



TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING
Monday, September 26, 2016 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of September 19, 2016
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
*** Report from EDA Executive Director Jennifer McDonald**
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – **(ROLL CALL VOTE REQUIRED)**
 - A. COUNCIL APPROVAL – Microsoft Enterprise Agreement - License Renewal
 - B. COUNCIL APPROVAL – Donation of Town Flag to Christendom College
 - C. COUNCIL APPROVAL – Utility Contribution for Warren Heritage Society
 - D. COUNCIL APPROVAL – Resolution of Support - Lottery for Localities
8. **COUNCIL APPROVAL** – Special Use Permit on Jefferson Avenue - Gary Bunch (*2nd Reading*)
9. **COUNCIL APPROVAL** – Special Exception Application – FRLP (*1st Reading*)

7A



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

Page 1
Item No. 7(A)

Meeting Date: September 26, 2016

Agenda Item: COUNCIL APPROVAL – Microsoft Enterprise Agreement - License Renewal

Summary: Council is requested to approve the renewal of the Microsoft Enterprise Agreement that licenses 96 workstations with Windows 7 or 10; 120 users for Office 365 G3 Cloud (Office 2016); 5 users for Visio Pro; 3 licenses for Windows Server Datacenter Edition at a cost of \$32,520.16 per year with a 3-year commitment. Additions or deletions may change the monetary commitment each year. This purchase is from Virginia State Contract and did not need to be sent out for bids. They are the only authorized Microsoft Large Account Reseller on the Virginia Information Technology (VITA) website.

Budget/Funding: Budget Line Item 1204-43053 “Computer Licensing”

Attachments: Renewal Agreement and Memorandum from Purchasing Agent

Meetings: Work Session held September 19, 2016

Staff Recommendation: Approval X 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 renewal of the Microsoft Enterprise Agreement that licenses 96 workstations with Windows 7 or 10; 120 users for Office 365 G3 Cloud (Office 2016); 5 users for Visio Pro; 3 licenses for Windows Server Datacenter Edition at a cost of \$32,520.16 per year with a 3-year commitment. I further move that Council authorize the Town Manager to sign all necessary documents for the renewal.

*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

Date: September 20, 2016
To: Tina Presley, Senior Administrative Assistant
Jenifer Berry, Clerk of Court
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

During the September 19 Town Council work session, Todd Jones, Director of Information Technology presented the Microsoft Enterprise Agreement, which is to be renewed by the end of this month. Council directed him to move this purchase forward to the next agenda for formal approval.

As this purchase will be from Virginia State Contract #VA-131017-SHI, it did not need to be sent out for bids. The retailer is SHI International Corporation located in Somerset, New Jersey. They are the only authorized Microsoft Large Account Reseller on the Virginia Information Technology (VITA) website.

Due to the dollar amount of this purchase, I will need Town Council approval before generating a Purchase Order. Please add this item to the September 26, 2016 agenda for their action.

Staff recommends the purchase of a Microsoft Enterprise Agreement be made through the SHI VITA State Contract in the amount of \$32,520.16.

Funding for this purchase is available in the FY17 IT budget line item 1204-43053 "Computer Licensing".

Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. Online Services manager.

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity* Town of Front Royal

Contact name*: First Todd Last Jones

Contact email* tjones@frontroyalva.com

Street address* 102 E. Main St.

City* Front Royal State* VA Postal code* 22630-3337

Country* United States

Phone* 540 631 2789 Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. Customer Support Manager (CSM):

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. Primary contact information:

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of Entity* Town of Front Royal

Contact name*: First Todd Last Jones

Contact email* tjones@frontroyalva.com

Street address* 102 E. Main St.

City* Front Royal State* VA Postal code* 22630-3337

Country*: United States
Phone* 540 631 2789 Fax

7. Notices contact and online administrator information:

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of Entity* Town of Front Royal

Contact name*: First Todd Last Jones

Contact email* tjones@frontroyalva.com

Street address* 102 E. Main St.

City* Front Royal State* VA Postal code* 22630-3337

Country*: United States

Phone* 540 631 2789 Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	47659173	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	4999571		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Managed Device” means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) Late true-up order.** If the true-up order or update statement is not received when due:
- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
 - 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate’s request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate’s Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate’s price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any Early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Town of Front Royal

Contact name* First Todd **Last** Jones

Contact email address* tjones@frontroyalva.com

Street address* 102 E. Main St.

City* Front Royal

State/Province* VA

Postal code* 22630-3337-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 540 631 2789

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Todd Last Jones
Contact email address* tjones@frontroyalva.com
Street address* 102 E. Main St.
City* Front Royal
State/Province* VA
Postal code* 22630-3337 -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 540 631 2789

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Todd Last Jones
Contact email address* tjones@frontroyalva.com
Phone* 540 631 2789

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State/Province* NJ
Postal code* 08873
Country* United States
Contact name* Danielle Sydlo
Phone* 888-764-8888
Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* _____</p> <p>Printed name*</p> <p>Printed title*</p> <p>Date*</p>

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Town of Front Royal

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	4999571	X	X

Proposal ID

0512181.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	96	120	0.8	No	User Licenses

Products	Enterprise Quantity
Windows Desktop	
Windows Enterprise OS Upgrade	96
Office 365 Gov Plans	
Office 365 GOV E3	120

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win E3 + Win E5 + Win VDA + Enterprise Cloud Suite USL
Quantity	120	120	0	96

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Program Signature Form

MBA/MBSA number	<input type="text"/>	<input type="text"/>
Agreement number	01E73968	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-12057
Sub250 Form	W29
Product Selection Form	0512181.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Town of Front Royal
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name _____
Printed Title _____
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Enterprise

Sub 250 Program Amendment ID W29

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input checked="" type="checkbox"/>
--	-------------------------------------

By checking the above box, a new section is added to the Enrollment entitled “Software Assurance addition.”

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be

transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	4999571	9/30/2016

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Physically Submitted

7B



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

Page 1
Item No. 7(B)

Meeting Date: September 26, 2016

Agenda Item: COUNCIL APPROVAL – Donation of Town Flag to Christendom College

Summary: Council has received a request from Ms. Theresa Francis, Special Events Manager of Christendom College seeking the purchase of a Town Flag to display in their school. Council is requested to approve the donation of the flag to the college. The cost of the flag is \$191.00.

Budget/Funding: 1101-45428 – Town Council – Community Relations

Attachments: Request from Ms. Francis

Meetings: Work Session held September 19, 2016

Staff

Recommendation: Approval X 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 donation of a Town Flag to Christendom College in the amount of \$191.00.

*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

From: Theresa Francis <theresa.francis@christendom.edu>

Date: Monday, August 29, 2016 at 3:18 PM

To: Steve Burke <sburke@frontroyalva.com>

Subject: Flag for the Town of Front Royal

Hi Steve,

The office of the Town of Front Royal directed me to you:

I am looking to purchase a flag of the Town of Front Royal, to display at our school, Christendom College.

Would you be able to help me purchase one by September 6th? If so, how much would it be?

Thank you!

Ms. Theresa Francis

Special Events Manager



Christendom College

134 Christendom Drive, Front Royal, VA 22630

office: 540-636-2900 ext. 1342 | cell: 703-927-0151

email: theresa.francis@christendom.edu

7C



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

Page 1
Item No. 7(C)

Meeting Date: September 26, 2016

Agenda Item: COUNCIL APPROVAL – Utility Contribution for Warren Heritage Society

Summary: The Executive Director of the Warren Heritage Society has requested an in-kind donation to offset utility expenses incurred by the Society in the amount of \$15,000 for services at 101 Chester Street for FY2016-2017. Council has approved similar requests for the last two years from the Society. Council is requested to consider the in-kind donation in the amount of \$15,000. Council further requests that the Warren Heritage Society make efforts to improve the efficiency of their buildings and report these efforts prior to requesting continued donations in the future.

Budget/Funding: Funds from Electric, Water and Sewer Fund Reserves

Attachments: Letter from the Executive Director of the Warren Heritage Society

Meetings: Work Sessions held August 1, September 6 and September 19, 2016.

Staff

Recommendation: Approval X Denial

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

Proposed Motion: In accordance with the authority granted local governments by Virginia Code Section 15.2-953, I move that Council make a donation of \$15,000 from the FY2016-2017 Budget, to be used toward payment of the utility bills beginning September 2015 of the Warren Heritage Society, Inc., a Virginia non-profit organization in the Town of Front Royal that is engaged in commemorating historical events, located at 101 Chester Street. I further move that Council requests the Warren Heritage Society make efforts to improve the efficiency of their buildings and report these efforts prior to requesting continued donations in the future.

*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

July 21, 2016

To: Honorable Timothy W. Darr
Mayor, Town of Front Royal &
Members of Town Council, Town of Front Royal

From: Patrick Farris
Executive Director, Warren Heritage Society

Re: Cooperation between the Town of Front Royal and the Warren Heritage Society

Mayor Darr and Members of the Front Royal Town Council,

It is an honor to be able to correspond with you concerning the cooperative relationship enjoyed between the Town of Front Royal and the Warren Heritage Society. It is our mission but also our pleasure at the Warren Heritage Society to work with the staff and officials of the Town of Front Royal to advance the Front Royal and its rich history and heritage in the minds of the visiting public and for the benefit of our own local population.

To that end, the Warren Heritage Society would like to respectfully request that the Town of Front Royal extend to the Warren Heritage Society the abeyance on utilities fees initially put in place by Council. This service by the Town to the Society is of immense importance to our ability to maintain financial solvency and health, as well as our ability to continue providing the programming and services that we offer. I would like, then, to take this opportunity to enumerate some of the ways in which our public-private partnership benefits the Town of Front Royal.

Preservation

Since 1979 the Warren Heritage Society has engaged in the preservation of historic structures such as the Ivy Lodge, Belle Boyd Cottage, Balthis House and Fairview. The Society also provides materials from its Archives in assistance to property owners preserving their own structures.

Programming

Programming for all ages is available throughout the year for free or for a minimal fee to the public, and the staff of the Society is constantly engaged in public outreach to other entities, including and especially to schools.

Festival of Leaves

Our annual festival attracts over 20,000 visitors to downtown Front Royal every second Saturday in October, and has been regularly held and growing since 1971.

Archives

The Laura Virginia Hale Archives is the only official repository of historical records for the Town and for Warren County, and research is open to the public 12 months out of the year from Monday through Friday in a modern, fully staffed facility.

