View online LIVE at https://www.frontroyalva.com/673/Town-Hall-Live

TOWN COUNCIL SPECIAL CALLED MEETING

Monday, June 13, 2022 @ 6:30pm in Town Hall Conference Room

1. Roll Call

2. FY22 Budget Amendment and Payment for Legal Fees Related to Litigation – *Steven Hicks*

3. Adjourn

TOWN COUNCIL WORK SESSION

Monday, June 13, 2022 @ 7:00pm in the Town Hall Conference Room

1. Front Royal EDA By-Laws – *Rick Novak*

2. Deeds of Easement for Existing and New Stormwater Infrastructure Located Between 610 B and 612 W. 11th Street and IDA-owned Property Located at Kendrick Lane and Monroe Avenue – *Steven Hicks*

3. American Municipal Power (AMP) Power Purchase Portfolio– *Mary Ellen Lynn*

4. Items Slated for Public Hearing on June 27th
   A. Special Use Permit for Short-Term Rentals – *Lauren Kopishke*
      - 108 Virginia Avenue submitted by Bridget Scanlan
      - 201 E. Main Street submitted by Aaron Hike
   B. Proposed Ordinance Amendment to Chapter 175 for Data Centers – *Lauren Kopishke*
   C. FY22 Budget Amendment & Budget Transfer for Additional Revenue for Paving Projects - *BJ Wilson*
   D. Resolution Pertaining to Redundant Waterline for Route 522 North Corridor – *Kathleen Leidich*

5. Items Slated for the Consent Agenda for June 27th
   A. Bid for Various Grades of Stone for FY23 – *BJ Wilson*
   B. Bid for Various Grades of Asphalt for FY23 - *BJ Wilson*
   C. FY22-23 Budget Amendment Sponsors for Gazebo Movies - *BJ Wilson*
   D. Thermoplastic Pavement Markings – *BJ Wilson*
   E. Electrical Engineering Services for Energy Services - *BJ Wilson*
   F. Environmental Engineering Services for Public Works Department – *BJ Wilson*
   G. Supervisory Control and Data Acquisition (SCADA) Change Order For Water Treatment Plant – *BJ Wilson*
   H. FY2021-2022 Write Off for Bad Debt - *BJ Wilson*
   I. Deed of Easement from Front Royal Self Storage, LLC for waterline easement for facilities serving commercial property located in the 522 Corridor, Warren County Tax Map Parcel 12-56C. – *George Sonnett*
   J. Request of T-Mobile Northeast LLC to Amend its Lease to Expand Leased Floor Space to Update Antennae Facilities Located on the Water Tank, and to Extend the Lease Term – *George Sonnett*

6. Update on Joint Towing Advisory Board – *Chief Magalis*

7. Designation of Councilmember and Town Staff to Discover Front Royal Board – *Steven Hicks*

8. Open Discussion
   - Planning Commission Member Jones term expires in August
   - Employee Appreciation Day

9. CLOSED MEETING – Town Attorney Position

10. Adjourn

Special Council Meeting Agenda Statement

Item # 02

Meeting Date: June 13, 2022

Agenda Item: FY22 Budget Amendment and Payment for Legal Fees Related to Litigation

Summary: Council will be requested to approve a FY22 Budget Amendment in the amount of $150,000.00 to use General Fund Reserves and to authorize payment for legal fees related to litigation.

Budget/Funding: Budget Amendment

Revenues		
1000-3510110	General Fund Revenue Funds Forward	$150,000.00
Expenditure		
9790-45811	General Fund Transfer to Debt Service Fund	$150,000.00

Meetings: N/A

Proposed Motion: I move that Council approve a FY22 Budget Amendment in the amount of $150,000.00 to use General Fund Reserves to authorize payment for legal fees related to litigation.

Moved _____ ***Seconded*** _____

Cockrell _____ ***Gillispie*** _____ ***Jackson*** _____ ***McFadden*** _____ ***Morris*** _____ ***Thompson*** _____

WORK SESSION

Work Session Agenda Statement

Item # 01

Meeting Date: June 13, 2022

Agenda Item: Front Royal EDA By-Laws

Summary: The Front Royal Economic Development Authority approved their By-Laws May 19, 2022. Town Code Chapter 16-4(J) states "*The Board of Directors of the Town EDA shall, upon its formation, promptly promulgate and execute Bylaws, which shall not become effective until ratified by Town Council; and upon ratification by Town Council, shall be binding upon the Town EDA and its Board of Directors and each of its Directors in each Director's official position as such.*" Council is requested to approve the By-Laws as presented.

Budget/Funding: N/A

Staff Recommendation: Council approve the Front Royal EDA By-Laws as presented and place on the Consent Agenda at the June 27th Regular Council Meeting for formal approval.

Bylaws of the Economic Development Authority
of the Town of Front Royal, Virginia

Article I. Purposes and Powers

The Economic Development Authority of the Town of Front Royal, Virginia, also to be known as the "Front Royal EDA", shall fulfill all the purposes and intents of the General Assembly of Virginia, as expressed in Title 15.2, Chapter 49, Code of Virginia, as amended. The Front Royal EDA shall also fulfill all purposes and intents as set out in Chapter 16 of the Municipal Code of the Town of Front Royal, which is the Ordinance creating the Front Royal EDA and all other matters as hereinafter provided. The general purpose of the Front Royal EDA shall be to foster and stimulate the development and redevelopment of industry, commerce, higher education, and all other purposes set forth in the Industrial Development and Revenue Bond Act, Virginia Code § 15.2-4900, *et seq*. as it now exists or may from time to time be amended, in particular in the Town of Front Royal and in general in the Front Royal-Warren County community, for the general good of the people of the Town of Front Royal and, wherever possible, the people of the County of Warren, and for the citizens of the Commonwealth of Virginia. The Front Royal EDA shall have all powers that have been granted to it by Title 15.2, Chapter 49, Codes of Virginia, 1950, as amended, and all other powers that may hereinafter be granted to it by an enactment of the General Assembly and also that may be granted by the Front Royal Town Council.

Article II. Offices and Records

1. The principal offices of the Front Royal EDA shall be located in the Town Offices of the Town of Front Royal, 102 E. Main Street, Front Royal, County of Warren, Virginia.

2. Except as otherwise required by resolution of the Front Royal EDA, or as the business and affairs of the Front Royal EDA may require, all the books and records of the Front Royal EDA shall be kept at the principal office to be designated as herein above provided.

3. The Board of Directors of the Front Royal EDA shall keep minutes of its proceedings to be kept contemporaneously with its proceedings, which minutes shall also be electronically recorded, (unless its proceedings are properly in closed meeting in accordance with the Virginia Freedom of Information Act (Title 2.2, Chapter 37 of the Code of Virginia, as amended)), which minutes shall be open to public inspection during normal business hours and under terms and conditions as provided by law.

4. The Front Royal EDA shall keep suitable records of its financial transactions and, unless exempted by Va. Code § 30-140, as amended, the Front Royal EDA shall arrange to have the records audited annually. Copies of each such audit shall be furnished to the Finance Director of the Town of Front Royal of the locality and shall be open to public inspection during normal business hours and under terms and conditions as provided by law.

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Article III. Governance of Front Royal EDA by Board of Directors

1. The Front Royal EDA shall be governed by a Board of Directors composed of seven (7) Directors, appointed by the Town Council of the Town of Front Royal, Virginia ("Town Council"). Appointments shall be for terms of four (4) years, except appointments to fill vacancies which shall be for the unexpired portion of such term. If, at the end of any term of office of any Director, a successor shall not have been appointed or qualified, the Director whose term of office shall have expired shall continue to hold office until his successor shall be appointed and qualified. The seven (7) Directors of the Front Royal EDA shall be appointed initially for terms of one (1), two (2), three (3), and four (4) years; two (2) being appointed for one-year terms; two (2) being appointed for two-year terms; two (2) being appointed for three-year terms; and one (1) being appointed for a four (4)-year term.

2. All powers and duties of the Front Royal EDA shall be exercised and performed by the Board of Directors, acting by majority vote of those Directors present at a meeting at which a quorum is present, except that no facilities owned by the Front Royal EDA shall be leased or disposed of in any manner without a majority vote of all the members of the Board of Directors.

3. Four (4) members of the Board of Directors of the Front Royal EDA shall constitute a quorum of the Board of Directors for the purposes of conducting its business and exercising its powers and for all other purposes. A vacancy in the membership of the Board of Directors shall not impair the right of a quorum to exercise all the powers and perform all the duties of the Board of Directors.

4. Each Director shall be a resident of the Town of Front Royal or Warren County when appointed as a Director the Front Royal EDA. Residents of Warren County must own a business within the corporate limits of the Town of Front Royal. When a Director ceases to be a resident of the Town of Front Royal, or if a resident of Warren County ceases to be owner of a business within the corporate limits of the Town of Front Royal or ceases to be a resident of Warren County, that Director's office shall become immediately vacant, and a new Director may be appointed for the remainder of the term.

5. No Director shall be an officer or employee of the Town of Front Royal or the County of Warren.

6. Each Director shall, before entering upon his duties, take and subscribe the oath prescribed by Va. Code § 49-1, or its successor provision.

7. Per Resolution dated December 13, 2021, the Directors shall receive no salary but may be compensated $200.00 per monthly meeting attended. There will not be compensation for additional meetings. Reimbursement for necessary traveling and other expenses incurred in the performance of their duties shall be approved by the Town Manager or his designee.

8. The Board of Directors of the Front Royal EDA shall keep minutes of its proceedings, which shall be open to public inspection at all times. It shall keep suitable records of its financial transactions and, unless exempted by Va. Code § 30-140 or its successors provision, it shall arrange to have the same audited annually. Copies of such audit shall be furnished to Town

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Council annually and shall be open to public inspection during normal business hours and under terms and conditions as provided by law.

9. The Board of Directors shall have the right to prepare, or delegate the preparation of, confidential reports for submission to any person, governmental body or agency consistent with the purposes and powers stated by law and these Bylaws; and the right to receive from any source confidential reports consistent with the purposes and powers stated by law and these Bylaws; but no action binding the Front Royal EDA may be taken respecting such reports except as provided by law and these Bylaws.

10. As a condition to service of office, each Director of the Front Royal EDA shall timely complete and file, in accordance with all requirements of the Code of Virginia, any legally mandated publicly filed Statement of Economic Interests or Disclosures or Real Estate Disclosures or financial statements and comply with all requirements of the State and Local Government Conflicts of Interests Act as provided in Title 2.2, Chapter 31, of the Code of Virginia, or its successor provisions.

11. Any amendment to these By-Laws shall not become effective until approved and ratified by the Town Council of the Town of Front Royal pursuant to Section 16-4(J) of the Town Code.

12. A member of the Board of Directors of the Front Royal EDA may be removed from office by the Town Council without limitation in the event that the Board member is absent from any three (3) consecutive meetings of the Front Royal EDA or is absent from any four (4) meetings of the Front Royal EDA within any twelve (12)-month period, in accordance with Va. Code § 15.2-4904. A., as amended, or upon unanimous vote of the Town Council. In any such event, a successor shall be appointed by Town Council for the unexpired portion of the term of the member who has been removed.

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Article IV. Officers

1. The Board of Directors of the Front Royal EDA may elect from its membership a Chairman, and Vice-Chairman.

2. The terms of office for the officers shall end December 31st of the year to which they are elected. New officers shall be elected at the first meeting in January of each year.

3. The duties of the Chairman shall be to preside at meetings of the Board of Directors, and of the Executive Committee, if such Committee is appointed by the Board of Directors; to call special meetings; to call special elections; to be *ex officio* member of all committees or the Front Royal EDA if not actually voted or appointed by the Board of Directors to be a member of a particular committee; to sign any other proper officer of the Front Royal EDA thereunto authorized by the Board of Directors, any documents or instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer of the Board of Directors, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of Chairman; and shall perform such other duties as may

be prescribed by the Board of Directors from time to time. The Chairman shall have an equal vote with the other Directors.

4. The duties of the Vice-Chairman shall be to preside at meetings on request of the Chairman, or in the absence of the Chairman, and in case of the death or resignation of the Chairman shall become the Chairman for the remainder of the term for which the Chairman was elected. In the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restriction upon the Chairman. The Vice-Chairman shall perform such other duties as may be assigned by the Board of Directors from time to time.

5. The Town will provide support staff for the preparation of the minutes of meetings of the Board of Directors and the Executive Committee and be available for public inspection as herein before provided; to have custody of all important records of the Front Royal EDA; and to see that all notices are duly given as required by these Bylaws or by the Board of Directors.

   The Executive Director shall call meetings of the Board of Directors to order in the absence of the Chairman and Vice- Chairman and thereupon to conduct an election for a temporary presiding officer for that meeting; and in general, to perform such other duties as from time to time may be assigned by the Board of Directors. In the absence of support staff, the Chairman shall appoint a Director responsible for the preparation of detailed minutes of the meeting.

6. The Town will keep suitable records of all financial transactions of the Front Royal EDA, to have such records audited annually, to furnish a copy of such audit to the Town Council; to make available for public inspection at reasonable times each such annual audit; to have charge and custody of all funds and be responsible for their investment and depositing in the name of the Front Royal EDA when authorized by the Board of Directors; and in general, to perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

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Article V. Elections

1. Regular elections for the upcoming fiscal year shall be held at the last regular meeting of the fiscal year.

2. Special elections shall be held at a regular meeting or at a meeting designated by the Chairman of the Board of Directors in order to fill vacancies or to fill newly created offices, but only after specific notice, as hereinafter provided for, has been given.

3. Any vacancies for any cause on the Front Royal EDA shall be filled by Town Council.

Article VI. Meetings

1. Regular meetings of the Board of Directors shall be held monthly on a date set by the Chairman with appropriate notice as contained in these By-Laws or may be held at such intervals as set by the Board of Directors, but not less than quarterly.

2. Special meetings or work sessions of the Board of Directors may be called by or at the request of the Chairman or of any three Directors.

3. At each meeting, the names of each member of the Board of Director in attendance shall be entered into the minutes. If a Director leaves the meeting before its conclusion, the time the Director leaves the meeting shall be entered into the minutes.

4. Regular meetings shall be established at the annual meeting. Notices of special, emergency and continued meetings shall be given to each Director such as is reasonably under the circumstances and posted on the Town's web site and such other locations as public notices are posted contemporaneously with the notice provided to the Directors. Notices sent electronically by e-mail shall be deemed as a written notice.

5. Any person may annually file a written request for notification with the Front Royal EDA. The request shall include the requester's name, address, zip code, daytime telephone number, electronic mail address, if available, and organization, if any. The Front Royal EDA receiving such request shall provide notice of meetings directly to such person. Without objection by such person, the Authority may provide electronic notice of all meetings to such requests.

6. At least one (1) copy of all agenda packets and, unless exempt, all materials furnished to members of the Board of Directors shall be made available for public inspection at the same time such documents are furnished to the Board of Directors.

7. Four (4) members of the Board of Directors shall constitute a quorum of the Board of Directors for the purpose of conducting its business and exercising its powers.

8. The agenda will be set by the Chairman or if there is an Executive Director of the Front Royal EDA, in consultation with the Chairman.

9. The vote of the adoption of every resolution, any proposals creating a liability, or for the appropriation or expenditure of funds shall be by "yes" or "no" vote of each member voting. The names of members voting for and against shall be entered upon the minutes of the meeting.

10. Remote participation at meetings by electronic means by members of the Board of Directors of the Front Royal EDA shall be governed by the applicable provisions of the Virginia Freedom of Information Act and the written policy adopted by Town Council, as the same from time to time may be amended, which Town Council written policy is incorporated by reference herein and made a part hereof.

11. Unless otherwise provided, procedure at meetings shall follow the most recent edition of *Robert's Rules of Order.*

12. The Board of Directors shall vote on and approve all minutes of the meetings of the Board of Directors of the EDA at the next meeting thereof.

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Article VII. Staff

1. The Board of Directors shall appoint such employees as the Board of Directors deem necessary and appropriate to accomplish the purposes and powers of the Front Royal EDA.

2. The employees of the Front Royal EDA may prepare and submit confidential reports and recommendations to the Board of Directors, but no action binding on the Front Royal EDA shall be taken respecting such reports except as provided in Article III.

3. Expenditure of the Front Royal EDA funds shall be governed by procurement procedures adopted by the Board of Directors and will adhere to the Town of Front Royal's procurement policy and procedures and the applicable provisions of the Virginia Public Procurement Act. Staff approvals of expenditures must also conform with the fiscal budget adopted annually by the Board of Directors and abide by an adopted financial management policy adopted by the Board of Directors.

Article VIII. Fiscal Year

The fiscal year of the Front Royal EDA shall be from July 1 until June 30 of the following year.

Article IX. Committees

1. Upon the adoption by the Board of Directors of an Executive Committee may form, such committee shall be composed of, but not limited to, the Chairman, Vice-Chairman, Secretary and Treasurer of the Authority. An Executive Committee, if one is created by the Front Royal EDA, shall be subject to the same provisions, *mutatis mutandis*, as those applicable to the whole Front Royal EDA, shall meet at such times and such places as the Chairman may designate. The Executive Committee shall keep minutes of its meetings, which shall be preserved along with the minutes of the Board of Directors and distributed to the Board of Directors at its regular meeting. Three (3) members of the Executive Committee shall constitute a quorum. In the absence of any member of the Executive Committee, the Chairman may appoint a director to act on the Executive Committee pro tempore, and such appointment shall be recorded in the record book of the Authority.

2. The Chairman may, with the advice and consent of the Board of Directors, appoint members to committees and such appointments shall be recorded in the record book of the Front Royal EDA.

Article X. Powers, Duties, and Limitations on Authority

1. The Front Royal EDA, its Board of Directors, and its individual Directors shall have and exercise all powers and duties and be subject to all duties and responsibilities and shall enjoy all exemptions from liability, as shall be set forth in the Industrial Development and Revenue Bond Act, Code of Virginia, 1950, §§ 15.2-4900 *et seq*., as amended, or its successor provisions.

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2. The Authority of the Front Royal EDA is limited to the express conditions of the Town of Front Royal Town Code and, specifically, limited pursuant to Section 16-5(B) of the Front Royal Town Code which requires advance approval by the Town Council of Front Royal to any EDA financing, performance or other agreement with any third party.

3. All agreements, arrangements, and instruments which purports to be legally binding and to which the Front Royal EDA is a party shall be reviewed by a qualified and licensed attorney-at-law selected or approved by Town Council and shall have affixed there to the signature and date of such signing by such attorney with the notation "Approved as to Legal Form" prior to execution thereof by the Front Royal EDA. Any Front Royal EDA agreement, arrangement, or instrument development, redevelopment or financing agreement or arrangement not in conformity with this provision shall be null and void.

4. The Front Royal EDA and its Board of Directors shall have all powers, duties, liabilities, immunities from liabilities, and shall have such limitations upon its authority as set forth in the Industrial Development and Revenue Bond Act of the Code of Virginia and as set forth in in this Chapter, particularly 16-6 (A) and (B) herein.

Article XI. Amendments

Except as otherwise provided by law, these Bylaws may be amended, added to, altered or repealed in whole or in part by the Board of Directors at any meeting of the Board of Directors, provided proper notice thereof is given in the notice of such meeting, and such notice is delivered to each member of the Board of Directors and the public, in advance, as provided in these Bylaws Any Director may waive written notice.

Attachments: Town Code Chapter 16 – Industrial Development Authority
Code of Virginia §15.2-4900 Industrial Development and Revenue Bond Act

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Approved by the Front Royal Economic Development Authority May 19, 2022.

Adopted by the Front Royal Town Council _____

Work Session Agenda Statement

Item # 02

Meeting Date: June 13, 2022

Agenda Item: Deeds of Easement for Existing and New Stormwater Infrastructure Located Between 610 B and 612 W. 11th Street and IDA-owned Property Located at Kendrick Lane and Monroe Avenue.

Summary: Town staff has been working to complete the installation of stormwater infrastructure between the properties located at 610 B and 612 W. 11th Street. In order to complete the installation of this infrastructure and to complete the tie-in to the existing Town stormwater system, two easements will need to be obtained by the Town: one is located between the properties of 610 B and 612 W. 11th Street, and one is located on the property owned by the Industrial Development Authority (IDA) located on the corner of Kendrick Lane and Monroe Avenue. Deed of Easement documents will be ready for signatures at the June 27th Regular Business Meeting.

Budget/Funding: N/A

Staff Recommendation: Staff recommends approval of the proposed easement documents on W. 11th Street and the corner of Kendrick Lane/Monroe Avenue and place on the Consent Agenda at the June 27th Regular Council Meeting for formal approval.

W. 11th Street/Kendrick Lane Area Map



General location of the Stormwater Infrastructure connection between the proposed easements.

W. 11th Street Easement Acquisition Timeline

9/1/21: Sink Hole Occurred

- A sink hole occurred between 610B and 612 W. 11th Street during a heavy rainstorm. The Town Police and Public Works staff responded. A tow truck pulled a resident's vehicle out of the sink hole. Public Works staff filled the hole with stone and placed barricades around the hole for public safety.

9/2 through 11/2021: Town Replaced Storm Drain infrastructure along W. 11th Street

- The Town installed 160 ft. of 36" culvert pipe and replaced two storm drain structures along W. 11th Street to the property line of 610B and 612 W. 11th Street. The installation of the pipe was stopped when Public Works staff discovered the lack of an easement covering the pipe location beyond the established Town easement/public right-of-way. The existing pipe, that is currently failing, was installed without an established easement.
- Public Works staff spoke with the owners for both properties to let them know that work to replace the failing pipe would stop until the Town obtained the appropriate easements to complete the work. Both property owners expressed willingness to grant the required easements.

November 2021: Public Works staff contacted a surveyor to complete the easement plats

- The first surveying company that was contacted agreed to do the work, but after 2 months ultimately failed to even start the easement surveys due to current workload issues.

February 1, 2022: Public Works staff contacted a second surveyor to complete the easement plats

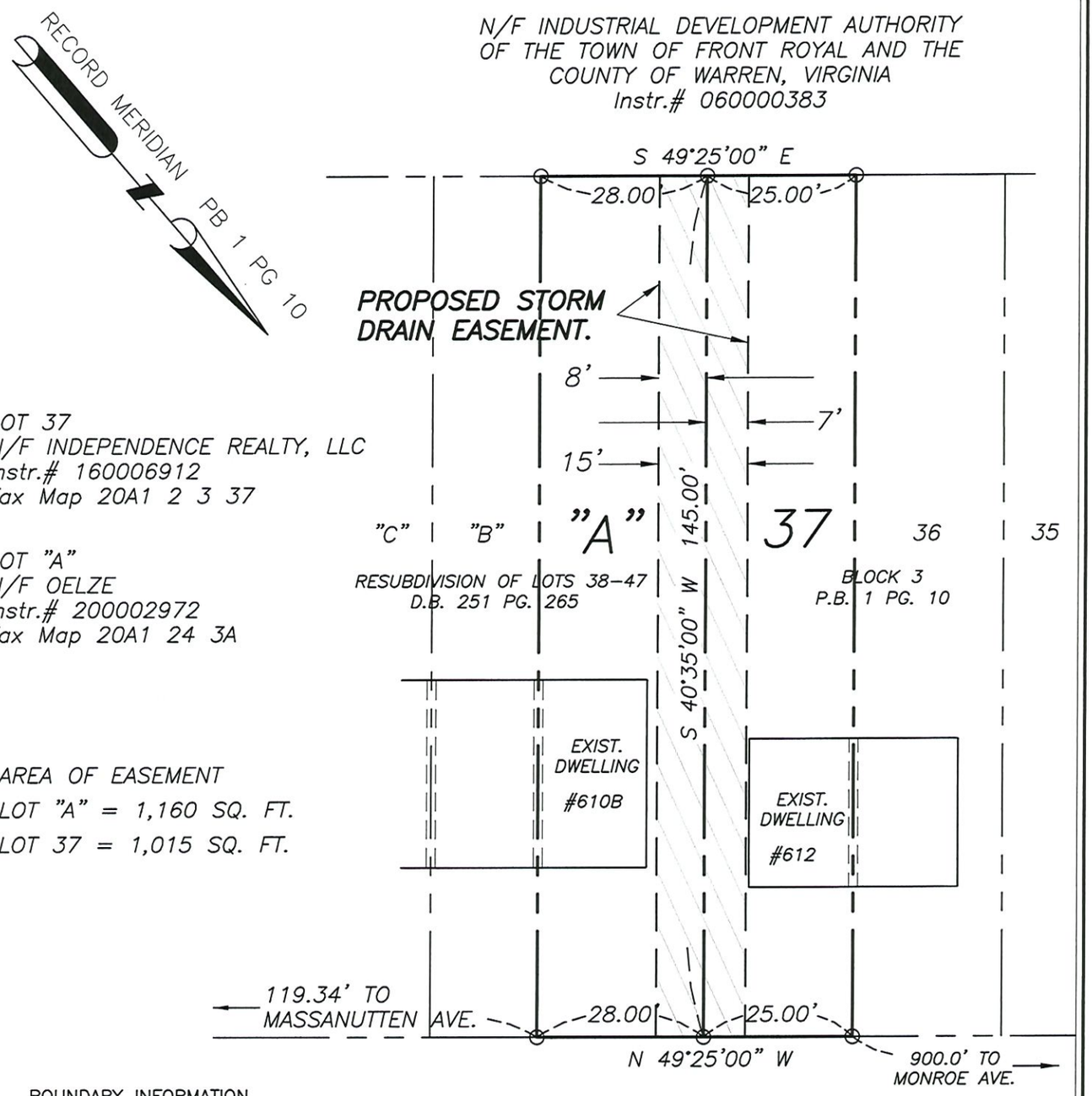
April 3, 2022: The easement plats were completed by the second surveyor and provided to the Public Works staff

April 5, 2022: Public Works staff provided the plats to the Assistant Town Attorney for review

May 23, 2022: Public Works staff meeting with the Assistant Town Manager and Assistant Town Attorney to check the status of the easement plat review

- The Assistant Town Manager to work with the Assistant Town Attorney and Public Works staff to draft the easement documents and put together the required Council Agenda Items for the June Work Session and Regular Business meeting.

