



TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING
Monday, June 8, 2015 @ 7:00pm at Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of May 26, 2015
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 - [1] Report from VDOT Pertaining to South Fork Bridge from Robert Good
 - [2] Presentation on Virginia Government Structure by Tom Christofel
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - [1] 2015 Risk Management Excellence Award for Monica Dodson
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** -- (ROLL CALL VOTE REQUIRED)
 - A. COUNCIL APPROVAL – Proclamation - Mt. Vernon Baptist Church Anniversary
 - B. COUNCIL APPROVAL – Ordinance to Amend Town Code Sections 134-22.1 and 134-22.4 to Decrease Rates for Sanitary Sewer Service (2nd Reading)
 - C. COUNCIL APPROVAL – Ordinance to Amend Town Code Chapter 12 – Fees (2nd Reading)
 - D. COUNCIL APPROVAL – Ordinance to Amend Town Code Section 75-44 (C) Pertaining to Machinery and Tools Tax and Mobile Home Tax (2nd Reading)
 - E. COUNCIL APPROVAL – Ordinance to Amend Town Code Section 75-52 Pertaining to Front Royal Enterprise Zone (2nd Reading)
 - F. COUNCIL APPROVAL – Installation of Memorial to Patricia Windrow Klein
 - G. COUNCIL APPROVAL – MOU - Recreational Facilities at Catlett Mountain Landfill Site
 - H. COUNCIL APPROVAL – Cool Harbor Motel (Solid Gold,Inc) Lease Agreement Extension
8. **PUBLIC HEARING** – An Ordinance to Amend Town Code Section 158-6 Pertaining to Adoption by Reference of the State Motor Vehicular Laws (1st Reading)
9. **PUBLIC HEARING** – Ordinance Amendment to Chapter 156 “Urban Forestry” (1st Reading)
10. **COUNCIL APPROVAL** – Annual Appropriation Ordinance for FY2015-2016 Proposed Budget. (2nd Reading)
11. **COUNCIL APPROVAL** – Ordinance Amendment to Amend Chapter 148 “Subdivision and Land Development (2nd Reading)
12. **COUNCIL APPROVAL** – Resolution for Valley Health Revenue Refunding Bonds

7A



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(A)

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – Proclamation – Mount Vernon Baptist Church Anniversary

Summary: Council has received a request from Mount Vernon Baptist Church seeking approval of a Proclamation proclaiming the 150th Anniversary of Mount Vernon Baptist Church with a Revival Celebration on June 24, 25 and 26, 2015 and Worship Service on Sunday, June 28, 2015.

Budget/Funding: None

Attachments: Proclamation

Meetings: None

Staff Recommendation: Approval Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Proclamation proclaiming the 150th Anniversary of Mount Vernon Baptist Church with a Revival Celebration on June 24, 25 and 26, 2015 and Worship Service on Sunday, June 28, 2015.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

~PROCLAMATION~

**Mount Vernon Baptist Church
Celebrating 150 Years**

WHEREAS, the Mount Vernon Baptist Church, at 240 Church Street, Front Royal, in the Shenandoah Valley, Warren County, Virginia has welcomed the community with open and loving arms for 150 years, from 1865-2015; and



WHEREAS, the mission Mount Vernon Baptist Church is a place of hope, the restoration of faith and love, and a small church in Front Royal dedicated to spreading the Word to the masses; and

WHEREAS, Mount Vernon Baptist Church brings the message through their Pastor Harold L. Brown, Sr., and the many steadfast believers who give tirelessly through their ongoing weekly services and prayer groups; and,

WHEREAS, Mount Vernon Baptist Church will recognize their 150th Anniversary with a Revival Celebration on June 24, 25 & 26, 2015 and Worship Service on Sunday, June 28, 2015;

NOW, THEREFORE, the Mayor and Town Council of the Town of Front Royal, hereby proclaim and congratulate Mount Vernon Baptist Church and their congregation for 150 years of Love and Celebration of the Word.

APPROVED:

Timothy W. Darr
Honorable Mayor

ATTEST:

Jennifer E. Berry, CMC
Clerk of Council

7B



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(B)

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend Town Code Sections 134-22.1 and 134-22.4 to Decrease Rates for Sanitary Sewer Service *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading an Ordinance to amend Town Code Sections 134-22.1(A) “Sanitary Sewer Service Rates and 134-22.4 (A) “Sewer Service Rates – Commercial and Industrial Laundries” to decrease rates for sewer service 6.5%, contingent upon approval of the FY2015-2016 Budget. Rates would be incorporated on bills after July 1, 2015.

Budget/Funding: None

Attachments: Proposed Ordinance Amendment

Meetings: Work Session held April 27, 2015. Public Hearing held May 26, 2015

Staff Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council adopt on its second and final reading an Ordinance to amend Town Code Sections 134-22.1(A) “Sanitary Sewer Service Rates and 134-22.4 (A) “Sewer Service Rates – Commercial and Industrial Laundries” to decrease rates for sewer service 6.5% effective July 1, 2015 and contingent upon approval of the FY2015-2016 Budget.

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

**AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE
SECTIONS 134-22.1 (A) (B), 134-22.4(A), TO REDUCE SANITARY SEWER RATES**

WHEREAS, the Town of Front Royal is reducing sanitary sewer rates and laundry sanitary sewer rates by 6.5%; and,

NOW THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Sections 134-22.1 (A) (B) and 134-22.4 (A), of the Front Royal Town Code is hereby amended and re-enacted as follows:

134-22.1 SANITARY SEWER SERVICE RATES

The monthly base rates for sanitary sewer service usage shall be as follows:

A. Base rate, up to three thousand (3,000) gallons per month: ~~seventeen dollars and thirty cents (\$17.30)~~ **sixteen dollars and seventeen cents (\$16.17)**.

B. All sanitary sewer service usage exceeding three thousand (3,000) gallons per month: ~~fourteen dollars and eighty-eight cents (\$14.88)~~ **thirteen dollars and ninety-one cents (\$13.91)** per month, for each one thousand (1,000) gallons thereafter.

134-22.4 SEWER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES

A. In-Town Laundries: The monthly rates for sewer service usage by licensed commercial or industrial laundries located within the corporate limits of the Town of Front Royal shall be as follows:

1. All sanitary sewer service usage for the first one hundred thousand (100,000) gallons: ~~fifteen dollars and ninety-six cents (\$15.96)~~ **fourteen dollars and ninety-two cents (\$14.92)** per one thousand (1,000) gallons.

2. All sanitary sewer usage from one hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: ~~fourteen dollars and fifty-one cents (\$14.51)~~ **thirteen dollars and fifty-six cents (\$13.56)** per one thousand (1,000) gallons.

3. All sanitary sewer service usage above five hundred thousand (500,000) gallons: ~~thirteen dollars and seventy-eight cents (\$13.78)~~ **twelve dollars and eighty-eight cents (\$12.88)** per thousand (1,000) gallons.

This ordinance shall become effective July 1, 2015.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____, 2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2015 having been advertised in the Northern Virginia Daily on _____, 2015 and _____, 2015.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

7C



Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 7(C)

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – Ordinance to Amend Town Code Chapter 12 “Fees”
(2nd Reading)

Summary: Council is requested to adopt on its second and final reading an Ordinance to amend Town Code Chapter 12 “Fees” as follows:

12-2 “Environmental Service Fees” to modify the fee for Excavation for Sewer Clean Out Installation from \$350 per installation to \$150 per hour and to modify the deposit fee for Temporary Hydrant Meter Deposit for meters greater than 5/8” in size from \$1,500 to \$2,350, effective July 1, 2015.

12-4 “Planning and Zoning Fees” to modify the location for Planning Fees from Section 148-58 to 148-1100, effective upon final adoption of Chapter 148.

12-5 “Police Department Fees” to remove the fee for Accident Reports and identify the Section as “RESERVED” effective July 1, 2015.

Budget/Funding: None

Attachments: Proposed Amendments to Ordinance

Meetings: Work Session held April 27, 2015. Public Hearing held May 26, 2015.

Staff

Recommendation: Approval Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council adopt on its second and final reading an Ordinance to amend Town Code Sections 12-2 “Environmental Service Fees” by increasing the fee for Excavation for Sewer Clean Out Installation from \$350 per installation to \$150 per hour and to increase the deposit fee for Temporary Hydrant Meter Deposit for meters greater than 5/8” in size from \$1,500 to \$2,350; 12-4 “Planning and Zoning Fees” by modifying the location for Planning Fees from Section 148-58 to 148-1100; and 12-5 “Police Department Fees” by removing the fee for Accident Reports and identifying the Section as “RESERVED”. I further move that Council affirm that Town Code Sections 12-2 and 12-5 be effective July 1, 2015 and Town Code Section 12-4 be effective upon final adoption of Chapter 148.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB

**AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE
CHAPTER 12-2; 12-4; and 12-5 PERTAINING TO FEES**

WHEREAS, after Town Staff reviewed various fees in the Town Code, they presented their revision to Town Council during a Work Session held April 27, 2015; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 12 of the Front Royal Town Code is hereby amended and re-enacted as follows:

12-2 ENVIRONMENTAL SERVICES FEES

After hours shut-off calls (water)	\$25.00
Construction Specifications	\$15.00
Excavation for Sewer Clean Out Installation	\$350.00 \$150.00 per hour
Freon Removal (white goods commercial or residential)	\$15.00
Grease Trap Inspection (3 rd and all subsequent)	\$50.00 per inspection
On-Call Refuse Collection	Can be found in §85-3(E) of the Town Code
Recreational Vehicle Septic Tank Dump	\$17.50 each
Right-of-Way Utilization Fee	\$25.00 plus bond and insurance
Septic Tank Waste	\$50.00 per 1,000 gallons
Temporary Hydrant Meter Deposit (agreement for reading of water must be signed)	\$400.00 5/8" and smaller \$1,500 \$2,350 greater than 5/8"
Tires without Rim, not to exceed 16.5 inches	\$1.50 per tire
Tires on Rim, not to exceed 16.5 inches	\$2.50 per tire
Tires over 16.5 inches with or without Rim	\$3.00 per tire
Water Meter Test (2 nd or subsequent test)	\$25.00 each
White Goods Disposal, Commercial	\$15.00 per item plus \$15.00 per Freon item
White Goods Disposal, Residential	No Charge plus \$15.00 per Freon item
Yard Waste Disposal, Commercial, Lg. Truck	\$50.00
Yard Waste Disposal, Commercial, Pickup Tk	\$25.00
Yard Waste Disposal, Residential (Town Decal)	No Charge

12-4 PLANNING AND ZONING FEES

Can be found in §148-58 **1100** and §175-137 of the Front Royal Town Code.

12-5 POLICE DEPARTMENT FEES

Accident Report RESERVED	\$5.00
---------------------------------	--------

**12-2 and 12-5 shall become effective July 1, 2015.
12-4 shall become effective upon final adoption of Chapter 148.**

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____, 2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2015 having been advertised in the Northern Virginia Daily on _____, 2015 and _____, 2015.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

7D



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(D)

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – Ordinance to Amend Town Code 75-44 (C) Pertaining to Machinery and Tools Tax and Mobile Home Tax (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading and Ordinance to Amend Town Code Section 75-44(C) to identify the rate for Machinery and Tools Tax and for tax on Mobile Homes, effective upon passage. The Town Code currently does not identify these taxes specifically.

Budget/Funding: None

Attachments: Proposed Amendment to Ordinance

Meetings: Work Session held April 27, 2015. Public Hearing was held May 26, 2015

Staff Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council to adopt on its second and final reading an Ordinance to Amend Town Code Section 75-44(C) to identify the rate for Machinery and Tools Tax and for tax on Mobile Homes, effective upon passage.

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

**ORDINANCE TO AMEND SECTION 75-44 (C) OF THE FRONT ROYAL TOWN
CODE PERTAINING TO MAILING OF DELINQUENT REAL ESTATE AND
PERSONAL PROPERTY TAXES BY INCLUDING MACHINERY, TOOLS AND
MOBILE HOMES TAX RATE**

WHEREAS, Section 75-44 (C) imposes upon all real property within the limits of the Town of Front Royal, Virginia, a tax; and,

WHEREAS, the Town Code does not specify the tax rates for Machinery and Tools and for Mobile Homes; and,

NOW, THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Section 75-44 (C) of the Front Royal Town Code is hereby amended as follows:

75-44 DELINQUENT TAX LISTS - MAILING OF BILLS; DUE DATES, PENALTY AND INTEREST; IMPOSITION OF THE TAXES AND RATES

C. There is hereby imposed upon all real property within the limits of the Town of Front Royal, Virginia, a tax in the amount of thirteen cents (\$0.13) per one hundred dollars (\$100.00) of assessed valuation, and a tax upon all tangible personal property located within the limits of the Town of Front Royal, Virginia, in the amount of sixty cents (\$0.64) per one hundred dollars (\$100.00) of assessed valuation. **The tax on all personal property shall include all Machinery and Tools. The tax on all real property shall include all mobile homes.** The tax imposed upon real property within the limits of the Town of Front Royal, Virginia, shall be decreased by \$0.02 to \$0.11 per \$100 assessed value, which is reinstatement of the previous Real Estate Tax Rate for Fiscal Year 2013-2014, upon completion of payment of debt service of the new Police Department Headquarters and construction of Leach Run Parkway; and Town Code Section 75-44.C, shall thereupon be amended accordingly to reflect said decrease and reinstatement of such previous reduced Real Estate Tax Rate.

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____, 2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2015 having been advertised in the Northern Virginia Daily on _____, 2015 and _____, 2015.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

7E



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(E)

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – Ordinance to Amend Town Code 75-52 Pertaining to Front Royal Enterprise Zone (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an Ordinance to Amend Town Code Section 75-52 to remove the reference to the Front Royal Enterprise Zone that was deactivated in 2002 by the Commonwealth of Virginia, effective upon passage.

Budget/Funding: None

Attachments: Proposed Ordinance Amendment and Letter from Department of Housing and Community Development

Meetings: Work Session held April 27, 2015. Public Hearing was held May 26, 2015.

Staff Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council adopt on its second and final reading an Ordinance to Amend Town Code Section 75-52 to remove the reference to the Front Royal Enterprise Zone that was deactivated in 2002 by the Commonwealth of Virginia, effective upon passage.

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

**AN ORDINANCE TO AMEND SECTION 75-52 OF THE FRONT ROYAL TOWN
CODE PERTAINING TO ENTERPRISE ZONE BOUNDARIES**

WHEREAS, the reference to the “Front Royal Enterprise Zone” has been deactivated by the Commonwealth of Virginia; and,

WHEREAS, the Economic Development Authority has requested to maintain the language in the Town Code to pursue a new Zone for the Avtex Site; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 75 of the Front Royal Town Code is hereby amended and re-enacted as follows:

75-52 ENTERPRISE ZONE - BOUNDARIES

~~The boundaries of the Front Royal Enterprise Zone are as set forth on the map entitled "Map of the Front Royal Enterprise Zone", which is on file in the office of the Town Manager of the Town of Front Royal, Virginia, the area of which has been declared an enterprise zone by the Governor of the Commonwealth of Virginia for a period of twenty (20) years in accordance with the Virginia Enterprise Zone Act.~~ **The Front Royal Enterprise Zone has been deactivated by the Commonwealth of Virginia.**

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____, 2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2015 having been advertised in the Northern Virginia Daily on _____, 2015 and _____, 2015.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

7E



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(F)

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – Installation of Memorial to Patricia Windrow Klein

Summary: Council has received a request and proposal from Howard Klein and Sue Riner to install a five-sided concrete memorial to honor Patricia Windrow Klein near the sun dial that she designed and is currently located near the caboose beside the Front Royal Visitors Center on East Main Street.

Budget/Funding: None

Attachments: Drawing of Plinth and Proposal

Meetings: Work Session held June 1, 2015

Staff

Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the installation and proposal of a concrete memorial in honor of Patricia Windrow Klein near the sun dial that she designed located near the Front Royal Visitors Center on East Main Street.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB

Proposal Request to the Front Royal Town Council:
Memorial Plinth Honoring Patricia Windrow

Page 1 of 2

- Proposal: To erect a stone cast plinth near the Centennial Sundial to honor Patricia Windrow
- Description: The stone cast plinth will have five sides. Total height 5' 4". Height above grade 3' 4". The 2' base, below grade. Weight, 750 – 800 pounds. Six metal plaques with color reproductions of paintings by Patricia Windrow, a color photograph of the artist and a brief biographical text, will be affixed to the top and sides of the plinth. (See engineer's drawings and computer-generated video projection.)
- Design: The plinth was designed by Dan Hotek of Engineering Techniques, Inc., 300 Sky Meadow Lane, Front Royal, Va., 22630
- Fabrication: The plinth will be made by David Foresman of VIRGINIA CAST STONE, INC, 1720 Harding Avenue, Waynesboro, Virginia 22980.
- Installation: By qualified masons to be selected, either Dale Polk of Strasburg or Nelson Patton of Edinburg.
- Budget: All costs of the memorial will be born by the friends and family of Patricia Windrow.

Why a memorial?

Patricia Windrow (1921-2013) was a civic-minded artist who lived and worked in Front Royal for over 20 years.

She renovated in 1991 a derelict building on Main Street (401 East Main), creating two apartments and a professional art gallery where she conducted her business. She renovated the old Corron Barn on High Street as well, converting it into income producing units. Other buildings renovated by her included her home at 222 Blue Ridge Avenue (built before 1905), and a house at 123 Virginia Avenue (pre-1890), which had been slated for razing, a house on 11th Street, as well as other buildings. In each case, her work restored valuable structures to commercial and public use.

Her work as an artist has been recognized locally as well as nationally. Her professional life spanned acting in films in France and in the United States, theater, radio, television and, most prominently, as an oil painter. She is listed in *Who's Who in American Art* and *The Dictionary of Achievement*. Her paintings are in the collections the Minnesota Museum of Art, West Publishing's *Art and the Law*, The Parrish Museum in Southampton, N.Y., and the Catherine Lorillard Wolff Arts Club of New York. Numerous private collectors, such as Robert Redford, Vladimir Horowitz, John Cage, and R. Philip Hanes, also acquired her work. She had exhibitions in galleries in New York, Washington, D.C. and Palm Beach. She also developed and hosted a weekly educational television program in Long Island, NY, called, "*The Cable Easel*," that ran for 12 years. A pioneering series of television art instruction, it was recognized in 1988 by a *Cable Ace Award*.

She executed many commissions for portraits as well as for murals in Front Royal establishments. These include the Visitors Center, the local high school as well as restaurants including the Main Street Mill. These were devoted to subjects from local history. The Shenandoah National Park commissioned her to develop a line of post cards depicting scenes such as the lawn at Dickey Ridge overlooking the Shenandoah River and Valley.