Materials Collection

The Society maintains a collection of artifacts from the Town and County's past, allowing for state-of-the-art exhibits. The Society mounts exhibits annually, and mounts special exhibits in cooperation with other institutions such as the Town, for which we have two case exhibits currently mounted (one in the new Town Administration Building, and one in the Visitor Center).

Museums

The Society provides three museums which are open to the public year-round on Chester Street, allowing for destination tourism and adding to the amenities and open sites to which the Town's staff at the Front Royal Visitor Center may direct travelers.

Commemorative Events

The Society is always prepared to cooperate with the Town, County and State on commemorative activities. In 2007 we cooperated with the state's 400th Jamestown anniversary, in 2011 we cooperated with the County on Warren's 175th anniversary, in 2013 we cooperated with the Town on Front Royal's 225th anniversary, and this year we helped plan the first annual Battle of Front Royal Commemorative Reenactment. Cooperation takes many forms, including research, event planning, historic trail and marker design, and much more.

Battlefield Tours

The Society provides battlefield tours for Civil War battles which raged through Front Royal and Warren County. Of the five major engagements which took place in Warren County during the war, three took place in part through the Town: The Battle of Front Royal, the Battle of Wapping Heights/Manassas Gap, and the Battle of Guard Hill.

We would hope that the Town of Front Royal would see these activities of the Warren Heritage Society as assisting the Town and providing valuable services that the Town is not currently equipped to provide, and maintaining those services and programs as readily available to the public.

Please do not hesitate to contact me at any time concerning these services or this request, and as always I am grateful for the opportunity to work with the Town in order to achieve our common goals. Thank you so much for your time and consideration.

Most sincerely,

Patrick Farris
Executive Director
Warren Heritage Society
101 Chester Street
Front Royal, VA 22630
whsexecutivedirector@comcast.net
(540) 636-0702, ext. 11

7D



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

Page 1
Item No. 7(D)

Meeting Date: September 26, 2016

Agenda Item: COUNCIL APPROVAL – Resolution of Support - Lottery for Localities

Summary: Council has received a request from the Nottoway County Communities, specifically the Mayor of the Town of Crewe, Greg Evans, requesting a change to the current Virginia state law to allow a 5% return of lottery sales to Virginia localities. Council is requested to approve a Resolution of Support and to direct the Clerk of Council to send the resolution, once approved, to those state representatives listed in the Resolution.

Budget/Funding: None

Attachments: Resolution

Meetings: Work Session held September 19, 2016

Staff Recommendation: Approval X 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 Resolution of Support pertaining to Lottery for Localities and direct the Clerk of Council to send the approved Resolution of Support to those representatives listed in the Resolution.

*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



Town of Front Royal, Virginia



**RESOLUTION OF SUPPORT
LOTTERY FOR LOCALITIES**

WHEREAS, the Town of Front Royal has a number of major unfunded capital initiatives that could be advanced if funding sources were identified; and,

WHEREAS, the General Assembly could consider allocating five percent (5%) of the “prize pool” from the Virginia Lottery sales to the general revenue fund of the localities where the sales originated; and,

WHEREAS, this reallocation of funds would not affect the funding provided to public school funding or to the operation of the Lottery program; and,

WHEREAS, this revenue infusion would provide the Town with a positive impact on our community;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia hereby requests that the Honorable Senator Mark D. Obenshain, the Honorable Delegate Todd C. Gilbert, the Honorable Delegate Michael J. Webert, and the Honorable Delegate Christopher E. Collins, our elected representatives of the Town of Front Royal in the General Assembly, champion this initiative and make legislation to enact the “Lottery for Localities” a priority in the 2017 session.

Adopted this 26th day of September, 2016

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 on _____ 2016, upon the following recorded vote:

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

Approved as to Form and Legality:

Douglas W. Napier, Esq., Town Attorney

Date: _____

*A Joint Petition
from the representatives of the citizens of Nottoway County, Virginia*



344 West Courthouse Road
P.O. Box 92
Nottoway, Va 23933
434-645-8696
nottoway@nottoway.org

Senator Frank Ruff
P.O. Box 332
Clarksville, VA 23927

14 July 2016

Delegate Thomas C. Wright, Jr.
P.O. Box 1323
Victoria, Va 23974

Subject: Lottery for Localities



100 West Elm Street
Blackstone, Va 23824
434-292-7251
Info@townofblackstoneva.com

Gentlemen;

We are requesting a 'Lottery for Localities'. Specifically we are requesting legislation that will allocate 5% of total lottery sales back to the general revenue funds of localities where those sales originated. It is envisioned the allocation will be culled from total sales and subtracted from that portion of the lottery pool designated as the 'prize pool' (approximately 60.6% of sales). In this way, the public school funding allocation (approximately 29% of sales) is untouched. No monies are diverted from public education by our formula.



224 Second Street
Burkeville, Va 23922
434-767-4095
Burkeville1@embarqmail.com

The attached background paper and plan provides facts in regards to the Virginia State Lottery in Nottoway County (as a case study of a Virginia community). It outlines what we envision as a course for action that will benefit all Virginia's localities and Virginia's citizens. This plan has been presented to the governing bodies of the three towns and the county. These governing bodies have voted for support of this plan and seek legislation that will implement this concept to the benefit of all Virginians.



125 East Carolina Ave.
Crewe, Va 23930
434-645-9453
creweva@embarqmail.com

The revenue infusion a 'Lottery for Localities' can provide to local governments will have a positive impact for cash strapped rural communities facing an ever shrinking business and community tax base while demands for public services rise. We feel this is a discussion that needs to be initiated across the Commonwealth with local governments and state officials. We are open to constructive dialogue and suggestions on how make this concept a reality.

By copy of this letter, we are formally requesting the Virginia Municipal League and the Virginia Association of Counties to make this legislation a priority on their respective legislative agenda for the 2017 session.

Respectfully,

Hon. Greg Eanes
Mayor
Town of Crewe

Hon. William C. Coleburn
Mayor
Town of Blackstone

Hon. Joe Morrisette
Mayor
Town of Burkeville

Hon. Gary Simmons
Chairman
Nottoway County Board of Supervisors

Cc:

Virginia Municipal League
P.O. Box 12164
Richmond, Va 23241

Virginia Association of Counties
1207 East Main Street, Suite 300
Richmond, Va 23219-3627

Hon. Riley E. Ingram
Chair, Cities, Counties and Towns
3302 Oaklawn Boulevard
Hopewell, Va 23860

Sen. Thomas K. Norment
Co-Chair, Senate Finance
P.O. Box 6205
Williamsburg, Va 23188

Hon. Chris S. Jones
Chair, Appropriations Committee
P.O. Box 5059
Suffolk, Va 23435-0059

Sen. Bill Stanley
Chair, Local Government
13508 Booker T. Washington
Highway
Moneta, Va 24121

Sen. Emmett Hanger
Co-Chair, Senate Finance
P.O. Box 2
Mount Solon, Va 22843-0002

Lottery for Localities

A Course for Action

1. Background: The Virginia State Lottery is a \$1.8 billion¹ state run enterprise. The sales of lottery tickets are untaxed by localities. The lottery been referred to as a ‘backdoor tax’ or ‘regressive tax’ in which the poor give money to the state government.² Lottery spending drains rural communities of dollars that might otherwise be spent energizing our local economies by generating local retail sales as well as meals, gas and lodging taxes for our local general revenue. Virginia Lottery disbursements for calendar year 2015 resulted in an estimated \$1.166 billion (60.6%) devoted to prizes; \$103 million (5.6%) was paid out to retailers and \$90.8 million (4.9%) was devoted to operating costs. That left \$533.8 million (28.9%) to be distributed to Virginia’s public school systems in accordance to a state formula.³

2. Local Sales: In response to a request for information, the Virginia Lottery submitted the data below reflecting the Nottoway County calendar year 2015 sales of Virginia Lottery tickets.⁴



The graphic contains the Virginia Lottery logo (a hand holding a green chip) and the slogan 'we're game virginia lottery'. To the right, the text reads: 'OFFICIAL LOTTERY RECORD TOTAL SALES: CERTAIN ZIP CODES CALENDAR YEAR 2015'.

<u>ZIP Code</u>	<u>Total Sales</u>
23824	\$3,676,892.25
23922	\$495,168.25
23930	<u>\$2,035,514.50</u>
Sum:	\$6,207,575.00

3. Local Education Return: The \$6.2 million in local sales results in just over \$2 million a year returning to Nottoway County Schools. Lottery proceeds are paid to the county school system twice a month. The formula used by the lottery to return monies to school systems is not based on locality sales but on a student per capita formula. For example, Fairfax County, the fastest growing county in Virginia and among the ten richest in the nation, received over \$36 million in lottery proceeds in FY2015.⁵

¹ 2015 figures from the Virginia State Lottery website. \$1.844 billion in sales.

² It is not our intent to suggest the lottery should be abolished, only to make an observation.

³ See Virginia Lottery website for the overall breakdown.

⁴ Phone inquiry and E-mail dated 19 May 2016, Greg Eanes to Amy Roper, Policy, Process and Legal Document Administrator, Va State Lottery; E-mail response dated 23 May from Roper to Eanes, with attachment.

⁵ See Virginia Lottery for payouts, https://www.valottery.com/playing_matters.aspx.

4. Prior Efforts at Taxation: In the 2012 Legislative Session Senator Frank Ruff proposed a bill for a sales tax on the purchase of lottery tickets. The Virginia Municipal League supported the measure. The Virginia Lottery opposed the bill and was successful in defeating the bill during the Senate Finance Committee hearing. VML Director of Fiscal Policy Neal Menkes says, “To the best of my knowledge no attempt has been made since 2012.”⁶

5. Virginia Constitution: VML advises the Virginia Constitution, specifically Article X, Section 7-A “*explicitly identifies public education as the sole purpose of Lottery proceeds.*” The Virginia General Assembly can redirect a portion of the Lottery Proceeds Fund for other purposes but it requires a 4/5 majority vote in both Houses (32 Senators and 80 House members).⁷ The power to change the formula to benefit all Virginia communities rests with the Virginia General Assembly.

