# TOWN COUNCIL WORK SESSION

## Tuesday, September 5, 2023 @ 7:00pm in the Town Hall Conference Room

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

1. Roll Call

**7:00pm** 2. BAR Appeal – Certificate of Appropriateness (COA) – Metal to Shingle Roof for 207 Clouc St – *L Kopishke*

**7:30pm** 3. ESAC Presentation and Request to Change Name – *Joe Waltz/Justin Proctor*

**8:00pm** 4. Public Hearing Slated for September 25th
   A. Zoning Text Amendment-175-110.5 Urban Agriculture – *Lauren Kopishke*

**8:15pm** 5. Old Business
   A. Revisions to Liaison Committee Meeting Policy – *Joe Waltz*

**8:30pm** 6. New Business
   A. Procurement Policies and Procedures Manual – *BJ Wilison*
   B. W. Criser Rd Sidewalk Project for Pedestrian Safety – *Robbie Boyer*
   C. Request for an Easement on Town Property from Bill Hounshell near Duck Street – *Joe Waltz*

**8:50pm** 7. Consent Agenda Items for September 25th
   A. Bid for 500 kVA Three-Phase Pad-Mounted Transformer, Remanufactured – *Michelle Campbell*
   B. Warren County/Front Royal ARPA Tourism Recovery Plan Grant – *Lizi Lewis*

**9:00pm** 8. CLOSED MEETING

9. ADJOURN

# Work Session Agenda Statement

**Item #** 02

## Meeting Date: September 5, 2023

**Agenda Item:** COA Appeal– Metal to Shingle Roof- 207 Cloud St

**Summary:**
The applicant is appealing a denial of a Certificate of Appropriateness (COA) for the conversion of a metal roof to shingle roof. The property is considered a contributing structure in the historic district. State and federal guidelines recommend against changing the type of material on a historic structure. Per Town code, the applicant may appeal a determination of the BAR to Town Council within 10 days of denial. The applicant submitted the appeal to staff within the appropriate time frame.

On April 27th, the Zoning Administrator issued a stop work order for 207 Cloud Street. The metal roof and chimney had been removed without obtaining the appropriate permissions from the Town and County. The property owner was informed of the violations and instructed to apply for a permit.

**Budget/Funding**: N/A

**Staff Recommendation:**

Staff recommends upholding the determination of the BAR due to the fact that this is a contributing structure in the Towns historic district.

## Tina Presley

**To:** Tina Presley
**Subject:** FW: COA 2300421 Denial Letter

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**From:** Dawn Weber <dweber@segmentalwall.com>
**Sent:** Monday, August 21, 2023 5:33 PM
**To:** Lauren Kopishke <lkopishke@frontroyalva.com>
**Cc:** Jim Weber <jweber@segmentalwall.com>
**Subject:** RE: COA 2300421 Denial Letter

Laura, In response to the denial letter dated 8/16/23. We are disputing the decision on 207 Cloud St.

1. The townhouses across the street and additional houses along the street have shingles.
2. Metal cost 2 ½ times what a shingle roof would cost.
3. Many of the current metal roofs are dilapidated and not being replaced due to the expense of metal.
4. Please send over the current state law that was referenced to Jim at the meeting. It was understood that this issue is out of the Front Royal BAR and that the BAR is only following the state law. We would like to reach out to the state before the meeting and need to know which law is being referenced.
5. We would also, like a copy of the recording of the meeting.

Segmental Wall Specialists, Inc.
Dawn Weber
4641 Sudley Rd
Catharpin, VA 20143
PH: 703-361-4040

**TOWN OF FRONT ROYAL**
**DEPARTMENT OF PLANNING & ZONING**
102 E. MAIN STREET, PO Box 1560
FRONT ROYAL, VIRGINIA 22630-1560
(540) 635-4236

LAUREN KOPISHKE
Director of Planning & Zoning
Zoning Administrator
lkopishke@frontroyalva.com

August 16, 2023

BAR Action Letter
**COA #2300421**

Cloud 207 LLC
4641 Sudley Rd
Catharpin, Va 20143

Mr. James Weber,

On August 8, 2023, the Board of Architectural Review (BAR) denied your application for a Certificate of Appropriateness to permit a change of material to replace a standing seam metal roof with an asphalt shingle roof on a structure in the historic overlay district located at 207 Cloud Street. You have **10 days** from the receipt of this letter to appeal their determination to Town Council.

