



FORK MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

PREPARED BY
HIMELRIGHT & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
694 RED BUD ROAD, STRASBURG, VA.
PHONE 465-8767

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



April 13, 2022

Mr. Chase Lenz, Zoning Administrator
Warren County Planning and Zoning
220 N Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-04
Owner: Vanessa Portillo

Dear Mr. Petty,

I have reviewed the request for comments regarding the property at 806 Esteppe Rd, Front Royal, Virginia, in Warren County, (property identified on tax map # 19-68A), and I offer the following comments:

1. The permit for a sewage disposal system was issued on October 18, 1977 with a record of inspection dated April 11, 1978. The system is designed to serve a 2-bedroom home with 4 occupants maximum. An operation permit was issued March 7, 1990.
2. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
3. All trash and garbage shall be placed in containers with tight-fitting lids.
4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
5. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
7. Do not connect any hot tub discharge to the sewage disposal system.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

Greg Smith
Environmental Health Specialist

Chase Lenz

From: David Beahm
Sent: Thursday, May 19, 2022 4:49 PM
To: Matt Wendling; Chase Lenz
Cc: Paula Fristoe
Subject: Request for Comments 2022-04-04 – Vanessa Portillo – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000173-2022

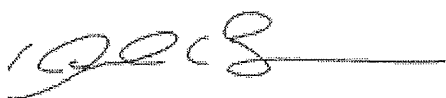
Follow Up Flag: Follow up
Flag Status: Flagged

Comments 2022-04-04 – Vanessa Portillo – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000173-2022:

- 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 “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 it as a short-term rental.
 - Given the timeframe that the structure was originally built it may not 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,



David C. Beahm, CBO
Building Official

Warren County Building Inspection

220 North Commerce Street

Front Royal, VA

540

FAX 540

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.

RE: cup2022-04-04 Short Term Rental-806 Esteppe Rd.

Joe Petty <jpetty@warrencountyva.net>

Wed 5/11/2022 12:55 PM

To: Ashleigh Reddle <ashleighreddle@gmail.com>

Cc: Chase Lenz <clenz@Warrencountyva.net>; Matt Wendling <Mwendling@warrencountyva.net>

 2 attachments (9 MB)

unkeptyard2.jpg; unkeptyard1.jpg;

Good afternoon

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on May 11, 2022.

Joseph "Joe" Petty

Director of Economic Development

Phone: (540) 636-3354

From: Ashleigh Reddle <ashleighreddle@gmail.com>

Sent: Wednesday, May 11, 2022 12:47 PM

To: planning <planning@warrencountyva.gov>; Joe Petty <jpetty@warrencountyva.net>

Subject: cup2022-04-04 Short Term Rental-806 Esteppe Rd.

To the Members of the Warren County Planning Commission,

My name is Asheigh King, my husband, Tracey King and I would like to voice our concerns regarding the proposed short term rental at 806 Esteppe Rd., Front Royal, VA. First and foremost, we feel that we have been lied to by the new owners, Vanessa Portillo and her husband who we have only briefly met since they took ownership. We were told that they were going to fence in the property and buy chickens, and livestock to raise there which would have been completely fine with us. They seemed like a nice family and have children around the same age as our children. We even gave them an animal shelter to get them started. We have now found out that they have no intention of living in the home or raising their family or animals there. Instead we now know that they are investors that flip houses and rent them as short term rentals. They own 4 companies out of their Manassas residence.... Doesn't appear to us that they ever had any intentions of occupying this house themselves. Secondly, their plan to maintain the house and property is already failing as their grass is nearly a foot tall. Please see attached photos. Also, the people they have listed as contacts in case of complaints or issues with renters do not seem like the most reliable people. Last summer the gentleman listed got drunk and fell off the second floor balcony. My husband went over to see if he was ok and he was but had obviously been up drinking all night. Not exactly the type of people we want in our quiet neighborhood. This neighborhood is filled with families that were either born here (some in the very house in question), have lived here for decades or have recently moved to the area to raise their children in a safe, quiet neighborhood where the kids can play in the street and their parents have peace of mind knowing that we all look out for each other. We are not at all comfortable with random people occupying the house next to ours. Please take our concerns to heart and vote NO for this short term rental. There are too many local families looking for affordable, long-term rentals. We would much prefer having a family that we could get to know occupying that house.

Sincerely,

The Kings

834 Esteppe Rd.

Front Royal, VA 22630

RE: cup2022-04-04 SHORT TERM RENTAL * 806 ESTEPPE RD *

Joe Petty <jpetty@warrencountyva.net>

Wed 5/11/2022 9:24 AM

To: Connie C <caconnolly5673@gmail.com>

Cc: Chase Lenz <clenz@Warrencountyva.net>; Matt Wendling <Mwendling@warrencountyva.net>

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on May 11, 2022.

Joseph "Joe" Petty

Director of Economic Development

Phone: (540) 636-3354

From: Connie C <caconnolly5673@gmail.com>

Sent: Wednesday, May 11, 2022 9:13 AM

To: Joe Petty <jpetty@warrencountyva.net>

Subject: cup2022-04-04 SHORT TERM RENTAL * 806 ESTEPPE RD *

Good morning!

I am sorry to be sending my email at the last minute, but I wanted to express my opposition to a possible "short term rental" on Esteppe Rd. There are NUMEROUS reasons I, along with the majority of the neighborhood, are against it, but my main reasons are:

- 1) It is a quiet, family-oriented neighborhood. There are almost 20 children who play on that road. Everyone who lives there knows them & watches out for them. We do NOT need random strangers coming in & out of there. IF this "short-term rental" passes, are the homeowners going to run a background check on each person they bring in there? We don't want possible predators to have "easy access" to our children.
- 2) The families who live in close proximity to the house should NOT be subjected to random people coming in & out and the potential disruption to the peace & quiet that was a draw for many homeowners there to begin with!
- 3) That area is zoned agricultural & residential. It's NOT a secluded cabin. There is NO river access there. There are NO hiking trails there. There's no river access or hiking trails even within walking distance of there!
- 4) This is a possible front for a halfway house of illegal immigrants. It was/is a problem they faced in Manassas & now they're trying to do it to FR. There's also the potential that this brings more drugs into FR b/c who'd EVER suspect something going on in a little house in a quiet neighborhood outside of FR.

I won't waste any more of your time because I could argue against this all day. Our neighborhood has been a nice, peaceful, SAFE place for YEARS & it's not fair to those of us who've been there to disrupt that for some greedy, non-Warren County residents who contribute NOTHING to the community. They don't care about Front Royal, our neighborhood or any of the people this will affect.

Sincerely,
Connie A. Connolly

Re: 806 Esteppe Road Conditional Use Permit

To Chase Lenz <clenz@warrencountyva.net>

To: Warren County Planning Commission 9 May 2022

Objections against Conditional Use Permit for short term tourist rental of property at 806 Esteppe Rd.

Security and Safety;

This property is adjacent to an active school bus-stop and turn around. Once left off from the school bus the children must walk directly past the address where unknown transits may be. There are many children who live in this area.

Further, Esteppe Rd is a *neighborhood* of trusted residences. As such, neighbors are able to be comfortable with their own property and safety. The neighbors tend to know each other by sight and their vehicles and as good neighbors are alert to strangers in the area. Allowing transients will remove this security and freedom from the neighborhood.

Persons of any residential neighborhood should not have to start considering security and alarm systems for their property that could possibly be threatened by tourist rentals.

One neighbor expressed that she's alone a fair bit, and I has a very distinct car, it makes her nervous not knowing who it is in the house any week.

Vetting transients and making rules are not effective. As experienced as recently as this past Easter in Pittsburgh "two people—both of whom were juveniles—were killed and nine others were injured at party in a Pittsburgh Airbnb early Easter Sunday." Per Newsweek by Andrew Stanton and the Gwinnett Daily Post – see link

https://www.gwinnettdaily.com/news/more-than-90-shots-were-fired-at-a-party-in-pittsburgh-killing-two-young-people/article_c3c3e6f5-e64c-5037-a253-db95a0d67820.html

Regardless, there is no assurance that occupying "tourists" will be sufficiently vetted even if it were to include;

A secure, online platform to pre-screen all individuals through 3rd party ID verification

A second picture ID verification to verify the individual's identity against public records

A criminal background check

The OFAC list is checked which includes terrorist designations

The National Sex Offenders Registry is checked

Individuals with criminal convictions or disallowed from using on line booking platforms

In the application, there is a requirement of contact "to respond immediately to complaints". Two phone numbers are listed. Neither area code 703 nor 571 are close enough to enable immediate response to anything in Warren County.

The short term rental of this property, contrary to the applicant's contention will have NO meaningful benefit to the community. There is no river access, there are no hiking trails nearby, the entrance to Shenandoah National Park and Skyline drive is 20 min away. There are multitudes of other camping and rental options available and already over 100 other short term tourist rentals in Warren County. Esteppe Rd is not a tourist destination.

The applicant states how much this home means to so many of the community. She has "fallen in love" with the history and meaning of the home. Those things that she states she especially loves are the same things the neighborhood loves. These are home and hearth values and not something that a tourist will share.

It doesn't make sense that someone who says what they value most about anything are the exact thing they will take away.

The residents of Esteppe Rd do truly love their rural life and security of living among people they know and have actual personal contact and commitment to their neighbors.

Please review this matter and do not approve the introduction of "tourists" to our Esteppe Rd community and deny this Conditional Use Permit.

Jerome Parz
773 Esteppe Rd.
Front Royal, VA 22630
917-335-4390

On 05/11/2022 11:52 AM Chase Lenz <clenz@warrencountyva.net> wrote:

Good morning Mr. Parz,

You may email any comments you have for the proposed conditional use permit for 806 Esteppe Road directly to me.

Thank you,

Chase Lenz

Zoning Administrator
Warren County Planning Department
220 North Commerce Ave., Suite 400
Front Royal, VA 22630
Phone: (540) 636-3354
Fax: (540) 636-4698
www.warrencountyva.net
[Warren County Zoning Code](#)
[Zoning Setbacks](#)
[Warren County GIS](#)

RE: cup2202-04-04 Short Term Rental 806 Esteppe Rd

Joe Petty <jpetty@warrencountyva.net>

Tue 5/10/2022 8:49 AM

To: Danielle Schetrompf <danielle.barnhar@gmail.com>

Cc: Chase Lenz <clenz@Warrencountyva.net>; Matt Wendling <Mwendling@warrencountyva.net>

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on May 11, 2022.

Joseph "Joe" Petty

Director of Economic Development

Phone: (540) 636-3354

From: Danielle Schetrompf <danielle.barnhar@gmail.com>

Sent: Tuesday, May 10, 2022 8:28 AM

To: Joe Petty <jpetty@warrencountyva.net>

Subject: cup2202-04-04 Short Term Rental 806 Esteppe Rd

Good Morning,

I just wanted to write in a letter in case I'm not able to make the meeting tomorrow; I live a few houses down from this home that is trying to become a short term rental and wanted to voice my feelings on the matter.

I am strongly against it.

There is only one way into and out of my house and it's by passing this home which has fences on either side of the road; if this road is ever blocked I will not be able to enter or exit the property. If I'm needing to leave because of something going on at that property you see that it may be a concern that I can pass through. I am also left home alone as I am able to WFH most days and travel only one day to DC. My husband travels a lot through the week leaving me to myself. I'm not nervous about being alone as we have a great community here and I know most of my neighbors and we all trust one another since we are all living with each other. However, if there is new people in and out of the house at the beginning of the lane, I don't know them, and they do not do background checks. You can do a quick google search and come up with many articles about the lack of safety to neighbors because of this. Having different people coming from who knows where, is a huge safety concern for myself. In addition, I have a nice and very bright sports car, if the wrong person renting this house see's me drive by and follows me thinking I have money (HA its all in that car and the house!) and tries to rob me at the very least this is concerning too.

Short term rentals are also becoming a quick bane to our economy as they are costing jobs not creating them, along with making home prices skyrocket. I know we want people to see our beautiful town and spend money in it, but wouldn't it be a better option to have some businesses that come in and create something like a cabin community just for short term rentals? Instead of outpricing people so they can't live here anymore we should be trying to take back control from

this and create actual rental communities where the guests can be separate from the neighbors and not causing those neighbors safety concerns.

I bought my house in this community because it was safe and didn't have rentals nearby. I want to continue to feel safe in my home.

Also, what about noise complaints? If they are just having some friends come over to talk to the renters how does that work when you have someone who is intoxicated and angry? Do we have to keep burdening the local sheriff's to come out and constantly deal with this? We live here, we sleep here, and we should feel safe here. We shouldn't have to deal with a party or the threat of parties and intoxicated people at the top of our driveway! I'm also worried as I see an atv parked at the house, is this going to be left, or are the people renting going to be encouraged to bring their atv's to ride around the neighborhood? It's annoying enough when I'm WFH and the local kids are going back and forth playing BUT they know where they can ride and where they can't. They also aren't on them first thing in the morning, and late at night. If short term renters come in, they aren't going to care about the noise they are causing the neighbors to listen to, nor are they going to respect the roads and land and not tear into them. I honestly think that because of the noise this house will become a nuisance to the local sheriff office in having to respond. The renters may be on vacation and can have themselves a little party on Tuesday night, but the rest of us live here and need to sleep and not worry about drunk people wandering around into our yards.

My husband and I do not have children, but we have been told that if we do, that is where the bus stop is. I know the facts on stranger danger, but still I find it hard to put aside fears when you have THAT many different strangers coming into the neighborhood and sitting right at the bus stop. Because again, they don't do background checks.

The fact that they are trying to say that it's just when they have to go and do something out of town and it's not that often seems to be made up as well. When I go past this house, there is NEVER anyone home. The yard is grown up and they have a service come by here and there to take care of it. There is no way there are people living there full time and just renting it when they "go out of town for a ball game". This is going to be a rental that is 7 days a week.

Please I ask that you think about this being a house that is RIGHT next door to you and how you would honestly feel about having that many strangers coming and going. Think of leaving your wives, and children alone next to this house and tell me you wouldn't be concerned?

Thank you for your time in reading my thoughts.

Thanks,
Danielle Schetrompf
62 Cedar Mountain Lane

RE: Subject: cup2022-04-04 Short Term Rental 806 Esteppe Rd

Joe Petty <jpetty@warrencountyva.net>

Wed 5/11/2022 9:23 AM

To: Laura <osiyounalii@gmail.com>

Cc: Chase Lenz <clenz@Warrencountyva.net>; Matt Wendling <Mwendling@warrencountyva.net>

Good morning:

Thank you for your email, it will be attached to the file for the upcoming Planning Commission public hearing on May 11, 2022.

Joseph "Joe" Petty

Director of Economic Development

Phone: (540) 636-3354

From: Laura <osiyounalii@gmail.com>

Sent: Wednesday, May 11, 2022 1:12 AM

To: Joe Petty <jpetty@warrencountyva.net>

Subject: Subject: cup2022-04-04 Short Term Rental 806 Esteppe Rd

Subject: cup2022-04-04 Short Term Rental 806 Esteppe Rd

To: The Warren County Planning Commission and The Warren County Board of Supervisors

Date: 11 May 2022 Hearing

(540-636-3354)

I have no idea what I'm supposed to write in this, I suppose it's whatever I think in an effort to impress upon you my position, so that is what I'll attempt. I apologize if my format is askew and potentially lengthy, I've never had to write such a note before.

As someone that owns a home on Esteppe Road, I am completely opposed and fully **object to rezoning this area**, providing a special use permit, or whatever language is used to allow short term rentals.

A short-term rental is really just a commercial property, zoned like a hotel or motel but with no one present to oversee or control its use. In effect, the owners force those that live nearby to assist in the management by facilitating remedy for issues in their absence – most likely without remuneration and most likely without remedy – and in our neighborhood of Esteppe Rd., without concurrence.

As you likely now know, Esteppe Rd. is a hidden gem. It's a small rural community on a dead end road with a little offshoot road and a lot of old time flavor. However, it is not a tourist attraction. The home referenced is located on a private road that is only for through egress and the home is physically situated just at the precipice of said road. What sort of people will want to rent this small home with the porch mere feet away from the road? I don't want tourists but if that was my only argument – this clearly is not a tourist attraction. You're facing a wire fence. They did do a nice job fixing the place up from the outside, with the tiny Juliet balcony that should have been an early giveaway of their intent, but it's still not a tourist attraction. That's okay though, we don't want tourists here. They can go into town. This is our harbor for when they do so en masse. Please do not send them here. **Also, I'm not sure it's the required 100 feet from the closest residence anyway.** I did not measure but it sure doesn't look like you could fit the estimate of 7 cars between the two homes. These are *homes*.

Back to the road itself. This portion of **Esteppe Rd. is PRIVATE**. It is not for tourists and not for strangers that don't live or have business here with people that do live here. No trespassing. And yet, the owners of 806 Esteppe want to encroach on people that live here with a revolving door of transients, potential tourists, and we seriously have no idea who, what, or how many would show up at any given time. Constantly having to reiterate they aren't welcome on our private road past the commercial location they could potentially rent sounds very unpleasant and bound to end up in more forced management of their 'tenants'. And how would

the County protect our interests on the private road if something was to occur? I can tell you they likely would say, 'it is a private road'. So very little. Protect it now then. Say NO to rezoning.

Changing this home to an Air B&B or similar rental, or 'property', as Ms. Portillo so lovingly refers to it, would **alter the security and structure of our small community significantly**. Currently, young children run around freely, the bus stops right next to the home, and the zoning here allows the rural life of livestock, target practice, ATVs on private property and the like. You can actually hear whippoorwills and crickets and you can do it on your porch in your PJ's - because there aren't any strangers around. The people here look out for one another, and in doing so, feel safe and comfortable. We give our neighbor a thank you of bean soup and share tomatoes from our gardens. Our neighbor lovingly plows the road for us when it snows. A revolving door of strangers that have no value in our community would cause the very fabric of our neighborhood the owner of 806 Esteppe claims to have fallen in love with - to be desecrated. People wouldn't want their kids meandering, they'd lock everything up and they'd be in fear of the unknown people rotating through because there would never be time to build trust and relationships with them as neighbors. They would be uncomfortable with noises, animals and events we take for granted in a rural community. Because they wouldn't be neighbors, they'd be clients of the short-term rental business.

Speaking of neighbors, Ms. Portillo gave neighbors on Esteppe the impression she bought this home for her family, reached out with pies and lies about the community and all the while it's under an LLC that is buying up property to line their pockets with short term rentals at the expense of the communities - some of which are people well into their 70's that have lived here their entire lives. This is quite offensive to be intentionally deceived but more importantly for this hearing, it is quite telling. Telling of the intent and trust that can be held in the validity of what they say they will do with the very short and ill worded Property Management Plan. For instance, staying at the property, they have spent very little time at the property. Therefore, the likelihood they will continue to spend very little time there is very high - and that means that they would want to rent it out most of the time - a direct conflict with the statement provided to the Planning Commission on their Management Plan. Some locals to Esteppe reverently call that house 'the old home place' - so the Old Home Place - without effective oversight could, for example, be rented out as a brothel, or a drug runners pit stop off Rt66, or maybe the occasional pedophile to hang out and watch the kids get on and off the bus just outside the window. What measures are in place to prevent those things? The provided Management Plan certainly does very little. If an 'experienced' realtor with multiple properties can't even provide a robust management plan, how would they provide and maintain a high-quality rental to bring in tenants that at least wouldn't be a complete nuisance? Maybe they have an expanded document that wasn't on file, but it's hard to protest what you can't see if that does exist.

Initially I thought places like Air B&B rentals have mitigations in effect. I did a little research and see that many of the short-term rental companies offer assistance in navigating the many potential risks and pitfalls of short-term rentals; such as these things that SHOULD have been but were NOT included in the 'Management Plan'; no locals renting to prevent big parties, no very short term rentals to deter drug use rentals, verification of both parties to encourage respectful tenants, additional charge per guests to reduce overcrowding likelihood, rating of the rental property to encourage upkeep of the property, no firearms, no fireworks, no ATVs, no loud music, no drugs, no parties, parking only in designated areas, no egress on private road, no unattended fires, no outdoor trash storage (we have BEARS), no unauthorized guests, no trespassing on neighboring properties, occupancy limits, etc. However, upon consideration, providing approval for short term rental doesn't require owners to use any of these services and being provided recommendations doesn't require adherence. Community interests are not protected in any manner once approval is granted by the Planning Commission and Board of Supervisors. There isn't anything to protect the neighborhood - the people that actually live here with their families every day.

The Management Plan provided does not meet Warren County Code 180-56.4 compliance requirements. Further (in reference to Section H & I) Esteppe Rd. does in fact have an inherited Road Maintenance Agreement in lieu of an HOA that is not addressed in the document.

Most of us choose to live in rural areas because we want to be tucked away from commercialism and the mass of people encountered in larger cities - and all that comes with. Only to be forced to have it come to a home in our community under the farce of a home away from home. For the potential tenants it looks idyllic - for people that live in the neighborhood, it's a mini unmanned hotel and a revolving door of strangers. No one I know wants to go HOME to strangers.

So again, what potential risks will we be exposed to with this commercial enterprise coming into our neighborhood with no one present to mitigate it? Who will help us on a private road? What does the poorly written property management plan do to protect us from overcrowding, parties, gun use on the property, trespassing on the private road, maintenance of commercial use of said road, safety of our children at the bus

stop right next to the home, increased traffic in our quiet neighborhood, and more? Further, increased short term rentals like this will drive up rental prices, reduce rental availability for locals, reduce satisfaction of county residents, cause undue fear, concern and discomfort in our private homes.

It's quite a lot of work to maintain and manage a quality rental. The owners have spent very little time there since they remodeled and are clearly very busy with their multitude of family events and real estate ventures they heartily mentioned – more of those were mentioned than any property mitigations in effect and no effort was made to discuss anything with the local community who were caught quite by surprise when the county sign went up. (thanks for posting that by the way!)

As representatives for the community of Warren County, it seems this committee would have a moral and ethical duty to work for the residents of this county to protect our communities from being defaced with hotel style arrangements no one in the neighborhood wants except the new purchasing (Destin) LLC that doesn't live here.

Please serve our needs by protecting our community and DO NOT approve the short-term rental application for Esteppe Rd.

Thank you,

Laura Hutchison



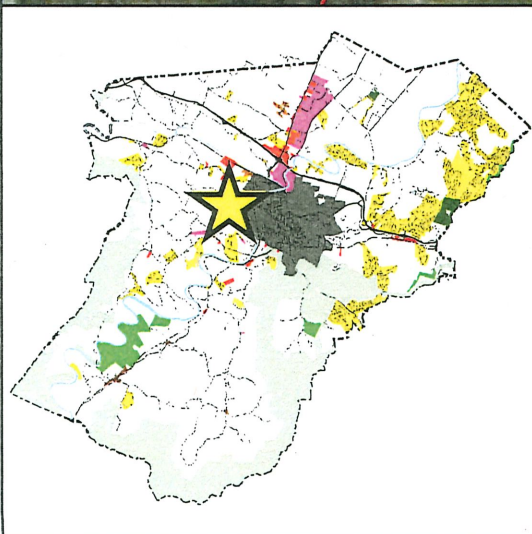
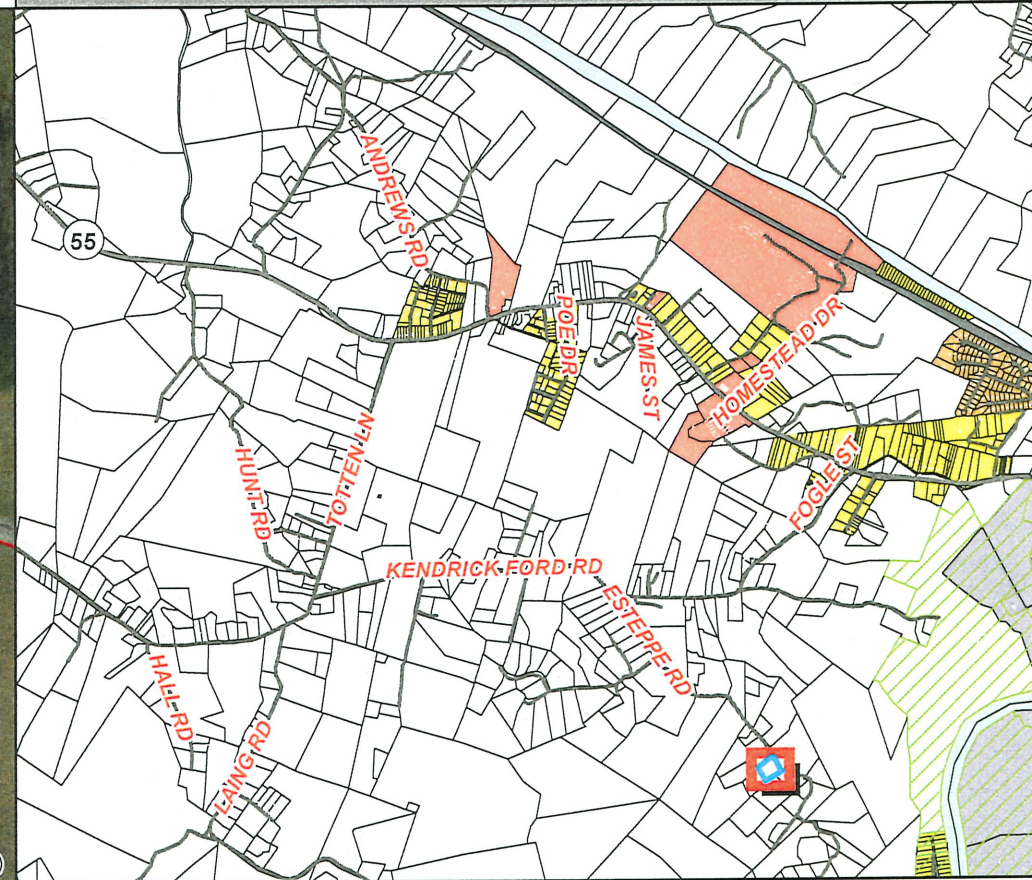
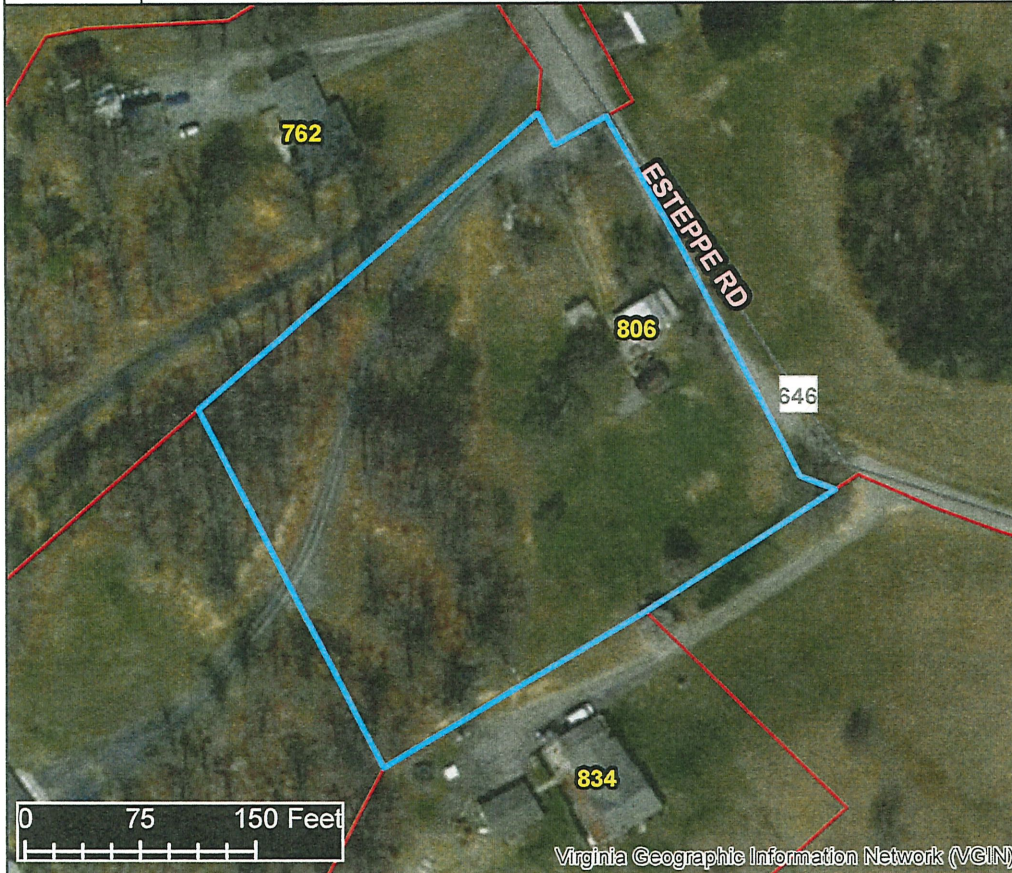
Warren County VA

CUP Location Map



Short Term Tourist Rental
Applicants: Vanessa Portillo

TM 19-----68A
806 ESTEPPE RD



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE 06/28/2022	ITEM N-13	SUBJECT: Conditional Use Permit #2022-04-05 Carl Boswell <i>Short-Term Tourist Rental</i>
<u>EXPLANATION & SUMMARY:</u> 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, May 11, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Longo and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

1. The applicants shall comply with all Warren County Health Department and Warren County Building Inspections and Virginia Statewide Fire Prevention Code regulations and requirements.
2. The maximum number of occupants shall not exceed six as determined according to the Health Department permit for a three-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.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Carl Boswell for a Short-Term Tourist Rental with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Carl Boswell for a Short-Term Tourist Rental.

SUBMITTED BY: Chase Lenz, Zoning Administrator	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (Describe)	PROCESSED BY:
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Conditional Use Permit 2022-04-05: Short-Term Tourist Rental

Owner/Applicant: Carl Boswell

Prepared: April 6, 2022

Staff Contact: Chase Lenz, Zoning Administrator

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 outside Warren County and plans to have the property cleaned and maintained in between reservations.

PROPERTY INFORMATION

Property Location: 338 Walker Farm Drive

Tax Map ID: 15D--2-5-310 & 311

Magisterial District: Shenandoah

Subdivision: Shenandoah Farms

City: Front Royal

Zoning: Residential-One (R-1)

Acres: 0.87 total

Existing Land Use: Single-Family Dwelling

SURROUNDING ZONING DISTRICTS & USES

North: Residential-1 (R-1)

South: Residential-1 (R-1)

East: Residential-1 (R-1)

West: Residential-1 (R-1)

Use: Single-Family Dwelling

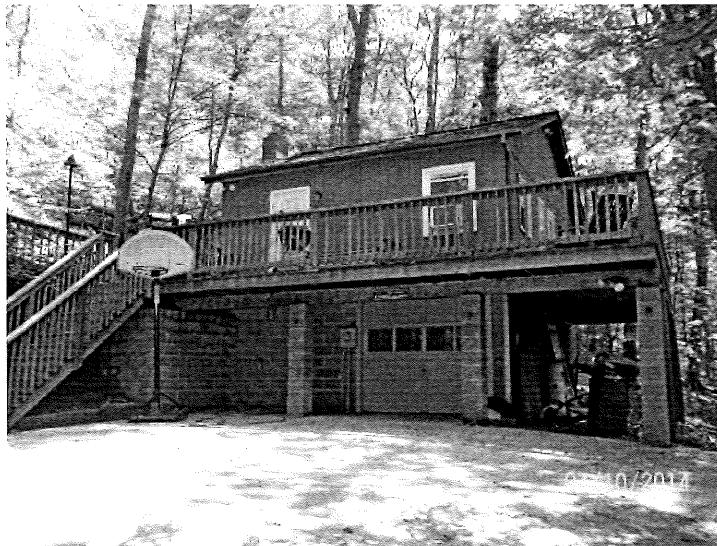
Use: Vacant Lot

Use: Single-Family Dwelling

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 dwelling was constructed in 1985 and the property does not have a record of any previous zoning violations.



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.

ATTACHMENTS

☐ Agency Comments
☐ Location Map

☐ Application
☐ Public Comments

☐ Health Permit
☐ Submitted Plans

☐ Letter from Applicant
☐ Other: _____

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. There is a Health Department permit on file approving a maximum of six (6) occupants for the dwelling. The applicants have provided documents requesting a two-bedroom with a six-person maximum. The original health department documents from 1974 list three-bedrooms.
- 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 three 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; one of which contains a single-family dwelling. Most of the surrounding area is wooded land.
- 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 has been provided and will be reviewed by Planning staff.
- 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 the community of the Property Owners of Shenandoah Farms. Email communication has been provided.
- 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 meet the setback requirement to adjacent single-family dwellings. The closest dwelling is 185' to the north.

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 six as determined according to the Health Department permit for a three-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.

Cc: Carl Boswell – Owner/Applicant

Statement of Justification

Re: 338 Walker Farm Road Front Royal, VA 22630 Conditional Use Permit Request

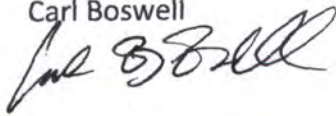
Ladies and Gentlemen of the Warren County Planning Commission:

My name is Carl Boswell and I am the owner of 338 Walker Farm Drive, located in Shenandoah Farms. I respectfully ask that you review and approve my request for a conditional use permit allowing short-term rental use at the site.

My wife and I hope for the house to be our second home, allowing us to enjoy what Warren County has to offer. When not in use by us, we would like to provide housing for those coming to the enjoy the county's attractions for themselves. We intend to make the house available for short-term rental use throughout the year, listing it as a cozy two-bedroom, one-bathroom home for those looking for a place to stay in between hiking, boating, and other sightseeing adventures.

I welcome the opportunity to work with you to make this a possibility and would be happy to answer any questions.

Warm Regards,
Carl Boswell

A handwritten signature in black ink, appearing to read 'Carl Boswell', written in a cursive style.

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-04-05
 Date Received: 3-14-2022
 Fee Amount: \$ 500.00 CK# 341
 Date Paid: 3-14-2022

Applicant Information:

Carl Boswell
 Applicant Name

338 Walker Farm Drive Front Royal Virginia 22630
 Address City State Zip

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

484.881.2434 cbb5093@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: 338 Walker Farm Drive Front Royal, VA 22630
- (2) Election District: Shenandoah
- (3) Tax Map Number: 15D-2-5-311
- (4) Subdivision Name: Shenandoah Farms
- (5) Total Area of Property (acres): 0.41
- (6) Total Area to be Used (acres): 0.41
- (7) Total Road Frontage (feet): Approximately 90.8 feet
- (8) Depth of Property (feet): 198.6 feet average depth
- (9) Present Zoning: Residential One

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: short-term rental
- (2) Current land use and condition of site: Residential
- (3) Zoning of surrounding land/property: Residential One
- (4) Will development be staged? ☐ Yes ☒ No
- (5) Construction Time: N/A
- (6) Season, days, and hours of operation: 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.) _____

- (9) Number of full time employees: N/A
- (10) What type of sewage disposal system will be used? ☒ Private ☐ Central ☐ Public
- (11) Number of persons to be served by the sewage disposal system: Six
- (12) Number of parking spaces to be provided: Regular Three Handicap _____
- (13) What is the proposed landscaping and buffering for this property? None

C. Plans Prepared By

Name: Carl Boswell

Address: 338 Walker Farm Drive, VA 22630

Telephone Number: 484-881-2434

D. Environmental Information

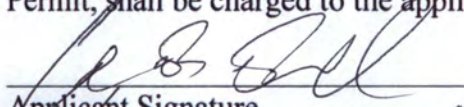
- (1) Will this proposed use adversely impact the community of the environment? (If yes, what are the adverse impact(s) and what is proposed to solve these adverse impacts?) No

- (2) Will there be any debris generated from the activity? (If yes, where and in what manner will the debris be stored and how and where will it be disposed of?) No
- _____
- _____
- _____
- (3) Will any potentially hazardous substances be used and/or stored on the property? (If yes, list the substances, their use and disposal of containers and substance residues.) No
- _____
- _____
- _____
- (4) List any potentially hazardous emissions including, but not limited to: fumes, gases, smoke noise, liquid effluent, waste water, dust, and state what measures will be used to control these emissions. No
- _____
- _____
- _____
- (5) Will there be any electrical or electronic activity which will interfere with local communications or telephone, television or radio reception? (If yes, describe the type of activity and potential interference.) No
- _____
- _____
- _____
- (6) What will be the impact on traffic? No
- _____
- _____
- _____
- (7) Will exterior lighting be used? (If yes, state the number of lights and the wattage of each. A lighting plan or lighting contour map may be required to show the nearest candle power as measured at ground level. No
- _____
- _____
- _____

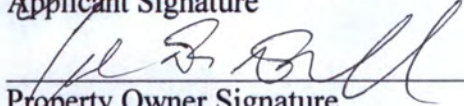
**The following documents and/or information are required
to be submitted with the application:**

- ☐ **An application fee of \$500.00.**
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 1/2 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**
N/A A complete list of chemicals to be stored on the site in the form of an oath/statement for Industrial zoned properties only.
- ☐ **Location Map**
A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.
- ☒ **Directions to your property from the Warren County Government Center.**
From the Center take E 3rd St. to N. Commerce, go 348 feet.
Take Happy Creek Rd and State Rte 624 to State Rte 643, go 5.1 miles.
Follow State Rte 643, State Rte 603 and State Rte 638 to 338 Walker
Farm Drive.

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

03/14/2022
Date


Property Owner Signature

03/14/2022
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

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



April 13, 2022

Mr. Joe Petty, Planning Director
Warren County Planning and Zoning
220 N Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-05 Owner: Carl Boswell

Dear Mr. Petty,

I have reviewed the request for comments regarding the property at 338 Walker Farm Dr, Front Royal, Virginia, in Warren County, (property identified on tax map # 15D-2-5-311), and I offer the following comments:

1. The permit for a sewage disposal system was issued on November 22, 1974 with a record of inspection dated February 17, 1976. The system is designed to serve a 3-bedroom home with 6 occupants maximum.
2. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
3. All trash and garbage shall be placed in containers with tight-fitting lids.
4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
5. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
7. Do not connect any hot tub discharge to the sewage disposal system.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Greg Smith".

Greg Smith
Environmental Health Specialist

RECORD OF INSPECTION-SEWAGE DISPOSAL SYSTEM

15 D
3
310,311

Owner Mercer Skaggs Address 4260 Allen Circle Phone 000 34592
 Occupant _____ Address Fairfax, Va Phone _____
 Exact Location of Premises Lots 310, 311 Riverview Sec II Shen Farms
 (Subdivision, Street or Road Name, Section or Lot No.)

WATER SUPPLY INSPECTION

well to be installed

Installed according to Permit Design ☐ Yes ☐ No. Distance to nearest House Sewer _____ feet. Distance to nearest Sewage Disposal System _____ feet. (Use Form LHS-143 for Detailed inspection of Water Supply Reference Materials.)

SEWAGE DISPOSAL SYSTEM INSPECTION

(1) LOCATION

Allotted Area adequate ☒ Yes ☐ No. Distance from nearest lot lines 25 feet. Trees 10 feet. Water Supplies _____ feet. Buildings 25 feet.

(2) INSTALLATION AND DESIGN

Installed according to Permit Design ☒ Yes ☐ No. Have additional Household Appliances been added NOT on Permit: ☐ Automatic Washer ☐ Garbage Disposal ☒ Other No (Describe)

(3) SOIL CONDITION

Are there soil conditions now evident which indicate system may be unsatisfactory as designed: ☐ Yes ☒ No. If Yes, show adjustments required under "Remarks" below.

(4) HOUSE SEWER LINE

Installed ☐ Yes ☒ No. Type of material _____ Size _____ Inches.

(5) SEPTIC TANK

Constructed of pre cast concrete (Kind of Material) Inside Dimensions Length 8 feet. Width 4 feet. Liquid Depth 4 1/2 feet. Depth of Air Space 12 inches. Inside Fittings comply with requirements ☒ Yes ☐ No.

(6) DISTRIBUTION BOX

Watertight and equal surcharge to each line by Water Test ☒ Yes ☐ No. Distribution Box provided with 2 (Number) extra outlets for future use.