6. Observations: Using 2015 lottery sales figures, if the Nottoway County lottery sales were taxed at 5% or had a 5% kick-back to locality general revenue funds, the county and towns would take in \$310,378.74.⁸ It is envisioned the 5% formula be split between the County and the Towns with the County receiving 40% of the total revenues generated in the incorporated towns and 100% of total revenues generated by retail outlets outside of the towns. Using 2015 sales figures this would result in the following (estimated):

Blackstone	\$110,306.77 (-)
Burkeville	\$15,455.05
Crewe	\$61,065.43
Nottoway County	\$124,151.49 (+)
Grand Total	\$310, 978.74

Note: Three of the 23824 outlets are outside of Blackstone and in the County therefore the actual total for Blackstone would be less and the total for the county would be more. The data used was requested from the Lottery based on the zip codes of the Lottery retail outlets.

While larger communities might view these amounts as ‘chump change’, they do represent significant sums to rural communities. If Crewe received an additional \$61,000 it could pay down the debt from government mandates, improve infrastructure, etc. These are monies that could help town governments take care of big ticket items and desired community development projects which it seldom has funds to address.

Using 2015 figures, state lottery total sales were \$1.844 billion. Pulling off 5% off the total sales would result in \$92,200,000 that could be returned to localities.

Taking \$92.2 million from the 2015 prize payout portion *only* would reduce the payout fund from \$1.166 billion to 1.073 billion and does not take away from the amount returned to local

⁶ E-mail dated 19 May 2016 from Neal Menkes to Eanes.

⁷ Ibid.

⁸ Of course this would fluctuate depending on annual sales. The estimated 5% levy on 2015 sales for the 23824 zip code would equate to \$183,844.61; on 23922 sales equates to \$24,758.41 and 23930 sales at \$101,775.73.

school systems.⁹ Lottery jackpots are announced ahead of sales. The diversion of the 5% of sales is invisible to individual players and will not impact those announcements nor deter people from playing the lottery.

Lottery returns to localities should be based on local sales and not a per capita basis. In this way, we in the locality only get a percentage of what is generated in our localities.

Further, the lottery funds that come to the localities should be unrestricted and for our general revenue to address local needs.

This should be viewed as a bi-partisan effort which benefits all Virginia's taxpayers and local governments regardless of the size of their populations.

7. Proposed Course of Action:

- a. Enact legislation to allocate 5% of total lottery sales to the localities in which the sales are made.
 - i. Only the prize payout portion of the funds will be impacted (trimmed from 60.6% to 55.6% of total lottery allocations);
 - ii. These funds are to be culled by the Virginia Lottery from sales and placed in a separate 'Lottery for Localities' fund until payout;
 - iii. Payouts to localities to be made on a quarterly basis;
 - iv. Payouts to localities will go to incorporated town, county or city general revenue funds, based on total lottery sales in those localities;
 - v. Payouts to localities will be unrestricted in how they are spent.
 - vi. County governments would receive up to 40% of incorporated town lottery proceeds unless the county government opts for a lower percentage at the local level.
- b. Phased Implementation:
 - i. Legislation passed in the 2017 session will take effect on 1 July 2017.
 - ii. It is envisioned the 5% would be culled from the last six months of 2017 sales and these could be paid by 15 January 2018 with follow-on payments after every quarter.

⁹ It is envisioned the new formula could be locked in as follows: Prize Pool, 55.6%, Lottery for Localities Fund, 5%, Retailers, 5.6%, Operating Costs, 4.9% and Public School Fund, 28.9%.

- iii. This phased implementation gives the Virginia State Lottery more than six months to orchestrate the administrative procedures to accommodate the new legislative mandate while building the 'Lottery for Localities' pool.

-end-

A Lottery For Localities

- Background
- Proposal
- Courses for Action



Background

- Virginia Lottery is a **\$1.8 billion** state enterprise.
- **Per Virginia Constitution**, Lottery proceeds go to education
 - Lottery allocations go directly to school systems
- **Lottery Sales are ‘untaxed’ at the local level**
 - Cities, Counties and Towns receive no general fund revenues
- **Result: The lottery takes money out of our local economies and the locality tax base.**

Proposed Legislation

- **Give Localities a 5% refund on local lottery sales.**
 - Cities get 100% of that 5% generated from their community
 - Towns get 60% of 5% generated in their community with 40% going to County
 - County government gets 100% of lottery sales generated in 'county' area only
- **All refunds go to general revenue fund for locality's unrestricted use.**
 - Pay down debt, fund EMS, projects, general revenue
- **Refunds to come from 'Prize Pool' allocations only**
- **School allocations remain untouched**

Formula

Breakdown	Current Formula	Proposed Formula	Difference	School Allocations Remain Untouched Minimal impact on prize pool
Prize Pool	60.6%	55.6%	-5%	
Retailer Pool	5.6%	5.6%	No change	
Operations	4.9%	4.9%	No change	
Education	28.9%	28.9%	No change	
Locality	0%	5%	+5%	

Key Points

Using 2015 prize pool as example, this plan would reduce the prize pool \$92 million dollars from \$1.166 billion to \$1.073 billion

Money is culled from the top so it will have no impact on sales.

- Will not deter players who routinely play or play for the advertised prize.

Local Snapshot – A Town



we're game
virginia lottery

OFFICIAL LOTTERY RECORD TOTAL SALES: CERTAIN ZIP CODES CALENDAR YEAR 2015

<u>ZIP Code</u>	<u>Total Sales</u>
23824	\$3,676,892.25
23922	\$495,168.25
23930	<u>\$2,035,514.50</u>
Sum:	\$6,207,575.00

23930 = Town of Crewe

Population: 2,241

Housing Units: 1,215

Median Household Income: \$40,000

Individuals Below Poverty Level: 24%

2015 Lottery Sales: \$2,035,514.50

*Nearly a thousand dollars per resident;
\$1,675 per household*

General Revenue Income if Taxed at 5%

\$101,775.00

Under Proposed Split:

County: 40% - \$40,709.57

Town: 60% - \$61,065.43

Local Snapshot-A County



we're game
virginia lottery

OFFICIAL LOTTERY RECORD TOTAL SALES: CERTAIN ZIP CODES CALENDAR YEAR 2015

<u>ZIP Code</u>	<u>Total Sales</u>
23824	\$3,676,892.25
23922	\$495,168.25
23930	<u>\$2,035,514.50</u>
Sum:	\$6,207,575.00

General Revenue Income if Taxed at 5%: \$310,978.74

Under Proposed Split:

County: 40% = \$124,151.49 (+)

Blackstone: \$110,306.77 (-)

Burkeville: \$15,455.05

Crewe: \$61,065.43

Courses for Action

- **VML and VaCO Support**
 - ***Make this a 2017 Legislative Priority***
 - ***All localities and all citizens benefit***
- **City, Towns and County Support**
 - Make this a 2017 Legislative Priority
 - Alexandria, Poquoson, Martinsville, Petersburg, Danville, Goochland Co, Sussex Co, Lunenburg Co, Henry Co, Nottoway Co, Giles Co, and others in support or in discussions; several on 'Legislative Agenda'
- **Phased Implementation**
 - Envision 5% culled from last six months of 2017
 - **First Installment to be paid by 15 January 2018**
 - Follow-on payments made quarterly
 - Phased implementation provides Va Lottery more than six months to orchestrate administrative procedures to implement new legislative mandate

Questions?



8



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

Page 1
Item No. 8

Meeting Date: September 26, 2016

Agenda Item: COUNCIL APPROVAL – Special Use Permit - Jefferson Avenue - Gary Bunch (*2nd R*)

Summary: Council is requested to adopt on its second and final reading a Special Use Permit submitted by Gary Bunch of a nonconforming lot on Jefferson Avenue. Pursuant to Town Code 175-128.A., new construction on nonconforming lots in the R-1 District requires approval of a Special Use Permit by Town Council when the lot is 80% of the minimum required lot width and area. The minimum lot size in the R-1 District is 10,000 square feet and the minimum width is 75 feet. The applicant's lot is 7,500 square feet and 50 feet in width.

Budget/Funding: None

Attachments: Staff Report, Applicant's submission and Code Reference

Meetings: Work Session held September 6, 2016 ; Public Hearing held September 12, 2016

Staff Recommendation: Approval X Denial

Proposed Motion: I move that Council adopt on its second and final reading a Special Use Permit submitted by Gary Bunch of a nonconforming lot on Jefferson Avenue, 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

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING



STAFF REPORT FOR THE JULY 20, 2016 PLANNING COMMISSION MEETING
Updated for Town Council

APPLICATION #:

SUP 16-06-265

APPLICANT:

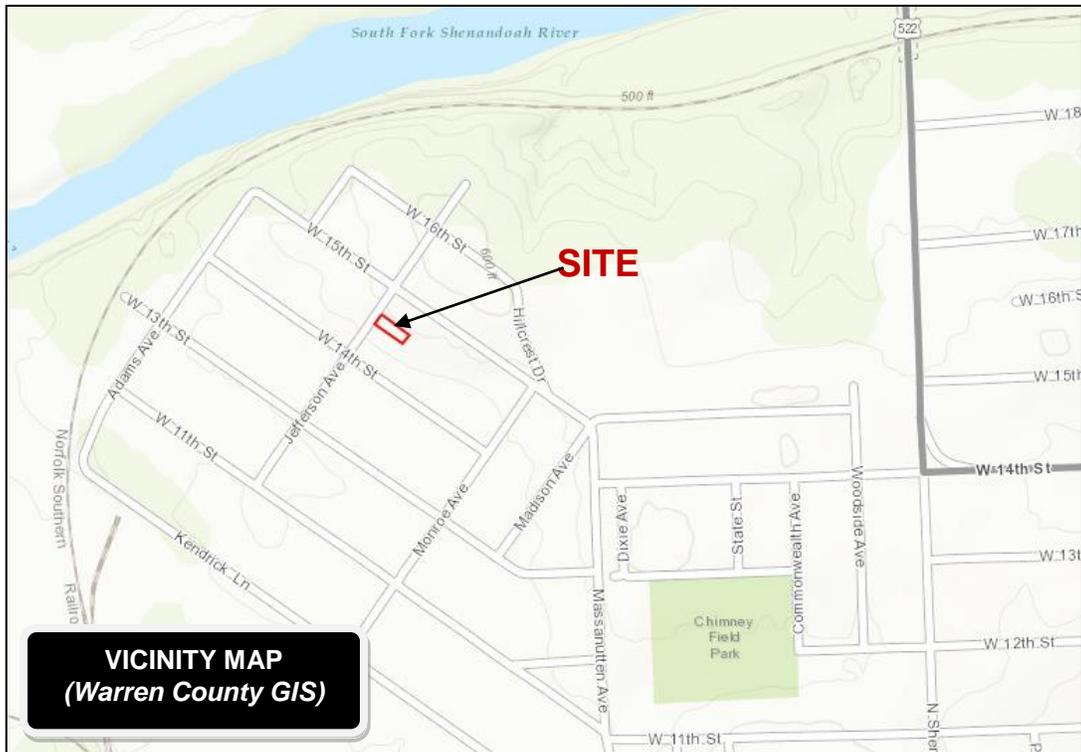
Gary Bunch

APPLICATION SUMMARY:

The Applicant has submitted a special use permit to construct a single family detached dwelling on a nonconforming lot in the R-1 District. The applicant's application is attached (**Attachment 1**).