The next Town Council meeting is August 28, 2023. Please contact Planning and Zoning staff immediately if you wish to submit a written appeal.

Below is Town Code Ch 175-94 which outlines your right to appeal a determination of the BAR.

*A. Any applicant aggrieved by a final decision of the Board of Architectural Review may appeal said decision to the Front Royal Town Council, provided that such appeal is filed, in writing, with the Town Clerk within ten (10) days after the final decision is rendered by the BAR. The Town Council will hear the matter at its next regularly scheduled meeting and will render its decision on the appeal at the following regularly scheduled meeting. The Council, in its discretion, may consider additional evidence and submissions during the period between meetings and at the second regularly scheduled meeting prior to rendering its decision.*

*B. Any applicant aggrieved by a final decision of the Board of Architectural Review following the decision rendered on appeal to the Front Royal Town Council, may appeal said decision to the Circuit Court of Warren County, Virginia, by filing a petition at law setting forth the alleged illegality of the BAR's action, provided that such petition is filed with the Circuit Court within thirty (30) days after the appealed decision of the Front Royal Town Council. The filing of said petition with the Circuit Court shall stay the decision of the BAR pending the outcome of the appeal, except that the filing of such petition shall not stay the decision of the BAR if such decision denies the right to raze or demolish an historic landmark, building or structure. The Circuit Court may reverse or modify the decision of the BAR, in whole or in part, if the Court finds, upon review, that the decision is arbitrary and constitutes an abuse of discretion. The Circuit Court may also affirm the decision of the BAR.*

Thank you for your time,

Lauren Kopishke
*Director of Planning & Zoning / Zoning Administrator*

*The following minutes are a summary of items on the agenda. This meeting may be viewed in its entirety by accessing the video of the same date online via the Town's website at www.frontroyalva.com for a limited time.*

A regular meeting of the Board of Architectural Review of the Town of Front Royal, Virginia was held on August 8, 2023, in the Town Hall East Conference Room.

## CALL TO ORDER

Chairman Waters called the Board of Architectural Review meeting to order at 7:00 p.m..

## ROLL CALL

Present: Collin Waters, Chairman
Holly Rhodenhizer, Vice Chairman
Angela Toler
Gary Vaughan

Absent: Katherine Snyder

Staff Present: John Ware, Deputy Zoning Administrator

## NEW BUSINESS

- **Application #2300421 – Jim Weber.** A Certificate of Appropriateness application to replace a metal roof with shingles at 207 Cloud Street and identified on tax map 20A7-4-146. The property is zoned R-3, Residential District and is located in the Historic Overlay District.

Mr. Ware provided an overview of the application stating that the request was to reroof a contributing structure located at 207 Cloud Street from metal to shingle. Removal of the existing metal roof was completed, and installation of the plywood decking started prior to obtaining any permits from the Town and the Warren County Building department. The plywood decking is now complete on the entire roof system including the installation of a roof underlayment. Existing and historical photographs of the structure were included in the staff report.

Chairman Waters mentioned that the roof over the bay window was shingles and prior to that it looks like it was a tar or metal roof.

Mr. Weber stated the porch roof was previously shingles.

DRAFT

Chairman Waters confirmed that the main roof and the front porch roof were standing seam metal roofing.

Mr. Weber said the soffits had rotted and were replaced with wood.

Chairman Waters explained that the metal roof needed to go back on the structure as like for like because it was located in the historic district.