(7) SUBSURFACE ABSORPTION FIELD

Total Area in bottom of ditches 1500 square feet. Number of ditches 5 Length of ditches 180 feet. Grade of ditches Minimum 3 Inches per 100 feet. Maximum 11 inches per 100 feet. Has system been checked by instruments (level) ☒ Yes ☐ No. Type aggregate used #5 Stone Depth of aggregate under Tile 6 inches. Total depth of aggregate 13 inches. Depth of backfill over aggregate 11-20 inches.

(8) SURFACE DRAINAGE

Storm Drains from House and Basement flowing away from Subsurface Drainage Field: ☒ Yes ☐ No. Was Surface Drainage required ☐ Yes ☒ No. If Yes, has this been provided ☐ Yes ☐ No. Has area been drained by lowering Ground Water Table: ☐ Yes ☐ No. ☒ Not required.

(9) Are follow-up inspections necessary ☐ Yes ☒ No.

Septic Tank Contractor: Glen Shupe Address RFD 3 Box 540 Front Royal, Va Phone _____
 This Sewage Disposal System (Is) (Is Not) Approved by Warren County Health Department.
 Date 17 Feb 76 Signed JAMES V. DeBary Date _____ Approved _____ (Sanitarian) (Health Director)
 Date _____ Approved _____ Date _____ Approved _____ (Advisory Sanitarian) (Reviewing Authority -- Other Agency)

With proper maintenance, approved Sewage Disposal systems may be expected to function satisfactorily, provided no overloading or physical damage occurs to the system. Remarks: Septic Tank should be pumped every three to five years.

PERMIT TO INSTALL ☒ REPAIR, ☐ REASONS FOR REJECTION ☐ WATER SUPPLY ☐ SEWAGE DISPOSAL SYSTEM ☒

- (1) Void after (12) twelve months. (2) Automatically cancelled when site conditions are changed from those shown on permit.
 (3) Automatically cancelled should facts later become known that a potential hazard would be created by continuing installation.

Owner Mercet Skaggs FHA/VA ☐ Yes ☐ No Date 22 Nov 74 Case No. _____
 Address 4260 Allison Circle Phone _____
 (Mailing Address)
 Occupant _____ Address Fairfax, Va. Phone _____
 (Mailing Address)
 Exact Location of premises Lot 310, 311 Riverview Section IV Shen. Farms Sbd.
 (Subdivision, Street or Road Name, Section or Lot No.)

FOR: ☒ Dwelling ☐ Other _____ Automatic Washing Machine ☒ Yes ☐ No Consumption 600 gal. per day
 Actual: ☐ Potential ☒ Bedrooms 3 Garbage Disposal Unit ☐ Yes ☒ No (☐ Actual ☒ Estimated Water)
 Additional wastes _____

(1) WATER SUPPLY (Existing) Class _____ Approved ☐ Yes ☐ No Other _____
 (To be installed) Class III Cased _____ ft. to be grouted _____ ft.

(Unless supported by positive evidence Class III is to be considered as to be installed.)

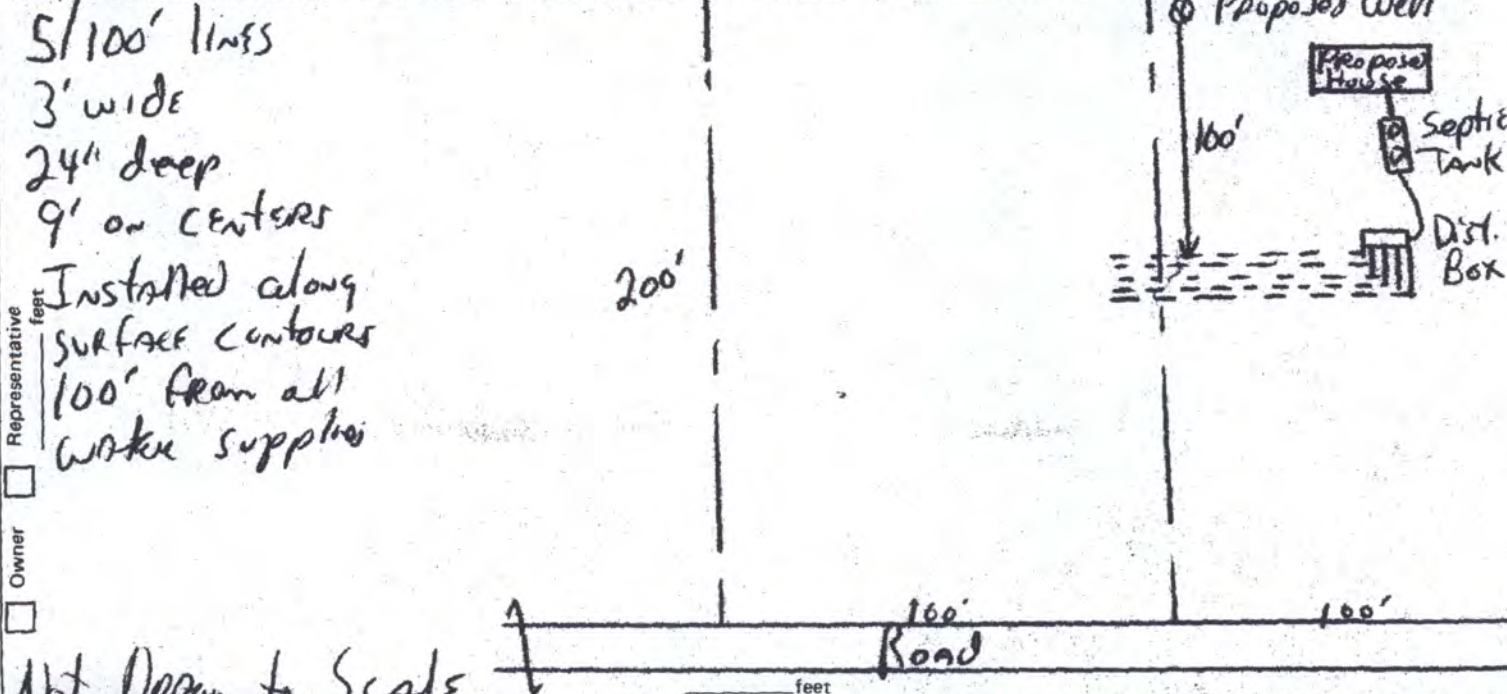
SOIL STUDY Naturally drained, suitable by sight ☒ Yes ☐ No Technical Classification Clay (If Known)
 (2) Estimated Percolation Rate 1-10 ☐ 11-25 ☒ 26-50 ☐ > 51 ☐ Percolation Test Required ☐ Yes ☒ No ☐ Rate _____
 (Minutes per inch) 234 inches (estimate over 4 ft.) OTHER _____
 Depth to Grey Mottles _____ inches
 Surface drainage required ☐ Yes ☒ No OTHER DRAINAGE _____

(3) HOUSE SEWER LINE Size 4 inches. Type of material required CI on compressed material Distance from Water Supply _____ feet.

(4) DETAILS OF CONSTRUCTION Watertight Septic Tank of pre cast concrete material Liquid Capacity 1000 gallons.
 Inside Dimensions Length 8 feet. Width 4 feet. Liquid Depth 4 1/4 feet. Depth of Air Space _____ feet.

SUBSURFACE ABSORPTION FIELD Number of square feet required 1500 Type aggregate required #5 Stone
 (5) Depth of aggregate from base of tile to bottom of ditches 6 inches. Allowable fall 2 to 4 inches.
 Total aggregate minimum depth 13 inches or more. Depth of drainfield to be 24 inches from surface of original ground.
 Distance from well to septic tank 50 feet; distance from well to drainfield 100 feet.

Rough Sketch of Premises (including adjacent properties if pertinent, showing Location of Lot Line, Buildings, Water Supplies, Sewage Disposal Systems, Trees, and Other Possible Sources of Contamination of Water Supplies, by indicating Distances and Slope with regard to one another.



Signature _____ Not Drawn to Scale
 Representative ☐ Owner ☐
 Note: Owner or his agent must notify Warren County Health Department, Phone 635-2775 when installation is ready for inspection. If any Sewage Disposal System, or part thereof, is covered before being inspected by the Health Department, it shall be uncovered at the direction of the Health Director or his agent. CONDITIONS DISCOVERED DURING INSTALLATION MAY REQUIRE ADJUSTMENTS OF SYSTEM DESIGN. Changes from above specifications require Health Department approval before being made.

Based on the above information, the undersigned recommends that this permit be issued 20 Nov 74
 Date _____ Approved _____ (Reviewing Authority) _____ Signed James V. DeBergh (Sanitarian or Health Director)

Chase Lenz

From: David Beahm
Sent: Thursday, May 19, 2022 4:58 PM
To: Matt Wendling; Chase Lenz
Cc: Paula Fristoe
Subject: Request for Comments 2022-04-05 – Carl Boswell – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000174-2022

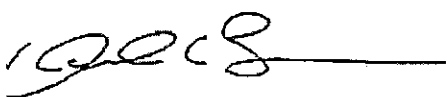
Follow Up Flag: Follow up
Flag Status: Flagged

Comments 2022-04-05 – Carl Boswell – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000174-2022:

- 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 “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 it as a short-term rental.
 - Given the timeframe that the structure was originally built it may not 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,



David C. Beahm, CBO
Building Official

Warren County Building Inspection

220 North Commerce

Front Royal

540

dbeahm@warrencountyva.net

www.warrencountyva.net

FAX 540

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.



Carl Boswell <cbb5093@gmail.com>

Rental Question

P.O.S.F BUSINESS <shenandoahfarms@comcast.net>
To: Carl Boswell <cbb5093@gmail.com>

Thu, Jan 6, 2022 at 10:34 AM

Please see our Welcome Email below.

Welcome to Shenandoah Farms!

The office is open on Thursday from 10am-2pm. The website for Shenandoah Farms is shenandoahfarms.org. The website may answer many questions you have such as, directions to our common properties and how to obtain access to these properties. Decals are required to access any of the Common Properties. Most of our forms are available on the website such as POA packets, decal requests, complaint forms, directions etc.

The biggest question asked lately is short term rentals, short term rentals are not automatically approved or allowed in residential subdivisions, however you can apply for a conditional use permit thru Warren County zoning and follow the application process and see if you can obtain the permit to allow you to do a short term rental. The details are handled at the Warren County Zoning level. not here at the HOA Office.

Property Owners inquiring about mailboxes must contact the US Post Office in Front Royal or Boyce with proof of residency to obtain a mailbox.

Shenandoah Farms is a very active POA. We have a board of directors, hired contractors, host bi-monthly meetings, abide by our by laws, committees, rules & regs as well as covenants & restrictions. We also have many common properties that we maintain throughout the Farms.

For more information on the Property Owners of Shenandoah Farms, Inc, please check out our website at [Property Owners of Shenandoah Farms - Home](http://www.shenandoahfarms.org) and follow us on Facebook:

<https://www.facebook.com/officialshenandoahfarms>

One of the ways to learn more about our organization and be part of the community is to attend our meetings that are held on the Second Saturday of the month at 9:00 AM and the Fourth Thursday of the month at 7:00 PM. The meeting schedule can be found at [Calendar of Events - Property Owners of Shenandoah Farms](#)

Vehicle Decals to access our Common Properties can be purchased from the POSF Office. Our office is open for walk-in service on Thursdays from 10 AM to 2 PM and on Saturdays from 10 AM to 12 noon. If those days and time are not convenient for you, you can download and complete the Decal Request Form on our website, fill it out and either mail it to our office or drop it in the drop box outside our office door. The fee for decals is \$5.00 per vehicle in Warren County, \$25 Clarke County so please include a check or money order for the requested number of decals. We do not accept credit or debit cards and we do not recommend mailing cash. We will mail your decals once we receive your completed form and payment. The Decal Request Form can be found here: [Forms - Property Owners of Shenandoah Farms](#)

Shenandoah Farms properties which are located in the County of Warren are located in a Sanitary District. This means the County Treasurer handles the billing of these fees and they are sent out along with your real estate taxes. Currently the Sanitary District fees are \$350 per every improved lot, \$350 for Unimproved lots. WC Treasurer 540/635-2215. POSF Inc serves as an advisory Board to the Shenandoah Farms Sanitary District. The Sanitary District is managed by the SFSD Manager.

Shenandoah Farms properties that are located in the Clarke County side are also a part of the subdivision, they do fall under the same subdivision rules, regulations, covenants & restrictions as Warren County , as well as share in all of the common properties and amenities available to the Warren County property owners. Most Clarke county properties have deeded lot fees and are not a part of the sanitary district. Clarke County deeded lot fees are handled through the POSF office and the office handles all the accounting for each lot. Clarke County does not have a road maintenance agreement nor any road maintenance fees in place, that this office is aware of. Clarke County does not receive any type of road maintenance, nor snow removal activities that this office has been informed of. Shenandoah Farms is not under contract nor entered in any type of agreement on road maintenance, or snow removal with any party pertaining to Clarke roads within Shenandoah Farms subdivision.

The POSF office does produce an POA packet which should be delivered to every prospective buyer prior to closing on a property. The packet is \$55 payable to POSF Inc. The packet is produced once the request form & payment is received here in the office.

Please let us know if you have any additional questions and Welcome to Shenandoah Farms! We hope to see you soon at one of our meetings! Hope this answers your questions more thoroughly Feel free to contact us at anytime via email or 540/837-2068.

Respectfully,

Property Owners of Shenandoah Farms

6401 Howellsville Road

Front Royal, VA 22630

(540) 837-2068

[Quoted text hidden]

Joe Petty

From: Alisa Springman <alisaspringman@hotmail.com>
Sent: Wednesday, May 11, 2022 6:35 PM
To: planning
Subject: Comment for Planning Commission

As property owners next door to Carl Boswell at 338 Walker Farm Drive, we wish to oppose the request for short term tourist rental. Ours is a residential neighborhood for those who understand the requirements of being a Shenandoah Farms resident and who are here because of the peace and quiet available in this part of Warren County.

Sincerely, Alisa Springman and James Daniels
295 Walker Farm Drive
Lot 312 owners

Sent from my iPad

Property Management Plan
338 Walker Farm Drive, Front Royal, VA 22630

The following plan is to be provided to Warren County staff and future guests at The Nook.

Emergency Details

In the case of an emergency, or if you find you have questions regarding the property, please contact Carl Boswell at 484.881.2434. If the emergency requires immediate attention, please place a call to 911 or one of the following contacts.

- Poison Control Center: 800-222-1222
- Warren Memorial Hospital: 540-636-0300 or 911. 1000 N. Shenandoah Ave, Front Royal, VA 22630
- Warren County Sheriff's Department: 540-636-7100 or 911. 200 Skyline Vista Drive, Front Royal, VA 22630
- Warren County Fire and Rescue Service: 540-636-3830 or 911. 200 Skyline Vista Drive, Front Royal, VA 22630
- Electrical Outage: Rappahannock Electrical Cooperative at 800-552.3904

Emergency Evacuation Routes:

To Warren County Public Safety Building

- Follow State Rte 638, State Rte 603 and State Rte 643 to State Rte 624 (4.9 mi)
- Head northeast on Walker Farm Dr toward Lake Dr (361 ft)
- Drive to your destination (0.2 mi)
- Arrive at Warren County Public Safety Building
 - 200 Skyline Vista Dr, Front Royal, VA 22630

To Route 66 heading west towards Washington, D.C.

- Get on I-66 E/US-17 S/VA-55 E in Fauquier County from State Rte 638 (17.1 mi)
- State Rte 626 turns slightly right and becomes State Rte 615 (233 ft)
- Turn left onto Lake Dr (0.1 mi)
- Turn right onto State Rte 638 (5.0 mi)
- Turn right onto US-17 S/US-50 E (3.7 mi)
- Turn right onto US-17 S (7.8 mi)

- Keep left at the fork, follow signs for I-66 E/US-17 S/VA-55 E/Marshall/Fredericksburg and merge onto I-66 E/US-17 S/VA-55 E (0.3 mi)
- Follow I-66 E to E St Expy in Washington. Take the I-66 E exit from I-66 E (51.9 mi)

Occupancy:

Occupancy is determined by size of the structure in addition to capacity of the septic tank, where applicable.

Noise:

In accordance with Warren County's code it is a violation of the chapter for "any person, without compelling reason, to make noise that by reason of its volume, pitch, duration or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him." It should be noted that no person will be charged with a violation of the section unless he or she has received verbal, electronic, or written notice from a law enforcement officer of Warren County that they have violated the chapter. Additional details regarding specific excessive noise examples may be found in the Warren County Code.

Parking:

Parking is limited to three (3) cars in the driveway. Occupants are not permitted to park alongside the roadway. Note: A portion of the driveway (~150 yards) is very steep. **SUVs and four-wheel vehicles are suggested, especially in the winter.**

Trash and Recycling:

Upon checkout, and prior, depending upon volume, trash and recycling should be placed in the external containers provided by property management. The contents will subsequently be removed from the property on a regular basis.

Guest Vetting:

One or more third-party online platforms will be used to communicate with and screen prospective guests. Identification verification will be requested of all guests. Property management may further vet and review prospective guests, removing bookings for guests that neglect to provide identification and guests with poor previous host feedback.

Check-In and Check-Out:

Guests may find and book the property in increments of one (1) night to thirty (30) night stays. Once a reservation is accepted the host will send confirmatory details regarding the stay, such as check-in time and reservation price. The exact address and additional check-in details, such as the code for the entry door lock, will be provided two days prior to the booking via automated text and email. One day prior to the booking a welcome email will be distributed with a compilation of the House Rules.

Wifi and Cell Service and Landline Service:

All units have wifi access provided by provider CenturyLink. Wifi has a speed of 10 Mbps, which is serviceable for streaming (Hulu, Netflix, etc) and allows for work from home options as well, including Zoom and Teams calls. The internet is free for all guests, the access details may be found in the Guidebook which is provided to all guests. Cell service is good on the property.

Specific Property Details:

External

Once again, please note that the driveway is steep. The main entrance is located up the stairs and will

take you into the kitchen. The door at driveway level leads to the unfinished basement and is not accessible.

Internal

- House amenities will include a queen bed in the bedroom and a full bed in the loft area. Both beds will have 10-inch memory foam mattresses. Linen service and general cleaning is performed between guest bookings.
- The bathroom consists of a toilet, a sink, a tub, and step-in shower.
- The kitchen is full-stocked with access to an electric oven and stove top, in addition to storage space and cookware and food-prep materials.
- The living room area features a television and wood burning stove.
- The units will be assessed during the cleaning periods between guests to ensure all systems are in ideal working condition.
- The materials considered for the interior of the space were selected with quality and robustness in mind, allowing the property to hold up against the wear and tear of multiple rental periods.

The Places You'll Go! (Top Attractions)

- Skyline Caverns - located twenty-one (21) minutes away by car, to the south. Skyline Caverns is a popular series of caves located one mile south of Front Royal, Virginia. The caverns were discovered in the 1930s by Walter Amos, a retired geologist and mineralogist. The attraction is open year-round offering guided tours.

- Shenandoah National Park (North Entrance) – located twenty-two (22) minutes away by car, to the south. The Shenandoah National Park Front Royal entrance is the second busiest of the four entrances into the Shenandoah National Park, allowing in excess of 440,000 visitors in 2021 alone. The National Park is a major draw for locals and tourists alike, most commonly known for its iconic drive, Skyline Drive.
- Delaplane Cellars – located seventeen (17) minutes away by car, to the northeast. Delaplane Cellars is a local winery located twenty-five (25) minutes east of Front Royal, Virginia. The winery is a place where locals and tourists alike sip on wine as they take in the scenic views around them.

Specific Property Regulations:

- No firearms
- No fireworks
- No exceedingly loud music (please reference noise policy)
- No parking in areas other than the driveway
- No unattended fires
- No candles
- No smoking inside
- No unauthorized guests

The Nook Rules and Requests:

Welcome to the Nook (or welcome back)! We hope that you enjoy your time in Warren County as much as we have. Moreso, we hope that you enjoy your stay at The Nook.

- Please contact your Host right away with any questions, comments, or concerns. We would love to get those out of the way so that you may focus on what you came here to do- relax, unwind, and enjoy the world around you. The accommodations at The Nook

are new and have been specially curated to ensure that you enjoy the nature around you while also maintaining the creature comforts of connectivity, plumbing, etc. To ensure any follow-up visit you have is just as enjoyable as the previous ones we ask for your help on a few matters:

Please be careful with all outdoor campfires, ensure the fire created and managed in the existing, designated firepit. Please remember to never leave a campfire unattended and to have water readily available prior to starting the fire.

Things happen. If you break or damage an item, please reach out to let me know so that we may ensure it is replaced or repaired in a timely manner. We understand that things happen, items break, and pieces get work out. We will work with you to get the place back to tip-top shape in the event of such an occurrence.

On that same token, please let us know if something is not working correctly so we can proactively work to correct or fix it to maximize your enjoyment during your stay.

Be respectful of the world around you. Limit waste and do not leave food outside as this could attract uninvited visitors with four or more legs.

- Please remove shoes inside the house. We've cleaned them prior to your check-in so that you can go crazy in your very own shoe-free environment.
- There may be items such as snacks or condiments that our cleaning team has left from previous guests. We've left them for you use. Please help yourself.
- Please do not rearrange the furniture in The Nook.
- Know your physical abilities and limits before attempting to climb up into the loft. Don't worry, the floorplan up there is small anyway and you aren't missing much if you are not comfortable climbing up. The deck is the best feature of the property in my humble opinion.
- Please lock the doors, turn off lights, and make sure there is no running water when away from The Nook and when checking out.
- Don't forget to take a look at the sunsets, they are beautiful!
- There is no garbage disposal. Please do not put anything down the kitchen sink's drain.
- Please do not put any "flushable items" down the toilet aside from toilet paper. This would include makeup wipes, flushable wipes, female hygiene products, etc.
- There is no public trash pick-up. Trash is typically removed at the end of each guest's stay. If you have any questions please give your Host a call.
- The Nook is a party-free zone. No parties, unregistered guests, or events are allowed without receiving approval from the Host prior to your stay. A transgression may result in additional fees (\$125 minimum) and potential termination of your remaining stay without reimbursement.

- Pets are allowed at The Nook! Please just let us know. There is a \$40 pet fee which covers up to two pets.
- Do not smoke in the home. The cleaning fees associated with deep cleaning start at \$200.

Host Contact Details:

- The best way to connect with us is via the messaging service on the booking platform used to reserve your stay. These messages filter directly through to our phones. In the case of an urgent issue, or if you find that method is not working, you may reach out via the contact details below.
- Primary Contact:
Carl Boswell
202.123.4567 (cell phone)

Feel free to contact us for any reason, we are here to ensure you enjoy your stay at The Nook!

If there is an emergency which requires immediate response, then please call 911. you may refer to the Emergency Services contact list above for specific services.

What else to know?

The Nook offers an exciting opportunity to “escape” to a beautiful location with iconic sightlines and a variety of activities.

Located 90 minutes from Washington, D.C., Front Royal is a town nestled into the foothills of the Appalachian Mountain range, an expansive geographic feature spanning from New England down through Tennessee. Within a 20-minute drive in any direction you can find ridge-top hikes, breweries, wineries, apple orchards, and a well-known National Park, the Shenandoah National Park. In 2021 alone, the Shenandoah National Park allowed more than 1.5 million visitors through its gates, with more than 440,000 visitors entering through its Front Royal gate, the second-busiest point of the four entrances.

Tired after your adventures throughout the region? Not a problem! Take some time to wind down in your cabin, enjoying the small woodstove and reading nook, while also maintaining a connection with friends and colleagues through the seamless wifi service.

The Nook offers a place to connect over food as well with its fully stocked kitchen in which your abilities are capped by your own cooking abilities and energy. Want to go for canned baked beans? Great. Interested in a surf and turf meal with a souffle dessert? Awesome. Feel free to choose your own adventure!

The Nook is a purpose-built tiny cabin, making maximum use of all available square footage and connecting you with nature as much as possible via tons of windows and a large outdoor deck.

When it's time for bed, 10-inch green tea, memory foam mattresses await. These have earned rave reviews from guests, and we hope you enjoy them too! We welcome any questions from those looking to buy similar ones for their own homes (yes, people have asked before!).

The Nook is offered for stays of between one (1) night and thirty (30) nights. The units are great for those looking for a weekend getaway, as well as telecommuters looking to close down shop at 5pm after a hard day's work and explore the world around them.

The stays are entire-home rentals, meaning no home or unit shares with other guests. You will receive a quite cabin all to yourself with few others else in sight.

Weather Advisory:

The area is known for its remote character, and it should be noted that winter weather can make accessibility difficult. During winter months guests are provided with shovels, ice-melt, and assistance wherever possible to help keep the deck clear. Winter reservations are exposed to the risk of seasonable weather conditions such as snowstorms, ice storms, and similar precipitation events. During the entire year inclusive of the winter, the third-party booking platform cancellation policies will remain in effect without exception. Therefore, guests book with a known risk of inclement weather. Reminder: The driveway has a very steep section and SUVs and/or four-wheel drive are recommended for winter bookings.

How did you like your stay?

We encourage feedback and welcome both congratulatory posts and those with suggestions on how we may improve. We know nothing is perfect and hope that you can reach out to us with any concerns during the course of your stay so that we can immediately set out to address any potential issues you encounter. Overall, we hope you enjoy the cabin and its surroundings as much as we have.

Emergency Action Plan

Property Address: 338 Walker Farm Drive Front Royal, VA 22630

Date Prepared: February 26, 2022

EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS

FIRE DEPARTMENT: 9-1-1

AMBULANCE: 9-1-1

POLICE: 9-1-1

POISON CONTROL: 800-222-1222

NON-EMERGENCY (Front Royal Police Dept) : 540-635-2111

PROPERTY MANAGER (If applicable): 484-881-2434

UTILITY COMPANY EMERGENCY CONTACTS

ELECTRIC:

Rappahannock Electric Cooperative

Call: 800-552-3904 to report an outage emergency. Dial 9-1-1 for health-related emergency situations

INTERNET:

Century Link

Call: 800-244-1111 to report a damaged telephone pole, wire, cable or pedestal

Date: 02/26/2022

MEDICAL EMERGENCY

- Call medical emergency phone number (check applicable):
 - Paramedics
 - Ambulance
 - Fire Department
 - Other
- Provide the following information:
 - Nature of medical emergency,
 - Location of the emergency (address, building, room number), and
 - Your name and phone number from which you are calling.
 - Do not move victim unless absolutely necessary.

If individuals trained in First Aid are not available, as a minimum, attempt to provide the following assistance:

1. Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).
2. Clear the air passages using the Heimlich Maneuver in case of choking.
 - In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

Date 02/26/2022

FIRE EMERGENCY

When fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling 9-1-1.

Fight the fire ONLY if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency, occupants must:

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location):
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

Date 02/26/2022

SEVERE WEATHER AND NATURAL DISASTERS

Tornado:

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following:
 - Small interior rooms on the lowest floor and without windows,
 - Hallways on the lowest floor away from doors and windows, and
 - Rooms constructed with reinforced concrete, brick, or block with no windows.
 - Stay away from outside walls and windows.
 - Use arms to protect head and neck.
 - Remain sheltered until the tornado threat is announced to be over.

Earthquake:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

Flood:

If indoors:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

If outdoors:

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

Blizzard:

If indoors:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Stay indoors!
- If there is no heat:
 - Close off unneeded rooms or areas.
 - Stuff towels or rags in cracks under doors.
 - Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, light-weight, warm clothing, if available.

If outdoors:

- Find a dry shelter. Cover all exposed parts of the body.
- If shelter is not available:
 - Prepare a lean-to, wind break, or snow cave for protection from the wind. - Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.

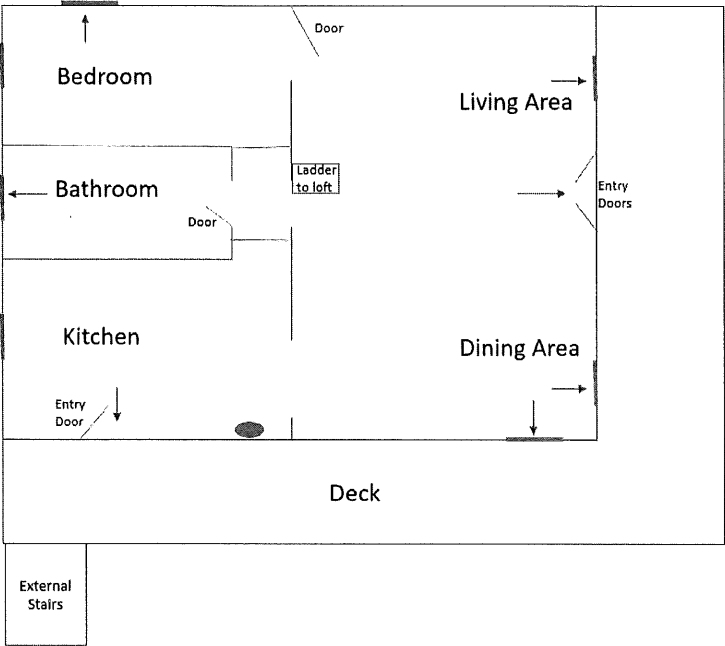
- Do not eat snow. It will lower your body temperature. Melt it first.
- If stranded in a car or truck:
 - Stay in the vehicle!
 - Run the motor about ten minutes each hour. Open the windows a little for fresh air to avoid carbon monoxide poisoning. Make sure the exhaust pipe is not blocked.
 - Make yourself visible to rescuers.
 - Turn on the dome light at night when running the engine.
 - Tie a colored cloth to your antenna or door.
 - Raise the hood after the snow stops falling.
- Exercise to keep blood circulating and to keep warm.

EVACUATION ROUTES

Please see below for evacuation routes from the building and for the location of the fire extinguisher.

First Floor

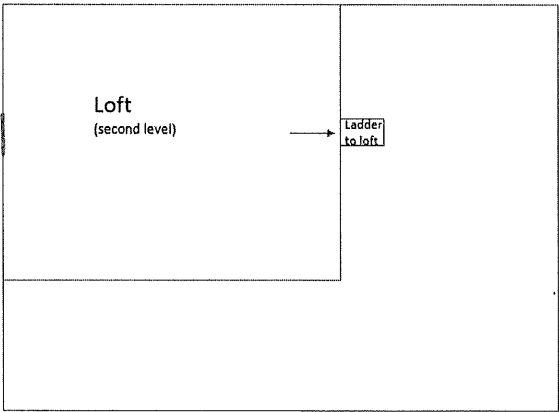
EVACUATION MAP



→
Exits

Loft

EVACUATION MAP



→
Exits



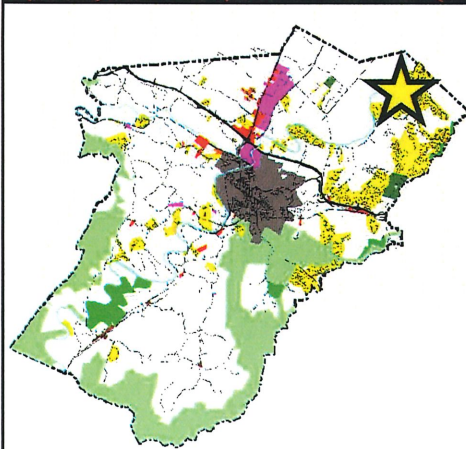
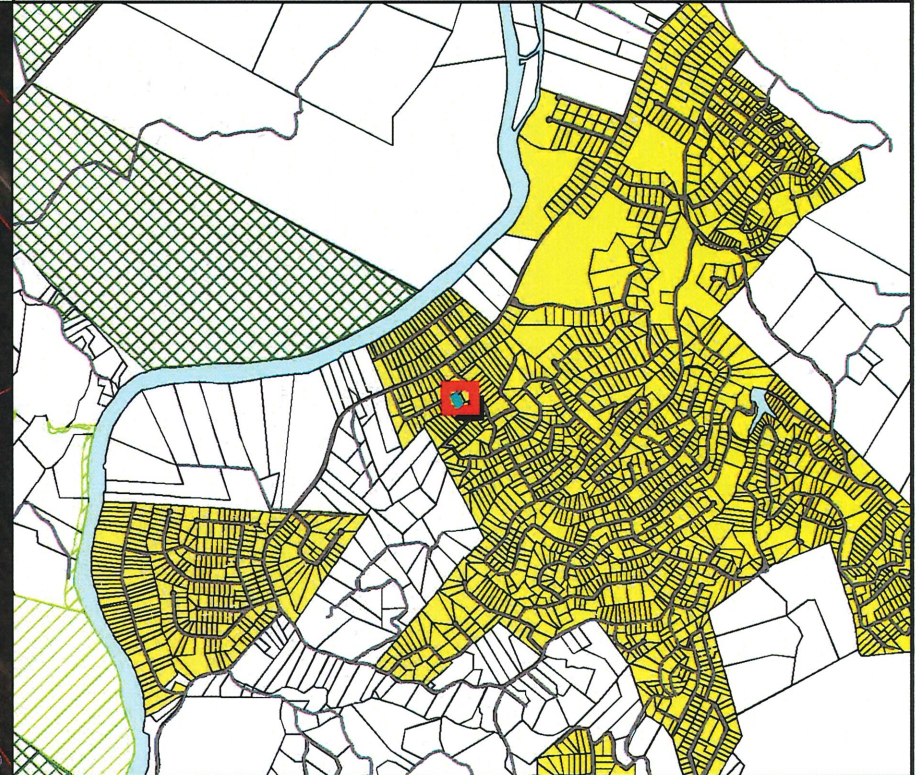
Warren County VA

CUP Location Map



Short Term Tourist Rental
Applicants: Carl Boswell

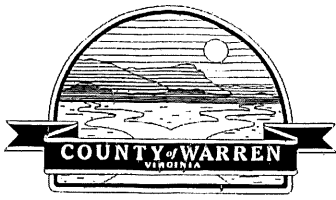
TM 15D--2-5-311
338 Walker Farm Drive



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:
06/28/2022	N-14	Conditional Use Permit #2022-04-06 Matthew Benjamin Tow <i>Short-Term Tourist Rental</i>

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, May 11, 2022, Mr. Henry moved to forward this application to the Board of Supervisors, recommending approval. The motion was seconded by Mr. Kersjes and approved by the Planning Commission by a vote of 4-0.

RECOMMENDED CONDITIONS:

Staff recommends that if the Board of Supervisors is going to approve of this request that the following conditions should be applied:

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

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the conditional use permit request of Matthew Benjamin Tow for a Short-Term Tourist Rental with the conditions as recommended by the Planning Commission and staff.

OR

I move that the Board of Supervisors deny the conditional use permit request of Matthew Benjamin Tow for a Short-Term Tourist Rental.

SUBMITTED BY:

Chase Lenz,
Zoning Administrator

DISPOSITION OF BOARD:

☐ APPROVED ☐ OTHER (Describe)

**PROCESSED
BY:**



Conditional Use Permit: 2022-04-06 / Short-Term Tourist Rental

Matthew Benjamin Tow, *Current Owner/Applicant*

Prepared: March 23, 2022

Staff Contact: Chase Lenz, Zoning Administrator

SUMMARY OF REQUEST

The applicant is requesting a conditional use permit for a short-term tourist rental for the property he recently purchased in December of 2021. Mr. Tow and his family fell in love with the Linden area while searching for a second property to serve as a quiet escape from their townhouse in Washington, D.C. and where his children can run around barefoot. He would like to make the property available for short-term rentals for guests visiting the Warren County area when his family is not using the property to take a much-needed break from the hustle and bustle of the city.

Mr. Tow and his wife have over 5 years of experience managing two successful short-term rentals in Washington, D.C. and they are superhosts on Airbnb. He plans on engaging Evolve, a third-party management company, to manage the reservations and guest screening. He will use local professional services for cleaning, maintenance, and trash removal.

PROPERTY INFORMATION

Property Location: 110 Demel Court
Tax Map ID: 23A-12-9---4
Magisterial District: Happy Creek
Subdivision: Skyland Estates
Dwelling

City: Linden
Zoning: Agricultural (A)
Acres: 2.04 Acres
Existing Land Use: Single Family

SURROUNDING ZONING DISTRICTS & USES

North: Agricultural (A)
South: Agricultural (A), Residential-One (R-1)
East: Residential-One (R-1)
West: Agricultural (A)

Use: Single Family Dwelling
Use: Single Family Dwelling
Use: Single Family Dwelling
Use: Single Family Dwelling

PROPERTY HISTORY

This property has not had any previous Conditional Use Permits issued for uses in the Agricultural zoning district. The house was constructed in 1992 and the previous property owner was cited for advertising and operating a short-term tourist rental in the Agricultural zoning district without an approved Conditional Use Permit. The previous owner also had outstanding issues from a building permit for interior alterations in which work was completed prior to required inspection by a Building Inspector.

Upon receiving the Notice of Violation, Mr. Tow immediately took down the online advertisement for the property and ceased operating the short-term tourist rental to resolve the zoning violation. He also worked with Building Inspections to complete the necessary inspections for the work completed by the previous owner and final the outstanding building permit.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The Future Land Use Map in the Comprehensive Plan identifies this area to be used for agricultural and residential land uses. A short-term tourist rental is a use allowed by conditional use permit in the Agricultural 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. **There is a Health Department operation permit on file approving six (6) occupants for the dwelling. Warren County Assessment data lists three (3) bedrooms in the dwelling; however, building and zoning permits were recently approved for the addition of a fourth bedroom.**
- 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 rights-of-way and in yards. **There is sufficient parking for at least four 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 dwelling is fully screened by woods on all sides. The property boundaries will be marked.**
- 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 applicant is working on a PMP to submit for review by Planning staff. He will use local professional services for cleaning, maintenance, and trash removal.**
- 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. **Comments have been received from the Skyland Community Corporation (SCC). The SCC has indicated they do not support the application since it does not meet their requirements for short-term rentals.**
- 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.**

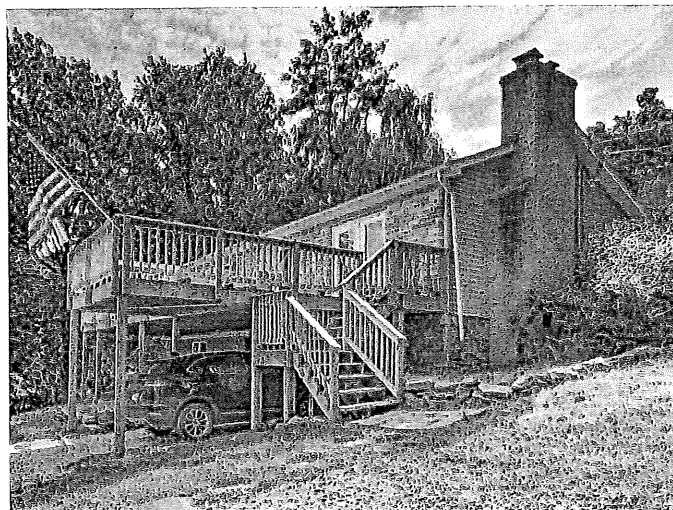
- L. A copy of Chapter 123 of the Warren County Code relative to noise must be provided at the short-term tourist dwelling. **The applicant shall have a copy of the ordinance in their guest registration packet and posted in a common area of the dwelling.**
- M. Failure to comply with the approved conditions 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. **The dwelling meets the setback requirement to adjacent single-family dwellings. The closest dwelling is 132' to the southwest.**

RECOMMENDED CONDITIONS

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

1. The applicant shall comply with all Warren County Health Department, 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 operation permit for a four-bedroom dwelling.
3. The applicants shall have the well water tested annually for e-coli and coliform bacteria and a copy of the results shall be submitted to the Planning and Health Departments.
4. The applicants shall have the septic system inspected annually by a State licensed inspector and a copy of the results shall be submitted to the Planning and Health Departments. The system shall also be serviced every five years as recommended by the Health Department and a copy of the service invoice shall be provided to the Planning Department.
5. The discharge of firearms and hunting on the property by guests shall be prohibited.
6. The use of All-Terrain Vehicles (ATVs) by guests on the property and within the subdivision shall be prohibited.
7. Outdoor burning and use of fireworks by guests shall be prohibited.

Cc: Matthew Benjamin Tow – Owner/Applicant



Statement of Justification - 110 Demel Ct, Linden VA

March 17, 2022

To:
Warren County Planning Department
220 North Commerce Ave.
Suite 400
Front Royal, VA 22630

RE: Conditional use application for a short-term tourist rental

Dear Planning Commission:

Thank you for considering our conditional use permit application for a short term tourist rental of our mountainside house at 110 Demel Ct. Linden, VA 22642.