GENERAL INFORMATION:

<i>Site Address</i>	No address currently. Located on Jefferson Avenue.
<i>Zoning District</i>	C-1, Community Business District
<i>Overlay Districts</i>	Historic Area – NO Floodway – NO Entrance Corridor – NO
<i>Tax IDs</i>	20A1512, lot 24
<i>Location</i>	The subject lot is located on the east side of Jefferson Avenue, between 14 th Street and 15 th Street, directly across the street from 1404 Jefferson Avenue.
<i>Existing Use</i>	Vacant lot
<i>Proposed Use</i>	Single-Family Detached Dwelling



VICINITY MAP
(Warren County GIS)



AERIAL MAP
(Google Maps)



AERIAL MAP
(Bing Maps)



ADDITIONAL INFORMATION:

Background

Town Code 175-128.A. establishes special rules for developing on nonconforming lots in the R-1 District. These rules differ from the rules for other districts, which pursuant to Town Code 175-125.B., do not include rules related to the existing lot size and lot width, provided that the setback and other requirements of the Town Code are complied with. In the R-1 District, nonconforming lots must meet special criteria if they are to be developed, and in cases where the minimum lot width or minimum lot area are less than 80% of the R-1 District Standard, then a special use permit is required. In this case, the applicant's lot is less than 80% of the minimum standards for the R-1 District.

Below are the minimum lot width and minimum lot area requirements for the R-1 District, as specified under Town Code 175-13 for lots serviced by public water and public sewer:

- **Minimum Lot Width: 75 feet**
- **Minimum Lot Area: 10,000 square feet**

The applicants lot is as follows:

- **Subject Lot Width: 50 feet**

○ **Subject Lot Area: 7,500 square feet**

Below is the exact language from Town Code 175-128.A. and 175-128.B:

175-128 NONCONFORMING LOTS OF RECORD

A. Except as hereinafter provided, the minimum lot width and lot area shall be required for the establishment of any new lot, or use of a lot, in the R-1 Residential District. Wherever possible, the consolidation of existing nonconforming lots is encouraged to meet the minimum lot size requirements. All new construction shall conform to the yard dimensions and all other regulations for the R-1 Residential District.

1. The Administrator may issue an administrative variance of up to twenty percent (20%) of the required lot width and/or area, where it is found that the proposed new construction is consistent with the structure size, orientation and pattern of development on the street and in the immediate neighborhood.

2. On lots with an area or lot width of less than eighty percent (80%) of the minimum required, approval for construction may be granted by special permit by the Town Council, where the Council finds the application meets the following conditions:

a. The proposed structure has a finished floor area of not less than ninety percent (90%) of the amount of finished floor area prevalent in comparative homes. Finished floor areas do not include basement areas.

b. The proposed structure is compatible with comparative homes in terms of building orientation, scale, proportion and site layout.

c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties.

3. For the purpose of this section, comparative homes shall mean characteristics that are present in at least sixty percent (60%) of the homes located on both sides of the street in the immediate block where the proposed structure is located.

4. The Council may approve a reduction of the side yard requirement, by not more than forty percent (40%), where necessary, to achieve increased compatibility with other structures in the immediate block.

B. In any other residential district, a single dwelling may be erected on any single lot of record, notwithstanding limitations imposed by other provisions of this chapter. This provision shall apply even though such lot fails to meet the requirements for lot area and/or lot width, that are generally applicable in the district, provided that yard dimensions shall conform to the regulations for the district in which such lot is located. All other uses, except a single dwelling, are required to meet the minimum lot area requirements for the district in which it is located.

Legal Venue

The Town is authorized to require a special use permit for certain uses within any zoning district under Virginia Code §15.2-2286. Some specific uses are granted protection from regulation from localities by the Virginia Code, including agriculture uses, small scale conversion of biomass to alternative fuel, certain residential uses, private tents, farm wineries, assisted living facilities, and group homes.

The issuance of a special use permit is subject to such conditions as are deemed necessary by the Front Royal Town Council after recommendations of the Front Royal Planning Commission. Prior to an action by Town Council or a recommendation by the Planning Commission, a public hearing is required for special use permits.

Review

175-128.A. allows for new development of nonconforming lots in the R-1 District when certain criteria are met. These criteria are shown below with commentary from Town Staff.

a. The proposed structure has a finished floor area of not less than ninety percent (90%) of the amount of finished floor area prevalent in comparative homes. Finished floor areas do not include basement areas.

The average comparative house has a square footage of 1510.2 square feet. 90% of this average, as required under category a, shown above, is 1,359.18 square feet. The applicant's proposed house is 1,440 square feet, which is greater than 90% of the average of comparative homes.

b. The proposed structure is compatible with comparative homes in terms of building orientation, scale, proportion and site layout.

*All comparative homes, those houses on the same street within the immediate block, are shown below for information purposes. The question is whether or not the applicant's proposed house would be **compatible to the comparative homes** in terms of **building orientation, scale, proportion and site layout**.*

Building Orientation –

The applicant's proposed house faces the street as other comparative houses, and as required.

The applicant's house is orientated to face Jefferson Avenue, versus 14th and 15th Street. This side street orientation is common in the area blocks, and is the orientation at 1404 Jefferson Avenue.

Comparative homes generally have the wider side of their house facing the street; whereas the applicant's proposed house is orientated so the

narrower side is the front.

Scale – The proposed house and lot appear to have a similar scale to other comparative houses and lots in the area. 50' wide lots are typical in the area.

Proportion – The applicant's proposed house has similar proportions to the comparative houses, but is a 2-story house, as is 1404 Jefferson Avenue. The other houses are 1-story, although two comparative houses have basements.

Site Layout – The applicant's property is at the transition point between the R-1 District and the R-1A and R-2 Districts, which are generally more compact site layouts.

The applicant's proposed house has a proposed setback of 42 feet, which is setback greater than comparative homes on the same street.

All comparative houses have driveways to accommodate off-street parking, as does the proposed house.

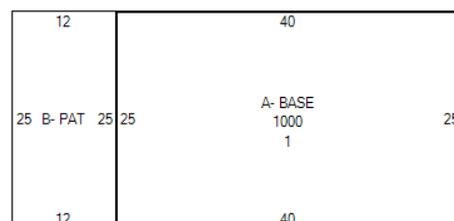
The two adjacent houses facing 15th Street have brick exteriors, while the other three houses across the street and along 14th Street have siding exteriors.

c. The site grading provides for adequate drainage on and off the site, without any adverse impact onto adjoining properties.

Drainage does not appear to be an issue with the proposed house. The lot is relatively flat and the drainage would need to be directed away from the house with a swale.

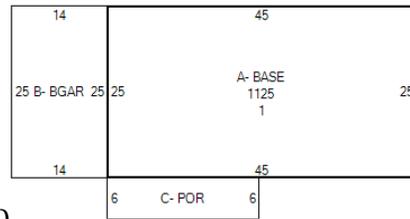
Below are other comparative houses on the immediate block that have frontage on Jefferson Avenue.

Comparative House #1: 800 W. 15th Street



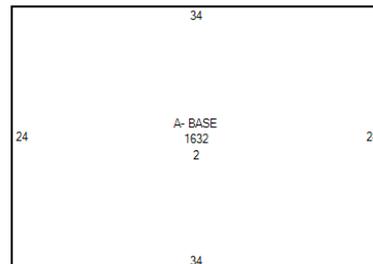
- 1500 finished floor area (SF)
- 1-story
- 3 bedrooms, 1 bath
- Brick
- Driveway: Yes - Garage: No
- Total Assessed Value: \$125,900

Comparative House #2: 736 W. 15th Street



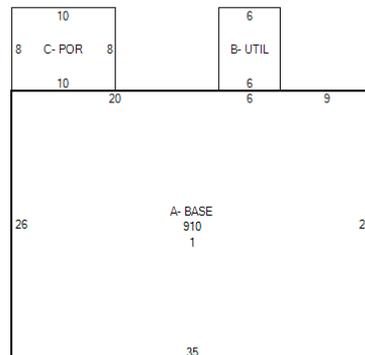
- 2,025 finished floor area (SF)
- 1-story
- 4 bedrooms, 3 baths
- Brick
- Driveway: Yes - Garage: Yes
- Total Assessed Value: \$160,400

Comparative House #3: 1404 Jefferson Avenue



- 1,632 square feet (TF)
- 2-story
- 4 bedrooms, 2 baths
- Siding
- Driveway: Yes - Garage: No
- Total Assessed Value: \$147,600

Comparative House #4: 753 W. 14th Street

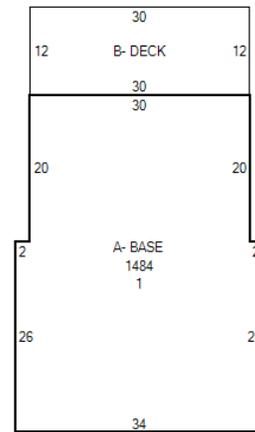


- 910 square feet (SF)
- 1-story
- 3 bedrooms, 1 bath
- Siding
- Driveway: Yes - Garage: No
- Total Assessed Value: \$97,700

Comparative House #5: 803 W. 14th Street



- 1,484 square feet (SF)
- 1-story
- 3 bedrooms, 1 bath
- Siding
- Driveway: Yes - Garage: No
- Total Assessed Value: \$137,700



Town Staff inquired with the Applicant since he is also listed by the Warren County GIS to own the nonconforming lot immediately north of the subject lot. The Applicant informed Town Staff that this lot was sold to the owner of the house on the corner, 736 W. 15th Street. If the applicant still owned this additional lot he could have consolidated it, or half of it, with the subject lot to create a conforming lot. Unfortunately, this does not appear to be an option at this time.