Mr. Weber shared his opinion that the Town would like this area to become "nicer" and for him to put on a metal roof it would be about $35,000. There are many people moving into this area that do not have money and cannot pay $35,000 to replace a metal roof. Mr. Weber expressed that if the Town wants Cloud Street to shape up people can't afford to put $35,000 roofs on. He said he would like to reside both houses he owns on Cloud Street but is hesitant to do so. Mr. Weber believes that if Cloud Street is improved a "better" type of people will move there. He explained he owns 48 apartments in the area and all of those he could live in because he keeps them maintained.

Chairman Waters explained that the Board has an obligation to the historic district to maintain the integrity of the old houses. This house originally had a standing seam metal roof which lasted a very long time.

Mr. Weber said that if he had known the metal roof was required he would have just put tar on it and asked if that is what the Town wanted to see.

Vice Chairman Rhodenhizer reiterated that it is the Boards responsibility to maintain the integrity of structures located in the historic district. She noted that she owns a home in the historic district and knows that it is her responsibility to maintain the historic integrity of her home.

Mr. Weber said that the Town will see Cloud Street going down hill because first time homebuyers cannot afford to do what the Board wants them to do.
Chairman Waters explained that the Board needs to push homeowners in the direction of historic preservation.

Ms. Toler said the Board has clear guidelines they have to follow.

Mr. Weber responded that the guidelines are wrong, and he can afford to keep going to fight the requirements.

Mr. Weber stated that maybe they need to change the "system" and asked how that can be done.

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Chairman Waters explained that the BAR has to adhere to the standards that the state sets. In addition, the reason Main Street is looking better is because the Town has been maintaining a standard with the renovations that have been occurring and their hope is that standard will expand out to Cloud Street, Blue Ridge Avenue, and all the other areas of the historic district. If the state looks at shingle roofs being installed it affects the Town's progress.

Mr. Weber said the Town should subsidize 2/3 of the cost.

Board members explained that was not an option though they wish it could be.

Mr. Weber said he would take it to the next level and if it needed to go to the state, he would take it to the state. People have bought these places in the historic district and cannot afford to maintain them. If I don't take it to the state to look at making changes then it's going to keep happening to people who want to renovate. Currently he has paper on the roof, and it is not leaking but he doesn't know how long that will last.

Ms. Toler noted that the Historic Preservation Guidelines come from the state.

Mr. Weber said the state is "wrong".

Chairman Waters commented that the Historic Preservation Guidelines are not necessarily wrong. The state is trying to preserve the historic fabric and the character of the Town. He explained there have been a lot of years without protection for buildings in the historic district. In moving forward, the best way to preserve properties in the historic district is to abide by the standards and save what we can.

Mr. Weber said he feels the best thing to do is keep the paper on his roof and go to the next level. He asked the BAR to tell him where to go to the next level and he would talk to the state.

Mr. Ware explained that if Mr. Weber disagrees with the BARs decision his next step is to appeal that decision.

Mr. Weber asked that the BAR/Staff send him all the information he needs to appeal. He stated that because he pays a lot of taxes here he wants staff to explain step by step how he appeals.

Mr. Ware explained that if Mr. Weber did not agree with the Board's decision his next step would be to appeal to the Town Council.

Chairman Waters noted that if Mr. Weber wishes to talk to the state he should contact the State Historic Preservation office.

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***Vice Chairman Rhodenhizer moved, seconded by Chairman Waters to deny the application to replace the existing metal roof with an asphalt shingle roof to a contributing structure at 207 Cloud Street.***

Vote: Yes - Vaughan, Waters, Toler, Rhodenhizer
No – N/A
Abstain – N/A
Absent - Snyder

Mr. Weber stated, “it’s not going to be pretty for any of us”.

DRAFT

**TOWN OF FRONT ROYAL**
**DEPARTMENT OF PLANNING & ZONING**

**STAFF REPORT FOR THE**
**BOARD OF ARCHITECTURAL REVIEW**
**AUGUST 8, 2023**

| **APPLICATION #:** | **APPLICANT:** |
|---|---|
| COA-2300421, Zoning Permit # 2300420 | Jim Weber |

## APPLICATION SUMMARY:

A Certificate of Appropriateness (COA) Application has been submitted to replace the existing metal roof with an asphalt shingle roof to the contributing structure at 207 Cloud Street. Work has already begun (photos attached).