NO TITLE REPORT FURNISHED.
PLAT SUBJECT TO EASEMENTS
AND RESTRICTIONS OF RECORD.



BOUNDARY INFORMATION
SHOWN HEREON BASED ON
CURRENT FIELD SURVEY.

West 11th STREET

60' WIDE

0' 25' 50' 75'

SCALE IN FEET

COMMONWEALTH OF VIRGINIA
DARRYL G. MERCHANT
Lic. No.1606
03-26-2022
LAND SURVEYOR

survey@measure-map.com
540-683-6878
Darryl G. Merchant
Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630

PLAT SHOWING PROPOSED STORM DRAIN EASEMENT
PREPARED FOR THE TOWN OF FRONT ROYAL ON

LOT 37 and LOT "A"

(LOT "A" OF THE RESUBDIVISION OF LOTS 38 - 47)

BLOCK 3

ROYAL VILLAGE SUBDIVISION

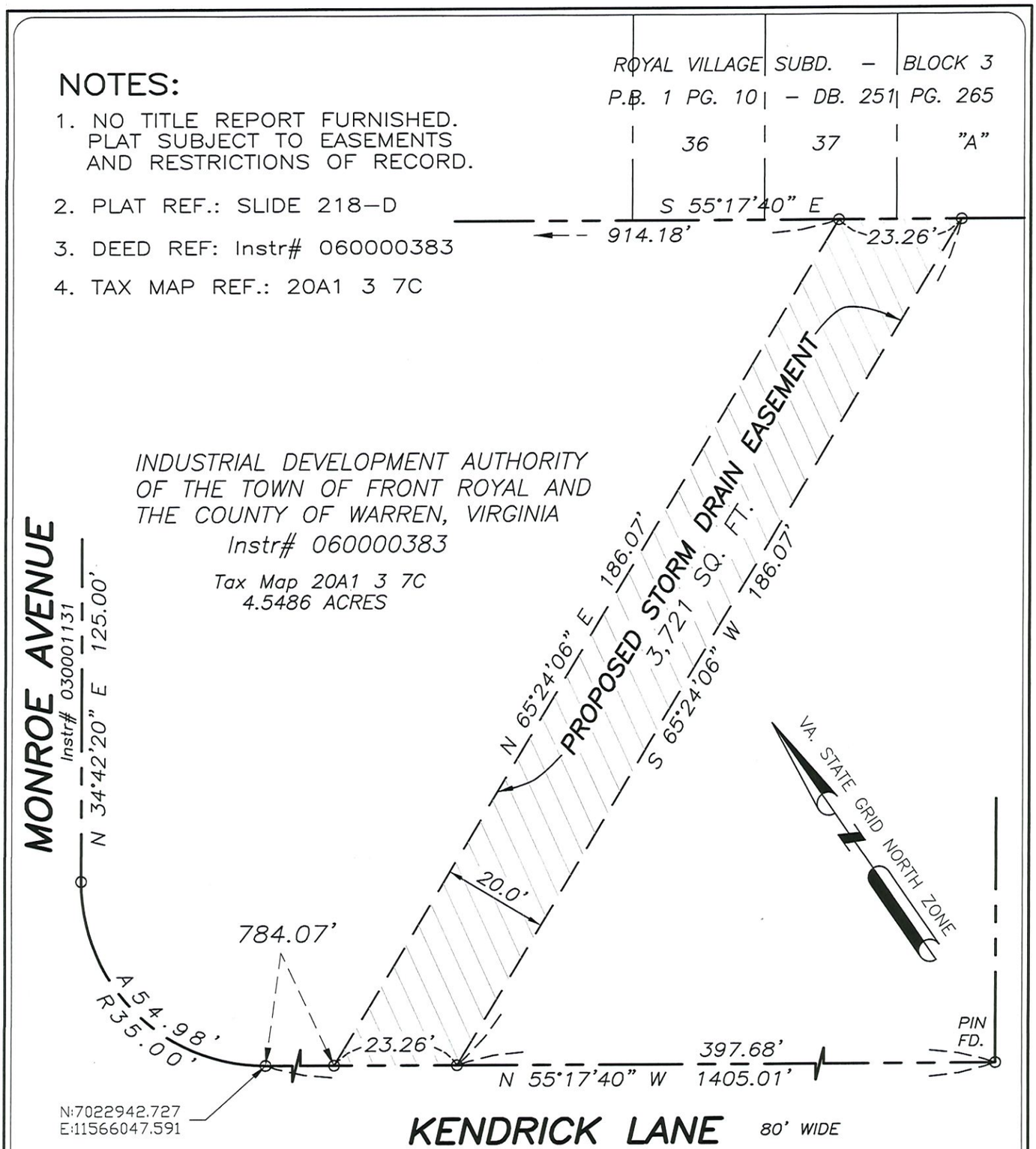
TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

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REPRODUCED OR ALTERED WITHOUT PERMISSION.

22-F103	DWG. No. AM-1812	DATE: 25 MARCH 2022	SCALE: 1" = 25'

NOTES:

1. NO TITLE REPORT FURNISHED. PLAT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
2. PLAT REF.: SLIDE 218–D
3. DEED REF: Instr# 060000383
4. TAX MAP REF.: 20A1 3 7C



COMMONWEALTH OF VIRGINIA
DARRYL G. MERCHANT
Lic. No.1606
03-26-2022
LAND SURVEYOR

BOUNDARY INFORMATION SHOWN HEREON BASED ON CURRENT FIELD SURVEY.

0′ 25′ 50′ 75′
SCALE IN FEET

survey@measure-map.com
540–683–6878
Darryl G. Merchant
Consulting Land Surveyor
P.O. BOX 1508
FRONT ROYAL, VA 22630

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22–F103 | DWG. No. AM–1813

PLAT SHOWING PROPOSED STORM DRAIN EASEMENT
PREPARED FOR THE TOWN OF FRONT ROYAL
ON THE LAND OF THE

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA

TOWN OF FRONT ROYAL – WARREN COUNTY, VIRGINIA

DATE: 26 MARCH 2022 | SCALE: 1" = 25'

Kathleen Leidich

From: Steve Scheulen
Sent: Friday, May 27, 2022 8:25 AM
To: Kathleen Leidich
Cc: George Sonnett; Robbie Boyer
Subject: FW: Easement 610B W 11th St

Kathy,

We should be good to go on this one.

Steve Scheulen
Infrastructure Manager
Town of Front Royal
540-635-7819
sscheulen@frontroyalva.com

From: Carmelia Oelze <cmoelze@gmail.com>
Sent: Thursday, May 26, 2022 7:39 PM
To: Steve Scheulen <sscheulen@frontroyalva.com>
Subject: Easement 610B W 11th St

Steve,

Pet our conversation this morning, I am willing to cooperate with any requests for easements on my property at 610B W 11th St in regards to drainage work.

Please let me know if any further information is required.

Carmelia Oelze

Kathleen Leidich

From: Steve Scheulen
Sent: Friday, May 27, 2022 9:34 AM
To: Kathleen Leidich
Cc: Robbie Boyer; George Sonnett
Subject: FW: 612 West 11th easement storm sewer

Importance: High

Kathy,

See owners response below.

Steve Scheulen
Infrastructure Manager
Town of Front Royal
540-635-7819
sscheulen@frontroyalva.com

-----Original Message-----
From: Steve Scheulen <sscheulen@frontroyalva.com>
Sent: Wednesday, January 26, 2022 11:35 AM
To: Steve Scheulen <sscheulen@frontroyalva.com>
Subject: FW: 612 West 11th easement storm sewer
Importance: High

Steve Scheulen
Town of Front Royal
540-635-7819

-----Original Message-----
From: Nate Redabaugh <nate@greenteaminc.com>
Sent: Wednesday, January 26, 2022 11:12 AM
To: Steve Scheulen <sscheulen@frontroyalva.com>
Cc: Dull, Stan <standull@hotmail.com>
Subject: RE: 612 West 11th easement storm sewer
Importance: High

Please forward emails to me and Stan, copied on the email.

We are happy to move forward with storm sewer easement needed.

Please select Stanley P Dull, President/Owner of Independence Realty LLC for signer on behalf of Independence Realty LLC

Wishing you and yours health and safety.

Best,

Nate Redabaugh

Accountant

Independence Realty 703-366-3462 <tel:%28703%29%20366-3440>

10307 Piper Lane

Manassas, VA 20110

Fax 703-366-3498 <tel:%28703%29%20366-3498>

nate@greenteaminc.com <mailto:nate@greenteaminc.com>

Work Session Agenda Statement

Item # 03

Meeting Date: June 13, 2022

Agenda Item: AMP Power Purchase Portfolio

Summary: At the May 9th Work Session, Staff discussed American Municipal Power's (AMP) recommendation to pass a Resolution/Ordinance to allow the purchase of Power Blocks for the 2025-2028 Timeframe to balance our needs. At the May 23rd Regular Meeting, Council removed the Resolution/Ordinance from the consent agenda for further discussion.

After seeking out additional analysis of our Power Purchase Portfolio Strategy from GDS Associates, Staff recommends a blended pricing approach for our 2023-2025 unsecured power needs to help mitigate risks and stabilize budgetary constraints.

Budget/Funding: N/A

Staff Recommendation: Town Staff will be available for discussion.

Town Council Work Session
June 13th, 2022

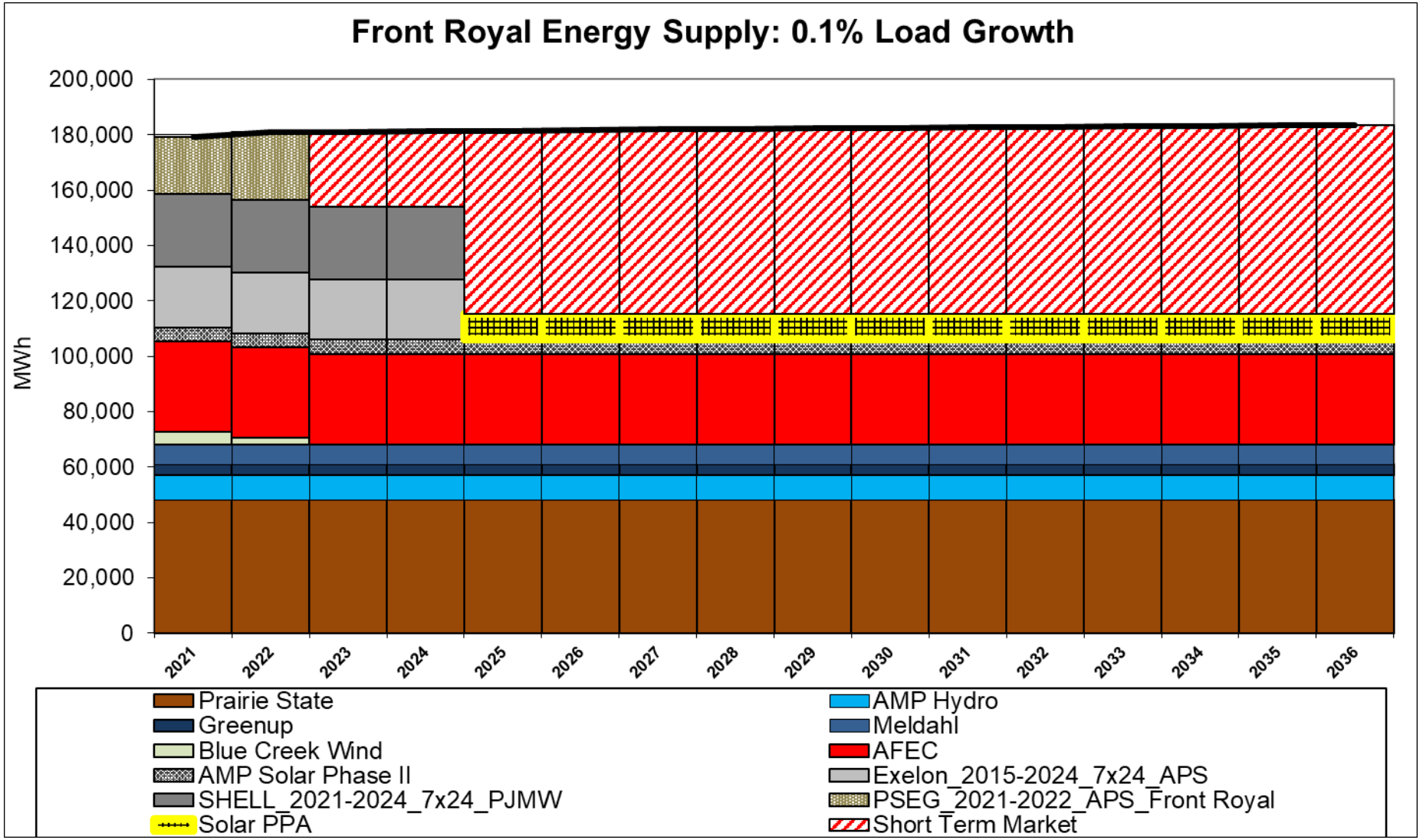
Mary Ellen Lynn, Interim Director of Energy Services

American Municipal Power

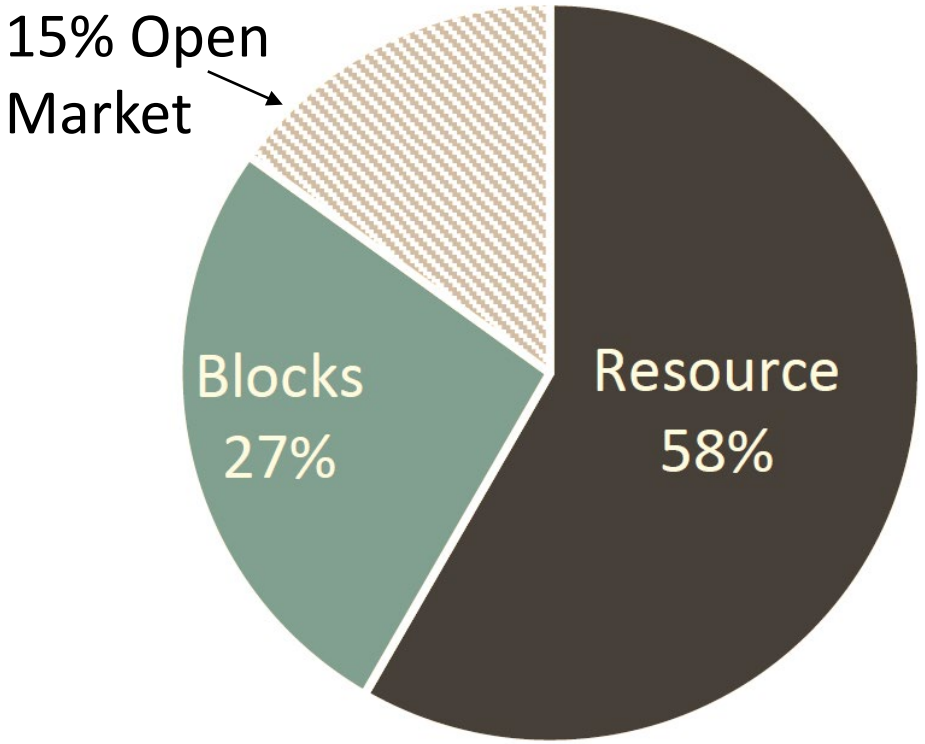
- AMP exists to assist its members in developing power-supply options and work collectively with other members to reduce cost and provide opportunities to obtain generation assets.
- 134 Members in nine states (Ohio, Pennsylvania, West Virginia, Michigan, Virginia, Delaware, Kentucky, Indiana & Maryland)
- All member are municipalities
  - Virginia members include Front Royal, Bedford, Danville, Martinsville & Richlands

AMP Services

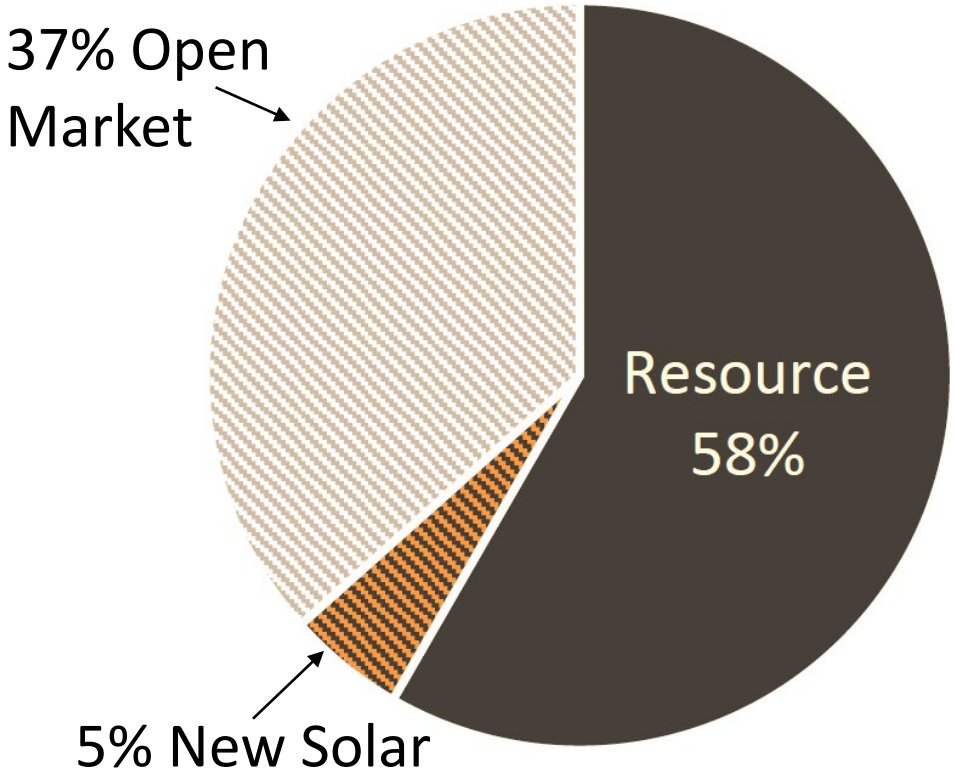
- Generation Asset Ownership Opportunities
  - We have 6 Generation Assets in our Portfolio (Coal Fired, Natural Gas, Hydro & Solar) with contract that go out as far as 2049
- Power Supply Purchase Opportunities
  - AMP is not the power supplier – they transact with power supply counterparties on our behalf. They provide creditworthiness and larger scale purchasing power to negotiate the best terms and pricing.
- Long Term Power Supply Planning
- Legislative Services
- Economic Development Support & Resources
- Mutual Aid
- Scholarship Program


Front Royal Energy Supply: 0.1% Load Growth
MWh
200,000
180,000
160,000
140,000
120,000
100,000
80,000
60,000
40,000
20,000
0
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
Prairie State
Greenup
Blue Creek Wind
AMP Solar Phase II
SHELL_2021-2024_7x24_PJMW
Solar PPA
AMP Hydro
Meldahl
AFEC
Exelon_2015-2024_7x24_APS
PSEG_2021-2022_APS_Front Royal
Short Term Market

2023 & 2024



2025 & ON



Recommendations for Future

- Pass Power Block Purchase Resolution for 2025-2028
- During 2023-2024 purchase our remaining needs of 15% on the open market

OR

- Move Forward with blended pricing approach for the 2023-2025 timeframe

Work Session Agenda Statement

Item # 04A

Meeting Date: June 13, 2022

Agenda Item: Short Term Rental Applications

Summary: Two Short term rental SUP applications have been submitted to Planning staff.

1. 108 Virginia Avenue-
    a. The rental will be available for short-term visitations as the property is ideal for tourism given its location within the historic district and proximity to downtown. This property is not a primary residence or long-term rental at this time. There are 4 total bedrooms, only 2 bedrooms will be rented for the purpose of short-term rental with a total occupancy not to exceed 4 occupants. The upper floor of the residence will be marked as private and unavailable to the short-term renters, the owner has personal items on the second floor.

2. 201 E. Main Street –
    a. This property is not being used as a primary residence. The lower level of the structure is currently operating as a retail business. There is a residential unit on the upper level of the building where two bedrooms will be available for short-term visitations. Maximum occupancy will not exceed four (4) occupants. Designated parking spots are marked on the property.

Budget/Funding: N/A

Staff Recommendation: N/A

Staff recommends approval of both applications during the public hearings to be held a Council's June 27th Regular Business Meeting. Staff conducted inspections of both properties on May 3, 2022 and confirm that all aspects of the Management Plan and Zoning Ordinance are in compliance.

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

STAFF REPORT FOR PLANNING COMMISSION
MAY 18, 2022, CONSENT AGENDA & JUNE 15, 2022, PUBLIC HEARING

APPLICATION #:

FRSPU-003069-2022

APPLICANT:

Bridget Scanlan

APPLICATION SUMMARY:

A Special Use Permit Application has been submitted for a Short-Term Rental located at 108 Virginia Ave.

GENERAL INFORMATION:

Site Address	108 Virginia Ave.		
Zoning District	R-3		
Overlay Districts	Historic Area – YES	Floodplain – NO	Entrance Corridor – NO
Tax Identification	20A513134 4		
Location	The site is located at the intersection of Virginia Ave and W. 1st St.		



VICINITY MAP



Property History	*No current or past code violations at this address.* *Past business license approved for Dragonfly Native American Jewelry.* *Past approved Zoning permit to replace portico & walkway, repair and repaint the exterior.* *Past approved Zoning permit for metal roof replacement.*

Surrounding Zoning Districts & Uses	*North: Residential - (R-3)*	*Use: Dwelling*
	South: Residential – (R-3)	*Use: Dwelling*
	East: Residential - (R-3)	*Use: Dwelling*
	West: Residential - (R-3)	*Use: Dwelling*

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING

STAFF REPORT FOR PLANNING COMMISSION
MAY 18, 2022, CONSENT AGENDA & JUNE 15, 2022, PUBLIC HEARING

APPLICATION #:
FRSPU-003087-2022

APPLICANT:
Aaron Hike

APPLICATION SUMMARY:

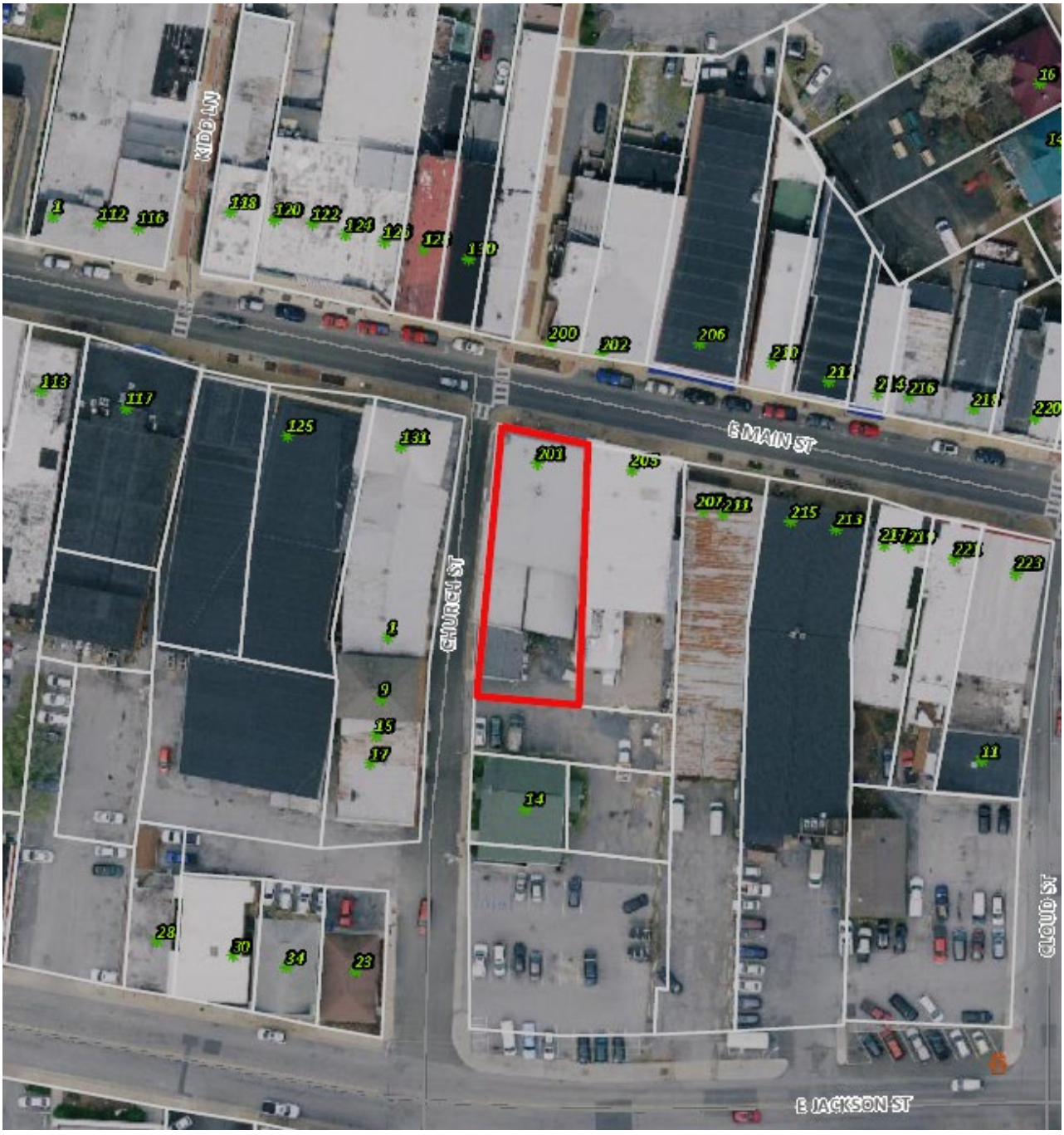
A Special Use Permit Application has been submitted for approval of a Short-Term Rental located at 201 E. Main Street.