My husband Ben and I live and work from our metro accessible rowhome in the middle of Washington DC. Ben is a lawyer for the federal government and I am a music teacher and run my music studio from the lower level of our home. We have two young children, a toddler and a 6 month old and it has been our dream to own a quiet escape where our kids can run around barefoot.

We started researching where we wanted to own, when Covid began over two years ago and toured homes all over MD and VA. Nothing felt quite right until we drove up Blue mountain, saw the view, met our neighbors on Demel Court (both people and chickens) and tasted an apple butter doughnut. We just knew this was the community meant for us.

We are passionate about our short term rental business and currently operate two successful short term rentals in Washington DC. We are superhosts and have hosted for over 5 years. We are experts when it comes to screening guests, setting up clear expectations and making sure guests, owners, and neighbors are harmonious. Ben and I make a stellar team.

We already have local cleaners, maintenance, and trash removal services lined up. We also plan on engaging a 3rd party management company, Evolve, who is an experienced short-term rental management company to further help us manage the property in screening and verifying prospective guests. Moreover, our updated and freshly designed home, local guidebook, and social media account will attract and connect our guests with local businesses.

If you're compelled, feel free to read our listings and reviews by searching "The Quarter Note Bedroom at HUM District Music" or "The Half Note Bedroom at HUM District Music"

In conclusion, what makes us ideal applicants for this permit:

- *our experience hosting
- *our vested interest in the community- our family will spend time in Linden as much as we're free

- *our commitment to being neighborly with approachability and open communication
- *our love of Linden
- *our ability to attract guests to the area who will support local business
- *our accessibility to the property in the event of an issue- we're only 1.5 hours away

Thank you for considering our application and we look forward to answering any further questions that you may have.

Sincerely,

Celesta and Ben Tow

WARREN COUNTY CONDITIONAL USE PERMIT APPLICATION

Application Number: 2022-04-06Date Received: 3/17/2022Fee Amount: \$ 500.00Date Paid: 3/17/2022 CC**Applicant Information:**Matthew Ben Tow
Applicant Name3527 13th St NW Washington DC 20010
Address City State Zip110 Demel Ct Linden VA 22642
Property Location for conditional use permit if Different than Applicant's Address781-258-6508 matthew.tow@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: 110 Demel Ct. Linden VA 22642
- (2) Election District: Happy creek
- (3) Tax Map Number: 23A-12-9---4
- (4) Subdivision Name: Skyland estates
- (5) Total Area of Property (acres): 2.04 acres
- (6) Total Area to be Used (acres): 2.04 acres
- (7) Total Road Frontage (feet): _____
- (8) Depth of Property (feet): _____
- (9) Present Zoning: Agricultural

B. Proposed Use of Property

- (1) State the proposed use(s) for the Conditional Use Permit: Short term rental
- (2) Current land use and condition of site: Residential
- (3) Zoning of surrounding land/property: Residential
- (4) Will development be staged? ☐ Yes ☐ No
- (5) Construction Time: N/A
- (6) Season, days, and hours of operation: Year round
- (7) Will there be a sign? ☐ Yes ☒ No
(If yes, please submit a sketch of the sign(s) showing size and shape and the sign permit check list with this application.)
- (8) Has there been any prior application for a conditional use permit/variance for this property? (If yes, enter the permit number and/or name, date of action, action taken by the Planning Commission, Board of Zoning Appeals and/or Board of Supervisors and a description of the request.) unknown
- (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 max
- (12) Number of parking spaces to be provided: Regular 4 Handicap _____
- (13) What is the proposed landscaping and buffering for this property?
Property is fully screened by woods

C. Plans Prepared By

Name: Plot by circuit court

Address: _____

Telephone Number: _____

D. Environmental Information

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

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

NO

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

NO

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

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.

[Signature] 12/3/2021
Applicant Signature Date

[Signature] 12/3/2021
Property Owner Signature Date

Accepted by: Chase Leung Date: 3/17/2022

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

NOTES

**The Musical Mountain House
Short Term Rental
Property Management Plan
110 Demel Ct, Linden VA 22642**

Hosts

Matthew and Celesta Tow
781-258-6508
matthew.tow@gmail.com

The Space

The Musical Mountain House is situated in the middle of Northern Virginia's wine country and is nestled in the Shenandoah mountains and the winding roads of Skyline drive on a 2-acre lot. The Musical Mountain House is also easily accessible to the amenities of Front Royal, Shenandoah National Park, Skyline drive, and neighboring towns. The charming house features four spacious bedrooms and three bathrooms, a large front deck, hottub, private back deck, and fenced in backyard and fire pit. The house comes with everything you need for a secluded retreat including a fully equipped kitchen, gas grill, and fireplace for those cozy evenings in.

Enjoy hiking, tubing, and golfing during the summer or hunting and skiing in the winter, all while being immersed in the beauty of the Shenandoah National Forest! With so much to see and do within 5 miles, you won't want to leave this home!

Great for Large Groups | 2,800 Sq Ft | Pets Allowed (with fee) | 30 Vineyards within 30 Mile

Reset your soul at this quiet and secluded home, whether you're here to hike the trails, learn some history, or simply sip vino in the heart of Wine Country, you'll have access to all the best of Linden!

Master Bedroom: King Bed | Bedroom 2: Queen Bed | Bedroom 3: Queen Bed | Bedroom 4 (lower level) King Bed | Additional Sleeping: Queen Air Mattress

INDOOR LIVING: Wood-burning fireplace, 2 flat-screen smart TVs, chessboard, massage table, electric piano, yoga mat & ball

KITCHEN: Fully equipped, dishwasher, new toaster oven, Insta Pot, French press, Crêpe pan, coffee maker, Crock-Pot, new microwave

GENERAL: Fast WiFi, excellent cell phone reception, air conditioning, ceiling fans, complimentary toiletries, linens, towels, washer & dryer

OUTDOOR LIVING: Updated deck, gas grill, fenced in backyard with fire pit, deck w/ hammock & seating

PARKING: Covered car port (1 vehicle), driveway (5 vehicles)

In the winter months, if there is snow on the driveway, all-wheel drive or four-wheel drive are recommended.

Trash Disposal: Please make sure you bag all trash in the provided trash bags before putting trash in the trash receptacles in the fenced in backyard.

Septic System: The house is on a septic system; hence, we request that you place food products in the trash. **No food should go down the drain.** To avoid the septic system clogging, please do not flush ANY foreign item down the toilet.

The Area

ATTRACTIONS: Fantasyland Park (8.4 miles), Skyline Drive (9.1 miles), Skyline Caverns (10.6 miles), Abram's Delight (20.4 miles), Patsy Cline Historic House (20.9 miles), Museum of Shenandoah Valley (24.5 miles)

VINEYARDS (30 vineyards within 30 miles): Fox Meadow Winery (4.7 miles), Linden Vineyards (5.8 miles), Chateau Obrien at North Point (8.2 miles), Naked Mountain Winery (9.8 miles), Rappahannock Cellars (11.4 miles), Three Fox Vineyards (13.3 miles), Blue Valley Vineyard (14.5 miles), Glen Manor Vineyards (15.2 miles)

HIKING AREAS: Shenandoah National Forest (8.0 miles to entrance), Trumbo Hollow Trail (4.8 miles), Appalachian Trail (5.5 miles), Trillium Trail (6.5 miles), Sky Meadows State Park (17.0 miles)

SHENANDOAH RIVER (2.4 miles): Canoeing, kayaking, tubing & a boat launch

DAY TRIPS: Luray Caverns (33.9 miles), Shenandoah Caverns (51.0 miles), Bryce Resort (57.3 miles), Massanutten Resort (59.9 miles), Washington D.C. (64.7 miles), Baltimore (108 miles)
AIRPORT: Washington Dulles International Airport (52.4 miles)

Checkout Procedure: Please leave any beds that have been slept in unmade. Please close and lock all windows and doors. The front door will be relocked with the same code used to unlock.

Important Phone Numbers:

In case of emergency, dial 911

Front Royal Police Department: 900 Monroe Ave, Front Royal, VA 22630 (540) 635-2111

Warren County Memorial Hospital: 351 Valley Health Way, Front Royal (540) 636 0300

Warren County Sheriff's Office: 200 Skyline Vista Dr, Front Royal, VA 22630 540-635-4128

Rivermont Volunteer Fire and Rescue: 50 Stokes Airport Rd, Front Royal, VA 22630 (540) 692-3651

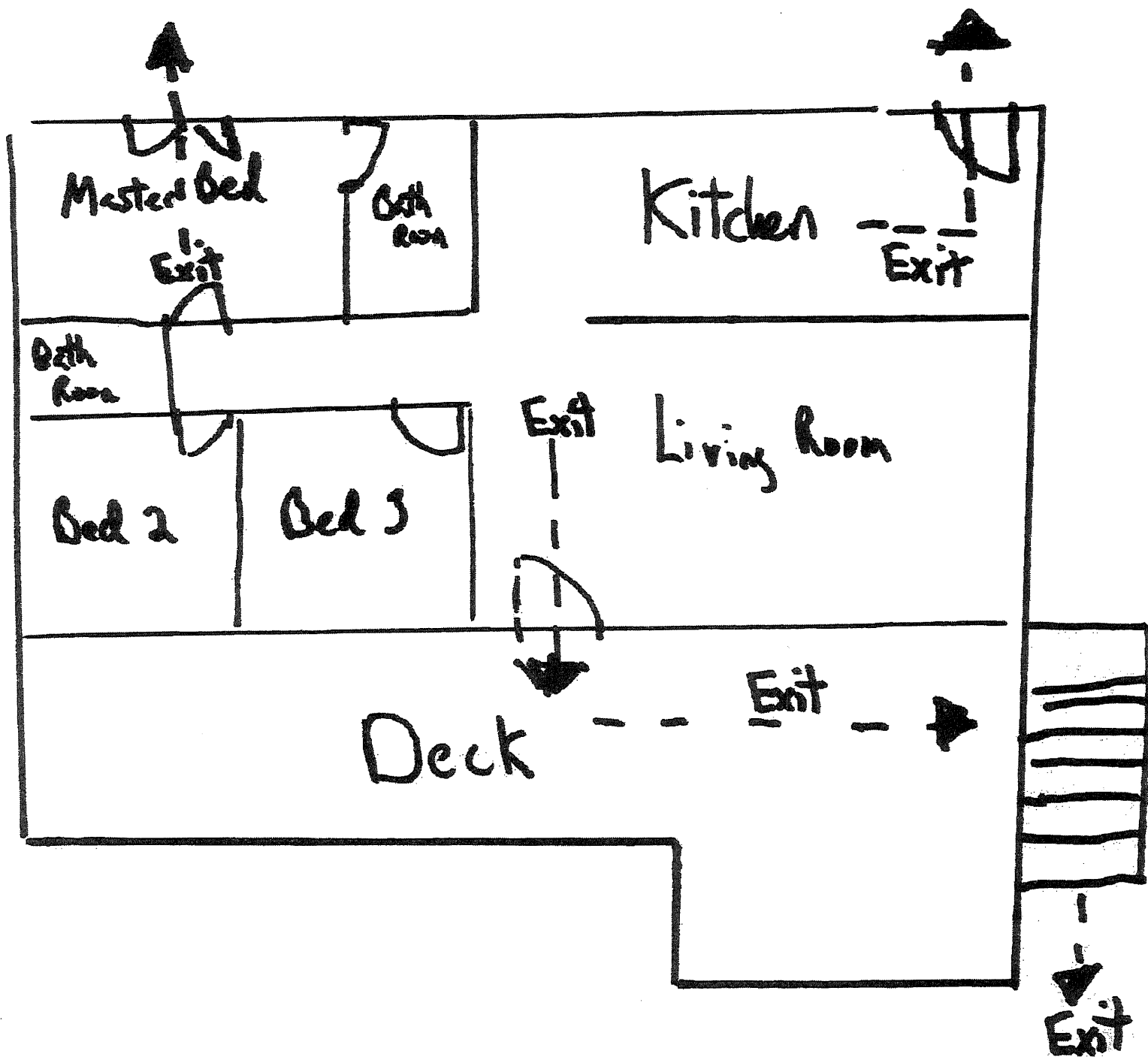
Valley Health Urgent Care: 415A South St, Front Royal, VA 22630 540-635-0700

Vesta handyman Service: (540) 749-2955

Bob Baker (handyman and for late night issues): (540) 718 1029

Cleaners and handy man issues - Leah - 419-5601950

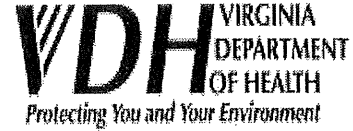
Evacuation plan



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



April 13, 2022

Mr. Chase Lenz, Zoning Administrator
Warren County Planning and Zoning
220 N Commerce Avenue, Suite 400
Front Royal, Virginia 22630

RE: Request for comments; 2022-04-06
Owner: Matthew Ben Tow

Dear Mr. Lenz,

I have reviewed the request for comments regarding the property at 110 Demel Ct, Linden, Virginia, in Warren County, (property identified on tax map # 23A-12-9-4), and I offer the following comments:

1. The construction permit for a sewage disposal system was issued on July 14, 1988. The operation permit was issued February 20, 1992. The system is designed to serve a 3-bedroom home with 6 occupants maximum. On January 12, 2017, a conditional permit was issued to allow a 4-bedroom house limited to 6 occupants however there is no evidence in the file that this was properly recorded.
2. The property is served by a private well. The well water should be tested for bacteria. If the sample result is positive, steps must be taken to correct the problem and the water should be re-tested.
3. All trash and garbage shall be placed in containers with tight-fitting lids.
4. There shall be no food service provided unless the Virginia Department of Health Food Regulations are met.
5. All Virginia Department of Health Tourist Establishment Regulations shall be met as necessary. The owners can contact our office for further information.
6. The sewage disposal system should be pumped if this has not been done in the last three to five years.
7. Do not connect any hot tub discharge to the sewage disposal system.

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



Matthew Ben Tow

April 13, 2022

Page 2

The applicant has requested no more than twelve (12) occupants at a time. This will **NOT** be possible. The system is designed for a maximum of six (6) people. The Warren County Health Department would have no objection to this request as long as the comments above are complied with, and the design flow of the sewage disposal system is not exceeded. There are to be no more than **SIX (6)** occupants. If the system malfunctions, immediate pump and haul will be required, and the system will need to be repaired or replaced if possible.

Please call me at (540) 635-3159 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "G. Smith".

Greg Smith

Environmental Health Specialist

SKYLAND ESTATES
LOT 4
3 BEDROOM

Health Department
Identification Number SD-88-104

Schematic drawing of sewage disposal system and topographic features NOT TO SCALE PAGE 2 OF 2

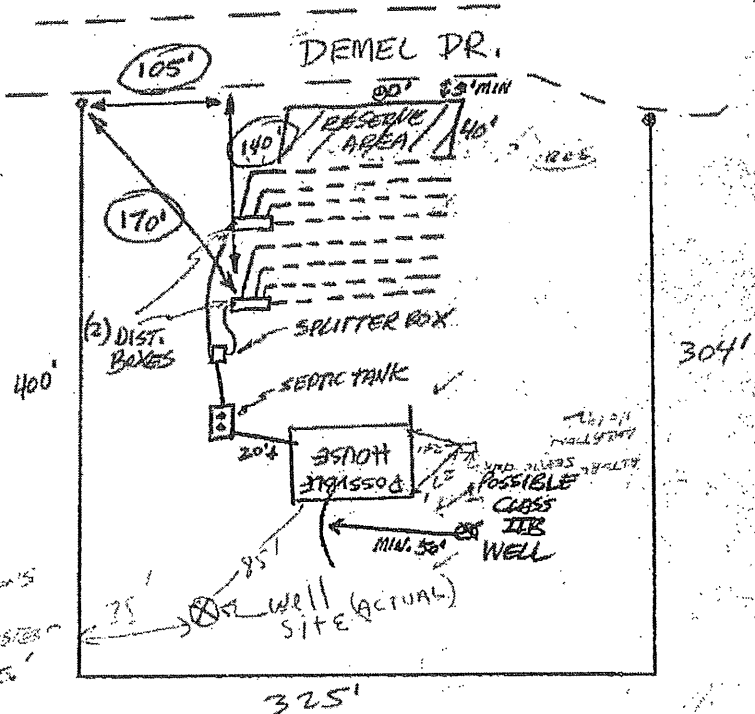
Show the lot lines of the building lot and building site, sketch of property showing any topographic features which may impact on the design of the system, all existing and/or proposed structures including sewage disposal systems and wells within 100 feet of sewage disposal system and reserve area. The schematic drawing of the sewage disposal system shall show sewer lines, pretreatment unit, pump station, conveyance system, and subsurface soil absorption system, reserve area, etc. When a nonpublic drinking water supply is to be located on the same lot show all sources of pollution within 100 feet.

☐ The information required above has been drawn on the attached copy of the sketch submitted with the application. Attach additional sheets as necessary to illustrate the design.

AS SPECIFIED

- (8) 80' lines to follow contour.
- 9' centers.
- 3' trench width.
- 24" trench depth.
- SEWAGE SYSTEM 20' MIN. FROM HOUSE (BASEMENT).
- DIVERT DRAINAGE AWAY FROM DRAINFIELD.
- DO NOT CROSS DRAINFIELD, TANK, ETC... WITH DRIVEWAY.

NOTE: DISTRIBUTION BOXES INSTALLED ON OPPOSITE SIDE OF FIELD THAN SHOWN. ACTUAL DIRECTIONS TO TOP CORNER OF DRAINFIELD: 135' INSTEAD OF 170', 142' INSTEAD OF 140', 103' INSTEAD OF 105'.



The sewage disposal system is to be constructed as specified by the permit ☒ or attached plans and specifications ☐.

This sewage disposal system construction permit is null and void if (a) conditions are changed from those shown on the application (b) conditions are changed from those shown on the construction permit.

No part of any installation shall be covered or used until inspected, corrections made if necessary, and approved, by the local health department or unless expressly authorized by the local health dept. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon the direction of the Department.

Date: 7/14/88 Issued by: Robert Marshall
Sanitarian
Date: 7/21/88 Reviewed by: Henry D. [Signature]
Supervisory Sanitarian

This Construction
Permit Valid until
7/14/92

If FHA or VA financing

Reviewed by Date _____ Date _____

C.H.S. 202B Revised 6/84

Supervisory Sanitarian

11-2A

FILE COPY

Regional Sanitarian

Request for Comments 2022-04-06 – Matthew Tow – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000175-2022

David Beahm <Dbeahm@warrencountyva.net>

Mon 3/28/2022 4:52 PM

To: Chase Lenz <clenz@Warrencountyva.net>

Cc: Joe Petty <jpetty@warrencountyva.net>; Paula Fristoe <Pfristoe@warrencountyva.net>

Comments 2022-04-06 – Matthew Tow – Conditional Use Permit for Short-Term Tourist Rental – WCCUP-000175-2022:

- 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 “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 it as a short-term rental.
 - Given the timeframe that the structure was originally built it will probably 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,



David C. Beahm, CBO
Building Official

dbeahm@warrencountyva.net

Warren County Building Inspections Office

220 North Commerce Avenue

Suite 400

Front Royal, VA 22630

540/636-9973

FAX 540/636-4698

www.warrencountyva.net

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Skyland Community Corporation

*P.O. Box 154
Skyland Estates
Linden, Virginia 22642*

Chase Lenz
Zoning Administrator
220 North Commerce Avenue, Suite 400
Front Royal, Virginia 22630

Re: Request for Comments for Conditional Use Permit 10 Demel Court #23A-12-0-4

April 20, 2022

Dear Mr. Lenz,

Thank you for forwarding the information on the proposed short-term rental at 571 Wilderness Road to Skyland Community Corporation (SCC) for review. Unfortunately, our Board of Directors does not currently support the approval of this application.

The SCC Board of Directors has expressed general concerns about short-term rentals, which fall under the SCC's contract with Warren County (specifically the Security area) and include:

1. Our requirement that the property must be owned by an individual and serve as the owner's primary residence, not as a business.
2. The owner must occupy a portion of the residence during the term of the rental.
3. No outdoor burning or fireworks are to be allowed.

We have approved short-term rentals in the past, as long as these prerequisites are met.

Sincerely,

Board of Directors
Skyland Community Corporation



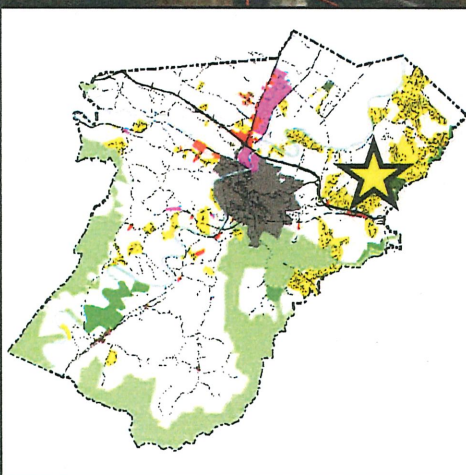
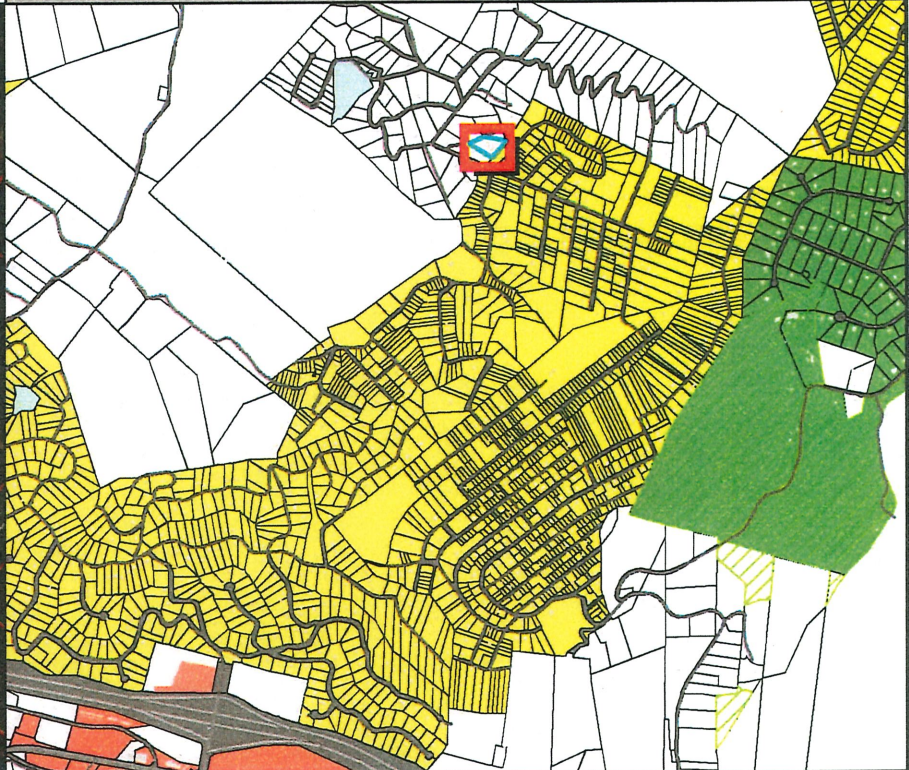
Warren County VA

CUP Location Map



Short Term Tourist Rental
Applicants: Matthew Tow

TM 23A-12-9-4
110 Demel Court



Zoning

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

Map produced by
Warren County GIS 2022
Department of Planning



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
June 28, 2022	O	Adoption of Fiscal Year 2022-2023 Budget	
<u>EXPLANATION & SUMMARY:</u>			
Due to the delay in the Commonwealth of Virginia in adopting a Fiscal Year 2023 budget, Warren County wishes to adopt a baseline budget for FY 22-23 with the understanding that additional transfers/appropriations may be necessary after the beginning of the new fiscal year as a finalized State Budget is published. There are two versions of the FY 22-23 Budget presented for approval. Both versions include no changes from the Proposed Budget aside from minor updates in personnel and debt projections. This led to an overall decrease of approximately \$150,000 from the Proposed to Adopted Budget. Other variations are noted below by version: Version A –The School Operating Fund contribution from the locality is decreased by \$737,739 from their updated June requested amount. That amount is the increased support from the Commonwealth of Virginia in the General Assembly’s approved budget. This would decrease the General Fund spending to \$88,902,705 or a 0.5% increase from the prior year. A total of \$12,371,642 of funding is identified for the Leslie Fox Keyser renovation. Version B - The School Operating Fund contribution from the locality is decreased by \$3.5 million from their updated June requested amount. An additional \$3.5 million is transferred from the General Fund to the School Capital Improvement Fund for renovations to Leslie Fox Keyser. This would increase the General Fund spending to \$89,640,444 or a 1.5% increase from the prior year. A total of \$15,871,642 of funding is identified for the Leslie Fox Keyser renovation. Summaries for Version A and Version B of the FY 22-23 Budget are presented, including a by-code version and a categorical version of the School Operating Fund.			
<u>COST & FINANCING:</u> As attached			
<u>MOTION ONE:</u>			
1) I move that the Warren County Board of Supervisors adopt Version A of Fiscal Year 2022-2023 Budget for Warren County			
<u>MOTION TWO:</u>			
1) I move that the Warren County Board of Supervisors adopt Version B of the Fiscal Year 2022-2023 Budget for Warren County			
SUBMITTED BY: Matt Robertson, Finance Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

SCHOOL DIVISION BUDGET

EXPENDITURES			
	FY 21-22 Adopted Budget	FY 22-23 School Request	FY 22-23 Recommended
School Operating Fund			
Instruction	\$ 48,947,371	\$ 54,225,473	\$ 53,557,383
Admin, Attendance & Health	\$ 2,836,279	\$ 3,168,270	\$ 3,204,104
Pupil Transportation	\$ 2,818,962	\$ 3,362,110	\$ 3,435,709
Operations & Maintenance	\$ 6,627,383	\$ 7,154,308	\$ 7,137,274
Debt Service & Transfers	\$ 614,253	\$ 629,961	\$ 658,247
Technology	\$ 1,949,722	\$ 2,451,226	\$ 2,377,946
Contingency	\$ 150,859	\$ -	\$ -
Total:	\$ 63,944,829	\$ 70,991,348	\$ 70,370,663
School Capital Improvement Fund			
Leslie Fox Keyser Elementary	\$ -	\$ 17,454,471	\$ 12,371,642
Blue Ridge Technical Center	\$ -	\$ 633,385	\$ -
E Wilson Morrison Elementary		\$ 300,000	\$ -
Total:	\$ -	\$ 18,387,856	\$ 12,371,642
School Cafeteria Fund	\$ 2,896,000	\$ 3,392,190	\$ 3,392,190
Total All Funds:	\$ 66,840,829	\$ 92,771,394	\$ 86,134,495

REVENUE			
	FY 21-22 Adopted Budget	FY 22-23 School Request	FY 22-23 Recommended
School Operating Fund			
Local	\$ 27,720,000	\$ 28,055,120	\$ 26,982,261
State	\$ 25,593,076	\$ 28,079,899	\$ 28,829,214
Federal	\$ 2,658,522	\$ 5,954,878	\$ 5,954,878
State Sales Tax	\$ 7,313,753	\$ 8,064,133	\$ 8,052,557
Other Revenue	\$ 659,478	\$ 837,318	\$ 551,753
Total:	\$ 63,944,829	\$ 70,991,348	\$ 70,370,663
School Capital Improvement Fund			
Transfer from General Fund	\$ -	\$ 10,287,831	\$ -
Transfer from Special Projects Fund	\$ -	\$ -	\$ 2,271,617
State School Construction Fund	\$ -	\$ -	\$ 2,000,000
ARPA Grant Proceeds	\$ -	\$ 8,100,025	\$ 8,100,025
Total:	\$ -	\$ 18,387,856	\$ 12,371,642
School Cafeteria Fund			
State	\$ 2,896,000	\$ 3,392,190	\$ 3,392,190
Total All Funds:	\$ 66,840,829	\$ 92,771,394	\$ 86,134,495

FY 2022-2026 County Asset Replacement Fund Proposed Budget

Department/Project	Special Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2022-26 Total
<u>General Administration</u>						
County Vehicle Replacement	34,961.25	163,550.00	175,000.00	175,000.00	175,000.00	688,550.00
<u>Public Works/Refuse</u>						
Major Equipment Replacement	34,470.00	50,000.00	100,000.00	100,000.00	100,000.00	350,000.00
Maintenance Projects		50,000.00	70,000.00	80,000.00	90,000.00	290,000.00
<u>Information Technology</u>						
Server and Network Replacement		65,000.00	100,000.00	100,000.00	100,000.00	365,000.00
Computer Equipment	378,885.00	220,500.00	100,000.00	100,000.00	100,000.00	520,500.00
Security Equipment		68,000.00	50,000.00	50,000.00	50,000.00	218,000.00
Technology Board		56,500.00	1,075,000.00	75,000.00	75,000.00	1,281,500.00
<u>Registrar</u>						
Elections Equipment	130,622.00	-	-	-	200,000.00	200,000.00
<u>Parks & Recreation</u>						
Maintenance Projects	35,947.00	61,000.00	70,000.00	75,000.00	80,000.00	286,000.00
Golf Course		25,000.00	25,000.00	25,000.00	25,000.00	100,000.00
<u>Sheriff's Office</u>						
Vehicle Replacement	32,704.00	260,000.00	300,000.00	330,000.00	360,000.00	1,250,000.00
E911 Console Replacement		250,000.00	-	-	-	250,000.00
Radio Equipment Upgrade	126,268.80	703,100.00	200,000.00	-	-	903,100.00
Emergency Projects Fund		10,000.00	10,000.00	10,000.00	10,000.00	40,000.00
Police Equipment		40,000.00	40,000.00	40,000.00	40,000.00	160,000.00
<u>DFREM/VFRA</u>						
Tanker/Pumper Replacement	334,830.93	800,000.00	850,000.00	900,000.00	950,000.00	3,500,000.00
Vehicle Replacement		-	75,000.00	75,000.00	75,000.00	225,000.00
Equipment Replacement		-	-	-	250,000.00	250,000.00
Total		2,822,650.00	3,240,000.00	2,135,000.00	2,680,000.00	10,877,650.00
<i>Offsetting Revenue</i>	<i>1,108,688.98</i>	<i>978,066.98</i>			<i>130,622.00</i>	
Net Local Revenue		1,844,583.02	3,240,000.00	2,135,000.00	2,549,378.00	10,877,650.00

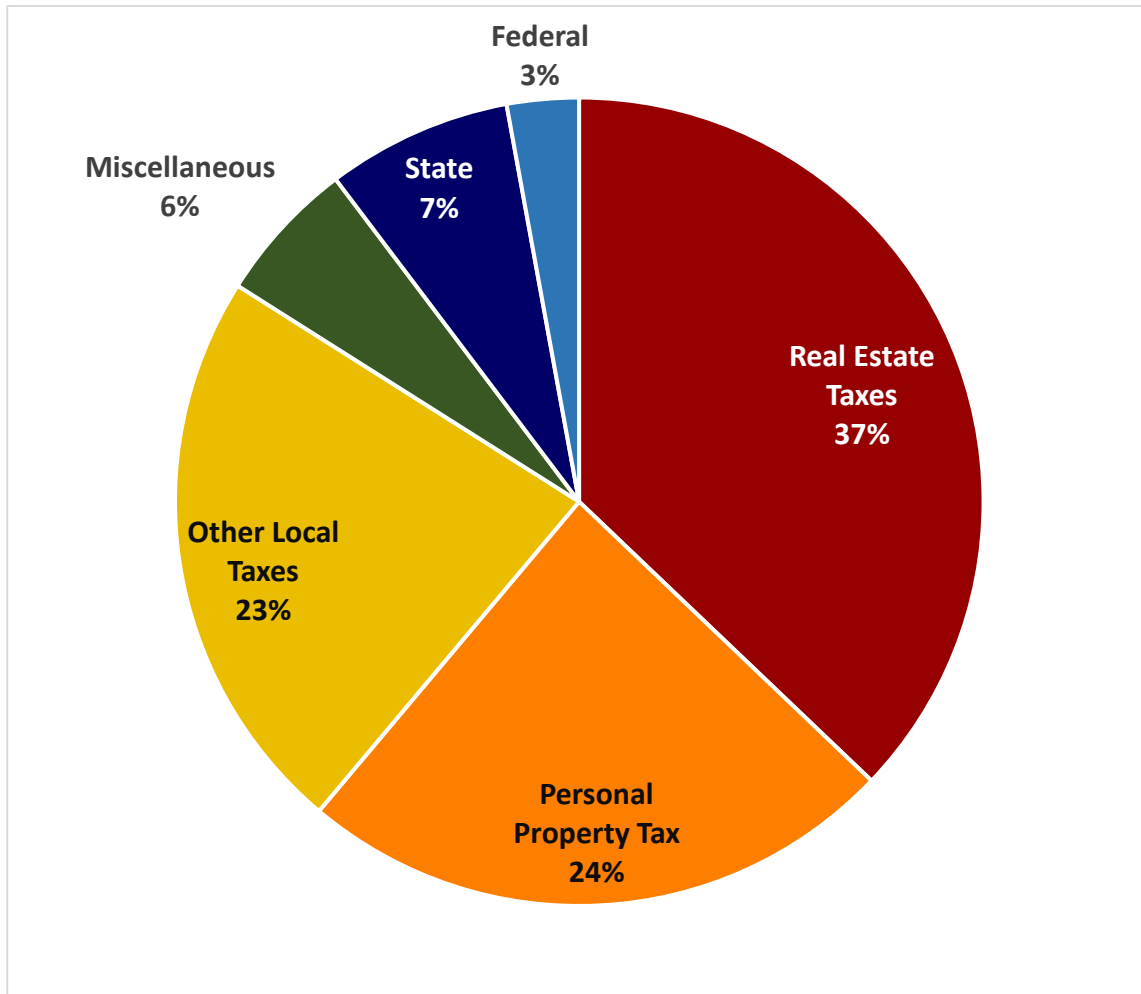
FY 2022-2026 Proposed Capital Improvement Plan

Bond and Cash Funded Capital Improvement Plan

	Non-Tax Payer Funding			LTF 23	PLANNING PERIOD						
Department/Project	Grant Funding	Debt Funding	Special Projects		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2022-26 Total	Future Years
<u>Fire, Rescue & Emergency Services</u>											
WCFR: Fire Station Enhancements				\$150,000		\$150,000	\$150,000	\$150,000	\$150,000	\$600,000	\$ -
WCFR: ESA Lane Training Center										\$0	\$ -
WCFR: New Fire Station		3,000,000			\$3,000,000			\$4,000,000		\$7,000,000	\$ -
WCFR: Cancer Prevention and Protection Measures				250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,000,000	\$ -
Sub-total, Fire, Rescue & Emergency Services	\$ -	\$ 3,000,000	\$ -	\$ 400,000	\$ -	\$ 3,400,000	\$ 400,000	\$ 4,400,000	\$ 400,000	\$ 8,600,000	\$ -
<u>Public Works & Maintenance Building and Grounds</u>											
WCA: Roof Replacement Projects			\$40,000.00	\$10,000.00		\$50,000	\$77,000	\$160,000	\$245,000	\$532,000	\$ -
WCSW: Shenandoah Farms Convenience Site			\$672,877.12				\$500,000	\$500,000	\$155,750	\$1,155,750	\$ -
WCSW: Transfer Station Paving Rehabilitation										\$0	\$ -
WCAA: Airport Hangar Construction			\$186,296.40				200,000			\$200,000	\$ -
WCSW: Crooked Run Refuse Site Replacement/Expansion			\$139,207.00	\$60,793.00		200,000				\$200,000	\$ -
WCA: WCHHS: Senior Center			\$250,375.00	574,625	\$250,375	574,625				\$825,000	\$ -
WCA: VDOT Revenue Sharing Program	125,000		\$1,130,806.00		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	\$ -
WCSW: Transfer Station Facility Upgrades			\$578,266.00			\$578,266				\$578,266	\$ -
Sub-total, Public Works	\$ 125,000	\$ -	\$ 2,997,828	\$ 645,418	\$ 300,375	\$ 1,452,891	\$ 827,000	\$ 710,000	\$ 450,750	\$ 3,741,016	\$ -
<u>Library</u>											
SPL: Floor Replacement			\$ 22,662		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$50,000	
Sub-total, Library	\$ -	\$ -	\$ 22,662	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
<u>Parks & Recreation</u>											
WCA: Morgan Ford Boat Landing					100,000					\$100,000	-
WCA: Avtex Trail System	400,000			\$100,000.00		500,000				\$500,000	-
WCA: Indian Hollow Boat Landing	251,956			\$62,989.00		314,945				\$314,945	-
WCA: Sawner Park							\$265,000			\$265,000	-
WCPR: Rockland Park – Master Plan Dev. – Athletic Fields	400,000		\$38,282.00	\$11,718.00		\$250,000	\$250,000			\$500,000	
WCPR: Health & Human Svcs. Complex – Track Renov.			\$65,471.00		\$85,558					\$85,558	
WCPR: Rockland Park – Master Plan Dev. – Amphitheater								\$244,010		\$244,010	
WCPR: Fork Park			\$205,145.00				225,000			\$225,000	
WCPR: Skyline Soccerplex-Stadium Elev. Bleacher Seating			\$43,855.83						\$54,225	\$54,225	
Sub-total, Parks & Recreation	\$ 1,051,956	\$ -	\$ 352,754	\$174,707.00	\$ 185,558	\$ 1,064,945	\$ 740,000	\$ 244,010	\$ 54,225	\$ 2,288,738	\$ -
COUNTY CIP TOTAL:	\$ 1,176,956	\$ 3,000,000	\$ 3,373,243	\$ 1,220,125	\$ 535,933	\$ 5,917,836	\$ 1,967,000	\$ 5,354,010	\$ 904,975	\$ 14,679,754	\$ -
<u>School Division</u>											
WCPS: SHS, WCHS, Transport Parking & Play Resurfacing										\$0	
WCPS: EWM Multipurpose Building Addition and Auditorium Seat Replacement										\$0	\$ -
WCPS: Warren County High School – Gym Improvements										\$0	\$385,200
WCPS: LFK Elementary - Renovation	10,100,025		2,271,617			12,371,642	5,082,829			\$17,454,471	\$0
WCPS: Parking and Track Seating and Resurfacing										\$0	\$ -
WCPS: HJB Elementary Shingle Roof Replacement										\$0	\$ -
WCPS: HJB Elementary Membrane Roof Replacement										\$0	\$ -
WCPS: Blue Ridge Technical Center - Roof Replacement										\$0	\$ -
WCPS: Blue Ridge Technical Center - HVAC Replacement										\$0	\$ -
WCPS: New Elementary School										\$0	\$ 60,000,000
WCPS: 15th St. Renovation - Maintenance and Food Service										\$0	\$ -
Sub-total, School Division	\$ 10,100,025	\$ -	\$ 2,271,617	\$ -	\$0	\$ 12,371,642	\$ 5,082,829	\$ -	\$ -	\$ 17,454,471	\$ 60,385,200
CIP GRAND TOTAL:	\$ 11,276,981	\$ 3,000,000	\$ 5,644,860	\$ 1,220,125	\$ 535,933	\$ 18,289,478	\$ 7,049,829	\$ 5,354,010	\$ 904,975	\$ 32,134,225	\$ 60,385,200

REVENUE RECONCILIATION

Category	Total
Real Estate Taxes	32,770,000
Personal Property Tax	21,182,220
Other Local Taxes	20,162,000
Permits, Fees, and Licenses	910,000
Miscellaneous	5,064,984
Use of Money and Property	550,000
Services	1,465,000
Miscellaneous	2,230,000
State	6,543,000
Federal	2,540,500
Intergovernmental	459,984