## GENERAL INFORMATION:

| | |
|---|---|
| *Site Addresses* | 207 Cloud Street |
| *Owner(s)* | Cloud 207 LLC |
| *Zoning District* | R-3, Residential District |
| *Historic District* | Front Royal Historic Overlay District |
| *Tax Identification* | 20A7-4-146 |
| *Location* | The building for review is located at 207 Cloud Street near the intersection of Cloud Street and East Stonewall Drive. |

*Photo 1 – view of front left building elevation – historic district survey*



*Photo 2 – view of front building elevation – Warren County GIS 2006*




*Photo 3 – view of front building elevation – after removal of metal roof*



*Photo 4 – view of front building elevation – current view July 2023*



*Photo 5 – view of right rear building elevation – current view July 2023*



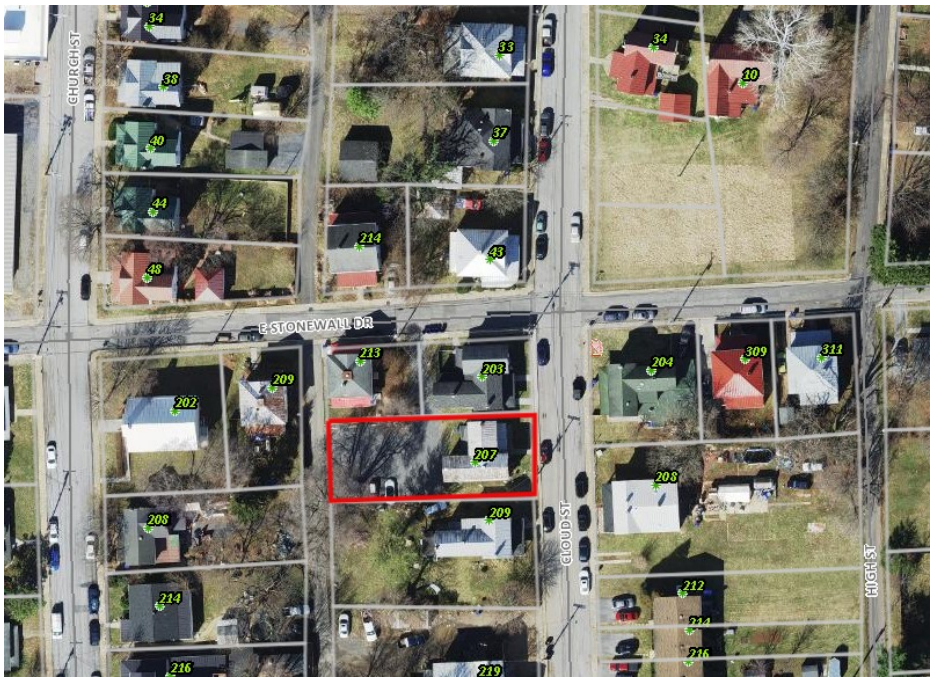
*Photo 6 – view of rear, left corner building elevation – current view July 2023*



*Photo 7 – view of rear, right corner building elevation – current view July 2023*



*Vicinity - Aerial* (*Warren County GIS*)