GENERAL INFORMATION:

Site Address	201 E. Main Street		
Zoning District	C-2		
Overlay Districts	Historic District – YES	Floodplain – YES	Entrance Corridor – NO
Tax Identification	20A810 5		
Location	The site is located at the corner of East Main Street and Church St.		



VICINITY MAP



Property History	*No current or past code violations at this address.*

Surrounding Zoning Districts & Uses	North: Commercial - (C-2)	Use: Commercial
	South: Commercial - (C-2)	Use: Vacant Lot
	East: Commercial - (C-2)	Use: Commercial
	West: Commercial - (C-2)	Use: Commercial

Work Session Agenda Statement

Item # 04B

Meeting Date: June 13, 2022

Agenda Item: Proposed Ordinance Amendment to Chapter 175 for Data Centers

Summary:

An amendment to chapter 175 of the Town of Front Royal zoning ordinance to add the definition of data center, green roof, solar roof, and vegetative roof to 175-3; add data center as a use permitted by right in the (I-2) zoning district, revise permitted uses in the (I-2) zoning district, 175-65; and to add supplemental regulations for data centers, 175-152. This amendment will supplement the Towns Economic Development efforts and help with the marketability of the Towns industrial zoned areas.

Budget/Funding: N/A

Staff Recommendation: N/A

Staff recommends approval of the text amendment during a public hearing scheduled for Council's June 27th Regular Meeting.

AN AMENDMENT TO CHAPTER 175 OF THE TOWN OF FRONT ROYAL ZONING ORDINANCE TO ADD THE DEFINITION OF DATA CENTER, GREEN ROOF, SOLAR ROOF, AND VEGETATIVE ROOF TO 175-3; ADD DATA CENTER AS A USE PERMITTED BY RIGHT IN THE (I-2) ZONING DISTRICT, REVISE PERMITTED USES IN THE (I-2) ZONING DISTRICT, 175-65; AND TO ADD SUPPLEMENTAL REGULATIONS FOR DATA CENTERS, 175-152.

Chapter 175 Zoning

175-3. DEFINITIONS

DATA CENTER

A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances, and other associated components related to digital data operations, which may also include other associated utility infrastructure to support sustained operations.

SOLAR ROOF

A solar roofing system that generates reusable energy, which reusable energy accounts for at least 2.5 percent of the total electric energy used by the building to which the solar roofing system is attached.

VEGETATIVE ROOF

A roofing system designed in accordance with the Virginia Stormwater Management Program's standards and specifications for green roofs, as set forth in the Virginia Stormwater BMP Clearinghouse, in which at least 50 percent of the total roofing area is vegetative.

INDUSTRIAL EMPLOYMENT DISTRICT (I-2)

(Amended 1-23-95 Repealed former Heavy Industrial I-2)

175-64 STATEMENT OF INTENT (I-2)

The I-2 Industrial Employment District is designed to:

A. Enable the establishment of industrial and employment uses and structures in appropriate locations of the town.

B. Prevent land or structures from being used in a manner so as to create any dangerous, injurious, noxious, or otherwise objectionable risk of fire, explosion, radioactivity, or other hazardous condition; noise or vibration, smoke, dust, odor, or other form of air pollution; electrical or other disturbance, glare, or heat; liquid or solid waste; or other condition that would adversely affect nearby residential and commercial areas.

C. Provide controls and standards for the establishment of industrial and employment uses and structures in keeping with the purposes of this Article and the Front Royal Comprehensive Plan.

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175-65 USE REGULATIONS (I-2)

A. Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within the I-2 District, the following uses of land and buildings are permitted by-right in the I-2 District:

RESIDENTIAL:
Caretaker or Guard quarters

COMMERCIAL:
Automobile and truck sales lots and leasing agencies, in accordance with 175-44.E
Automobile garage (auto repair)
Automobile service stations (gas stations)
Business Offices
Coal and wood yards, lumberyards, and feed/seed stores
Commercial nurseries, greenhouses, and garden centers
Commuter parking facilities
Contractor's offices, display rooms and storage
Data Centers, in accordance with 175-152
Furniture stores
Lumber and building supply
Professional Offices
Technology Business including internet service providers, software design and development, content developers, internet-based sales, and service, inbound or outbound call centers
Veterinary hospitals
(Amended to Add "Business Offices; Professional Offices; Technology Business" 3-28-16-Effective Upon Passage)

INDUSTRIAL:
Distribution facilities
Light Manufacturing
Woodworking and upholstery shop.
Wholesale

ORGANIZATIONAL:
Buildings used primarily for federal, state, county, or local government purposes
Laboratory, pharmaceutical and/or medical
Public protection facilities: fire departments, rescue squads, police stations, or substations
~~Schools~~
(Amended to Add "Schools" 3-28-16-Effective Upon Passage)

MISCELLANEOUS:
Accessory uses, structures, and buildings
Home occupations
Open Space
Public facilities.
Public parks and playgrounds
Public utilities

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Signs, as set forth in Section 175-106
~~Special childcare services~~
Vegetative roofs
Such other uses as determined similar to one or more enumerated uses by the Zoning Administrator

B. The following uses are permitted within the I-2 District only by approval of a **special use permit**, except as prohibited or restricted by separate restrictions of record that may pertain to property within the I-2 District:

RESIDENTIAL:

COMMERCIAL:
Airport (including heliports)
Assembly Halls.
Barber and beauty shops
Catering Services
Clubs
Daycare and daycare facilities
Kennels
Recreation facility, commercial
Restaurant, including drive-in restaurants
Retail Stores
(Added "Technology Business" 6-26-00-Effective Upon Passage)
(Added "Kennels" 4-14-03-Effective Upon Passage)
(Added "Recreation Facility, Commercial" 7-28-08-Effective Upon Passage)
(Added "Catering Services" 1-28-11-Effective Upon Passage)
(Amended by moving Business Offices; Prof Offices, Tech Business to (A) above 3-28-16-Effective Upon Passage)

INDUSTRIAL:
Automobile Graveyard
Hazardous Material Storage
Heavy Manufacturing
Medium Manufacturing
Scrap metal processing

ORGANIZATIONAL:
Schools

MISCELLANEOUS:
Solar roofs

Any use permitted under Section 175-65.A., or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-67, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

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Communications Towers and cable television facilities, with wireless telephone (cell phone) communications tower subject to the supplemental provisions prescribed in Section 175-110.4.

Conservation Areas
Mini-warehouses
Parking Structures
(Added "Wireless Telephone" 9-26-05-Effective Upon Passage)
(Amended reference to portable storage containers 7-25-05-Effective Upon Passage)
(Amended Entire Section 6-22-15-Effective Upon Passage)

175-66 AREA REGULATIONS (I-2)

A. Minimum lot size: ~~twenty thousand (20,000) square feet~~ One (1) Acre.
B. Minimum lot width: ~~eighty~~ one hundred fifty ~~(80)~~ (150) feet.
C. Minimum district size: ten (10) acres.
(Amended 8-12-91-Effective Upon Passage)

175-67 MAXIMUM HEIGHT OF BUILDINGS (I-2)

A. All buildings/structures: seventy-five (75) feet, except as provided for in Section 175-65B.

B. Exemptions to height requirements:
1. Chimneys and flues.
2. Cooling towers.
3. Flagpoles.
4. Radio and communications towers.
5. Parapet walls up to four (4) feet above the height of the building on which the wall rests.
6. Water towers.
7. Elevator towers.

175-68 MINIMUM YARD DIMENSIONS (I-2)

A. All structures:
1. Front: twenty-five (25) feet.
2. Side: ~~ten~~ fifteen ~~(10)~~ (15) feet for principal structure, 10 feet for accessory structure.
3. Rear: ~~zero (0)~~ fifteen (15) feet for principal structure, 10 feet for accessory structure
4. Corner side: twenty-five (25) feet.

B. Transitional requirements, when adjoining a residential district
1. Side: forty (40) feet.
2. Rear: forty (40) feet.
3. All transitional yards shall be landscaped in accordance with Section 148-44.

175-69 LOT COVERAGE (I-2)

A. Maximum building coverage: - fifty percent (50%).
B. Maximum impervious surface coverage: - seventy-five percent (75%).

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175-70 PERFORMANCE STANDARDS (I-2)

The following performance standards shall apply to all uses within the I-2 Industrial Employment District:

A. Vibration:

1. No continuous, frequent, or repetitive vibrations shall be produced which are discernible to a person of normal sensitivities, without instruments, on land that is not zoned for industrial uses.

2. Vibrations from temporary construction and vehicles leaving the property (such as trucks or trains) are excluded. Vibrations from on-site equipment or vehicles that remain primarily on-site are included.

3. Vibrations of no more than five (5) minutes on any ~~one (1)~~ day between the hours of 7:00 a.m. and 7:00 p.m. shall not be deemed continuous, frequent, or repetitive.

B. Glare: Any operation or activity producing intense light or glare shall be performed in such a manner as not to create a glare effect across lot lines. Direct illumination from any source shall be screened from adjoining properties.

C. Heat:

1. Heat from an industrial use shall not at any time cause a temperature increase in the air on any adjacent property in excess of ten degrees Fahrenheit (10 F.).

2. Heat from an industrial use shall not at any time cause a temperature increase in a stream, wetland, lake, or any other body of water, at or beyond the property line of the lot on which it is located, that would have an adverse effect on any aquatic life.

D. Liquid or Solid Wastes:

1. No industrial use shall result in the discharge of liquid or solid waste into any public sewer, private sewage system, public waters or into the ground except in compliance with applicable federal, state, or local laws governing such discharge.

2. There shall be no accumulation outdoors of solid wastes conducive to the breeding of rodents or insects.

3. All discharges into any public sewer shall comply with the provisions of Section 134-2, et seq.

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E. Smoke and Particulate Matter:

1. Open storage and open processing operations, including on-site transportation movements which are the source of windborne dust or other particulate matter or which involve dust or other particulate air contaminant generating equipment (such as used in paint spraying, grain handling, sand or gravel processing or sandblasting) shall be conducted so that dust and other particulate air contaminants are not transported in visible quantities across the boundary line of the tract on which the industrial use is located.

2. All industrial uses shall comply with state and federal air pollution control regulations.

F. Toxic and Hazardous Materials:

1. All toxic and hazardous materials used in industrial operations shall be registered with the Front Royal Fire Department for purposes of safety.

2. Activities involving the storage or use of materials or products which decompose by detonation shall be registered with the Front Royal Fire Department.

3. Explosives shall be stored, used, and manufactured in accordance with applicable state and federal regulations.

G. Odor:

1. No continuous, frequent, or repetitive emission of odors or odor-causing substances of such intensity and character as to be detrimental to the health and welfare of the public or neighboring landowners or to interfere with the comfort of the public or neighboring landowners at or beyond the property line shall be permitted. Any such odor or odor causing activity or substance shall be removed, stopped, or so modified as to remove the odor.
2. An odor which is evident no more than once in any one (1) day for a period not exceeding five minutes shall not be deemed as continuous, frequent, or repetitive within the meaning of these regulations.

H. Noise:

1. No industrial activity shall generate noise that tends to have an annoying or disruptive effect upon uses located beyond the property boundary.

2. Where technical evidence of violation is warranted, sound levels shall be measured at locations specified in Section 175-71 with a sound level meter and associated octave band filter, manufactured in accordance with the American Standards Association. Measurements shall be made using the flat network of the sound level meter. No sound pressure level shall exceed the decibel levels in the octave bands shown herein.

3. Maximum permitted sound levels (in decibels):

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Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels
0 to 75	72
75 to 150	67
150 to 300	59
300 to 600	52
600 to 1200	46
1200 to 2400	41
2400 to 4800	38
Above 4800	35

4. Noise resulting from temporary construction activity between the hours of 7:00 a.m. and 7:00 p.m. shall be exempt from this section.

I. Screening:

1. Except where otherwise specifically approved in the Town Code, permitted uses shall be conducted wholly within a completely enclosed building.

(Amended 1-28-13-Effective Upon Passage)

2. Outdoor storage, outdoor display or outdoor sale of goods shall only be permitted when each of the following standards are met.

   a. Outdoor storage, outdoor display, or outdoor sale of goods shall be used in direct association with the primary use or uses of the property.

   b. Outdoor storage, outdoor display and/or outdoor sales shall be screened to obstruct view from any adjacent public street. A screen may consist of a building, solid masonry wall, uniformly painted solid board fence or landscaping. The height of the screening shall be a minimum of six (6) feet unless an alternative height is approved by the Planning Commission during the review of a site plan.

(Added (2a-b) 1-28-13-Effective Upon Passage)

3. The following types of outdoor display and/or outdoor sales shall be exempt from the requirements of Section 175-70.I.2.b.

   a. Motor vehicles.

   b. Power operated machines designed for outdoor labor, such as farming, construction, or lawn maintenance, as well as large equipment, products, and materials designed to be kept outdoors.

   c. Plants and other landscaping products typically sold with plants.

   d. Temporary or seasonal activities, such as but not limited to, peddlers and itinerant merchants that have obtained approval from the Town.

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e. Pre-manufactured buildings.

f. Vending machines.

g. General products, goods, merchandise, and/or materials, provided that (i) no more than 200 square feet of area is used, and (ii) outdoor display and/or sales are restricted from the evening and night hours from 8PM to 5AM, except that general products, goods, merchandise, and/or materials may be kept outdoors if located under a roofed structure.

(Added (3a-h) 1-28-13-Effective Upon Passage; Removed "h" 10-10-17-Effective Upon Passage)

4. All sites and parking areas shall be landscaped in accordance with the provisions of the Town of Front Royal's Landscaping Preservation and Planting Guide.

5. Automobile graveyards and junkyards, including those in existence at the time of the adoption of this chapter, shall completely screen, on any side open to view from a public road, the operation or use by a solid masonry wall, a uniformly colored solid fence, or dense evergreen plantings at least six (6) feet in height at the time of planting.

175-71 LOCATIONS FOR DETERMINATION OF PERFORMANCE STANDARDS (I-2)

Measurements may be made at ground level or at habitable levels of buildings. Measurements shall be made at the property boundary of the parcel where the industrial use is located.

175-72 ADMINISTRATION/ENFORCEMENT OF PERFORMANCE STANDARDS (I-2)

A. Before a building permit or zoning permit shall be issued or construction commenced on any uses in this district or a permit issued for a new use, the development plans shall be submitted to the Zoning Administrator for review. Sufficient detail shall be provided on said plans to show compliance with the substantive provisions of this chapter and compliance of the operations and processes to the performance standards.

B. Determinations of a violation shall be made pursuant to a test using either the senses of the Zoning Administrator and a second municipal official/employee, or using equipment before notice of violation is issued. The operator of an industrial use shall be given written notice of the time and place of the test and given a reasonable opportunity to witness the test.

C. The Zoning Administrator will notify landowners and business operators/tenants in writing of violations and will then seek compliance. When notified of a violation, a landowner or tenant will have the opportunity to demonstrate that the operation predates the application of this Article and is therefore a valid nonconforming use. A finding of violation may be appealed to the Board of Zoning Appeals and then to the courts.

D. If a violation exists and the operator fails to take satisfactory action within two (2) weeks, the Zoning Administrator shall take or cause to be taken such action as is appropriate to cause correction of such violation. Failure to obey lawful orders concerning correction of such violation

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shall be punishable as provided generally for violations in the Zoning Ordinance and in other laws or regulations affecting the case.

175-73 OFF-STREET PARKING AND LOADING (I-2)

A. Parking space requirements:

1. Industrial uses/manufacturing/distribution areas: one (1) space per employee one (1) space for every vehicle used on site, plus one (1) space per delivery/loading bay.

2. Automobile garages: two (2) spaces per service bay, or two (2) spaces for every three hundred sixty (360) square feet. Every such facility shall have a minimum of three (3) spaces.

3. Industrial uses/office component: one (1) space per three hundred (300) square feet of office area.

4. Other uses not specifically enumerated: see Section 175-104.

B. Location: Minimum setback for loading areas, driveways, and parking: five (5) feet from side and rear property lines for parking areas with fewer than fifteen (15) spaces and five (5) feet from front property line except where driveway entrance is located. All parking areas with fifteen (15) or more spaces shall meet the requirements of Section 148-48.

C. Loading space requirements:

1. Number: one (1) space for first ten thousand (10,000) square feet of gross floor area, plus one (1) space for each additional forty thousand (40,000) square feet or fraction thereof. For purposes of this section, gross floor area shall include gross outdoor storage areas, covered or uncovered.

2. Size of space: minimum twelve (12) feet wide and fifty-five (55) feet in length, with a minimum clear height of fifteen (15) feet.

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175-152. Data Centers

A. STATEMENT OF INTENT

These requirements are intended to ensure that the development of data centers, where allowed, is consistent with the goals of the Comprehensive Plan; promote public health, safety, and welfare by improving air quality and reducing dust, glare, and noise; promote traffic safety by defining circulation patterns; and provide for the protection of the appearance and value of neighboring properties.

B. DEVELOPMENT STANDARDS

All facilities shall be subject to the use limitations and development standards set forth in the underlying land use district; in addition, shall be subject to the following supplemental regulations:

SITE DESIGN & LAYOUT

C. Access And Internal Circulation

1. Access and internal circulation shall be designed so as not to impede traffic on a public street. Access by the following means may be approved:
2. Provision of shared entrances, interparcel connection and travelways, or on-site service drives connecting adjacent properties.
3. Access from a secondary public street as opposed to the corridor highway.
4. Access points, for lots located at an intersection, shall be located the maximum distance possible from existing or proposed intersections.
5. The internal streets of a commercial, office, or industrial complex.

D. Setbacks And Height

1. Setbacks. Minimum yard depth shall be as follows:
    a. Front: 100 feet for structures; 50 feet for parking lots
    b. Rear and side: 50 feet for structures; 25 feet for parking lots.
    c. Reductions to required minimum yard depth may be granted by the Town of Front Royal Town Council and/or Planning Commission, as applicable, where, on account of topographical, depth of lot, or other circumstances applicable to the subject property, without such relief use of the subject property would be effectively prohibited or unreasonably restricted.
2. Building Height
    a. Buildings may be constructed up to seventy-five (75) feet.
    b. A building may be constructed to one hundred (100) feet if it is set back an additional five feet for each one foot of height that it exceeds the seventy-five-foot limit.

E. Parking and Landscaping

1. One (1) space per employee on the major shift and one (1) space for every vehicle used on site, plus one (1) space per delivery/loading bay.
2. Landscaping shall be installed in accordance with the requirements of Chapter 156 and the Town's Landscape Preservation and Planting Guide.
3. Parking areas shall be located to the rear or side of the structure(s) or building(s) they are intended to serve whenever possible. Where parking is designed to be located in the front yard setback of the corridor highway, a three-foot berm or wall shall be utilized with a designated street buffer. Where a wall is used, it shall be placed adjacent to the parking areas.

F. Service Areas

1. Loading and service bays. Loading areas, service entrances and service bays shall be oriented and/or screened so as not to be visible from the public right-of-way.

G. Waste Disposal Areas

1. Dumpster and other waste disposal areas shall be completely screened from the public view by means of a board-on-board fence and landscaping, or similar opaque material.

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H. Fences

1. Fencing of the property is permitted, provided that fencing along public or private streets is not chain-link, with or without slatted inserts, and does not include barbed wire or other similarly visibly intrusive deterrence device. Acceptable fencing examples below:

I. Mechanical Equipment

1. Mechanical equipment shall be shielded and screened from the public view and designed to be perceived as an integral part of the building.

J. Exterior Lighting

1. Lighting shall be installed in accordance with the requirements of Chapter 148-860.F.

K. Pedestrian And Bicycle Facilities

1. Sidewalks and/or trails for pedestrian and/or bicycle access shall be provided, at a minimum, along any side of a public road that abuts the property upon which the data center is located.

L. Sound regulations shall be in compliance with the underlying zoning district.

BUILDING LOCATION AND TREATMENT

A. Integrated Campus Style Development.

1. All buildings within a property shall be developed as a cohesive entity, ensuring that building placement, architectural treatment, vehicular and pedestrian circulation, and other development elements work together functionally and aesthetically. Architectural treatment shall be designed so that all building facades of the same building (whether front, side, or rear) that are visible from the public right-of-way, shall consist of similar architectural treatment in terms of materials, quality, appearance, and detail.

B. Orientation

1. Building facades and entrances should be oriented in a manner toward the primary means of vehicular access.

C. Floor Area

1. The Floor Area Ratio (total building floor area/total lot area) shall not exceed 0.5 except when a Floor-Area Ratio (FAR) bonus for green roofs that cover more than 50% of the roof area are approved.

2. Buildings with green roofs are eligible for floor area bonuses, provided they meet the following minimum standards:

    a. The site for which the floor area bonus is requested must be located in a commercial or industrial district.

    b. To be eligible for floor area bonus, a green roof must cover more than 50% of the net roof area (i.e. the total gross area of the roof minus any roof area covered by mechanical equipment) or 2,000 square feet of contiguous roof area, whichever is greater.

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c. Documentation must be submitted demonstrating that the roof can support the additional load of plants, soil, and retained water, and that an adequate soil depth will be provided for plants to thrive.

d. The roof area must contain sufficient space for future installations (e.g. mechanical equipment) that will prevent adverse impacts (e.g. removal of or damage to plants or reduction in area) of the green roof.

e. Plant varieties, soil depths and soil content must comply with Town of Front Royal horticultural standards and guidelines.

f. Vegetation must be maintained for the life of the building.

g. Green roofs are subject to periodic inspection by the Department of Planning/Zoning to ensure that the amenity is properly maintained.

h. Bonus Formula

1. The floor area bonus for qualifying green roofs is calculated as follows: Bonus FAR = (area of roof landscaping in excess of 50% of net roof area / lot area) X .30 X Base FAR.

D. Building Bulk and Mass

1. All buildings and parking areas should be designed with treatments to break up the mass and bulk and include at least two of the following design elements:
   a. change in building height
   b. building step-backs or recesses
   c. fenestration
   d. change in building material, pattern, texture, color; or
   e. use of accent materials
2. The treatment of buildings shall include vertical architectural treatment at least every 50 feet to break down the scale of the building into smaller components.
3. Any facade with a blank wall must be screened in a manner approved by the Zoning Administrator to comply with applicable provisions of the Town of Front Royal's Code.
4. Architectural details shall continue on all facades visible from the public right-of-way.

E. Materials

1. Building materials should be typical of those prevalent in the Town of Front Royal, including stucco, brick, architectural block, wood siding, and standing seam metal roofs.
2. No facade visible from adjoining property or the public right-of-way shall be constructed of unadorned cinder block, corrugated metal, or sheet metal.
3. All equipment necessary for cooling, ventilating or otherwise operating the data center, to include emergency generators, for any data center constructed in the commercial and industrial districts should be located within an enclosed building.

F. Color

DRAFT

1. The permanent color of building materials (to be left unpainted) should primarily be earthen tones, along the corridor. Garish and striking colors should be avoided.

G. Adjoining historic properties

1. New construction on properties that adjoin designated historic properties should seek to incorporate the scale, massing, and treatment of the historic property into the new construction.
2. Efforts should be made to relate to the building height, when in proximity to the principal historic structure.
3. New construction should not overshadow the adjoining historic property.

This ordinance shall become effective upon passage.

APPROVED:

_____
Chris W. Holloway Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia conducted _____2022, upon the following recorded vote:

Lori A. Cockrell	__Yes __No	Gary L. Gillispie	__Yes __No
Letasha T. Thompson	__Yes __No	Amber F. Morris	__Yes __No
Joseph E. McFadden	__Yes __No	Zachary Jackson	__Yes __No

A public hearing on the above was held on _____, 2022 having been advertised in the Northern Virginia Daily on _____.

Approved as to form and legality:

_____
George Sonnett, Deputy Town Attorney Date: ____/____/_____

DRAFT

Work Session Agenda Statement

Item # 04C

Meeting Date: June 13, 2022

Agenda Item: FY22 Budget Amendment and Transfer of Additional Revenue for Paving Projects

Summary: Council will be requested to approve a FY22 Budget Amendment in the amount of $1,000,000 to account for revenues that exceeded FY22 budgeted amounts and to approve a FY22 Budget Transfer in the amount of $1,000,000 to allocate additional funds to advance the Town's paving plan. Due to the amount, a public hearing is scheduled to be held at the Regular Council Meeting of June 27th.

Budget/Funding:

Budget Amendment

Revenues

1000-3110101	General Fund Revenue Real Estate Property Tax	$100,000.00
1000-3110301	General Fund Revenue Personal Property Tax	$280,000.00
1000-3120501	General Fund Revenue Auto Licenses	$ 30,000.00
1000-3110601	General Fund Revenue Penalties Del Tax	$ 4,000.00
1000-3110602	General Fund Revenue Interest Del Tax	$ 12,000.00
1000-3120401	General Fund Revenue Franchise Tax	$ 5,000.00
1000-3120403	Electric Consumer Tax	$ 2,000.00
1000-3120404	Deregulation Local	$ 5,000.00
1000-3120601	General Fund Revenue Bank Stock Tax	$155,000.00
1000-3121001	General Fund Revenue Lodging Tax	$ 60,000.00
1000-3120301	General Fund Revenue Business Prof Licensing	$200,000.00
1000-3220108	General Fund Revenue Rental Vehicle Tax	$ 8,000.00
1000-3121101	General Fund Revenue Meals Tax	$139,000.00

Expenditure

9790-49006	General Fund Transfer to Street Fund	$1,000,000

Budget Transfer from General Fund to Street Fund

Revenue

4500-3240407	Transfer from General Fund to Street Fund	$1,000,000

Expenditure

4500-47927	Highway Maintenance Street Reconstruction	$1,000,000

Staff Recommendation: Staff recommends approval of the FY22 Budget Amendment and FY22 Budget Transfer as presented during the Council's Public Hearing scheduled for June 27th

Work Session Agenda Statement

Item # 04D

Meeting Date: June 13, 2022

Agenda Item: Resolution for Redundant Waterline in Route 522 North Corridor.