REVENUE RECONCILIATION

DESCRIPTION		FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	FY 2021 - 2022 ADOPTED BUDGET	FY 2022 - 2023 ADOPTED BUDGET	DIFFERENCE ADOPTED TO ACTUAL
** GENERAL FUND **							
GENERAL PROPERTY TAXES							
11010	Real Estate Taxes	28,409,845	28,740,659	28,328,897	31,183,001	32,770,000	4,441,103
11020	Public Service Tax	6,026,139	7,000,793	6,846,454	6,600,000	5,500,000	-1,346,454
11030	Personal Property Tax	16,855,760	16,475,911	19,027,957	18,408,000	21,182,220	2,154,263
11040	Machinery & Tools Tax	1,734,980	1,575,439	2,201,349	1,809,000	1,800,000	-401,349
11050	Mineral Rights	3,087	3,281	1,783	3,000	3,000	1,217
11060	Penalties and Interest	905,562	871,424	982,603	1,000,000	950,000	-32,603
* SUBTOTAL *		53,935,373	54,667,507	58,768,252	59,003,001	62,205,220	4,816,177
OTHER LOCAL TAXES							
12010	Local Sales, Use, Communications	4,680,803	5,313,945	4,863,299	5,880,000	6,250,000	1,386,701
12020	Utility Tax	735,999	741,898	684,710	760,000	760,800	76,090
12030	Business License	830,981	977,124	1,149,077	1,000,000	1,150,000	923
12040	Recordation Taxes (Grantee)	481,619	650,593	859,490	740,000	889,000	29,510
12050	Motor Vehicle License Tax	895,786	850,319	932,782	950,000	950,000	17,218
12070	Recordation (Grantor) Will	135,524	154,419	199,419	100,000	209,200	9,781
12080	Meals and Beverage Tax	1,015,726	898,042	979,542	1,000,000	1,250,000	270,458
12090	Cigarette Tax	0	0	-	100,000	100,000	100,000
312100	Lodging Tax	193,895	210,189	291,949	250,000	350,000	58,051
* SUBTOTAL *		8,970,333	9,796,529	9,960,268	10,780,000	11,909,000	1,948,732
PERMITS, FEES, AND LICENSES							
13010	Animal License Fees	41,877	32,557	37,586	45,000	38,000	414
13030	Permits & Other Licenses	729,227	714,136	693,161	749,000	870,000	176,839
130325	Waste Permit Decal Fee	2,061	2,405	2,800	0	2,000	-800
* SUBTOTAL *		773,165	749,098	733,547	794,000	910,000	176,453
FINES AND FORFEITURES							
14010	Court Fines	98,148	65,027	109,310	90,000	90,000	-19,310
14020	Other Court Costs	0	-142	723	-	0	-723
* SUBTOTAL *		98,148	64,885	110,033	90,000	90,000	-20,033

REVENUE RECONCILIATION

DESCRIPTION		FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	FY 2021 - 2022 ADOPTED BUDGET	FY 2022 - 2023 ADOPTED BUDGET	DIFFERENCE ADOPTED TO ACTUAL
USE OF MONEY AND PROPERTY							
15010	Revenue From Use of Money	497,943	432,648	124,732	250,000	200,000	75,268
15020	Revenue From Use of Property	375,835	330,399	310,371	492,000	350,000	39,629
	* SUBTOTAL *	873,778	763,047	435,103	742,000	550,000	114,897
CHARGES FOR SERVICES							
16010	Charges for Services (Sheriff)	2,396	2,396	2,396	2,000	2,000	-396
16020	Charges for Commonwealth Att.	4,025	4,426	3,971	4,000	4,000	29
16050	Charges for Corrections & Det.	73,220	45,530	68,634	70,000	80,000	11,366
16080	Charges for Sanitation & Waste	1,061,121	1,228,912	982,174	1,300,000	1,300,000	317,826
16160	Sales of Map Survey	12,239	17,649	9,359	17,000	17,000	7,641
16170	Sale of Copies - Comm. Of Rev.	756	880	525	4,000	500	-25
16990	Other Charges for Services	7,500	15,780	50,757	57,500	61,500	10,743
	* SUBTOTAL *	1,161,256	1,315,583	1,117,817	1,454,500	1,465,000	347,184
MISCELLANEOUS AND RECOVERED COSTS							
18030	Refunds, Loans, and Fees	1,465,204	649,907	1,283,687	648,000	560,000	-723,687
18990	Miscellaneous and Recovered Costs	1,040,425	647,263	1,152,211	3,317,400	1,550,000	397,789
19120	Sale of Recyclable Materials	84,095	56,705	118,284	90,000	120,000	1,716
	* SUBTOTAL *	2,589,724	1,353,875	2,554,183	4,055,400	2,230,000	-324,182
STATE REVENUE							
22010	Non-Categorical Aid	213,493	190,468	30,808	211,000	66,000	35,192
23010	Shared Expenses - Commonwealth's Attor	420,119	488,698	439,640	517,756	545,000	105,360
23020	Shared Expenses - Sheriff	1,703,155	1,751,230	1,532,260	1,838,572	1,970,000	437,740
23030	Shared Expenses - Commissioner of Rever	157,015	161,757	148,541	195,008	205,000	56,459
23040	Shared Expenses - Treasurer	117,880	111,920	148,541	128,601	140,000	-8,541
23060	Shared Expenses - Registrar	42,436	68,361	47,286	40,000	45,000	-2,286
23080	Shared Expenses - Clerk of Court	342,858	333,649	311,625	354,750	402,000	90,375
24010	State VPA/Welfare Reimbursement	1,086,228	1,131,478	1,022,353	1,432,657	1,422,000	399,647
24020	Categorical Aid	1,014,390	866,288	899,464	1,050,004	1,168,000	268,536
24040	Other Categorical Aid	1,031,845	1,211,178	438,807	1,606,700	580,000	141,193
	* SUBTOTAL *	6,129,420	6,315,027	5,019,325	7,375,048	6,543,000	1,523,675

REVENUE RECONCILIATION

DESCRIPTION		FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	FY 2021 - 2022 ADOPTED BUDGET	FY 2022 - 2023 ADOPTED BUDGET	DIFFERENCE ADOPTED TO ACTUAL
FEDERAL REVENUE							
31010	Revenue from the Federal Government	1,980,125	2,068,016	4,732,976	2,503,051	2,540,500	-2,192,476
	* SUBTOTAL *	1,980,125	2,068,016	4,732,976	2,503,051	2,540,500	-2,192,476
INTERGOVERNMENTAL							
41050	Transfers from Other Funds	5,147,179	5,254,583	1,663,481	93,000	202,300	-1,461,181
41900	Use of Fund Balance	0	0	-	1,500,000	257,684	1,135,344
	* SUBTOTAL *	5,147,179	5,254,583	1,663,481	1,593,000	459,984	-325,837
TOTAL GENERAL FUND REVENUE		81,658,502	82,348,150	85,094,985	88,390,000	88,902,704	6,064,590
OTHER FUNDS							
CAPITAL IMPROVEMENT FUND							
	Grant Funding	-	-	-		10,976,981	
	Revenue from Debt	-	-	-		3,000,000	
	Transfer from General Fund	-	-	-		1,220,125	
	Transfer from Special Projects Fund	-	-	-		3,092,372	
	Use of Fund Balance					-	
	* SUBTOTAL *	0	0	0	0	18,289,478	0
ASSET REPLACEMENT FUND							
	Transfer from General Fund	-	-	-		1,844,583	
	Transfer from Special Projects Fund	-	-	-		978,067	
	* SUBTOTAL *	0	0	0	0	2,822,650	0
AIPORT FUND							
	Interest on Bank Deposits	-	-	-	-	-	-
	Hangar Rentals	190,863	192,183	178,607	189,665	189,665	-
	Miscellaneous Income	1,001	2,000	-	-	18,667	18,667
	State Grants	29,408	9,894	4,785	-	-	-
	Federal Grants	156,938	50,615	4,250	-	-	-
	Transfer from Other Funds	-	-	-	-	-	-
	* SUBTOTAL *	378,210	254,692	187,642	189,665	208,332	18,667

REVENUE RECONCILIATION

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	FY 2021 - 2022 ADOPTED BUDGET	FY 2022 - 2023 ADOPTED BUDGET	DIFFERENCE ADOPTED TO ACTUAL
COST RECOVERY						
Cost Recovery Fees	1,092,766	967,994	695,609	900,000	969,000	69,000
ECONOMIC DEVELOPMENT AUTHORITY						
Income	N/A	1,552,924	1,404,357	1,785,300	1,313,250	69,000

REVENUES

Department	Major	Account	Description	Adopted FY 23
General Fund Revenue	11010	7	Land Use Rollback Tax	50,000
General Fund Revenue	11010	2101	Real Estate Tax	32,720,000
General Fund Revenue	11020	2102	Public Service Tax	5,500,000
General Fund Revenue	11030	11	PPTR State Share Per Prop Tax 2006	4,514,220
General Fund Revenue	11030	2101	Personal Property Tax	16,660,000
General Fund Revenue	11030	2151	Mobile Home Tax	8,000
General Fund Revenue	11040	2101	Machinery & Tools Tax	1,800,000
General Fund Revenue	11050	2101	Minerals Tax	3,000
General Fund Revenue	11060	1	Penalties on Tax	550,000
General Fund Revenue	11060	2	Interest on Taxes	400,000
General Fund Revenue	12010	1	Local Sales and Use tax	5,600,000
General Fund Revenue	12010	2	Communication Sales tax	650,000
General Fund Revenue	12020	1	Consumer Utility Tax	800
General Fund Revenue	12020	3	Utility Service	760,000
General Fund Revenue	12030	1	Business License	1,150,000
General Fund Revenue	12040	1	Recordation on Taxes Grantee	849,000
General Fund Revenue	12040	2	Bank Franchise Tax	40,000
General Fund Revenue	12050	1	Motor Vehicle Licenses	950,000
General Fund Revenue	12070	1	Tax on Wills and Admin	9,200
General Fund Revenue	12070	2	Additional Tax on Deeds - Grantor	200,000
General Fund Revenue	12080	1	Meals and Beverage Tax	1,250,000
General Fund Revenue	12090	1	Cigarette Tax	100,000
General Fund Revenue	13010	1	Animal Licenses (Dog Tag)	38,000
General Fund Revenue	13030	5	Land Transfer Fees	2,000
General Fund Revenue	13030	7	Zoning and Subdivision Fees	18,650
General Fund Revenue	13030	8	Building Permits	400,000
General Fund Revenue	13030	31	Rezoning Permits	20,000
General Fund Revenue	13030	34	Parks and Rec User Fees	-
General Fund Revenue	13030	40	Septage Hauling Fees	150,000
General Fund Revenue	13030	51	Other Permits Fees and Licenses	12,000
General Fund Revenue	13040	100	Program Fees	50,400
General Fund Revenue	13040	101	League Fees	24,300
General Fund Revenue	13040	102	Bus Trips	16,200

REVENUES

Department	Major	Account	Description	Adopted FY 23
General Fund Revenue	13040	103	Camp Fees	2,250
General Fund Revenue	13040	1	Facility & Rental Income	98,200
General Fund Revenue	13040	2	Concessions	30,000
General Fund Revenue	13040	3	Pool Income	45,000
General Fund Revenue	13040	99	Miscellaneous Revenue	1,000
General Fund Revenue	14010	1	Court Fines and Forfeitures	90,000
General Fund Revenue	15010	1	Interest on Bank Deposits	200,000
General Fund Revenue	15020	1	Rent of County Property	350,000
General Fund Revenue	16010	3	Sheriff's Fees	2,000
General Fund Revenue	16020	1	Comm & Court Appt Attorney Fees	4,000
General Fund Revenue	16050	7	Courthouse& Courtroom Security	80,000
General Fund Revenue	16080	2	Landfill Use Charges	1,300,000
General Fund Revenue	16160	1	Sales Copies, Maps and Code Books	17,000
General Fund Revenue	16170	1	Sales Copies Comm Revenue	500
General Fund Revenue	16990	1	Skyline Training Academy Fees	1,500
General Fund Revenue	16990	2	DSS Legal Fees to CNTY ATTY's office	60,000
General Fund Revenue	18030	2	Public Assistance Refunds	30,000
General Fund Revenue	18030	3	Expenditure Refunds - Jurors	20,000
General Fund Revenue	18030	10	VA Port Authority Service Charge	20,000
General Fund Revenue	18030	20	Administrative Fee	200,000
General Fund Revenue	18030	24	Shenandoah Farms Reimbursement	-
General Fund Revenue	18030	26	DSS & Health Dept. Reimbursement	20,000
General Fund Revenue	18030	30	Reimb for Public Works Sant. Dist.	240,000
General Fund Revenue	18030	33	P-card Rebates	30,000
General Fund Revenue	18990	33	Reimb. Shen Farms Capital	-
General Fund Revenue	18990	35	Reimb. RSW Jail	
General Fund Revenue	18990	40	EDA-Recovery	1,500,000
General Fund Revenue	18990	99	Miscellaneous	50,000
General Fund Revenue	19120	99	Sale of Recyclable Materials	120,000
General Fund Revenue	22010	2	Rolling Stock Tax	50,000
General Fund Revenue	22010	3	Carrier 2.5% Rental 7 Rolling Stock	15,000
General Fund Revenue	22010	5	Mobile Home Titling Tax	1,000
General Fund Revenue	22010	8	Recordation and Grantor's Tax	-

REVENUES

Department	Major	Account	Description	Adopted FY 23
General Fund Revenue	23010	1	Commonwealth Attorney	545,000
General Fund Revenue	23020	1	Sheriff	1,970,000
General Fund Revenue	23030	1	Commissioner of Revenue	205,000
General Fund Revenue	23040	1	Treasurer	140,000
General Fund Revenue	23060	1	Registrar Electoral Board	45,000
General Fund Revenue	23080	3	Clerk of Circuit Court	365,000
General Fund Revenue	23080	5	Circuit Court / Tech Trust Fund	37,000
General Fund Revenue	24010	2	Public Assistance and Welfare Adm.	1,422,000
General Fund Revenue	24020	6	At Risk Receipts	1,168,000
General Fund Revenue	24040	1	Abandoned Vehicle Program	9,500
General Fund Revenue	24040	7	Litter Control Grant	17,000
General Fund Revenue	24040	10	Victim Witness Grant	68,000
General Fund Revenue	24040	21	Library of Virginia Grant	41,121
General Fund Revenue	24040	30	VA Juvenile Comm Crime Control Act	36,630
General Fund Revenue	24040	31	School Resource Officer Grant	37,000
General Fund Revenue	24040	32	Fire Program Fund	88,000
General Fund Revenue	24040	33	EMS - Two for Life / Four for Life	44,000
General Fund Revenue	24040	36	DMV Grant	23,430
General Fund Revenue	24040	42	Virginia Domestic Violence Grant	45,000
General Fund Revenue	24040	46	Highway Maintenance	30,000
General Fund Revenue	24040	52	VITA - Public Safety (wireless 911)	-
General Fund Revenue	24040	55	Local Gov Challenge Grant	4,500
General Fund Revenue	24040	56	VDOT - Revenue Sharing	-
General Fund Revenue	24040	59	Dept. of Historic Resources Grant	-
General Fund Revenue	24040	68	E-911 Funding	125,819
General Fund Revenue	24040	69	Prisoner Extradition	10,000
General Fund Revenue	31010	1	Payment in Lieu of Taxes	54,000
General Fund Revenue	31010	2	Social Services Federal	2,074,000
General Fund Revenue	31010	7	Bullet Proof vest Program	7,500
General Fund Revenue	31010	49	SAFER Grant	405,000
General Fund Revenue	41050	27	Transfers from Library Fund	10,000
General Fund Revenue	41050	28	Transfers from Courthouse Maint. Fund	43,000
General Fund Revenue	41050	29	Transfer from Weapons Permit Fund	40,000

REVENUES

Department	Major	Account	Description	Adopted FY 23
General Fund Revenue	41050	31	Trans from Sky Est Sant to General	8,044
General Fund Revenue	41050	32	Trans from Linden Heights to General	1,936
General Fund Revenue	41050	35	Trans from South River Sant to General	1,277
General Fund Revenue	41050	37	Trans from Blue Mtn Sant to General	8,069
General Fund Revenue	41050	38	Transfer from Riverside to General Fund	540
General Fund Revenue	41050	39	Trans from Shen Farms Sant to General	40,855
General Fund Revenue	41050	40	Trans from High Knob Sant District	21,703
General Fund Revenue	41050	43	Transfer from Cedarville Heights	1,100
General Fund Revenue	41050	54	Transfer from Lake Front Royal	8,268
General Fund Revenue	41050	55	Transfer from Shangri-la	807
General Fund Revenue	41050	56	Transfer from Wildcat Drive	1,097
General Fund Revenue	41050	57	Transfer from Osprey Lane	809
General Fund Revenue	41050	58	Transfer from Shannon Woods	545
General Fund Revenue	41050	62	Transfer from Shenandoah Shores	14,250
General Fund Revenue	41900	10	Prior Year Fund Balance	257,685
General Fund Revenue	130325	1	Waste Permit Decal Fee	2,000
General Fund Revenue	312100	1	Lodging Tax	350,000
Total				88,902,705
Social Services	41050	1	Transfer from General Fund	4,958,747
School Capital Improvement Fund	41050	59	Transfer from Capital Improvement Fund	2,271,617
School Capital Improvement Fund	20000	1	State Funding	2,000,000
School Capital Improvement Fund	30000	1	ARPA Grant Funding	8,100,025
School Operating Fund	41050	1	Transfer from General Fund	26,982,261
School Operating Fund	20000	1	State	36,881,771
School Operating Fund	30000	1	Federal	5,954,877
School Operating Fund	18990	1	Other	551,753
School Cafeteria Fund	20000	1	State	3,392,190
Skyland Estates Sanitary District	11010	2202	Sanitary District Taxes	256,550

REVENUES

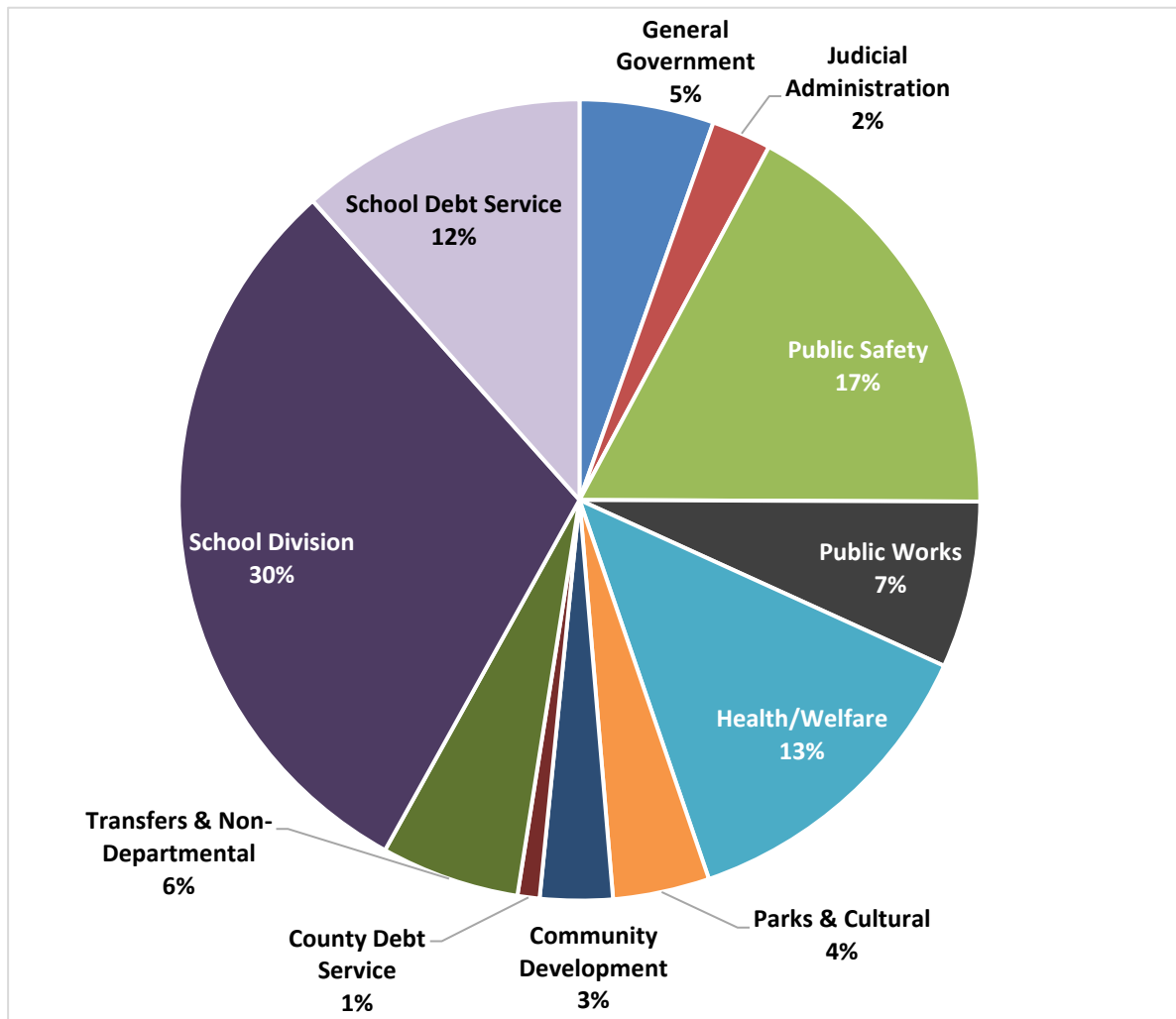
Department	Major	Account	Description	Adopted FY 23
Linden Heights Sanitary District	11010	2202	Sanitary District Taxes	31,725
Shenandoah Shores Sanitary District	11010	2102	Sanitary District Taxes	278,000
South River Sanitary District	11010	2202	Sanitary District Taxes	18,542
Blue Mountain Sanitary District	11010	2202	Sanitary District Taxes	154,382
Riverside Sanitary District	11010	2202	Sanitary District Taxes	3,480
Shenandoah Farms Sanitary District	11010	2202	Sanitary District Taxes	810,093
High Knob Sanitary District	11010	2202	Sanitary District Taxes	472,069
Cedarville Heights Sanitary District	11010	2202	Sanitary District Taxes	15,500
Lake Front Royal Sanitary District	11010	2202	Sanitary District Taxes	158,361
Shangri-La Sanitary District	11010	2202	Sanitary District Taxes	9,144
Wildcat Drive Sanitary District	11010	2202	Sanitary District Taxes	14,940
Osprey Lane Sanitary District	11010	2202	Sanitary District Taxes	9,180
Shannon Woods Sanitary District	11010	2202	Sanitary District Taxes	3,906
Capital Improvement Fund	24040	56	VDOT Revenue Sharing	25,000
Capital Improvement Fund	31010	99	Avtex Trail System Grant	400,000
Capital Improvement Fund	24040	29	Indian Hollow Boat landing Grant	251,956
Capital Improvement Fund	24040	28	Rockland Park Grant	200,000
Capital Improvement Fund	31010	99	School ARPA	-
Capital Improvement Fund	41500	1	Transfer from General Fund	1,220,125

REVENUES

Department	Major	Account	Description	Adopted FY 23
Capital Improvement Fund	41500	34	Transfer from Special Projects	3,092,372
Capital Improvement Fund	18030	7	Proceeds from Bond Issue	3,000,000
Capital Improvement Fund	99000	1	Prior Year Fund Balance	-
Asset Replacement Fund	41500	1	Transfer from General Fund	1,844,583
Asset Replacement Fund	41500	34	Transfer from Special Projects Fund	978,067
Airport	15020	3	Hangar Rental	189,665
Airport	18990	99	Miscellaneous Income	18,667
Cost Recovery	16090	1	Cost Recovery Fees	969,000
Economic Development Authority	18990	4000	Operating Allotment	447,385
Economic Development Authority	18990	4050	Debt Service - County	127,920
Economic Development Authority	18990	4100	Bond Administration Fees	6,275
Economic Development Authority	18990	4150	Interest Income - RBEL	3,103
Economic Development Authority	18990	4175	Interest Income - IRP	2,040
Economic Development Authority	18990	4180	Interest Income - IT Federal	250,000
Economic Development Authority	18990	4200	Rent Income	476,527

EXPENDITURE REPORT SUMMARY

General Government	4,824,122
Judicial Administration	2,140,862
Public Safety	15,318,296
Public Works	5,977,310
Health/Welfare	11,528,294
Parks & Cultural	3,473,183
Community Development	2,596,291
County Debt Service	800,000
Transfers & Non-Departmental	4,962,086
School Division	26,982,261
School Debt Service	10,300,000



EXPENDITURE REPORT SUMMARY

				FY 2021 - 2022	FY 2022 - 2023	
DESCRIPTION		FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	ADOPTED	ADOPTED
		ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET
GENERAL GOVERNMENT						
11010	Board of Supervisors	919,699	2,404,331	2,160,448	179,000	205,040
12020	County Administration	700,293	627,554	596,392	500,000	570,195
12030	Human Resources	-	-	1,924	169,900	276,694
12040	County Attorney	214,382	168,366	154,390	344,000	356,374
12060	Information Technology	-	-	-	-	1,006,113
12090	Commissioner of the Revenue	635,865	683,315	696,470	777,000	769,265
12110	Reassessment	286,286	1,881	1,296	50,000	148,331
12130	Treasurer	527,612	498,997	535,950	566,000	571,335
12150	Finance & Purchasing	325,425	296,187	372,293	518,000	476,474
13000	Elections	202,918	262,463	279,730	391,000	444,301
* SUBTOTAL *		3,812,480	4,943,094	4,798,893	3,494,900	4,824,122
JUDICIAL ADMINISTRATION						
21010	Circuit Court	28,301	35,751	7,133	65,400	71,044
21020	General District Court	18,888	17,872	24,706	24,300	24,300
21030	Magistrates	4,104	4,584	4,536	5,800	5,400
21040	Drug Court	-	-	-	-	70,160
21050	Juvenile and Domestic Court	17,859	18,468	15,604	19,000	19,000
21060	Clerk of Circuit Court	591,866	577,068	595,585	638,600	712,101
21080	Law Library	47,729	54,092	57,570	54,300	63,538
22010	Commonwealth's Attorney	785,036	952,916	1,057,942	1,105,200	1,175,318
* SUBTOTAL *		1,493,783	1,660,751	1,763,076	1,912,600	2,140,862
PUBLIC SAFETY						
31020	Sheriff's Department	4,062,799	4,077,795	4,725,508	4,953,000	7,487,692
31040	E-911 System	542,115	622,601	709,678	753,000	1,008,155
31050	School Resource	584,491	725,798	826,414	766,800	-
32000	Volunteer Fire & Rescue	955,520	1,012,916	1,724,094	940,000	1,119,471
33000	Court Services	971,896	960,997	929,591	998,300	-
33030	Probation	63,230	43,332	10,316	41,000	41,000

EXPENDITURE REPORT SUMMARY

DESCRIPTION					FY 2021 - 2022	FY 2022 - 2023
		FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	ADOPTED	ADOPTED
		ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET
34010	Building Inspections	650,795	669,739	738,866	618,000	633,435
35010	Animal Control	649,641	685,432	573,852	705,800	-
35030	Medical Examiner	740	780	680	1,000	1,000
35050	Fire & Rescue Department	3,086,725	3,338,898	4,012,144	4,376,000	5,027,543
* SUBTOTAL *		11,567,952	12,138,288	14,251,143	14,152,900	15,318,296
PUBLIC WORKS						
41010	Public Works/Sanitary Districts	389,345	372,848	487,575	428,200	443,385
41020	Streets and Highways	17,018	17,818	9,499	20,000	20,000
42030	Refuse Collection	710,782	753,168	796,471	786,000	847,260
42035	Refuse Collection/Transfer Station	156,669	183,701	210,292	226,000	226,930
42040	Refuse Disposal	2,414,597	2,695,474	2,546,563	2,880,000	2,877,514
43000	Maintenance of Bldgs. & Grounds	1,223,179	1,484,045	1,769,655	1,396,000	1,562,221
* SUBTOTAL *		4,911,590	5,507,054	5,820,055	5,736,200	5,977,310
HEALTH/WELFARE/PARTNERSHIPS						
51000	Health	355,798	350,963	392,676	382,412	373,600
52000	Mental Health & Disability	32,500	32,500	32,500	-	-
53000	Social Services	3,943,902	3,820,576	4,015,443	5,045,779	4,958,747
53090	Other Social Services	115,178	115,489	118,289	142,500	149,000
53500	Comprehensive Services Act	1,731,108	1,678,560	2,026,204	1,785,000	1,994,647
54000	School Division	26,243,110	26,442,631	26,956,323	27,720,000	26,982,261
64010	Regional Partnerships	3,607,210	3,653,113	4,390,466	4,193,850	4,052,300
* SUBTOTAL *		36,028,806	36,093,832	37,931,901	39,269,541	38,510,555
PARK, REC & CULTURAL						
71010	Parks & Rec - Administration	772,963	792,983	637,928	892,000	712,489
71020	Parks & Rec - Rec Programs	53,270	45,646	19,566	52,500	169,165
71030	Parks & Rec - Maintenance	1,464,175	1,386,698	1,440,844	1,541,600	1,552,529
73000	Library, Museums, Cult. Enrich.	994,134	1,006,758	1,018,087	1,018,100	1,039,000
* SUBTOTAL *		3,284,542	3,232,085	3,116,424	3,504,200	3,473,183

EXPENDITURE REPORT SUMMARY

				FY 2021 - 2022	FY 2022 - 2023	
DESCRIPTION		FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	ADOPTED	ADOPTED
		ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET
COMMUNITY DEVELOPMENT						
81010	Planning & Zoning Administration	436,799	419,519	388,235	473,000	485,229
81050	Economic Development	54,117	108,234	302,194	3,197,500	1,943,047
82000	Environmental Management	26,045	18,530	20,500	18,500	28,500
83000	VPI Extension Service	109,101	114,738	111,998	121,000	139,515
* SUBTOTAL *		626,062	661,021	822,927	3,810,000	2,596,291
MISCELLANEOUS						
91000	Non-Departmental	982,803	782,300	2,682,925	1,884,000	1,838,000
92000	Capital Outlay	18,547,831	6,774,261	3,410,276	14,625,659	-
95000	Debt Service	-	11,351,634	11,686,376	-	11,159,378
99010	Transfers to Other Funds	-	-	-	-	3,064,708
* SUBTOTAL *		46,864,407	45,965,566	46,859,459	16,509,659	16,062,086
TOTAL GENERAL FUND		82,346,512	83,759,060	88,407,555	88,390,000	88,902,704

OTHER FUNDS

59 CAPITAL IMPROVEMENT FUND

Fire & Rescue	-	-	-	-	3,400,000
Public Works & Buildings	-	-	-	-	1,452,891
Parks & Recreation	-	-	-	-	1,064,945
School Division	-	-	-	-	12,371,642
* SUBTOTAL *	0	0	0	0	18,289,478

EXPENDITURE REPORT SUMMARY

DESCRIPTION				FY 2021 - 2022	FY 2022 - 2023
	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	ADOPTED BUDGET	ADOPTED BUDGET
60 ASSET REPLACEMENT FUND					
General Administration	-	-	-	-	163,550
Public Works/Refuse	-	-	-	-	100,000
Information Technology	-	-	-	-	410,000
Parks & Recreation	-	-	-	-	86,000
Sheriff's Office	-	-	-	-	1,263,100
Fire & Rescue	-	-	-	-	800,000
* SUBTOTAL *	0	0	0	0	2,822,650
81 AIRPORT FUND					
Personnel	0	0	-	-	76,592
Operating	369,736	226,983	179,874	189,665	131,740
Transfer to General Fund	21,335	20,105	-	-	-
* SUBTOTAL *	391,071	247,088	179,874	189,665	208,332
83 COST RECOVERY FUND					
Operating Expenditures	597,225	295,811	797,009	900,000	969,000
94 ECONOMIC DEVELOPMENT AUTHORITY					
Operating Expenditures	-	1,634,541	1,457,290	1,785,300	1,313,250

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Board of Supervisors	11010	1030	BOS Compensation	52,800
Board of Supervisors	11010	2001	FICA	4,040
Board of Supervisors	11010	2005	Hospital Medical	48,500
Board of Supervisors	11010	3001	Legal Services	20,000
Board of Supervisors	11010	3002	Professional Services	10,000
Board of Supervisors	11010	3005	Computer Services	5,000
Board of Supervisors	11010	3008	Engineering Services	5,000
Board of Supervisors	11010	3302	Advertising	16,000
Board of Supervisors	11010	3399	Misc Services	5,000
Board of Supervisors	11010	5302	Liability Insurance	18,700
Board of Supervisors	11010	5401	Office Supplies	2,000
Board of Supervisors	11010	5501	Mileage	1,000
Board of Supervisors	11010	5505	Convention and Travel	6,000
Board of Supervisors	11010	5801	Dues and Memberships	11,000
County Administrator	12020	1001	Full Time - Exempt 35	280,122
County Administrator	12020	1003	Full Time - Non-Exempt 35	126,675
County Administrator	12020	2001	FICA	29,131
County Administrator	12020	2002	VRS	47,433
County Administrator	12020	2005	Hospital Medical	48,500
County Administrator	12020	2006	Group Insurance	4,841
County Administrator	12020	2008	Hybrid Disability	1,627
County Administrator	12020	2011	Worker's Compensation	366
County Administrator	12020	3002	Professional Services	2,000
County Administrator	12020	3302	Advertising	3,200
County Administrator	12020	5201	Postage	1,800
County Administrator	12020	5203	Telephone	4,800
County Administrator	12020	5204	Mobile Radio	200
County Administrator	12020	5305	Auto Insurance	-
County Administrator	12020	5401	Office Supplies	8,500
County Administrator	12020	5408	Operation of Motor Vehicles	-
County Administrator	12020	5411	Books and Subscriptions	500
County Administrator	12020	5005	Convention & Education	4,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
County Administrator	12020	5515	Training Supplies	500
County Administrator	12020	5510	Dues and Memberships	3,000
County Administrator	12020	7007	Computer Equipment	2,000
County Administrator	12020	7013	Contingency	1,000
Human Resources	12030	1001	Full Time - Exempt 35	89,460
Human Resources	12030	1003	Full Time - Non-Exempt 35	39,925
Human Resources	12030	2001	FICA	9,898
Human Resources	12030	2002	VRS	15,086
Human Resources	12030	2005	Hospital Medical	19,400
Human Resources	12030	2006	Group Insurance	1,540
Human Resources	12030	2008	Hybrid Disability	518
Human Resources	12030	2011	Worker's Compensation	117
Human Resources	12030	2022	Career Advancement	20,000
Human Resources	12030	3002	Professional Services	32,000
Human Resources	12030	3003	Health Services	2,000
Human Resources	12030	3302	Advertising	4,000
Human Resources	12030	5401	Office Supplies	1,750
Human Resources	12030	5402	Food Supplies	25,000
Human Resources	12030	5415	Other Operating Supplies	12,000
Human Resources	12030	5505	Convention and Education	2,000
Human Resources	12030	5510	Dues and Memberships	2,000
County Attorney	12040	1001	Full Time - Exempt 35	77,140
County Attorney	12040	1003	Full Time - Non-Exempt 35	38,072
County Attorney	12040	2001	FICA	8,814
County Attorney	12040	2002	VRS	13,434
County Attorney	12040	2005	Hospital Medical	19,400
County Attorney	12040	2006	Group Insurance	1,371
County Attorney	12040	2008	Hybrid Disability	461
County Attorney	12040	2011	Worker's Compensation	127
County Attorney	12040	3001	Legal Services	180,000
County Attorney	12040	3301	Service Fee	3,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
County Attorney	12040	5201	Postage	500
County Attorney	12040	5203	Telephone	1,356
County Attorney	12040	5401	Office Supplies	3,500
County Attorney	12040	5411	Books and Subscriptions	4,000
County Attorney	12040	5504	Travel and Training	2,500
County Attorney	12040	5415	Other Operating Supplies	1,000
County Attorney	12040	5510	Dues and Memberships	1,700
Information Technology	12060	1001	Full Time - Exempt 35	96,171
Information Technology	12060	1003	Full Time - Non-Exempt 35	191,515
Information Technology	12060	2001	FICA	22,008
Information Technology	12060	2002	VRS	26,841
Information Technology	12060	2005	Hospital Medical	38,800
Information Technology	12060	2006	Group Insurance	3,423
Information Technology	12060	2011	Worker's Compensation	259
Information Technology	12060	3001	Computer Modifications for Energov - from Bld Ins.	55,700
Information Technology	12060	3005	Computer Services	108,000
Information Technology	12060	3103	Maintenance Service Contracts	18,000
Information Technology	12060	5104	Cable	102,175
Information Technology	12060	5201	Postage	100
Information Technology	12060	5203	Telephone	9,620
Information Technology	12060	5407	Vehicle & Powered Equip. Maint. Supplies	2,000
Information Technology	12060	5408	Vehicle & Powered Equipment Fuels	1,500
Information Technology	12060	5411	Books and Subscriptions	26,000
Information Technology	12060	5413	Computer Supplies	20,000
Information Technology	12060	5420	Small Tools	2,000
Information Technology	12060	5421	Misc. Software	5,000
Information Technology	12060	5450	Furniture and Equipment	1,500
Information Technology	12060	5505	Convention and Education	21,000
Information Technology	12060	7002	Equipment Lease/Rental	75,000
Information Technology	12060	7007	Computer Equipment	58,500
Information Technology	12060	7008	Computer Software	121,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Commissioner of Revenue	12090	1001	Full Time Exempt 35	106,453
Commissioner of Revenue	12090	1003	Full Time Non-Exempt	409,244
Commissioner of Revenue	12090	2001	FICA	39,451
Commissioner of Revenue	12090	2002	VRS	53,769
Commissioner of Revenue	12090	2005	Hospital Medical	98,000
Commissioner of Revenue	12090	2006	Group Insurance	4,908
Commissioner of Revenue	12090	2008	Hybrid Disability	2,063
Commissioner of Revenue	12090	2011	Worker's Compensation	464
Commissioner of Revenue	12090	3102	Equipment Maintenance	570
Commissioner of Revenue	12090	3300	Printing and Binding	2,198
Commissioner of Revenue	12090	3302	Advertising	930
Commissioner of Revenue	12090	5201	Postage	6,400
Commissioner of Revenue	12090	5203	Telephone	4,425
Commissioner of Revenue	12090	5305	Auto Insurance	575
Commissioner of Revenue	12090	5401	Office Supplies	7,500
Commissioner of Revenue	12090	5408	Vehicle & Powered Equipment Fuels	1,500
Commissioner of Revenue	12090	5411	Books and Subscriptions	2,500
Commissioner of Revenue	12090	5414	Assessment Valuation	7,100
Commissioner of Revenue	12090	5450	Furniture and Equipment	-
Commissioner of Revenue	12090	5460	Technology Hardware	7,500
Commissioner of Revenue	12090	5505	Conventions and Education	8,500
Commissioner of Revenue	12090	5510	Dues and Memberships	2,716
Commissioner of Revenue	12090	5601	Lease/Rent Equipment	2,500
Reassessment	12110	1030	Board Member Compensation	7,640
Reassessment	12110	1021	Part Time Temporary	1,930
Reassessment	12110	2001	FICA	732
Reassessment	12110	3006	Reassessment Services	135,769
Reassessment	12110	3302	Advertising	547
Reassessment	12110	5201	Postage	117
Reassessment	12110	5203	Telephone	1,096
Reassessment	12110	5415	Other Operating Supplies	500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Treasurer	12130	1001	Full Time Exempt 35	92,758
Treasurer	12130	1003	Full Time Non-Exempt 35	238,827
Treasurer	12130	2001	FICA	25,366
Treasurer	12130	2002	VRS	38,663
Treasurer	12130	2005	Hospital Medical	67,900
Treasurer	12130	2006	Group Insurance	3,946
Treasurer	12130	2008	Hybrid Disability	1,326
Treasurer	12130	2011	Worker's Compensation	298
Treasurer	12130	3005	Computer Services	400
Treasurer	12130	3007	Advertising	1,500
Treasurer	12130	3100	Equipment Services	700
Treasurer	12130	3300	Printing and Binding	25,000
Treasurer	12130	5201	Postage	54,000
Treasurer	12130	5203	Telephone	3,080
Treasurer	12130	5401	Office Supplies	12,300
Treasurer	12130	5421	Misc. Software	750
Treasurer	12130	5450	Furniture and Equipment	500
Treasurer	12130	5501	Mileage	1,500
Treasurer	12130	5510	Dues and Memberships	920
Treasurer	12130	5601	Lease/Rent Equipment	1,600
Finance and Purchasing	12150	1001	Full Time Exempt - 35	162,826
Finance and Purchasing	12150	1003	Full Time Non-Exempt 35	80,561
Finance and Purchasing	12150	2001	FICA	18,619
Finance and Purchasing	12150	2002	VRS	28,379
Finance and Purchasing	12150	2005	Hospital Medical	38,800
Finance and Purchasing	12150	2006	Group Insurance	2,896
Finance and Purchasing	12150	2008	Hybrid Disability	974
Finance and Purchasing	12150	2011	Worker's Compensation	219
Finance and Purchasing	12150	3002	Professional Services	114,100
Finance and Purchasing	12150	5201	Postage	2,600
Finance and Purchasing	12150	5203	Telephone	3,000
Finance and Purchasing	12150	5401	Office Supplies	8,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Finance and Purchasing	12150	5505	Convention and Education	5,000
Finance and Purchasing	12150	5510	Dues and Memberships	3,500
Finance and Purchasing	12150	5601	Lease/Rent Equipment	7,000
Elections/Registrar	13000	1001	Full Time-Exempt 35	97,395
Elections/Registrar	13000	1003	Full Time Non-Exempt - 35	130,826
Elections/Registrar	13000	1021	Part Time Temporary	37,000
Elections/Registrar	13000	2001	FICA	13,733
Elections/Registrar	13000	2002	VRS	19,848
Elections/Registrar	13000	2005	Hospital Medical	29,100
Elections/Registrar	13000	2006	Group Insurance	2,025
Elections/Registrar	13000	2011	Worker's Compensation	153
Elections/Registrar	13000	3005	Computer Services	15,000
Elections/Registrar	13000	3102	Equipment Maintenance	20,000
Elections/Registrar	13000	3300	Printing and Binding	16,500
Elections/Registrar	13000	3302	Advertising	1,200
Elections/Registrar	13000	5201	Postage	15,000
Elections/Registrar	13000	5203	Telephone	5,500
Elections/Registrar	13000	5401	Office Supplies	9,000
Elections/Registrar	13000	5406	Maintenance Supplies	2,300
Elections/Registrar	13000	5415	Other Operating Supplies	5,000
Elections/Registrar	13000	5450	Furniture and Fixtures	500
Elections/Registrar	13000	5504	Travel	6,000
Elections/Registrar	13000	5510	Dues and Memberships	571
Elections/Registrar	13000	5601	Lease/ Rent Equipment	2,700
Elections/Registrar	13000	5602	Lease/ Rent of Buildings	650
Elections/Registrar	13000	5897	COVID-19 Expenses	300
Elections/Registrar	13000	7001	Machinery and Equipment	2,000
Elections/Registrar	13000	8007	Computer Software	12,000
Circuit Court	21010	1020	Part Time Permanent	32,744
Circuit Court	21010	2001	FICA	-
Circuit Court	21010	2011	Worker's Compensation	-