An example of her interest in documenting and preserving the beauty and history of Front Royal can be seen in her 1996 book, *Images of Front Royal, Virginia*, which she called "a history book to color." Containing more than 50 line drawings of historic houses, churches, public buildings and sites in and around town, it encapsulates Front Royal's history and what it looked like in the late 20th Century. The book, which includes a map for a walking tour of downtown, has been used by visitors as well as by local teachers. It was a unique effort then and remains, in its 2013 reprinting, a useful cultural asset for Front Royal.

Proposal Request to the Front Royal Town Council:
Memorial Plinth Honoring Patricia Windrow
Page 2 of 2

She was also keenly interested in and involved in civic matters, and served on various committees that oversaw and advised on historic preservation and economic matters.

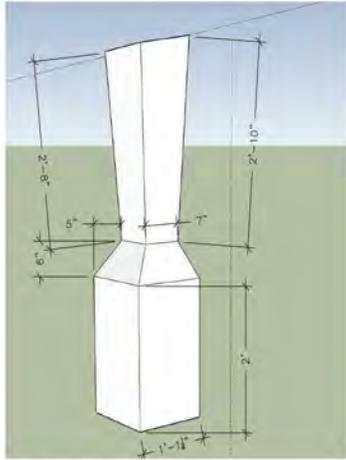
Recognition of her efforts came in the form of awards. In 1998 the Front Royal-Warren County Chamber of Commerce and the Front Royal Women's Resource Center honored her with a special award: "In recognition of your Outstanding Professional and Artistic Contributions to the community."

To celebrate the year 2000, she conceived and spearheaded the Centennial Sundial Project, designing and supervising the creation of the metal gnomon (the pointer) and its site, the large circle paved with stones from the Shenandoah River. The largest sundial in Virginia, it depicts canoeing on the Shenandoah and is located near the Gazebo.

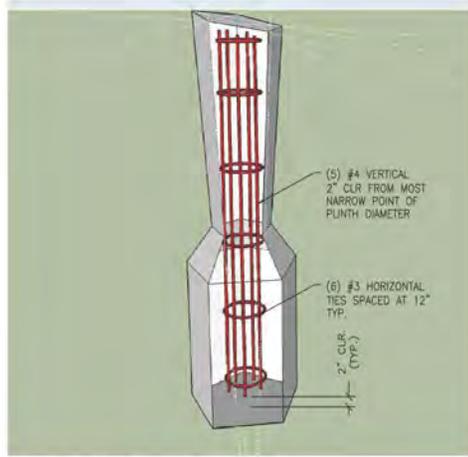
The Warren Heritage Society in 2007 presented its Award "for excellence in renovation" of 123 Virginia Avenue, and "for contributing to the beautification of the neighborhood."

Patricia Windrow made many friends among the Town's civic and business leaders and was highly regarded for her friendliness, her artistry and her energy. In 2013, to commemorate her death, a special proclamation signed by Mayor Timothy W. Darr and Clerk of Council Jennifer Berry, declaring September 12, "Patricia Windrow Day."

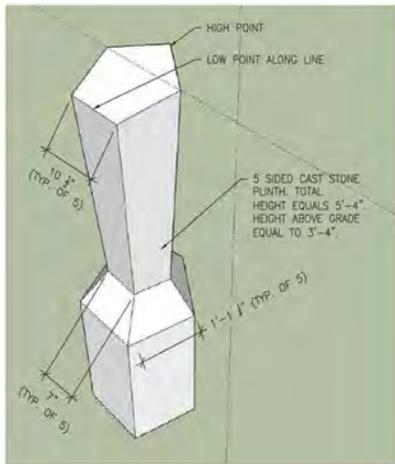
A committee was formed in 2014 to explore ways to commemorate her life and work. Its work led to this proposal. The members include Sue Riner Biggs, Anne Arena, Scott Shutt, Pablo Gutierrez, Shawn Patterson, Victor Failmezger and Howard Klein.



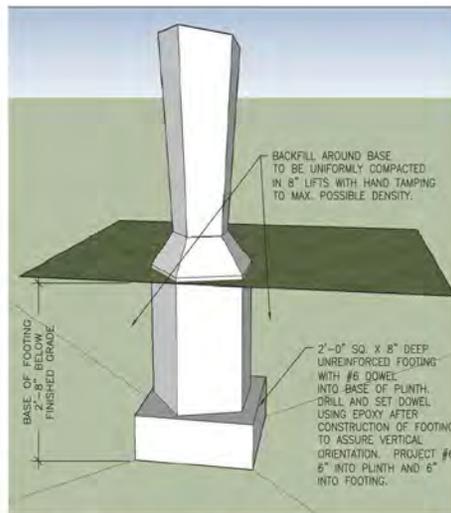
1 PLINTH ELEVATION
SCALE 1"=1'-0"



3 PLINTH REINFORCING DETAIL
SCALE 1"=1'-0"



2 PLINTH PERSPECTIVE
SCALE 1"=1'-0"



4 PLINTH FOOTING DETAIL
SCALE 1"=1'-0"



5 MEMORIAL ON TOP OF PLINTH
N.T.S.



6 PLINTH AS INSTALLED
SCALE 1"=1'-0"

GENERAL NOTES:

- CODE**
- ALL CONSTRUCTION SHALL COMPLY W/ 2012 VUSBC.
- DESIGN**
- LOADS:**
- WIND LOADS: 90MPH (3 SECOND GUST) WIND SPEED, EXPOSURE C

- FOUNDATION:**
- FOOTING DESIGN IS BASED UPON MINIMUM SOIL SUBGRADE BEARING CAPACITY OF 1500 PSF.
 - ALL FOOTING CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF $f'_c = 3,000$ PSI OR GREATER AND A MAXIMUM SLUMP OF 6".
 - ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 AND SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI
 - ALL REINFORCING STEEL SHALL BE PLACED AS SHOWN IN THE DRAWINGS AND AS A MINIMUM, 2" CLEAR FROM FORMS AND 3" CLEAR FROM EARTH.

- CAST-STONE**
- ALL CAST STONE SHALL BE IN COMPLIANCE WITH THE CAST STONE INSTITUTE Standard Specifications for Architectural Cast Stone Section 04-72-00 (2013).
 - ALL CAST STONE SHALL HAVE MINIMUM COMPRESSIVE STRENGTH OF 6,500PSI AT 28 DAYS.
 - PLINTH TO BE SUPPLIED WITH TOP LIFTING DEVICE CAPABLE OF SUPPORTING 2,000LB WITH SF OF 3.

- CONSTRUCTION**
- ENGINEER SHALL BE NOTIFIED OF ANY CHANGED CONDITIONS.
 - CONTRACTOR TO VERIFY ALL DIMENSIONS.

Copyright by Engineering Techniques, Inc. All rights reserved.

STATUS: FOR PERMIT	In the beginning God created the heavens and the earth. Genesis 1:1		PROJECT NAME	PATRICIA WINDROW KLEIN MEMORIAL	DATE	10/1/2014
	 ..making the most of His creation! Dan J. Hotek, P.E. President/Structural Engineer		LOCATION	WARREN COUNTY, VIRGINIA	CONTRACT NO.	ET14-188
	300 SKY MEADOW LANE Front Royal, VA 22630 ph: (540) 635-1521 fax: (540) 635-2321 danhotek@engtechniques.com		OWNER	TOWN OF FRONT ROYAL	SCALE	AS NOTED
			DRAWING COVERS	MEMORIAL DIMENSIONS AND DESIGN	DRAWING NO.	1 OF 1

7G



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(G)

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – Memorandum of Understanding for Recreational Facilities at Catlett Mountain Landfill Site

Summary: Council is requested to consider approval of a Memorandum of Understanding (MOU) with the County of Warren for the development and operation of public recreational facilities at the Catlett Mountain Landfill Site as presented.

Budget/Funding: None

Attachments: Memorandum of Understanding

Meetings: Work Session held June 1, 2015

Staff Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Memorandum of Understanding (MOU) with the County of Warren for the development and operation of public recreational facilities at the Catlett Mountain Landfill Site as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

**MEMORANDUM OF UNDERSTANDING FOR THE
DEVELOPMENT AND OPERATION OF PUBLIC RECREATIONAL
FACILITIES AT THE CATLETT MOUNTAIN LANDFILL SITE**

THIS **MEMORANDUM OF UNDERSTANDING**, made and entered into this ___ day of _____, 2015, by and between the **County of Warren**, a political subdivision of the Commonwealth of Virginia (hereinafter, the “County”), and the **TOWN OF FRONT ROYAL**, a Virginia municipal corporation (hereinafter the “Town”).

WHEREAS, the County and the Town are joint owners of a parcel of real property containing approximately 13.4479 acres and designated as Warren County Tax Map and Parcel # 19-90A (hereinafter “the Property”), which has access to Catlett Mountain Road (State Route # 677) via a private access easement; and

WHEREAS, the Property has historically been used as an unregulated landfill or dump, which has been closed to the dumping and depositing of refuse since 1975, and which has recently been covered and capped with improvements including the removal of some metal goods and other refuse materials at or near the surface of the Property, and including the installation of stormwater containment and transmission facilities to decrease the flow of stormwater, surface water and groundwater over, under, across and through the Property; and

WHEREAS, it has become the desire of the County to improve and redevelop portions of the Property as a neighborhood park to be known as the Catlett Mountain Park, including, but not limited to, recreational opportunities such as a grass athletic practice field, a playground shelter, aggregate walking paths, an aggregate parking lot, unpaved (dirt) hiking trails, and a mountain biking skills course, all to be fenced and gated for off-hours access control, with minimal interaction with the landfill cap areas, with management of increased stormwater runoff and limitation of erosion; and

WHEREAS, to that end, the parties desire to set out in this **MEMORANDUM OF UNDERSTANDING** the rights, responsibilities, understandings, and duties of the parties in achieving those goals while minimizing the potential liability of either party as owners of the Property;

NOW, THEREFORE, WITNESSETH, that for and in consideration of the premises and the mutual covenants contained herein, and to the extent permitted by the Constitution and Code of Virginia, the County and Town agree as follows:

1. The County, at its sole costs, may grade, construct, develop, operate and maintain on the Property those features and facilities shown on a Concept Narrative and Plan prepared by LPDA, titled "Catlett Mountain Concept Plan" dated February 5, 2015 (hereinafter "the Concept Plan"), a copy of which is attached hereto and made a part hereof.
2. As noted on the Concept Plan, wherever possible, the County will ensure that existing vegetation will remain and permeable paving will be used; new vegetation will be planted to mitigate loss of existing trees and understory plants; hiking trails will be built with sustainability in mind using best practices to limit soil loss and erosion; grading will be limited and will trend toward fill rather than cut, particularly in or near cap areas; and where new work overlaps existing cap areas, test pits will be dug prior to land disturbance to determine the depth of the cap and the feasibility of the proposed work.
3. To the extent authorized under the Constitution and laws of the Commonwealth of Virginia, the County will indemnify the Town and assume full liability of all issues and claims that arise from the development and use of the Property for recreational uses.
4. The County will fund and construct all repairs to the Property that arise to the open access of the Property for recreational use.
5. The County will provide the Town with quarterly reports of use and maintenance activities.
6. The County will provide full access to the Property during operational hours for the Town staff to inspect the Property.
7. The County will limit the development of the Property to that which is identified in the Concept Plan, and that no development beyond that identified will be pursued without advance written authorization from the Town, which authorization will not be unreasonably delayed or denied.
8. The County will be the owner of all improvements and facilities constructed on the Property by the County and/or its agents, employees and/or contractors.
9. The Property will be operated under the staff and policies of the County's Department of Parks and Recreation.
10. The County and the Town will cooperate to do all things necessary or appropriate for the ends of this Memorandum of Understanding to be accomplished.

11. The terms of this Memorandum of Understanding are contingent upon the County and the Town each formally ratifying the execution of this Memorandum of Understanding at public meetings of the County Board of Supervisors and the Town Council, respectively.

WITNESS the following signatures:

For the County of Warren, Virginia:

For the Town of Front Royal, Virginia:

Richard H. Traczyk, Chairman
of the Board of Supervisors

Timothy W. Darr, Mayor

Attest:

Attest:

Douglas P. Stanley
County Administrator

Steven M. Burke
Town Manager

Approved as to form:

Approved as to form:

Blair D. Mitchell
County Attorney

Douglas W. Napier
Town Attorney

7H

THIS LEASE EXTENSION made and entered into this ___ day of June, 2015, for a term as set forth herein, effective the 1st day of July, 2017, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, hereinafter referred to as the “Town”, and **SOLID GOLD, INC.** a Virginia Corporation, hereinafter called the “Lessee”.

WHEREAS, the Town and Lessee entered into a lease dated September 23, 2002, for a term beginning July 1, 2002, and ending June 30, 2017, for a portion of the right-of-way of 15th Street consisting of 675 square feet, more or less, as shown on the cross-hatched area designated as the “Lease Area” on the plat titled ‘**PLAT, HOMER C. LEHEW PROPERTY, FIFTEENTH STREET, FRONT ROYAL, VA.**’, dated December 31, 1956, made by S. M. Boyd, Jr. C.L.S., and revised June 13th, 2002, which said Lease Area was occasioned by a portion of the existing building addition of Solid Gold property, currently known as the Cool Harbor Motel, which encroaches upon the dedicated public right of way of 15th Street approximately 220-260 feet east of its intersection with North Shenandoah Avenue in the Town of Front Royal, Warren County, Virginia (herein after referred to as the “Lease Area”); and

WHEREAS, the Town is willing to authorize said encroachment upon said Lease Area in said public way for so long as said building so encroaches and subject to all applicable terms and conditions of the Charter of the Town of Front Royal, Virginia, and the following terms and conditions:

WITNESSETH: For and consideration of the mutual agreements herein contained, and in further consideration of the sum of THREE HUNDRED DOLLARS (\$300.00) per

year paid by the Lessee to the Town during the term of this Lease, the parties hereto do mutually consent and agree as follows:

1. Town hereby leases and demises unto the Lessee the Lease Area.
2. The term of this lease is for a period of five (5) years, beginning July 1, 2017, and ending June 30, 2022.
3. The rent under this lease is payable in advance to the Town on or before the first (1st) day July, 2017, in an annual rental payment of Three Hundred Dollars (\$300.00), and on or before the same day of each year thereafter during the term of this Lease and any extensions hereunder.
4. All utilities pertaining to the Leased Area shall be maintained in Lessee's name and shall be the responsibility of the Lessee to pay.
5. During the term of this Lease and any extension hereunder, the Town, its agents, officers, invitees, and employees shall not be responsible for loss or injury to persons or property occurring on or in connection with use of the Lease Area and Lessee shall hold Lessor, its agents, officers, invitees, and employees harmless from any liability or claims occurring on or in connection with use of the Lease Area.
6. Lessee shall use and maintain the Lease Area as limited to a motel room(s) and storage of a portion of an encroaching addition and apartment attached to and a part of the existing Cool Harbor Motel premises. Lessee shall keep and maintain in good repair the interior and exterior of Lessee's premises at Lessee's expense. Lessee shall not permit any unlawful activity to be conducted on the Lease Area or store any hazardous or other substance that would affect the insurability of the Lease Area or that would violate any local, state, or local law or regulation concerning use of the Lease Area.

7. Acceptance of the Lease Area by Lessee shall be construed as recognition that the Lease Area is accepted by the Lessee "As Is". Lessee shall remove all items of personal property at the expiration of this Lease. Lessee shall not cause any additions, improvements, or alterations to the Lease Area, except repairs and maintenance to the existing Cool Harbor Motel premises, without the prior written permission of the Lessor. Any permitted additions or alterations shall be performed at the sole expense of Lessee by reputable workmen and contractors approved in advance by the Town. The Town shall have no obligation to make any repairs, maintenance, or improvements to the Lease Area.

8. Nothing herein is intended nor shall be construed as preventing the Town from exercising its powers of eminent domain as otherwise permitted by law. Lessee acknowledges that, absent the authorization granted herein, the Town could require the removal of the encroachment into the Lease Area at Lessee's sole expense.

9. Lessee may assign and transfer this Lease to successors or assigns of Lessees who may purchase or lease the Cool Harbor motel as a motel.

10. In the event that the Lessee, its successors or assigns, remove and dismantle the addition or apartment now existing on the leased premises and not replace the same within six (6) months, this Lease shall terminate and the rights and responsibilities of the Lessee in the Lease Area shall be extinguished.

11. The interpretation of the provisions of this Lease shall be in accordance with the laws of the State of Virginia.

12. Modification of the terms and conditions of this Lease shall not be permitted, unless agreed to in writing and executed with the same formality as this Lease.

13. This Lease and the terms thereof shall be binding upon the successors, assigns, and heirs of the parties hereto.

IN WITNESS WHEREOF the parties have executed this lease the day and year first above written.

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Hon. Timothy W. Darr, Mayor

ATTEST:

**Jennifer E. Berry,
Clerk of Town Council**

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

SOLID GOLD, INC., a Virginia Corporation

By: _____
Julie Wang, President

LEASE OF PUBLIC PROPERTY

THIS LEASE OF PUBLIC PROPERTY, is made and entered into this 23 day of September, 2002, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a Municipal Corporation, hereinafter referred to as the "Town", and **SOLID GOLD, INC.**, a Virginia Corporation, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, a portion of the existing building addition of Solid Gold encroaches upon the dedicated right-of-way of 15th Street, approximately 220-260 feet East of its intersection with North Shenandoah Avenue in the Town of Front Royal, Warren County, Virginia; and,

WHEREAS, the Town of Front Royal, Virginia, is willing to authorize the said encroachment upon the public way described for so long as said existing building encroaches and **SUBJECT** to the following terms and conditions.

NOW, THEREFORE, that for and in consideration of the sum of **THREE HUNDRED AND 00/100 (\$300.00) per annum** paid by the Lessee to the Town of Front Royal, the parties do hereby agree as follows:

1. **PREMISES** - The Town agrees to lease to the Lessee a portion of the right-of-way of 15th Street consisting of approximately

675 square feet as shown as the cross-hatched area designated as "Lease Area", as shown on a plat entitled, "**PLAT, HOMER C. LEHEW PROPERTY, FIFTEENTH STREET, FRONT ROYAL, VA.**", dated December 31, 1956, made by S. M. Boyd, Jr., C.L.S., and revised June 13th, 2002.

2. TERM OF LEASE - The term of the Lease is for a period of **FIFTEEN (15) years**, commencing on the **1st day of July, 2002**, and ending on the **30th day of June, 2017**.