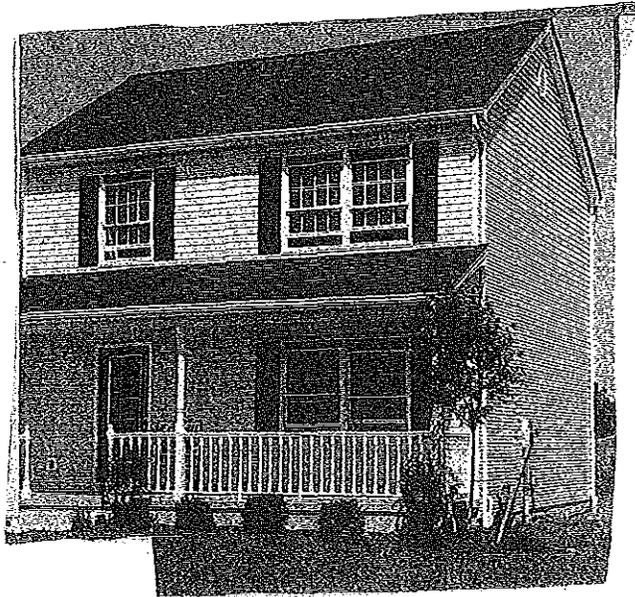
Town Staff recommends that the Planning Commission evaluate public input received during the scheduled public hearing and evaluate it along with the comparative home information above. If the proposed house is determined to be compatible with the comparative homes in the neighborhood it should be recommended for authorization.

UPDATE:

During the July 20th Town Council Meeting the Planning Commission unanimously recommended approval of the special use permit application as submitted with no conditions. No members of the public spoke in regards to the application.

ATTACHMENTS: Attachment 1: Special Use Permit Application & submitted attachments to the application

Gary Bunch

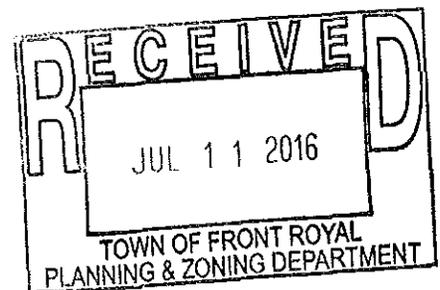


TWO STORY- 24 X 30- EACH FLOOR 720 SQ. FEET- TOTALING 1440 SQ. FEET FINISHED

THREE BEDROOMS, 2 ½ BATH

FRONT PORCH 6 X 24 WOOD FLOORING & VINYL RAILING

VINYL SIDING / CRAWL SPACE (NO BASEMENT)



from phyllis



TOWN OF FRONT ROYAL

DEPARTMENT OF PLANNING & ZONING
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 22630

Main: 540.635.4236

Fax: 540.631.2727

Internet: www.frontroyalva.com

SUP 16-06-265

SPECIAL USE PERMIT REQUEST

APPLICANT

NAME GARY BUNCH PHONE 540-635-2222

ADDRESS 106 West 14th St. Front Royal VA. 22630

E-MAIL SALES@GANDMARTSALES.COM

PROPERTY DESCRIPTION

PROPERTY ADDRESS Jefferson Avenue

TAX MAP 20A1 SECTION 5 BLOCK 12 LOT 24

SUBDIVISION NAME ROYAL VILLAGE ACREAGE 7,500 ^{sq}

REQUEST

ZONING DISTRICT R-1

PROPOSED USE OF PROPERTY RESIDENTIAL

SPECIFIC SPECIAL USE PERMIT REQUEST YES

TO be able to acquire a Building permit to build SFD on lot

ATTACHMENTS -The following must be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements. (10 copies if larger than 11" X 17")
2. Site Plan Application
3. Application Fee of \$400.00 (Checks payable to the Town of Front Royal)
4. Additional information as required by the Department of Planning & Zoning.

CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

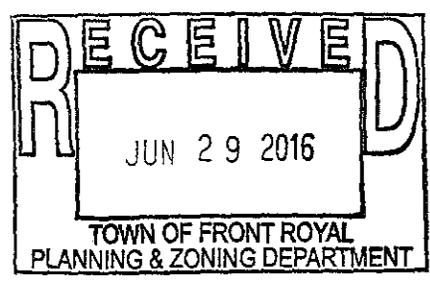
Signature [Handwritten Signature] Date 6-29-16

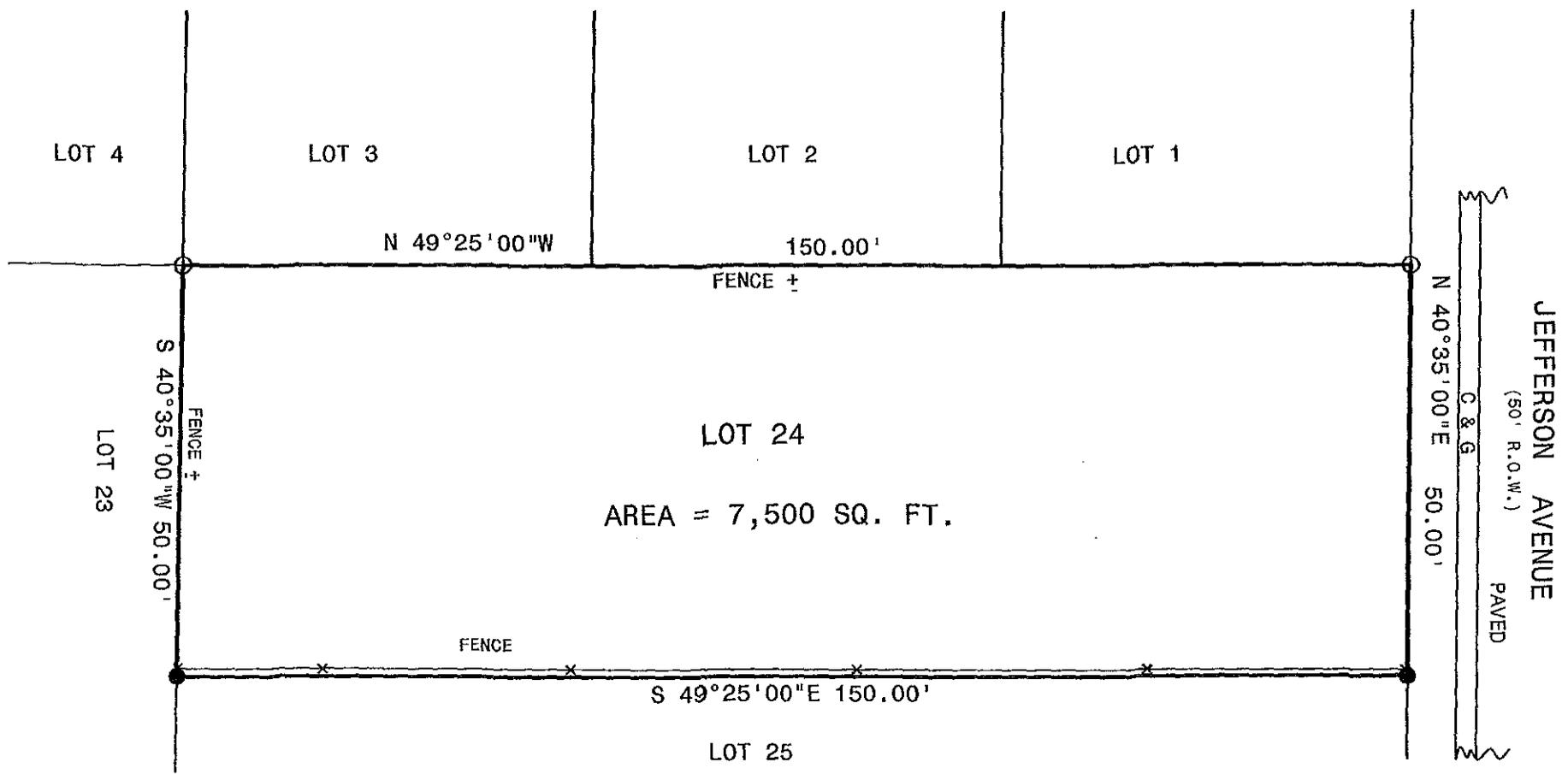
By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Receipt # _____ Date Paid _____

Revised 2-15-13

PROPOSED SITE PLAN TO FOLLOW





T. M. 20A1-5-12-24

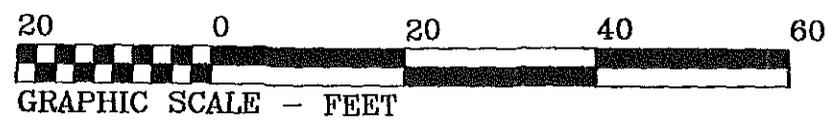
SURVEY OF LOT 24, BLOCK 12, ROYAL VILLAGE
SUBDIVISION RECORDED IN P. B. 2, PG. 202.

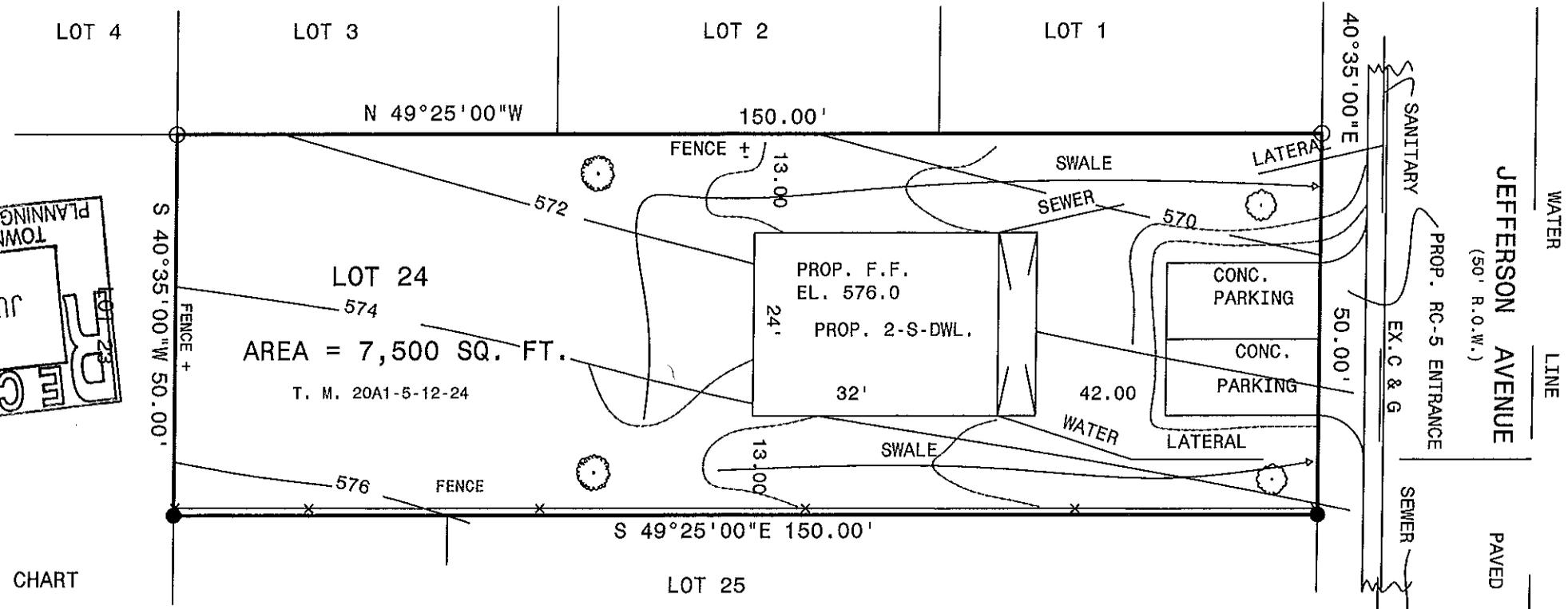
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY
TOWN OF FRONT ROYAL, VIRGINIA