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Circuit Court	21010	3306	Part Time Temporary	31,350
Circuit Court	21010	5201	Postage	100
Circuit Court	21010	5203	Telephone	4,200
Circuit Court	21010	5411	Books and Subscriptions	1,000
Circuit Court	21010	5450	Furniture and Equipment	850
Circuit Court	21010	6001	County Shared Expenses	800
General District Court	21020	3001	Legal Services	8,000
General District Court	21020	3102	Equipment Maintenance	500
General District Court	21020	5203	Telephone	4,500
General District Court	21020	5401	Office Supplies	5,500
General District Court	21020	5411	Books and Subscriptions	1,000
General District Court	21020	5450	Furniture and Equipment	1,000
General District Court	21020	5505	Convention and Education	1,500
General District Court	21020	5510	Dues and Memberships	300
General District Court	21020	5601	Lease/Rental Equipment	2,000
Magistrates	21030	5203	Telephone	2,050
Magistrates	21030	5401	Office Supplies	1,050
Magistrates	21030	5450	Furniture and Fixtures	400
Magistrates	21030	5510	Dues & Memberships	100
Magistrates	21030	5601	Lease/Rent Equipment	1,800
Drug Court	21040	1041	Contracted Employees	30,160
Drug Court	21040	2001	FICA	-
Drug Court	21040	2002	VRS	-
Drug Court	21040	2005	Hospital Medical	-
Drug Court	21040	2006	Life	-
Drug Court	21040	2008	Disability	-
Drug Court	21040	2011	Workers Comp	-
Drug Court	21040	3150	Contribution to Regional Drug Court	-
Drug Court	21040	3170	Professional Services	-
Drug Court	21040	3305	Services from Other Governments	40,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Drug Court	21040	8205	Motor Vehicle	-
Juvenile and Domestic Court	21050	3001	Legal Services	-
Juvenile and Domestic Court	21050	3102	Equipment Maintenance	500
Juvenile and Domestic Court	21050	5203	Telephone	4,500
Juvenile and Domestic Court	21050	5401	Office Supplies	3,000
Juvenile and Domestic Court	21050	5411	Books and Subscriptions	250
Juvenile and Domestic Court	21050	5450	Furniture and Fixtures	750
Juvenile and Domestic Court	21050	5505	Convention and Education	1,000
Juvenile and Domestic Court	21050	5510	Dues and Memberships	500
Juvenile and Domestic Court	21050	5601	Lease/Rent Equipment	8,500
Clerk of Circuit Court	21060	1001	Full Time-Exempt 35	125,924
Clerk of Circuit Court	21060	1003	Full Time Non-Exempt 35	280,513
Clerk of Circuit Court	21060	1020	Part Time Permanent	13,000
Clerk of Circuit Court	21060	2001	FICA	30,646
Clerk of Circuit Court	21060	2002	VRS	46,711
Clerk of Circuit Court	21060	2005	Hospital Medical	87,300
Clerk of Circuit Court	21060	2006	Group Insurance	4,767
Clerk of Circuit Court	21060	2008	Hybrid Disability	1,602
Clerk of Circuit Court	21060	2011	Worker's Compensation	361
Clerk of Circuit Court	21060	3007	Audit/Accounting Services	2,900
Clerk of Circuit Court	21060	3102	Equipment Maintenance	200
Clerk of Circuit Court	21060	3103	Maintenance Service Contracts	46,836
Clerk of Circuit Court	21060	3300	Printing and Binding	600
Clerk of Circuit Court	21060	3302	Advertising	1,000
Clerk of Circuit Court	21060	5201	Postage	7,000
Clerk of Circuit Court	21060	5203	Telephone	5,000
Clerk of Circuit Court	21060	5401	Office Supplies	8,000
Clerk of Circuit Court	21060	5411	Books and Subscriptions	1,800
Clerk of Circuit Court	21060	5421	Misc. Software	1,000
Clerk of Circuit Court	21060	5450	Furniture and Equipment	1,300
Clerk of Circuit Court	21060	5460	Technology Hardware	850

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Clerk of Circuit Court	21060	5505	Conventions and Education	3,000
Clerk of Circuit Court	21060	5510	Dues and Memberships	570
Clerk of Circuit Court	21060	5601	Lease/Rent Equipment	-
Clerk of Circuit Court	21060	5812	Grant Expenses	41,121
Clerk of Circuit Court	21060	5897	Covid-19 Expenses	100
Law Library	21080	1001	Full Time - Exempt 35	31,275
Law Library	21080	2001	FICA	2,393
Law Library	21080	2002	VRS	3,647
Law Library	21080	2005	Hospital Medical	9,700
Law Library	21080	2006	Group Insurance	372
Law Library	21080	2008	Hybrid Disability	124
Law Library	21080	2011	Worker's Compensation	28
Law Library	21080	5411	Books and Subscriptions	16,000
Commonwealth's Attorney	22010	1001	Full Time Exempt 35	131,841
Commonwealth's Attorney	22010	1003	Full Time Non-Exempt 35	707,513
Commonwealth's Attorney	22010	1020	Part Time Permanent	15,714
Commonwealth's Attorney	22010	2001	FICA	65,413
Commonwealth's Attorney	22010	2002	VRS	97,869
Commonwealth's Attorney	22010	2005	Hospital Medical	116,400
Commonwealth's Attorney	22010	2006	Group Insurance	9,988
Commonwealth's Attorney	22010	2008	Hybrid Disability	3,357
Commonwealth's Attorney	22010	2011	Worker's Compensation	923
Commonwealth's Attorney	22010	3102	Equipment Maintenance	500
Commonwealth's Attorney	22010	3399	Misc. Services	1,800
Commonwealth's Attorney	22010	5201	Postage	800
Commonwealth's Attorney	22010	5203	Telephone	5,000
Commonwealth's Attorney	22010	5401	Office Supplies	7,000
Commonwealth's Attorney	22010	5411	Books and Subscriptions	5,700
Commonwealth's Attorney	22010	5460	Technology Hardware	-
Commonwealth's Attorney	22010	5505	Conventions and Education	1,000
Commonwealth's Attorney	22010	5510	Dues and Memberships	4,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Commonwealth's Attorney	22010	5810	Grant Expenses	500
Sheriff's Office	31020	1001	Full Time Exempt 35	113,543
Sheriff's Office	31020	1003	Full Time Non-Exempt 35	317,232
Sheriff's Office	31020	1004	Full Time Non-Exempt 40	3,453,041
Sheriff's Office	31020	1009	Compensation - Victim Witness Coord.	-
Sheriff's Office	31020	1010	Overtime	250,500
Sheriff's Office	31020	1016	Compensation - Board Hazard Pay	-
Sheriff's Office	31020	1020	Part Time Permanent	434,188
Sheriff's Office	31020	2001	FICA	352,297
Sheriff's Office	31020	2002	VRS	448,628
Sheriff's Office	31020	2005	Hospital Medical	708,100
Sheriff's Office	31020	2006	Group Insurance	45,786
Sheriff's Office	31020	2007	Line of Duty Act	33,500
Sheriff's Office	31020	2008	Hybrid Disability	15,390
Sheriff's Office	31020	2011	Worker's Compensation	77,687
Sheriff's Office	31020	2022	Career Advancement	50,000
Sheriff's Office	31020	3003	Health Services	500
Sheriff's Office	31020	3004	Veterinary Services	5,000
Sheriff's Office	31020	3010	Maintenance Service Contracts	24,500
Sheriff's Office	31020	3102	Equipment Maintenance	15,000
Sheriff's Office	31020	3302	Advertising	3,000
Sheriff's Office	31020	5201	Postage	5,000
Sheriff's Office	31020	5203	Telephone	55,000
Sheriff's Office	31020	5302	Liability Insurance	1,000
Sheriff's Office	31020	5305	Auto Insurance	46,000
Sheriff's Office	31020	5401	Office Supplies	10,000
Sheriff's Office	31020	5402	Food Supplies	1,000
Sheriff's Office	31020	5405	Laundry and Janitorial Supplies	10,500
Sheriff's Office	31020	5408	Vehicle & Powered Equipment Fuels	300,000
Sheriff's Office	31020	5409	Police Supplies and Ammunition	60,000
Sheriff's Office	31020	5410	Wearing Apparel/Uniforms /Protective Clothing	20,000
Sheriff's Office	31020	5411	Books and Subscriptions	3,500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Sheriff's Office	31020	5413	Computer Supplies	25,000
Sheriff's Office	31020	5415	Other Operating Supplies	71,000
Sheriff's Office	31020	5450	Furniture and Equipment	9,000
Sheriff's Office	31020	5505	Convention and Education	80,000
Sheriff's Office	31020	5601	Lease/Rent Equipment	15,000
Sheriff's Office	31020	5506	Extradition of Prisoners	10,000
Sheriff's Office	31020	5510	Dues and Memberships	5,000
Sheriff's Office	31020	5804	Victim Witness Programs	-
Sheriff's Office	31020	5812	Grant Expenses	10,000
Sheriff's Office	31020	6024	Humane Society of Warren County	362,800
Sheriff's Office	31020	7007	Computer Equipment	10,000
Sheriff's Office	31020	7008	Computer Software	30,000
Sheriff's Office	31020	7010	Building Improvements	-
E-911	31040	1004	Full Time - Non-Exempt 40	339,931
E-911	31040	1010	Overtime	50,000
E-911	31040	1020	Part Time Permanent	45,812
E-911	31040	2001	FICA	31,824
E-911	31040	2002	VRS	43,163
E-911	31040	2005	Hospital Medical	97,000
E-911	31040	2006	Group Insurance	4,405
E-911	31040	2008	Hybrid Disability	1,481
E-911	31040	2011	Worker's Compensation	333
E-911	31040	2022	Career Advancement	9,423
E-911	31040	3010	Equipment Service Contracts	-
E-911	31040	3100	Equipment Repairs	2,000
E-911	31040	3102	Equipment Maintenance	53,600
E-911	31040	3103	Maintenance Service Contracts	267,643
E-911	31040	5203	Telephone	3,430
E-911	31040	5401	Office Supplies	2,800
E-911	31040	5410	Wearing Apparel	1,600
E-911	31040	5415	Other Operating Supplies	500
E-911	31040	5505	Convention and Education	10,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
E-911	31040	5601	Lease/Rent Equipment	2,500
E-911	31040	7001	Machinery and Equipment	1,640
E-911	31040	7002	Furniture and Fixtures	3,600
E-911	31040	7007	Computer Equipment	27,200
E-911	31040	7008	Computer Software	8,270
School Resource	31050			-
Volunteer Fire & Rescue	32000	5303	Volunteer Insurance	114,000
Volunteer Fire & Rescue	32000	5902	Fire Operations	4,255
Volunteer Fire & Rescue	32000	6200	Chester Gap VFD	226,913
Volunteer Fire & Rescue	32000	6201	Fortsmouth VFD	66,347
Volunteer Fire & Rescue	32000	6202	Front Royal VFD	198,300
Volunteer Fire & Rescue	32000	6203	Middletown VFD	6,500
Volunteer Fire & Rescue	32000	6204	Rivermont VFD	66,347
Volunteer Fire & Rescue	32000	6205	Shenandoah Farms VFD	66,347
Volunteer Fire & Rescue	32000	6206	Shenandoah Shores VFD	66,347
Volunteer Fire & Rescue	32000	6207	South Warren/Browntown VFD	70,021
Volunteer Fire & Rescue	32000	6208	Lord Fairfax EMS Council	13,400
Volunteer Fire & Rescue	32000	6209	Linden Volunteer Fire Department	66,347
Volunteer Fire & Rescue	32000	6210	North Warren VFD	66,347
Volunteer Fire & Rescue	32000	6220	Fire Programs Fund	88,000
Court Services	33000			-
Juvenile Probation	33030	5203	Telephone	3,650
Juvenile Probation	33030	5204	Mobile Phone/Pager	720
Juvenile Probation	33030	5812	Grant Expenses	36,630
Building Inspections	34010	1001	Full Time - Exempt 35	147,731
Building Inspections	34010	1003	Full Time - Non-Exempt 35	228,319
Building Inspections	34010	1020	Part Time Permanent	58,157
Building Inspections	34010	2001	FICA	28,768

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Building Inspections	34010	2002	VRS	43,847
Building Inspections	34010	2005	Hospital Medical	67,900
Building Inspections	34010	2006	Group Insurance	4,475
Building Inspections	34010	2008	Hybrid Disability	1,504
Building Inspections	34010	2011	Worker's Compensation	10,483
Building Inspections	34010	3302	Advertising	500
Building Inspections	34010	3399	Misc. Services	1,692
Building Inspections	34010	5201	Postage	500
Building Inspections	34010	5203	Telephone	2,259
Building Inspections	34010	5205	Cellular Phone	3,000
Building Inspections	34010	5305	Auto Insurance	3,000
Building Inspections	34010	5401	Office Supplies	3,000
Building Inspections	34010	5408	Vehicle and Powered Equipment Fuels	14,000
Building Inspections	34010	5410	Wearing Apparel/Uniforms/Protective Clothing	1,500
Building Inspections	34010	5411	Books and Subscriptions	4,000
Building Inspections	34010	5415	Other Operating Supplies	1,000
Building Inspections	34010	5501	Mileage	1,300
Building Inspections	34010	5505	Convention and Education	5,000
Building Inspections	34010	5510	Dues and Memberships	1,500
Animal Control	35010			-
Medical Examiner	35030	3003	Health Services	1,000
Fire and Rescue	35050	1001	Full Time - Exempt 35	198,224
Fire and Rescue	35050	1003	Full Time - Non-Exempt 35	73,054
Fire and Rescue	35050	1004	Full Time - Non-Exempt 40	2,698,819
Fire and Rescue	35050	1010	Overtime	100,000
Fire and Rescue	35050	1011	Compensation - Overtime FLSA	483,703
Fire and Rescue	35050	1012	Compensation - Overtime Holiday Pay	58,500
Fire and Rescue	35050	1020	Part Time Permanent	120,000
Fire and Rescue	35050	2001	FICA	217,899
Fire and Rescue	35050	2002	VRS	268,440

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Fire and Rescue	35050	2005	Hospital	388,000
Fire and Rescue	35050	2006	Group Insurance	27,609
Fire and Rescue	35050	2007	Line of Duty Act	17,000
Fire and Rescue	35050	2008	Hybrid Disability	9,280
Fire and Rescue	35050	2011	Worker's Compensation	125,053
Fire and Rescue	35050	3003	Health Services	50,000
Fire and Rescue	35050	5201	Postage	200
Fire and Rescue	35050	5203	Telephone	15,000
Fire and Rescue	35050	5204	Mobile Radio/Pager	-
Fire and Rescue	35050	5305	Auto Insurance	16,000
Fire and Rescue	35050	5401	Office Supplies	11,000
Fire and Rescue	35050	5408	Vehicle & Powered Equipment Fuels	48,000
Fire and Rescue	35050	5410	Wearing Apparel/Uniforms/Protective Clothing	40,000
Fire and Rescue	35050	5411	Books and Subscriptions	1,500
Fire and Rescue	35050	5505	Convention and Education	-
Fire and Rescue	35050	5510	Dues and Memberships	2,500
Fire and Rescue	35050	5902	Fire Operation	4,840
Fire and Rescue	35050	5903	EMS Operations	42,922
Fire and Rescue	35050	7007	Computer Equipment	10,000
Public Works - Sanitation District	41010	1001	Full Time - Exempt 35	162,173
Public Works - Sanitation District	41010	1003	Full Time - Non-Exempt 35	116,963
Public Works - Sanitation District	41010	1010	Overtime	5,000
Public Works - Sanitation District	41010	2001	FICA	21,354
Public Works - Sanitation District	41010	2002	VRS	32,547
Public Works - Sanitation District	41010	2005	Hospital Medical	48,500
Public Works - Sanitation District	41010	2006	Group Insurance	3,322
Public Works - Sanitation District	41010	2008	Hybrid Disability	1,117
Public Works - Sanitation District	41010	2011	Worker's Compensation	12,952
Public Works - Sanitation District	41010	3102	Equipment Maintenance	24,337
Public Works - Sanitation District	41010	5102	Fuel	5,000
Public Works - Sanitation District	41010	5203	Telephone	1,620
Public Works - Sanitation District	41010	5308	Insurance	2,500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Public Works - Sanitation District	41010	5401	Office Supplies	2,500
Public Works - Sanitation District	41010	5415	Other Operating Supplies	3,500
Streets and Highways	41020	1020	Part Time Permanent	6,000
Streets and Highways	41020	2001	FICA	-
Streets and Highways	41020	3002	Professional Services	14,000
Refuse Collection	42030	1020	Part Time Permanent	200,520
Refuse Collection	42030	2001	FICA	15,340
Refuse Collection	42030	2011	Worker's Compensation	-
Refuse Collection	42030	3200	Refuse Compactor Site	223,000
Refuse Collection	42030	3201	Recycling Expenses	340,000
Refuse Collection	42030	3203	Solid Waste Disposal	22,500
Refuse Collection	42030	3399	Misc. Services	6,500
Refuse Collection	42030	5101	Electric	5,000
Refuse Collection	42030	5203	Telephone	5,000
Refuse Collection	42030	5204	Mobile Radio	-
Refuse Collection	42030	5305	Auto Insurance	3,000
Refuse Collection	42030	5408	Vehicle and Powered Equipment Fuels	4,000
Refuse Collection	42030	5410	Wearing Apparel/Uniforms/ Protective Clothing	6,000
Refuse Collection	42030	5415	Other Operating Supplies	13,400
Refuse Collection	42030	5603	Lease/Rent of Land	3,000
Refuse Collection - Transfer Station	42035	1020	Part Time Permanent	107,928
Refuse Collection - Transfer Station	42035	2001	FICA	8,256
Refuse Collection - Transfer Station	42035	2011	Worker's Compensation	3,745
Refuse Collection - Transfer Station	42035	3200	Refuse Compactor Site	56,000
Refuse Collection - Transfer Station	42035	3201	Recycling Expenses	45,000
Refuse Collection - Transfer Station	42035	5305	Auto Insurance	500
Refuse Collection - Transfer Station	42035	5408	Vehicle & Powered Equipment Fuels	4,000
Refuse Collection - Transfer Station	42035	5410	Wearing Apparel/Uniforms/Protective Clothing	1,500
Refuse Disposal	42040	1001	Full Time - Exempt 35	57,615

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Refuse Disposal	42040	1003	Full Time - Non-Exempt 35	142,964
Refuse Disposal	42040	1010	Overtime	5,000
Refuse Disposal	42040	1020	Part Time Permanent	20,033
Refuse Disposal	42040	2001	FICA	14,746
Refuse Disposal	42040	2002	VRS	20,140
Refuse Disposal	42040	2005	Hospital Medical	38,800
Refuse Disposal	42040	2006	Group Insurance	2,055
Refuse Disposal	42040	2008	Hybrid Disability	771
Refuse Disposal	42040	2011	Worker's Compensation	6,689
Refuse Disposal	42040	3008	Engineering Services	220,000
Refuse Disposal	42040	3203	Solid Waste Disposal	7,000
Refuse Disposal	42040	3204	Hauling	2,016,000
Refuse Disposal	42040	3207	Landscaping Services	30,500
Refuse Disposal	42040	3301	Service Fees	13,500
Refuse Disposal	42040	3305	Services from Other Government	126,500
Refuse Disposal	42040	3399	Misc. Services	20,000
Refuse Disposal	42040	5101	Electric	12,200
Refuse Disposal	42040	5103	Water Sewer	5,000
Refuse Disposal	42040	5203	Telephone	5,000
Refuse Disposal	42040	5401	Office Supplies	4,500
Refuse Disposal	42040	5410	Wearing Apparel/Uniforms/Protective Clothing	6,000
Refuse Disposal	42040	5415	Vehicle & Powered Equipment Fuels	40,000
Refuse Disposal	42040	5442	Stone	12,000
Refuse Disposal	42040	5505	Convention and Education	1,000
Refuse Disposal	42040	5897	Covid-19 Expenses	500
Refuse Disposal	42040	8001	Machinery & Equipment	49,000
Maintenance Building/Grounds	43000	1001	Full Time - Exempt 35	54,883
Maintenance Building/Grounds	43000	1003	Full Time - Non-Exempt 35	357,361
Maintenance Building/Grounds	43000	1020	Part Time Permanent	72,748
Maintenance Building/Grounds	43000	2001	FICA	37,102
Maintenance Building/Grounds	43000	2002	VRS	48,068
Maintenance Building/Grounds	43000	2005	Hospital Medical	106,700

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Maintenance Building/Grounds	43000	2006	Group Insurance	4,907
Maintenance Building/Grounds	43000	2008	Hybrid Disability	1,649
Maintenance Building/Grounds	43000	2011	Worker's Compensation	9,305
Maintenance Building/Grounds	43000	5101	Electric Service	250,000
Maintenance Building/Grounds	43000	5102	Fuel	65,000
Maintenance Building/Grounds	43000	5103	Water Sewer Garbage	70,000
Maintenance Building/Grounds	43000	5203	Telephone	15,000
Maintenance Building/Grounds	43000	5305	Auto Insurance	2,500
Maintenance Building/Grounds	43000	5308	Other Insurance	87,000
Maintenance Building/Grounds	43000	5401	Office Supplies	1,500
Maintenance Building/Grounds	43000	5406	Maintenance Supplies	227,000
Maintenance Building/Grounds	43000	5408	Vehicle & Powered Equipment Fuels	6,000
Maintenance Building/Grounds	43000	5415	Other Operating Supplies	55,500
Maintenance Building/Grounds	43000	5450	Furniture and Equipment	3,000
Maintenance Building/Grounds	43000	7010	Building Improvements	87,000
Warren County Health Department	51000	5601	Warren County Health Department	373,600
Other Social Services	53090	6001	ARC of Warren County	2,500
Other Social Services	53090	6002	Blue Ridge Opportunities	30,000
Other Social Services	53090	6003	Shenandoah Area Agency on Aging	54,000
Other Social Services	53090	6004	Blue Ridge Legal Services	4,300
Other Social Services	53090	6005	Access Independence	3,200
Other Social Services	53090	6006	Concern Hotline	3,500
Other Social Services	53090	6008	WC Habitat for Humanity	7,500
Other Social Services	53090	6009	E Resolutions	-
Other Social Services	53090	6010	ST. Luke Community Clinic	8,500
Other Social Services	53090	6011	House of Hope	15,000
Other Social Services	53090	6012	Warren Coalition	7,500
Other Social Services	53090	6013	Phoenix Project	10,000
Other Social Services	53090	6014	Winchester Public Defender	3,000
Children's Services Act	53500	1001	Full Time - Exempt-35	53,530

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Children's Services Act	53500	1020	Part Time Permanent	18,720
Children's Services Act	53500	2001	FICA	5,527
Children's Services Act	53500	2002	VRS	6,241
Children's Services Act	53500	2005	Hospital Medical	9,700
Children's Services Act	53500	2006	Group Insurance	638
Children's Services Act	53500	2011	Worker's Compensation	48
Children's Services Act	53500	3501	Children's Services Act	1,899,046
Children's Services Act	53500	3502	Local - CSA	1,197
Regional Partnerships	64010	6016	Laurel Ridge Community College	40,200
Regional Partnerships	64010	6017	Northwestern Community Services	343,000
Regional Partnerships	64010	6018	Juvenile Detention Facility	240,000
Regional Partnerships	64010	6019	Regional Jail	3,429,100
Parks and Rec - Administration	71010	1001	Full Time - Exempt 35	174,201
Parks and Rec - Administration	71010	1003	Full Time - Non-Exempt 35	167,324
Parks and Rec - Administration	71010	1010	Overtime	2,000
Parks and Rec - Administration	71010	1020	Part Time Permanent	100,000
Parks and Rec - Administration	71010	2001	FICA	33,930
Parks and Rec - Administration	71010	2002	VRS	39,822
Parks and Rec - Administration	71010	2005	Hospital Medical	58,200
Parks and Rec - Administration	71010	2006	Group Insurance	4,046
Parks and Rec - Administration	71010	2008	Hybrid Insurance	1,366
Parks and Rec - Administration	71010	2011	Worker's Compensation	9,050
Parks and Rec - Administration	71010	3002	Professional Services	8,250
Parks and Rec - Administration	71010	3103	Maintenance Service Contracts	17,500
Parks and Rec - Administration	71010	3301	Filing & Service Fees	500
Parks and Rec - Administration	71010	3302	Advertising	16,000
Parks and Rec - Administration	71010	5201	Postage	5,300
Parks and Rec - Administration	71010	5203	Telephone	10,000
Parks and Rec - Administration	71010	5308	Other Insurance	13,600
Parks and Rec - Administration	71010	5401	Office Supplies	10,000
Parks and Rec - Administration	71010	5402	Food	16,500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Parks and Rec - Administration	71010	5403	Beverages	16,500
Parks and Rec - Administration	71010	5411	Books and Subscriptions	400
Parks and Rec - Administration	71010	5460	Technology Hardware	4,000
Parks and Rec - Administration	71010	5504	Travel and Training	2,500
Parks and Rec - Administration	71010	5510	Dues and Memberships	1,500
Parks and Rec - Programs	71020	1020	Part Time Permanent	
Parks and Rec - Programs	71020	1021	Part Time Temporary	109,810
Parks and Rec - Programs	71020	1011	FICA	8,400
Parks and Rec - Programs	71020	1041	Contracted Employee	29,871
Parks and Rec - Programs	71020	3002	Professional Services	3,625
Parks and Rec - Programs	71020	3302	Advertising	2,666
Parks and Rec - Programs	71020	3303	Laundry	-
Parks and Rec - Programs	71020	5302	Liability Insurance	3,750
Parks and Rec - Programs	71020	5404	Recreational Services	1,000
Parks and Rec - Programs	71020	5410	Wearing Apparel/Uniforms Protective Clothing	3,750
Parks and Rec - Programs	71020	5515	Training Supplies	3,625
Parks and Rec - Programs	71020	5601	Lease Rent of equipment	2,668
Parks and Rec - Programs	71020	5901	PPE Gear	-
Parks and Rec - Maintenance	71030	1001	Full Time - Exempt 35	54,958
Parks and Rec - Maintenance	71030	1003	Full Time - Non-Exempt 35	387,443
Parks and Rec - Maintenance	71030	1010	Overtime	35,000
Parks and Rec - Maintenance	71030	1020	Part Time Permanent	330,000
Parks and Rec - Maintenance	71030	2001	FICA	59,547
Parks and Rec - Maintenance	71030	2002	VRS	41,276
Parks and Rec - Maintenance	71030	2005	Hospital Medical	106,700
Parks and Rec - Maintenance	71030	2006	Group Insurance	5,264
Parks and Rec - Maintenance	71030	2008	Hybrid Disability	1,770
Parks and Rec - Maintenance	71030	2011	Worker's Compensation	11,724
Parks and Rec - Maintenance	71030	3010	Cleaning & Janitorial Services	50,000
Parks and Rec - Maintenance	71030	3100	Equipment Repairs	40,000
Parks and Rec - Maintenance	71030	3101	Motor Vehicle Repairs	35,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Parks and Rec - Maintenance	71030	3102	Equipment Maintenance	40,000
Parks and Rec - Maintenance	71030	3304	Safety Enhancements	6,000
Parks and Rec - Maintenance	71030	5101	Electric	190,000
Parks and Rec - Maintenance	71030	5405	Janitorial Supplies	-
Parks and Rec - Maintenance	71030	5406	Maintenance Supplies	2,000
Parks and Rec - Maintenance	71030	5408	Vehicle & Powered Equipment Fuels	28,000
Parks and Rec - Maintenance	71030	5410	Uniforms and Wearing Apparel	8,000
Parks and Rec - Maintenance	71030	5415	Other Operating Supplies	8,000
Parks and Rec - Maintenance	71030	5416	Landscaping Supplies	54,310
Parks and Rec - Maintenance	71030	5419	Snow Removal	7,000
Parks and Rec - Maintenance	71030	5420	Small Tools	6,000
Parks and Rec - Maintenance	71030	7001	Machinery and Equipment	19,120
Parks and Rec - Maintenance	71030	7005	Motor Vehicles	-
Parks and Rec - Maintenance	71030	7011	Park Development	-
Parks and Rec - Maintenance	71030	7013	Recreation Facilities	25,417
Library, Museum, Culture	73000	5605	4H Center	3,000
Library, Museum, Culture	73000	5607	Blue Ridge Arts Council	9,500
Library, Museum, Culture	73000	5610	Browntown Community Center	2,500
Library, Museum, Culture	73000	6001	Samuels Public Library	1,024,000
Planning and Zoning	81010	1001	Full Time - Exempt 35	147,317
Planning and Zoning	81010	1003	Full Time - Non-Exempt 35	143,279
Planning and Zoning	81010	1020	Part Time Temporary	13,500
Planning and Zoning	81010	2001	FICA	23,187
Planning and Zoning	81010	2002	VRS	33,884
Planning and Zoning	81010	2005	Hospital Medical	48,500
Planning and Zoning	81010	2006	Group Insurance	3,458
Planning and Zoning	81010	2008	Hybrid Disability	1,162
Planning and Zoning	81010	2011	Worker's Compensation	262
Planning and Zoning	81010	3002	Professional Services	5,000
Planning and Zoning	81010	3100	Equipment Repairs	250
Planning and Zoning	81010	3300	Printing and Binding	750

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Planning and Zoning	81010	3302	Advertising	6,000
Planning and Zoning	81010	3305	Services from Other Governments	26,630
Planning and Zoning	81010	5201	Postage	1,750
Planning and Zoning	81010	5203	Telephone	2,000
Planning and Zoning	81010	5205	Cellular Phone	800
Planning and Zoning	81010	5305	Auto Insurance	500
Planning and Zoning	81010	5401	Office Supplies	4,000
Planning and Zoning	81010	5408	Operation of Motor Vehicles	1,250
Planning and Zoning	81010	5411	Books and Subscriptions	500
Planning and Zoning	81010	5415	Other Operating Supplies	1,000
Planning and Zoning	81010	5450	Furniture and Fixtures	500
Planning and Zoning	81010	5460	Technology Hardware	9,000
Planning and Zoning	81010	5501	Mileage	750
Planning and Zoning	81010	5505	Convention and Education	9,000
Planning and Zoning	81010	5510	Dues and Memberships	1,000
Economic Development	81050	1001	Full Time Exempt - 35	85,001
Economic Development	81050	1003	Full Time Non-Exempt - 35	32,027
Economic Development	81050	2001	FICA	8,953
Economic Development	81050	2002	VRS	13,645
Economic Development	81050	2005	Hospital Medical	19,400
Economic Development	81050	2006	Group Insurance	1,393
Economic Development	81050	2008	Hybrid Disability	468
Economic Development	81050	2011	Workers Compensation	105
Economic Development	81050	3001	Legal Services	1,000,000
Economic Development	81050	5201	Postage	2,000
Economic Development	81050	5203	Telephone	1,000
Economic Development	81050	5401	Office Supplies	750
Economic Development	81050	5501	Mileage	1,000
Economic Development	81050	5505	Convention and Education	2,000
Economic Development	81050	5904	Tourism	200,000
Economic Development	81050	94	Transfer to EDA Fund	575,305

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Environmental Management	82000	6020	Soil & Water Conservation District	15,000
Environmental Management	82000	6021	Friends of the Shenandoah	4,000
Environmental Management	82000	5812	Grant Expenses	9,500
VPI Extension Service	83000	1003	Full Time - Non-Exempt 35	89,687
VPI Extension Service	83000	1021	Part Time Temporary	3,340
VPI Extension Service	83000	2001	FICA	6,861
VPI Extension Service	83000	2002	VRS	10,458
VPI Extension Service	83000	2005	Hospital Medical	19,400
VPI Extension Service	83000	2006	Group Insurance	1,067
VPI Extension Service	83000	2011	Worker's Compensation	807
VPI Extension Service	83000	5201	Postage	350
VPI Extension Service	83000	5203	Telephone	3,000
VPI Extension Service	83000	5415	Other Operating Supplies	2,000
VPI Extension Service	83000	5501	Mileage	1,800
VPI Extension Service	83000	5505	Convention and Education	200
VPI Extension Service	83000	5510	Dues and Memberships	545
Non-Departmental	91000	2005	Hospital Medical (Retirees)	146,300
Non-Departmental	91000	2020	Unemployment Compensation	10,000
Non-Departmental	91000	3005	Computer Services	-
Non-Departmental	91000	3305	Services from Other Governments	320,000
Non-Departmental	91000	5602	Lease/Rental of Building	161,700
Non-Departmental	91000	9500	Contingency Reserve	500,000
Non-Departmental	91000	9503	Compensation Reserve	700,000
Debt Service	95000	9001	Debt Service - Principal	7,839,802
Debt Service	95000	9002	Debt Service - Interest	3,314,576
Debt Service	95000	9003	Administrative Fees	5,000
Transfer to Other Fund	99010	13	Transfer to Social Services	4,958,747
Transfer to Other Fund	99010	21	Transfer to School Fund	26,982,261
Transfer to Other Fund	99010	59	Transfer to Capital Improvement Fund	1,220,125

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Transfer to Other Fund	99010	60	Transfer to Asset Replacement Fund	1,844,583
Total				88,902,705
Social Services	53010	1	Warrants Issued	4,958,747
School Capital Improvement Fund	66000	7001	Leslie Fox Keyser Renovations	12,371,642
School Operating Fund	61000	1	Instruction	53,557,383
School Operating Fund	62000	1	Admin, Attendance & Health	3,204,104
School Operating Fund	63000	1	Pupil Transportation	3,435,709
School Operating Fund	64000	1	Operations & Maintenance	7,137,274
School Operating Fund	67000	1	Debt Service & Fund Transfers	658,247
School Operating Fund	68000	1	Technology	2,377,946
School Operating Fund	69000	1	Contingency Reserve	-
School Cafeteria Fund	65000	1	Cafeteria Expense	3,392,190
Skyland Estates Sanitary District	41020	6301	Sanitary District Expenses	243,373
Skyland Estates Sanitary District	41020	1	Transfer to General Fund	13,177
Linden Heights Sanitary District	32050	1023	Compensation for Staff Time	3,200
Linden Heights Sanitary District	32050	3001	Professional Services	6,500
Linden Heights Sanitary District	32050	3103	Maintenance Service Contracts	2,000
Linden Heights Sanitary District	32050	3202	Road Improvements	500
Linden Heights Sanitary District	32050	3205	Snow Removal	6,935
Linden Heights Sanitary District	32050	3206	Mowing	600
Linden Heights Sanitary District	32050	3207	Landscaping Services	2,500
Linden Heights Sanitary District	32050	5401	Office Supplies	80
Linden Heights Sanitary District	32050	5406	Maintenance Supplies	2,000
Linden Heights Sanitary District	32050	5442	Stone	5,474
Linden Heights Sanitary District	32050	5899	Reserve for Contingencies	-
Linden Heights Sanitary District	32050	9500	Contingency Reserve	-
Linden Heights Sanitary District	32050		Transfer to General Fund - Admin Expenses	1,936