Summary: The Town of Front Royal provides water to residential, commercial, and industrial users within the Town and surrounding areas, including the heavily commercialized and industrialized Route 522 Corridor area, directly north of Interstate 66. Water provided by the Town is withdrawn from the Shenandoah River and treated by the Town's Water Treatment Plant located in the southern part of Town. Currently, the Route 522 Corridor is supplied with water through a single waterline of varying diameter which connects to the main portion of the Town's distribution system by crossing both the North and South Forks of the Shenandoah River. The Industrial facilities in the corridor utilize large quantities of water for process and cooling applications. Average demand in the corridor is currently 450,000-800,000 gallons per day, with future demand in 2035 estimated at approximately 2,120,000 gallons per day. Any disruption in quality or quantity of the water service along the Route 522 Corridor could significantly impact the existing large industrial facilities and other users in this system.

Since there is a single waterline serving the entire Corridor, and the Fairgrounds Road water tank has a storage capacity of only one million gallons, there is a risk that a single line break could leave the large industrial users without water very quickly. Thus, there is a need for the Town to increase the reliability of the water supply in the Corridor. Several methods of accomplishing redundancy in the water system have been proposed over the years, with the preferred option being the construction of a looped waterline to provide this redundancy. Dominion Energy is one of the largest water users in the Corridor. Because a constant water supply is critical to its operations, Dominion would prefer to have a second, fully redundant source of water in the Corridor. To accomplish this goal, Dominion has agreed to provide up to 75% of the total construction costs for a maximum of $3.5 million, to assist in funding the construction of a redundant waterline. A public hearing is scheduled for the June 27th Regular Council Meeting on this item.

Budget/Financing: N/A

Staff Recommendation: Town Council approve the attached resolution regarding the Redundant Waterline after a Public Hearing at its Regular Business Meeting on June 27, 2022.

Redundant Waterline Project Timeline

Council Action

- **3/7/11:** Council Special Meeting-Council approved final version of contract to provide central water and sewer service to Dominion Power/VEPCO gas-fired electrical generating facility in the Route 522 North Corridor (Power Plant formerly known as CPV-Warren introduced in 2002 to meet future eastern corridor power needs)

- **10/15/18:** Council Work Session-Council decides to go forward with the Feasibility Study for the project to be completed by a Consultant; Dominion Power agrees to contribute $3.5 million toward construction of a future redundant waterline

- **8/26/19:** Council Work Session- Consultant presentation of "Route 522 Corridor Water Main Preliminary Engineering Report" that was completed in July 2019

- **4/27/20:** Council Regular Business Meeting-Council approved Budget Amendment and Award of Bid for Engineering Services of Redundant Waterline Project

- **12/14/20:** Council Regular Business Meeting-Council passed resolution for Town Manager to Accept Deeds of Easement on behalf of the Town for Redundant Waterline Project in the Route 522 North Corridor

- **6/27/22:** Council Regular Business Meeting-Council to consider/act on Resolution establishing presumption of necessity for the easement acquisition/condemnation process

Town Staff/Consultant

- Currently working to secure final three easements
    - 6/13/22 Council Work Session: Staff/Consultant Presentation on easement acquisition/condemnation process

- Preparing to send the project out to bid-Proposed Schedule
    - 6/17: Bid advertised
    - 7/29: Bid submission deadline
    - 8/5: Bid extension deadline

Dominion Energy

- **6/1/12:** Dominion Broke Ground on gas-fired electrical generating facility (1,300 megawatts, enough electricity to power 325,000 homes at peak demand); About 30 employees expected at plant full time
    - **By 2022**: Dominion projected to need an additional 4,000 megawatts of electricity to meet peak demand

- **December 2014:** Facility was completed

Town of Front Royal, Virginia

RESOLUTION MEMORANDUM

Date: June 13, 2022

To: Mayor and Town Council

From: Kathleen Leidich, Assistant Town Manager
Robert Boyer, Director of Public Works
BJ Wilson, Director of Finance

Redundant Waterline Project-Route 522 Corridor North

Background

Town staff has been working to secure easements for the installation of the redundant waterline in the Route 522 Corridor North area. Staff, with consultant assistance, has obtained 30 of the 33 easements needed to construct the redundant waterline. Over the past several months, staff has continuously worked with the two property owners of the remaining three easement parcels, but has not yet been able to secure the final easements for the project. Upon the conclusion of the Public Hearing on June 27, 2022, Town Council is requested to approve the attached resolution to authorize the use of eminent domain, where needed, to acquire the remaining easements for the redundant waterline project.

Easements to be Acquired

Below is a list of the easement property locations that may require the use of eminent domain to be obtained:

1. Tax Map ID #20A221-11, Tax Map ID #20A221-9: F&R Limited Partnership
    a. Contact with Property Owner
        i. 7/17/20: Consultant emailed Property Owner
        ii. 7/29/20: Consultant emailed Property Owner
        iii. 7/31/20: Consultant emailed Property Owner
        iv. 8/17/20: Consultant walked the easement area with the Property Owner
        v. 10/26/20: Initial project notification letter was mailed to the Property Owner. Signed certified card returned with no date.
        vi. 11/20/20: First easement agreement package mailed to Property Owner. Signed certified card returned with no date.
        vii. 1/13/21: Consultant had phone meeting with Property Owner
        viii. 1/15/21: Second easement agreement package was mailed to Property Owner. Signed certified card returned dated 1/29/21.
        ix. 2/5/21: Consultant emailed Property Owner to discuss easement concerns
        x. 2/12/21: Property Owner emailed Consultant red-line markups on the proposed easement exhibits requesting tee connections
        xi. 2/18/21: Consultant provided updated exhibits displaying tee connections to Property Owner's legal representatives.
        xii. 4/16/21: Third easement agreement package was mailed to Property Owner. Signed certified card returned with no date.
        xiii. 2/17/22: Property Owner met in person with Town representatives. No agreement reached.

2. Tax Map ID #20-29E: Nickolas Schulz
    a. Property Owner has not been reached, despite multiple attempts
        i. 10/26/20: Initial project notification letter was mailed to Property Owner. No response received.
        ii. 11/20/20: First easement agreement package was mailed to Property Owner. No response received.
        iii. 12/18/20: Consultant left a voicemail for the Property Owner
        iv. 1/14/21: Consultant left a voicemail for the Property Owner
        v. 1/15/21: Second easement agreement package was mailed to Property Owner. Signed (COVID-19) certified card returned dated 2/2/21.
        vi. 1/19/21: Consultant left a voicemail for the Property Owner
        vii. 2/9/21: Consultant left a voicemail for the Property Owner
        viii. 2/17/21: Consultant left a voicemail for the Property Owner
        ix. 3/23/21: Consultant left a voicemail at a possible workplace and sent an email to a possible work email address belonging to the Property Owner.
        x. 4/16/21: Third easement agreement package was mailed to the Property Owner. Received on 4/19/21 marked “Return to Sender-Unclaimed” as well as “Deducted from trust fund”
        xi. 3/15/22: Consultant left a voicemail for the Property Owner

Requested Action

In order to keep the redundant waterline project moving forward, while the final easement negotiations are being exhausted, staff recommends proceeding with eminent domain, where needed, to acquire the remaining three easements for the project. Staff’s hope is to be able to negotiate the acquisition of these remaining easements prior to the June 27, 2022 Public Hearing; However, due to the lengthy process related to these remaining easements thus far and the emergency nature of the project, staff respectfully requests the Town Council to pass the attached resolution authorizing the use of eminent domain, where needed, to complete the easement acquisition process.

RESOLUTION

Redundant Waterline for the Route 522 North Corridor

WHEREAS, the Town of Front Royal ("Town"), an incorporated town within Warren County, Virginia, provides water to residential, commercial, and industrial users within the Town and surrounding areas in the County and needs to install multiple segments of 12-inch water main in the Route 522 North Corridor ("Corridor") to provide redundancy and increased reliability to the commercial and industrial users located in the Corridor area; and,

WHEREAS, Town staff has informed the Town Council that the Corridor is currently served by a single waterline and, as such, is vulnerable to interrupted water service to the commercial and industrial users in the Corridor should there be a line break in the existing water system; and,

WHEREAS, Town staff has informed the Town Council that the most suitable location for the installation of the redundant water main is through the adjacent private properties located in the Corridor area; and,

WHEREAS, Town staff has informed the Town Council that a) that negotiations have not progressed with the owners of the properties listed herein, b) that the easements are needed for the installation of the new water lines, and c) that the methodology used in valuing the easements that has been included in this resolution, for purposes of making a good faith offer, is considered to be reasonable and proper; and,

WHEREAS, Town staff has informed the Town Council that the amount of property to be taken is not more than is necessary to achieve the stated public use; and,

WHEREAS, Town staff has determined that the Town will need to acquire permanent easements from the following persons who own property along the proposed route as described above in the Town of Front Royal and Warren County, Virginia, but who do not seem at this time amenable to a voluntary conveyance of the needed easements. The easement areas and easement values also follow; and,

Tax Map ID: 20A221-11
Owner: F&R Limited Partnership
Easement Area, Permanent: 89,567.69 square feet
Easement Area, Temporary: 89,583.44 square
feet Total Easement Value: $3,450.00

Tax Map ID: 20A221-9
Owner: F&R Limited Partnership
Easement Area, Permanent: 32,830.98 square feet
Easement Area, Temporary: 32,796.82 square
feet Total Easement Value: $1,265.00

DRAFT

Tax Map ID: 20-29E
Owner: Nickolas Schulz
Easement Area, Permanent: 3,137.39 square feet
Easement Area, Temporary: 3,137.40 square feet
Total Easement Value: $136.29

WHEREAS, in the event that the Town is unable to acquire the necessary easements through negotiation with the property owners, Town staff has presented a proposed schedule for public advertisement and a public hearing for the purpose of informing the public of the need to exercise eminent domain to acquire the permanent easements; and,

WHEREAS, such public hearing, if necessary, will be scheduled to take place on June 27, 2022 for the purpose of giving all citizens the opportunity to state their views on the exercising of eminent domain over the subject property for the purpose of acquiring the necessary easements for the installation of the redundant water main; now,

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Front Royal that (1) acquisition of the necessary water main easements as recommended are for the public use of a waterline and that no more private property is being taken than that which is necessary to achieve the stated public use, (2) that the calculation of the fair value of the easements is reasonable, (3) that such acquisition is hereby approved, and (4) that the Town Manager is hereby authorized and directed to negotiate the specific terms of easement agreements and to execute and deliver the same in consideration of the fair values as computed, or to prepare and send a good faith offer letter and, if no agreement can be reached after negotiating with the owners of the subject properties, to acquire the water main easements through the exercise of eminent domain; and,

BE IT FURTHER RESOLVED, that if the Town is unable to negotiate successfully with the owners of the subject properties to acquire the necessary water main easements, the Council authorizes and directs the Town Manager to advertise the acquisition of the necessary easements through the exercise of eminent domain and to make appropriate arrangements, including advertising of a public notice, for the public hearing on June 27, 2022; and,

BE IT FURTHER RESOLVED, that the Town Manager is authorized to obtain a title report, appraisal, and any other documentation needed to ascertain the values of the permanent easements; and,

BE IT FURTHER RESOLVED, that the Town Manager is authorized and directed to take such further action as shall seem to be necessary or convenient to obtain the necessary water main easements.

DRAFT

This resolution shall take effect upon passage.

APPROVED:

_____
Chris W. Holloway Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

Member _____made a motion to approve this Resolution.

Member _____made a Second to approve.

Council Member Votes: _____Aye ____Nay ____Abstain

Lori A. Cockrell	__Yes __No	Gary L. Gillispie	__Yes __No
Letasha T. Thompson	__Yes __No	Amber F. Morris	__Yes __No
Joseph E. McFadden	__Yes __No	Zachary Jackson	__Yes __No

****

CERTIFICATION

The undersigned Clerk of Council for the Town of Front Royal does hereby certify that the foregoing is a true, complete, and correct Resolution adopted by a vote of a majority of the Town Council, present at a regular meeting of the Town Council of the Town of Front Royal duly called and held **June 27, 2022** at which a quorum was present and acting throughout, and that the same has not been amended or rescinded and is in full force and effect as of the date of the above mentioned meeting.

Approved as to Form and Legality:

_____
George Sonnett, Deputy Town Attorney Dated: _____

DRAFT

Redundant Water Line Easement Acquisition/Condemnation Process

Process Timeline

- **6/3/22:** Council Packet Deadline for Work Session to preview Public Hearing for Public Necessity Resolution to establish presumption of necessity for the Redundant Waterline Project
- **6/10/22:** Ad deadline for June 27th Council Public Hearing
- **6/13/22:** Council Work Session to preview Public Necessity Resolution
- **6/17/22:** Council Packet Deadline for June 27th Public Hearing for Public Necessity Resolution
- **6/27/22:** Council Public Hearing/Action on Public Necessity Resolution
- **Good Faith Offer Letter is sent**
- **7/1/22:** Council Packet Deadline for Work Session to preview Condemnation Resolution
- **7/11/22:** Council Work Session to preview Condemnation Resolution
- **7/15/22:** Council Packet Deadline for Regular Business Meeting to consider/act on Condemnation Resolution
- **7/25/22:** Council Regular Business Meeting to consider/act on Condemnation Resolution
- **7/27/22:** Provide Condemnation Notice to Property Owners (30-45 Days)
- **9/10/22:** 30-45 Day notice period over
- **9/12/22:** Town deposits offer amount with Court, Files Certificate of Take with Court which immediately transfers easement to Town; Provides Notice to Property Owners (4-Day notice period)
- **9/16/22:** End of 4-Day Property Owner notice period

APPRAISAL OF PROPERTY

LOCATION OF PROPERTY:

Near Mary's Shady Lane (20A221-11 & 20A221-9)
Front Royal, VA 22630

FOR:

Town of Front Royal
102 E. Main Street
Front Royal, VA 22630

SUBMITTED BY: Robert R. Elliott, Jr., MAI, SRA

DATE OF VALUATION: May 18, 2022

PROJECT IDENTIFICATION:

PARALLEL WATERLINE FOR THE ROUTE 522 NORTH CORRIDOR PROJECT

PROPERTY IDENTIFICATION:

Landowner(s) Name: F & R Limited Partnership
Address: P.O. Box 832, Middleburg, VA 20118
Phone Number: N/A

EXECUTIVE SUMMARY

RW-45B

SUBJECT INFORMATION		
Parcel Size Before Acquisition	371.328	AC
Fee Simple Acquisition Size	0	SF
Prescriptive Easement Acquired	0	AC
Parcel Size After Acquisition	371.328	AC

TOTAL ESTIMATED COMPENSATION

Value of Land in Fee Acquired

Land in Fee		SF	@ $		= $ 0	
Limited Access		AC	@ $		= $ 0	

Value of Easements Acquired:

Permanent Waterline Easement (20A221-9)	32,831	SF	@ $	0.11	X	25% = $ 905	®
Temp. Construction Easement (20A221-9)	32,797	SF	@ $	0.11	X	10% = $ 360	®
Permanent Waterline Easement (20A221-11)	89,568	SF	@ $	0.11	X	25% = $ 2,465	®
Temp. Construction Easement (20A221-11)	89,583	SF	@ $	0.11	X	10% = $ 985	®

Total Estimated Value of Land Acquired **$4,715**

Value of Buildings Acquired:

None Noted

Total Estimated Value of Buildings **$0**

Value of Other Improvements Acquired:

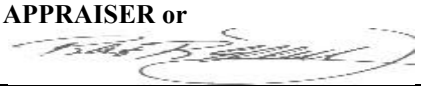
	EA	@ $	X	0% = $	
	SF	@ $	X	0% = $	
	SF	@ $	X	0% = $	
	EA	@ $	X	0% = $	

Total Estimated Value of Other Improvements	**$0**
Value of Cost to Cure Items	**$0**
Damages (less Enhancements)	**$ 0**
I ESTIMATE THE MARKET VALUE, AS DEFINED, of ACQUIRED LAND, IMPROVEMENTS, EASEMENTS and COST TO CURE ITEMS as of the EFFECTIVE APPRAISAL DATE TO BE:	**$ 4,715**

IMPORTANT DATES

Effective Date of the Appraisal	May 18, 2022
Property Inspection Date	May 18, 2022
Appraisal Report Date	June 2, 2022

LICENSED APPRAISER or

Signature 

Name **Robert R. Elliott, Jr., MAI, SRA**

Date **June 2, 2022**

License/Certification Number **4001 015749**

License Type Certified General

LICENSED APPRAISER

Signature

Name

Date

License/Certification Number

License Type

INTRODUCTION

APPRAISAL PROBLEM

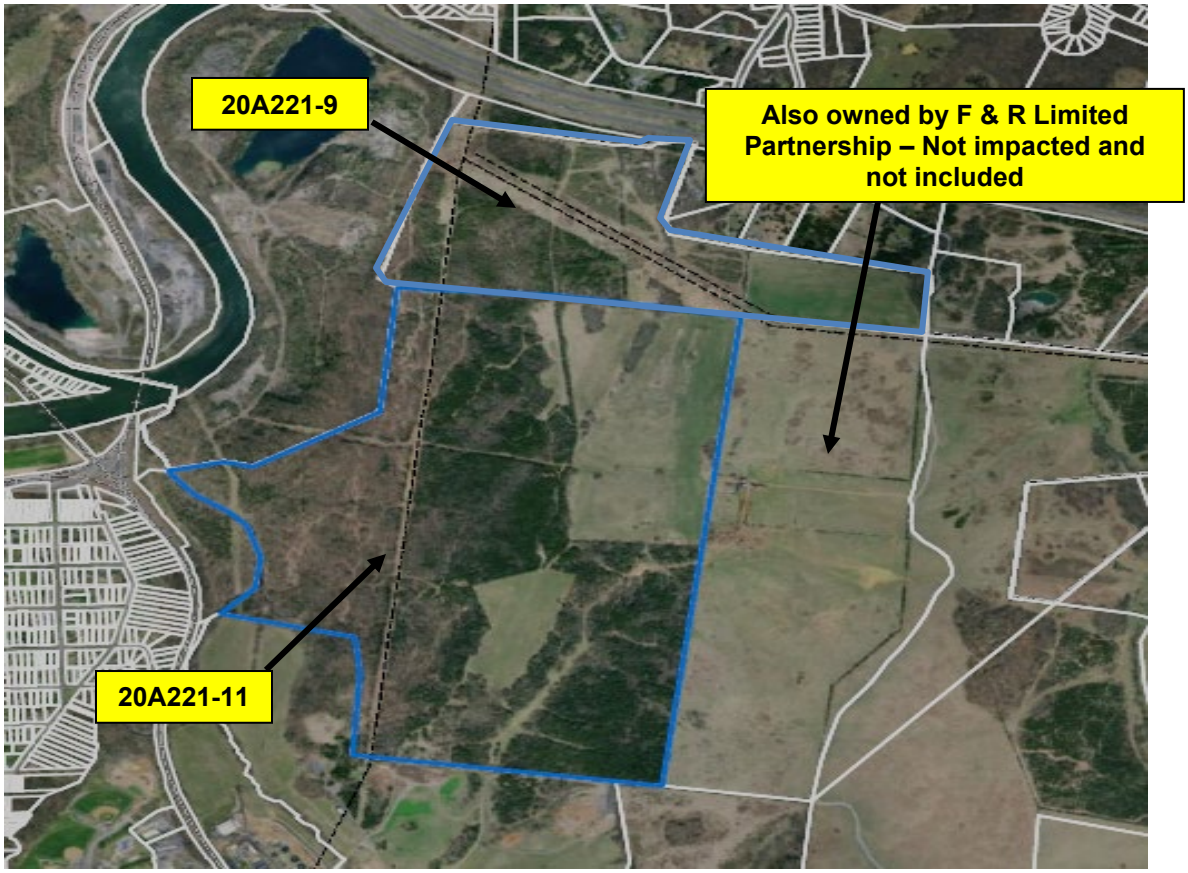
The subject is located off of Mary's Shady Lane (northern side), Front Royal, VA 22630. The property is vacant land is comprised of two tax map parcels: 20A221-9 and 20A221-11. The total site size is reported as 371.328-acres or 16,175,048 SF based on public records. The subject does not have a proposed R/W acquisition. The subject is proposed with the following: a Permanent Waterline Easement of 2.810-acres or 122,399 SF and a Temporary Construction Easement of 2.810-acres or 122,380 SF. No personal property was included in this appraisal. The problem presented herein is to estimate the market value of the property to be used as a basis for compensation.

CONTACT

The landowner(s) or their representative were contacted by ERM & Associates and the Town of Front Royal. The owner granted me permission to inspect the property on May 18, 2022. I viewed the property at this time independently.

LARGER PARCEL DISCUSSION

The appraiser deemed the combined parcels were appropriate to combine for valuation purposes based upon its size and utility, future development potential, and common ownership. The parcel is considered a larger parcel, which is defined as: "In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use."[1] This rationale is the basis for combining the two parcels into one, because of their congruence of ownership, contiguity, and similar highest and best use. It is likely that any future development or sale would include the two parcels.



Tax Map Number	Total Site Size	Permanent Waterline Easement Area	Temporary Construction Easement Area
20A221-9	92.79-Acres	0.754-Acre or 32,831 SF	0.753-Acre or 32,797 SF
20A221-11	278.538-Acres	2.056-Acres or 89,568 SF	2.057-Acres or 89,583 SF

[1] *The Dictionary of Real Estate Appraisal*, Sixth Edition; The Appraisal Institute

PHOTOGRAPHS

Project # Parallel Waterline for the Route 522 Corridor

Date Photo Taken: 5/18/2022 Photo Taken By: Robert R. Elliott, Jr. MAI, SRA



Photo #: 1 Photo Shows a View of: Proposed Easement Areas



Photo #: 2 Photo Shows a View of: Proposed Easement Areas

PHOTOGRAPHS

Project # Parallel Waterline for the Route 522 Corridor

Date Photo Taken: 10/25/2021 Photo Taken By: Robert R. Elliott, Jr., MAI, SRA



Photo #: 3 Photo Shows a View of: Proposed Easement Areas



Photo #: 4 Photo Shows a View of: Proposed Easement Areas

PHOTOGRAPHS

Project # Parallel Waterline for the Route 522 Corridor
Date Photo Taken: 10/25/2021 Photo Taken By: Robert R. Elliott, Jr., MAI, SRA

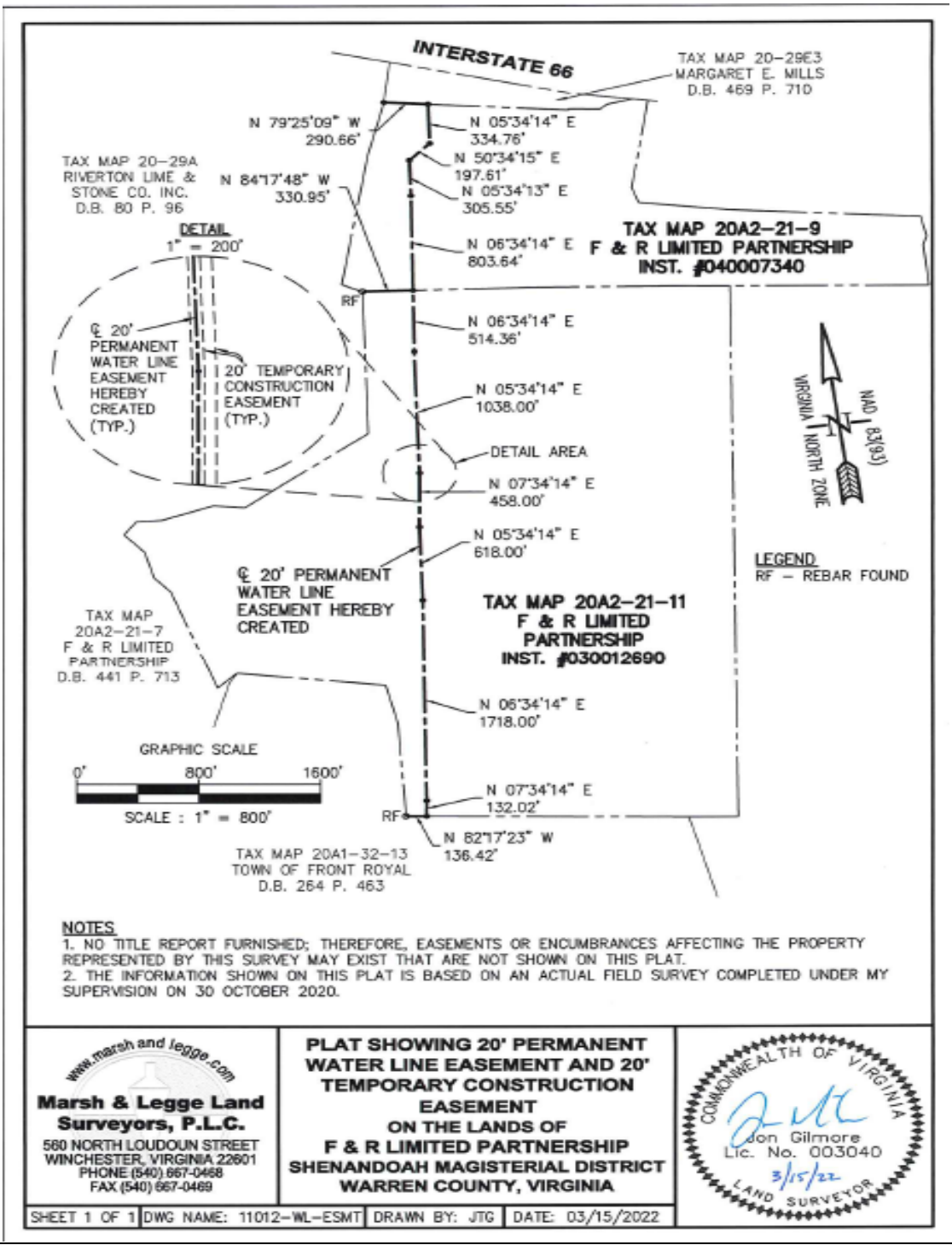


Photo #: 5 Photo Shows a View of: Proposed Easement Areas



Photo #: 6 Photo Shows a View of: Existing Transmission Lines

SUBJECT PLAT



NOTES

1. NO TITLE REPORT FURNISHED; THEREFORE, EASEMENTS OR ENCUMBRANCES AFFECTING THE PROPERTY REPRESENTED BY THIS SURVEY MAY EXIST THAT ARE NOT SHOWN ON THIS PLAT.
2. THE INFORMATION SHOWN ON THIS PLAT IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED UNDER MY SUPERVISION ON 30 OCTOBER 2020.