3. PAYMENT OF RENT - Lessee shall pay to the Town of Front Royal an annual rental payment of \$300.00. The rental payment shall be paid in advance beginning on the **1st day of July, 2002**, and on an annual basis thereafter for the term of this Lease and any extensions hereunder.

4. UTILITIES - The Lessee shall be responsible for all utility expenses which may be used by him at the premises.

5. HOLD HARMLESS - The Lessee hereby agrees to hold the Town harmless from any liability pertaining to his use and/or occupancy of the premises in question.

6. USE OF PREMISES - The use of the premises shall be limited to the use as motel room(s) and storage of a portion of an encroaching addition and apartment attached to and a part of the **COOL HARBOR MOTEL** premises. The Lessee shall not permit or allow any dangerous practice or hazardous condition to occur on the

premises, shall not violate any State, Federal, or local law concerning the use of the premises, or permit any illegal activity to occur thereon. The Lessee shall not create or allow any nuisance to be or remain upon the premise. The Lessee shall not commit, permit, or suffer any waste of the 15th Street right-of-way during the term of this Lease.

7. **ALTERATIONS OR IMPROVEMENTS** - Repairs and maintenance of the existing structure is permitted. All other alterations, additions, or improvements to the premises shall not be permitted without the written consent of the Town. Any permitted alterations, additions, or improvements shall be performed at the sole expense of the Lessee by reputable workmen and contractors approved by the Town.

8. **MAINTENANCE** - The Lessee shall keep the premises mowed and/or cultivated, and shall maintain the premises in a proper condition. The Lessee shall surrender the premises to the Town at the conclusion of the Lease in the same condition and repair as existed at the commencement of the Lease. The Lessee accepts the property "as is". It is specifically understood that the Town has no obligation to the Lessee to make any repairs, improvements, or replacements whatsoever to the premises during the period of the Lease. The Town does not warrant or guarantee as to the suitability of the site for gardening purposes.

9. TERMINATION - This Lease may be terminated by either party for any lawful reason **six (6) months** from the date of mailing a written notice of termination to the other party. For the purposes of this Lease, all notices shall be made in writing and shall be delivered by first class mail to the parties at the addresses stated herein, to-wit:

**TOWN OF FRONT ROYAL
c/o Front Royal Town Manager
16 North Royal Avenue
P. O. Box 1560
Front Royal, Virginia 22630
540-635-8007**

**SOLID GOLD, INC.
c/o Julie Wang
Cool Harbor Motel
141 West 15th Street
Front Royal, Virginia 22630
540-635-2191**

10. EMINENT DOMAIN - Nothing herein is intended to be construed as preventing the Town from exercising its powers of eminent domain as otherwise permitted by law. The Lessee acknowledges that, absent the authorization granted herein, the Town would require the removal of the encroachment at the Lessee's sole expense.

11. SUCCESSORS - This Lease of Public Lands and the terms thereof shall be binding upon the successors, assigns, and heirs of the parties.

12. ASSIGNABILITY - The Lessee shall have the right to assign and transfer the rights and responsibilities contained herein to

any successors or assigns who purchase or lease the Cool Harbor Motel as a motel.

13. TERMINATION BY REMOVAL - In the event that the Lessee, its successors or assigns, remove and dismantle the addition or apartment now existing on the leased premises and not replace the same within **six (6) months** this Lease Agreement shall terminate and the rights and responsibilities of the Lessee in the leased premises shall be extinguished.

14. INTERPRETATION - The interpretation of the provisions of this Lease Agreement shall be in accordance with the laws of the State of Virginia.

15. MODIFICATION - Modification of the terms and conditions of this Lease Agreement shall not be permitted, unless agreed to in writing and executed with the same formality as this Agreement.

GIVEN under our hands this 23 day of September, 2002.

**TOWN OF FRONT ROYAL,
VIRGINIA**

BY: Robert L. Tennett, Jr.
**Hon. Robert L. Tennett, Jr.,
Mayor**

ATTESTED:

Rhonda S. North
RHONDA S. NORTH, C.M.C./A.A.E., TOWN CLERK

SOLID GOLD, INC., a Virginia Corporation

BY: *Julie Wang*
Julie Wang, President

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

I, Tim L. Presley, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that **ROBERT L. TENNETT, JR.**, Mayor, and **RHONDA S. NORTH**, Town Clerk, whose names are signed on behalf of the **TOWN OF FRONT ROYAL, VIRGINIA**, to the foregoing Lease of Public Property Agreement bearing the date of the 23 day of September, 2002, have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 23 day of September, 2002.

My commission expires on the 31 day of July, 2006.

Tim L. Presley
NOTARY PUBLIC

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

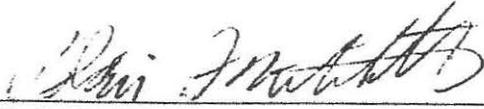
I, Jean Frisloe Williams, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Julie Wang, whose name is signed as President of Solid Gold, Inc., a Virginia Corporation, to the foregoing Lease of Public Property Agreement bearing the date of the 23rd day of September, 2002, has this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 30 day of October, 2002.

My commission expires on the 31st day of March, 2004.

Jean Frisloe Williams
NOTARY PUBLIC

APPROVED AS TO FORM:



Blair D. Mitchell, Town Attorney

Date: 10/30/02

TOWN OF FRONT ROYAL
 P O BOX 1560
 15 N ROYAL AVE
 FRONT ROYAL, VA 22630

PHONE: 540-635-7799x
 FAX: 540-635-2298x

Cust No: 0000000345

SOLID GOLD, INC COOL HARBOR MOTEL
 WANG, JULIE
 141 W 15TH ST
 FRONT ROYAL, VA 22630

INVOICE: RENT000104 Page 1
 Date: Jun 01, 2014 of 1
 Service: RENTAL OF TOWN PROPERTY

Total Invoice: 300.00
 Payments/Adjustments: 0.00
 Total Due: 300.00

Due Date: Jun 30, 2014

Service Address:

SOLID GOLD, INC COOL HARBOR MOTEL
 WANG, JULIE
 141 W 15TH ST
 FRONT ROYAL, VA 22630

Description	Qty	Unit Price	Total Price	Tax
-------------	-----	------------	-------------	-----

THE TOWN AGREES TO LEASE TO THE
 LESSEE A PORTION OF THE RIGHT-
 OF-WAY OF 15TH STREET CONSISTING
 OF APPROX 675 SQUARE FEET

YEARLY INSTALLMENT #13 15 YR LEASE AGREEMENT	1.00	300.00	300.00	N
---	------	--------	--------	---

Total Charges:	300.00	Payments:	0.00
Total Tax:	0.00	Adjustments:	0.00
Total Invoice:	300.00	Total Due:	300.00

SOLID GOLD CORPORATION
 t/a COOL HARBOR MOTEL
 141 WEST 15TH STREET
 FRONT ROYAL, VIRGINIA 22630
 PHONE (540) 635-2191

EZShield™ Check Fraud
 Protection for Business

16167

PAY Three Hundred ONLY DOLLARS

CHECK AMOUNT Security Features Included. Details on Back.

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NO.	CHECK AMOUNT
6-10-14	Town of Front Royal	INV# Rent 000104 Cust # 000000345	16167	\$ 300.00

BB&T
 BRANCH BANKING AND TRUST COMPANY
 VIRGINIA

⑈00016167⑈

McBee® One-Writes

April 16, 2015

Douglas W. Napier
Town Attorney

Department of Legal Services
P.O Box 1560
Front Royal, Virginia 22630
540-635-7872
540-635-4281 (fax)

Dear Mr. Napier:

My name is Julie Wang, and as you probably know, I have been the owner of Cool Harbor Motel, located at 141 West 15th Street, Front Royal, VA, for the last 29 years. I am contacting you in reference to the 15 year lease of public property agreement that Cool Harbor Motel currently has with the Town of Front Royal. I would like to renew that lease for another 5 year term. The reason why I am making this request prior to the end of our current lease agreement year of 2017 is because there is high likelihood that I will be traveling out of the country during that time, and I do not want to miss our renewal date. Please reference current lease agreement Cust No: 0000000345.

Please let me know how best to proceed.

Thank you,

A handwritten signature in black ink, appearing to read 'Julie Wang', with a stylized, cursive flourish extending to the right.

Julie Wang
Cool Harbor Motel
141 West 15th Street
Front Royal, Virginia 22630
540-551-2589

8



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 8

Meeting Date: June 8, 2015

Agenda Item: PUBLIC HEARING – An Ordinance to Amend Town Code Section 158-6 Pertaining to Adoption by Reference of the State Motor Vehicular Laws
(1st Reading)

Summary: Council is requested to affirm on its first reading an Ordinance to amend Section 158-6 of the Front Royal Town Code pertaining to Adoption by Reference of the State Motor Vehicular Laws. Annually, Towns must readopt this section of the Town Code that legally allow the Town to incorporate all the changes to the State Code traffic laws that have been made during the year.

Budget/Funding: None

Attachments: Proposed Ordinance

Meetings: Work Session held May 4, 2015

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an Ordinance to amend Section 158-6 of the Front Royal Town Code pertaining to Adoption by Reference of the State Motor Vehicular Laws, as presented.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

**AN ORDINANCE TO AMEND SECTION
158-6 OF THE FRONT ROYAL TOWN CODE
PERTAINING TO ADOPTION BY REFERENCE
OF THE STATE MOTOR VEHICULAR LAWS**

BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia, that Section 158-6 of the Front Royal Town Code is hereby amended and enacted as follows:

Pursuant to the authority of Section 46.2-1313, Code of Virginia, 1950, as amended, all of the provisions and requirements of the laws of the State as of July 1, 2015, contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended, except those provisions and requirements the violation of which constitutes a felony and except those provisions and requirements which, by their very nature, can have no application to or within the Town, are adopted and incorporated by reference and made applicable within the Town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the highways and other public ways within the Town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made part of this chapter as fully as those set forth at length herein; and it shall be unlawful for any person within the Town to violate or fail, neglect or refuse to comply with any provision of Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, which is adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement adopted exceed the penalty imposed for a similar offense under Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia.

For purposes of § 4-4 (E) of the Town Code, this Ordinance is deemed routine, and is effective on **July 1, 2015**.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____, 2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2015 having been advertised in the Northern Virginia Daily on _____, 2015 and _____, 2015. The Ordinance was enacted at the Regular Meeting of the Town Council held _____, 2015.

Approved as to form and legality: _____

Douglas W. Napier, Town Attorney

Date: ____/____/____

9



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 9

Meeting Date: June 8, 2015

-
- Agenda Item:** PUBLIC HEARING – Ordinance Amendment to Chapter 156 “Urban Forestry”
(1st Reading)
- Summary:** Council is requested to affirm on its first reading an Ordinance Amendment to Town Code Chapter 156 “Urban Forestry” also referred to as the “Tree Ordinance”. Changes are being proposed primarily in association with changes to Chapter 148 and 175. This amendment would be contingent upon final adoption of Chapters 148 and 175.
- Budget/Funding:** None
- Attachments:** Proposed Ordinance
- Meetings:** Work Session held May 4, 2015
- Staff Recommendation:** Approval Denial
- Proposed Motion:** I move that Council affirm on its first reading an Ordinance Amendment to Town Code Chapter 156 “Urban Forestry”, as presented and contingent upon final adoption of Chapters 148 and 175.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

**AN ORDINANCE TO AMEND AND RE-ENACT FRONT ROYAL TOWN CODE
CHAPTER 156, URBAN FORESTRY**

WHEREAS, Chapter 156 of the Town Code is referred to generally as the “Tree Ordinance” pertaining to landscaping standards and requirements on public and private property within the town and the organization of the Urban Forestry Advisory Commission (UFAC); and,

WHEREAS, changes are being proposed in association with changes to Chapter 148 and 175; and,

NOW THEREFORE, BE IT ENACTED by the Town Council of the Town of Front Royal, Virginia that Chapter 156 of the Town of Front Royal Municipal Code is hereby amended and re-enacted as follows:

**Chapter 156
Urban Forestry**

Section 156-1 PURPOSE AND INTENT OF THIS CHAPTER.

- A. ~~It is the purpose of this Chapter to promote and protect the public health, safety, and general welfare by providing for the regulation of the planting, maintenance, preservation and removal of trees and shrubs, on public property within the Town of Front Royal.~~
- B. ~~The purpose of this Chapter is to further promote the following:~~
- ~~1. The planting, maintenance, restoration, and survival of desirable trees and shrubs within the Town.~~
 - ~~2. The protection of community residents and visitors from personal injury and property damage, and the protection of the Town from property damage, caused or threatened by the improper planting, maintenance, or removal of trees and shrubs, located on public property.~~
 - ~~3. The reduction of erosion and sedimentation.~~
 - ~~4. The reduction of storm water run-off and its associated costs.~~
 - ~~5. The protection and enhancement of property values and aesthetic qualities in the Town.~~
 - ~~6. The protection and enhancement of the overall environment of the Town.~~
 - ~~7. The provision of sound attenuation where appropriate.~~
 - ~~8. The enhancement of the quality of life of the Town and its citizens.~~
 - ~~9. To facilitate the long-range planning of tree care in Front Royal.~~

It is the intent and purpose of this Chapter to promote and protect the public health, safety, and general welfare by providing for the regulation of the planting, maintenance, preservation, and removal of trees within the Town of Front Royal on both public property and private property during land-disturbing activities. The purpose of this Chapter is to further promote the following:

- 1. Provide for the preservation and planting of trees in the development process to create a specified tree canopy cover pursuant to the authority granted in Section 15.2-961 of the Code of Virginia, 1950, as amended and set forth herein.*
- 2. The planting, maintenance, and preservation of desirable trees to increase the tree canopy cover in the Town of Front Royal. A goal of this Chapter is to increase tree canopy cover from 41% (2008) to 46% by 2030.*

3. *The protection of residents living in the community and visitors from personal injury and property damage, and the protection of the Town from property damage, caused or threatened by the improper planting, maintenance, or removal of trees located on public property and private property proposed for land disturbance after adoption of this ordinance.*
4. *The reduction of erosion, sedimentation, stormwater run-off, and associated costs.*
5. *The protection and enhancement of property values, unique or significant landscapes, and aesthetic qualities in the Town for the enhancement of the overall environment and the quality of life.*
6. *The economic benefits of reduced energy use and wind resistance, which results from strategically planted trees shading homes, schools and businesses.*
7. *The environmental and social benefits related to the ability of trees and other vegetation to mitigate sound and light pollution, and reduce sunlight and heat loss.*
8. *Improved air quality through the use of trees which filter the air by removing dust and other particulates. Trees also absorb carbon dioxide from the air and other air pollutants, such as ozone, carbon monoxide, and sulfur dioxide, and provide oxygen.*
9. *The filtering of water, reducing nutrients, stabilizing and recharging the groundwater, slowing velocity of overland sheet flow, and uptaking floodwaters through root systems.*
10. *The improvement of traffic safety by controlling sightlines and calming traffic.*
11. *The provision of areas for wildlife habitat.*

Section 156-2 SEVERABILITY.

Should any part or provision of this Chapter be declared invalid by any Court, the same shall not affect the validity of the Chapter as a whole or any part thereof other than the part held to be invalid.

Section 156-2 3 URBAN FORESTRY ADVISORY COMMISSION (UFAC).

- A. ~~To develop, implement and maintain an urban forestry management program.~~
- B. ~~To develop standards and guidelines for planting, maintenance, preservation and replacement of public trees.~~
- C. ~~To promote education of the general public on proper tree care practices.~~
- D. ~~To support the efforts of other groups interested in urban forestry in Front Royal, such as Master Gardeners, Beautification of Front Royal Committee and the Front Royal/Warren County Tree Stewards.~~
- E. ~~To advise the Town Manager, Town Council and appropriate Boards and Commissions on matters pertaining to municipal plantings, and the designation of historic or landmark trees.~~

- A. **Duties of UFAC.** An Urban Forestry Advisory Commission shall be established to perform the following duties:
 1. *To develop and monitor a Tree Canopy Cover Plan.*
 2. *To develop, implement, and maintain an urban forestry management program and adopt an Urban Forestry Management Plan.*
 3. *To develop, implement and maintain a program that recognizes trees of significance for heritage, memorial or specimen designation.*

4. *To develop standards and guidelines for planting, maintenance, preservation, and replacement of trees on public property and any land disturbing activities on private property.*
5. *To promote education of the general public, Town Officials, and Town Employees regarding proper tree-care and planting practices.*
6. *To support the efforts of other groups interested in urban forestry in Front Royal, such as Master Gardeners, Beautification of Front Royal Committee and the Front Royal / Warren County Tree Stewards.*
7. *To provide expert advice regarding urban forestry, as needed, to the Town Manager, Town Council, Director of Planning & Zoning, Director of Public Works, Town Engineer, Planning Commission, and other Boards or Commissions of the Town.*
8. *To provide guidance regarding appropriate tree species for specific landscaping projects, including education regarding non-native invasive vegetation.*
9. *Review plantings, maintenance, and removal of trees and other vegetation on Town-owned public property, landscaping easements and rights-of-way.*
10. *Review and make recommendations to the Director of Planning & Zoning regarding landscape plans related to subdivisions and/or developments. Except where authorized by the applicant, any subdivision or development application may not be delayed or denied solely because of a delay or lack of review by the UFAC.*

B. Establishment of UFAC.

1. **Composition & Appointment.**
 - a. *The Urban Forestry Advisory Commission shall be made up of five (5) members, each member being a citizen of Warren County. In addition, the Virginia Department of Forestry's Chief Forest Warden for Warren County shall serve as a standing committee member.*
 - b. *The members shall be appointed by the Town Council.*
2. **Qualifications.**

The Urban Forestry Advisory Commission shall be made up of citizens with skills and an expressed interest in at least one of the following areas:

 - a. *Urban Forestry*
 - b. *Landscaping*
 - c. *Arboriculture*
3. **Terms of Office.**
 - a. *Each member shall be appointed for a term of four (4) years, or until their successors are appointed, except that the initial appointment of two (2) members shall be for a three (3) year term, one (1) member for a two (2) year term; the remaining two (2) members for a four (4) year term.*
 - b. *Members may be re-appointed to serve consecutive terms as determined appropriate by the Town Council.*
 - c. *The Commission shall elect a Chair and Vice Chair who shall serve annual terms and may succeed themselves.*
4. **Agenda, Minutes and Rules.**
 - a. *The Commission shall adopt such rules and regulations as it may consider necessary.*
 - b. *The Commission shall prepare meeting agendas in advance of meetings and make available to the public prior to the start of the meeting. The Commission shall also keep minutes of its proceedings, showing the vote of*

each member upon each question or, if absent or failing to vote, indicating such fact. It shall keep records of its examinations and other such official Commission and shall be a public record.

c. All meetings of the Commission shall be open to the public.

d. A quorum shall be at least three (3) members.