PREPARED BY
HIMELRIGHT & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
694 RED BUD ROAD, STRASBURG, VA.
PHONE 465-8767

FEBRUARY 26, 2015

● DENOTES IRON PIN SET
○ DENOTES EXISTING PIN OR PIPE





TREE CHART

TOTAL AREA LOT 7,500 SQ. FT.
 MINUS 30% - 2,250 SQ. FT.
 5,250 SQ. FT.
 20% OCVERAGE 1,050 SQ. FT.

2- 2" QUERCUS PALUSTRUS (PIN OAK) 340 SQ. FT.
 EACH FOR TOTAL 680 SQ. FT.

2- 1" ACER SACCHARINUM (SILVER MAPLE) 250 SQ. FT.
 EACH FOR TOTAL 500 SQ. FT.

TOTAL COVER 1,180 SQ. FT.

PROPOSED COUNTOURS _____

SURVEY OF LOT 24, BLOCK 12, ROYAL VILLAGE
 SUBDIVISION RECORDED IN P. B. 2, PG. 202.

NORTH RIVER MAGISTERIAL DISTRICT

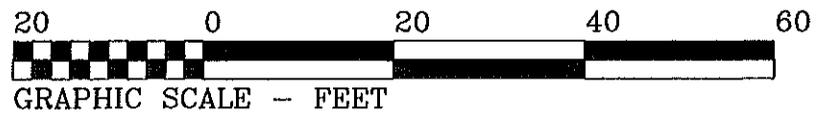
WARREN COUNTY

TOWN OF FRONT ROYAL, VIRGINIA

PREPARED BY
 HIMELRIGHT & ASSOCIATES, PLLC
 PROFESSIONAL LAND SURVEYORS
 694 RED BUD ROAD, STRASBURG, VA.
 PHONE 465-8767

JULY 8, 2016

- DENOTES IRON PIN SET
- DENOTES EXISTING PIN OR PIPE
- ⊙ DENOTES ACER SACCHARINUM (SILVER MAPLE)
- ⊙ DENOTES QUERCUS PALUSTRIS (PIN OAK)



9



Town of Front Royal, Virginia
Council Agenda Statement

Page 1
Item No. 9

Meeting Date: September 26, 2016

Agenda Item: COUNCIL APPROVAL – Special Exception Application for FRLP (*1st Reading*)

Summary: Council is requested to affirm on its first reading a Special Exception Application by Front Royal Limited Partnership (FRLP), c/o David Vazzana, for a special exception to Town Code 148-820.D.6 that would permit a reduction of four (4) feet from the minimum pavement width, base course width, and sub base width for both local and collector streets. The special exception would only apply to FRLP’s property that is presently zoned R-1A, as identified by Tax Map Number 20A221 5, consisting of approximately 149.3 acres. The request is submitted pursuant to the provision of Town Code 148-211.A.2.b&c. Council held a public hearing on this application on August 22, 2016 where much discussion ensued as to specifics that may be included in the motion. Staff has recommend the following to be included in the motion from the August 22nd Meeting: *“this special exception shall not alter the Town Code regulation that requires the minimum street width to be increased to meet the guidelines of the Virginia Department of Transportation (VDOT) Road Design Manual where additional width are necessary, such as, but not limited to, streets that are designated as school bus access roads. The planned East/West Connector Road shall also be specifically excluded from the special exception”*

Budget/Funding: None
Attachments: Staff Report and Letter from Mr. Vazzana
Meetings: Work Session held August 1, 2016; Public Hearing held August 22, 2016 and
Staff Deferred Action on September 12, 2016
Recommendation: Approval X Denial _____

Proposed Motion: **I move that Council affirm on its first reading a Special Exception Application by Front Royal Limited Partnership (FRLP), c/o David Vazzana, for a special exception to Town Code 148-820.D.6., that would permit a reduction of four (4) feet from the minimum pavement width, base course width, and sub base width for both local and collector streets. I further move that this special exception shall not alter the Town Code regulation that requires the minimum street width to be increased to meet the guidelines of the Virginia Department of Transportation (VDOT) Road Design Manual where additional widths are necessary, such as, but not limited to, streets that are designated as school bus access roads. I continue to further move that the planned East/West Connector road shall also be specifically excluded from the special exception and that the special exception shall only apply to FRLP’s property that is presently zoned R-1A, as identified by Tax Map Number 20A221 5, consisting of approximately 149.3 acres.**

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

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING



STAFF REPORT FOR THE JUNE 15, 2016 PLANNING COMMISSION MEETING
Updated for Town Council Work Session – August 1, 2016

APPLICATION #:

SPEXP15-10-01

APPLICANT:

Front Royal Limited Partnership

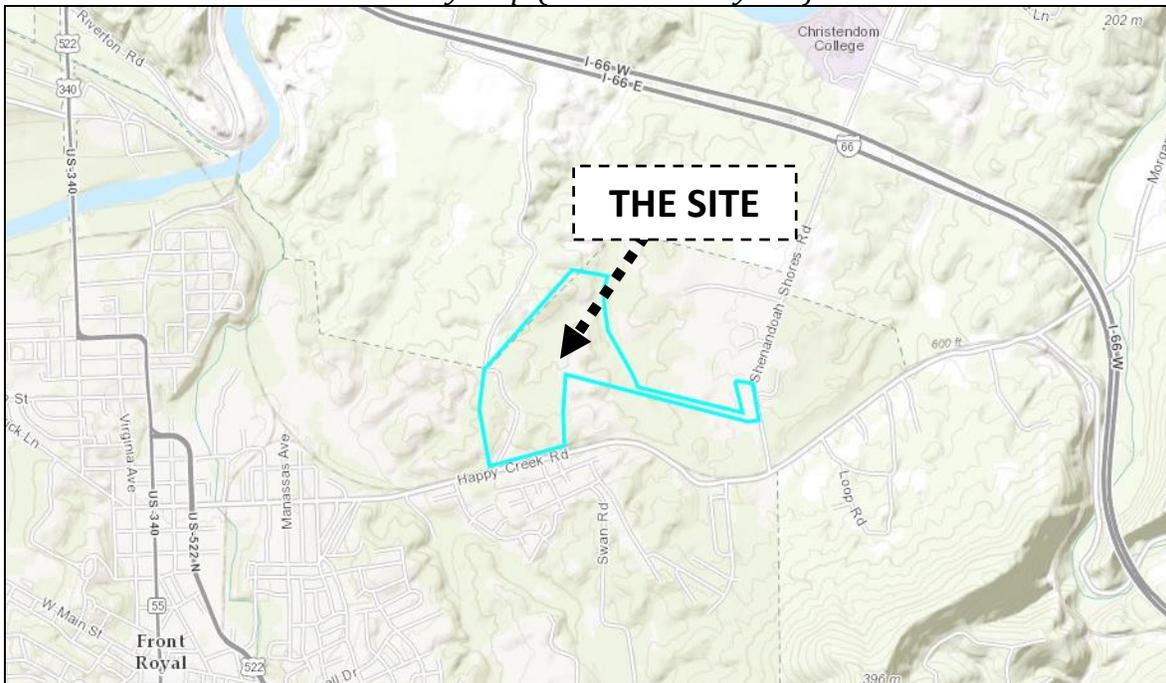
SUMMARY OF REQUEST:

Front Royal Limited Partnership has applied for a special exception, pursuant to Town Code Section 148-211.A(2)(c), for alternative standards to Town Code Section 148-820.D.6, including table 148-820.D.6, that would allow a reduction to street widths on FRLP’s property that is presently zoned R-1A and consisting of approximately 149-acres. (See **Attachment 1** – Applicant’s May 20, 2016 Submission)

GENERAL INFORMATION:

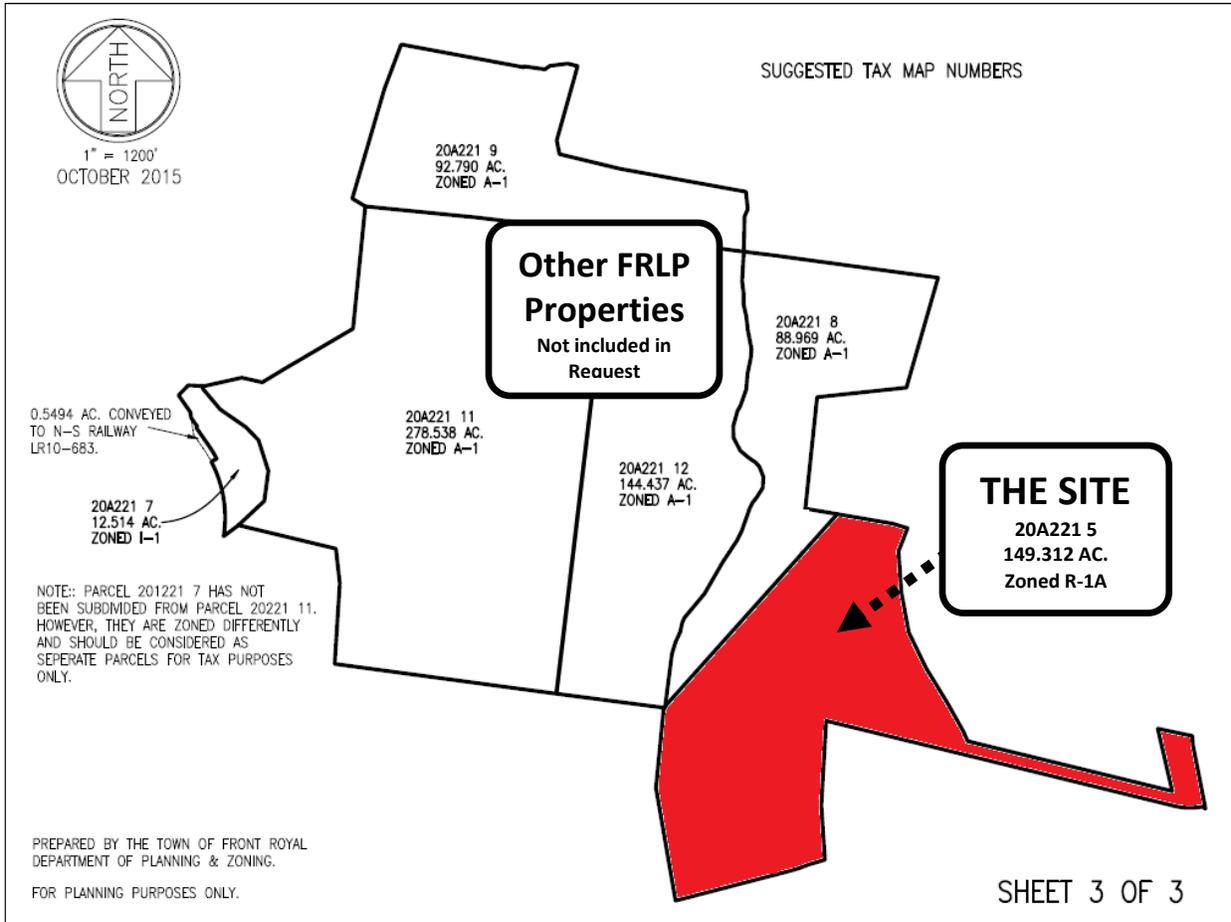
<i>Site Addresses</i>	None (Vacant Land)
<i>Property Owner(s)</i>	Front Royal Limited Partnership
<i>Zoning District</i>	R-1A (Residential) District
<i>Tax Identification</i>	20A221 5
<i>Location</i>	The property is located north of Happy Creek Road and Norfolk Southern Railroad, presently accessible via Marys Shady Lane.

Vicinity Map (Warren County GIS)

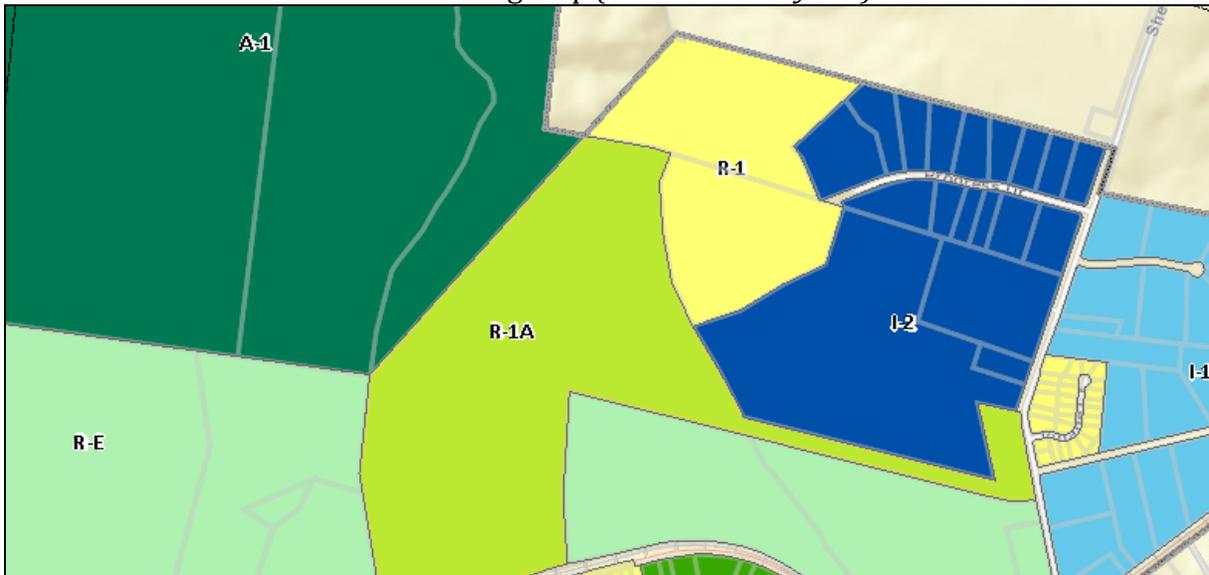


ILLUSTRATIONS

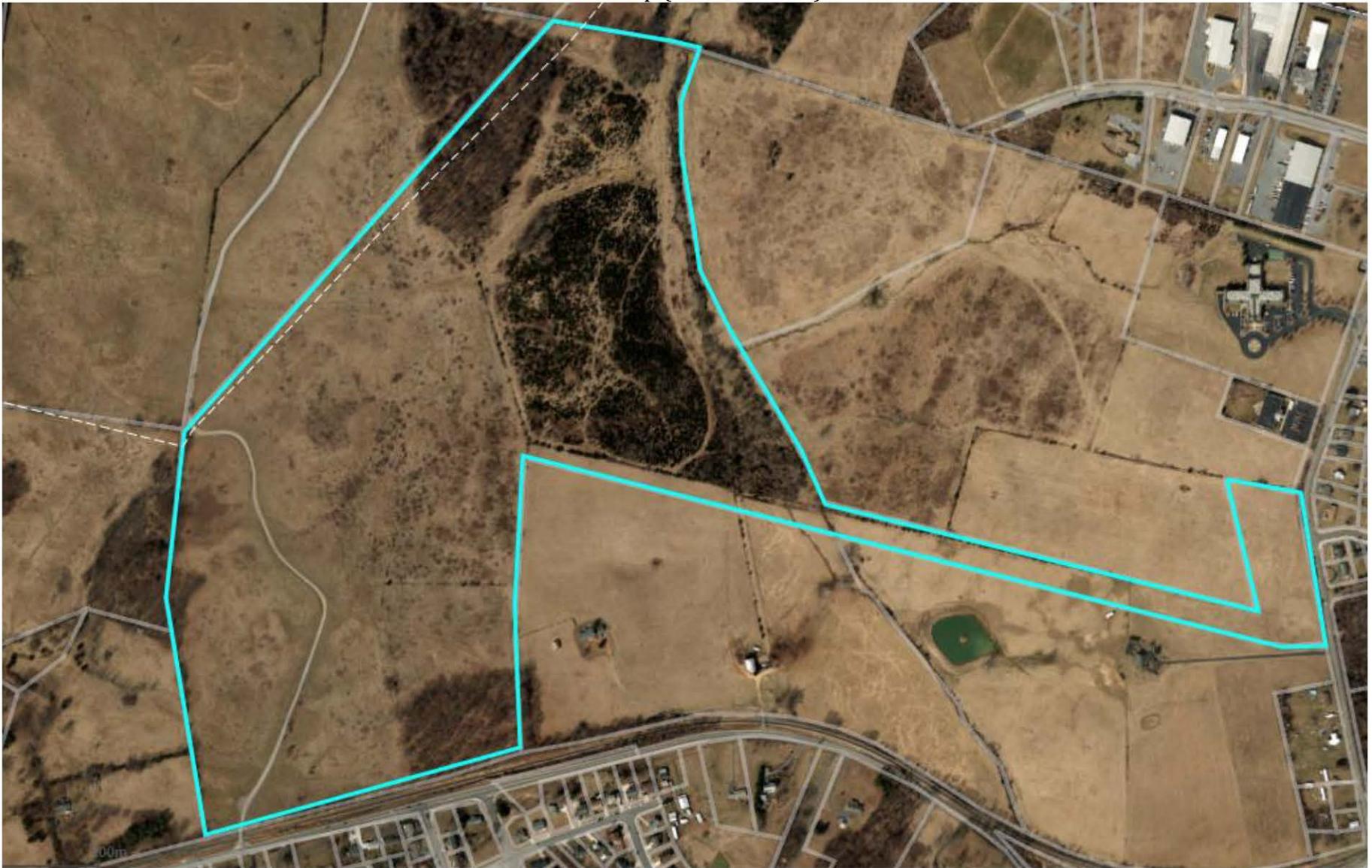
Map of FRLP Propertie (Warren County GIS)



Town Zoning Map (Warren County GIS)



Aerial Map (WC Online GIS)



SUPPLEMENTAL INFORMATION:

Legal Review

Virginia Code § 15.2-2310 authorizes localities to consider special exceptions when adopted as part of the localities ordinances.

Town Code 148-211 authorizes Town Council to issue special exceptions to the standards of the Subdivision & Land Development Ordinance, after review and recommendation by the Planning Commission, and under certain criteria, including a determination that the special exception will help facilitate the creation of affordable housing; will better facilitate traditional neighborhood design principles; or will better facilitate the conservation of natural features to protect water and open space resources. The entire code language of Town Code 148-211 is as follows:

148-211 SPECIAL EXCEPTIONS

A. A special exception to the general regulations of this Chapter may be granted by Town Council, for either of the following circumstances:

1. When strict adherence to the general regulations would result in substantial injustice or hardship; provided that, the special exception would not diminish public health, safety or general welfare, including, but not limited to, consideration that adequate provisions are provided to ensure long-term maintenance of public and shared private facilities, and conformance with the goals and objectives of the Comprehensive Plan.
2. When it is demonstrated that use of alternative regulations for a particular development would better achieve at least one of the goals listed below; provided that, the special exception would not diminish public health, safety or general welfare, including, but not limited to, consideration that adequate provisions are provided to ensure long-term maintenance of public and shared private facilities, and conformance with the goals and objectives of the Comprehensive Plan.
 - a. Creation of affordable housing.
 - b. Design emphasis on the principles of traditional neighborhood design, including pedestrian-friendly roads, interconnection of new local streets with existing local streets, connectivity of pedestrian networks, and mixed-use neighborhoods.
 - c. Conservation or use of on-site natural features to protect water quality or open spaces.