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Shenandoah Shores Sanitary District	41020	6301	Sanitary District Expenses	263,750
	41020	1	Transfer to General Fund	14,250
South River Sanitary District	41020	6301	Sanitary District Expenses	17,265
	41020	1	Transfer to General Fund	1,277
Blue Mountain Sanitary District	41050	6301	Sanitary District Expenses	146,313
	41050	1	Transfer to General Fund	8,069
Riverside Sanitary District	41020	6301	Sanitary District Expenses	2,956
	41020	1	Transfer to General Fund	524
Shenandoah Farms Sanitary District	43050	1030	Compensation for Staff Time	75,923
Shenandoah Farms Sanitary District	43050	1010	Overtime	5,000
Shenandoah Farms Sanitary District	43050	1003	Full Time -Non-Exempt 35	48,575
Shenandoah Farms Sanitary District	43050	1003	Full Time -Non-Exempt 35	70,707
Shenandoah Farms Sanitary District	43050	5101	Electric	775
Shenandoah Farms Sanitary District	43050	2001	FICA	9,125
Shenandoah Farms Sanitary District	43050	2002	VRS	11,129
Shenandoah Farms Sanitary District	43050	2005	Hospital Medical	29,100
Shenandoah Farms Sanitary District	43050	2006	Group Insurance	1,419
Shenandoah Farms Sanitary District	43050	2008	Hybrid Disability	477
Shenandoah Farms Sanitary District	43050	2011	Worker's Compensation	7,109
Shenandoah Farms Sanitary District	43050	3103	Maintenance Service Contracts	9,867
Shenandoah Farms Sanitary District	43050	5203	Telephone	1,325
Shenandoah Farms Sanitary District	43050	5302	Liability Insurance	3,000
Shenandoah Farms Sanitary District	43050	5401	Office Supplies and Expense	500
Shenandoah Farms Sanitary District	43050	3100	Equipment Repairs	1,000
Shenandoah Farms Sanitary District	43050	3102	Equipment Maintenance	25,000
Shenandoah Farms Sanitary District	43050	5410	Wearing Apparel/Uniforms /Protective Clothing	1,400
Shenandoah Farms Sanitary District	43050	5102	Fuel	17,500
Shenandoah Farms Sanitary District	43050	3008	Engineering Services	4,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Shenandoah Farms Sanitary District	43050	5406	Maintenance Supplies	15,500
Shenandoah Farms Sanitary District	43050	5442	Stone	70,000
Shenandoah Farms Sanitary District	43050	3207	Landscaping Services	25,000
Shenandoah Farms Sanitary District	43050	9500	Contingency Reserve	162,997
Shenandoah Farms Sanitary District	43050	3205	Snow Removal	30,000
Shenandoah Farms Sanitary District	43050	3206	Mowing	12,500
Shenandoah Farms Sanitary District	43050	3207	Landscaping Services	20,000
Shenandoah Farms Sanitary District	43050	3008	Engineering Services	1,500
Shenandoah Farms Sanitary District	43050	5449	Signage	2,000
Shenandoah Farms Sanitary District	43050	5452	Road Improvement Supplies	30,310
Shenandoah Farms Sanitary District	43050	3202	Road Improvements	20,000
Shenandoah Farms Sanitary District	43050	5899	Reserve for Contingencies	
Shenandoah Farms Sanitary District	43050	8001	Machinery and Equipment	20,000
Shenandoah Farms Sanitary District	43050	9003	Administration Fees	40,855
Shenandoah Farms Sanitary District	43050	7057 1	VML Loan - Principal	30,000
Shenandoah Farms Sanitary District	43050	7057 2	VML Loan - Interest	6,500
High Knob Sanitary District	41020	6301	Sanitary District Expenses	448,116
High Knob Sanitary District	41020	1	Transfer to General Fund	23,953
Cedarville Heights Sanitary District	41020	6301	Sanitary District Expenses	14,375
Cedarville Heights Sanitary District	41020	1	Transfer to General Fund	1,125
Lake Front Royal Sanitary District	54050	1030	Compensation for Staff Time	12,000
Lake Front Royal Sanitary District	54050	3002	Professional Services	20,000
Lake Front Royal Sanitary District	54050	3008	Engineering Services	7,000
Lake Front Royal Sanitary District	54050	3103	Maintenance Service Contracts	17,250
Lake Front Royal Sanitary District	54050	3202	Road Improvements	10,000
Lake Front Royal Sanitary District	54050	3205	Snow Removal	20,000
Lake Front Royal Sanitary District	54050	3206	Mowing - Roadside	6,000
Lake Front Royal Sanitary District	54050	3207	Landscaping Services	10,000
Lake Front Royal Sanitary District	54050	3399	Misc Services	22,245
Lake Front Royal Sanitary District	54050	5101	Electric	1,500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Lake Front Royal Sanitary District	54050	5401	Office Supplies	310
Lake Front Royal Sanitary District	54050	5406	Maintenance Supplies	8,752
Lake Front Royal Sanitary District	54050	5442	Stone	13,036
Lake Front Royal Sanitary District	54050	5449	Signage	2,000
Lake Front Royal Sanitary District	54050	9500	Contingency Reserve	-
Lake Front Royal Sanitary District	54050	1	Transfer to General Fund	8,268
Shangri-La Sanitary District	41020	6301	Sanitary District Expenses	8,337
Shangri-La Sanitary District	41020	1	Transfer to General Fund	807
Wildcat Drive Sanitary District	56050	1023	Compensation for Staff Time	2,000
Wildcat Drive Sanitary District	56050	3008	Engineering Services	250
Wildcat Drive Sanitary District	56050	3103	Maintenance Service Contracts	2,299
Wildcat Drive Sanitary District	56050	3202	Road Improvements	2,794
Wildcat Drive Sanitary District	56050	3205	Snow Removal	3,000
Wildcat Drive Sanitary District	56050	3206	Mowing	600
Wildcat Drive Sanitary District	56050	3207	Landscaping Services	1,000
Wildcat Drive Sanitary District	56050	5401	Office Supplies	150
Wildcat Drive Sanitary District	56050	5406	Maintenance Supplies	750
Wildcat Drive Sanitary District	56050	5442	Stone	1,000
Wildcat Drive Sanitary District	56050	1	Transfer to General Fund	1,097
Osprey Lane Sanitary District	57050	1023	Compensation for Staff Time	1,000
Osprey Lane Sanitary District	57050	3002	Professional Services	2,210
Osprey Lane Sanitary District	57050	3202	Road Improvements	500
Osprey Lane Sanitary District	57050	3205	Snow Removal	2,300
Osprey Lane Sanitary District	57050	3206	Mowing	320
Osprey Lane Sanitary District	57050	3207	Landscaping Services	320
Osprey Lane Sanitary District	57050	5401	Office Supplies	50
Osprey Lane Sanitary District	57050	5406	Maintenance Supplies	309
Osprey Lane Sanitary District	57050	5442	Stone	1,362
Osprey Lane Sanitary District	57050	9001	Transfer to General Fund	809

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Shannon Woods Sanitary District	57050	1023	Compensation - Staff Time	500
Shannon Woods Sanitary District	57050	3103	Maintenance Service Contracts	650
Shannon Woods Sanitary District	57050	3205	Snow Removal	1,000
Shannon Woods Sanitary District	57050	3207	Landscaping Services	200
Shannon Woods Sanitary District	57050	5401	Office Supplies	45
Shannon Woods Sanitary District	57050	5442	Stone	966
Shannon Woods Sanitary District	57050	5446	Mowing - Roadside	-
Shannon Woods Sanitary District	57050		Transfer to General Fund - Admin Fee	545
Capital Improvement Fund	35050	7001	Fire Station Enhancements	150,000
Capital Improvement Fund	35050	7002	Cancer Prevention Measures	250,000
Capital Improvement Fund	35050	7003	SF Fire Station	3,000,000
Capital Improvement Fund	43000	7001	Roof Replacement Projects	50,000
Capital Improvement Fund	43000	7002	Crooked Run Refuse Site	200,000
Capital Improvement Fund	43000	7003	Senior Center	574,625
Capital Improvement Fund	43010	7001	Revenue Sharing	50,000
Capital Improvement Fund	43000	7004	Transfer Station/Facility	578,266
Capital Improvement Fund	71010	7002	Avtex Trail System	500,000
Capital Improvement Fund	71010	7003	Indian Hollow Boat Landing	314,945
Capital Improvement Fund	71010	7004	Rockland Park - Athletic Fields	250,000
Capital Improvement Fund	99010	20	Transfer to School Capital Improvement Fund	2,271,617
Asset Replacement Fund	11010	7001	County Vehicle Replacement	163,550
Asset Replacement Fund	12060	7001	Server and Network Replacement	65,000
Asset Replacement Fund	12060	7002	Computer Equipment	220,500
Asset Replacement Fund	12060	7003	Security Equipment	68,000
Asset Replacement Fund	12060	7004	Technology Board	56,500
Asset Replacement Fund	13000	7001	Elections Equipment	-
Asset Replacement Fund	31020	7001	Vehicle Replacement	260,000
Asset Replacement Fund	31020	7002	E911 Console Replacement	250,000
Asset Replacement Fund	31020	7003	Radio Equipment Upgrade	703,100
Asset Replacement Fund	31020	7004	Emergency Projects Fund	10,000
Asset Replacement Fund	31020	7005	Police Equipment	40,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Asset Replacement Fund	35050	7001	Tanker/Pumper Replacement	800,000
Asset Replacement Fund	43000	7001	Major Equipment Replacement	50,000
Asset Replacement Fund	43000	7002	Maintenance Projects	50,000
Asset Replacement Fund	71010	7001	Maintenance Projects	61,000
Asset Replacement Fund	71010	7002	Golf Course	25,000
Airport	81060	1001	Full Time -Exempt 35	55,000
Airport	81060	2001	FICA	4,208
Airport	81060	2002	VRS	5,132
Airport	81060	2005	Hospital Medical	9,700
Airport	81060	2006	Group Insurance	655
Airport	81060	2008	Hybrid Disability	220
Airport	81060	2011	Worker's Compensation	50
Airport	81060	3002	Professional Services	15,000
Airport	81060	3103	Maintenance Service Contracts	6,790
Airport	81060	3203	Solid Waste Disposal	6,000
Airport	81060	3302	Advertising	500
Airport	81060	5101	Electric	24,000
Airport	81060	5102	Fuel	3,000
Airport	81060	5201	Postage	100
Airport	81060	5203	Telephone	4,600
Airport	81060	5302	Liability Insurance	7,000
Airport	81060	5401	Office Supplies	400
Airport	81060	5405	Laundry and Janitorial Supplies	600
Airport	81060	5406	Maintenance and Supplies	54,867
Airport	81060	5408	Vehicle and Powered Equipment Fuels	4,500
Airport	81060	5411	Books & Subscriptions	110
Airport	81060	5505	Convention and Education	500
Airport	81060	5510	Dues/Memberships	200
Airport	81060	6015	Winchester Regional Airport	5,000
Airport	81060	5450	Furniture and Equipment	200
Airport	81060	7010	Coffee House	-
Airport	81060	7011	Airport Layout Plan Update	-

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Airport	81060	7012	Pole Barn Demo Cat-X	-
Airport	81060	7057	Loans	-
Airport	81060	8833	Grant-Obstruction Removal/Lights	-
Cost Recovery	35060	3007	Audit /Accounting Services	55,000
Cost Recovery	35060	3103	Maintenance Service Contracts	130,000
Cost Recovery	35060	3399	Misc. Services	30,000
Cost Recovery	35060	3101	Motor Vehicle Repairs	84,000
Cost Recovery	35060	5102	Fuel	72,000
Cost Recovery	35060	5450	Furniture and Equipment	20,000
Cost Recovery	35060	5505	Convention and Education	20,000
Cost Recovery	35060	7001	Machinery & Equipment	138,000
Cost Recovery	35060	7005	Motor Vehicles	400,000
Cost Recovery	35060	7007	Computer Equipment and Software	20,000
Economic Development Authority	20	2300	N/P - UNITED BANK-#90978-BAUGH DR	30,000
Economic Development Authority	20	2305	N/P - UNITED BANK-#91004-HAPPY CREE	-
Economic Development Authority	20	2310	N/P - UNITED BANK-#91005-WEST MAIN	-
Economic Development Authority	20	2315	N/P - UNITED BANK-#91006-AVTEX	72,000
Economic Development Authority	20	2320	N/P - UNITED BANK-#91007-FRPD	-
Economic Development Authority	20	2325	N/P - UNITED BANK-#91008-LRP	24,000
Economic Development Authority	20	2330	N/P - FIRST BANK-#50625-STOKES	-
Economic Development Authority	20	2335	N/P - FIRST BANK-#48682-COMBINED	102,000
Economic Development Authority	20	2340	N/P - 1ST BK & TRUST-#218001029-LOC	-
Economic Development Authority	20	2345	N/P - 1ST BK & TRUST-#2151580-ITF	180,000
Economic Development Authority	20	2350	N/P - USDA-IRP	-
Economic Development Authority	81050	3001	PROFESSIONAL FEES- LEGAL	40,000
Economic Development Authority	81050	3002	PROFESSIONAL FEES - AUDITOR	-
Economic Development Authority	81050	3003	PROFESSIONAL FEES - ACCOUNTING	-
Economic Development Authority	81050	3005	ENGINEERS AND CONSULTANTS	-
Economic Development Authority	81050	3007	ADVERTISING	-
Economic Development Authority	81050	3008	EXISTING INDUSTRY	-
Economic Development Authority	81050	3009	PROSPECT EXPENSES	-

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Economic Development Authority	81050	3015	COMMUNITY PROJECT	-
Economic Development Authority	81050	3016	SCHOLARSHIP EXPENSE	-
Economic Development Authority	81050	3018	PRINTING	-
Economic Development Authority	81050	5101	ELECTRIC	20,000
Economic Development Authority	81050	5103	WATER AND SEWER	8,000
Economic Development Authority	81050	5105	UTILITY EXPENSE - GAS	1,000
Economic Development Authority	81050	5201	POSTAGE	100
Economic Development Authority	81050	5203	PHONE/INTERNET	5,000
Economic Development Authority	81050	5205	TECHNOLOGY CORE OPERATIONS SUPPORT	8,000
Economic Development Authority	81050	5302	PROPERTY/LIABILITY INSURANCE	10,000
Economic Development Authority	81050	5305	BANK FEES	-
Economic Development Authority	81050	5307	PROFESSIONAL LIABILITY INSURANCE	400
Economic Development Authority	81050	5310	BOARD EXPENSES	-
Economic Development Authority	81050	5401	SUPPLIES	-
Economic Development Authority	81050	5407	MAINTENANCE	20,000
Economic Development Authority	81050	5408	AUTO ALLOWANCE	-
Economic Development Authority	81050	5504	TRAVEL AND TRAINING	-
Economic Development Authority	81050	5800	INTEREST EXPENSE	792,000
Economic Development Authority	81050	5801	DUES AND SUBSCRIPTIONS	750
Economic Development Authority	81050	5890	CONTINGENCY	-
Economic Development Authority	81050	5899	MISCELLANEOUS	-
Economic Development Authority	81050	8001	COPIER LEASE	-

SCHOOL DIVISION BUDGET

EXPENDITURES			
	FY 21-22 Adopted Budget	FY 22-23 School Request	FY 22-23 Recommended
School Operating Fund			
Instruction	\$ 48,947,371	\$ 54,225,473	\$ 52,295,122
Admin, Attendance & Health	\$ 2,836,279	\$ 3,168,270	\$ 2,704,104
Pupil Transportation	\$ 2,818,962	\$ 3,362,110	\$ 3,435,709
Operations & Maintenance	\$ 6,627,383	\$ 7,154,308	\$ 6,137,274
Debt Service & Transfers	\$ 614,253	\$ 629,961	\$ 658,247
Technology	\$ 1,949,722	\$ 2,451,226	\$ 2,377,946
Contingency	\$ 150,859	\$ -	\$ -
Total:	\$ 63,944,829	\$ 70,991,348	\$ 67,608,402
School Capital Improvement Fund			
Leslie Fox Keyser Elementary	\$ -	\$ 17,454,471	\$ 15,871,642
Blue Ridge Technical Center	\$ -	\$ 633,385	\$ -
E Wilson Morrison Elementary		\$ 300,000	\$ -
Total:	\$ -	\$ 18,387,856	\$ 15,871,642
School Cafeteria Fund	\$ 2,896,000	\$ 3,392,190	\$ 3,392,190
Total All Funds:	\$ 66,840,829	\$ 92,771,394	\$ 86,872,234

REVENUE			
	FY 21-22 Adopted Budget	FY 22-23 School Request	FY 22-23 Recommended
School Operating Fund			
Local	\$ 27,720,000	\$ 28,055,120	\$ 24,220,000
State	\$ 25,593,076	\$ 28,079,899	\$ 28,829,214
Federal	\$ 2,658,522	\$ 5,954,878	\$ 5,954,878
State Sales Tax	\$ 7,313,753	\$ 8,064,133	\$ 8,052,557
Other Revenue	\$ 659,478	\$ 837,318	\$ 551,753
Total:	\$ 63,944,829	\$ 70,991,348	\$ 67,608,402
School Capital Improvement Fund			
Transfer from General Fund	\$ -	\$ 10,287,831	\$ 3,500,000
Transfer from Special Projects Fund	\$ -	\$ -	\$ 2,271,617
State School Construction Fund	\$ -	\$ -	\$ 2,000,000
ARPA Grant Proceeds	\$ -	\$ 8,100,025	\$ 8,100,025
Total:	\$ -	\$ 18,387,856	\$ 15,871,642
School Cafeteria Fund			
State	\$ 2,896,000	\$ 3,392,190	\$ 3,392,190
Total All Funds:	\$ 66,840,829	\$ 92,771,394	\$ 86,872,234

FY 2022-2026 County Asset Replacement Fund Proposed Budget

Department/Project	Special Projects Funding	FY 2023	FY 2024	FY 2025	FY 2026	FY 2022-26 Total
<u>General Administration</u>						
County Vehicle Replacement	\$ 34,961	\$ 163,550	\$ 175,000	\$ 175,000	\$ 175,000	\$ 688,550
<u>Public Works/Refuse</u>						
Major Equipment Replacement	\$ 34,470	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 350,000
Maintenance Projects		\$ 50,000	\$ 70,000	\$ 80,000	\$ 90,000	\$ 290,000
<u>Information Technology</u>						
Server and Network Replacement		\$ 65,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 365,000
Computer Equipment	\$ 378,885	\$ 220,500	\$ 100,000	\$ 100,000	\$ 100,000	\$ 520,500
Security Equipment		\$ 68,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 218,000
Technology Board		\$ 56,500	\$ 1,075,000	\$ 75,000	\$ 75,000	\$ 1,281,500
<u>Registrar</u>						
Elections Equipment	\$ 130,622	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
<u>Parks & Recreation</u>						
Maintenance Projects	\$ 35,947	\$ 61,000	\$ 70,000	\$ 75,000	\$ 80,000	\$ 286,000
Golf Course		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 100,000
<u>Sheriff's Office</u>						
Vehicle Replacement	\$ 32,704	\$ 260,000	\$ 300,000	\$ 330,000	\$ 360,000	\$ 1,250,000
E911 Console Replacement		\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Radio Equipment Upgrade	\$ 126,269	\$ 703,100	\$ 200,000	\$ -	\$ -	\$ 903,100
Emergency Projects Fund		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 40,000
Police Equipment		\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 160,000
<u>DFREM/VFRA</u>						
Tanker/Pumper Replacement	\$ 334,831	\$ 800,000	\$ 850,000	\$ 900,000	\$ 950,000	\$ 3,500,000
Vehicle Replacement		\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 225,000
Equipment Replacement		\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
Total		\$ 2,822,650	\$ 3,240,000	\$ 2,135,000	\$ 2,680,000	\$ 10,877,650
<i>Offsetting Revenue</i>	\$ 1,108,689	<i>\$ 978,067</i>			<i>\$ 130,622</i>	
Net Local Revenue		<u>\$ 1,844,583</u>	<u>\$ 3,240,000</u>	<u>\$ 2,135,000</u>	<u>\$ 2,549,378</u>	<u>\$ 10,877,650</u>

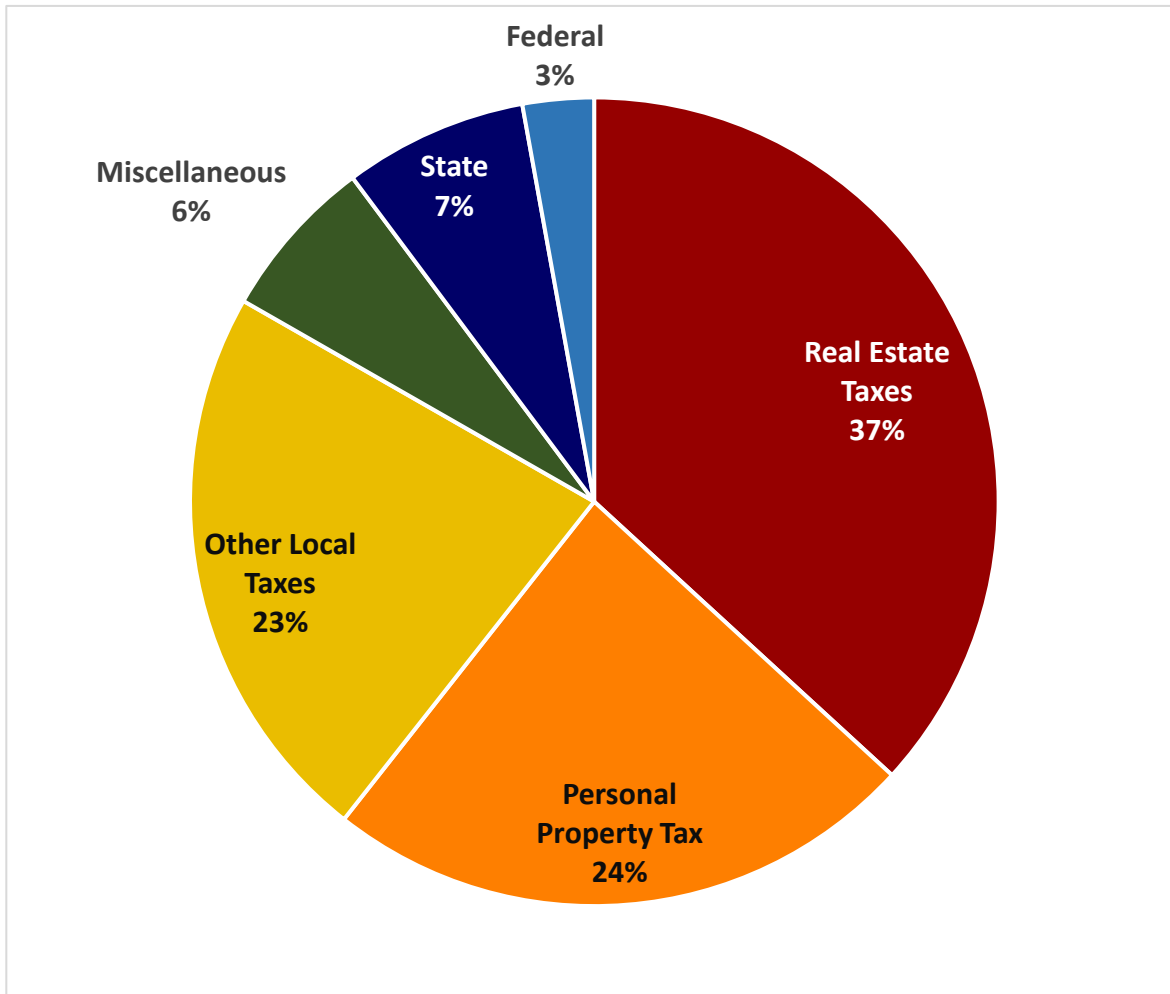
FY 2022-2026 Proposed Capital Improvement Plan

Bond and Cash Funded Capital Improvement Plan

	Non-Tax Payer Funding			LTF 23	PLANNING PERIOD						
Department/Project	Grant Funding	Debt Funding	Special Projects		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2022-26 Total	Future Years
<u>Fire, Rescue & Emergency Services</u>											
WCFR: Fire Station Enhancements				\$150,000		\$150,000	\$150,000	\$150,000	\$150,000	\$600,000	\$ -
WCFR: ESA Lane Training Center										\$0	\$ -
WCFR: New Fire Station		3,000,000			\$3,000,000			\$4,000,000		\$7,000,000	\$ -
WCFR: Cancer Prevention and Protection Measures				250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,000,000	\$ -
Sub-total, Fire, Rescue & Emergency Services	\$ -	\$ 3,000,000	\$ -	\$ 400,000	\$ -	\$ 3,400,000	\$ 400,000	\$ 4,400,000	\$ 400,000	\$ 8,600,000	\$ -
<u>Public Works & Maintenance Building and Grounds</u>											
WCA: Roof Replacement Projects			\$40,000.00	\$10,000.00		\$50,000	\$77,000	\$160,000	\$245,000	\$532,000	\$ -
WCSW: Shenandoah Farms Convenience Site			\$672,877.12				\$500,000	\$500,000	\$155,750	\$1,155,750	\$ -
WCSW: Transfer Station Paving Rehabilitation										\$0	\$ -
WCAA: Airport Hangar Construction			\$186,296.40				200,000			\$200,000	\$ -
WCSW: Crooked Run Refuse Site Replacement/Expansion			\$139,207.00	\$60,793.00		200,000				\$200,000	\$ -
WCA: WCHHS: Senior Center			\$250,375.00	574,625	\$250,375	574,625				\$825,000	\$ -
WCA: VDOT Revenue Sharing Program	125,000		\$1,130,806.00		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	\$ -
WCSW: Transfer Station Facility Upgrades			\$578,266.00			\$578,266				\$578,266	\$ -
Sub-total, Public Works	\$ 125,000	\$ -	\$ 2,997,828	\$ 645,418	\$ 300,375	\$ 1,452,891	\$ 827,000	\$ 710,000	\$ 450,750	\$ 3,741,016	\$ -
<u>Library</u>											
SPL: Floor Replacement			\$ 22,662		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$50,000	
Sub-total, Library	\$ -	\$ -	\$ 22,662	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
<u>Parks & Recreation</u>											
WCA: Morgan Ford Boat Landing					100,000					\$100,000	-
WCA: Avtex Trail System	400,000			\$100,000.00		500,000				\$500,000	-
WCA: Indian Hollow Boat Landing	251,956			\$62,989.00		314,945				\$314,945	-
WCA: Sawner Park							\$265,000			\$265,000	-
WCPR: Rockland Park – Master Plan Dev. – Athletic Fields	400,000		\$38,282.00	\$11,718.00		\$250,000	\$250,000			\$500,000	
WCPR: Health & Human Svcs. Complex – Track Renov.			\$65,471.00		\$85,558					\$85,558	
WCPR: Rockland Park – Master Plan Dev. – Amphitheater								\$244,010		\$244,010	
WCPR: Fork Park			\$205,145.00				225,000			\$225,000	
WCPR: Skyline Soccerplex-Stadium Elev. Bleacher Seating			\$43,855.83						\$54,225	\$54,225	
Sub-total, Parks & Recreation	\$ 1,051,956	\$ -	\$ 352,754	\$174,707.00	\$ 185,558	\$ 1,064,945	\$ 740,000	\$ 244,010	\$ 54,225	\$ 2,288,738	\$ -
COUNTY CIP TOTAL:	\$ 1,176,956	\$ 3,000,000	\$ 3,373,243	\$ 1,220,125	\$ 535,933	\$ 5,917,836	\$ 1,967,000	\$ 5,354,010	\$ 904,975	\$ 14,679,754	\$ -
<u>School Division</u>											
WCPS: SHS, WCHS, Transport Parking & Play Resurfacing										\$0	
WCPS: EWM Multipurpose Building Addition and Auditorium Seat Replacement										\$0	\$ -
WCPS: Warren County High School – Gym Improvements										\$0	\$385,200
WCPS: LFK Elementary - Renovation	10,100,025		2,271,617	3,500,000		15,871,642	-			\$15,871,642	\$0
WCPS: Parking and Track Seating and Resurfacing										\$0	\$ -
WCPS: HJB Elementary Shingle Roof Replacement										\$0	\$ -
WCPS: HJB Elementary Membrane Roof Replacement										\$0	\$ -
WCPS: Blue Ridge Technical Center - Roof Replacement										\$0	\$ -
WCPS: Blue Ridge Technical Center - HVAC Replacement										\$0	\$ -
WCPS: New Elementary School										\$0	\$ 60,000,000
WCPS: 15th St. Renovation - Maintenance and Food Service										\$0	\$ -
Sub-total, School Division	\$ 10,100,025	\$ -	\$ 2,271,617	\$ 3,500,000	\$0	\$ 15,871,642	\$ -	\$ -	\$ -	\$ 15,871,642	\$ 60,385,200
CIP GRAND TOTAL:	\$ 11,276,981	\$ 3,000,000	\$ 5,644,860	\$ 4,720,125	\$ 535,933	\$ 21,789,478	\$ 1,967,000	\$ 5,354,010	\$ 904,975	\$ 30,551,396	\$ 60,385,200

REVENUE RECONCILIATION

Category	Total
Real Estate Taxes	32,770,000
Personal Property Tax	21,182,220
Other Local Taxes	20,162,000
Permits, Fees, and Licenses	910,000
Miscellaneous	5,802,724
Use of Money and Property	550,000
Services	1,465,000
Miscellaneous	2,230,000
State	6,543,000
Federal	2,540,500
Intergovernmental	1,197,724



REVENUE RECONCILIATION

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	FY 2021 - 2022 ADOPTED BUDGET	FY 2022 - 2023 ADOPTED BUDGET	DIFFERENCE ADOPTED TO ACTUAL
** GENERAL FUND **						
GENERAL PROPERTY TAXES						
11010 Real Estate Taxes	28,409,845	28,740,659	28,328,897	31,183,001	32,770,000	4,441,103
11020 Public Service Tax	6,026,139	7,000,793	6,846,454	6,600,000	5,500,000	-1,346,454
11030 Personal Property Tax	16,855,760	16,475,911	19,027,957	18,408,000	21,182,220	2,154,263
11040 Machinery & Tools Tax	1,734,980	1,575,439	2,201,349	1,809,000	1,800,000	-401,349
11050 Mineral Rights	3,087	3,281	1,783	3,000	3,000	1,217
11060 Penalties and Interest	905,562	871,424	982,603	1,000,000	950,000	-32,603
* SUBTOTAL *	53,935,373	54,667,507	58,768,252	59,003,001	62,205,220	4,816,177
OTHER LOCAL TAXES						
12010 Local Sales, Use, Communications	4,680,803	5,313,945	4,863,299	5,880,000	6,250,000	1,386,701
12020 Utility Tax	735,999	741,898	684,710	760,000	760,800	76,090
12030 Business License	830,981	977,124	1,149,077	1,000,000	1,150,000	923
12040 Recordation Taxes (Grantee)	481,619	650,593	859,490	740,000	889,000	29,510
12050 Motor Vehicle License Tax	895,786	850,319	932,782	950,000	950,000	17,218
12070 Recordation (Grantor) Will	135,524	154,419	199,419	100,000	209,200	9,781
12080 Meals and Beverage Tax	1,015,726	898,042	979,542	1,000,000	1,250,000	270,458
12090 Cigarette Tax	0	0	-	100,000	100,000	100,000
312100 Lodging Tax	193,895	210,189	291,949	250,000	350,000	58,051
* SUBTOTAL *	8,970,333	9,796,529	9,960,268	10,780,000	11,909,000	1,948,732
PERMITS, FEES, AND LICENSES						
13010 Animal License Fees	41,877	32,557	37,586	45,000	38,000	414
13030 Permits & Other Licenses	729,227	714,136	693,161	749,000	870,000	176,839
130325 Waste Permit Decal Fee	2,061	2,405	2,800	0	2,000	-800
* SUBTOTAL *	773,165	749,098	733,547	794,000	910,000	176,453
FINES AND FORFEITURES						
14010 Court Fines	98,148	65,027	109,310	90,000	90,000	-19,310
14020 Other Court Costs	0	-142	723	-	0	-723
* SUBTOTAL *	98,148	64,885	110,033	90,000	90,000	-20,033
USE OF MONEY AND PROPERTY						
15010 Revenue From Use of Money	497,943	432,648	124,732	250,000	200,000	75,268
15020 Revenue From Use of Property	375,835	330,399	310,371	492,000	350,000	39,629
* SUBTOTAL *	873,778	763,047	435,103	742,000	550,000	114,897

REVENUE RECONCILIATION

DESCRIPTION		FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	FY 2021 - 2022 ADOPTED BUDGET	FY 2022 - 2023 ADOPTED BUDGET	DIFFERENCE ADOPTED TO ACTUAL
CHARGES FOR SERVICES							
16010	Charges for Services (Sheriff)	2,396	2,396	2,396	2,000	2,000	-396
16020	Charges for Commonwealth Att.	4,025	4,426	3,971	4,000	4,000	29
16050	Charges for Corrections & Det.	73,220	45,530	68,634	70,000	80,000	11,366
16080	Charges for Sanitation & Waste	1,061,121	1,228,912	982,174	1,300,000	1,300,000	317,826
16160	Sales of Map Survey	12,239	17,649	9,359	17,000	17,000	7,641
16170	Sale of Copies - Comm. Of Rev.	756	880	525	4,000	500	-25
16990	Other Charges for Services	7,500	15,780	50,757	57,500	61,500	10,743
	* SUBTOTAL *	1,161,256	1,315,583	1,117,817	1,454,500	1,465,000	347,184
MISCELLANEOUS AND RECOVERED COSTS							
18030	Refunds, Loans, and Fees	1,465,204	649,907	1,283,687	648,000	560,000	-723,687
18990	Miscellaneous and Recovered Costs	1,040,425	647,263	1,152,211	3,317,400	1,550,000	397,789
19120	Sale of Recyclable Materials	84,095	56,705	118,284	90,000	120,000	1,716
	* SUBTOTAL *	2,589,724	1,353,875	2,554,183	4,055,400	2,230,000	-324,182
STATE REVENUE							
22010	Non-Categorical Aid	213,493	190,468	30,808	211,000	66,000	35,192
23010	Shared Expenses - Commonwealth's Attor	420,119	488,698	439,640	517,756	545,000	105,360
23020	Shared Expenses - Sheriff	1,703,155	1,751,230	1,532,260	1,838,572	1,970,000	437,740
23030	Shared Expenses - Commissioner of Rever	157,015	161,757	148,541	195,008	205,000	56,459
23040	Shared Expenses - Treasurer	117,880	111,920	148,541	128,601	140,000	-8,541
23060	Shared Expenses - Registrar	42,436	68,361	47,286	40,000	45,000	-2,286
23080	Shared Expenses - Clerk of Court	342,858	333,649	311,625	354,750	402,000	90,375
24010	State VPA/Welfare Reimbursement	1,086,228	1,131,478	1,022,353	1,432,657	1,422,000	399,647
24020	Categorical Aid	1,014,390	866,288	899,464	1,050,004	1,168,000	268,536
24040	Other Categorical Aid	1,031,845	1,211,178	438,807	1,606,700	580,000	141,193
	* SUBTOTAL *	6,129,420	6,315,027	5,019,325	7,375,048	6,543,000	1,523,675
FEDERAL REVENUE							
31010	Revenue from the Federal Government	1,980,125	2,068,016	4,732,976	2,503,051	2,540,500	-2,192,476
	* SUBTOTAL *	1,980,125	2,068,016	4,732,976	2,503,051	2,540,500	-2,192,476
INTERGOVERNMENTAL							
41050	Transfers from Other Funds	5,147,179	5,254,583	1,663,481	93,000	202,300	-1,461,181
41900	Use of Fund Balance	0	0	-	1,500,000	995,424	1,135,344
	* SUBTOTAL *	5,147,179	5,254,583	1,663,481	1,593,000	1,197,724	-325,837

REVENUE RECONCILIATION

DESCRIPTION	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	FY 2021 - 2022 ADOPTED BUDGET	FY 2022 - 2023 ADOPTED BUDGET	DIFFERENCE ADOPTED TO ACTUAL
TOTAL GENERAL FUND REVENUE	81,658,502	82,348,150	85,094,985	88,390,000	89,640,444	6,064,590
OTHER FUNDS						
CAPITAL IMPROVEMENT FUND						
Grant Funding	-	-	-		10,976,981	
Revenue from Debt	-	-	-		3,000,000	
Transfer from General Fund	-	-	-		4,720,125	
Transfer from Special Projects Fund	-	-	-		3,092,372	
Use of Fund Balance					-	
* SUBTOTAL *	0	0	0	0	21,789,478	0
ASSET REPLACEMENT FUND						
Transfer from General Fund	-	-	-		1,844,583	
Transfer from Special Projects Fund	-	-	-		978,067	
* SUBTOTAL *	0	0	0	0	2,822,650	0
AIPORT FUND						
Interest on Bank Deposits	-	-	-	-	-	-
Hangar Rentals	190,863	192,183	178,607	189,665	189,665	-
Miscellaneous Income	1,001	2,000	-	-	18,667	18,667
State Grants	29,408	9,894	4,785	-	-	-
Federal Grants	156,938	50,615	4,250	-	-	-
Transfer from Other Funds	-	-	-	-	-	-
* SUBTOTAL *	378,210	254,692	187,642	189,665	208,332	18,667
COST RECOVERY						
Cost Recovery Fees	1,092,766	967,994	695,609	900,000	969,000	69,000
ECONOMIC DEVELOPMENT AUTHORITY						
Income	N/A	1,552,924	1,404,357	1,785,300	1,313,250	69,000

REVENUES

Department	Major	Account	Description	Adopted FY 23
General Fund Revenue	11010	7	Land Use Rollback Tax	50,000
General Fund Revenue	11010	2101	Real Estate Tax	32,720,000
General Fund Revenue	11020	2102	Public Service Tax	5,500,000
General Fund Revenue	11030	11	PPTR State Share Per Prop Tax 2006	4,514,220
General Fund Revenue	11030	2101	Personal Property Tax	16,660,000
General Fund Revenue	11030	2151	Mobile Home Tax	8,000
General Fund Revenue	11040	2101	Machinery & Tools Tax	1,800,000
General Fund Revenue	11050	2101	Minerals Tax	3,000
General Fund Revenue	11060	1	Penalties on Tax	550,000
General Fund Revenue	11060	2	Interest on Taxes	400,000
General Fund Revenue	12010	1	Local Sales and Use tax	5,600,000
General Fund Revenue	12010	2	Communication Sales tax	650,000
General Fund Revenue	12020	1	Consumer Utility Tax	800
General Fund Revenue	12020	3	Utility Service	760,000
General Fund Revenue	12030	1	Business License	1,150,000
General Fund Revenue	12040	1	Recordation on Taxes Grantee	849,000
General Fund Revenue	12040	2	Bank Franchise Tax	40,000
General Fund Revenue	12050	1	Motor Vehicle Licenses	950,000
General Fund Revenue	12070	1	Tax on Wills and Admin	9,200
General Fund Revenue	12070	2	Additional Tax on Deeds - Grantor	200,000
General Fund Revenue	12080	1	Meals and Beverage Tax	1,250,000
General Fund Revenue	12090	1	Cigarette Tax	100,000
General Fund Revenue	13010	1	Animal Licenses (Dog Tag)	38,000
General Fund Revenue	13030	5	Land Transfer Fees	2,000
General Fund Revenue	13030	7	Zoning and Subdivision Fees	18,650
General Fund Revenue	13030	8	Building Permits	400,000
General Fund Revenue	13030	31	Rezoning Permits	20,000
General Fund Revenue	13030	34	Parks and Rec User Fees	-
General Fund Revenue	13030	40	Septage Hauling Fees	150,000
General Fund Revenue	13030	51	Other Permits Fees and Licenses	12,000
General Fund Revenue	13040	100	Program Fees	50,400
General Fund Revenue	13040	101	League Fees	24,300
General Fund Revenue	13040	102	Bus Trips	16,200

REVENUES

Department	Major	Account	Description	Adopted FY 23
General Fund Revenue	13040	103	Camp Fees	2,250
General Fund Revenue	13040	1	Facility & Rental Income	98,200
General Fund Revenue	13040	2	Concessions	30,000
General Fund Revenue	13040	3	Pool Income	45,000
General Fund Revenue	13040	99	Miscellaneous Revenue	1,000
General Fund Revenue	14010	1	Court Fines and Forfeitures	90,000
General Fund Revenue	15010	1	Interest on Bank Deposits	200,000
General Fund Revenue	15020	1	Rent of County Property	350,000
General Fund Revenue	16010	3	Sheriff's Fees	2,000
General Fund Revenue	16020	1	Comm & Court Appt Attorney Fees	4,000
General Fund Revenue	16050	7	Courthouse& Courtroom Security	80,000
General Fund Revenue	16080	2	Landfill Use Charges	1,300,000
General Fund Revenue	16160	1	Sales Copies, Maps and Code Books	17,000
General Fund Revenue	16170	1	Sales Copies Comm Revenue	500
General Fund Revenue	16990	1	Skyline Training Academy Fees	1,500
General Fund Revenue	16990	2	DSS Legal Fees to CNTY ATTY's office	60,000
General Fund Revenue	18030	2	Public Assistance Refunds	30,000
General Fund Revenue	18030	3	Expenditure Refunds - Jurors	20,000
General Fund Revenue	18030	10	VA Port Authority Service Charge	20,000
General Fund Revenue	18030	20	Administrative Fee	200,000
General Fund Revenue	18030	24	Shenandoah Farms Reimbursement	-
General Fund Revenue	18030	26	DSS & Health Dept. Reimbursement	20,000
General Fund Revenue	18030	30	Reimb for Public Works Sant. Dist.	240,000
General Fund Revenue	18030	33	P-card Rebates	30,000
General Fund Revenue	18990	33	Reimb. Shen Farms Capital	-
General Fund Revenue	18990	35	Reimb. RSW Jail	
General Fund Revenue	18990	40	EDA-Recovery	1,500,000
General Fund Revenue	18990	99	Miscellaneous	50,000
General Fund Revenue	19120	99	Sale of Recyclable Materials	120,000
General Fund Revenue	22010	2	Rolling Stock Tax	50,000
General Fund Revenue	22010	3	Carrier 2.5% Rental 7 Rolling Stock	15,000
General Fund Revenue	22010	5	Mobile Home Titling Tax	1,000
General Fund Revenue	22010	8	Recordation and Grantor's Tax	-