C. Authority for the UFAC to Receive Donations and Apply for Grants.

1. All persons interested in urban forestry in the Town are invited to make gifts, devises and bequests to the Town to be used for that purpose. All donations of money shall be made through the Department of Finance, and it is hereby authorized and directed to receive such donations. All such monies shall be used only for the purpose of planting, maintenance, and promotion of the urban forest in the Town. Expenditures from of these donations shall be made by the Town Manager as authorized, from time to time, by the Town Council.

2. The Urban Forestry Advisory Commission may, with the consent of the Town Council, apply for federal, state, or private grants or funding, and/or assistance, and to aid in the performance of their duties.

D. Sharing of Information and Services.

Upon request of the Urban Forestry Advisory Commission with approval by the Town Manager, the departments, boards, commissions, offices and agencies of the Town government shall furnish to the Commission such available information and render such service as may be needed in the performance of their duties.

E. Designation of a heritage, memorial or specimen tree designation.

Designation of a Heritage, Memorial, or Street trees are afforded recognition and protection by this ordinance. These trees, on either public or private property, have been recommended by UFAC for significant status designation. The process for designation includes submittal of a nomination application form to the Director of Planning & Zoning documenting the subject tree's significance in age, size, location, aesthetics, historical association, species and any other characteristic that justifies its uniqueness. The nomination is then forwarded to UFAC for review, unless otherwise submitted by the UFAC. If the tree is recommended for designation by the UFAC, the Director of Planning and Zoning shall present the nomination to Town Council for consideration of significant designation status. Trees designated as heritage, memorial, or specimen trees have a significant designation status transferable with change in property ownership. In addition, such trees are afforded protection status by the Town and are discouraged from removal.

Section 156-3 ESTABLISHMENT OF URBAN FORESTRY ADVISORY COMMISSION.

~~A. The Urban Forestry Advisory Commission shall be made up of five (5) members, each member being a citizen of Warren County. The members shall be appointed by the Town Council. In addition, the Virginia Department of Forestry's Chief Forest Warden for Warren County shall serve as a standing committee member.~~

~~B. The Urban Forestry Advisory Commission shall be made up of citizens with skills and an expressed interest in at least one of the following areas:~~

~~1. Urban Forestry~~

~~2. Landscaping~~

~~3. Arboriculture~~

~~C. Terms of Office:~~

~~are appointed, except that the initial appointment of two (2) members shall be for a~~

three (3) year term, one (1) member for a two (2) year term; the remaining two (2) members for a four (4) year term.

- ~~2. Members may be re-appointed to serve consecutive terms as determined appropriate by the Town Council.~~
 - ~~3. The Commission shall elect a Chair and Vice Chair who shall serve annual terms and may succeed themselves.~~
- ~~D. Minutes and Rules:~~
- ~~1. The Commission shall adopt such rules and regulations as it may consider necessary.~~
 - ~~2. The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. It shall keep records of its examinations and other such official actions, all of which shall be immediately filed in the office of the Commission and shall be a public record.~~
 - ~~3. All meetings of the Commission shall be open to the public.~~
 - ~~4. A quorum shall be at least three (3) members.~~

~~Section 156-4 — AUTHORITY TO RECEIVE FUNDING AND ADVISORY SERVICES.~~

- ~~A. All persons interested in urban forestry in the Town are invited to make gifts, devises and bequests to the Town to be used for that purpose. All donations of money shall be made through the Department of Finance, and it is hereby authorized and directed to receive such donations. All such monies shall be used only for the purpose of planting, maintenance, and promotion of the urban forest in the Town. Expenditures from of these donations shall be made by the Town Manager as authorized, from time to time, by the Town Council.~~
- ~~B. The Urban Forestry Advisory Commission may, with the consent of the Town Council, apply for federal, state, or private grants or funding, and/or assistance, and to aid in the performance of their duties.~~
- ~~C. Upon request of the Urban Forestry Advisory Commission with approval by the Town Manager, the departments, boards, commissions, offices and agencies of the Town government shall furnish to the Commission such available information and render such service as may be needed in the performance of their duties.~~

~~Section 156-5 PLANTING, MAINTENANCE AND PROTECTION OF PUBLIC TREES.~~

- ~~A. Planting:~~
- ~~1. Any tree or shrub planted on public property shall be of an approved species as outlined in "The Preferred Species List" adopted by this Commission.~~
 - ~~2. Any tree or shrub not on the preferred species list shall not be planted on public property without the specific approval of the Urban Forestry Advisory Commission.~~
 - ~~3. Any tree or shrub shall be properly planted according to the standards and guidelines adopted by this Commission.~~
- ~~B. Maintenance:~~
- ~~1. All outside contractors hired for pruning and/or maintenance of Town owned trees shall meet the following minimum requirements:~~
 - ~~a. Have current Town Business License established by the Town Council.~~
 - ~~e. Have at least one Virginia State certified arborist on staff to generally oversee all work.~~

- ~~2. All Town-owned trees shall be maintained in accordance with the American National Standards Institute's ANSI A300 Standard Practices (or most recent update). No town-owned tree shall be "topped" nor shall any climbing spurs be used when working on live trees.~~
- ~~3. All tree pruning around utility lines shall be performed in accordance with the guidelines in "Pruning Trees Near Electric Utility Lines" by Dr. Alex L. Shigo.~~
- ~~4. No private citizen shall cut, prune, or elevate any town-owned tree in conflict with guidelines adopted by the Urban Forestry Advisory Commission, without prior approval of the Commission.~~
- ~~5. The Town of Front Royal should maintain elevation of Town-owned trees to a height of thirteen (13) feet over roadways and a height of eight (8) feet over public sidewalks where possible.~~
- ~~6. Town maintenance of trees and vegetation in public rights-of-way.
 - ~~a. The Town is not required to cut and/or remove weeds, brush, plants, grass or other vegetation growing in the public alleys, unimproved streets and other unimproved rights-of-way except as provided in Section 170-2 of the Town Code. Any adjacent property owner, tenant or citizen, at their own expense, may cut and/or remove any weeds, brush, plants, grass or other vegetation, except trees in excess of three (3) inches (3") caliber measured 12" from the ground, growing in the public alleys, unimproved streets and other unimproved rights-of-way and in the unimproved portion of the public right-of-way lying between any public property and private property lines.~~
 - ~~b. If any tree growing in a public alley, unimproved street or other unimproved right-of-way is dead or growing in such a manner that the branches, limbs or other parts of the tree extend or protrude onto private property in a manner that constitutes a danger to citizens or property, the Town will cut and remove or prune such tree once it has been notified of the condition of the tree. It shall be the responsibility of the adjoining property owner or tenant to notify the Town when a tree is growing in such a manner that it needs to be cut and removed or pruned.~~~~

~~C. Protection.~~

- ~~1. Abuse, mutilation, or damage to public trees.

Unless specifically authorized by the Urban Forestry Advisory Commission, it shall be unlawful for any person to intentionally damage, cut, carve, transplant or remove any tree on public property, nor attach any rope, wire, nails, advertising posters or other contrivance to any public tree, nor allow any gaseous liquid or solid substance which is harmful to such trees to come in contact with them, nor set fire or permit any fire to burn when such fire or the heat thereof will injure any portion of any public tree. Any person found to violate the provisions of this section shall be responsible for the cost of repair, or removal and replacement, of any public tree so damaged. The owner of any vehicle that accidentally damages any tree on public property shall be responsible for the cost of repair, or removal, and replacement, of any public tree damaged.~~
- ~~2. Protection of trees.
 - ~~a. Where any excavation or construction of any building or structure is proposed within the dripline of a tree located on any street or other publicly owned property, such tree shall be guarded with a good substantial fence placed at least three (3) feet from the trunk of the tree, or at a distance in feet from the tree equal to the diameter of the trunk~~~~

measured in inches at breast height, whichever is greater. All equipment, building material, dirt or other debris shall be kept outside the barrier.

- b. ~~Except in an emergency situation as determined by the Town Manager, no person shall excavate any ditches, tunnels, trenches, or lay any drive within a distance equal to one quarter (1/4) the distance from the dripline to the trunk of any public tree without approval of the Urban Forestry Advisory Commission. When a tree is removed on an emergency basis the Urban Forestry Advisory Commission will be notified so proper tree replacements can be made where appropriate.~~
 - c. ~~To the maximum extent possible, all Town Department will coordinate with the Urban Forestry Advisory Commission during the planning phase of public improvements that might require the removal of or cause injury to any street tree, or its root system, or interfere with the fulfillment of any adopted street tree plan. The Commission's response should include recommendations as to whether removed trees are to be replaced and if so, the type of replacement to be planted.~~
 - d. ~~When advance coordination with the Urban Forestry Commission is not practicable due to unforeseen or emergency circumstances, the Town Departments should request the Commission's recommendations on an expedited basis. In such instances, the Commission will make every effort to respond within forty eight (48) hours and will forward its recommendations through the Office of the Town Manager.~~
 - e. ~~If in the opinion of the Commission the tree being considered for removal is a heritage specimen, or other tree of significant historical status, then the decision of the Commission shall be binding unless appealed to the Town Council pursuant to Section 156-7.~~
3. ~~Placing materials on public property. Except for refuse collection activities, no person shall deposit, place, store or maintain upon any public place of the Town any stone, brick, sand, concrete or other materials that may impede the free passage of water, air and fertilizer to the roots within the dripline of any tree growing thereon, except by written permit of the Urban Forestry Advisory Commission.~~
 4. ~~Improper planting. Whenever any tree is planted or set out in conflict with the provisions of this chapter, the Urban Forestry Advisory Commission may pursue removal of said tree and initiate effective remedies.~~

~~Section 156-6 SEVERABILITY.~~

~~Should any part or provision of this Chapter be declared invalid by any Court, the same shall not affect the validity of the Chapter as a whole or any part thereof other than the part held to be invalid.~~

~~Section 156-7 APPEAL.~~

~~In the event a decision of the Urban Forestry Advisory Commission prevents the removal of any public tree from any public right-of-way for which there is a planned public project for the~~

improving, widening, straightening, or otherwise conducting construction within the said right-of-way, the Town Manager may appeal the determination of the Urban Forestry Advisory Commission to the Town Council which may affirm, overrule, or modify such determination.

Section 156-4 PLANTING, MAINTENANCE, AND PROTECTION OF TREES ON PUBLIC PROPERTY

A. Planting.

1. Any tree planted on public property shall be of an approved species as outlined in "The Preferred Species List" adopted by the UFAC, as found within the "Landscape Preservation and Planting Guide."
2. Any tree not on the preferred species list shall not be planted on public property without the specific approval of the Urban Forestry Advisory Commission.
3. Any tree shall be properly planted according to the standards and guidelines, as stipulated in the most current version of the "American Standard For Nursery Stock."

B. Maintenance.

1. All outside contractors hired for pruning and/or maintenance of Town owned trees shall meet the following minimum requirements:
 - a. Have current Town Business License.
 - b. Provide proof of liability and Workmen's Compensation Insurance in amount established by the Town Council.
 - c. Have employed at least one certified arborist to generally oversee all work.
2. All Town-owned trees shall be maintained in accordance with the most recent version of the "American National Standards Institute's ANSI A300 (Part 1): Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)" and the "American National Standards Institute's ANSI Z-133.1: Safety Requirements." No town-owned tree shall be "topped" nor shall any climbing spurs be used when working on live trees.
3. All tree pruning around utility lines shall be performed in accordance with the guidelines in "American National Standards Institute's ANSI A300 (Part 1): Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), "Best Management Practices Utility Pruning of Trees."
4. No private citizen shall cut, prune, or elevate any Town-owned tree in conflict with guidelines adopted by the Urban Forestry Advisory Commission, without prior approval by the Town Manager after review and recommendation by the UFAC.
5. The Town of Front Royal should maintain elevation of Town owned trees to a height of thirteen (13) feet over roadways and a height of eight (8) feet over public sidewalks where possible.
6. The Town is not required to cut and/or remove weeds, brush, plants, grass or other vegetation growing in the public alleys, unimproved streets and other unimproved rights-of-way except as provided in Section 170-2 of the Town Code. Any adjacent property owner, tenant or citizen, at their own expense, may cut and/or remove any weeds, brush, plants, grass or other vegetation, except trees in excess of three (3) inches (3") caliber measured 12" from the ground, growing in the public alleys, unimproved streets and other unimproved rights-of-way and in

the unimproved portion of the public right-of-way lying between any public property and private property lines.

- 7. If any tree growing in a public alley, unimproved street or other unimproved right-of-way is dead or growing in such a manner that the branches, limbs or other parts of the tree extend or protrude onto private property in a manner that constitutes a danger to citizens or property, the Town will cut and remove or prune such tree once it has been notified of the condition of the tree. It shall be the responsibility of the adjoining property owner or tenant to notify the Town when a tree is growing in such a manner that it needs to be cut and removed or pruned.*

C. Protection.

- 1. Excavation or construction of any building or structure shall be kept outside of the protective root zone of a tree proposed to be saved on a site plan. Such tree shall be guarded with a highly visible protective fence with signage placed at least three (3) feet from the trunk of the tree, or the dripline, whichever is greater. Signage shall include language to the effect that all equipment, building material, dirt or other debris shall be kept outside the protected area.*
- 1. To the maximum extent possible, all Town Departments will coordinate with the UFAC during the planning phase of public improvements that might require the removal of or cause injury to any street tree, or its root system, or interfere with the fulfillment of any adopted street tree plan.*
- 2. When a tree is removed on an emergency basis, UFAC will be notified so proper tree replacements can be made, where appropriate. After consideration of the tree species, tree size and location, UFAC's response should include recommendations as to whether removed trees are to be replaced, and if so, the type of replacement to be planted.*
- 3. When advance coordination with the UFAC is not practicable due to unforeseen or emergency circumstances, the Town Departments should request the UFAC's recommendations on an expedited basis. In such instances, the UFAC will make every effort to respond within forty-eight (48) hours and will forward its recommendations through the Office of the Town Manager.*
- 4. No tree may be removed if the UFAC establishes that the tree is a heritage specimen, or other tree of significant historic status, except upon approval by Town Council.*
- 6. Any existing plant material less than six (6) inches in diameter (dbh) shall be exempt under the preservation requirements in this ordinance.*
- 8. It shall be unlawful for any person to intentionally damage, cut, carve, transplant or remove any tree on public property, nor attach any rope, wire, nails, advertising posters or other contrivance to any public tree, nor allow any gaseous, liquid or solid substance which is harmful to such trees to come in contact with them, nor set fire or permit any fire to burn when such fire or the heat thereof will injure any portion of any public tree. Any person found to violate the provisions of this section shall be responsible for penalties as set forth in this ordinance. The owner of any vehicle that accidentally damages any tree on public property shall be responsible for the cost of repair, or removal, and replacement, of any public tree damaged.*

9. Except for normal household refuse collection activities, no person shall deposit, place, store or maintain, upon any public place of the Town, any stone, brick, sand, concrete or other materials that may impede the free passage of water, air and fertilizer to the roots within the dripline of any tree growing thereon, except by written approval by the Town Manager after review and recommendation by the UFAC.
10. Whenever any tree is planted or set out in conflict with the provisions of this chapter, the UFAC may pursue removal of said tree and initiate effective remedies.
11. Unless specifically authorized by the Town Manager, after review and recommendation by the UFAC, it shall be unlawful for any person to intentionally damage, cut, carve, transplant or remove any tree on public property, nor attach any rope, wire, nails, advertising posters or other contrivance to any public tree, nor allow any gaseous liquid or solid substance which is harmful to such trees to come in contact with them, nor set fire or permit any fire to burn when such fire or the heat thereof will injure any portion of any public tree. Any person found to violate the provisions of this section shall be responsible for the cost of repair, or removal and replacement, of any public tree so damaged. The owner of any vehicle that accidentally damages any tree on public property shall be responsible for the cost of repair, or removal, and replacement, of any public tree damaged.

Section 156-5 SCREENS & BUFFERS

A. Vegetative Buffers.

1. A vegetative buffer shall be provided on the rear of any double frontage lot and on any commercial or industrial development abutting a residential district. All required vegetative buffers shall consist of a minimum area, as shown in the following table:

TABLE 156-5.A.1.

Type	Minimum Width (feet)
Rear yard abutting right-of-way 60 feet or wider	20 (3 Rows)
Rear yard abutting right-of-way less than 60 feet	15 (2 Rows)
Commercial/industrial uses abutting residential uses	15 (2 Rows)

2. Any required vegetative buffer shall be designed, planted and maintained in accordance with a landscaping plan approved by the Director of Planning, upon review and recommendation by the UFAC. The landscaping plan shall satisfy the following standards:
 - a. The vegetative buffer may be comprised of existing vegetation, provided that the majority of such existing vegetation consists of trees that are listed in the Town's Construction Standards & Specifications Manual, and have at least two-inch (2") caliper. When complete, the vegetation and plantings shall provide a year-round screen visually opaque at five (5) feet above finished grade when viewed from fifteen (15) feet away, which satisfies the standards set out in this section.

- b. The vegetative buffer may consist of a mixture of deciduous and evergreen trees or a planting of evergreen trees.
 - c. The vegetative buffer shall be subject to on-site inspection by the Department of Planning which, if necessary, may prescribe that additional plantings be made in order to satisfy the standards set out herein.
 - d. The width of the vegetative buffer may be reduced by administrative waiver in an amount determined by the Director, if a wall or fence is provided to supplement the planting to an equivalent degree, and/or if the size of the lot prevents a full-width buffer. In no case shall the requirement for vegetative material be totally waived.
3. All required vegetative buffers shall be located on a permanent landscaping easement, and established so that perpetual maintenance is ensured. Where possible, the permanent landscaping easement should be located within open space and maintained by the homeowner's association. If the landscaping easement is established on private property, the easement shall ensure that the property owner is provided disclosure of their responsibilities for future maintenance, including the replacement of dead trees. Upon review and recommendation by the UFAC, the Planning Commission may waive the requirement of perpetual maintenance when it is determined that such maintenance will create an unreasonable hardship on the property owner(s).

Section 156-6. DEVELOPMENT TREE PLANTINGS.

- A. All major subdivisions and developments shall provide a minimum tree canopy cover for the gross area of the subdivision or development in accordance with the following table.

TABLE 156-6.A.

Type of Development	Percent Tree Canopy*
Business, Commercial, or Industrial Development	10
Residential Development (≥ 20 du per acre)	10
Residential Development (> 10 , but < 20 du per acre)	15
Residential Development (≤ 10 du per acre)	20

*Notes: See Tree Canopy Calculation Worksheet. The acronym "du" means "dwelling unit."