www.marsh and legge.com

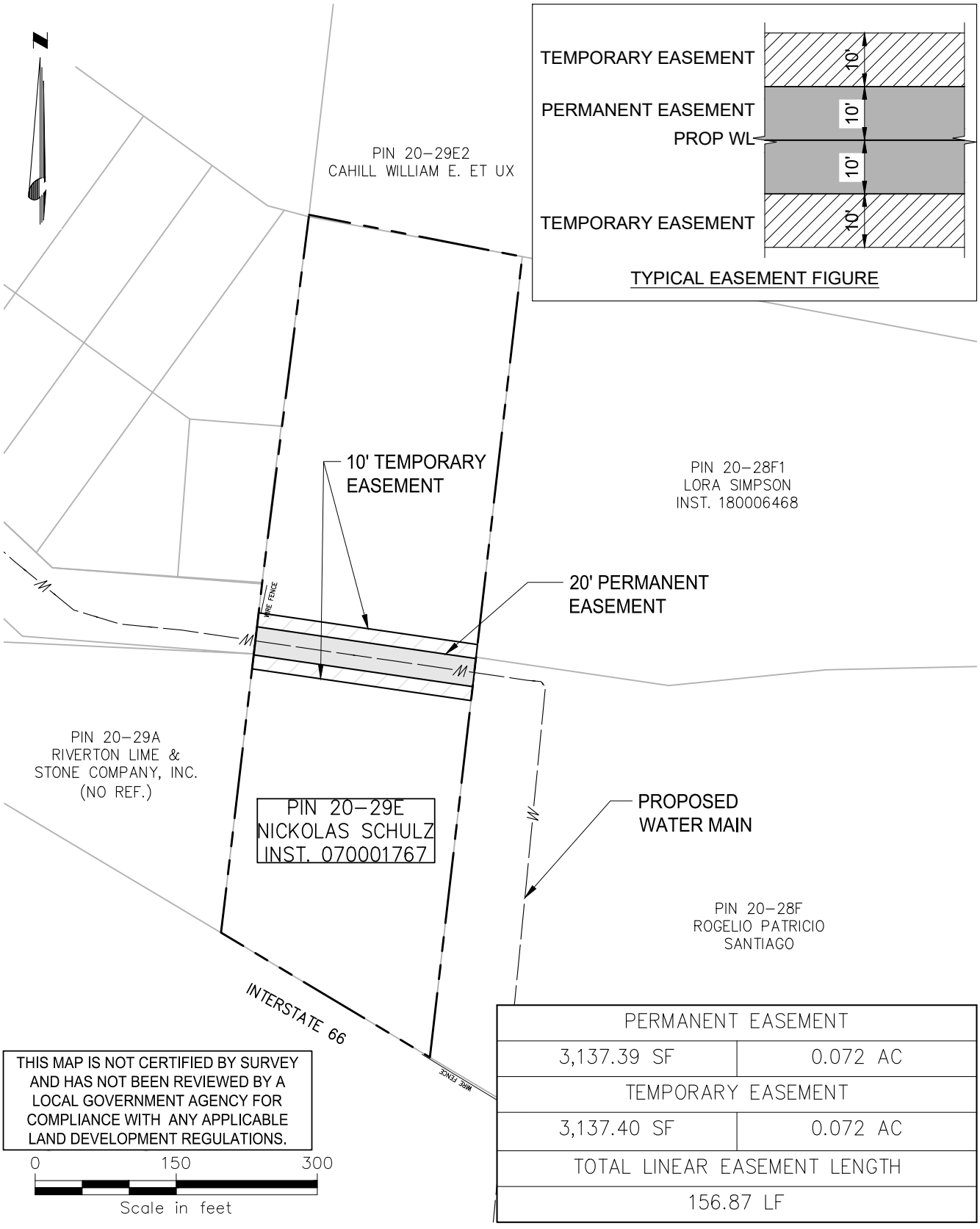
Marsh & Legge Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET
WINCHESTER, VIRGINIA 22601
PHONE (540) 667-0468
FAX (540) 667-0469

PLAT SHOWING 20' PERMANENT WATER LINE EASEMENT AND 20' TEMPORARY CONSTRUCTION EASEMENT ON THE LANDS OF F & R LIMITED PARTNERSHIP SHENANDOAH MAGISTERIAL DISTRICT WARREN COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
Jon Gilmore
Lic. No. 003040
3/15/22
LAND SURVEYOR

SHEET 1 OF 1	DWG NAME: 11012-WL-ESMT	DRAWN BY: JTG	DATE: 03/15/2022



PERMANENT EASEMENT	
3,137.39 SF	0.072 AC
TEMPORARY EASEMENT	
3,137.40 SF	0.072 AC
TOTAL LINEAR EASEMENT LENGTH	
156.87 LF	

Drawing Copyright © 2020

CHA
1341 Research Center Drive, Suite 2100
Blacksburg, VA 24060
540.552.5548 • www.chacompanies.com

NICKOLAS SCHULZ – TAX MAP 20-29E

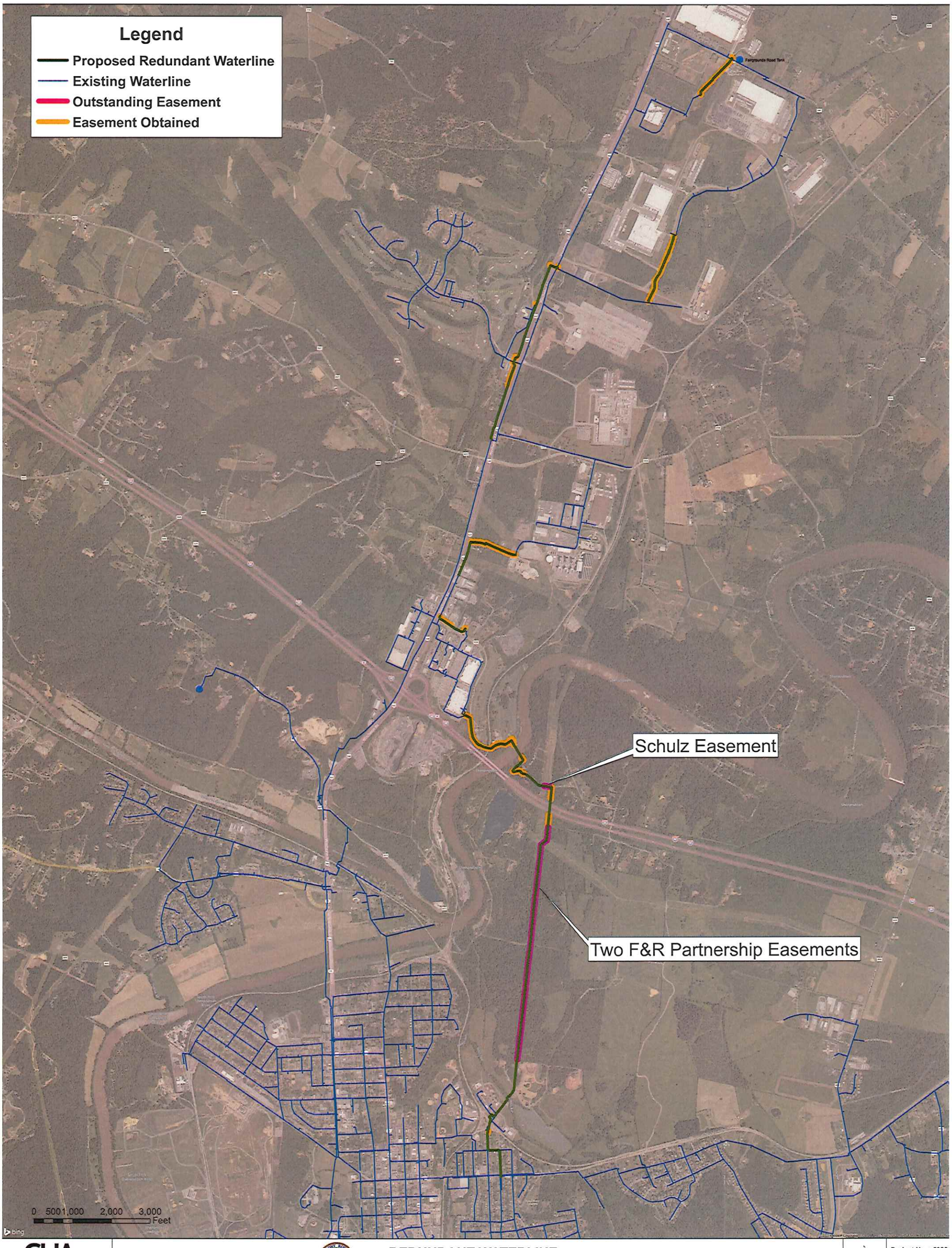
EASEMENT EXHIBIT FOR:
THE TOWN OF FRONT ROYAL
PARALLEL WATERLINE FOR THE
ROUTE 522 NORTH CORRIDOR

PROJECT NO. 59221

DATE: 11/18/20

EXHIBIT: 1

File: V:\PROJECTS\ANY\K5\059221.000\CADD\FIGURES\EASEMENTS\59221 ESMT FIGURES_A.DWG
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CHA
1341 Research Center Drive • Blacksburg, Va
540-552-5548 • www.chacompanies.com

REDUNDANT WATERLINE EASEMENT STATUS

1 inch = 700 feet

Project No. : 5922

Date : 3/30/2022

Redundant Waterline Project
June 13, 2022
Work Session

Redundant Waterline Project for the Route 522 North Corridor

The Project includes the construction of approximately 26,000 linear feet of 12-inch waterline within the Route 522 Corridor system to improve water quality and system reliability.

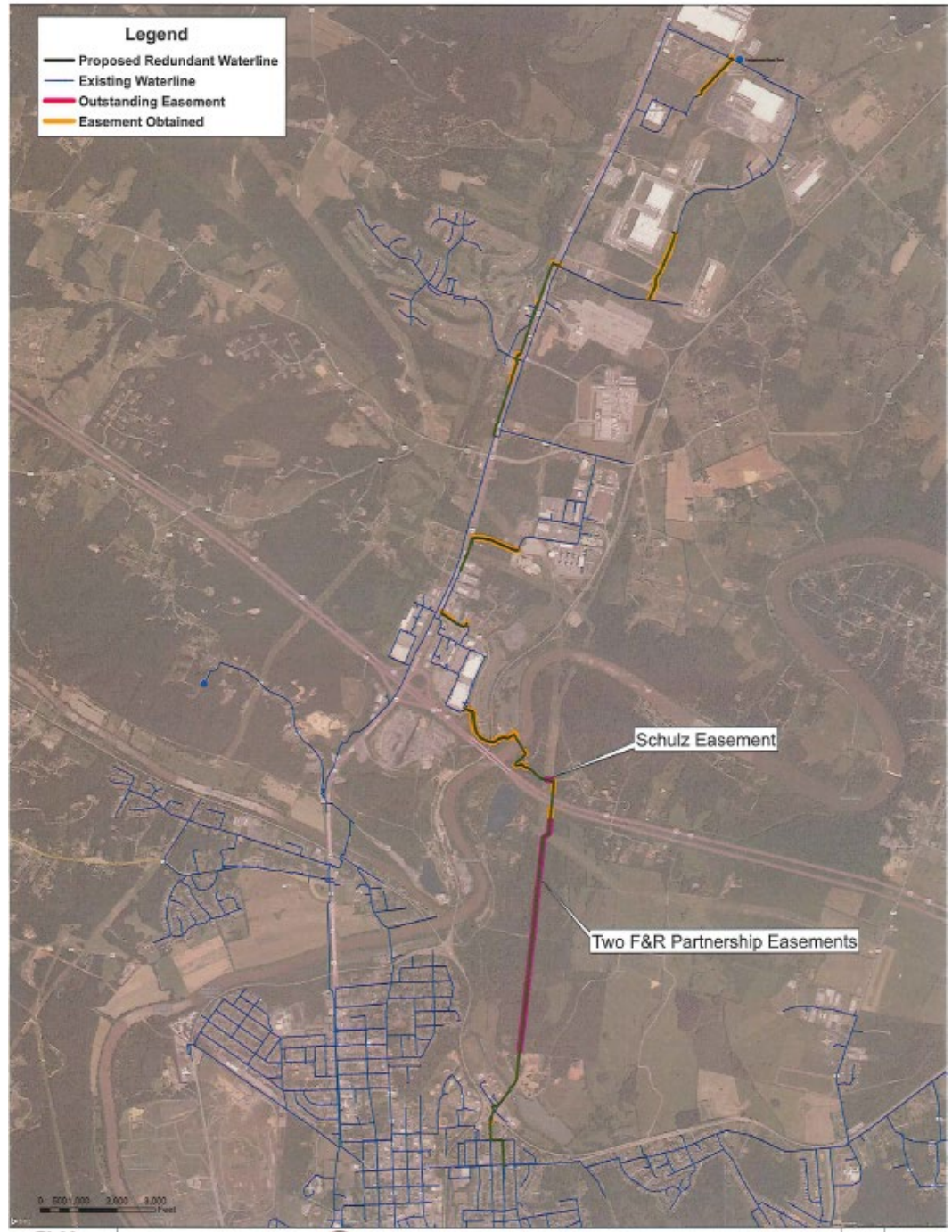
- **Council Action**
  - **10/15/18**: Council Work Session-Council moved forward with Feasibility Study for the Project
  - **8/26/19:** Council Work Session-Consultant presentation on Feasibility Study Report
  - **4/27/20:** Council Regular Business Meeting-Council award of Bid for Engineering Services for the Project
  - **12/14/20:** Council Regular Business Meeting-Resolution passed to enable Town Manager to Accept Deeds of Easement on behalf of the Town for the Project

- **Requested Action**
  - **6/27/22:** Council Regular Business Meeting-Consider/Act on Public Necessity Resolution to obtain final three easements (30 of 33 easements have been obtained)

Easement Acquisition Process

- **Next Steps**
  - June 13, 2022: Town Council Work Session to Review Public Necessity Resolution
  - June 27, 2022: Town Council Public Hearing/Action on Public Necessity Resolution
  - Good Faith Offer Letters Sent to Property Owners

- **If Good Faith Offer is unsuccessful**
  - July 11, 2022: Town Council Work Session to Review Condemnation Resolution
  - July 25, 2022: Town Council Regular Business Meeting to consider/act on Condemnation Resolution
  - July 27 through September 16, 2022: Estimated time to complete proper notice and filing procedures



CHA

REDUNDANT WATERLINE
EASEMENT STATUS

Questions?

Work Session Agenda Statement

Item # 05A

Meeting Date: June 13, 2022

Agenda Item: Bid for Various Grades of Stone FY23

Summary: Council will be requested to approve a bid from Hanson Aggregates for fixed pricing on various types of stone for streets and water/sewer maintenance for FY23 in the amount of $101,689.00. A bid opening was held on May 18, 2022 and received one response.

Budget/Funding: The Public Works Department has budgeted an expense of $158,000 which also includes repairs and replacement of signs and curb painting throughout the year.

Staff Recommendation: Council to approve the bid and place on the Consent Agenda for the June 27th Regular Council Meeting for formal approval

Memo

Town of Front Royal Public Works

TO: **BJ Wilson, Director of Finance**

FROM: **Steve Scheulen, Infrastructure Manager**

CC: **Robert Boyer, Director Public Works**

DATE: **May 23, 2022**

RE: **Stone Bid fixed pricing**

Public Works has reviewed and approved bid results for stone aggregate material pricing needed for maintenance work. Staff requests to move forward with award to Hanson Aggregates, LLC.

Steve Scheulen, Infrastructure Manager

Robert Boyer

BID FORM

STONE
TOWN OF FRONT ROYAL, VIRGINIA

Bids due in writing prior to 2:00 P.M., local prevailing time, MAY 18, 2022

The Bidder proposes and agrees, if this quote is accepted within 60 days after the quote opening date, to furnish any and all the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Bidder is required to note any and all exceptions to the quote requirements on the **QUOTE FORM** or by an attachment to the **QUOTE FORM**. The Town reserves the right to increase or decrease the quantities purchased at the unit prices quoted.

The undersigned hereby declares that he has informed himself fully of all conditions of this solicitations, including the specifications of the product(s) to be provided, drawings (if any), all Addenda, and all conditions relative to the any work to be performed.

Receipt of Addenda listed below is acknowledged and the quote incorporates all requirements of these Addenda:

No. _____ Date _____ No. _____ Date _____
No. _____ Date _____ No. _____ Date _____

The Town is requesting quotations on the items listed below. The price to be calculated per ton, hauled by Town trucks. To calculate the lowest bid received, we will add a $5.50 per ton haul rate to the unit price of stone to pick up material from locations with a distance greater than 3 miles from the Town of Front Royal limits.

MATERIALS: ESTIMATED QUANTITIES OF STATE-APPROVED STONE

QTY	UNIT OF MEASURE	STONE DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1000	TON	#26 CRUSHER RUN	$13.80	$13,800.00
5000	TON	#21B	$14.25	$71,250.00
600	TON	#57	$15.82	$9,492.00
	TON	CBR-30	—	
	TON	#21A PUGGED	$14.45	
100	TON	OGB	$17.77	$1,777.00
100	TON	CLASS 1	$27.50	$2,750.00
50	TON	CLASS 1A	$36.25	$1,812.50
50	TON	#3	$16.15	$807.50
			TOTAL EXTENDED AMOUNT:	$101,689

A minimum of 30 days after receipt of an approved invoice by the Town shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of quotes. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the quote. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

The Bidder certifies that he has not combined, conspired, or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this quote for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the Town of Front Royal.

PLEASE INDICATE THE TYPE OF BUSINESS:

_____ Individual Trading in Own Name

_____ Partnership

_____ Individual Trading Under Trade Name
(Individual and Trade Name must be listed below as "legal name")

___✓___ Corporation

CORPORATE SEAL:

FULL LEGAL NAME OF BIDDER Hanson Aggregates PA LLC, DBA Hanson Aggregates VA

FED ID NO. 24-0649400

ADDRESS 2200 Springfield Pike
Connellsville PA 15425

Remittance Address (If different):

PHONE: (540) 533-4258 FAX: (724) 620-5598

DATE: 5-18-22

EMAIL ADDRESS: Mark.Georgiana@LehighHanson.com

My signature certifies that this firm (or individual) has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town of Front Royal, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Town of Front Royal, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town of Front Royal.

Quotes must be signed by someone having the authority to bind the individual or company.

EVA VENDOR ID MGeorgia2

SIGNATURE Mark Georgiana

PRINTED/TYPED NAME MARK GEORGIANA

TITLE PLANT / SALES MANAGER

DATE 5-18-22

TELEPHONE (540) 533-4258

Work Session Agenda Statement

Item #05B

Meeting Date: June 13, 2022

Agenda Item: Various Grades of Asphalt FY23

Summary: Council will be requested to approve a contract for firm fixed pricing on various grades of asphalt for general street patching and surfacing of Town streets for FY23 for Stuart M Perry for the following various grades of asphalt per ton: base, $77.00 ; intermediate, $77.00 ; and finish, $79.00.

The Department of Finance solicited an invitation for bid using E-VA, the Commonwealth of Virginia online procurement website, held a bid opening, and did not receive a response. The Department of Finance then contacted Stuart M Perry, the Town's previous vendor for asphalt to obtain the written quote that is requested to be approved by Town Council.

Funds for this request is available in the Public Works Department's Highway Maintenance line item 4500-45407 repairs and maintenance supplies. The FY23 total amount budgeted for the line item is $100,000; which includes asphalt as well as other repair and maintenance items.

Budget/Funding: 4500-45407 Highway Maintenance Repairs & Maintenance

Staff Recommendation: Staff recommends approving the award as presented under the Consent Agenda at the June 27th Regular Meeting for formal approval.

Memo

Town of Front Royal Public Works

TO: **BJ Wilson, Director of Finance**

FROM: **Steve Scheulen, Infrastructure Manager**

CC: **Robert Boyer, Director Public Works**

DATE: **May 23, 2022**

RE: **Asphalt Bid fixed pricing**

Public Works has reviewed and approved bid results for asphalt material pricing needed for maintenance work. Staff requests to move forward with award to Stuart M. Perry, Inc.

Steve Scheulen, Infrastructure Manager

Stev. Scheulen

Robert Boyer

Robert H. Boyer

INVITATION FOR BIDS
Town of Front Royal, Virginia
Purchasing Department

Date: APRIL 29, 2022
Title: Asphalt

Due prior to 2:00 P.M. Local Prevailing Time, MAY 17, 2022

The Town of Front Royal, Virginia, is soliciting written quotes for firm pricing for various grades of standard "patch" asphalt material for use on secondary streets and collector/local streets not requiring VDOT grade material hauled by Town of Front Royal for a one-year period: July 1, 2022, through June 30, 2023. The successful Bidder warrants that all goods provided shall conform with all applicable Federal, State, and local laws and regulations. All material and/or equipment furnished shall be new, unused and shall be the same as the manufacturer's current production model unless specified otherwise by the Town. Any questions concerning this Request should be directed to B.J. Wilson at (540) 635-7799 or by email to bwilson@frontroyalva.com.

To be considered, your quote must be submitted on a copy of the **BID FORM**, signed by a representative authorized to bind the Bidder in the matter, dated and must be received at the Town of Front Royal Purchasing Department, P. O. Box 1560, Front Royal, VA 22630, **prior to the date and time stated above.**

Changes to the requirements in this solicitation shall be made only by written addendum.

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

SUBMISSION

BY MAIL TO:	**OR**	**BY HAND DELIVERY EXPRESS DELIVERY TO:**
Town of Front Royal Purchasing Department PO Box 1560 Front Royal, VA22630		Town of Front Royal Purchasing Department 102 E Main Street Front Royal, VA 22630

Quotes must be submitted prior to the time and date indicated in this Request:

1.0 DELIVERY

1.1 The quoted price shall be F.O.B. destination, and shall include all freight costs, including inside delivery to the Town of Front Royal Public Works Department 800 Crosby Rd. Front Royal, VA.

1.2 Delivery is preferred within 30 days after order is placed. Bidders shall specify delivery if so, requested on the QUOTE FORM.

2.0 SPECIFICATIONS

2.1 The specifications are included on QUOTE FORM.

2.2 Bidder is required to note any and all exceptions to the quote requirements on the QUOTE FORM or by an attachment to the QUOTE FORM.

3.0 AWARD METHOD

3.1 Should this solicitation contain a provision to award by "Lot", and no bidder quotes on all items in a Lot, the Town may award the items in that Lot by individual item.

3.2 Should this solicitation contain a provision to award by "Lump Sum", and no bidder quotes on all items, the Town may award by individual item.

GENERAL TERMS AND CONDITIONS

AWARD OF CONTRACT OR CONTRACTS

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Town reserves the right to make multiple awards as a result of this solicitation. The Town may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

TERM OF CONTRACT

This Contract shall be in effect beginning with the date of the final signature on the contract and continuing (if not otherwise terminated pursuant to the terms of this agreement) upon satisfactory completion of the statement of needs.

AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, all Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

LICENSES AND PERMITS

The Offeror agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity requested within this RFP; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

INEPENDENT CONTRACTOR

The Offeror understands and agrees that the relationship of the Offeror to the Town arising out of the Contract shall be that of Independent Contractor. It is understood that the Offeror, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits. The Offeror shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

SERVICES RENDERED

The Independent Contractor shall perform all services to be rendered pursuant to the Contract at the location specified above. The Independent Contractor agrees to maintain all facilities and equipment used by Independent Contractor under the Contract in clean, sanitary, and safe condition and free from defects of every kind.

TAXES

The Independent Contractor shall pall all County, Town, State and Federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the Town of Front Royal and the Independent Contractor, as the taxes shall be solely an obligation of the Independent Contractor and not the Town, and the Town shall be held harmless for same by the Independent Contractor. The Town of Front Royal is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate indicating the Town's exempt status will be furnished by the Town of Front Royal upon request.

BUSINESS LICENSE REQUIREMENT

If a business is in the Town of Front Royal, it is unlawful to conduct or engage in that business without obtaining a business license.

COMPLIANCE WITH FEDERAL IMMIGRATION

The Independent Contractor does not and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

COMPLIANCE WITH STATE LAW

The Independent Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

TERMINATION FOR CAUSE

The Contract may be terminated by the Town upon fifteen (15) days written notice to the Independent Contractor to the address first named above in the event of substantial failure or default of the Independent Contractor to perform in accordance with the terms hereof through no fault of the Town's.