REVENUES

Department	Major	Account	Description	Adopted FY 23
General Fund Revenue	23010	1	Commonwealth Attorney	545,000
General Fund Revenue	23020	1	Sheriff	1,970,000
General Fund Revenue	23030	1	Commissioner of Revenue	205,000
General Fund Revenue	23040	1	Treasurer	140,000
General Fund Revenue	23060	1	Registrar Electoral Board	45,000
General Fund Revenue	23080	3	Clerk of Circuit Court	365,000
General Fund Revenue	23080	5	Circuit Court / Tech Trust Fund	37,000
General Fund Revenue	24010	2	Public Assistance and Welfare Adm.	1,422,000
General Fund Revenue	24020	6	At Risk Receipts	1,168,000
General Fund Revenue	24040	1	Abandoned Vehicle Program	9,500
General Fund Revenue	24040	7	Litter Control Grant	17,000
General Fund Revenue	24040	10	Victim Witness Grant	68,000
General Fund Revenue	24040	21	Library of Virginia Grant	41,121
General Fund Revenue	24040	30	VA Juvenile Comm Crime Control Act	36,630
General Fund Revenue	24040	31	School Resource Officer Grant	37,000
General Fund Revenue	24040	32	Fire Program Fund	88,000
General Fund Revenue	24040	33	EMS - Two for Life / Four for Life	44,000
General Fund Revenue	24040	36	DMV Grant	23,430
General Fund Revenue	24040	42	Virginia Domestic Violence Grant	45,000
General Fund Revenue	24040	46	Highway Maintenance	30,000
General Fund Revenue	24040	52	VITA - Public Safety (wireless 911)	-
General Fund Revenue	24040	55	Local Gov Challenge Grant	4,500
General Fund Revenue	24040	56	VDOT - Revenue Sharing	-
General Fund Revenue	24040	59	Dept. of Historic Resources Grant	-
General Fund Revenue	24040	68	E-911 Funding	125,819
General Fund Revenue	24040	69	Prisoner Extradition	10,000
General Fund Revenue	31010	1	Payment in Lieu of Taxes	54,000
General Fund Revenue	31010	2	Social Services Federal	2,074,000
General Fund Revenue	31010	7	Bullet Proof vest Program	7,500
General Fund Revenue	31010	49	SAFER Grant	405,000
General Fund Revenue	41050	27	Transfers from Library Fund	10,000
General Fund Revenue	41050	28	Transfers from Courthouse Maint. Fund	43,000
General Fund Revenue	41050	29	Transfer from Weapons Permit Fund	40,000

REVENUES

Department	Major	Account	Description	Adopted FY 23
General Fund Revenue	41050	31	Trans from Sky Est Sant to General	8,044
General Fund Revenue	41050	32	Trans from Linden Hts to General	1,936
General Fund Revenue	41050	35	Trans from SO RV Est Sant to General	1,277
General Fund Revenue	41050	37	Trans from Blue MT Sant to General	8,069
General Fund Revenue	41050	38	Transfer from Riverside to General Fund	540
General Fund Revenue	41050	39	Trans from Shen Farms Sant to General	40,855
General Fund Revenue	41050	40	Trans from Hknob Sant District	21,703
General Fund Revenue	41050	43	Transfer from Cedarville Heights	1,100
General Fund Revenue	41050	54	Transfer from Lake Front Royal	8,268
General Fund Revenue	41050	55	Transfer from Shangri-la	807
General Fund Revenue	41050	56	Transfer from Wild cat drive	1,097
General Fund Revenue	41050	57	Transfer from Osprey	809
General Fund Revenue	41050	58	Transfer from Shannon Woods	545
General Fund Revenue	41050	62	Transfer from Shenandoah shores	14,250
General Fund Revenue	41900	10	Prior Year Fund Balance	995,424
General Fund Revenue	130325	1	Waste Permit Decal Fee	2,000
General Fund Revenue	312100	1	Lodging Tax	350,000
Total				89,640,444
Social Services	41050	1	Transfer from General Fund	4,958,747
School Capital Improvement Fund	41050	1	Transfer from General Fund	3,500,000
School Capital Improvement Fund	41050	59	Transfer from Capital Improvement Fund	2,271,617
School Capital Improvement Fund	20000	1	State Funding	2,000,000
School Capital Improvement Fund	30000	1	ARPA Grant Funding	8,100,025
School Operating Fund	41050	1	Transfer from General Fund	24,220,000
School Operating Fund	20000	1	State	36,881,771
School Operating Fund	30000	1	Federal	5,954,878
School Operating Fund	18990	1	Other	551,753
School Cafeteria Fund	20000	1	State	3,392,190

REVENUES

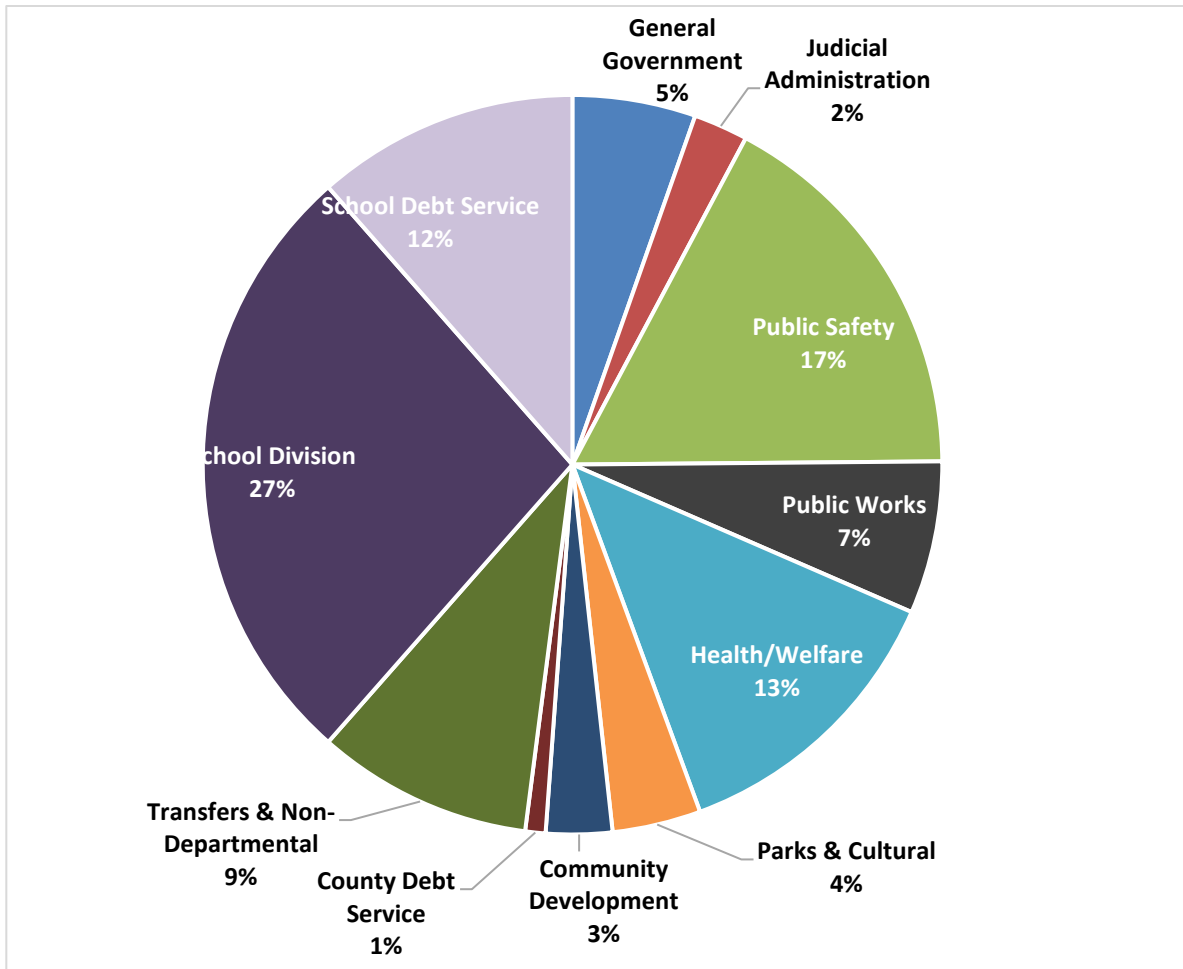
Department	Major	Account	Description	Adopted FY 23
Skyland Estates Sanitary District	11010	2202	Sanitary District Taxes	256,550
Linden Heights Sanitary District	11010	2202	Sanitary District Taxes	31,725
Shenandoah Shores Sanitary District	11010	2102	Sanitary District Taxes	278,000
South River Sanitary District	11010	2202	Sanitary District Taxes	18,542
Blue Mountain Sanitary District	11010	2202	Sanitary District Taxes	154,382
Riverside Sanitary District	11010	2202	Sanitary District Taxes	3,480
Shenandoah Farms Sanitary District	11010	2202	Sanitary District Taxes	810,093
High Knob Sanitary District	11010	2202	Sanitary District Taxes	472,069
Cedarville Heights Sanitary District	11010	2202	Sanitary District Taxes	15,500
Lake Front Royal Sanitary District	11010	2202	Sanitary District Taxes	158,361
Shangri-La Sanitary District	11010	2202	Sanitary District Taxes	9,144
Wildcat Drive Sanitary District	11010	2202	Sanitary District Taxes	14,940
Osprey Lane Sanitary District	11010	2202	Sanitary District Taxes	9,180
Shannon Wood Sanitary District	11010	2202	Sanitary District Taxes	3,906
Capital Improvement Fund	24040	56	VDOT Revenue Sharing	25,000
Capital Improvement Fund	31010	99	Avtex Trail System Grant	400,000
Capital Improvement Fund	24040	29	Indian Hollow Boat landing Grant	251,956
Capital Improvement Fund	24040	28	Rockland Park Grant	200,000
Capital Improvement Fund	31010	99	School ARPA	-

REVENUES

Department	Major	Account	Description	Adopted FY 23
Capital Improvement Fund	41500	1	Transfer from General Fund	1,220,125
Capital Improvement Fund	41500	34	Transfer from Special Projects	3,092,372
Capital Improvement Fund	18030	7	Proceeds from Bond Issue	3,000,000
Capital Improvement Fund	99000	1	Prior Year Fund Balance	-
Asset Replacement Fund	41500	1	Transfer from General Fund	1,844,583
Asset Replacement Fund	41500	34	Transfer from Special Projects Fund	978,067
Airport	15020	3	Hangar Rental	189,665
Airport	18990	99	Miscellaneous Income	18,667
Cost Recovery	16090	1	Cost Recovery Fees	969,000
Economic Development Authority	18990	4000	Operating Allotment	447,385
Economic Development Authority	18990	4050	Debt Service - County	127,920
Economic Development Authority	18990	4100	Bond Administration Fees	6,275
Economic Development Authority	18990	4150	Interest Income - RBEL	3,103
Economic Development Authority	18990	4175	Interest Income - IRP	2,040
Economic Development Authority	18990	4180	Interest Income - IT Federal	250,000
Economic Development Authority	18990	4200	Rent Income	476,527

EXPENDITURE SUMMARY

General Government	4,824,122
Judicial Administration	2,140,862
Public Safety	15,318,296
Public Works	5,977,310
Health/Welfare	11,528,294
Parks & Cultural	3,473,183
Community Development	2,596,291
County Debt Service	800,000
Transfers & Non-Departmental	8,462,087
School Division	24,220,000
School Debt Service	10,300,000



EXPENDITURE SUMMARY

				FY 2021 - 2022	FY 2022 - 2023	
DESCRIPTION		FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	ADOPTED	ADOPTED
		ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET
GENERAL GOVERNMENT						
11010	Board of Supervisors	919,699	2,404,331	2,160,448	179,000	205,040
12020	County Administration	700,293	627,554	596,392	500,000	570,195
12030	Human Resources	-	-	1,924	169,900	276,694
12040	County Attorney	214,382	168,366	154,390	344,000	356,374
12060	Information Technology	-	-	-	-	1,006,113
12090	Commissioner of the Revenue	635,865	683,315	696,470	777,000	769,265
12110	Reassessment	286,286	1,881	1,296	50,000	148,331
12130	Treasurer	527,612	498,997	535,950	566,000	571,335
12150	Finance & Purchasing	325,425	296,187	372,293	518,000	476,474
13000	Elections	202,918	262,463	279,730	391,000	444,301
* SUBTOTAL *		3,812,480	4,943,094	4,798,893	3,494,900	4,824,122
JUDICIAL ADMINISTRATION						
21010	Circuit Court	28,301	35,751	7,133	65,400	71,044
21020	General District Court	18,888	17,872	24,706	24,300	24,300
21030	Magistrates	4,104	4,584	4,536	5,800	5,400
21040	Drug Court	-	-	-	-	70,160
21050	Juvenile and Domestic Court	17,859	18,468	15,604	19,000	19,000
21060	Clerk of Circuit Court	591,866	577,068	595,585	638,600	712,101
21080	Law Library	47,729	54,092	57,570	54,300	63,538
22010	Commonwealth's Attorney	785,036	952,916	1,057,942	1,105,200	1,175,318
* SUBTOTAL *		1,493,783	1,660,751	1,763,076	1,912,600	2,140,862
PUBLIC SAFETY						
31020	Sheriff's Department	4,062,799	4,077,795	4,725,508	4,953,000	7,487,692
31040	E-911 System	542,115	622,601	709,678	753,000	1,008,155
31050	School Resource	584,491	725,798	826,414	766,800	-
32000	Volunteer Fire & Rescue	955,520	1,012,916	1,724,094	940,000	1,119,471
33000	Court Services	971,896	960,997	929,591	998,300	-
33030	Probation	63,230	43,332	10,316	41,000	41,000

EXPENDITURE SUMMARY

DESCRIPTION					FY 2021 - 2022	FY 2022 - 2023
		FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	ADOPTED	ADOPTED
		ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET
34010	Building Inspections	650,795	669,739	738,866	618,000	633,435
35010	Animal Control	649,641	685,432	573,852	705,800	-
35030	Medical Examiner	740	780	680	1,000	1,000
35050	Fire & Rescue Department	3,086,725	3,338,898	4,012,144	4,376,000	5,027,543
* SUBTOTAL *		11,567,952	12,138,288	14,251,143	14,152,900	15,318,296
PUBLIC WORKS						
41010	Public Works/Sanitary Districts	389,345	372,848	487,575	428,200	443,385
41020	Streets and Highways	17,018	17,818	9,499	20,000	20,000
42030	Refuse Collection	710,782	753,168	796,471	786,000	847,260
42035	Refuse Collection/Transfer Station	156,669	183,701	210,292	226,000	226,930
42040	Refuse Disposal	2,414,597	2,695,474	2,546,563	2,880,000	2,877,514
43000	Maintenance of Bldgs. & Grounds	1,223,179	1,484,045	1,769,655	1,396,000	1,562,221
* SUBTOTAL *		4,911,590	5,507,054	5,820,055	5,736,200	5,977,310
HEALTH/WELFARE/PARTNERSHIPS						
51000	Health	355,798	350,963	392,676	382,412	373,600
52000	Mental Health & Disability	32,500	32,500	32,500	-	-
53000	Social Services	3,943,902	3,820,576	4,015,443	5,045,779	4,958,747
53090	Other Social Services	115,178	115,489	118,289	142,500	149,000
53500	Comprehensive Services Act	1,731,108	1,678,560	2,026,204	1,785,000	1,994,647
54000	School Division	26,243,110	26,442,631	26,956,323	27,720,000	24,220,000
64010	Regional Partnerships	3,607,210	3,653,113	4,390,466	4,193,850	4,052,300
* SUBTOTAL *		36,028,806	36,093,832	37,931,901	39,269,541	35,748,294
PARK, REC & CULTURAL						
71010	Parks & Rec - Administration	772,963	792,983	637,928	892,000	712,489
71020	Parks & Rec - Rec Programs	53,270	45,646	19,566	52,500	169,165
71030	Parks & Rec - Maintenance	1,464,175	1,386,698	1,440,844	1,541,600	1,552,529
73000	Library, Museums, Cult. Enrich.	994,134	1,006,758	1,018,087	1,018,100	1,039,000
* SUBTOTAL *		3,284,542	3,232,085	3,116,424	3,504,200	3,473,183

EXPENDITURE SUMMARY

				FY 2021 - 2022	FY 2022 - 2023	
DESCRIPTION		FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	ADOPTED	ADOPTED
		ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET
COMMUNITY DEVELOPMENT						
81010	Planning & Zoning Administration	436,799	419,519	388,235	473,000	485,229
81050	Economic Development	54,117	108,234	302,194	3,197,500	1,943,047
82000	Environmental Management	26,045	18,530	20,500	18,500	28,500
83000	VPI Extension Service	109,101	114,738	111,998	121,000	139,515
* SUBTOTAL *		626,062	661,021	822,927	3,810,000	2,596,291
MISCELLANEOUS						
91000	Non-Departmental	982,803	782,300	2,682,925	1,884,000	1,838,000
92000	Capital Outlay	18,547,831	6,774,261	3,410,276	14,625,659	-
95000	Debt Service	-	11,351,634	11,686,376	-	11,159,378
99010	Transfers to Other Funds	-	-	-	-	6,564,709
* SUBTOTAL *		46,864,407	45,965,566	46,859,459	16,509,659	19,562,087
TOTAL GENERAL FUND		82,346,512	83,759,060	88,407,555	88,390,000	89,640,444

OTHER FUNDS

59 CAPITAL IMPROVEMENT FUND

Fire & Rescue	-	-	-	-	3,400,000
Public Works & Buildings	-	-	-	-	1,452,891
Parks & Recreation	-	-	-	-	1,064,945
School Division	-	-	-	-	15,871,642
* SUBTOTAL *	0	0	0	0	21,789,478

EXPENDITURE SUMMARY

DESCRIPTION				FY 2021 - 2022	FY 2022 - 2023
	FY 2018 - 2019 ACTUAL	FY 2019 - 2020 ACTUAL	FY 2020 - 2021 ACTUAL	ADOPTED BUDGET	ADOPTED BUDGET
60 ASSET REPLACEMENT FUND					
General Administration	-	-	-	-	163,550
Public Works/Refuse	-	-	-	-	100,000
Information Technology	-	-	-	-	410,000
Parks & Recreation	-	-	-	-	86,000
Sheriff's Office	-	-	-	-	1,263,100
Fire & Rescue	-	-	-	-	800,000
* SUBTOTAL *	0	0	0	0	2,822,650
81 AIRPORT FUND					
Personnel	0	0	-	-	76,592
Operating	369,736	226,983	179,874	189,665	131,740
Transfer to General Fund	21,335	20,105	-	-	-
* SUBTOTAL *	391,071	247,088	179,874	189,665	208,332
83 COST RECOVERY FUND					
Operating Expenditures	597,225	295,811	797,009	900,000	969,000
94 ECONOMIC DEVELOPMENT AUTHORITY					
Operating Expenditures	-	1,634,541	1,457,290	1,785,300	1,313,250

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Board of Supervisors	11010	1030	BOS Compensation	52,800
Board of Supervisors	11010	2001	FICA	4,040
Board of Supervisors	11010	2005	Hospital Medical	48,500
Board of Supervisors	11010	3001	Legal Services	20,000
Board of Supervisors	11010	3002	Professional Services	10,000
Board of Supervisors	11010	3005	Computer Services	5,000
Board of Supervisors	11010	3008	Engineering Services	5,000
Board of Supervisors	11010	3302	Advertising	16,000
Board of Supervisors	11010	3399	Misc Services	5,000
Board of Supervisors	11010	5302	Liability Insurance	18,700
Board of Supervisors	11010	5401	Office Supplies	2,000
Board of Supervisors	11010	5501	Mileage	1,000
Board of Supervisors	11010	5505	Convention and Travel	6,000
Board of Supervisors	11010	5801	Dues and Memberships	11,000
County Administrator	12020	1001	Full Time - Exempt 35	280,122
County Administrator	12020	1003	Full Time - Non-Exempt 35	126,675
County Administrator	12020	2001	FICA	29,131
County Administrator	12020	2002	VRS	47,433
County Administrator	12020	2005	Hospital Medical	48,500
County Administrator	12020	2006	Group Insurance	4,841
County Administrator	12020	2008	Hybrid Disability	1,627
County Administrator	12020	2011	Worker's Compensation	366
County Administrator	12020	3002	Professional Services	2,000
County Administrator	12020	3302	Advertising	3,200
County Administrator	12020	5201	Postage	1,800
County Administrator	12020	5203	Telephone	4,800
County Administrator	12020	5204	Mobile Radio	200
County Administrator	12020	5305	Auto Insurance	-
County Administrator	12020	5401	Office Supplies	8,500
County Administrator	12020	5408	Operation of Motor Vehicles	-
County Administrator	12020	5411	Books and Subscriptions	500
County Administrator	12020	5005	Convention & Education	4,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
County Administrator	12020	5515	Training Supplies	500
County Administrator	12020	5510	Dues and Memberships	3,000
County Administrator	12020	7007	Computer Equipment	2,000
County Administrator	12020	7013	Contingency	1,000
Human Resources	12030	1001	Full Time - Exempt 35	89,460
Human Resources	12030	1003	Full Time - Non-Exempt 35	39,925
Human Resources	12030	2001	FICA	9,898
Human Resources	12030	2002	VRS	15,086
Human Resources	12030	2005	Hospital Medical	19,400
Human Resources	12030	2006	Group Insurance	1,540
Human Resources	12030	2008	Hybrid Disability	518
Human Resources	12030	2011	Worker's Compensation	117
Human Resources	12030	2022	Career Advancement	20,000
Human Resources	12030	3002	Professional Services	32,000
Human Resources	12030	3003	Health Services	2,000
Human Resources	12030	3302	Advertising	4,000
Human Resources	12030	5401	Office Supplies	1,750
Human Resources	12030	5402	Food Supplies	25,000
Human Resources	12030	5415	Other Operating Supplies	12,000
Human Resources	12030	5505	Convention and Education	2,000
Human Resources	12030	5510	Dues and Memberships	2,000
County Attorney	12040	1001	Full Time - Exempt 35	77,140
County Attorney	12040	1003	Full Time - Non-Exempt 35	38,072
County Attorney	12040	2001	FICA	8,814
County Attorney	12040	2002	VRS	13,434
County Attorney	12040	2005	Hospital Medical	19,400
County Attorney	12040	2006	Group Insurance	1,371
County Attorney	12040	2008	Hybrid Disability	461
County Attorney	12040	2011	Worker's Compensation	127
County Attorney	12040	3001	Legal Services	180,000
County Attorney	12040	3301	Service Fee	3,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
County Attorney	12040	5201	Postage	500
County Attorney	12040	5203	Telephone	1,356
County Attorney	12040	5401	Office Supplies	3,500
County Attorney	12040	5411	Books and Subscriptions	4,000
County Attorney	12040	5504	Travel and Training	2,500
County Attorney	12040	5415	Other Operating Supplies	1,000
County Attorney	12040	5510	Dues and Memberships	1,700
Information Technology	12060	1001	Full Time - Exempt 35	96,171
Information Technology	12060	1003	Full Time - Non-Exempt 35	191,515
Information Technology	12060	2001	FICA	22,008
Information Technology	12060	2002	VRS	26,841
Information Technology	12060	2005	Hospital Medical	38,800
Information Technology	12060	2006	Group Insurance	3,423
Information Technology	12060	2011	Worker's Compensation	259
Information Technology	12060	3001	Computer Modifications for Energov - from Bld Ins.	55,700
Information Technology	12060	3005	Computer Services	108,000
Information Technology	12060	3103	Maintenance Service Contracts	18,000
Information Technology	12060	5104	Cable	102,175
Information Technology	12060	5201	Postage	100
Information Technology	12060	5203	Telephone	9,620
Information Technology	12060	5407	Vehicle & Powered Equip. Maint. Supplies	2,000
Information Technology	12060	5408	Vehicle & Powered Equipment Fuels	1,500
Information Technology	12060	5411	Books and Subscriptions	26,000
Information Technology	12060	5413	Computer Supplies	20,000
Information Technology	12060	5420	Small Tools	2,000
Information Technology	12060	5421	Misc. Software	5,000
Information Technology	12060	5450	Furniture and Equipment	1,500
Information Technology	12060	5505	Convention and Education	21,000
Information Technology	12060	7002	Equipment Lease/Rental	75,000
Information Technology	12060	7007	Computer Equipment	58,500
Information Technology	12060	7008	Computer Software	121,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Commissioner of Revenue	12090	1001	Full Time Exempt 35	106,453
Commissioner of Revenue	12090	1003	Full Time Non-Exempt	409,244
Commissioner of Revenue	12090	2001	FICA	39,451
Commissioner of Revenue	12090	2002	VRS	53,769
Commissioner of Revenue	12090	2005	Hospital Medical	98,000
Commissioner of Revenue	12090	2006	Group Insurance	4,908
Commissioner of Revenue	12090	2008	Hybrid Disability	2,063
Commissioner of Revenue	12090	2011	Worker's Compensation	464
Commissioner of Revenue	12090	3102	Equipment Maintenance	570
Commissioner of Revenue	12090	3300	Printing and Binding	2,198
Commissioner of Revenue	12090	3302	Advertising	930
Commissioner of Revenue	12090	5201	Postage	6,400
Commissioner of Revenue	12090	5203	Telephone	4,425
Commissioner of Revenue	12090	5305	Auto Insurance	575
Commissioner of Revenue	12090	5401	Office Supplies	7,500
Commissioner of Revenue	12090	5408	Vehicle & Powered Equipment Fuels	1,500
Commissioner of Revenue	12090	5411	Books and Subscriptions	2,500
Commissioner of Revenue	12090	5414	Assessment Valuation	7,100
Commissioner of Revenue	12090	5450	Furniture and Equipment	-
Commissioner of Revenue	12090	5460	Technology Hardware	7,500
Commissioner of Revenue	12090	5505	Conventions and Education	8,500
Commissioner of Revenue	12090	5510	Dues and Memberships	2,716
Commissioner of Revenue	12090	5601	Lease/Rent Equipment	2,500
Reassessment	12110	1030	Board Member Compensation	7,640
Reassessment	12110	1021	Part Time Temporary	1,930
Reassessment	12110	2001	FICA	732
Reassessment	12110	3006	Reassessment Services	135,769
Reassessment	12110	3302	Advertising	547
Reassessment	12110	5201	Postage	117
Reassessment	12110	5203	Telephone	1,096
Reassessment	12110	5415	Other Operating Supplies	500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Treasurer	12130	1001	Full Time Exempt 35	92,758
Treasurer	12130	1003	Full Time Non-Exempt 35	238,827
Treasurer	12130	2001	FICA	25,366
Treasurer	12130	2002	VRS	38,663
Treasurer	12130	2005	Hospital Medical	67,900
Treasurer	12130	2006	Group Insurance	3,946
Treasurer	12130	2008	Hybrid Disability	1,326
Treasurer	12130	2011	Worker's Compensation	298
Treasurer	12130	3005	Computer Services	400
Treasurer	12130	3007	Advertising	1,500
Treasurer	12130	3100	Equipment Services	700
Treasurer	12130	3300	Printing and Binding	25,000
Treasurer	12130	5201	Postage	54,000
Treasurer	12130	5203	Telephone	3,080
Treasurer	12130	5401	Office Supplies	12,300
Treasurer	12130	5421	Misc. Software	750
Treasurer	12130	5450	Furniture and Equipment	500
Treasurer	12130	5501	Mileage	1,500
Treasurer	12130	5510	Dues and Memberships	920
Treasurer	12130	5601	Lease/Rent Equipment	1,600
Finance and Purchasing	12150	1001	Full Time Exempt - 35	162,826
Finance and Purchasing	12150	1003	Full Time Non-Exempt 35	80,561
Finance and Purchasing	12150	2001	FICA	18,619
Finance and Purchasing	12150	2002	VRS	28,379
Finance and Purchasing	12150	2005	Hospital Medical	38,800
Finance and Purchasing	12150	2006	Group Insurance	2,896
Finance and Purchasing	12150	2008	Hybrid Disability	974
Finance and Purchasing	12150	2011	Worker's Compensation	219
Finance and Purchasing	12150	3002	Professional Services	114,100
Finance and Purchasing	12150	5201	Postage	2,600
Finance and Purchasing	12150	5203	Telephone	3,000
Finance and Purchasing	12150	5401	Office Supplies	8,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Finance and Purchasing	12150	5505	Convention and Education	5,000
Finance and Purchasing	12150	5510	Dues and Memberships	3,500
Finance and Purchasing	12150	5601	Lease/Rent Equipment	7,000
Elections/Registrar	13000	1001	Full Time-Exempt 35	97,395
Elections/Registrar	13000	1003	Full Time Non-Exempt - 35	130,826
Elections/Registrar	13000	1021	Part Time Temporary	37,000
Elections/Registrar	13000	2001	FICA	13,733
Elections/Registrar	13000	2002	VRS	19,848
Elections/Registrar	13000	2005	Hospital Medical	29,100
Elections/Registrar	13000	2006	Group Insurance	2,025
Elections/Registrar	13000	2011	Worker's Compensation	153
Elections/Registrar	13000	3005	Computer Services	15,000
Elections/Registrar	13000	3102	Equipment Maintenance	20,000
Elections/Registrar	13000	3300	Printing and Binding	16,500
Elections/Registrar	13000	3302	Advertising	1,200
Elections/Registrar	13000	5201	Postage	15,000
Elections/Registrar	13000	5203	Telephone	5,500
Elections/Registrar	13000	5401	Office Supplies	9,000
Elections/Registrar	13000	5406	Maintenance Supplies	2,300
Elections/Registrar	13000	5415	Other Operating Supplies	5,000
Elections/Registrar	13000	5450	Furniture and Fixtures	500
Elections/Registrar	13000	5504	Travel	6,000
Elections/Registrar	13000	5510	Dues and Memberships	571
Elections/Registrar	13000	5601	Lease/ Rent Equipment	2,700
Elections/Registrar	13000	5602	Lease/ Rent of Buildings	650
Elections/Registrar	13000	5897	COVID-19 Expenses	300
Elections/Registrar	13000	7001	Machinery and Equipment	2,000
Elections/Registrar	13000	8007	Computer Software	12,000
Circuit Court	21010	1020	Part Time Permanent	32,744
Circuit Court	21010	2001	FICA	-
Circuit Court	21010	2011	Worker's Compensation	-

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Circuit Court	21010	3306	Part Time Temporary	31,350
Circuit Court	21010	5201	Postage	100
Circuit Court	21010	5203	Telephone	4,200
Circuit Court	21010	5411	Books and Subscriptions	1,000
Circuit Court	21010	5450	Furniture and Equipment	850
Circuit Court	21010	6001	County Shared Expenses	800
General District Court	21020	3001	Legal Services	8,000
General District Court	21020	3102	Equipment Maintenance	500
General District Court	21020	5203	Telephone	4,500
General District Court	21020	5401	Office Supplies	5,500
General District Court	21020	5411	Books and Subscriptions	1,000
General District Court	21020	5450	Furniture and Equipment	1,000
General District Court	21020	5505	Convention and Education	1,500
General District Court	21020	5510	Dues and Memberships	300
General District Court	21020	5601	Lease/Rental Equipment	2,000
Magistrates	21030	5203	Telephone	2,050
Magistrates	21030	5401	Office Supplies	1,050
Magistrates	21030	5450	Furniture and Fixtures	400
Magistrates	21030	5510	Dues & Memberships	100
Magistrates	21030	5601	Lease/Rent Equipment	1,800
Drug Court	21040	1041	Contracted Employees	30,160
Drug Court	21040	2001	FICA	-
Drug Court	21040	2002	VRS	-
Drug Court	21040	2005	Hospital Medical	-
Drug Court	21040	2006	Life	-
Drug Court	21040	2008	Disability	-
Drug Court	21040	2011	Workers Comp	-
Drug Court	21040	3150	Contribution to Regional Drug Court	-
Drug Court	21040	3170	Professional Services	-
Drug Court	21040	3305	Services from Other Governments	40,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Drug Court	21040	8205	Motor Vehicle	-
Juvenile and Domestic Court	21050	3001	Legal Services	-
Juvenile and Domestic Court	21050	3102	Equipment Maintenance	500
Juvenile and Domestic Court	21050	5203	Telephone	4,500
Juvenile and Domestic Court	21050	5401	Office Supplies	3,000
Juvenile and Domestic Court	21050	5411	Books and Subscriptions	250
Juvenile and Domestic Court	21050	5450	Furniture and Fixtures	750
Juvenile and Domestic Court	21050	5505	Convention and Education	1,000
Juvenile and Domestic Court	21050	5510	Dues and Memberships	500
Juvenile and Domestic Court	21050	5601	Lease/Rent Equipment	8,500
Clerk of Circuit Court	21060	1001	Full Time-Exempt 35	125,924
Clerk of Circuit Court	21060	1003	Full Time Non-Exempt 35	280,513
Clerk of Circuit Court	21060	1020	Part Time Permanent	13,000
Clerk of Circuit Court	21060	2001	FICA	30,646
Clerk of Circuit Court	21060	2002	VRS	46,711
Clerk of Circuit Court	21060	2005	Hospital Medical	87,300
Clerk of Circuit Court	21060	2006	Group Insurance	4,767
Clerk of Circuit Court	21060	2008	Hybrid Disability	1,602
Clerk of Circuit Court	21060	2011	Worker's Compensation	361
Clerk of Circuit Court	21060	3007	Audit/Accounting Services	2,900
Clerk of Circuit Court	21060	3102	Equipment Maintenance	200
Clerk of Circuit Court	21060	3103	Maintenance Service Contracts	46,836
Clerk of Circuit Court	21060	3300	Printing and Binding	600
Clerk of Circuit Court	21060	3302	Advertising	1,000
Clerk of Circuit Court	21060	5201	Postage	7,000
Clerk of Circuit Court	21060	5203	Telephone	5,000
Clerk of Circuit Court	21060	5401	Office Supplies	8,000
Clerk of Circuit Court	21060	5411	Books and Subscriptions	1,800
Clerk of Circuit Court	21060	5421	Misc. Software	1,000
Clerk of Circuit Court	21060	5450	Furniture and Equipment	1,300
Clerk of Circuit Court	21060	5460	Technology Hardware	850

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Clerk of Circuit Court	21060	5505	Conventions and Education	3,000
Clerk of Circuit Court	21060	5510	Dues and Memberships	570
Clerk of Circuit Court	21060	5601	Lease/Rent Equipment	-
Clerk of Circuit Court	21060	5812	Grant Expenses	41,121
Clerk of Circuit Court	21060	5897	Covid-19 Expenses	100
Law Library	21080	1001	Full Time - Exempt 35	31,275
Law Library	21080	2001	FICA	2,393
Law Library	21080	2002	VRS	3,647
Law Library	21080	2005	Hospital Medical	9,700
Law Library	21080	2006	Group Insurance	372
Law Library	21080	2008	Hybrid Disability	124
Law Library	21080	2011	Worker's Compensation	28
Law Library	21080	5411	Books and Subscriptions	16,000
Commonwealth's Attorney	22010	1001	Full Time Exempt 35	131,841
Commonwealth's Attorney	22010	1003	Full Time Non-Exempt 35	707,513
Commonwealth's Attorney	22010	1020	Part Time Permanent	15,714
Commonwealth's Attorney	22010	2001	FICA	65,413
Commonwealth's Attorney	22010	2002	VRS	97,869
Commonwealth's Attorney	22010	2005	Hospital Medical	116,400
Commonwealth's Attorney	22010	2006	Group Insurance	9,988
Commonwealth's Attorney	22010	2008	Hybrid Disability	3,357
Commonwealth's Attorney	22010	2011	Worker's Compensation	923
Commonwealth's Attorney	22010	3102	Equipment Maintenance	500
Commonwealth's Attorney	22010	3399	Misc. Services	1,800
Commonwealth's Attorney	22010	5201	Postage	800
Commonwealth's Attorney	22010	5203	Telephone	5,000
Commonwealth's Attorney	22010	5401	Office Supplies	7,000
Commonwealth's Attorney	22010	5411	Books and Subscriptions	5,700
Commonwealth's Attorney	22010	5460	Technology Hardware	-
Commonwealth's Attorney	22010	5505	Conventions and Education	1,000
Commonwealth's Attorney	22010	5510	Dues and Memberships	4,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Commonwealth's Attorney	22010	5810	Grant Expenses	500
Sheriff's Office	31020	1001	Full Time Exempt 35	113,543
Sheriff's Office	31020	1003	Full Time Non-Exempt 35	317,232
Sheriff's Office	31020	1004	Full Time Non-Exempt 40	3,453,041
Sheriff's Office	31020	1009	Compensation - Victim Witness Coord.	-
Sheriff's Office	31020	1010	Overtime	250,500
Sheriff's Office	31020	1016	Compensation - Board Hazard Pay	-
Sheriff's Office	31020	1020	Part Time Permanent	434,188
Sheriff's Office	31020	2001	FICA	352,297
Sheriff's Office	31020	2002	VRS	448,628
Sheriff's Office	31020	2005	Hospital Medical	708,100
Sheriff's Office	31020	2006	Group Insurance	45,786
Sheriff's Office	31020	2007	Line of Duty Act	33,500
Sheriff's Office	31020	2008	Hybrid Disability	15,390
Sheriff's Office	31020	2011	Worker's Compensation	77,687
Sheriff's Office	31020	2022	Career Advancement	50,000
Sheriff's Office	31020	3003	Health Services	500
Sheriff's Office	31020	3004	Veterinary Services	5,000
Sheriff's Office	31020	3010	Maintenance Service Contracts	24,500
Sheriff's Office	31020	3102	Equipment Maintenance	15,000
Sheriff's Office	31020	3302	Advertising	3,000
Sheriff's Office	31020	5201	Postage	5,000
Sheriff's Office	31020	5203	Telephone	55,000
Sheriff's Office	31020	5302	Liability Insurance	1,000
Sheriff's Office	31020	5305	Auto Insurance	46,000
Sheriff's Office	31020	5401	Office Supplies	10,000
Sheriff's Office	31020	5402	Food Supplies	1,000
Sheriff's Office	31020	5405	Laundry and Janitorial Supplies	10,500
Sheriff's Office	31020	5408	Vehicle & Powered Equipment Fuels	300,000
Sheriff's Office	31020	5409	Police Supplies and Ammunition	60,000
Sheriff's Office	31020	5410	Wearing Apparel/Uniforms /Protective Clothing	20,000
Sheriff's Office	31020	5411	Books and Subscriptions	3,500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Sheriff's Office	31020	5413	Computer Supplies	25,000
Sheriff's Office	31020	5415	Other Operating Supplies	71,000
Sheriff's Office	31020	5450	Furniture and Equipment	9,000
Sheriff's Office	31020	5505	Convention and Education	80,000
Sheriff's Office	31020	5601	Lease/Rent Equipment	15,000
Sheriff's Office	31020	5506	Extradition of Prisoners	10,000
Sheriff's Office	31020	5510	Dues and Memberships	5,000
Sheriff's Office	31020	5804	Victim Witness Programs	-
Sheriff's Office	31020	5812	Grant Expenses	10,000
Sheriff's Office	31020	6024	Humane Society of Warren County	362,800
Sheriff's Office	31020	7007	Computer Equipment	10,000
Sheriff's Office	31020	7008	Computer Software	30,000
Sheriff's Office	31020	7010	Building Improvements	-
E-911	31040	1004	Full Time - Non-Exempt 40	339,931
E-911	31040	1010	Overtime	50,000
E-911	31040	1020	Part Time Permanent	45,812
E-911	31040	2001	FICA	31,824
E-911	31040	2002	VRS	43,163
E-911	31040	2005	Hospital Medical	97,000
E-911	31040	2006	Group Insurance	4,405
E-911	31040	2008	Hybrid Disability	1,481
E-911	31040	2011	Worker's Compensation	333
E-911	31040	2022	Career Advancement	9,423
E-911	31040	3010	Equipment Service Contracts	-
E-911	31040	3100	Equipment Repairs	2,000
E-911	31040	3102	Equipment Maintenance	53,600
E-911	31040	3103	Maintenance Service Contracts	267,643
E-911	31040	5203	Telephone	3,430
E-911	31040	5401	Office Supplies	2,800
E-911	31040	5410	Wearing Apparel	1,600
E-911	31040	5415	Other Operating Supplies	500
E-911	31040	5505	Convention and Education	10,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
E-911	31040	5601	Lease/Rent Equipment	2,500
E-911	31040	7001	Machinery and Equipment	1,640
E-911	31040	7002	Furniture and Fixtures	3,600
E-911	31040	7007	Computer Equipment	27,200
E-911	31040	7008	Computer Software	8,270
School Resource	31050			-
Volunteer Fire & Rescue	32000	5303	Volunteer Insurance	114,000
Volunteer Fire & Rescue	32000	5902	Fire Operations	4,255
Volunteer Fire & Rescue	32000	6200	Chester Gap VFD	226,913
Volunteer Fire & Rescue	32000	6201	Fortsmouth VFD	66,347
Volunteer Fire & Rescue	32000	6202	Front Royal VFD	198,300
Volunteer Fire & Rescue	32000	6203	Middletown VFD	6,500
Volunteer Fire & Rescue	32000	6204	Rivermont VFD	66,347
Volunteer Fire & Rescue	32000	6205	Shenandoah Farms VFD	66,347
Volunteer Fire & Rescue	32000	6206	Shenandoah Shores VFD	66,347
Volunteer Fire & Rescue	32000	6207	South Warren/Browntown VFD	70,021
Volunteer Fire & Rescue	32000	6208	Lord Fairfax EMS Council	13,400
Volunteer Fire & Rescue	32000	6209	Linden Volunteer Fire Department	66,347
Volunteer Fire & Rescue	32000	6210	North Warren VFD	66,347
Volunteer Fire & Rescue	32000	6220	Fire Programs Fund	88,000
Court Services	33000			-
Juvenile Probation	33030	5203	Telephone	3,650
Juvenile Probation	33030	5204	Mobile Phone/Pager	720
Juvenile Probation	33030	5812	Grant Expenses	36,630
Building Inspections	34010	1001	Full Time - Exempt 35	147,731
Building Inspections	34010	1003	Full Time - Non-Exempt 35	228,319
Building Inspections	34010	1020	Part Time Permanent	58,157
Building Inspections	34010	2001	FICA	28,768