- B. The minimum tree canopy cover may be achieved by new tree plantings or preservation of existing trees. Existing trees that are to be preserved may be approved to meet all or part of the tree cover requirements of this section according to subsection C below. New tree plantings may include the trees provided as part of required interior or perimeter parking lot landscaping, landscaped open space, vegetative screens and buffers, street trees or other trees that are planted on the site.
- C. The tree cover calculations for planted trees shall be based on the projected twenty-year tree cover area for each tree as shown in the adopted "Landscape Preservation and Planting Guide for the Town of Front Royal", or other generally accepted tree resource guide accepted by the UFAC. Calculation of credit for preservation of existing trees shall be as determined by the UFAC, based on the UFAC's "Tree Canopy Calculation Worksheet", and consideration of the following additional information.
 - 1. Location of existing trees on a subdivision plan or plat.

2. Tree species.
 3. Identification of all observable diseases, wounds, decay, cavities, or organisms that may threaten the health of the tree.
 4. Tree trunk diameter.
 5. Approximate tree height.
 6. Identification of any trees that have been designated as a heritage, memorial or specimen tree.
 7. Any other noteworthy conditions.
- D. All major subdivision plans, or site plans for uses on property 1 acre or greater, shall include the existing canopy cover.
- E. Tree cover requirements may be waived or modified by the Director to permit the reasonable development of farm land or other areas devoid of woody materials.
- F. The following areas shall be exempt from the requirements of the Landscape Preservation and Planting Guide for the Town of Front Royal, as follows:
1. Dedicated school sites.
 2. Playing fields and other non-wooded recreation areas.
 3. Floodplains and wetlands.
 4. Other areas where, in the opinion of the Director, the strict application of the requirements would result in unnecessary or unreasonable hardship to the developer.
- G. Tree cover and planting requirements shall be completed by the developer or subdivider prior to the issuance of any occupancy permit or business licenses. Exceptions may be made when weather conditions or other justifiable circumstances exist or occur that impede tree planting. In such cases, the subdivider or developer shall provide a performance bond with surety satisfactory to the Town for the installation of required planting in accordance with a completion schedule.
- H. For one (1) year from the date of acceptance, the subdivider or developer shall be required to replace any trees that do not survive, or that, in the opinion of the Town, are undesirable due to disease, malformation, infestation, damage, or are otherwise not expected to thrive under the existing conditions. The subdivider or developer shall execute a landscape maintenance agreement with the Town to ensure performance under this section.
- I. **Tree Bank.** When neither tree preservation nor on-site tree planting is feasible, a developer may submit a written request to the Director to make payment in-lieu of all, or a portion of, the required landscaping. The written request shall include the rationale for not being able to meet the tree preservation or tree planting requirements. The UFAC shall advise the Director of the in-lieu fee amount, which shall be based on the estimated cost of the landscaping that is required by code. If approved, the payment shall be placed within an escrow account, generally referred to as a “tree bank”, that may be used by the Town to advance urban forestry goals, such as, but not limited to, increasing the Town’s tree canopy coverage.

Section 156-7. STREET TREES.

- A. According to the following standards, all subdivisions and developments shall provide for the planting of trees on both sides of new streets and along existing streets.

1. Street trees shall be planted in accordance with a submitted landscape plan approved by the Town. Existing trees, undisturbed by the construction process, may be incorporated and credited as part of the landscape plan.
2. The minimum quantity of required street trees shall be based on the amount of street frontage and estimated size of the proposed tree's canopy at maturity. The standards of the following table shall be used to calculate the minimum quantity of street trees.

TABLE 156-7.A.2.

Mature Tree Canopy Size (width)	Planting Interval*
Large trees (40' plus)	1 per 50'
Medium trees : (30' to 40')	1 per 40'
Small trees: (up to 30')	1 per 30'

*Note: These standards are based only on one side of a street. Additional trees would be required for the opposite side of the street if also included within the development.

3. Street trees may either be spaced evenly, massed, or a combination of the two styles along the street.
 4. The number of massed trees shall not be less than the number calculated for the street under the even spacing guidelines.
 5. Street trees may be placed within the street right-of-way when the street is a collector or arterial street. Street trees along local streets shall be planted on individual lots.
 6. All street trees that are required along local streets shall be provided a landscaping easement that ensures perpetual maintenance and protection. The easement shall also ensure that the property owner is provided disclosure of their responsibilities for future maintenance and protection of the street trees, including the replacement of dead trees. Upon review and recommendation by the UFAC, the Planning Commission may approve, or approve conditionally, a waiver to the requirements of this section when it is determined that such maintenance creates an unreasonable hardship.
- B. Tree plantings shall not interfere with utilities, roadways, sidewalks, sight distance or streetlights. Tree location, species and spacing shall be approved by the Town as part of the landscape plan.
- C. All street trees shall have a minimum caliper of two (2) inches in diameter and shall be nursery grown in order to better ensure survival and help meet the Town's requirements for canopy height at twenty (20) years. All tree plantings shall be in accordance with the adopted Landscape Preservation and Planting Guide for the Town of Front Royal.
- D. The subdivider or developer shall be required to replace, within one (1) year from the date of street acceptance, any trees that do not survive or that, in the opinion of the Town, are diseased, malformed, or otherwise undesirable. The subdivider or developer shall execute a landscape maintenance agreement with the Town of Front Royal to ensure performance under this section.

Section 156-8. PARKING LOT LANDSCAPING.

- A. Interior parking lot landscaping.

1. *Parking areas shall be suitably landscaped to minimize noise, glare and heat. Large parking areas shall be broken down into sections appropriate for the type and size of the development. Sections shall be separated by landscaped dividing strips, berms or similar features. The landscaped areas shall be reasonably dispersed throughout parking areas.*
2. *Parking lots of fifteen (15) or more spaces shall have a total interior landscaped area of not less than five percent (5%) of the total area of the parking lot. Parking lot landscaped areas shall be more than five (5) feet from any principal structure.*
3. *The primary landscaping materials to be used in parking lots shall be shade trees. Other types of trees, including, but not limited to, those commonly referred to as shrubs, may be used to complement the tree landscaping, but shall not constitute the only landscaping.*
4. *The requirements for interior parking lot landscaping shall not apply to any lots used solely for the storage of vehicles or the display of vehicles for sale. Such lots shall comply, however, to the requirements for peripheral parking lot landscaping.*

B. *Peripheral parking lot landscaping.*

In addition to the requirements for interior parking lot landscaping, parking areas with fifteen (15) or more parking spaces shall provide peripheral parking lot landscaping as follows:

1. *A landscaped buffer strip at least five (5) feet in width shall be located between the parking lot and each abutting property line, except where parking or access is designed to be shared by the abutting property. A total of one (1) tree for each fifty (50) feet of landscaped buffer shall be planted. Trees may be massed or spaced evenly.*
2. *In the event that the parking lot adjoins a public street with no intervening structures, a landscaped buffer strip of at least ten (10) feet in width, which shall not include a sidewalk or other paved surface, shall be located between the parking lot and the street right-of-way. A total of one (1) tree for each forty (40) feet of landscaped buffer shall be planted. Trees may be massed or spaced evenly.*

C. *All deciduous trees planted shall be a minimum caliper of two (2) inches in diameter and shall be nursery grown. Evergreen trees shall be planted at a height of no less than six (6) feet. All materials and installation shall be in accordance with the adopted Landscape Preservation and Planting Guide for the Town of Front Royal.*

D. *The requirements of this section shall be required for all new parking lots, and for the enlargement or substantial alteration of any existing lot. The requirements shall not apply to the resurfacing of any existing parking lot.*

E. *The Town may, in its discretion, waive or modify the requirements for parking lot landscaped buffer strips in cases where berms, grade separation, plantings or other approved designs provide an effective screen and do not adversely impact on adjoining properties, traffic patterns or safety.*

Section 156-8. *Administration & Enforcement.*

1. *Administration and Enforcement. The requirements of this chapter shall be administered and enforced by the Town Manager in regards to public property. The requirements of this chapter shall be administered and enforced by the Director of Planning and Zoning*

in regards to private property, and new subdivisions and/or developments, provided that, the approval authority for landscaping plans shall be as specified under Chapter 148 of the Town Code.

- 2. Violations. Any person, firm or corporation violating, causing or permitting the violation of any of the provisions of this chapter shall be guilty of a class I misdemeanor, and upon conviction thereof, may be punishable by up to 12 months in jail and a \$2500 fine.*

Section 156-9. Appeals.

Town Council reserves the right to grant special exceptions to the requirements of this Chapter. Furthermore, Town Council reserves the authority to affirm, overrule or modify any administrative decision. Any person aggrieved by an administrative decision related to this Chapter, may submit a written appeal to the Director of Planning & Zoning or Town Manager for consideration by Town Council. Any person aggrieved by a requirement of this Chapter may submit a written request for a special exception, however, such requests for special exception shall only be considered after all other administrative remedies of this ordinance have been exhausted.

Section 156-10. Definitions.

Buffer: *Linear bands of vegetation, preferably consisting of native and locally adapted species, associated with many features including wetlands, greenways, transportation corridors, and wildlife corridors. Vegetated buffers uptake pollution and minimize impact on adjacent surrounding areas.*

Caliper: *the diameter measurement of the tree trunk taken six (6) inches above ground level for trees up to and including four (4) inch caliper size. Measurement shall be taken twelve (12) inches above the ground level for larger trees.*

Canopy: *The full extent of existing leaves crowning a tree or groups of trees, or the full extent of future leaves crowning a tree or group of trees at a tree maturity of twenty (20) years.*

Certified Arborist: *A tree professional certified by the International Society of Arboriculture. Certified Arborists have achieved a level of knowledge in the art and science of tree care through at least three years of experience and have passed a comprehensive examination to provide proper tree care.*

Cutting: *The felling or removal of a tree, or any procedure which leads to the death or substantial destruction of a tree. Cutting does not include normal pruning within the bounds of accepted arboricultural practice.*

DBH: *diameter of tree trunk at breast height; measured at 4.5 feet above the ground.*

Dripline: *An imaginary perpendicular line that extends downward from the outermost branches of a tree to the ground.*

Hazard: *A tree with structural defects likely to cause failure of all or part of the tree, which could strike a "target." A target can be a vehicle, building, or a place where people gather such as a park bench, picnic table, street, or backyard. (per Department of Agriculture's Urban Tree Risk Management: A Community Guide to Program Design.)*

Heritage Tree: *Any tree that because of its historical association (associated with a notable local or regional historical event, person, or landscape) is of special importance to the Town. Such a tree, on either public or private property, will be nominated and adopted by the Town for*

significant designation. The significant designation of a heritage tree is transferable through the property deed and will extend to any new owner.

Invasive, nonnative vegetation: Any plant not indigenous to the Commonwealth of Virginia, which exhibits, or has the potential to exhibit, uncontrolled growth and invasion or alteration of the natural qualities and functions of any native habitat.

Memorial tree: A tree donated to commemorate a person or event is of special importance to the Town as a living tribute. Such a tree, on either public or private property, will be nominated and adopted by the Town for significant designation. The significant designation of a memorial tree is transferable through the property deed and will extend to any new owner.

Public Property: Property that is owned or maintained by the Town of Front Royal.

Private tree: Any tree not located on property owned or controlled by the Town. For the purposes of this ordinance, a private tree is subject to this ordinance if it is either (1) designated as a Memorial, Heritage, or Specimen tree; or (2) is on property proposed for land disturbance after adoption of this ordinance and is subject to site landscape plan and conformance with the Town canopy plan guidelines; or (3) is a Hazard tree.

Protective Root Zone: The entire surface and subsurface soil area encompassed by radius for protected trees (per Landscape Preservation and Planting Guide) typically the distance around tree trunk equal to the drip line of the tree; also generally referred to as tree preservation target or critical root zone.

Public Trees: Trees on land owned and or managed by the Town of Front Royal.

Specimen tree: Individual trees which are healthy with a diameter at breast height of 24 inches or greater, or which otherwise are noteworthy because of species, age, size, location, aesthetics, or any other exceptional quality, such as, uniqueness, rarity, ecological value, or status as a landmark or species specimen. Such a tree, on either public or private property, will be nominated and adopted by the Town for significant designation. The significant designation of a specimen tree is transferable through the property deed and will extend to any new owner.

Topping: Topping involves cutting limbs back to stubs or lateral branches not large enough to assume dominance. A lateral branch that is acceptable is generally greater than 1/3 the size of the branch that is being removed. This includes pruning that leads to the disfigurement of the normal shape of the tree. Topping is the indiscriminate cutting of tree branches to stubs or lateral branches that are not large enough to assume the terminal role.

Tree: Any self-supporting woody plant, growing upon the earth with one trunk, or a multi-stemmed trunk system with a definitely formed crown, or other woody plant material exceeding five (5) feet in height.

Tree Bank: Funds for tree replacement paid into account managed by the Director for Planning & Zoning for the purposes of future tree replacement or restoration in-lieu of tree planting.

Tree Canopy: Also referred to as “tree cover”, or “tree canopy coverage”, an area of land covered by plant material exceeding five feet in height, and the extent of planted tree canopy at 10 or 20 years maturity. Planted canopy at 10 or 20 years maturity shall be based on published reference texts generally accepted by landscape architects, nurserymen, and arborists in the community, and the texts shall be specified in the ordinance.

Tree Canopy Plan: UFAC will prepare a Tree Canopy Plan in coordination with the Director of Planning and Zoning of the Town which designates preferred sites as priority areas for tree plantings when off-site tree replacement planting is utilized.

UFAC, Urban Forestry Advisory Commission: comprised of volunteers from the community including at least one certified arborist, and appointed by Town Council.

Tree Canopy Calculation Worksheet Town of Front Royal

Please fill in only the green shaded cells below			
A. Site Size			
A1	Total Site Area in square feet	Ft ²	
	Choose the % canopy cover required based on the requirements of Section 156-6.A. of the Town Code.		
A2	<div style="display: flex; justify-content: space-around; width: 100%;"> 10% 15% 20% </div>	%	
A3	Multiply line A2 % times A1 To calculate Required Canopy Cover for Site in Sq Feet	Ft ²	0
B. Tree Preservation (provides 1.5 credit)			
B1	Existing Tree Canopy Cover (<i>Insert Square feet here calculated from Town Planning Dept or calculate sum of driplines</i>)	Ft ²	
B2	Tree Canopy to be preserved of the overall site (<i>Insert Sq Feet here calculated by Town Planning Dept or sum of driplines of preserved trees</i>)	Ft ²	
B3	Canopy Preservation Credit (Multiply B2 x 1.5)	Ft ²	0
B4	Canopy Remaining to meet Requirements (Subtract A3 - B3)	Ft ²	0
B5	If a negative number appears in B4; canopy requirements have been met. Otherwise, please go to Section C or D	Have been met.	
		Have NOT been met.	
C. New Tree Plantings			
C1	Canopy (sq ft) remaining to meet requirements (B4) Refer to Front Royal Tree Cover Guide for species list and 10 year projected canopy to fulfill necessary coverage on line C1	Ft ²	0
C2	Projected canopy coverage (sq ft) from plantings (<i>Insert Sq Feet</i>)	Ft ²	
C3	Canopy remaining to meet requirements (C1 - C2)	Ft ²	0
C4	If C3 is a negative number, canopy requirements have been met. Otherwise, please go to Section D	Have been met.	
		Have NOT been met.	
D. Exception			
	Has A3 been met? (Preferably through preservation &/or new plantings.) If not calculate amount owed below:		
D1	Square feet requirements still remaining to meet A3	Ft ²	0
D2	Amount for Tree Fund (D1 x \$3.00)	\$	\$ -

This ordinance shall become effective upon passage.

APPROVED:

Timothy W. Darr, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____, 2015, upon the following recorded vote:

John P. Connolly	Yes/No	Bret W. Hrbek	Yes/No
Hollis L. Tharpe	Yes/No	Eugene R. Tewalt	Yes/No
Bébhinn C. Egger	Yes/No	Daryl L. Funk	Yes/No

A public hearing on the above was held on _____, 2015 having been advertised in the Northern Virginia Daily on _____, 2015 and _____, 2015.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ___/___/___

10



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 10

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – Annual Appropriation Ordinance for FY2015-2016 Proposed Budget (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading the Annual Appropriation Ordinance for FY2015-2016 Proposed Budget effective July 1, 2015 – June 30, 2016, as presented and amended at the May 26th meeting. The Proposed FY2015-16 Budget was amended by a 6-0 vote at the May 26th meeting to remove the establishment of the Assistant Town Manager position from the FY2015-16 Budget and remove the \$10,000 for reclassification from 1214-41001 Finance Administration. Council further amended the Budget to add \$5,000 to the salary for the Town Attorney in 2201-41001 Salaries – Regular and to add \$5,000 to Council Expenses in 1101-45507.

Budget/Funding: None

Attachments: Proposed Ordinance

Meetings: Work Sessions held March 30, April 6, April 20, April 27, May 18, 2015. Public Hearing held May 26, 2015.

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading the Annual Appropriation Ordinance for FY 2015-2016 Proposed Budget effective July 1, 2015 - June 30, 2016, as presented and as amended at the May 26th meeting.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

APPROPRIATION ORDINANCE
ANNUAL APPROPRIATION ORDINANCE
OF THE
TOWN OF FRONT ROYAL, VIRGINIA

FOR THE FISCAL YEAR ENDING JUNE 30, 2016
AN ORDINANCE MAKING APPROPRIATIONS OF SUMS OF MONEY FOR ALL
NECESSARY EXPENDITURES OF THE TOWN OF FRONT ROYAL, VIRGINIA FOR THE
FISCAL YEAR ENDING JUNE 30, 2016 TO PRESCRIBE THE PROVISOS, TERMS,
CONDITIONS, AND PROVISIONS WITH RESPECT TO THE TERMS
APPROPRIATION AND THEIR PAYMENT, AND TO REPEAL ALL ORDINANCES
WHOLLY IN CONFLICT WITH THIS ORDINANCE, AND ALL PARTS OF ALL
ORDINANCES INCONSISTENT WITH THIS ORDINANCE TO THE EXTENT OF SUCH
INCONSISTENCY.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA:

SECTION I

That the following sums of money are hereby appropriated for the general governmental purposes herein specified for the fiscal year ending June 30, 2016.