TERMINATION FOR CONVENIENCE

The obligation to provide further services under the Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Independent Contractor shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which the Independent Contractor is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

NOTICE

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

INSURANCE

The Independent Contractor shall procure and maintain the general liability insurances shown below, with the Town named as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Independent Contractor is legally liable. The Independent Contractor shall deliver to the Town, upon execution of the Contract, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

Comprehensive General Liability Insurance, *naming the Town as Additional Insured*
Automobile Liability, *naming the Town as Additional Insured*
Worker's Compensation

AMOUNT OF INSURANCE REQUIRED

Comprehensive General Liability Insurance - $1,000,000 Minimum per Incident
Automobile Liability Insurance - $1,000,000 bodily injury and $1,000,000 property damage
Worker's Compensation – As required by the Commonwealth of Virginia.

INDEMNIFICATION

The Contractor shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, agents, employees and volunteers against any and all claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a contract which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided. The provisions of this section shall survive the completions, terminations, or expiration of the contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Independent Contractor in whole or in part without the written consent of the Town.

ENTIRE CONTRACT

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

STANDARD OF CARE

The Independent Contractor shall perform the services as described by the Contract expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

ENFORCEMENT

The Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Warren County, Virginia.

ANTI-DISCRIMINATION

By submitting their proposal, offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization,

the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
   d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
   e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon such subcontractor or vendor.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

Applicable for all contracts over $10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PRECEDENCE OF TERMS

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs

ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

BID FORM

IFB: ASPHALT
TOWN OF FRONT ROYAL, VIRGINIA

Quotes due in writing prior to 2:00 P.M., local prevailing time, MAY 17th, 2022.

The Bidder proposes and agrees, if this quote is accepted within 60 days after the quote opening date, to furnish any and all the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Bidder is required to note any and all exceptions to the quote requirements on the **QUOTE FORM** or by an attachment to the **QUOTE FORM**. The Town reserves the right to increase or decrease the quantities purchased at the unit prices quoted.

The undersigned hereby declares that he has informed himself fully of all conditions of this solicitations, including the specifications of the product(s) to be provided, drawings (if any), all Addenda, and all conditions relative to the any work to be performed.

Receipt of Addenda listed below is acknowledged and the quote incorporates all requirements of these Addenda:

No. _____ Date _____ No. _____ Date _____
No. _____ Date _____ No. _____ Date _____

Please note: an overhead cost of $37.78 per hour will be added to quotations received from vendors beyond Town of Front Royal corporate limits. This cost will be determined by the round-trip mileage and time as designated by the MapQuest website for a Town truck to transport asphalt from the vendor's location. Vendor is requested to include the physical address of the plant for this determination."

"The standard "patch" material may be made up without non-polished stone as an aggregate, but otherwise the asphalt-aggregate mix and testing shall follow the guidelines of Virginia Department of Transportation specifications, the American Association of State Highway and Transportation specifications, The American Association of State Highway and Transportation officials (ASSHTO), or the Asphalt Institute.

The Town will haul, or contact to haul, the material to be used to the job site as needed. The Town shall maintain the right to reject any batch of asphalt that it feels is not properly mixed or mixed with inadequate or substandard materials.

	PRICE PER TON
PER TON BASE ASPHALT, TYPE BM-25.0, STANDARD MATERIAL	$ 77.00
PER TON INTERMEDIATE ASPHALT, TYPE IM-19.0A, STANDARD MATERIAL	$ 77.00
PER TON FINISH ASPHALT, TYPE SM-9.5A, STANDARD MATERIAL	$ 79.00

A minimum of 30 days after receipt of an approved invoice by the Town shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of quotes. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the quote. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

The Bidder certifies that he has not combined, conspired, or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this quote for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the Town of Front Royal.

PLEASE INDICATE THE TYPE OF BUSINESS:

_____ Individual Trading in Own Name

_____ Individual Trading Under Trade Name (Individual and Trade Name must be listed below as "legal name")

_____ Partnership

✓ Corporation

CORPORATE SEAL:

FULL LEGAL NAME OF BIDDER Stuart M. Perry Incorporated

FED ID NO. 54-0541865

ADDRESS 117 Limestone Lane

Winchester VA 22602

Remittance Address (If different):

PHONE: (540) 662-3431 FAX: (540) 722-9884

DATE: 5/17/22

EMAIL ADDRESS:

My signature certifies that this firm (or individual) has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town of Front Royal, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Town of Front Royal, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town of Front Royal.

Quotes must be signed by someone having the authority to bind the individual or company.

EVA VENDOR ID EVA - 80997

SIGNATURE

PRINTED/TYPED NAME Steven C Miller

TITLE Secretary

DATE 5/17/22

TELEPHONE (540) 662-3431

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed quotation.

LEGAL NAME & ADDRESS OF FIRM:

Stuart M. Perry Incorporated

117 Limestone Lane

Winchester VA 22602

By: _____

Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: Steven C Miller

Title: Secretary

Date: 5/17/22

Phone: (540) 662-3431

Email: smiller@stuartmperry.com

Fax: (540) 722-9884

In compliance with this RFP, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact**:
   Name: Steven C Miller Phone: (540) 662-7431

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   90 Years _____ Months

4. Indicate below a listing of thee (3) references for like jobs the Offeror has performed for a municipal government in Virginia immediately preceding this bid, including a contact person, address, and phone number.

   A. Local Government:
   List of Services Provided with dates:
   City of Winchester
   15 N Cameron St 22601
   Contact (Name/Title): Justin Hall
   Contact Email:
   Phone: (540) 974-3788

   B. Local Government:
   List of Services Provided with dates:
   Town of Purcellville
   130 E Main St
   Contact (Name/Title): Jason Dimmick
   Contact Email: (540) 338-7421
   Phone:

   C. Local Government:
   List of Services Provided with dates:
   Town of Boyce
   101 Chalmers Ct 22611
   Contact (Name/Title): Rick Boone
   Contact Email:
   Phone: (540) 955-1099

I certify the accuracy of this information.

Signed: _____ Title: Secretary Date: 5/17/22

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information Pursuant to VPPA §2.2-4311.2, the bidder must include the following information: o is a corporation or other business entity with the following SCC identification number:

-OR- # 0063145-1

o is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

o is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

o is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757, § 13.1-1351 or § 50-73.53 or other applicable provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel of offeror to this form.

o **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____ Title: Secretary Date: 5/17/22

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered in to any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALITIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this 17 day of MAY, 2022.

Stuart N. Penny Incorporated
(Name of Organization)

Secretary
(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF VIRGINIA

COUNTY OF FREDERICK

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 17th day of MAY, 2022.

Birdie E. Cantrell
Notary Public Signature

My Commission Expires: 11-30-23 (SEAL)

BIRDIE E. CANTRELL
NOTARY PUBLIC
REG. #138725
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES NOVEMBER 30, 2023

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED

CONFLICT OF INTEREST: The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the offeror receiving an unfair competitive advantage, or the offeror's objectivity in performing the contract work may be impaired. The offeror agrees that if after being awarded it discovers an organizational conflict of interest with respect to the being awarded, it shall make an immediate and full disclosure in writing to the Town of Front Royal which shall include a description of the action which the offeror has taken or intends to take to eliminate or neutralize the conflict. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (I.E. PROJECT MANAGER).

Dated this 17 day of May, 2022.

Shenandoah M. Pony Incorporated
(Name of Organization)

Secretary
(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.
Subscribed and sworn to me this _____ day of _____, 2022.

_____
Notary Public Signature
My Commission Expires:

Work Session Agenda Statement

Item # 05C

Meeting Date: June 13, 2022

Agenda Item: FY22-23 Budget Amendment Sponsors for Gazebo Movies

Summary: Council will be requested to approve a FY2021-2022 budget amendment to receive the amount of $1,215.00 from various sponsors for movies shown at the gazebo.

Budget/Funding:			
	1000-3410209	General Fund Revenue – Reimbursements	$1,215.00
	8110-45447	Tourism Special Events – Special Events	$1,215.00

Staff Recommendation: Staff recommends Council approving budget amendment as presented under the Consent Agenda at the June 27th Regular Council Meeting for formal approval.

Work Session Agenda Statement

Item # 05D

Meeting Date: June 13, 2022

Agenda Item: Thermoplastic Pavement Markings

Summary: Council will be requested to approve a contract for thermoplastic pavement markings for the Town's Department of Public Works.

Staff will receive responses to the Town's invitation to bid in June 2022. Staff is anticipating requesting Council to approve the awarding a contract for Thermoplastic Pavement Markings during the regular scheduled meeting on June 27th, 2022.

Funds have been included in the FY23 adopted budget and services will be provided on an as needed basis.

Budget/Funding: 4500-45473 Highway Maintenance Line Painting

Staff Recommendation: Staff recommends approving the award of contract when presented to Council under the Consent Agenda of the June 27th Regular Council Meeting for formal approval.

Work Session Agenda Statement

Item # 05E

Meeting Date: June 13, 2022

Agenda Item: Electrical Engineering Services

Summary: Council will be requested to approve a contract for Electric Engineering Services for the Town's Department of Energy Services.

Staff received four responses to the Town's requests for proposals and is in the processes of evaluating the responses. Staff is anticipating requesting Council to approve the awarding a contract for electric engineering services during the regular scheduled meeting on June 27th, 2022.

Funds totaling $30,000 have been included in the FY23 adopted budget and services will be provided on an as needed basis.

Budget/Funding: 9401-43021 Department of Energy Services Electric Engineering Services - $30,000

Staff Recommendation: Staff recommends approving the award of contract when presented to Council under the Consent Agenda for the June 27th Regular Council Meeting for formal approval.

Work Session Agenda Statement

Item # 05F

Meeting Date: June 13, 2022

Agenda Item: Environmental Engineering

Summary: Council will be requested to award contracts for Environmental Engineering for the Town's Department of Public Works.

Staff received three responses to the Town's requests for proposals and is in the processes of evaluating the responses. Staff is anticipating requesting Council to approve the awarding contracts to multiple firms for environmental engineering services during the regular scheduled meeting on June 27th, 2022.

Funds have been included in the FY23 adopted budget for multiple departments and services will be provided on an as needed basis.

Budget/Funding: 43002 Professional Services for corresponding departments

Staff Recommendation: Staff recommends approving the award of contracts when presented to Council under the Consent Agenda for the June 27th Regular Council Meeting for formal approval.

Work Session Agenda Statement

Item # 05G

Meeting Date: June 13, 2022

Agenda Item: Supervisory Control and Data Acquisition (SCADA) Change Order for Water Treatment Plant

Summary: Council will be requested to approve a change order to DR Control LLC's contract for the Water Treatment Plant's Supervisory Control and Data Acquisition (SCADA) and telemetry upgrade in the amount of $44,564.00.

A contract in the amount of $103,923 was awarded by Town Council to DR Control LLC for the upgrade during the January 24, 2022 regular meeting. Change orders exceeding 25% of the original contract value require approval by Town Council before the contract modification can occur, based upon the Code of Virginia.

This change order will upgrade connectivity at remote locations of the Town's water system such as Guard Hill Tank, Guard Hill Pump Station, Fairgrounds Tank, 4H Pump Station, 4H Tank, Route 55 Tank, and the Jamestown Pump Station. Some of these stations currently run on an outdated D.O.S. (Disk Operating System) software. Building a bridge between the outdated system and upgraded system is not recommended. This upgrade will also provide additional security to the offsite pump stations and storage tanks.

Budget/Funding: 9601-43002 Water Treatment Plant Professional Services $44,564.00

Staff Recommendation: Staff recommends approving the change order as presented under the Consent Agenda of the June 27th Regular Council Meeting for formal approval

DR Controls LLC
1511 Mill Race Drive
Salem, VA 24153
540-588-9214
drcontrolsllc@gmail.com

DR Controls
Quality and Integrity

ADDRESS
Michael Kisner
Town of Front Royal
PO BOX 1560
Front Royal, VA 22630

Estimate 1657

DATE 05/12/2022

ACTIVITY	QTY	RATE	AMOUNT
PROJECT Phase 1.5 Proposal	1	44,564.00	44,564.00

Proposal to go ahead and do part of the Phase 2 now. This would upgrade everything at the remote locations as well as provide new plant master PLC for Phase 2. A detailed scope letter is attached.

TOTAL **$44,564.00**

Accepted By

Accepted Date

Work Session Agenda Statement

Item # 05H

Meeting Date: May 9, 2022

Agenda Item: FY2021-2022 Write Off for Bad Debt

Summary: Council is requested to approve the removal of 5 years or older of outstanding accounts receivable (bad debts) totaling $46,705.80 (166 utility accounts) on the Town's ledger for the remainder of fiscal year 2020-2021.

Staff has identified the accounts as bad debt and uncollectible based upon the Bad Debt Policy approved by Town Council in March 2019 and statute of limitations. All possible recourse of attempting to collect these amounts has been completed and the accounts have no activity for at least 5 years.

The amount of bad debt previously approved to be removed by Council is as follows:

Based on the utilities billed & bad debt written off during FY2021, the Town of Front Royal Department of Finance collected approximately 99% of the amounts billed annually before accounts were deemed uncollectible and written off.

Budget/Funding:

0002-0401	Electric Allowance Uncollectible Utility Bills
0003-0401	Sewer Allowance Uncollectible Utility Bills
0004-0401	Water Allowance Uncollectible Utility Bills
0005-0401	Solid Waste Allowance Uncollectible Utility Bills

Staff Recommendation: Staff recommends Council approving write offs as presented under the Consent Agenda of the June 27th Regular Council Meeting for formal approval.

Write-Off Account June 2022

Account	Balance	Service Address	Final Bill
01-173000-13	$ 492.09	49 E DUCK ST	3/24/2017
03-716000-13	$ 292.76	12 W 5TH ST	12/30/2016
07-591041-13	$ 28.43	5 SHENANDOAH COMMONS WAY #204	11/3/2016
10-176005-17	$ 180.94	14 LAKE AVE TR#14	12/31/2010
03-587000-15	$ 3,263.72	813 N ROYAL AVE	8/9/2016
10-507000-5	$ 367.61	727 HAMILTON AVE	3/31/2017
05-481000-8	$ 526.17	205-A E. MAIN ST.	10/24/2016
09-311000-3	$ 353.41	220 MOSBY LN #1	4/28/2017
06-484000-23	$ 71.04	115-B S SHENANDOAH AVE	7/1/2016
05-499170-6	$ 40.95	317 E MAIN ST #309	5/25/2017
09-514110-9	$ 260.43	527 SHORT ST	5/19/2017
05-221000-5	$ 195.73	201 W 3RD ST,QUARTERS #10 18 ACADEMY DR	7/19/2016
02-253000-14	$ 173.69	1340 BELMONT AVE	7/13/2016
04-545000-16	$ 250.43	119 E 2ND ST	3/31/2017
03-726300-31	$ 210.68	21-B W 6TH ST	11/15/2016
05-603000-19	$ 171.78	19 S ROYAL AVE #7	5/25/2017
04-368000-12	$ 431.00	29 CHESTER ST #4	3/24/2017
07-193000-9	$ 90.94	401 E CRISER RD #102	11/11/2016
07-595000-2	$ 171.86	136 RICHMOND RD	6/12/2017
03-483000-35	$ 184.08	1400 MASSANUTTEN AVE #3	5/10/2017
01-564000-6	$ 233.43	204 E 17TH ST	3/5/2017
08-120000-20	$ 362.49	634 BEL AIR AVE	4/14/2017
03-686010-17	$ 112.12	122-B N ROYAL AVE	12/29/2016
05-280000-7	$ 178.73	604 W MAIN ST	3/13/2017
08-663200-14	$ 311.81	24 E PROSPECT ST	6/27/2017
04-712000-19	$ 240.04	713 WARREN AVE	9/9/2016
03-686002-3	$ 19.14	122-C N ROYAL AVE	8/12/2016
05-174000-11	$ 64.30	120 E MAIN ST	5/25/2017
05-663100-22	$ 41.33	305 S ROYAL AVE	12/27/2016
05-523000-11	$ 405.37	413-A E MAIN ST	7/21/2016
03-715000-18	$ 1,948.37	16 W 5TH ST	12/9/2016
03-604000-9	$ 62.23	116 E 8TH ST	8/18/2016
09-590000-3	$ 273.99	189 PINECREST ST	5/15/2017
10-147016-4	$ 590.66	322 REMOUNT RD	12/29/2016
02-593000-1	$ 287.25	134 W 9TH ST	1/20/2017
06-566000-9	$ 65.40	429 DUNCAN AVE	7/1/2016
04-668000-38	$ 11.67	718 WARREN AVE #5	8/3/2016
03-669000-11	$ 93.44	318 N ROYAL AVE #1	3/20/2017
07-591066-15	$ 27.36	11 SHENANDOAH COMMONS WAY #302	1/27/2017
06-195000-2	$ 151.46	311 LEE ST	5/19/2017
05-272000-7	$ 259.22	611 VISCOSE AVE	5/15/2017
07-267028-14	$ 108.73	411 E CRISER RD #101	1/31/2017
09-176000-5	$ 337.48	305 E PROSPECT ST	7/20/2016
09-205050-21	$ 518.48	34-B CLOUD ST	3/29/2017
05-651000-12	$ 289.41	215 S ROYAL AVE #6	8/26/2016
09-143000A-5	$ 35.27	234 SOUTH ST #3	2/10/2017
09-312000-4	$ 431.12	220 MOSBY LN #2	4/26/2017
10-147015-4	$ 501.03	322 REMOUNT RD	12/29/2016

Write-Off Account June 2022

07-591110-22	$ 112.49	19 SHENANDOAH COMMONS WAY #204	5/30/2017
10-615000-9	$ 605.18	1028 BRAXTON RD	2/10/2017
04-662000-5	$ 258.68	722 WARREN AVE	2/27/2017
08-667100-5	$ 115.60	222 S. ROYAL AVE. #1 DOWNSTAIRS	1/27/2017
04-761000-8	$ 315.42	624 KIBLER ST	7/27/2016
01-600100-5	$ 340.63	1406 BELMONT AVE	9/2/2016
10-275000-3	$ 315.59	605 STOCKTON RD	3/24/2017
07-267005-15	$ 187.21	407 E CRISER RD #104	5/24/2017
05-699000-13	$ 215.64	524 LILLARD DR	4/21/2017
10-147077-11	$ 193.96	61 ROYAL LN #2	3/6/2017
09-114000-24	$ 332.10	219 CLOUD ST #1	8/3/2016
09-181000-2	$ 274.05	405 E PROSPECT ST	7/18/2016
07-274000-9	$ 378.48	502 ACTON ST	5/11/2017
04-179000-4	$ 142.74	324 VIRGINIA AVE	10/24/2016
02-453000-23	$ 280.24	1095 N ROYAL AVE #19	2/17/2017
10-163030-5	$ 43.89	1443 JOHN MARSHALL HWY #3	1/4/2017
10-220002-22	$ 1,259.93	1408 JOHN MARSHALL HWY	3/24/2017
09-227000-11	$ 392.95	329 BLUE RIDGE AVE	8/2/2016
01-119000-11	$ 366.83	1360 FOREST HILL DR	3/15/2017
05-226000-7	$ 193.64	401 VISCOSE AVE	8/12/2016
08-667000-4	$ 162.71	222 S ROYAL AVE HOUSE METER	1/27/2017
08-117000-14	$ 213.37	640 BEL AIR AVE	12/29/2016
01-751010-21	$ 275.90	1416 N SHENANDOAH AVE #9	10/7/2016
06-267000-30	$ 303.57	327 SKYLINE PL	3/24/2017
06-717000-29	$ 1,636.59	124 W JACKSON ST #5	4/4/2017
09-530000-9	$ 284.20	9 S MARSHALL ST	4/5/2013
03-287000-17	$ 306.50	343 KENDRICK LN #5	9/16/2016
06-105925-5	$ 22.16	413-C SOUTH ST	11/23/2016
05-487300-9	$ 423.18	223 E MAIN ST #2	8/26/2016
05-568000-21	$ 221.89	529 E MAIN ST #12	6/12/2015
02-585000-5	$ 155.94	122 W 9TH ST	8/26/2016
03-349000-42	$ 48.58	617 W 11TH ST	12/16/2016
04-218000-16	$ 143.29	204 VIRGINIA AVE #304	1/27/2017
03-284000-30	$ 60.71	343 KENDRICK LN #10	7/4/2016
10-147039-16	$ 112.54	35 ROYAL LN #4	10/24/2014
04-136000-15	$ 203.98	502 VIRGINIA AVE #11	6/27/2017
05-487410-12	$ 164.32	11 CLOUD ST #4	8/4/2016
06-637000-14	$ 43.19	383 CHERRYDALE AVE	7/1/2016
08-341100-14	$ 364.94	844 SHENANDOAH SHORES RD	7/4/2016
04-201000-13	$ 210.08	210 VIRGINIA AVE #6	8/26/2016
08-321100-12	$ 33.32	892 CANNON ST (DOWNSTAIRS)	5/19/2017
03-481000-31	$ 369.69	1400 MASSANUTTEN AVE #1	5/26/2017
02-445000-18	$ 91.33	1099 N ROYAL AVE #2	3/24/2017
06-114000-3	$ 351.88	437 SOUTH ST	3/28/2017
08-660017-13	$ 193.33	17 E PROSPECT ST	11/4/2016
08-667200-10	$ 110.46	222 S. ROYAL AVE. #2 UPSTAIRS	1/27/2017
02-167000-2	$ 306.62	312 W 12TH ST	9/23/2016
06-625315-14	$ 697.33	343 CHERRYDALE AVE #3	8/4/2016
08-615100-23	$ 216.19	115 STEELE AVE	7/1/2016

Write-Off Account June 2022

09-291000-30	$ 299.95	214 BLUE RIDGE AVE #9	1/27/2017
05-653000-14	$ 20.58	215 S ROYAL AVE #8	8/17/2016
08-663200-12	$ 176.59	24 E PROSPECT ST	7/1/2016
08-703000-34	$ 210.19	116-C S ROYAL AVE	12/2/2016
06-501000-26	$ 122.14	211-C S SHENANDOAH AVE	7/1/2016
02-425000-14	$ 221.10	1116 N ROYAL AVE	12/27/2016
07-600200-18	$ 197.64	100 RICHMOND RD	6/27/2017
05-261000-15	$ 281.98	518 VISCOSE AVE #4	9/2/2016
07-695000-5	$ 241.71	739 BASS AVE	7/18/2016
08-120000-18	$ 102.66	634 BEL AIR AVE	7/1/2016
06-715000-18	$ 161.07	124 W JACKSON ST #3	5/30/2017
01-751011-25	$ 48.50	1416 N SHENANDOAH AVE #10	4/21/2017
06-567000-13	$ 128.05	427 DUNCAN AVE	6/26/2015
09-671000-5	$ 448.99	326 JAMESTOWN RD	12/27/2016
10-284000-1	$ 40.70	121 MANASSAS AVE	2/10/2017
05-602000-20	$ 138.59	19 S ROYAL AVE #6	7/1/2016
06-717000-28	$ 182.09	124 W JACKSON ST #5	12/21/2016
10-147065-16	$ 83.71	47 ROYAL LN #3	7/21/2016
03-714000-15	$ 703.15	427 VIRGINIA AVE	3/10/2017
05-499170-4	$ 44.52	317 E MAIN ST #309	7/19/2016
04-513000-17	$ 240.64	119 WATER ST	2/24/2017
06-697315-16	$ 313.62	445 OVERLOOK DR	11/4/2016
04-665000-31	$ 40.48	718 WARREN AVE #2	12/21/2016
05-135000-11	$ 208.67	220-A E MAIN ST	9/23/2016
03-364000-20	$ 77.96	1208 MASSANUTTEN AVE	6/13/2017
09-116000-22	$ 231.47	219 CLOUD ST #3	2/3/2017
07-515002-9	$ 187.77	809 REMOUNT RD	3/7/2014
06-216000-3	$ 704.30	225 ORCHARD ST	2/17/2017
10-147113-25	$ 132.70	79 ROYAL LN #5	7/1/2016
06-625379-2	$ 605.03	365 CHERRYDALE AVE	9/30/2016
07-655300-14	$ 98.69	840-B JOHN MARSHALL HWY	1/20/2017
04-622000-10	$ 565.13	412 WARREN AVE	8/1/2016
08-824000-6	$ 58.15	206 SOUTH ST #2	1/5/2017
03-686010-16	$ 475.55	122-B N ROYAL AVE	7/18/2016
09-104000-3	$ 201.74	37 CLOUD ST	10/14/2016
01-337000-17	$ 490.92	335 W DUCK ST	3/20/2017
07-556300-2	$ 622.36	1154 ELM ST	1/3/2017
03-670000-8	$ 37.58	318 N ROYAL AVE #2	5/9/2017
04-218000-14	$ 339.42	204 VIRGINIA AVE #304	7/8/2016
01-330006-12	$ 548.17	1424 RIVER CT	8/5/2016
09-152000-23	$ 125.78	242 SHORT ST	11/3/2016
02-165000-13	$ 335.75	1122 N SHENANDOAH AVE #8	5/15/2017
03-495000-10	$ 18.96	1308-B MADISON AVE	6/27/2017
03-699000-15	$ 76.67	229 VIRGINIA AVE	7/12/2013
10-406000-6	$ 456.50	220 WASHINGTON AVE	12/21/2016
07-591206-21	$ 27.77	17 SHENANDOAH COMMONS WAY #304	10/21/2016
06-347100-3	$ 228.37	324 S SHENANDOAH AVE	5/15/2017
06-558000-9	$ 2,112.61	420 KERFOOT AVE	3/10/2017
04-612000-5	$ 161.57	415 WARREN AVE #1	9/16/2016

Write-Off Account June 2022

01-543000-10	$ 343.26	203 E 19TH ST	10/30/2015
06-538000-3	$ 200.00	322 KERFOOT AVE	12/9/2016
09-116000-19	$ 116.85	219 CLOUD ST #3	7/4/2016
07-685000-3	$ 71.94	713 CAMPBELL CL	8/26/2016
02-452000-21	$ 27.67	1095 N ROYAL AVE #20	3/31/2017
05-485101-5	$ 141.21	213-215 E MAIN ST	8/14/2014
02-568000-7	$ 162.06	127 W 8TH ST #4	8/1/2016
07-266029-9	$ 36.10	417 E CRISER RD #102	12/21/2016
07-308000-18	$ 148.52	103 BEEDEN LN	12/31/2016
10-223013-8	$ 174.45	42 WESTMINSTER DR	8/9/2016
04-669000-37	$ 189.22	718 WARREN AVE #6	3/24/2017
01-588100-3	$ 308.66	5 CRESTVIEW DR	7/11/2016
08-613000-15	$ 21.39	103 STEELE AVE	3/14/2013
03-228000-10	$ 113.33	650-A W 11TH ST	2/3/2017
02-226000-16	$ 218.00	107 W 13TH ST	3/24/2017
07-591183-14	$ 70.34	21 SHENANDOAH COMMONS WAY #304	3/28/2017
07-718000-1	$ 426.62	29 BEE ST	2/24/2017
10-155015-11	$ 43.35	1347 ROBIN HOOD LN #4	5/9/2016
04-736000-5	$ 479.31	714 CROSBY RD	4/4/2017
10-147041-20	$ 63.17	35 ROYAL LN #6	4/14/2017
	$ 46,705.80		

Work Session Agenda Statement

Item # 5I

Meeting Date: June 13, 2022

Agenda Item: Deed of Easement from Front Royal Self Storage, LLC Waterline Easement for Facilities Serving Commercial Property located in the 522 Corridor

Summary: It is proposed that the Town accept a waterline easement over portions of Warren County Tax Map Parcel 12-56C for access to and maintenance of facilities, to be constructed by Front Royal Self Storage, LLC and accepted by the Town, for inclusion in the Town's utility system necessary to provide utility service to a commercial property located outside of Town limits in the 522 Corridor. The proposed Deed of Easement with plat is provided for review.