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Building Inspections	34010	2002	VRS	43,847
Building Inspections	34010	2005	Hospital Medical	67,900
Building Inspections	34010	2006	Group Insurance	4,475
Building Inspections	34010	2008	Hybrid Disability	1,504
Building Inspections	34010	2011	Worker's Compensation	10,483
Building Inspections	34010	3302	Advertising	500
Building Inspections	34010	3399	Misc. Services	1,692
Building Inspections	34010	5201	Postage	500
Building Inspections	34010	5203	Telephone	2,259
Building Inspections	34010	5205	Cellular Phone	3,000
Building Inspections	34010	5305	Auto Insurance	3,000
Building Inspections	34010	5401	Office Supplies	3,000
Building Inspections	34010	5408	Vehicle and Powered Equipment Fuels	14,000
Building Inspections	34010	5410	Wearing Apparel/Uniforms/Protective Clothing	1,500
Building Inspections	34010	5411	Books and Subscriptions	4,000
Building Inspections	34010	5415	Other Operating Supplies	1,000
Building Inspections	34010	5501	Mileage	1,300
Building Inspections	34010	5505	Convention and Education	5,000
Building Inspections	34010	5510	Dues and Memberships	1,500
Animal Control	35010			-
Medical Examiner	35030	3003	Health Services	1,000
Fire and Rescue	35050	1001	Full Time - Exempt 35	198,224
Fire and Rescue	35050	1003	Full Time - Non-Exempt 35	73,054
Fire and Rescue	35050	1004	Full Time - Non-Exempt 40	2,698,819
Fire and Rescue	35050	1010	Overtime	100,000
Fire and Rescue	35050	1011	Compensation - Overtime FLSA	483,703
Fire and Rescue	35050	1012	Compensation - Overtime Holiday Pay	58,500
Fire and Rescue	35050	1020	Part Time Permanent	120,000
Fire and Rescue	35050	2001	FICA	217,899
Fire and Rescue	35050	2002	VRS	268,440

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Fire and Rescue	35050	2005	Hospital	388,000
Fire and Rescue	35050	2006	Group Insurance	27,609
Fire and Rescue	35050	2007	Line of Duty Act	17,000
Fire and Rescue	35050	2008	Hybrid Disability	9,280
Fire and Rescue	35050	2011	Worker's Compensation	125,053
Fire and Rescue	35050	3003	Health Services	50,000
Fire and Rescue	35050	5201	Postage	200
Fire and Rescue	35050	5203	Telephone	15,000
Fire and Rescue	35050	5204	Mobile Radio/Pager	-
Fire and Rescue	35050	5305	Auto Insurance	16,000
Fire and Rescue	35050	5401	Office Supplies	11,000
Fire and Rescue	35050	5408	Vehicle & Powered Equipment Fuels	48,000
Fire and Rescue	35050	5410	Wearing Apparel/Uniforms/Protective Clothing	40,000
Fire and Rescue	35050	5411	Books and Subscriptions	1,500
Fire and Rescue	35050	5505	Convention and Education	-
Fire and Rescue	35050	5510	Dues and Memberships	2,500
Fire and Rescue	35050	5902	Fire Operation	4,840
Fire and Rescue	35050	5903	EMS Operations	42,922
Fire and Rescue	35050	7007	Computer Equipment	10,000
Public Works - Sanitation District	41010	1001	Full Time - Exempt 35	162,173
Public Works - Sanitation District	41010	1003	Full Time - Non-Exempt 35	116,963
Public Works - Sanitation District	41010	1010	Overtime	5,000
Public Works - Sanitation District	41010	2001	FICA	21,354
Public Works - Sanitation District	41010	2002	VRS	32,547
Public Works - Sanitation District	41010	2005	Hospital Medical	48,500
Public Works - Sanitation District	41010	2006	Group Insurance	3,322
Public Works - Sanitation District	41010	2008	Hybrid Disability	1,117
Public Works - Sanitation District	41010	2011	Worker's Compensation	12,952
Public Works - Sanitation District	41010	3102	Equipment Maintenance	24,337
Public Works - Sanitation District	41010	5102	Fuel	5,000
Public Works - Sanitation District	41010	5203	Telephone	1,620
Public Works - Sanitation District	41010	5308	Insurance	2,500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Public Works - Sanitation District	41010	5401	Office Supplies	2,500
Public Works - Sanitation District	41010	5415	Other Operating Supplies	3,500
Streets and Highways	41020	1020	Part Time Permanent	6,000
Streets and Highways	41020	2001	FICA	-
Streets and Highways	41020	3002	Professional Services	14,000
Refuse Collection	42030	1020	Part Time Permanent	200,520
Refuse Collection	42030	2001	FICA	15,340
Refuse Collection	42030	2011	Worker's Compensation	-
Refuse Collection	42030	3200	Refuse Compactor Site	223,000
Refuse Collection	42030	3201	Recycling Expenses	340,000
Refuse Collection	42030	3203	Solid Waste Disposal	22,500
Refuse Collection	42030	3399	Misc. Services	6,500
Refuse Collection	42030	5101	Electric	5,000
Refuse Collection	42030	5203	Telephone	5,000
Refuse Collection	42030	5204	Mobile Radio	-
Refuse Collection	42030	5305	Auto Insurance	3,000
Refuse Collection	42030	5408	Vehicle and Powered Equipment Fuels	4,000
Refuse Collection	42030	5410	Wearing Apparel/Uniforms/ Protective Clothing	6,000
Refuse Collection	42030	5415	Other Operating Supplies	13,400
Refuse Collection	42030	5603	Lease/Rent of Land	3,000
Refuse Collection - Transfer Station	42035	1020	Part Time Permanent	107,928
Refuse Collection - Transfer Station	42035	2001	FICA	8,256
Refuse Collection - Transfer Station	42035	2011	Worker's Compensation	3,745
Refuse Collection - Transfer Station	42035	3200	Refuse Compactor Site	56,000
Refuse Collection - Transfer Station	42035	3201	Recycling Expenses	45,000
Refuse Collection - Transfer Station	42035	5305	Auto Insurance	500
Refuse Collection - Transfer Station	42035	5408	Vehicle & Powered Equipment Fuels	4,000
Refuse Collection - Transfer Station	42035	5410	Wearing Apparel/Uniforms/Protective Clothing	1,500
Refuse Disposal	42040	1001	Full Time - Exempt 35	57,615

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Refuse Disposal	42040	1003	Full Time - Non-Exempt 35	142,964
Refuse Disposal	42040	1010	Overtime	5,000
Refuse Disposal	42040	1020	Part Time Permanent	20,033
Refuse Disposal	42040	2001	FICA	14,746
Refuse Disposal	42040	2002	VRS	20,140
Refuse Disposal	42040	2005	Hospital Medical	38,800
Refuse Disposal	42040	2006	Group Insurance	2,055
Refuse Disposal	42040	2008	Hybrid Disability	771
Refuse Disposal	42040	2011	Worker's Compensation	6,689
Refuse Disposal	42040	3008	Engineering Services	220,000
Refuse Disposal	42040	3203	Solid Waste Disposal	7,000
Refuse Disposal	42040	3204	Hauling	2,016,000
Refuse Disposal	42040	3207	Landscaping Services	30,500
Refuse Disposal	42040	3301	Service Fees	13,500
Refuse Disposal	42040	3305	Services from Other Government	126,500
Refuse Disposal	42040	3399	Misc. Services	20,000
Refuse Disposal	42040	5101	Electric	12,200
Refuse Disposal	42040	5103	Water Sewer	5,000
Refuse Disposal	42040	5203	Telephone	5,000
Refuse Disposal	42040	5401	Office Supplies	4,500
Refuse Disposal	42040	5410	Wearing Apparel/Uniforms/Protective Clothing	6,000
Refuse Disposal	42040	5415	Vehicle & Powered Equipment Fuels	40,000
Refuse Disposal	42040	5442	Stone	12,000
Refuse Disposal	42040	5505	Convention and Education	1,000
Refuse Disposal	42040	5897	Covid-19 Expenses	500
Refuse Disposal	42040	8001	Machinery & Equipment	49,000
Maintenance Building/Grounds	43000	1001	Full Time - Exempt 35	54,883
Maintenance Building/Grounds	43000	1003	Full Time - Non-Exempt 35	357,361
Maintenance Building/Grounds	43000	1020	Part Time Permanent	72,748
Maintenance Building/Grounds	43000	2001	FICA	37,102
Maintenance Building/Grounds	43000	2002	VRS	48,068
Maintenance Building/Grounds	43000	2005	Hospital Medical	106,700

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Maintenance Building/Grounds	43000	2006	Group Insurance	4,907
Maintenance Building/Grounds	43000	2008	Hybrid Disability	1,649
Maintenance Building/Grounds	43000	2011	Worker's Compensation	9,305
Maintenance Building/Grounds	43000	5101	Electric Service	250,000
Maintenance Building/Grounds	43000	5102	Fuel	65,000
Maintenance Building/Grounds	43000	5103	Water Sewer Garbage	70,000
Maintenance Building/Grounds	43000	5203	Telephone	15,000
Maintenance Building/Grounds	43000	5305	Auto Insurance	2,500
Maintenance Building/Grounds	43000	5308	Other Insurance	87,000
Maintenance Building/Grounds	43000	5401	Office Supplies	1,500
Maintenance Building/Grounds	43000	5406	Maintenance Supplies	227,000
Maintenance Building/Grounds	43000	5408	Vehicle & Powered Equipment Fuels	6,000
Maintenance Building/Grounds	43000	5415	Other Operating Supplies	55,500
Maintenance Building/Grounds	43000	5450	Furniture and Equipment	3,000
Maintenance Building/Grounds	43000	7010	Building Improvements	87,000
Warren County Health Department	51000	5601	Warren County Health Department	373,600
Other Social Services	53090	6001	ARC of Warren County	2,500
Other Social Services	53090	6002	Blue Ridge Opportunities	30,000
Other Social Services	53090	6003	Shenandoah Area Agency on Aging	54,000
Other Social Services	53090	6004	Blue Ridge Legal Services	4,300
Other Social Services	53090	6005	Access Independence	3,200
Other Social Services	53090	6006	Concern Hotline	3,500
Other Social Services	53090	6008	WC Habitat for Humanity	7,500
Other Social Services	53090	6009	E Resolutions	-
Other Social Services	53090	6010	ST. Luke Community Clinic	8,500
Other Social Services	53090	6011	House of Hope	15,000
Other Social Services	53090	6012	Warren Coalition	7,500
Other Social Services	53090	6013	Phoenix Project	10,000
Other Social Services	53090	6014	Winchester Public Defender	3,000
Children's Services Act	53500	1001	Full Time - Exempt-35	53,530

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Children's Services Act	53500	1020	Part Time Permanent	18,720
Children's Services Act	53500	2001	FICA	5,527
Children's Services Act	53500	2002	VRS	6,241
Children's Services Act	53500	2005	Hospital Medical	9,700
Children's Services Act	53500	2006	Group Insurance	638
Children's Services Act	53500	2011	Worker's Compensation	48
Children's Services Act	53500	3501	Children's Services Act	1,899,046
Children's Services Act	53500	3502	Local - CSA	1,197
Regional Partnerships	64010	6016	Laurel Ridge Community College	40,200
Regional Partnerships	64010	6017	Northwestern Community Services	343,000
Regional Partnerships	64010	6018	Juvenile Detention Facility	240,000
Regional Partnerships	64010	6019	Regional Jail	3,429,100
Parks and Rec - Administration	71010	1001	Full Time - Exempt 35	174,201
Parks and Rec - Administration	71010	1003	Full Time - Non-Exempt 35	167,324
Parks and Rec - Administration	71010	1010	Overtime	2,000
Parks and Rec - Administration	71010	1020	Part Time Permanent	100,000
Parks and Rec - Administration	71010	2001	FICA	33,930
Parks and Rec - Administration	71010	2002	VRS	39,822
Parks and Rec - Administration	71010	2005	Hospital Medical	58,200
Parks and Rec - Administration	71010	2006	Group Insurance	4,046
Parks and Rec - Administration	71010	2008	Hybrid Insurance	1,366
Parks and Rec - Administration	71010	2011	Worker's Compensation	9,050
Parks and Rec - Administration	71010	3002	Professional Services	8,250
Parks and Rec - Administration	71010	3103	Maintenance Service Contracts	17,500
Parks and Rec - Administration	71010	3301	Filing & Service Fees	500
Parks and Rec - Administration	71010	3302	Advertising	16,000
Parks and Rec - Administration	71010	5201	Postage	5,300
Parks and Rec - Administration	71010	5203	Telephone	10,000
Parks and Rec - Administration	71010	5308	Other Insurance	13,600
Parks and Rec - Administration	71010	5401	Office Supplies	10,000
Parks and Rec - Administration	71010	5402	Food	16,500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Parks and Rec - Administration	71010	5403	Beverages	16,500
Parks and Rec - Administration	71010	5411	Books and Subscriptions	400
Parks and Rec - Administration	71010	5460	Technology Hardware	4,000
Parks and Rec - Administration	71010	5504	Travel and Training	2,500
Parks and Rec - Administration	71010	5510	Dues and Memberships	1,500
Parks and Rec - Programs	71020	1020	Part Time Permanent	
Parks and Rec - Programs	71020	1021	Part Time Temporary	109,810
Parks and Rec - Programs	71020	1011	FICA	8,400
Parks and Rec - Programs	71020	1041	Contracted Employee	29,871
Parks and Rec - Programs	71020	3002	Professional Services	3,625
Parks and Rec - Programs	71020	3302	Advertising	2,666
Parks and Rec - Programs	71020	3303	Laundry	-
Parks and Rec - Programs	71020	5302	Liability Insurance	3,750
Parks and Rec - Programs	71020	5404	Recreational Services	1,000
Parks and Rec - Programs	71020	5410	Wearing Apparel/Uniforms Protective Clothing	3,750
Parks and Rec - Programs	71020	5515	Training Supplies	3,625
Parks and Rec - Programs	71020	5601	Lease Rent of equipment	2,668
Parks and Rec - Programs	71020	5901	PPE Gear	-
Parks and Rec - Maintenance	71030	1001	Full Time - Exempt 35	54,958
Parks and Rec - Maintenance	71030	1003	Full Time - Non-Exempt 35	387,443
Parks and Rec - Maintenance	71030	1010	Overtime	35,000
Parks and Rec - Maintenance	71030	1020	Part Time Permanent	330,000
Parks and Rec - Maintenance	71030	2001	FICA	59,547
Parks and Rec - Maintenance	71030	2002	VRS	41,276
Parks and Rec - Maintenance	71030	2005	Hospital Medical	106,700
Parks and Rec - Maintenance	71030	2006	Group Insurance	5,264
Parks and Rec - Maintenance	71030	2008	Hybrid Disability	1,770
Parks and Rec - Maintenance	71030	2011	Worker's Compensation	11,724
Parks and Rec - Maintenance	71030	3010	Cleaning & Janitorial Services	50,000
Parks and Rec - Maintenance	71030	3100	Equipment Repairs	40,000
Parks and Rec - Maintenance	71030	3101	Motor Vehicle Repairs	35,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Parks and Rec - Maintenance	71030	3102	Equipment Maintenance	40,000
Parks and Rec - Maintenance	71030	3304	Safety Enhancements	6,000
Parks and Rec - Maintenance	71030	5101	Electric	190,000
Parks and Rec - Maintenance	71030	5405	Janitorial Supplies	-
Parks and Rec - Maintenance	71030	5406	Maintenance Supplies	2,000
Parks and Rec - Maintenance	71030	5408	Vehicle & Powered Equipment Fuels	28,000
Parks and Rec - Maintenance	71030	5410	Uniforms and Wearing Apparel	8,000
Parks and Rec - Maintenance	71030	5415	Other Operating Supplies	8,000
Parks and Rec - Maintenance	71030	5416	Landscaping Supplies	54,310
Parks and Rec - Maintenance	71030	5419	Snow Removal	7,000
Parks and Rec - Maintenance	71030	5420	Small Tools	6,000
Parks and Rec - Maintenance	71030	7001	Machinery and Equipment	19,120
Parks and Rec - Maintenance	71030	7005	Motor Vehicles	-
Parks and Rec - Maintenance	71030	7011	Park Development	-
Parks and Rec - Maintenance	71030	7013	Recreation Facilities	25,417
Library Museum Culture	73000	5605	4H Center	3,000
Library Museum Culture	73000	5607	Blue Ridge Arts Council	9,500
Library Museum Culture	73000	5610	Browntown Community Center	2,500
Library Museum Culture	73000	6001	Samuels Library	1,024,000
Planning and Zoning	81010	1001	Full Time - Exempt 35	147,317
Planning and Zoning	81010	1003	Full Time - Non-Exempt 35	143,279
Planning and Zoning	81010	1020	Part Time Temporary	13,500
Planning and Zoning	81010	2001	FICA	23,187
Planning and Zoning	81010	2002	VRS	33,884
Planning and Zoning	81010	2005	Hospital Medical	48,500
Planning and Zoning	81010	2006	Group Insurance	3,458
Planning and Zoning	81010	2008	Hybrid Disability	1,162
Planning and Zoning	81010	2011	Worker's Compensation	262
Planning and Zoning	81010	3002	Professional Services	5,000
Planning and Zoning	81010	3100	Equipment Repairs	250
Planning and Zoning	81010	3300	Printing and Binding	750

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Planning and Zoning	81010	3302	Advertising	6,000
Planning and Zoning	81010	3305	Services from Other Governments	26,630
Planning and Zoning	81010	5201	Postage	1,750
Planning and Zoning	81010	5203	Telephone	2,000
Planning and Zoning	81010	5205	Cellular Phone	800
Planning and Zoning	81010	5305	Auto Insurance	500
Planning and Zoning	81010	5401	Office Supplies	4,000
Planning and Zoning	81010	5408	Operation of Motor Vehicles	1,250
Planning and Zoning	81010	5411	Books and Subscriptions	500
Planning and Zoning	81010	5415	Other Operating Supplies	1,000
Planning and Zoning	81010	5450	Furniture and Fixtures	500
Planning and Zoning	81010	5460	Technology Hardware	9,000
Planning and Zoning	81010	5501	Mileage	750
Planning and Zoning	81010	5505	Convention and Education	9,000
Planning and Zoning	81010	5510	Dues and Memberships	1,000
Economic Development	81050	1001	Full Time Exempt - 35	85,001
Economic Development	81050	1003	Full Time Non-Exempt - 35	32,027
Economic Development	81050	2001	FICA	8,953
Economic Development	81050	2002	VRS	13,645
Economic Development	81050	2005	Hospital Medical	19,400
Economic Development	81050	2006	Group Insurance	1,393
Economic Development	81050	2008	Hybrid Disability	468
Economic Development	81050	2011	Workers Compensation	105
Economic Development	81050	3001	Legal Services	1,000,000
Economic Development	81050	5201	Postage	2,000
Economic Development	81050	5203	Telephone	1,000
Economic Development	81050	5401	Office Supplies	750
Economic Development	81050	5501	Mileage	1,000
Economic Development	81050	5505	Convention and Education	2,000
Economic Development	81050	5904	Tourism	200,000
Economic Development	81050	94	Transfer to EDA Fund	575,305

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Environmental Management	82000	6020	Soil & Water Conservation District	15,000
Environmental Management	82000	6021	Friends of the Shenandoah	4,000
Environmental Management	82000	5812	Grant Expenses	9,500
VPI Extension Service	83000	1003	Full Time - Non-Exempt 35	89,687
VPI Extension Service	83000	1021	Part Time Temporary	3,340
VPI Extension Service	83000	2001	FICA	6,861
VPI Extension Service	83000	2002	VRS	10,458
VPI Extension Service	83000	2005	Hospital Medical	19,400
VPI Extension Service	83000	2006	Group Insurance	1,067
VPI Extension Service	83000	2011	Worker's Compensation	807
VPI Extension Service	83000	5201	Postage	350
VPI Extension Service	83000	5203	Telephone	3,000
VPI Extension Service	83000	5415	Other Operating Supplies	2,000
VPI Extension Service	83000	5501	Mileage	1,800
VPI Extension Service	83000	5505	Convention and Education	200
VPI Extension Service	83000	5510	Dues and Memberships	545
Non-Departmental	91000	2005	Hospital Medical (Retirees)	146,300
Non-Departmental	91000	2020	Unemployment Compensation	10,000
Non-Departmental	91000	3005	Computer Services	-
Non-Departmental	91000	3305	Services from Other Governments	320,000
Non-Departmental	91000	5602	Lease/Rental of Building	161,700
Non-Departmental	91000	9500	Contingency Reserve	500,000
Non-Departmental	91000	9503	Compensation Reserve	700,000
Debt Service	95000	9001	Debt Service - Principal	7,839,802
Debt Service	95000	9002	Debt Service - Interest	3,314,576
Debt Service	95000	9003	Administrative Fees	5,000
Transfer to Other Fund	99010	13	Transfer to Social Services	4,958,747
Transfer to Other Fund	99010	21	Transfer to School Fund	24,220,000
Transfer to Other Fund	99010	59	Transfer to Capital Improvement Fund	1,220,125

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Transfer to Other Fund	99010	20	Transfer to School Capital Improvement Fund	3,500,000
Transfer to Other Fund	99010	60	Transfer to Asset Replacement Fund	1,844,583
Total				89,640,444
Social Services	53010	1	Warrants Issued	4,958,747
School Capital Improvement Fund	66000	7001	Leslie Fox Keyser Renovations	15,871,642
School Operating Fund	61000	1	Instruction	52,295,122
School Operating Fund	62000	1	Admin, Attendance & Health	2,704,104
School Operating Fund	63000	1	Pupil Transportation	3,435,709
School Operating Fund	64000	1	Operations & Maintenance	6,137,274
School Operating Fund	67000	1	Debt Service & Fund Transfers	658,247
School Operating Fund	68000	1	Technology	2,377,946
School Operating Fund	69000	1	Contingency Reserve	-
School Cafeteria Fund	65000	1	Cafeteria Expense	3,392,190
Skyland Estates Sanitary District	41020	6301	Sanitary District Expenses	243,373
Skyland Estates Sanitary District	41020	1	Transfer to General Fund	13,177
Linden Heights Sanitary District	32050	1023	Compensation for Staff Time	3,200
Linden Heights Sanitary District	32050	3001	Professional Services	6,500
Linden Heights Sanitary District	32050	3103	Maintenance Service Contracts	2,000
Linden Heights Sanitary District	32050	3202	Road Improvements	500
Linden Heights Sanitary District	32050	3205	Snow Removal	6,935
Linden Heights Sanitary District	32050	3206	Mowing	600
Linden Heights Sanitary District	32050	3207	Landscaping Services	2,500
Linden Heights Sanitary District	32050	5401	Office Supplies	80
Linden Heights Sanitary District	32050	5406	Maintenance Supplies	2,000
Linden Heights Sanitary District	32050	5442	Stone	5,474
Linden Heights Sanitary District	32050	5899	Reserve for Contingencies	-
Linden Heights Sanitary District	32050	9500	Contingency Reserve	-

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Linden Heights Sanitary District	32050		Transfer to General Fund - Admin Expenses	1,936
Shenandoah Shores Sanitary District	41020	6301	Sanitary District Expenses	263,750
	41020	1	Transfer to General Fund	14,250
South River Sanitary District	41020	6301	Sanitary District Expenses	17,265
	41020	1	Transfer to General Fund	1,277
Blue Mountain Sanitary District	41050	6301	Sanitary District Expenses	146,313
	41050	1	Transfer to General Fund	8,069
Riverside Sanitary District	41020	6301	Sanitary District Expenses	2,956
	41020	1	Transfer to General Fund	524
Shenandoah Farms Sanitary District	43050	1030	Compensation for Staff Time	75,923
Shenandoah Farms Sanitary District	43050	1010	Overtime	5,000
Shenandoah Farms Sanitary District	43050	1003	Full Time -Non-Exempt 35	48,575
Shenandoah Farms Sanitary District	43050	1003	Full Time -Non-Exempt 35	70,707
Shenandoah Farms Sanitary District	43050	5101	Electric	775
Shenandoah Farms Sanitary District	43050	2001	FICA	9,125
Shenandoah Farms Sanitary District	43050	2002	VRS	11,129
Shenandoah Farms Sanitary District	43050	2005	Hospital Medical	29,100
Shenandoah Farms Sanitary District	43050	2006	Group Insurance	1,419
Shenandoah Farms Sanitary District	43050	2008	Hybrid Disability	477
Shenandoah Farms Sanitary District	43050	2011	Worker's Compensation	7,109
Shenandoah Farms Sanitary District	43050	3103	Maintenance Service Contracts	9,867
Shenandoah Farms Sanitary District	43050	5203	Telephone	1,325
Shenandoah Farms Sanitary District	43050	5302	Liability Insurance	3,000
Shenandoah Farms Sanitary District	43050	5401	Office Supplies and Expense	500
Shenandoah Farms Sanitary District	43050	3100	Equipment Repairs	1,000
Shenandoah Farms Sanitary District	43050	3102	Equipment Maintenance	25,000
Shenandoah Farms Sanitary District	43050	5410	Wearing Apparel/Uniforms /Protective Clothing	1,400
Shenandoah Farms Sanitary District	43050	5102	Fuel	17,500

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Shenandoah Farms Sanitary District	43050	3008	Engineering Services	4,000
Shenandoah Farms Sanitary District	43050	5406	Maintenance Supplies	15,500
Shenandoah Farms Sanitary District	43050	5442	Stone	70,000
Shenandoah Farms Sanitary District	43050	3207	Landscaping Services	25,000
Shenandoah Farms Sanitary District	43050	9500	Contingency Reserve	162,997
Shenandoah Farms Sanitary District	43050	3205	Snow Removal	30,000
Shenandoah Farms Sanitary District	43050	3206	Mowing	12,500
Shenandoah Farms Sanitary District	43050	3207	Landscaping Services	20,000
Shenandoah Farms Sanitary District	43050	3008	Engineering Services	1,500
Shenandoah Farms Sanitary District	43050	5449	Signage	2,000
Shenandoah Farms Sanitary District	43050	5452	Road Improvement Supplies	30,310
Shenandoah Farms Sanitary District	43050	3202	Road Improvements	20,000
Shenandoah Farms Sanitary District	43050	5899	Reserve for Contingencies	
Shenandoah Farms Sanitary District	43050	8001	Machinery and Equipment	20,000
Shenandoah Farms Sanitary District	43050	9003	Administration Fees	40,855
Shenandoah Farms Sanitary District	43050	7057 1	VML Loan - Principal	30,000
Shenandoah Farms Sanitary District	43050	7057 2	VML Loan - Interest	6,500
High Knob Sanitary District	41020	6301	Sanitary District Expenses	448,116
High Knob Sanitary District	41020	1	Transfer to General Fund	23,953
Cedarville Heights Sanitary District	41020	6301	Sanitary District Expenses	14,375
Cedarville Heights Sanitary District	41020	1	Transfer to General Fund	1,125
Lake Front Royal Sanitary District	54050	1030	Compensation for Staff Time	12,000
Lake Front Royal Sanitary District	54050	3002	Professional Services	20,000
Lake Front Royal Sanitary District	54050	3008	Engineering Services	7,000
Lake Front Royal Sanitary District	54050	3103	Maintenance Service Contracts	17,250
Lake Front Royal Sanitary District	54050	3202	Road Improvements	10,000
Lake Front Royal Sanitary District	54050	3205	Snow Removal	20,000
Lake Front Royal Sanitary District	54050	3206	Mowing - Roadside	6,000
Lake Front Royal Sanitary District	54050	3207	Landscaping Services	10,000
Lake Front Royal Sanitary District	54050	3399	Misc Services	22,245

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Lake Front Royal Sanitary District	54050	5101	Electric	1,500
Lake Front Royal Sanitary District	54050	5401	Office Supplies	310
Lake Front Royal Sanitary District	54050	5406	Maintenance Supplies	8,752
Lake Front Royal Sanitary District	54050	5442	Stone	13,036
Lake Front Royal Sanitary District	54050	5449	Signage	2,000
Lake Front Royal Sanitary District	54050	9500	Contingency Reserve	-
Lake Front Royal Sanitary District	54050	1	Transfer to General Fund	8,268
Shangri-La Sanitary District	41020	6301	Sanitary District Expenses	8,337
Shangri-La Sanitary District	41020	1	Transfer to General Fund	807
Wildcat Drive Sanitary District	56050	1023	Compensation for Staff Time	2,000
Wildcat Drive Sanitary District	56050	3008	Engineering Services	250
Wildcat Drive Sanitary District	56050	3103	Maintenance Service Contracts	2,299
Wildcat Drive Sanitary District	56050	3202	Road Improvements	2,794
Wildcat Drive Sanitary District	56050	3205	Snow Removal	3,000
Wildcat Drive Sanitary District	56050	3206	Mowing	600
Wildcat Drive Sanitary District	56050	3207	Landscaping Services	1,000
Wildcat Drive Sanitary District	56050	5401	Office Supplies	150
Wildcat Drive Sanitary District	56050	5406	Maintenance Supplies	750
Wildcat Drive Sanitary District	56050	5442	Stone	1,000
Wildcat Drive Sanitary District	56050	1	Transfer to General Fund	1,097
Osprey Lane Sanitary District	57050	1023	Compensation for Staff Time	1,000
Osprey Lane Sanitary District	57050	3002	Professional Services	2,210
Osprey Lane Sanitary District	57050	3202	Road Improvements	500
Osprey Lane Sanitary District	57050	3205	Snow Removal	2,300
Osprey Lane Sanitary District	57050	3206	Mowing	320
Osprey Lane Sanitary District	57050	3207	Landscaping Services	320
Osprey Lane Sanitary District	57050	5401	Office Supplies	50
Osprey Lane Sanitary District	57050	5406	Maintenance Supplies	309
Osprey Lane Sanitary District	57050	5442	Stone	1,362
Osprey Lane Sanitary District	57050	9001	Transfer to General Fund	809

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Shannon Wood Sanitary District	57050	1023	Compensation - Staff Time	500
Shannon Wood Sanitary District	57050	3103	Maintenance Service Contracts	650
Shannon Wood Sanitary District	57050	3205	Snow Removal	1,000
Shannon Wood Sanitary District	57050	3207	Landscaping Services	200
Shannon Wood Sanitary District	57050	5401	Office Supplies	45
Shannon Wood Sanitary District	57050	5442	Stone	966
Shannon Wood Sanitary District	57050	5446	Mowing - Roadside	-
Shannon Wood Sanitary District	57050		Transfer to General Fund - Admin Fee	545
Capital Improvement Fund	35050	7001	Fire Station Enhancements	150,000
Capital Improvement Fund	35050	7002	Cancer Prevention Measures	250,000
Capital Improvement Fund	35050	7003	SF Fire Station	3,000,000
Capital Improvement Fund	43000	7001	Roof Replacement Projects	50,000
Capital Improvement Fund	43000	7002	Crooked Run Refuse Site	200,000
Capital Improvement Fund	43000	7003	Senior Center	574,625
Capital Improvement Fund	43010	7001	Revenue Sharing	50,000
Capital Improvement Fund	43000	7004	Transfer Station/Facility	578,266
Capital Improvement Fund	71010	7002	Avtex Trail System	500,000
Capital Improvement Fund	71010	7003	Indian Hollow Boat Landing	314,945
Capital Improvement Fund	71010	7004	Rockland Park - Athletic Fields	250,000
Capital Improvement Fund	99010	20	Transfer to School Capital Improvement Fund	2,271,617
Asset Replacement Fund	11010	7001	County Vehicle Replacement	163,550
Asset Replacement Fund	12060	7001	Server and Network Replacement	65,000
Asset Replacement Fund	12060	7002	Computer Equipment	220,500
Asset Replacement Fund	12060	7003	Security Equipment	68,000
Asset Replacement Fund	12060	7004	Technology Board	56,500
Asset Replacement Fund	13000	7001	Elections Equipment	-
Asset Replacement Fund	31020	7001	Vehicle Replacement	260,000
Asset Replacement Fund	31020	7002	E911 Console Replacement	250,000
Asset Replacement Fund	31020	7003	Radio Equipment Upgrade	703,100
Asset Replacement Fund	31020	7004	Emergency Projects Fund	10,000

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Asset Replacement Fund	31020	7005	Police Equipment	40,000
Asset Replacement Fund	35050	7001	Tanker/Pumper Replacement	800,000
Asset Replacement Fund	43000	7001	Major Equipment Replacement	50,000
Asset Replacement Fund	43000	7002	Maintenance Projects	50,000
Asset Replacement Fund	71010	7001	Maintenance Projects	61,000
Asset Replacement Fund	71010	7002	Golf Course	25,000
Airport	81060	1001	Full Time -Exempt 35	55,000
Airport	81060	2001	FICA	4,208
Airport	81060	2002	VRS	5,132
Airport	81060	2005	Hospital Medical	9,700
Airport	81060	2006	Group Insurance	655
Airport	81060	2008	Hybrid Disability	220
Airport	81060	2011	Worker's Compensation	50
Airport	81060	3002	Professional Services	15,000
Airport	81060	3103	Maintenance Service Contracts	6,790
Airport	81060	3203	Solid Waste Disposal	6,000
Airport	81060	3302	Advertising	500
Airport	81060	5101	Electric	24,000
Airport	81060	5102	Fuel	3,000
Airport	81060	5201	Postage	100
Airport	81060	5203	Telephone	4,600
Airport	81060	5302	Liability Insurance	7,000
Airport	81060	5401	Office Supplies	400
Airport	81060	5405	Laundry and Janitorial Supplies	600
Airport	81060	5406	Maintenance and Supplies	54,867
Airport	81060	5408	Vehicle and Powered Equipment Fuels	4,500
Airport	81060	5411	Books & Subscriptions	110
Airport	81060	5505	Convention and Education	500
Airport	81060	5510	Dues/Memberships	200
Airport	81060	6015	Winchester Regional Airport	5,000
Airport	81060	5450	Furniture and Equipment	200
Airport	81060	7010	Coffee House	-

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Airport	81060	7011	Airport Layout Plan Update	-
Airport	81060	7012	Pole Barn Demo Cat-X	-
Airport	81060	7057	Loans	-
Airport	81060	8833	Grant-Obstruction Removal/Lights	-
Cost Recovery	35060	3007	Audit /Accounting Services	55,000
Cost Recovery	35060	3103	Maintenance Service Contracts	130,000
Cost Recovery	35060	3399	Misc. Services	30,000
Cost Recovery	35060	3101	Motor Vehicle Repairs	84,000
Cost Recovery	35060	5102	Fuel	72,000
Cost Recovery	35060	5450	Furniture and Equipment	20,000
Cost Recovery	35060	5505	Convention and Education	20,000
Cost Recovery	35060	7001	Machinery & Equipment	138,000
Cost Recovery	35060	7005	Motor Vehicles	400,000
Cost Recovery	35060	7007	Computer Equipment and Software	20,000
Economic Development Authority	20	2300	N/P - UNITED BANK-#90978-BAUGH DR	30,000
Economic Development Authority	20	2305	N/P - UNITED BANK-#91004-HAPPY CREE	-
Economic Development Authority	20	2310	N/P - UNITED BANK-#91005-WEST MAIN	-
Economic Development Authority	20	2315	N/P - UNITED BANK-#91006-AVTEX	72,000
Economic Development Authority	20	2320	N/P - UNITED BANK-#91007-FRPD	-
Economic Development Authority	20	2325	N/P - UNITED BANK-#91008-LRP	24,000
Economic Development Authority	20	2330	N/P - FIRST BANK-#50625-STOKES	-
Economic Development Authority	20	2335	N/P - FIRST BANK-#48682-COMBINED	102,000
Economic Development Authority	20	2340	N/P - 1ST BK & TRUST-#218001029-LOC	-
Economic Development Authority	20	2345	N/P - 1ST BK & TRUST-#2151580-ITF	180,000
Economic Development Authority	20	2350	N/P - USDA-IRP	-
Economic Development Authority	81050	3001	PROFESSIONAL FEES- LEGAL	40,000
Economic Development Authority	81050	3002	PROFESSIONAL FEES - AUDITOR	-
Economic Development Authority	81050	3003	PROFESSIONAL FEES - ACCOUNTING	-
Economic Development Authority	81050	3005	ENGINEERS AND CONSULTANTS	-
Economic Development Authority	81050	3007	ADVERTISING	-
Economic Development Authority	81050	3008	EXISTING INDUSTRY	-

EXPENDITURES

Department	Major	Account	Description	Adopted 2023
Economic Development Authority	81050	3009	PROSPECT EXPENSES	-
Economic Development Authority	81050	3015	COMMUNITY PROJECT	-
Economic Development Authority	81050	3016	SCHOLARSHIP EXPENSE	-
Economic Development Authority	81050	3018	PRINTING	-
Economic Development Authority	81050	5101	ELECTRIC	20,000
Economic Development Authority	81050	5103	WATER AND SEWER	8,000
Economic Development Authority	81050	5105	UTILITY EXPENSE - GAS	1,000
Economic Development Authority	81050	5201	POSTAGE	100
Economic Development Authority	81050	5203	PHONE/INTERNET	5,000
Economic Development Authority	81050	5205	TECHNOLOGY CORE OPERATIONS SUPPORT	8,000
Economic Development Authority	81050	5302	PROPERTY/LIABILITY INSURANCE	10,000
Economic Development Authority	81050	5305	BANK FEES	-
Economic Development Authority	81050	5307	PROFESSIONAL LIABILITY INSURANCE	400
Economic Development Authority	81050	5310	BOARD EXPENSES	-
Economic Development Authority	81050	5401	SUPPLIES	-
Economic Development Authority	81050	5407	MAINTENANCE	20,000
Economic Development Authority	81050	5408	AUTO ALLOWANCE	-
Economic Development Authority	81050	5504	TRAVEL AND TRAINING	-
Economic Development Authority	81050	5800	INTEREST EXPENSE	792,000
Economic Development Authority	81050	5801	DUES AND SUBSCRIPTIONS	750
Economic Development Authority	81050	5890	CONTINGENCY	-
Economic Development Authority	81050	5899	MISCELLANEOUS	-
Economic Development Authority	81050	8001	COPIER LEASE	-

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)(8) of the Virginia Freedom of Information Act for consultation with legal counsel for the provision of legal advice regarding the Rivermont Volunteer Fire Department.

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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 Section 2.2-3711(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.