B. Any request for an exception, shall be submitted to the Director, and shall include a signed and completed application form, any application fees, and any supporting documentation submitted by the applicant.

C. Prior to approval or denial of any request for an exception, the Planning Commission shall hold a public hearing, in accordance with Virginia Code § 15.2-2204, to review and provide recommendations to Town Council.

D. Prior to approval or denial of any exception to the design standards of this Chapter, Town Council shall hold a public hearing, in accordance with Virginia Code § 15.2-2204.

E. Town Council may impose such conditions or restrictions upon the premises benefited by an exception as may be necessary to comply with intent of this Chapter and to protect the public interest, safety and/or general welfare.

Summary of Applicant's Request

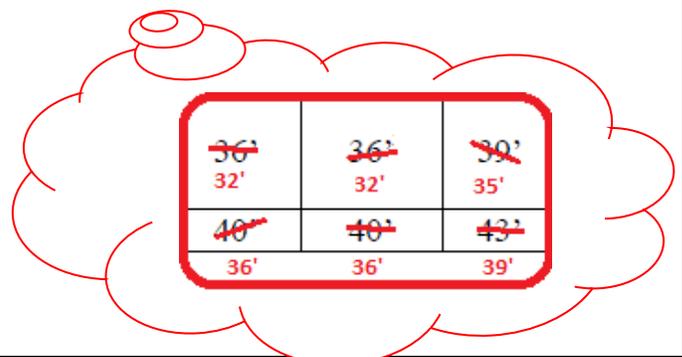
The Applicant's May 20th submission is a change from FRLP's original request. The original submission included a request to modify subsections A through N under Town Code 148-820. During work session discussions with the applicant, the Planning Commission expressed concerns about the original special exception requests. This include concerns about bonding, entrance road requirements, maintenance, street parking, emergency vehicular access, private streets, VDOT review and interpretations, and more. The Planning Commission expressed the need for a development plan before such significant changes to the Town's development standards. The current modified special exception requested was then submitted by the Applicant that just pertained to street widths. Furthermore, the street widths requested were less narrow than the original submission.

The current special exception requested submitted by the applicant pertains to Town Code Section 148-820.D.6., related to minimum street widths. In general, the requests proposes a 4' wide reduction to the minimum street widths. However below is a more detailed comparison of the current requirements of Town Code 148-820.D.6. and the modified requirements requested by the Applicant.

Applicant's Requested - Modifications to Town Code 148-820.D.6.

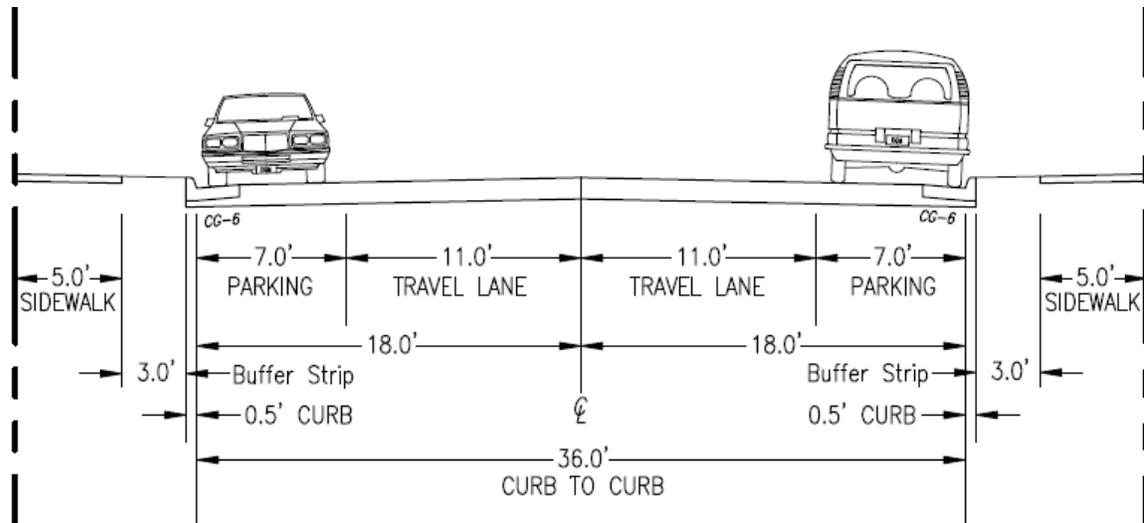
6. The minimum design standards of the following table shall be required for all Local Streets, Collector Streets and Alleys. Arterial Streets design standards shall comply with the Virginia Department of Transportation Road Design Manual, and associated Appendixes.

	Pave ment Width (SM- 9.5A) ²	Base Course Width (BM 25.0) ³	Sub Base Width (21- B) ⁴	Surface Course Paveme nt Depth (SM- 9.5A)	Base Course Depth (BM 25.0)	Sub Base Depth (21-B) ⁵
Alleys	12'	N/A	N/A	1 ^{1/2} "	N/A	6"
Local Streets: Up to 2,000 ADT	36'	36'	39'	1 ^{1/2} "	3"	6"
Collector Streets⁶:	40'	40'	43'	1 ^{1/2} "	3"	6"



CONCLUSIONS:

The current request limits the special exception to address only the minimum street width requirements. If approved, the special exception would allow street widths of 32' and 36' in lieu of the current code requirements of 36' and 40'. This is effectively a reduction in street widths by 4' for all roads. For comparison and point of reference purposes, existing examples of roads that are approximately 32' in width include Chester Street and W. Main Street from Royal to Massie. Virginia Avenue and Kerfoot Avenue are examples of 36-foot wide streets. A street profile of a 36-foot wide street is shown below. A 32-foot wide street would include travel lanes 9' in width (combined width of 18 feet).



The widths of 32', 36', and 40' were previously recommended by the Planning Commission when the Subdivision and Land Development Ordinance was drafted and reviewed in 2014/2015. The proposed change does differ in that the 40' wide street widths are proposed to be removed entirely, regardless of ADTs. For this reason, the special exception should not be accepted for the East/West Connector Road.

Town Staff does not object to the proposed street widths but recommends that the Planning Commission specify in their motion that the street width reduction not apply to the East/West Connector Road that is planned to traverse the applicant's property from Shenandoah Shores Road to 8th Street/Commerce Ave.

UPDATE: During the June 15, 2016 Planning Commission Regular Meeting, Vice Chairman Jones moved "to recommend approval of Special Exception Application #15-10-01, for a special exception to Town Code 148-82.D.6, to allow alternative standards to the minimum required pavement, base course, and subbase widths for local and collector streets with the applicant's property that is presently zoned R-1A. The alternative standards shall reduce the pavement, base course and subbase widths by 4 feet, as outlined in the Staff Report and the applicant's submission." Mr. Jones extended his motion to "further move to recommend that the special exception specifically not apply to the East/West Connector Road, the primary access road into the proposed future development by FRLP. The motion was seconded and approved by the Planning Commission.

Attachments to Staff Report:

- 1) Attachment 1 – Applicant's May 20, 2016 Modified Request Submission

Front Royal Limited Partnership

May 20, 2016

Mr. Jeremy Camp
Director of Planning
Town of Front Royal, VA.
Front Royal, Va. 22630

Dear Mr. Camp,

As discussed at the Planning Commission’s work session on Wednesday please find attached an amended Chapter 148 Special Exception Request, which was originally filed on October 19, 2015. In addition, we are thankful for the time and patience of so many members of the Commission with us on this issue.

Most notably, and based on input from the Town Staff and Planning Commission, we have narrowed the scope of this Special Exception Request to street widths *only*. For reference and comparison, the proposed widths changes are as follows:

Existing Town Chapter 148 Street Widths (on left)
FRLP’s October 16, 2015, Submission (middle)
FRLP’s May 20, 2016 Submission (on right)

	Pavement Width (Existing Ch. 148)	Pavement Width October 16, 2015	Pavement Width May 20, 2016
Local Streets: (ADT 0-2000)	36’	29’	<u>32’</u>
Collector Street (ADT 2001+)	40’	36’	<u>36’</u>

As you are well aware, this is our (and the Town’s) first “Special Exception” that has been filed pursuant to the Town’s new Chapter 148 land development ordinance permitting such exceptions. As such, I think it was a learning experience for FRLP, and we appreciate staff’s time and assistance throughout this process. As always, please do not hesitate to contact me should you have any questions or suggestions as to the format etc. of the Special Exception.

Sincerely,

David Vazzana
202-215-0038
dvazzana@gmail.com

**FRONT ROYAL LIMITED PARTNERSHIP (FRLP) SPECIAL EXCEPTION TO
CHAPTER 148 FOR TOWN REZONING# RZ09-02-64**

PROPERTY: Parcel 5A, containing approximately 149.3 acres, as shown on “Plat Showing Vacation of Boundary Line on the Property of F&R Limited Partnership” and as recorded in the Land Records of Warren County as Instrument Number 060012763

ORIGINAL DATE OF SPECIAL EXCEPTION REQUEST: October 16, 2015

REVISION DATES: May 11, 2016
May 20, 2016

Pursuant to section 148-211.A(2)(c) of the Town Code, FRLP requests a Special Exception that would allow it to use alternative street design standards instead of the Town’s standards in Chapter 148 (Subdivision and Land Development Ordinance).

Specifically, FRLP requests a Special Exception to Town Code Section 148-820.D.6, and including Table 148-820.D.6, that would permit a reduction of four (4) feet for “Pavement Width”, “Base Course Width”, and “Sub-Base Width” for both “Local Streets: Up to 2,000 ADT” and “Collector Streets”, and, as follows:

TABLE 148-820.D.6.	Pavement Width	Base Course Width	Sub Base Width
Local Streets: Up to 2,000 ADT	32’	32’	35’
Collector Streets:	36’	36’	39’

This Special Exception shall not alleviate the applicant of any other requirements of the Town Code (and as it may be amended), or of the Town Construction Guidelines 2005 (and as it may be amended), except that it shall permit the above widths as a matter of right, or by right, on the Property.

However, and in addition, *in no event* shall the road design standards permitted hereby fail to meet the current, or then current, applicable minimum V-DOT road design standards for neighborhood streets width (Secondary Street Design Guidelines (SSARS)).