Budget/Funding: N/A

Staff Recommendation: Council approve the Deed of Easement as presented and placed under the Consent Agenda of the June 27th Regular Council Meeting for formal approval.

THIS DEED PREPARED WITHOUT THE
BENEFIT OF TITLE EXAMINATION BY:

Joseph F. Silek, Jr., PC
43 Chester Street
PO Box 602
Front Royal, VA 22630
540-635-9415
540-635-9421 – FAX
Joseph F. Silek, Jr. – VSB #27403

FOR PLAT SEE_____

TAX MAP NO. 12-56C

CONSIDERATION: -0-
ASSESSED VALUE: -0-

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EXISTENCE OF TITLE INSURANCE IS UNKNOWN BY THE PREPARER

THIS DEED OF EASEMENT is made and entered into this _____ day of _____, 2022, by and between **FRONT ROYAL SELF STORAGE, LLC**, a Virginia limited liability company, Grantor and **TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation, Grantee, whose address is Post Office Box 1560, Front Royal, Virginia, 22630.

WITNESSETH:

WHEREAS, **FRONT ROYAL SELF STORAGE, LLC**, is the owner and proprietor of a certain parcel of real estate known as **Tax Map 12-56C** located in Warren County, Virginia, as shown by a deed of record in the Clerk's Office of the Circuit Court of Warren County, Virginia as Instrument #220002403 and further shown on a plat dated January 28, 2022, prepared by Christopher G. Blair, Land Surveyor entitled "Right-of-Way Dedication & Easement Plat of the Property of Front Royal Self Storage, LLC Tax Parcel 12-56C Warren County, Virginia" dated January 28, 2022, attached hereto and made a part of this instrument.

The undersigned desiring to have said plat and survey recorded in the Clerk's Office so the deeds hereafter be executed with reference to and in accordance with said plat, do hereby adopt, ratify, approve and confirm said plat and survey as a true plat and survey of the said real estate and do announce their intention to hereafter refer to said plat and survey for the purposes of identifying in any deed hereafter to be granted and conveyed.

WHEREAS, FRONT ROYAL SELF STORAGE, LLC, desires to grant, for the benefit of the County of Warren, Virginia a **1001 Sq. Ft/0.230 Acre Right-of-Way** for the benefit of the County of Warren, Virginia as shown on the above-referenced plat.

WHEREAS, FRONT ROYAL SELF STORAGE, LLC, desires to grant, for the benefit of the County of Warren, Virginia a **2230 Sq. Ft/0.0512 Acre Storm Easement** for the benefit of the County of Warren, Virginia as shown on the referenced plat.

WHEREAS, FRONT ROYAL SELF STORAGE, LLC, desires to grant, for the benefit of the County of Warren of Virginia a **7233 Sq. Ft/0.1661 Acre Slope Grading Easement** for the benefit of the County of Warren, Virginia as shown on the referenced plat.

WHEREAS, FRONT ROYAL SELF STORAGE, LLC, desires to grant, for the benefit of the Town of Front Royal, Virginia a **2043 Sq. Ft/0.0469 Acre Waterline Easement and right-of-way** for the benefit of the Town of Front Royal, Virginia, for the installation and maintenance of water lines onto, over, and through the aforesaid areas, more particularly described on the aforesaid plat and made a part of this instrument.

NOW, THEREFORE, in consideration of the above premises and of the easements, covenants, conditions, and restrictions herein contained, Front Royal Self Storage, LLC does hereby grant and convey for the following:

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1. A **1001 Sq. Ft/0.230 Acre Right-of-Way** for the benefit of the County of Warren, Virginia as shown on the attached plat;
2. A **2230 Sq. Ft/0.0512 Acre Storm Easement** for the benefit of the County of Warren, Virginia as shown on the referenced plat;
3. A **7233 Sq. Ft/0.1661 Acre Slope Grading Easement** for the benefit of the County of Warren, Virginia as shown on the referenced plat; and
4. A **2043 Sq. Ft/0.0469 Acre Waterline Easement** and right-of-way for the benefit of the Town of Front Royal, Virginia, for the installation and maintenance of water lines onto, over, and through the aforesaid areas, more particularly described on the referenced plat and made a part of this instrument.
5. The rights and benefits conveyed shall be appurtenant to the following described tract or parcel of land to-wit:

TAX MAP: 12-56C

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereon appertaining, lying and being situate in the North River Magisterial District of Warren County, Virginia, being known and designated as "TM #12-56C, containing 6.6665 acre, as shown plat dated January 28, 2022, prepared by Christopher G. Blair, Land Surveyor entitled "Right-of-Way Dedication & Easement Plat Of The Property of Front Royal Self Storage, LLC Tax Parcel 12-56C Warren County, Virginia" attached hereto and made a part of this instrument.

The privileges, easements and rights-of-way in perpetuity to construct, lay, maintain, repair, inspect, improve, and operate within the easements and rights-of-way of

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varying widths herein described and referred to, mains, works, and systems for the operation of utilities over, upon, across, and under the properties of Front Royal Self Storage, LLC, as shown on the attached plat.

These easements and rights-of-way shall be for the construction, installation, inspection, repair and maintenance of mains, works, and systems for the transmission of water, including, but not limited to, water meters and water meter vaults, (herein "facilities") over, across and under the properties of Front Royal Self Storage, LLC, with the location and width of said easements and rights-of-way as shown on the plat attached hereto and made a part of this instrument. The real parcels encumbered by this instrument are known and designated as Tax Map #12-56C and shown on the attached plat.

There is also hereby conveyed by rights-of-way of ingress, egress, and access over, upon and across the properties of Front Royal Self Storage, LLC to the above-described easements for the purpose of allowing access to facilities located thereon by the employees, agents, and contractors of the Town of Front Royal, Virginia.

The further terms and conditions of this grant are as follows:

1. That the Town of Front Royal, Virginia may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the same easements and rights-of-way, that may in any manner, in the Town of Front Royal, Virginia's sole judgment, endanger or interfere with the proper and efficient operation of the facilities, and the Town of Front Royal, Virginia shall have all such other rights and privileges as are reasonably necessary or convenience for the full enjoyment and use of the

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easements and rights-of-way herein granted for the aforesaid purpose. Nothing contained herein shall be construed to require the Town of Front Royal to install, repair or maintain any portion of any water service laterals providing utilities to any improvements located on the property.

2. The granting of the easements and rights-of-way hereinafter described neither expressly or implied constitutes any payment, nor the waiver of any obligation for the payment, by Front Royal Self Storage, LLC, their successors or assigns, or any cut-in fee or charge, tax assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Town of Front Royal, Virginia or to any person, firm or other corporation whatsoever.

3. That the Town of Front Royal, Virginia will exercise reasonable care to protect the properties of Front Royal Self Storage, LLC from damage or injury occasioned in the enjoyment of the easements and rights-of-way herein granted, and to promptly repair the said properties or reimburse Front Royal Self Storage, LLC for any property damaged beyond repair.

4. If the Town of Front Royal, Virginia does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to these easements and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of the Town of Front Royal, Virginia be removed from the properties of Front Royal Self Storage, LLC.

5. Once constructed and installed, the facilities shall become the property of

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the Town of Front Royal, Virginia and Front Royal Self Storage, LLC shall have no right, title, interest, estate or claim whatsoever in facilities by virtue of the rights herein conveyed.

6. The easements are non-exclusive.

7. Facilities installed pursuant to the easement shall be underground, except for manhole and vault covers which shall be flush with adjacent grade except as is otherwise consistent with best practices or as shown on plans approved by Front Royal Self Storage, LLC.

8. Front Royal Self Storage, LLC retains the right to use the surface areas of such encumbered parcels for any use not inconsistent with the rights granted to the Town of Front Royal, Virginia.

9. Front Royal Self Storage, LLC reserves the right to require the Town of Front Royal, Virginia to relocate its facilities to another location on the affected parcels, subject to the conveyance of a similar easement and right-of-way, all at the cost and expense of Front Royal Self Storage, LLC.

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WITNESS the following signatures and seals:

FRONT ROYAL SELF STORAGE, LLC

By: _____ (SEAL)
Edward A. Murphy, Manager

STATE/COMMONWEALTH OF _____
CITY/COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the State and City/County aforesaid, do hereby certify that Edward A. Murphy, Manager of Front Royal Self Storage, LLC, whose name is signed to the foregoing Dedication of Plat dated the _____ day of _____, 2022, has this day personally appeared and acknowledged the same before me in my State and City/County aforesaid.

Given under my hand this _____ day of _____, 2022.

My commission expires: _____.

Notary Registration No.: _____

_____
NOTARY PUBLIC

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The foregoing conveyance is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town of Front Royal, as evidenced by a Resolution adopted by the Town Council.

WITNESS the following signatures and seals:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ (SEAL)
HON. CHRIS HOLLOWAY, MAYOR

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Chris Holloway, Mayor of the Town of Front Royal, Virginia, whose name is signed to the foregoing Dedication of Plat, dated the _____ day of _____, 2022, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ day of _____, 2022.

My Commission Expires: _____.

Notary Registration No.: _____.

_____ (SEAL)
NOTARY PUBLIC

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ATTEST:

_____ (SEAL)
Clerk of Council
Town of Front Royal, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, Clerk of Council for the Town of Front Royal, Virginia, whose name is signed to the foregoing Dedication of Plat, dated the _____ day of _____, 2021, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ day of _____, 2022.

My Commission Expires: _____.

Notary Registration No.: _____.

_____ (SEAL)
NOTARY PUBLIC

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APPROVED AS TO FORM:

_____ (SEAL)
Town Attorney
Town of Front Royal, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, Town Attorney for the Town of Front Royal, Virginia, whose name is signed to the foregoing Dedication of Plat, dated the _____ day of _____, 2022, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ day of _____, 2022.

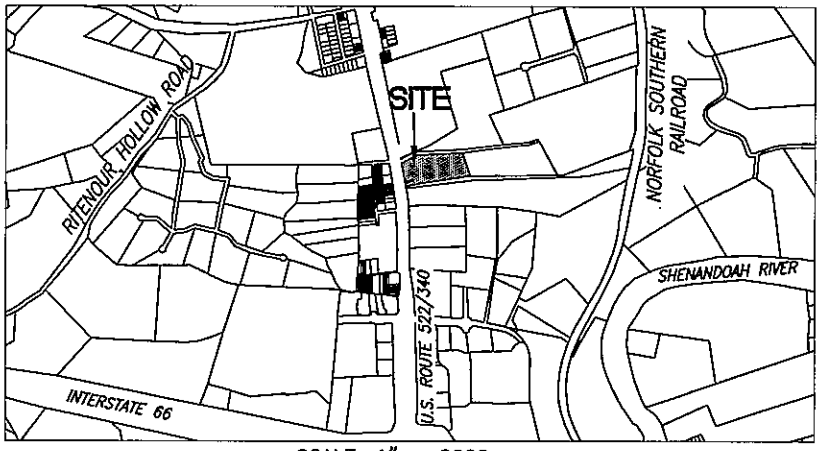
My Commission Expires: _____.

Notary Registration No.: _____.

_____ (SEAL)
NOTARY PUBLIC

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VICINITY MAP



SCALE: 1" = 2000

OWNER'S CERTIFICATE

THE ABOVE AND FOREGOING RIGHT-OF-WAY DEDICATION & EASEMENT OF THE PROPERTY OF FRONT ROYAL SELF STORAGE, LLC, AS APPEARS ON THIS PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

ARDEN, LLC MANAGER DATE

EDWARD A. MURPHY, MANAGER DATE

COMMONWEALTH OF VIRGINIA

CITY / COUNTY OF _____, TO WIT:

THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED

BEFORE ME THIS _____ DAY OF _____, 20____

BY _____

_____.

MY COMMISSION EXPIRES _____, 20____.

REGISTRATION No. _____.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT IT IS A RIGHT-OF-WAY DEDICATION & EASEMENT PLAT FOR THE LANDS OF FRONT ROYAL SELF STORAGE, LLC, ACQUIRED BY DEED RECORDED AS INSTRUMENT # _____, AMONG THE LAND RECORDS OF WARREN COUNTY, VA.

CHRISTOPHER G. BLAIR, LS #3276

APPROVAL

TOWN OF FRONT ROYAL DATE

WARREN COUNTY DATE

VIRGINIA DEPARTMENT OF TRANSPORTATION DATE

RIGHT-OF-WAY DEDICATION & EASEMENT PLAT

OF THE PROPERTY OF

FRONT ROYAL SELF STORAGE, LLC

TAX PARCEL 12-56C

WARREN COUNTY, VIRGINIA

SCALE: N/A | DATE: JANUARY 28, 2022

COMMONWEALTH OF VIRGINIA
CHRISTOPHER G. BLAIR
Lic. No. 3276
LAND SURVEYOR

FND 1971 GREENWAY ENGINEERING

GREENWAY ENGINEERING, INC.
151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
FAX: (540) 722-9528
www.greenwayeng.com

5865R SHEET 1 OF 3

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 74°03'19" E	58.52'
L2	N 15°20'04" E	42.66'
L3	N 74°39'56" W	10.00'
L4	N 86°45'32" W	49.93'
L5	S 74°24'18" E	102.18'
L6	N 15°35'42" E	20.00'
L7	N 74°24'18" W	102.09'

CURVE TABLE:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	95.10'	1773.83'	3°04'18"	N 17°36'22" E	95.09'
C2	138.20'	4270.00'	1°51'16"	N 15°27'29" E	138.20'
C3	137.42'	4250.00'	1°51'10"	N 15°27'26" E	137.42'

AREA TABLE

ORIGINAL T.M. 12-56C = 6.6895 AC.
-0.0230 AC.
ADJUSTED T.M. 12-56C = 6.6665 AC.

LEGEND

IPF = IRON PIPE FOUND
IRF = IRON REBAR FOUND
IRS = IRON REBAR SET
INST. = INSTRUMENT
ESMT. = EASEMENT
T.M. = TAX MAP (PARCEL)
R/W = RIGHT-OF-WAY

NOTES

1. NO TITLE REPORT HAS BEEN FURNISHED, EASEMENTS OTHER THAN THOSE SHOWN HEREON MAY EXIST.
2. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON THE DESCRIPTIONS OF RECORD AND A CURRENT SURVEY BY THIS FIRM.
3. THE PROPERTY SHOWN HEREON LIES ENTIRELY WITHIN ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN PER N.F.I.P. FLOOD INSURANCE RATE MAP No. 51187C0110C, DATED JUNE 3, 2008.

RIGHT-OF-WAY DEDICATION & EASEMENT PLAT

OF THE PROPERTY OF

FRONT ROYAL SELF STORAGE, LLC

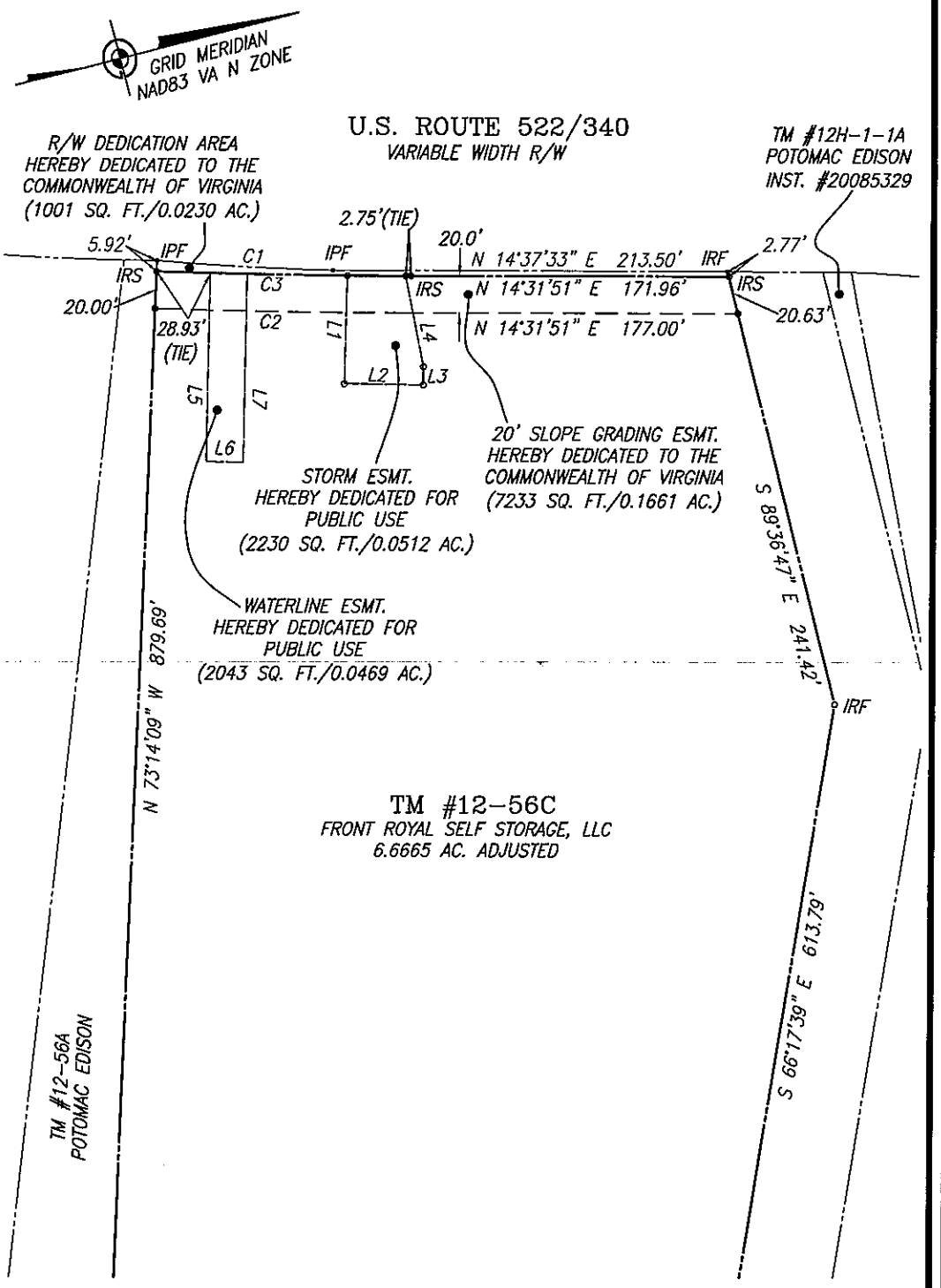
TAX PARCEL 12-56C
WARREN COUNTY, VIRGINIA

SCALE: N/A | DATE: JANUARY 28, 2022

COMMONWEALTH OF VIRGINIA
CHRISTOPHER G. BLAIR
Lic. No. 3276
LAND SURVEYOR

FND 1971
GREENWAY ENGINEERING

GREENWAY ENGINEERING, INC.
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RIGHT-OF-WAY DEDICATION & EASEMENT PLAT

OF THE PROPERTY OF

FRONT ROYAL SELF STORAGE, LLC

TAX PARCEL 12-56C

WARREN COUNTY, VIRGINA

SCALE: 1" = 70' | DATE: JANUARY 28, 2022

COMMONWEALTH OF VIRGINIA
CHRISTOPHER G. BLAIR
Lic. No. 3276
LAND SURVEYOR

GREENWAY ENGINEERING

GREENWAY ENGINEERING, INC.
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5865R SHEET 3 OF 3

Work Session Agenda Statement

Item # 5J

Meeting Date: June 13, 2022

Agenda Item: Request of T-Mobile Northeast LLCt to Amend its Lease to Expand Leased Floor Space to Update Antennae Facilities Located on the Water Tank, and to Extend the Lease Term

Summary: T-Mobile Northeast LLC *("T-Mobile", successor in interest to Shenandoah Personal Communications Company and Omnipoint Communication CAP Operations, LLC)* seeks to expand its leased floor space by approximately 261 square feet for the addition of an equipment cabinet to their existing facilities located at the Town's Fairgrounds Road Water Tank and to update antennae facilities located on the water tank. The Town's engineering consultant will confirm that the proposed facilities will not affect the integrity of the water tank prior to commencement of work. T-Mobile is offering additional rent of $200.00 per month for the additional floor space. T-Mobile also seeks to extend its lease with the Town, continuing through March 31, 2028, at a new total monthly rent of $3,138.95.

Town Council is asked to consider approving the "Fourth Amendment to Tower Site Lease Agreement", permitting T-Mobile to add to their existing facilities located at and on the Town's Fairgrounds Road water tank for additional consideration, and to extend the lease term for an additional five (5) years.

Budget/Funding: N/A

Staff Recommendation: Council approve the "Fourth Amendment to Tower Site Lease Agreement", permitting T-Mobile to add to their existing facilities located at and on the Town's Fairgrounds Road water tank for additional consideration, and to extend the lease term for an additional five (5) years as presented under the Consent Agenda of the June 27th Regular Council Meeting for formal approval.

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FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT ("Fourth Amendment") is made and entered into on the Effective Date, as defined below, by and between the Town of Front Royal ("Lessor") and T-Mobile Northeast LLC, a Delaware limited liability company, as successor-in-interest to Omnipoint Communications Cap Operations, LLC and Shenandoah Personal Communications Company ("Lessee").

Recitals

WHEREAS, Lessor and Lessee entered into that certain Tower Site Lease Agreement dated February 9, 1998 ("Original Lease"), as amended by the First Amended and Restated Tower Site Lease Agreement dated April 29, 2008, as amended by the Second Amendment to Tower Site Lease Agreement dated February 25, 2015, and as amended by the Third Amendment to Tower Site Lease Agreement dated March 26, 2019 (collectively, the "Lease"), whereby Lessor leased to Lessee certain portions of the Property located at 395 Fairgrounds Road, Front Royal, Warren County, VA (the "Leased Premises"); and

WHEREAS, on or about October 30, 2000, the Lessor approved an assignment of Shenandoah Personal Communications Company rights and obligations under the Original Lease to Omnipoint Communications Cap Operations, LLC; and,

WHEREAS, Lessor and Lessee desire to amend the Lease; and

WHEREAS, Lessor and Lessee herby affirm that, as of the date hereof: (i) no breach or default by Lessor or Lessee has occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Fourth Amendment are in full force and effect, with no defenses or offsets thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Lessor Consent. Lessor hereby grants Lessee the right and consents to Lessee's expansion of the Leased Premises not to exceed a total of two hundred sixty-one (261) square feet and the installation of equipment as described and depicted in Exhibit B-4, attached hereto and by this reference incorporated herein, which expanded square footage and equipment shall be considered part of the "Leased Premises" under the Lease. Exhibit B-2-1, Exhibit B-2-2 and Exhibit B-3 shall be deleted in their entireties and replaced with Exhibit B-4.

2. Rent and Costs. The rent that Lessee pays Lessor will be increased by Two Hundred Dollars ($200.00) per month, for a new monthly rent amount of Three Thousand One Hundred Thirty-Eight and 95/100 Dollars ($3,138.95). The rent increase shall commence on the first day of the month following the start of construction.

3. Renewal Terms. Upon the expiration of the current term on March 31, 2023, Lessee shall have the right to renew the Lease for one (1) additional Renewal Term of five (5) years. The

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additional Renewal Term shall renew automatically, on the same terms and conditions of the Lease, unless Lessee provides at least thirty (30) days prior written notice before the expiration of the current term that Lessee does not wish to exercise such additional Renewal Term.

4. Lessee's Notice Address. Lessee's notice addresses in the Lease are deleted in their entireties and replaced with the following:

If to Lessee: T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. 7HCH158A

5. Plan Review Fee. Prior to the installation of any additional equipment allowed pursuant to this Fourth Amendment, Lessee shall submit a design plan and a structural analysis (collectively, the "Plans") that meet Lessor's requirements. Lessee shall pay Lessor's costs for the review and administrative processing of the Plans, to be reviewed by Lessor's water tank structural engineering consultant, in the amount of Five Thousand Eight Hundred Fifty Dollars ($5,850.00). A non-refundable payment in this amount shall be made by Lessee to Lessor at the time of Lessee's execution and delivery of this Fourth Amendment to Lessor in order to expedite procurement of the engineering services.

6. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Fourth Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Fourth Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Fourth Amendment, the terms and conditions of this Fourth Amendment will govern and control.

7. Approvals. Lessor represents and warrants to Lessee hat the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Fourth Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

8. Authorization. The persons who have executed this Fourth Amendment represent and warrant that they are duly authorized to execute this Fourth Amendment in their individual or representative capacity as indicated.

9. Signatures. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Fourth Amendment shall legally bind the parties to the same extent as original documents.

[Signature Page Follows]

DocuSign Envelope ID: C8005B84-F7BC-4B75-A4E9-E4005FCEB268

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the day and year last written below (the "Effective Date").

LESSOR Town of Front Royal		LESSEE T-Mobile Northeast LLC	
By:		By:	DocuSigned by: JAMES SIMON
Name:		Name:	JAMES SIMON
Title:		Title:	Director
Date:		Date:	5/10/2022

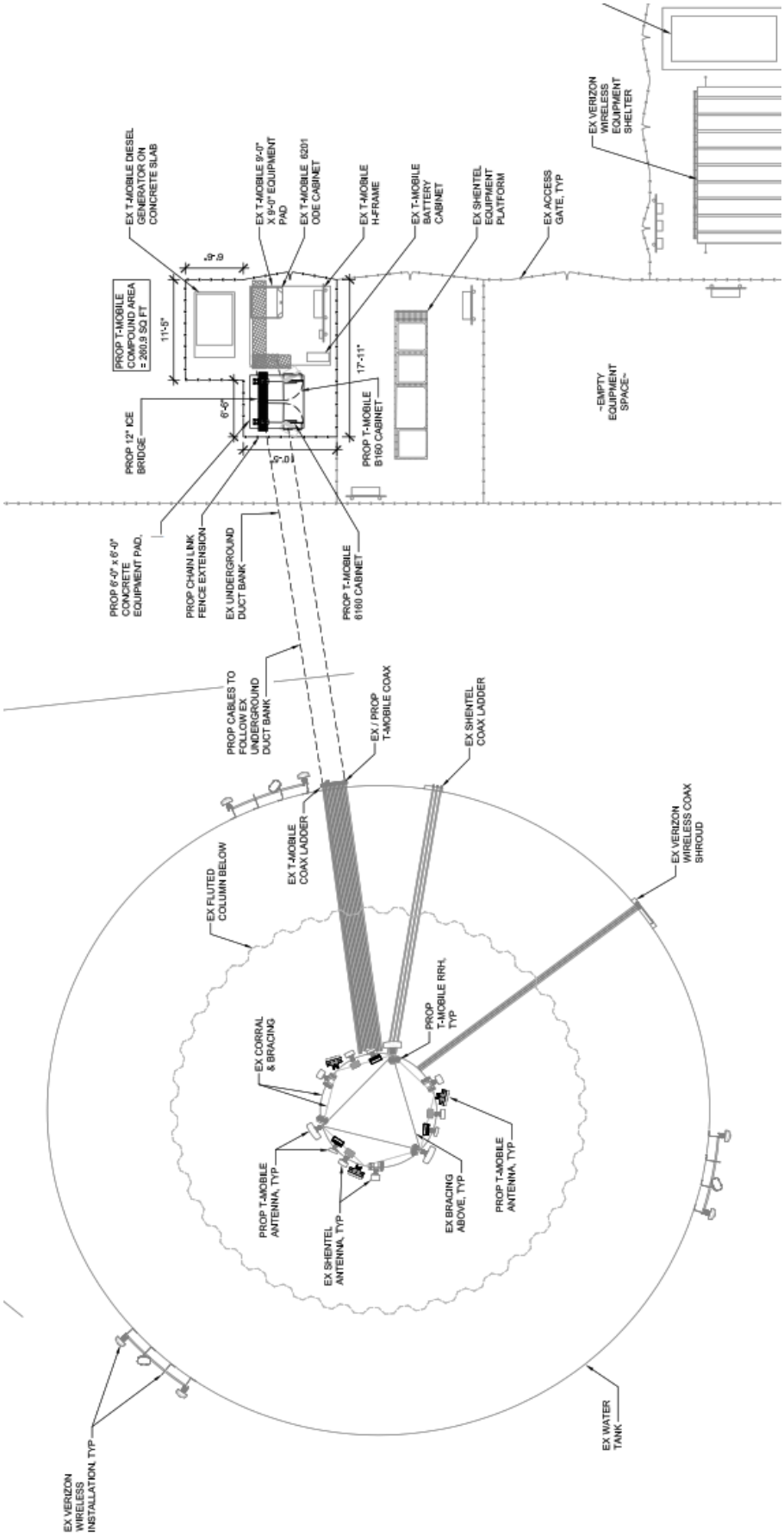
TMO Legal
Digitally signed by TMO Legal
Date: 2022.05.09 20:33:56 -04'00'

NATIONAL LEASE GOVERNANCE
Approved
T-MOBILE 2022

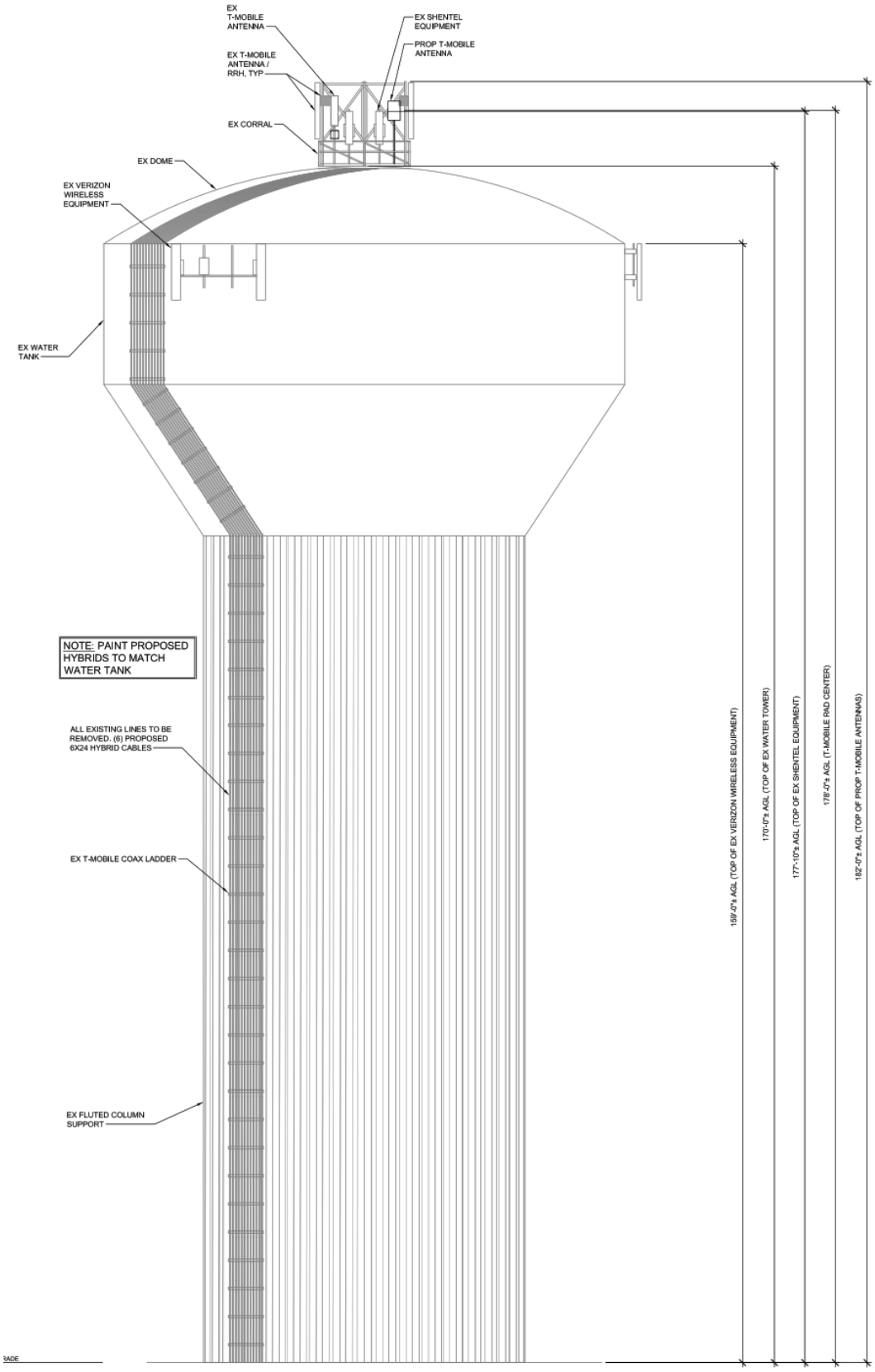
TMO Signatory Level : L06

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PROPOSED COMPOUND PLAN

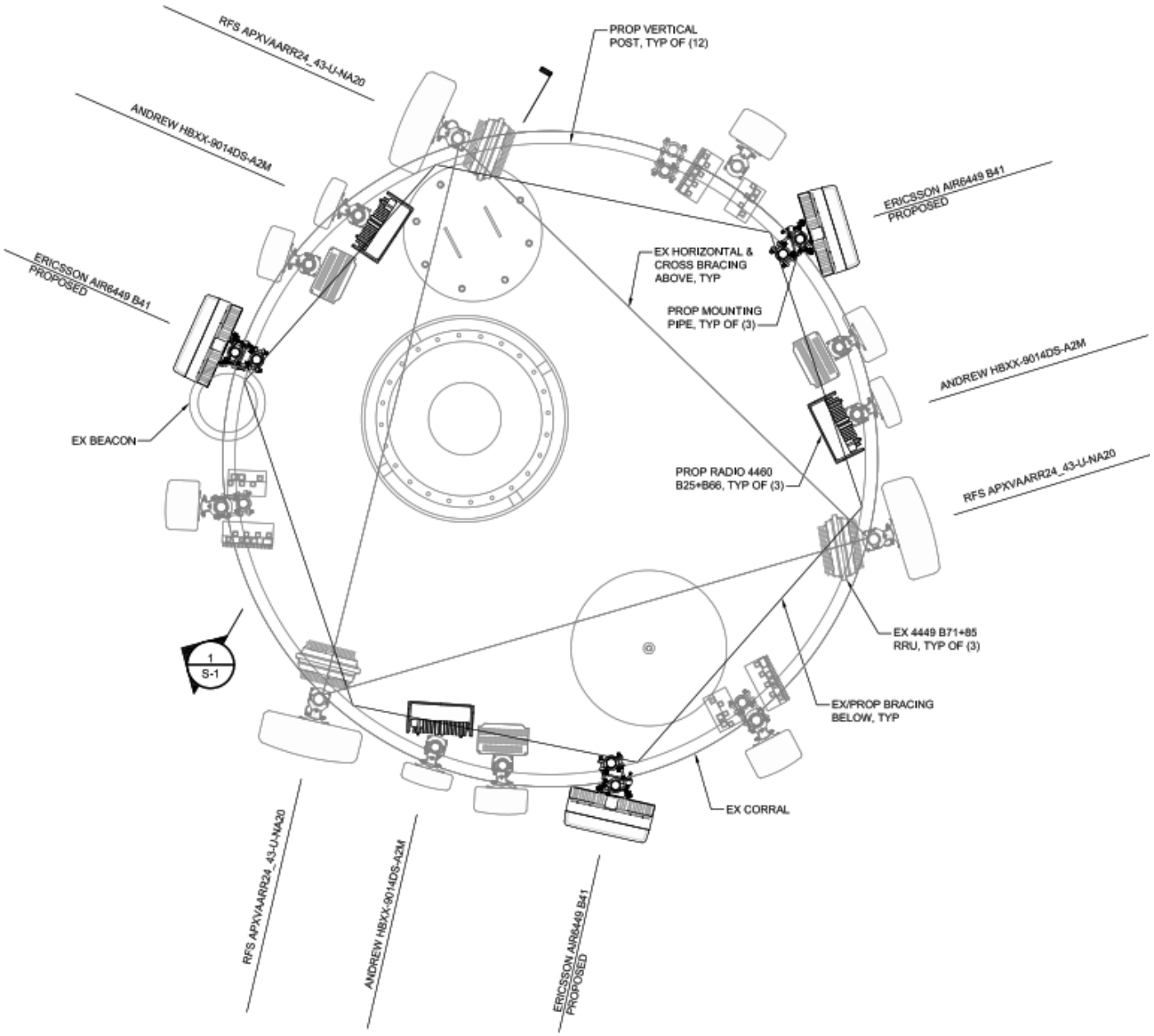


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PROPOSED WATER TANK ELEVATION
SCALE: 1" = 10'-0"

DocuSign Envelope ID: C8005B84-F7BC-4B75-A4E9-E4005FCEB268



PROPOSED ANTENNA SECTOR PLAN

SCALE: 1/2" = 1'-0"

DocuSign Envelope ID: C8005B84-F7BC-4B75-A4E9-E4005FCEB268

ANTENNA SCHEDULE

SECTOR	STATUS	POS	MANUFACTURER	MODEL #	ANTENNA DIMENSIONS	AZIMUTH	RAD CENTER (FT)	RRH QUANTITY & MODEL NO	CABLE QUANTITY & TYPE	CABLE LENGTH
SECTOR 1	PROPOSED	1	ERICSSON	AIR6449 B41	33.1"H x 20.6"W x 8.6"D	15°	178'-0"	–	(6) PROPOSED 6X24 HYBRID CABLES. (2) PER SECTOR: (12) EX 1-5/8" COAX & (1) 6x12 HCS 6AWG TO BE REMOVED. PAINT PROPOSED HYBRIDS TO MATCH WATER TANK.	178'-0"± VERIFY IN FIELD
	EXISTING	2	ANDREW	HBXX-9014DS-A2M	51.1"H x 12.0"W x 6.5"D			(1) PROPOSED RADIO 4460 B25+B66 (IN POSITION 2)		
	EXISTING	3	RFS	APXVAARR24_43-U-NA20	95.9"H x 24.0"W x 8.7"D			(1) EXISTING RADIO 4449 B71+B85		
SECTOR 2	PROPOSED	1	ERICSSON	AIR6449 B41	33.1"H x 20.6"W x 8.6"D	135°		–		
	EXISTING	2	ANDREW	HBXX-9014DS-A2M	51.1"H x 12.0"W x 6.5"D			(1) PROPOSED RADIO 4460 B25+B66 (IN POSITION 2)		
	EXISTING	3	RFS	APXVAARR24_43-U-NA20	95.9"H x 24.0"W x 8.7"D			(1) EXISTING RADIO 4449 B71+B85		
SECTOR 3	PROPOSED	1	ERICSSON	AIR6449 B41	33.1"H x 20.6"W x 8.6"D	210°		–		
	EXISTING	2	ANDREW	HBXX-9014DS-A2M	51.1"H x 12.0"W x 6.5"D			(1) PROPOSED RADIO 4460 B25+B66 (IN POSITION 2)		
	EXISTING	3	RFS	APXVAARR24_43-U-NA20	95.9"H x 24.0"W x 8.7"D			(1) EXISTING RADIO 4449 B71+B85		

Work Session Agenda Statement

Item # 06

Meeting Date: June 13, 2022

Agenda Item: Council Appointments – Joint Towing Advisory Board

Summary: Council approved an ordinance (Chapter 158-54 – 158-69) on November 27, 2017, enacting 'Law Enforcement Requested Towing' that initiated the appointment of a Joint Towing Advisory Board. The By-Laws for the Board were approved by the Board of Supervisors (BOS) on February 20, 2018, and Town Council on March 26, 2018. Per the By-Laws, Town Council and BOS are requested to appoint three (3) representatives from the towing and recovery business, three (3) law enforcement members and one citizen member to the Joint Towing Advisory Board to 4-year terms ending June 25, 2026 (By-laws Article 2). Proposed members to the new four (4) year term beginning June 26, 2022, are:

- Sergeant David Fogle – Front Royal Police Department
- Captain Robert Mumaw – Warren County Sheriffs Office
- Sergeant Brian Davis – Virginia State Police
- Emily Ciarrocchi – Citizen
- Gloria Knott – Keens Towing
- Louis C. "Peanut" Tharpe – Tharpe's Towing
- Alan Crawford - Midway Towing

Budget/Funding: N/A

Staff Recommendation: Council is requested to approve the members presented under the Consent Agenda at the June 27th Regular Business Meeting for formal approval

Work Session Agenda Statement

Item # 07

Meeting Date: June 13, 2022

Agenda Item: Designation of Councilmember and Town Staff to Discover Front Royal Board

Summary: Per the Front Royal-Warren County Joint Tourism Agreement Section III approved April 6, 2022, Council is requested to designate one member of Council and one member of Town Staff to the Discover Front Royal Board as non-voting members.

It is recommended to designate Elizabeth Lewis, Town's Special Events Coordinator, as the Town Staff representative. Both designations will be placed on the June 27th Consent Agenda.

Budget/Funding: N/A

Staff Recommendation: Council designate a councilmember and Town Staff member Elizabeth Lewis to the Discover Front Royal Board and placed under the Consent Agenda of the June 27th Regular Council Meeting for formal approval.

FRONT ROYAL-WARREN COUNTY
JOINT TOURISM AGREEMENT

This FRONT ROYAL-WARREN COUNTY JOINT TOURISM AGREEMENT (the "Agreement") made this 6 day of April, 2022 by and between the **Town of Front Royal, Virginia,** hereinafter referred to as the "Town", and the **County of Warren, Virginia,** hereinafter referred to as the "County", collectively hereinafter referred to as the "Parties", and stipulates that the Parties agree to the following:

I. PURPOSE

Since June 21, 1993, the Town had been responsible for funding the Visitor's Center and tourism for the community as most hotels, motels, and restaurants that benefitted from tourism were located inside the limits of the Town. However, there was significant growth of the lodging industry in the County and outside of the Town's limits. As a result, the County adopted an ordinance that increased the transient occupancy tax from two percent (2%) to five percent (5%). This increase became effective on July 1, 2017.

Upon the County adopting the ordinance, the Parties entered into a Memorandum of Agreement that established the Front Royal-Warren County "Joint Tourism Advisory Committee", hereinafter the "Committee". The Parties wished to put additional resources into branding and marketing the community as a destination and to provide additional support and to enhance the restaurants, lodging establishments, and the many amenities to the community. The Parties appointed the Advisory Committee to advise, assist, support, and advocate for tourism policies, program, and activities to market and promote Front Royal-Warren County and its environs, and to serve as the "local tourism industry organization" referred to in Section 58.1-3819 of the Code of Virginia, as amended.

In January 2021, the Parties entered into an updated Memorandum of Agreement, tasking the Committee to direct, promote, and manage tourism development in the Front Royal and Warren County community after the Parties mutually selected a tourism marketing firm to set up a "Destination Marketing Organization", hereinafter referred to as "DMO". The procurement method was competitive negotiation, pursuant to the Virginia Public Procurement Act, where the Town solicited and subsequently publicly contracted with the tourism marketing firm. While the County was assigned fiscal responsibility, both Parties equally appropriated and contributed to payment upon Committee approval.

Presently, all appropriations, roles, and responsibilities of the Committee and Parties shall remain until a 501c6 non-profit organization titled Discover Front Royal is established. Discover Front Royal shall become the DMO of Front Royal and Warren County and shall serve as the sole tourism authority for the Parties. Prior to any tourism expenditures outside of this agreement, the Town or County shall consult with Discover Front Royal. In partnership with the Town of Front Royal's Special Event Policies and Procedures, special events categorized as a "Community Gathering" or "Community", may be hosted by the Parties. Notwithstanding anything else in this Agreement, the Town and County may conduct tourism activities outside of this Agreement.

II. DEFINITIONS

Local Lodging Partner - Referred to in Va. Code § 58.1-3819 of the Code of Virginia as amended includes hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days.

Tourism - In accordance with Va. Code§ 58.1-3819 and the Town of Front Royal Special Event Permit Policies and Procedures, as amended, attracts travelers to the locality, increases occupancy at lodging properties, and generates tourism revenues in the locality.

Community Gathering/Event - Referred to in the Town of Front Royal's Special Event Permit Policies and Procedures, as amended, draw attendance less than 1,000 people, and are intended, in general to benefit the residents of Front Royal and Warren County.

III. OBLIGATIONS

The Committee shall:

1. It is anticipated that a non-profit 501c6 organization named Discover Front Royal shall be created. The Committee shall select and appoint the non-profit Board Members. Once the non-profit is created, the Committee shall dissolve.

Discover Front Royal shall:

1. Become the Virginia Tourism Corporation's (VTC) "Destination Marketing Organization" of record.
2. Accept transfer of all assets, social media, and any other content previously created for and associated with "Discover Front Royal".
3. Manage the Plan of Work and Visitors Center by directing and promoting tourism in the Front Royal-Warren County community to increase overall tourism revenue.
4. Submit and present upcoming fiscal budget by January 1st each year to the Parties that includes the budget, funding plan, and all grants, donations, and gifts. Funding shall be provided on a fiscal year basis starting on July 1 and ending on June 30 of each year.
5. Be funded in equal shares by the Parties. It is the Parties intention that the minimum funding will be 50%, not to exceed 70% of the 5-year rolling average of actual revenue received from the transient occupancy tax collected by the Town, subject to appropriation year to year.
6. Encourage individuals, businesses and both Parties to achieve "Goals of Parties" outlined in section IV.
7. Agree to the terms of this Agreement once it is created.

The Town of Front Royal shall:

1. Designate one member of Council and one member of Town staff to the Discover Front Royal Board as non-voting members to achieve "Goals of Parties" outlined in section IV.

2. Fund half of the budget, along with the County, of Discover Front Royal. Such amount to be funded will be decided by the Parties each year as part of their respective budget process and paid quarterly, provided that such minimum Town funding will be 50%, not to exceed 70% of the 5-year rolling average of actual revenue received from the transient occupancy tax collected by the Town, provided that such funding amount to be provided by the Town for the fiscal year starting July 1, 2022 and ending June 30, 2023 shall be $200,000 with an additional appropriation by the County for $200,000 so that total funding of $400,000 shall be provided. Until the nonprofit is created and operational, the Town shall remit payment of the funding to the County, which is the fiscal agent for the payment of tourism expenses.
3. Lease the Visitors Center to Discover Front Royal for $1 per year.
4. Transfer the VTC "Destination Marketing Organization" recording and designation to Discover Front Royal.
5. Transfer all tourism related licenses, entitlements, and intellectual and personal property, with the "Discover Front Royal" slogan, all social media, and any other content previously created for or associated with "Discover Front Royal" or tourism to Discover Front Royal.

The County of Warren, Virginia shall:

1. Designate one member of the Board of Supervisors and one member of County staff to the Discover Front Royal Board as non-voting members to achieve "Goals of Parties" outlined in section IV.
2. Fund half of the budget, along with the Town, of Discover Front Royal. Such amount to be funded will be decided by the Parties each year as part of their respective budget process and paid quarterly, provided that such minimum County funding will be 50%, not to exceed 70% of the 5-year rolling average of actual revenue received from the transient occupancy tax collected by the Town.
3. The County shall continue to serve as the fiscal agent and to collect ½ of the funds to be used for tourism from the Town and to pay such approved tourism bills from tourism designated funds only until the nonprofit has been created and is operational.

IV. GOALS OF PARTIES

1. *Citizen Understanding* - Increase the economic value of tourism and travel to the Town of Front Royal and County of Warren and its citizens and businesses and encourages inter-community collaboration on all matters relating to tourism development and promotion.

2. *Tourism* - Broaden awareness of the community's existing attractions, both natural and man-made, its heritage and historic sites, and services provided for travelers. This effort shall include awareness within the tourism industry and among the traveling public, with emphasis on regional initiatives whenever possible.

3. *Hospitality* - Ensure that travelers to and through Front Royal-Warren County are served hospitably and have ready access to information on tourist services and points of interest.

4. *Tourism Development* - Pursue with the two Economic Development Authorities of both Parties, an overall economic development program to include the development of additional visitor accommodations such as lodging and conference facilities, restaurants, campgrounds, public parks, and other attractions.

5. *Scenic Beauty* - Encourage programs whose purpose(s) are to preserve and enhance the scenic beauty of the Parties, particularly along its public highways.

V. AMENDMENTS

This Agreement may be amended or altered in whole or in part upon approval by the Front Royal Town Council and the Warren County Board of Supervisors. This Agreement shall continue each fiscal year starting July 1 and ending June 30 unless terminated by either party by March 1 of any year.

Approved by the County of Warren Board of Supervisors on the 5th day of April, 2022.

FOR THE COUNTY OF WARREN, VIRGINIA

Cheryl L. Cullers

Cheryl L. Cullers, Chair, Board of Supervisors

Attest:

Edwin C. Daley

Dr. Edwin C. Daley, County Administrator

Approved by the Front Royal Town Council on the 28 day of March, 2022.

FOR THE TOWN OF FRONT ROYAL, VIRGINIA

Chris W. Holloway, Mayor, Town of Front Royal

Attest:

Tina L. Presley

Tina L. Presley, Clerk of Town Council

Council Agenda Statement

Item # 09

Meeting Date: June 13, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

I move that Town Council convene and go into Closed Meeting for the

1) discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, specific to the Town Attorney Position, pursuant to §2.2-3711. A.1 of the Code of Virginia; and,

Motion to Certify Closed Meeting at its Conclusion *[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]*

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Act as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

Moved _____ ***Seconded*** _____

Cockrell _____ ***Gillispie*** _____ ***Jackson*** _____ ***McFadden*** _____ ***Morris*** _____ ***Thompson*** _____