<u>GENERAL FUND EXPENDITURES</u>	
General Government	\$1,196,305
Financial Administration	\$881,410
Legal	\$408,335
Law Enforcement Services	\$4,371,325
General Property Maintenance	\$1,088,630
Planning and Zoning Administration - Including Boards and Commissions	\$452,685
Risk Management and Insurances	\$611,200
Economic Development	\$8,600
Information Technology	\$716,045
Transfers and or Contingency Reserves	\$503,440
<hr/>	
TOTAL GENERAL FUND EXPENDITURES	\$10,237,975
 <u>STREET FUND EXPENDITURES</u>	
Public Works and Inspections	\$358,530
State Highway Maintenance System	\$2,177,690
<hr/>	
TOTAL STREET FUND EXPENDITURES	\$2,536,220
 <u>ECONOMIC DEVELOPMENT AND SPECIAL REVENUE FUNDS</u>	
Debt obligation - Economic Development	\$193,740
Community Development Projects	\$375,000
Asset Forfeitures - Public Safety	\$12,000
<hr/>	
TOTAL ECONOMIC AND SPECIAL REVENUE FUNDS	\$580,740

and the following sums of money are hereby appropriated for the enterprise operations specified for the year ending June 30, 2016

ELECTRIC FUND EXPENDITURES

Operations	\$2,685,850
Purchase of Electricity	\$13,460,000
Transfer to General Fund and or Contingency Fund	\$1,470,000
<hr/>	
TOTAL ELECTRIC FUND EXPENDITURES	\$17,615,850

WATER FUND EXPENDITURES

Administrative Office	\$127,125
Water Plant Operations	\$1,723,290
Line Maintenance Division	\$1,066,475
Meter Reading	\$102,430
Debt Service	\$970,000
Transfer to General Fund and or Contingency Fund	\$1,800,180
<hr/>	
TOTAL WATER FUND EXPENDITURES	\$5,789,500

SEWER FUND EXPENDITURES

Administrative Office	\$122,000
Sewer Plant Operations	\$2,319,425
Line Maintenance Division	\$960,170
Debt Service	\$257,185
Transfer to General Fund and or Contingency Fund	\$2,806,220
<hr/>	
TOTAL SEWER FUND EXPENDITURES	\$6,465,000

SOLID WASTE FUND EXPENDITURES

Operations	\$982,100
Transfer to General Fund and or Contingency Fund	\$33,400
<hr/>	
TOTAL SOLID WASTE FUND EXPENDITURES	\$1,015,500

<hr/>	
TOTAL ALL FUNDS EXPENDITURES	\$44,240,785

REVENUES
TO BE PROVIDED AS FOLLOWS

GENERAL FUND

Real Estate Property Tax [\$.0725 per \$100. assessed valuation]	\$970,000
Public Service Property Tax & Tax Penalties	\$42,230
Personal Property Tax [\$.64 per \$100. assessed valuation]	\$587,000
Other Local Taxes	\$4,519,000
Permits and Fees	\$28,000
Fines and Forfeitures	\$150,000
Use of Money and Property	\$65,250
Public Rights-of-Way Use Fees	\$5,000
Intergovernmental	\$615,350
Interfund Transfers:	
Electric Fund	\$1,470,000
Water Fund	\$840,000
Sewer Fund	\$850,000
Solid Waste Fund	\$33,645
Miscellaneous Receipts	\$62,500
<hr/> TOTAL GENERAL FUND REVENUE	<hr/> \$10,237,975

STREET FUND

State Highway Maintenance Funds	\$2,160,000
Use of Money and Property	\$20,780
Street, Curb & Gutter Assessments	\$2,000
Transfer from General Fund	\$353,440
<hr/> TOTAL STREET FUND REVENUE	<hr/> \$2,536,220

ECONOMIC DEVELOPMENT AND SPECIAL REVENUE FUND

Real Estate Property Tax [\$.0175 per \$100 assessed valuation]	
- Economic Development	\$193,740
Asset Forfeiture - Grant Funding	\$12,000
Real Estate Property Tax [\$.04 per \$100 assessed valuation]	
- Community Development	\$375,000
<hr/> TOTAL ECONOMIC DEVELOPMENT AND SPECIAL REVENUE FUND	<hr/> \$580,740

ELECTRIC FUND

Use of Money and Property	\$47,500
Connection Fees	\$100,000
Internal Loan	\$150,000
Sale of Services	\$17,293,850
Miscellaneous Receipts	\$24,500
<hr/> TOTAL ELECTRIC FUND REVENUE	<hr/> \$17,615,850

WATER FUND

Use of Money and Property	\$44,000
Antenna Rentals	\$70,000
Sale of Services	\$5,600,000
Connection Fees	\$75,000
Miscellaneous Receipts	\$500
<hr/> TOTAL WATER FUND REVENUE	<hr/> \$5,789,500

SEWER FUND

Use of Money and Property	\$44,000
Sale of Services	\$6,320,000
Connection Fees	\$100,000
Miscellaneous Receipts	\$1,000
<hr/> TOTAL SEWER FUND REVENUE	<hr/> \$6,465,000

SOLID WASTE FUND

Use of Money and Property	\$22,000
Sale of Services	\$ 993,500
Miscellaneous Receipts	
<hr/> TOTAL SOLID WASTE FUND REVENUE	<hr/> \$1,015,500

TOTAL ALL FUNDS REVENUES	\$44,240,785
--------------------------	--------------

SECTION II

All monies appropriated as shown by the items contained in Section I are appropriated upon the provisos, terms, conditions and provisions hereinafter set forth in connection with said items and those set forth in this section.

Paragraph One

I. To provide for the current and other expenditures of the Town of Front Royal, Virginia; for the fiscal year beginning July 1, 2015 and ending June 30, 2016 the tax rates have been set at:

- A. Upon all real estate the rate shall be set at \$0.13 per \$100. assessed valuation.
- B. Upon all personal property and machinery and tools the rate shall remain set at \$0.64 per \$100. of assessed valuation. Except, that personal property described in Town of Front Royal Code 75-40(B), that has been specifically accepted for special classification by the designated official shall remain at \$0.32 per \$100. of assessed valuation for such volunteer fire or rescue members' single vehicle used to respond to calls or perform other official duties.

II. Assessed valuation of property shall be determined and certified to the Town of Front Royal by the Commissioner of the Revenue of Warren County, and the State Corporation Commission on Public Service Corporation Property. All taxes 1st installment shall be due payable on or before

June 5, 2015 and second installment due on or before December 5, 2015. For taxes not paid on or before due date for each installment a penalty of ten percent of the tax due will be added to the tax due. Interest at the annual rate of ten percent of the tax due will be added after December 31, 2015 on all unpaid taxes.

III. Proration of Personal Property Tax

A. Tax levied and prorated on monthly basis. Tangible personal property tax shall be levied and collected on motor vehicles, trailers and boats which have acquired a situs within the Town after January 1 of any tax year for the remaining portion of the tax year. When any person acquires a motor vehicle, trailer or boat with situs in the Town after January 1 and situs remains in the Town after such acquisition, the tax shall be assessed against the new owner for the remainder of the tax year. Such tax shall be prorated on a monthly basis. For purposes of proration, a period of more than one-half of a month shall be counted as a full month and period of less than one-half of a month shall not be counted.

B. Relief or refund. When any motor vehicle, trailer or boat loses its situs within the Town after January 1 or after the day on which it acquires a situs within the Town (hereafter "situs day"), the tax shall be relieved, prorated on a month basis, and the appropriate amount of tax refunded if such tax has already been paid, upon application by the owner to the Commissioner of the Revenue and notice to the Commonwealth of Virginia Department of Motor Vehicles (if applicable); provided however that no refund shall be made if the motor vehicle, trailer or boat acquires a situs within the Commonwealth in a non-prorating locality.

C. Relief, refund or credit on sale. When any person sells or otherwise transfers title to a motor vehicle, trailer or boat with a situs in the Town after January 1 or situs day, the tax shall be relieved, prorated on a monthly basis, upon application by the owner to the Commissioner of the Revenue and notice to the Commonwealth of Virginia Department of Motor Vehicles (if applicable), and the appropriated amount of tax already paid refunded or credited by the Treasurer, at the option of the taxpayer, against the tax due on any motor vehicle, trailer or boat owned by the taxpayer during the same tax year.

D. Time Limitation for refund; minimum refund. Any refund required shall be made within thirty (30) days of the date such tax is relieved. No refund of less than five dollars (\$5.00) shall be issued to a taxpayer, unless specifically requested by the taxpayer.

E. Conditions for certain tax credits. Any person who moves from a non-prorating locality to the Town in a single tax year shall be entitled to a property tax credit in the Town if (i) the person was liable for personal property taxes on a motor vehicle, trailer or boat and has paid those taxes to a non-prorating locality; and (ii) the owner replaces for any reason the original vehicle, trailer or boat upon which taxes are due to the non-prorating locality for the same tax year. The Town shall provide a credit against the total tax due on the replacement vehicle, trailer or boat in an amount equal to the tax paid to the non-prorating locality for the period of time commencing with the disposition of the original vehicle, trailer or boat and continuing through the close of the tax year in which the owner incurred tax liability to the non-prorating locality for the original vehicle, trailer or boat.

F. Exemptions of property for which tax has been paid to another jurisdiction. Tangible personal property which was legally assessed by another jurisdiction in the Commonwealth and on which the tax has been paid is exempt from taxation under this section for the tax year or portion thereof during which such property was legally assessed by other jurisdiction and taxes were paid to that jurisdiction and not refunded in whole or in part.

G. Filing of returns. Filing procedures shall be in compliance with the Warren County Code.

H. Billing for less than full year. Notwithstanding any other date for billings and payment of personal property taxes, the Town may bill all personal property taxes assessed for a portion of the tax year on or after December 15 of each year.

I. Due date of taxes. The taxes shall be due not less than thirty (30) days after the tax bill or due date on the tax bill, whichever is later.

J. Time limit for applications. Any taxpayer entitled to a refund or credit must make application therefore to the Director of Finance no later than three (3) years from the last day of the tax year during which the motor vehicle, trailer or boat lost situs, was sold or had its title transferred.

Paragraph Two

Subject to the qualifications contained in this ordinance all appropriations made out of the General Fund, Street Fund, Economic Development and Special Projects Funds, Special Revenue Fund, Electric Fund, Water and Sewer Funds, and Solid Waste Fund are declared to be maximum, conditional and proportionate appropriations, the purpose being to make the appropriations payable in full in the amount named, if necessary, and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all the appropriations in full. Otherwise the said appropriations shall be deemed to be payable in such proportions as the total sum of all realized revenue of the General Fund, Street Fund, Economic Development and Special Projects fund, Special Revenue Fund, Electric Fund, Water and Sewer Funds, and Solid Waste Fund is to the total amount of revenues estimated to be available in the said fiscal year by the Town Council.

Paragraph Three

All balances of the appropriations payable out of the General Fund, Street Fund, Economic Development and Special Projects Funds, Special Revenue Funds, Electric Fund, Water and Sewer Funds, and Solid Waste Fund of the Town Treasury unencumbered at the close of business on the thirtieth day of June 2015, except as otherwise provided for, are hereby declared to be lapsed into the Town Treasury. Such unencumbered balances shall be used for the payment of the appropriations that may be made in the appropriation ordinance for the fiscal year beginning July 1, 2015. However, nothing in this paragraph shall be construed to be applicable to unencumbered balances remaining to the credit of any Sinking Fund, or any funds created by the setting up of special revenues, but such balances shall be used in the financing the proposed expenditures of these funds for the fiscal year beginning July 1, 2015.

Paragraph Four

The Director or Administrative Officer in charge of a department shall have the authority to transfer monies between line items and categories within the budgeted appropriations of such department. No department receiving appropriations under the provisions of this ordinance shall exceed the total amount of its appropriation except with the prior consent and approval of the Town Council or the Town Manager. Where the Town Manager is the administrative officer in charge of a department, no prior consent or approval shall be required for such department to exceed its appropriation. The Town manager may transfer monies within any Fund to provide for such expenditure in excess of a department's budgeted appropriation. No Fund receiving appropriations under the provisions of this ordinance shall exceed the total amount of its appropriation except with the prior consent and approval of the Town Council who may then authorize by resolution the transfer of monies between the Funds. If any such department or fund shall exceed the amount of its appropriation without such consent and approval, the Director or Administrative Officer, in the discretion of the Town Council, may be deemed guilty of neglect of official duty and may be subject to removal therefore.

Paragraph Five

Nothing in this section shall be construed as authorizing any reduction to be made in the amounts appropriated in this ordinance for the payment of interest, bonds, or contributions to any Sinking Fund on the bonded debt of the Town Government.

Paragraph Six

None of the monies mentioned in this ordinance in connection with the General Fund, Street Fund, Economic Development and Special Project Funds, Special Revenue Fund, Electric Fund, Water and Sewer Funds, and Solid Waste Fund shall be expended for any purpose other than those for which they are appropriated except as provided in Paragraph Four. It shall be the duty of the Director of Finance to see that this provision is strictly observed and to report to the Town Manager any irregularities.

Paragraph Seven

Allowances out of any of the appropriations made in this ordinance by any or all of the Town departments, bureaus, or agencies to any of their officers and employees for expenses on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall not exceed the standard mileage rate as determined by the IRS (56 cents per mile as of January 1, 2014).

Paragraph Eight

All traveling expense accounts shall be submitted on forms and according to regulations prescribed or approved by the Town Manager.

A public hearing on the above was held on _____,2015 having been advertised in the Northern Virginia Daily on _____,2015 and _____,2015.

Approved as to form and legality:_____

Douglas W. Napier, Town Attorney

Date: ____/____/____

11



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 11

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – Ordinance Amendment to Chapter 148 “Subdivision and Land Development” (2nd Reading)

Summary: Council held a Public Hearing on an Ordinance Amendment to Chapter 148 “Subdivision and Land Development” on February 23, 2015 and affirmed the first reading of the Ordinance Amendment on May 26, 2015. Town Code Chapter 148 governs the development and subdivision of land in the Town of Front Royal, as mandated by the Commonwealth of Virginia under Virginia Code §15.2-2240. Council is requested to adopt on its second and final reading an ordinance to amend and completely update Chapter 148 “Subdivision and Land Development” Ordinance as recommended by the Town of Front Royal Planning Commission and as amended by Town Council at the May 26, 2015 Town Council Meeting. At the May 26, 2015 Council meeting, Council voted to maintain the minimum street widths in Section 148-820.D.6 “Street Widths” as presented in the advertised Amendment and to remove Section 148-820.O “House Elevation Above Street Grade” in its entirety. Council is requested to adopt this ordinance contingent upon the final adoptions of ordinance amendments to Town Code Chapters 175 “Zoning” and 156 “Urban Forestry”.

Budget/Funding: None

Attachments: Proposed Ordinance Amendment

Meetings: Work Sessions held May 15, June 2, June 30, September 15, October 14 and December 1, 2014, as well as March 16, April 13, and May 18, 2015. Public Hearing held February 23, 2015. Regular Meeting held April 13, 2015. First Reading held May 26, 2015

Staff

Recommendation: Approval Denial

Proposed Motion: **I move that Council adopt on its second and final reading an Ordinance to amend Chapter 148 “Subdivision and Land Development” of the Front Royal Town Code as presented and as amended at the May 26, 2015 meeting, contingent upon the final adoption of the ordinance amendments to Town Code Chapters 175 “Zoning” and 156 “Urban Forestry”.**

STREET WIDTHS - Section 148-820.D.6.

- **OPTION 1: NO CHANGE.** MODIFY TABLE 148-820.D.6. SO MINIMUM LOCAL STREET WIDTHS ARE THE SAME AS THE CURRENT SUBDIVISION & LAND DEVELOPMENT ORDINANCE.

	Pavement Width (SM-9.5A)	Base Course Width (BM 25.0)	Sub Base Width (21-B)
Local Streets:			
Up to 500 ADT	32'	32'	35'
501 to 3,000 ADT	40'	40'	43'

- **OPTION 2: PLANNING COMMISSION RECOMMENDED STANDARDS.** MODIFY TABLE 148-820.D.6. BACK TO THE LOCAL STREET WIDTHS RECOMMENDED BY THE PLANNING COMMISSION.

	Pavement Width (SM-9.5A)	Base Course Width (BM 25.0)	Sub Base Width (21-B)
Local Streets:			
Up to 1,000 ADT	32'	32'	35'
1001 to 2,000 ADT	36'	36'	39'

- **OPTION 3: TOWN COUNCIL WORK SESSION DRAFT.** KEEP THE TABLE AS RECOMMENDED BY THE PLANNING COMMISSION, WITH THE EXCEPTION THAT THE OPTION FOR 32' WIDE STREETS IS ELIMINATED, AS DISCUSSED IN WORK SESSION ORIGINALLY BY TOWN COUNCIL.

	Pavement Width (SM-9.5A)	Base Course Width (BM 25.0)	Sub Base Width (21-B)
Local Streets:			
Up to 2,000 ADT	36'	36'	39'

FOR ALL OPTIONS ABOVE, INCLUDE A REFERRAL TO THE PLANNING COMMISSION TO CREATE RECOMMENDED STANDARDS TO ALLOW "BY-RIGHT" STREET WIDTH REDUCTION OPTIONS WHEN STREET PARKING CAN BE REDUCED OR ELIMINATED.

12



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 12

Meeting Date: June 8, 2015

Agenda Item: COUNCIL APPROVAL – Resolution for Valley Health Revenue Refunding Bonds

Summary: Council has received a request from Valley Health to consider adoption of a Resolution with respect to the issuance of Economic Development Authority of the City of Winchester, Virginia revenue refunding bonds for the Warren Memorial Hospital Project in the amount up to \$132,700,000

Budget/Funding: None

Attachments: Resolutions and Letter from Bryan & Coleman, P.L.C. Attorneys at Law

Meetings: Work Sessions held May 11, 2015.

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve a Resolution from Valley Health with respect to the issuance of Economic Development Authority of the City of Winchester, Virginia revenue refunding bonds for the Warren Memorial Hospital Project in the amount up to \$132,700,000

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

BRYAN & COLEMAN, P.L.C.
ATTORNEYS AT LAW

116 SOUTH BRADDOCK STREET
WINCHESTER, VIRGINIA 22601
TELEPHONE: (540) 545-4130
FAX: (540) 545-4131

MICHAEL L. BRYAN, ESQUIRE

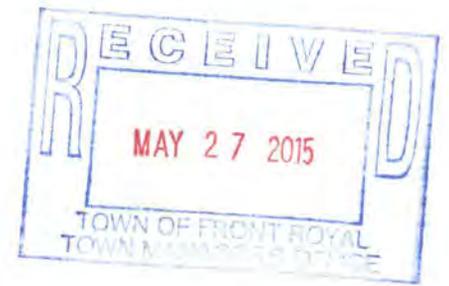
Email: mbryan2@earthlink.net

May 26, 2015

Steven M. Burke, PE, Town Manager
Town of Front Royal
102 East Main Street
Front Royal, VA 22630

Re: Shenandoah Memorial Hospital/Warren Memorial Hospital/
Winchester Medical Center
2015 Bonds (Refunding)

Dear Mr. Burke:



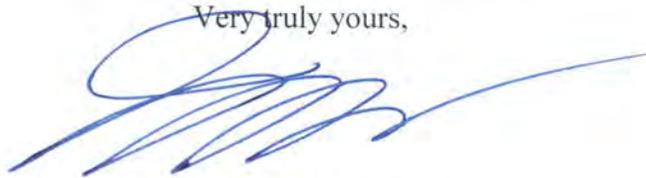
Enclosed please find copies of the following documents:

1. Resolution Of The Economic Development Authority Of The City Of Winchester, Virginia Approving The Issuance, In An Aggregate Principal Amount Not To Exceed \$132,700,000, Of Its Hospital Revenue Refund Bonds (Valley Health System Obligated Group), Series 2015, which was adopted by the Winchester EDA on May 26, 2015.
2. Series Resolution Of The Economic Development Authority Of The City Of Winchester, Virginia Authorizing, Among Other Things, The Issuance Of Its Hospital Revenue Refund Bonds (Valley Health System Obligated Group), Series 2015, which was adopted by the Winchester EDA on May 26, 2015.
3. Fiscal Impact Statement For Proposed Bond Financing dated May 26, 2015, signed by the Chairman of the Winchester EDA.
4. Summary Of Public Hearing conducted by the Winchester EDA at its May 26th meeting.
5. Proposed Resolution for consideration by Town Council.

Steven M. Burke, PE, Town Manager
Page 2

Please place this matter on the Town Council agenda for June 8th. A representative of Warren Memorial Hospital will attend the Town Council meeting. Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Michael L. Bryan", with a long horizontal flourish extending to the right.

Michael L. Bryan

MLB/smb
Enclosures

cc: Patrick Nolan, President
Warren Memorial Hospital
J. Kevin Dougherty, Esquire
Bond Counsel

RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF WINCHESTER, VIRGINIA APPROVING THE ISSUANCE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$132,700,000, OF ITS HOSPITAL REVENUE REFUNDING BONDS (VALLEY HEALTH SYSTEM OBLIGATED GROUP), SERIES 2015

WHEREAS, the Economic Development Authority of the City of Winchester, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to borrow money for the purpose of providing funds to finance the acquisition, construction, equipping, expansion, enlargement and improvement of medical facilities in order to provide modern and efficient medical services to the inhabitants of the Commonwealth of Virginia, to refinance medical facilities in order to reduce the costs to residents of the Commonwealth of utilizing such facilities and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Winchester Medical Center ("Winchester") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the City of Winchester, Virginia; and

WHEREAS, Shenandoah Memorial Hospital ("Shenandoah") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the Town of Woodstock, Virginia and the Town of New Market, Virginia; and

WHEREAS, Warren Memorial Hospital ("Warren") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the Town of Front Royal, Virginia; and

WHEREAS, Winchester, Warren and Shenandoah have requested that the Authority issue a series of its revenue refunding bonds (the "Bonds"), in an aggregate principal amount not to exceed \$132,700,000; and

WHEREAS, the Bonds will be issued for the purpose of making a loan to Winchester, Warren and Shenandoah (i) to refund all of the Authority's outstanding Hospital Revenue Bonds (Valley Health System Obligated Group), Series 2009E (the "Series 2009E Bonds"), issued on December 17, 2009 in the original aggregate principal amount of \$75,000,000 and currently outstanding in the aggregate principal amount of \$29,025,000, (ii) to refund all or a portion of the Authority's outstanding Hospital Revenue Bonds (Valley Health System Obligated Group), Series 2007 (the "Series 2007 Bonds"), issued on January 31, 2007 in the original aggregate principal amount of \$88,335,000 and currently outstanding in the aggregate principal amount of \$87,310,000, and (iii) to pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds; and

WHEREAS, the Series 2009E Bonds were issued for the purpose of providing funds, together with other available funds, (i) to pay, or reimburse Winchester for paying, all or a portion of the cost of (A) renovating, expanding and equipping certain portions of the general

acute care hospital and regional referral center known as Winchester Medical Center (the "Medical Center"), including the construction of a 400,000 square-foot, four-story bed tower to provide space for 54 additional beds for the step-down unit, the critical care unit and the observation unit, to provide space for 36 additional bassinets for the neo-natal intensive care unit, to allow for a future increase of up to 120 beds on two shelled floors, to relocate laboratory services, to expand cardiovascular services, including the addition of a catheterization laboratory and shelled space for up to six more such laboratories, and to expand the emergency room; and constructing and acquiring a new heating plant, boilers and emergency power generators in connection with such renovation, expansion and equipping of the Medical Center; (B) constructing and equipping a 60,000 square-foot outpatient diagnostic center; (C) constructing a 560 space parking deck for staff and patient parking; and (D) acquiring certain other capital equipment for use in or in connection with the Medical Center and renovating any space necessary or incidental to the installation of any such equipment (collectively, the "2009 Medical Center Project"); and (ii) to pay certain expenses incurred in connection with the authorization, issuance and sale of the Series 2009E Bonds; and

WHEREAS, the Series 2007 Bonds were issued for the purpose of providing funds, together with other available funds, (i) to finance or refinance for Winchester all or a portion of the cost of (A) renovating, expanding and equipping certain portions of the Medical Center, including the renovation of approximately 60,000 square feet of space at the main hospital building and other buildings at the Medical Center to accommodate patient care, laboratory and administrative services and other hospital functions, including the renovation and expansion of the emergency department, the addition of a new bariatric suite, the renovation of the labor and delivery department to accommodate new ultrasound and recovery areas, the renovation and expansion of the pharmacy, the renovation of the inpatient wing for a new, eight-bed neurology intensive care unit, and the relocation of laboratories, the biomedical department, administrative offices and clinical research facilities; (B) acquiring and installing a new nursery security system at the main hospital building at the Medical Center; (C) acquiring and installing a linear accelerator at a medical office building at the Medical Center; (D) acquiring and installing 12 new heat pump units at the physical and occupational therapy building located at the Medical Center; (E) acquiring and installing underground utility equipment at the Medical Center; and (F) acquiring certain other capital equipment for use in or in connection with the Medical Center and renovating any space necessary or incidental to the installation of any such equipment (collectively, the "2007 Medical Center Project"); (ii) to finance or refinance for Shenandoah all or a portion of the cost of (A) renovating, expanding and equipping certain portions of Shenandoah's medical care facilities operated as Shenandoah Memorial Hospital, including (1) the renovation of 1,500 square feet of space for the laundry facility at the main hospital building; (2) the construction of a 1,930-square foot addition to the north side of the main hospital building adjacent to the emergency department for the medical imaging department; and (3) the construction of a 17,690 square-foot addition to the south side of the main hospital building and renovation of 15,030 square feet of existing space for the ambulatory surgery unit; (B) constructing a one-story, 9,000 square-foot ambulatory care center (the "New Market Ambulatory Care Center"); (C) installing a new traffic signal on Route 11 at the main entrance to the main hospital building; (D) acquiring and installing a new medical/surgical nursing call system in the main hospital building; and (E) acquiring certain other capital equipment for use in or in connection with Shenandoah Memorial Hospital and renovating any space necessary or incidental to the installation of any such equipment (collectively, the "2007 Shenandoah

Memorial Hospital Project”); (iii) to finance or refinance for Warren all or a portion of the cost of (A) renovating, expanding and equipping certain portions of Warren’s medical care facilities operated as Warren Memorial Hospital, including (1) the construction of a 2,600 square-foot addition to the south side of Warren Memorial Hospital’s skilled nursing facility, the Lynn Care Center, for rehabilitation services; and (2) the renovation of 3,200 square feet of existing space in the main hospital building for laboratory services; (B) constructing and equipping a two-story, 36,000 square-foot ambulatory care center (the “Warren Ambulatory Center”); (C) acquiring a 3.8 acre parcel of land for construction of the Warren Ambulatory Center; (D) acquiring and installing a new medical gas system at the main hospital building; (E) acquiring a 151-acre parcel of land for future development within an exempt purpose of Warren (the “Future Facility Land”); and (F) acquiring certain other capital equipment for use in or in connection with Warren Memorial Hospital and renovating any space necessary or incidental to the installation of any such equipment (collectively, the “2007 Warren Memorial Hospital Project” and, together with the 2007 Medical Center Project and the 2007 Shenandoah Memorial Hospital Project, the “2007 Project”); (iv) to refinance for Shenandoah the outstanding Industrial Development Authority of Shenandoah County, Virginia Hospital Facilities Revenue Refunding Bonds (Shenandoah Memorial Hospital), Series 2003 (the “Shenandoah Series 2003 Bonds”); (v) to refinance for Warren the outstanding Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia Hospital Facilities Revenue Bonds (Warren Memorial Hospital), Series 2003 (the “Warren Series 2003 Bonds”); (vi) to fund a portion of the interest accruing on the Series 2007 Bonds during the construction period, and a reasonable period thereafter, of the 2007 Project; and (vii) to pay certain expenses incurred in connection with the authorization, issuance and sale of the Series 2007 Bonds; and

WHEREAS, the proceeds derived from the sale of the Shenandoah Series 2003 Bonds were applied to refund the Industrial Development Authority of Shenandoah County, Virginia Facility Revenue Bond (Shenandoah County Memorial Hospital), Series 1994 (Bank-Qualified), the proceeds of which were used to pay the costs of additions, improvements, renovations and equipment for Shenandoah Memorial Hospital and to pay financing costs and costs of issuance incurred in connection with the Shenandoah Series 2003 Bonds (the “2003 Shenandoah Project”); and

WHEREAS, the proceeds derived from the sale of the Warren Series 2003 Bonds were applied to finance or refinance all or a portion of the costs of: (a) refunding the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia Medical Facilities Revenue Bonds (Warren Memorial Hospital), Series 1992 (Bank-Qualified), the proceeds of which were used to refinance certain prior debt and to pay the cost of improvements, renovations and equipment for Warren Memorial Hospital; (b) acquiring, constructing, expanding and equipping the Lynn Care Center; (c) acquiring, constructing, renovating and equipping hospital facilities; (d) paying interest accruing on the Warren Series 2003 Bonds during the acquisition, construction, reconstruction, expansion and equipping of such facilities; and (e) paying certain issuance expenses incurred in connection with the Warren Series 2003 Bonds (the “2003 Warren Project”); and

WHEREAS, the Medical Center, the 2009 Medical Center Project and the 2007 Medical Center Project are located on a 166-acre campus bounded on the south by Amherst Street, on the west by Route 37, on the north approximately by Pond View Drive and a line extending from the

end of Pond View Drive west to Route 37, and approximately on the east by Linden Drive and Whitacre Street, with addresses currently ranging from 1830 to 1890 Amherst Street and from 190 to 400 Campus Blvd., Winchester, Virginia 22604; Shenandoah Memorial Hospital is located at 759 South Main Street, Woodstock, Virginia 22664; the New Market Ambulatory Care Center is located at 9166 North Congress Street, New Market, Virginia 22844; Warren Memorial Hospital is located at 1000 N. Shenandoah Avenue, Front Royal, Virginia 22630; the Lynn Care Center is located at 132 West 11th Street, Front Royal, Virginia 22630; the Warren Ambulatory Center is located at 120 North Commerce Avenue, Front Royal, Virginia 22630; and the Future Facility Land, which does not yet have an address, is a 151-acre parcel of land identified on the Town of Front Royal Tax Map No. 20A212-2, located north of John Marshall Highway and south of Happy Creek Road in Front Royal, Virginia; and

WHEREAS, the Medical Center, the 2009 Medical Center Project and the 2007 Medical Center Project are owned and operated by Winchester, whose sole corporate member is Valley Health System (“Valley Health”), also a Virginia nonstock corporation; and

WHEREAS, Shenandoah Memorial Hospital, the 2003 Shenandoah Project and the 2007 Shenandoah Memorial Hospital Project (other than the New Market Ambulatory Care Center) are owned and operated by Shenandoah, whose sole corporate member is Valley Health; and the New Market Ambulatory Care Center is operated by Shenandoah pursuant to an improvement lease; and

WHEREAS, Warren Memorial Hospital, the 2003 Warren Project and the 2007 Warren Memorial Hospital Project (other than the Warren Ambulatory Center) are owned and operated by Warren, whose sole corporate member is Valley Health; and the Warren Ambulatory Center is owned by Valley Health and operated by Warren; and

WHEREAS, prior to the issuance of the Bonds, it is required by applicable Virginia and federal law that a public hearing be held during which members of the public are given an opportunity to express their views on the proposed issuance of the Bonds; and

WHEREAS, the Authority held a public hearing today at 8:00 A.M. with respect to the issuance of the Bonds in accordance with applicable Virginia and federal law; and

WHEREAS, the Common Council of the City of Winchester, Virginia (the “Winchester City Council”), the Town Council of the Town of Woodstock, Virginia (the “Woodstock Town Council”), the Town Council of the Town of Front Royal, Virginia (the “Front Royal Town Council”) and the Town Council of the Town of New Market, Virginia (the “New Market Town Council”) must first approve (to the extent required by applicable Virginia and federal law) the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of the City of Winchester, Virginia:

1. It is hereby found and determined that the issuance of the Bonds will promote the health and welfare of the residents of the City of Winchester, Virginia and surrounding areas, will be in the public interest and will be consistent with the purposes of the Act.

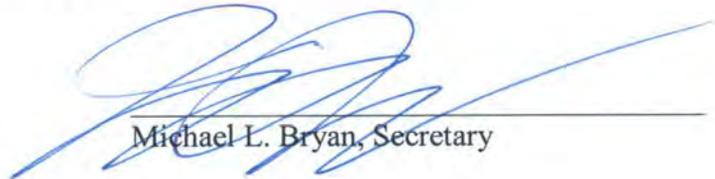
2. Pursuant to the authority granted to it by the Act, the Authority hereby approves the issuance of the Bonds, in an aggregate principal amount not exceeding \$132,700,000, to provide funds for the purpose of making a loan to Winchester, Warren and Shenandoah (a) to refund all of the Series 2009E Bonds, (b) to refund all or a portion of the Series 2007 Bonds and (c) to pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds.

3. The Chairman or Vice Chairman and the Secretary of the Authority are hereby authorized and directed to deliver to the Winchester City Council, the Woodstock Town Council, the Front Royal Town Council and the New Market Town Council, (i) a reasonably detailed summary of the comments expressed at the public hearing held in connection with the issuance of the Bonds, (ii) a fiscal impact statement concerning the Bonds in the form specified in Section 15.2-4907 of the Act and (iii) a copy of this resolution, which constitutes the recommendation of the Authority that the Winchester City Council, the Woodstock Town Council, the Front Royal Town Council and the New Market Town Council approve (to the extent required by applicable Virginia and federal law) the issuance of the Bonds.

4. The Authority shall perform such other acts and adopt such further resolutions as may be necessary or appropriate to implement this resolution.

5. This resolution shall take effect immediately upon its passage.

Adopted May 26, 2015.



Michael L. Bryan, Secretary



**SERIES RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF WINCHESTER, VIRGINIA AUTHORIZING, AMONG OTHER
THINGS, THE ISSUANCE OF ITS HOSPITAL REVENUE REFUNDING BONDS
(VALLEY HEALTH SYSTEM OBLIGATED GROUP), SERIES 2015**

WHEREAS, the Economic Development Authority of the City of Winchester, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to borrow money for the purpose of providing funds to finance the acquisition, construction, equipping, expansion, enlargement and improvement of medical facilities in order to provide modern and efficient medical services to the inhabitants of the Commonwealth of Virginia, to refinance medical facilities in order to reduce the costs to residents of the Commonwealth of utilizing such facilities and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Winchester Medical Center ("Winchester") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the City of Winchester, Virginia; and

WHEREAS, Shenandoah Memorial Hospital ("Shenandoah") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the Town of Woodstock, Virginia and the Town of New Market, Virginia; and

WHEREAS, Warren Memorial Hospital ("Warren") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the Town of Front Royal, Virginia; and

WHEREAS, Winchester, Warren and Shenandoah have requested that the Authority give final approval to the issuance of its Hospital Revenue Refunding Bonds (Valley Health System Obligated Group), Series 2015 (the "Series 2015 Bonds"), in an aggregate principal amount not to exceed \$132,700,000, for the purpose of making a loan to Winchester, Warren and Shenandoah (i) to refund all of the Authority's outstanding Hospital Revenue Bonds (Valley Health System Obligated Group), Series 2009E (the "Series 2009E Bonds"), issued on December 17, 2009 in the original aggregate principal amount of \$75,000,000 and currently outstanding in the aggregate principal amount of \$29,025,000, (ii) to refund all or a portion of the Authority's outstanding Hospital Revenue Bonds (Valley Health System Obligated Group), Series 2007 (the "Series 2007 Bonds"), issued on January 31, 2007 in the original aggregate principal amount of \$88,335,000 and currently outstanding in the aggregate principal amount of \$87,310,000, and (iii) to pay certain expenses incurred in connection with the authorization, issuance and sale of the Series 2015 Bonds; and

WHEREAS, there have been presented at this meeting draft copies of the following documents relating to the issuance of the Series 2015 Bonds:

(a) the Bond Purchase Agreement, to be dated as of the date of the sale of the Series 2015 Bonds (the "Bond Purchase Agreement"), among B.C. Ziegler and Company, acting on

behalf of itself, Wells Fargo Bank, National Association and Merrill Lynch, Pierce, Fenner and Smith Incorporated (collectively, the “Underwriters”), the Authority, Shenandoah, Warren and Winchester;

(b) the Trust Agreement, to be dated as of July 1, 2015 or such other date as shall be mutually agreed to by the parties thereto (the “Trust Agreement”), between the Authority and Regions Bank, as Bond Trustee (the “Bond Trustee”), the provisions of which relate to the issuance of and security for the Series 2015 Bonds;

(c) the Loan Agreement, to be dated as of July 1, 2015 or such other date as shall be mutually agreed to by the parties thereto (the “Loan Agreement”), among the Authority, Winchester, Warren and Shenandoah, pursuant to which the Authority will loan the proceeds of the Series 2015 Bonds to Winchester, Warren and Shenandoah, and Winchester, Warren and Shenandoah will agree to repay such loan and to pay certain other amounts as set forth therein;

(d) the Supplemental Indenture for Obligation No. 20, to be dated as of July 1, 2015 or such other date as shall be mutually agreed to by the parties thereto (“Supplemental Indenture No. 20”), among Shenandoah, Winchester, Warren, Hampshire Memorial Hospital, Inc., Page Memorial Hospital and Regions Bank, as successor master trustee (the “Master Trustee”), supplementing the Master Trust Indenture, dated as of September 1, 1986, between Winchester and the Master Trustee;

(e) Obligation No. 20 of Shenandoah, Warren and Winchester (“Obligation No. 20”), to be dated the date of its delivery;

(f) the Escrow Deposit Agreement, to be dated as of July 1, 2015 or such other date as shall be mutually agreed to by the parties thereto (the “2009E Escrow Deposit Agreement”), among the Authority, Winchester and Regions Bank, as Escrow Agent, relating to the Series 2009E Bonds;

(g) the Escrow Deposit Agreement, to be dated as of July 1, 2015 or such other date as shall be mutually agreed to by the parties thereto (the “2007 Escrow Deposit Agreement” and, together with the 2009E Escrow Deposit Agreement, the “Escrow Deposit Agreements”), among the Authority, Winchester, Warren, Shenandoah and Regions Bank, as Escrow Agent, relating to the Series 2007 Bonds; and

(h) the Preliminary Official Statement of the Authority (the “Preliminary Official Statement”), relating to the Series 2015 Bonds; and

WHEREAS, the Authority hereby finds that the use of the proceeds of the Series 2015 Bonds for the purposes hereinabove set forth will accomplish the public purposes set forth in the Act; and

WHEREAS, the Authority has determined that adequate provision has been made for the payment of the principal of, and the redemption premium, if any, and interest on the Series 2015 Bonds;

NOW THEREFORE, THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF WINCHESTER, VIRGINIA DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. Capitalized words and terms used in this Series Resolution and not defined herein shall have the same meanings in this Series Resolution as such words and terms are given in the Trust Agreement or the Loan Agreement.

Section 2. Pursuant to the authority granted to it by the Act, the Authority hereby authorizes the issuance of the Series 2015 Bonds in the aggregate principal amount not to exceed \$132,700,000. The Series 2015 Bonds shall be issued as fully registered bonds in Authorized Denominations. Payments of principal of and interest on the Series 2015 Bonds shall be made by the Bond Trustee to the registered owners of the Series 2015 Bonds in such manner as is set forth in the Trust Agreement.

Section 3. The Series 2015 Bonds shall be subject to mandatory, extraordinary and optional redemption and purchase in lieu of redemption at the times, upon the terms and conditions and at the prices set forth in the Trust Agreement.

Section 4. The Board hereby delegates to the Chairman of the Authority or, in his absence or unavailability, the Vice Chairman of the Authority, subject to the limitations and guidelines contained herein, the power to determine and carry out the following with respect to the Series 2015 Bonds:

(A) To determine the aggregate principal amount of the Series 2015 Bonds, not to exceed \$132,700,000;

(B) To determine the maturities and maturity amounts of, and the Sinking Fund Requirements for, the Series 2015 Bonds, the final maturity not to extend beyond January 1, 2044;

(C) To determine the interest payment dates and the interest rates for the Series 2015 Bonds, the true interest cost of which shall not in the aggregate exceed five and one-fourth percent (5.25%);

(D) To approve the sale of the Series 2015 Bonds and the purchase price for the Series 2015 Bonds, in accordance with the provisions of Section 10 of this Series Resolution; and

(E) To determine any other terms or provisions for the Series 2015 Bonds deemed advisable and not in conflict with the terms and provisions of this Series Resolution.

The execution and delivery of the Trust Agreement and the Bond Purchase Agreement, pursuant to Sections 6 and 7, respectively, of this Series Resolution, shall be conclusive evidence of the determinations or other actions taken by the Chairman of the Authority or, in his absence or unavailability, the Vice Chairman of the Authority pursuant to the authority granted in this Series Resolution.

Section 5. The proceeds of the Series 2015 Bonds shall be applied as provided in Section 208 of the Trust Agreement.

Section 6. The forms, terms and provisions of the Trust Agreement, the Loan Agreement and the Escrow Deposit Agreements are hereby approved in all respects and the Chairman or Vice Chairman and the Secretary of the Authority are hereby authorized and directed to execute and deliver the Trust Agreement, the Loan Agreement and the Escrow Deposit Agreements in substantially the forms presented to this meeting, together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary or appropriate, including, but not limited to, changes, modifications and deletions necessary to incorporate the final terms of the Series 2015 Bonds as shall be set forth in the Bond Purchase Agreement; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 7. The form, terms and provisions of the Bond Purchase Agreement are hereby approved in all respects and the Chairman or Vice Chairman of the Authority is hereby authorized and directed to execute and deliver the Bond Purchase Agreement in substantially the form presented to this meeting, together with such changes, modifications, insertions and deletions as the Chairman or Vice Chairman, with the advice of counsel, may deem necessary or appropriate; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 8. The forms, terms and provisions of Supplemental Indenture No. 20 and Obligation No. 20 are hereby approved in substantially the forms presented at this meeting, together with such changes, modifications and deletions as the Chairman or Vice Chairman, with the advice of counsel, may deem necessary or appropriate; and the execution and delivery of the Trust Agreement pursuant to Section 6 of this Series Resolution shall be conclusive evidence of the approval of Supplemental Indenture No. 20 and Obligation No. 20 by the Authority.

Section 9. The form of the Series 2015 Bonds set forth in the Trust Agreement is hereby approved in all respects and the Chairman or Vice Chairman and the Secretary of the Authority are hereby authorized and directed to execute, by manual or facsimile signature, as provided in such form of the Series 2015 Bonds, and to deliver to the Bond Trustee for authentication on behalf of the Authority, the Series 2015 Bonds in definitive form, which shall be in substantially the form presented to this meeting, together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary, appropriate and consistent with the Trust Agreement; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 10. The Authority hereby approves the sale of the Series 2015 Bonds to the Underwriters in a negotiated sale at a purchase price which may include an underwriting discount and original issue discount or premium, subject to the approval of the Chairman or Vice Chairman of the Authority.

Section 11. Upon their execution in the form and manner set forth in the Trust Agreement, the Series 2015 Bonds shall be deposited with the Bond Trustee for authentication, and the Bond Trustee is hereby authorized and directed to authenticate the Series 2015 Bonds and deliver the Series 2015 Bonds to the Underwriters against payment therefor.

Section 12. The Authority hereby approves the use and distribution of the Preliminary Official Statement in connection with the sale of the Series 2015 Bonds, and the Official Statement (the "Official Statement"), in substantially the form of the Preliminary Official Statement, with such changes as are necessary to reflect the maturities, redemption provisions and interest rates of the Series 2015 Bonds, is hereby approved. The Chairman or Vice Chairman is hereby authorized to execute, on behalf of the Authority, the Official Statement, in substantially such form, together with such changes, modifications and deletions as the Chairman or Vice Chairman, with the advice of counsel, may deem necessary or appropriate; and such execution shall be conclusive evidence of the approval thereof by the Authority. The Chairman or Vice Chairman is hereby further authorized to determine, and to certify or otherwise represent, on behalf of the Authority, when the Preliminary Official Statement is to be "deemed final" (except for permitted omissions) and when the Official Statement is a "final official statement" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The Authority hereby approves and authorizes the distribution and use of copies of the Official Statement, the Trust Agreement, the Loan Agreement and the Escrow Deposit Agreements by the Underwriters in connection with such sale.

Section 13. Regions Bank is hereby appointed Bond Trustee for the Series 2015 Bonds.

Section 14. Each of Ronald A. Mislowsky, Chairman of the Authority, and Michael L. Bryan, Secretary of the Authority, is hereby appointed as an Authority Representative under the Loan Agreement, with full power to carry out the duties set forth therein.

Section 15. The Depository Trust Company, New York, New York is hereby appointed as the initial Securities Depository for the Series 2015 Bonds, with Cede & Co., a nominee thereof, being the initial Securities Depository Nominee and initial registered owner of the Series 2015 Bonds.

Section 16. The Chairman, Vice Chairman and Secretary of the Authority are authorized and directed (without limitation except as may be expressly set forth herein) to take such action and to execute and deliver any such documents, certificates, undertakings, agreements or other instruments, as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by the Official Statement, the Trust Agreement, the Loan Agreement, the Escrow Deposit Agreements and the Bond Purchase Agreement, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the Authority.

Section 17. This Series Resolution shall take effect immediately upon its passage.

Adopted May 26, 2015.



67323000_3

A handwritten signature in blue ink, appearing to be 'Michael L. Bryan', written over a horizontal line.

Michael L. Bryan, Secretary

**FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING**

Date: May 26, 2015

Applicants: Winchester Medical Center, Shenandoah Memorial Hospital and Warren Memorial Hospital
Facilities: Facilities in the City of Winchester, Virginia, the Town of Woodstock, Virginia, the Town of Front Royal, Virginia and the Town of New Market, Virginia

		<u>City of Winchester</u>	<u>Town of Woodstock</u>	<u>Town of Front Royal</u>	<u>Town of New Market</u>	<u>Total</u>
1.	Maximum amount of financing sought.	\$90,864,740	\$11,814,090	\$29,750,989	\$270,181	\$132,700,000
2.	Estimated taxable value of the facility's real property to be constructed in the locality.	n/a	n/a	n/a	n/a	n/a
3.	Estimated real property tax per year using present tax rates.	n/a	n/a	n/a	n/a	n/a
4.	Estimated personal property tax per year using present tax rates.	n/a	n/a	n/a	n/a	n/a
5.	Estimated merchants' capital tax per year using present tax rates.	n/a	n/a	n/a	n/a	n/a
6.	(a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality.	\$0*	\$0*	\$0*	\$0*	\$0*
	(b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	\$0*	\$0*	\$0*	\$0*	\$0*
	(c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	\$0*	\$0*	\$0*	\$0*	\$0*
	(d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	\$0*	\$0*	\$0*	\$0*	\$0*
7.	Estimated number of regular employees on year round basis (FTEs).	2,500 FTE	252 FTE	433 FTE	13 FTE	3,198 FTE
8.	Average annual salary per employee.	\$59,594	\$59,234	\$53,793	\$92,509	\$66,300


 Chairman, Economic Development Authority
 of the City of Winchester, Virginia

* No impact. Refunding bonds only are being issued.

SUMMARY OF PUBLIC HEARING

A public hearing was held by the Economic Development Authority of the City of Winchester, Virginia (the "Authority") at 8:00 a.m. on May 26, 2015 regarding the approval of the issuance by the Authority of a series of its revenue refunding bonds (the "Bonds"), in an aggregate principal amount not exceeding \$132,700,000, for the purpose of making a loan or loans to Winchester Medical Center, a Virginia nonstock corporation, Warren Memorial Hospital, a Virginia nonstock corporation, and Shenandoah Memorial Hospital, a Virginia nonstock corporation. Proceeds of the Bonds will be used to undertake any or all of the following: (i) refund all of the Authority's outstanding Hospital Revenue Bonds (Valley Health System Obligated Group), Series 2009E, issued on December 17, 2009 in the original aggregate principal amount of \$75,000,000 and currently outstanding in the aggregate principal amount of \$29,025,000, (ii) refund all or a portion of the Authority's outstanding Hospital Revenue Bonds (Valley Health System Obligated Group), Series 2007, issued on January 31, 2007 in the original aggregate principal amount of \$88,335,000 and currently outstanding in the aggregate principal amount of \$87,310,000, and (iii) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds.

The Notice of Public Hearing was published on May 12, 2015 and May 19, 2015 in The Winchester Star and The Northern Virginia Daily.

A description of the facilities to be refinanced with the proceeds of the Bonds, and the location and purpose of each such facility, are more particularly set forth in the Notice of Public Hearing attached hereto.

The public hearing was held in the Council Chambers of the Common Council of the City of Winchester, Virginia at Rouss City Hall, 15 North Cameron Street, Winchester, Virginia. The hearing was open to the public, and persons interested in the issuance of the Bonds were given the opportunity to present their views.

Peter F. Gallagher, Senior Vice President and Chief Financial Officer of Valley Health System, was present in order to respond to any inquiries by the Authority. No member of the public spoke either for or against the issuance of the Bonds by the Authority.

After such public hearing, the Authority adopted a resolution recommending the approval of the issuance of the Bonds by the Common Council of the City of Winchester, Virginia, the Town Council of the Town of Woodstock, Virginia, the Town Counsel of the Town of Front Royal, Virginia and the Town Council of the Town of New Market, Virginia.

Economic Development Authority of
the City of Winchester, Virginia

By: 

Michael L. Bryan, Secretary

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA
WITH RESPECT TO THE ISSUANCE OF ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF WINCHESTER, VIRGINIA REVENUE REFUNDING BONDS FOR
WARREN MEMORIAL HOSPITAL

WHEREAS, Shenandoah Memorial Hospital (“Shenandoah”), Warren Memorial Hospital (“Warren”) and Winchester Medical Center (“WMC”), each a Virginia nonstock corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), have requested that the Economic Development Authority of the City of Winchester, Virginia (the “Winchester Authority”) issue a series of its revenue refunding bonds (the “Series 2015 Bonds”), in an aggregate principal amount not exceeding \$132,700,000; and

WHEREAS, the Series 2015 Bonds will be issued for the purpose of making a loan or loans to WMC, Warren and Shenandoah to undertake any or all of the following: (i) refund all of the Winchester Authority’s outstanding Hospital Revenue Bonds (Valley Health System Obligated Group), Series 2009E, (ii) refund all or a portion of the callable maturities of the Winchester Authority’s outstanding Hospital Revenue Bonds (Valley Health System Obligated Group), Series 2007 (the “Series 2007 Bonds”) and (iii) pay certain expenses incurred in connection with the authorization, issuance and sale of the Series 2015 Bonds; and

WHEREAS, a portion of the proceeds derived from the Series 2007 Bonds were applied (i) to finance or refinance for Warren all or a portion of the cost of (A) renovating, expanding and equipping certain portions of Warren’s medical care facilities operated as Warren Memorial Hospital, including (1) the construction of a 2,600 square-foot addition to the south side of Warren Memorial Hospital’s skilled nursing facility, the Lynn Care Center, for rehabilitation services; and (2) the renovation of 3,200 square feet of existing space in the main hospital building for laboratory services; (B) constructing and equipping a two-story, 36,000 square-foot ambulatory care center (the “Warren Ambulatory Center”); (C) acquiring a 3.8 acre parcel of land for construction of the Warren Ambulatory Center; (D) acquiring and installing a new medical gas system at the main hospital building; (E) acquiring a 151-acre parcel of land for future development within an exempt purpose of Warren; and (F) acquiring certain other capital equipment for use in or in connection with Warren Memorial Hospital and renovating any space necessary or incidental to the installation of any such equipment (collectively, the “2007 Warren Memorial Hospital Project”); (ii) to refinance for Warren the outstanding Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia Hospital Facilities Revenue Bonds (Warren Memorial Hospital), Series 2003 (the “Series 2003 Bonds”); (iii) to fund a portion of the interest accruing on the Series 2007 Bonds; and (iv) to pay certain expenses incurred in connection with the authorization, issuance and sale of the Series 2007 Bonds; and

WHEREAS, the proceeds derived from the sale of the Series 2003 Bonds were applied to finance or refinance all or a portion of the costs of: (a) refunding the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia Medical Facilities Revenue Bonds (Warren Memorial Hospital), Series 1992 (Bank-Qualified), the proceeds of which were used to refinance certain prior debt and to pay the cost of improvements, renovations and equipment for Warren Memorial Hospital; (b) acquiring, constructing, expanding and

equipping the Lynn Care Center; (c) acquiring, constructing, renovating and equipping hospital facilities; (d) paying interest accruing on the Series 2003 Bonds during the acquisition, construction, reconstruction, expansion and equipping of such facilities; and (e) paying certain issuance expenses incurred in connection with the Series 2003 Bonds (the "2003 Warren Memorial Hospital Project" and, together with the 2007 Warren Memorial Hospital Project, the "Warren Hospital Project"); and

WHEREAS, Warren has requested approval (to the extent required by applicable Virginia law and the Code) by the Town Council of the Town of Front Royal, Virginia (the "Town Council") of the issuance by the Winchester Authority of the Series 2015 Bonds; and

WHEREAS, Section 147(f) of the Code provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of the bonds and Section 15.2-4906 of the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), sets forth the procedure for such approval; and

WHEREAS, the Warren Hospital Project to be refinanced with the proceeds of the Series 2015 Bonds is located in the Town of Front Royal, Virginia ("Front Royal") and the Town Council constitutes the highest elected governmental unit of Front Royal; and

WHEREAS, the Winchester Authority adopted an approval resolution (the "Winchester Approval Resolution") with respect to the Series 2015 Bonds on May 26, 2015, after holding a public hearing on the issuance of the Series 2015 Bonds, which constitutes the recommendation by the Winchester Authority that the Town Council approve the issuance of the Series 2015 Bonds by the Winchester Authority in order to comply with Section 147(f) of the Code and Section 15.2-4906 of the Act; and

WHEREAS, a copy of the Winchester Approval Resolution, a certificate evidencing conduct of the public hearing, and a Fiscal Impact Statement have been filed with the Town Council;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA:

1. The Town Council approves the issuance of the Series 2015 Bonds by the Winchester Authority with respect to the Warren Hospital Project located in Front Royal as required by Section 147(f) of the Code and Section 15.2-4906 of the Act.

2. The Town Council's approval of the issuance of the Series 2015 Bonds by the Winchester Authority does not constitute an endorsement to a prospective purchaser of the Series 2015 Bonds or the creditworthiness of Warren. The issuance of the Series 2015 Bonds shall not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or Front Royal, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, including Front Royal, shall be pledged to the payment of the Series 2015 Bonds. Front Royal shall not be obligated to pay the Series 2015 Bonds or the

Interest thereon or other costs incident thereto. Warren shall pay any costs and expenses (and indemnify for any damages) of Front Royal incurred with respect to the Series 2015 Bonds.

3. This resolution shall take effect immediately upon its adoption.

Adopted by the Town Council of the Town of Front Royal, Virginia this 8th day of June, 2015.

APPROVED:

Timothy W. Darr, Mayor

Attest:

Jennifer E. Berry, CMC, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2014 upon the following recorded vote:

John P. Connolly	<u>Yes/No</u>	Bret W. Hrbek	<u>Yes/No</u>
Hollis L. Tharpe	<u>Yes/No</u>	Eugene R. Tewalt	<u>Yes/No</u>
Bebhinn C. Egger	<u>Yes/No</u>	Daryl L. Funk	<u>Yes/No</u>

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____