## SUPPLEMENTAL INFORMATION:

| | |
|---|---|
| ***Legal Authority*** | The Board of Architectural Review (BAR) is established by the legal authority of Virginia Code §15.2-2306 and Sections 175-82 through 175-98 of the Town Code. The Town Code gives review authority to the BAR for major projects within the Historic Overlay District. The Historic Overlay District consists of the areas and structures identified within the Front Royal Historic District. Town Code, Section 175-82, states that the purposes of establishing the historic resource overlay areas include the following:<br><br>1. To preserve and improve the quality of life for residents of the Town of Front Royal by protecting familiar and treasured visual elements in the area.<br>2. To promote tourism by protecting historical and cultural resources attractive to visitors and thereby supporting local business and industry.<br>3. To stabilize and improve property values by providing incentive for the upkeep and rehabilitation of older structures and by encouraging desirable uses and forms of economic development.<br>4. To educate residents on the local cultural and historic heritage as embodied in the Historic District Overlay Areas and to foster a sense of pride in this heritage.<br>5. To promote local historic preservation efforts and to encourage the identification and nomination of qualified historic properties to the National Register of Historic Places and the Virginia Landmarks Register.<br>6. To prevent the encroachment of additions or new buildings and structures that are architecturally incongruous with their environs within areas of architectural harmony and historic character.<br><br>Except where administrative review authority is granted under Section 175-89.1, and where review is exempt under Section 175-90, the BAR is responsible for reviewing major projects in the Historic Overlay District in |

| | |
|---|---|
| | accordance with the guidelines found under Section 175-91 of the Town Code. These guidelines are listed at the end of this report. |
| ***Historic Information*** | The building (circa 1900) is a contributing building to the Front Royal Historic District. Below are notes about the structure, as found within the Historic District records. A full copy of the report is attached (see historic reconnaissance survey – attachment B)<br>Architectural Description<br>---<br>2/2 double-hung sash windows. 1-story front bay window. 1-story 2-bay front porch.<br><br>ARCHITECTURAL AND HISTORICAL STATEMENT<br>==========<br><br>Dwelling exhibits typical form and cladding of houses in this area. The house contributes to the historical architectural character of the neighborhood. |
| ***Incentives for Rehabilitation*** | • Partial Real Estate Tax Exemption. Pursuant to Section 75-75 of the Town Code, the exemption shall commence on January 1 of the year following completion of the rehabilitation and shall run with the real estate for a period of ten (10) years.<br>• State Tax Income Credit. The Virginia Rehabilitation Tax Credit Program allows property owners who complete a certified rehabilitation project to receive an income tax credit on 25% of their eligible expenses and an additional 20% credit through the Federal Rehabilitation Tax Credit Program. |

***Historic Overlay District Guidelines***

**GUIDELINES WORKSHEET FOR BAR EVALUATION**

| | | |
|---|---|---|
| 1 | The historic archaeological or architectural value and significance of a structure and its relationship to the historic value of the surrounding area | |
| 2 | The age and character of the historic structure, its condition, and its probable life expectancy and the appropriateness of the proposed changes to the period or periods during which the structure was built | |
| 3 | The general compatibility of the site plan and the exterior design arrangement, texture and materials proposed to be used | |
| 4 | The view of the structure or area from a public street or road, present or future | |
| 5 | The present character of the setting of the structure or area and its surroundings | |
| 6 | The probable effect of proposed construction on trees, wooded areas, or historic sites | |

| | | | |
|---|---|---|---|
| | 7 | Any other factors, including aesthetic factors, which the reviewing bodies deem to be pertinent | |
| | 8 | The appropriateness of the exterior architectural features of such building or structure to the compatibility with the exterior architectural features of landmarks, buildings, or structures in the district, taking into consideration the following:<br>a. General design<br>b. Character and appropriateness of design<br>c. Form<br>d. Proportion and scale<br>e. Mass<br>f. Configuration | |
| | Additional Guidelines:<br><br>● The reviewing bodies shall not adopt or impose any specific architectural style in the administration of this Article.<br>● The reviewing bodies shall also be guided by the purposes for which landmarks, landmark sites and historic districts are designated and by the standards and considerations contained in the Secretary of the Interior's Standards for Rehabilitation.<br>● See Demolition Review Guidelines Addendum for demolition of structures. | | |

## SUMMARY OF APPLICATION:

The removal of the existing metal roof was completed, and the installation of plywood decking had started prior to obtaining any permits from the Town and the Warren County Building Department. The plywood decking work is now completed on the entire roof system including the installation of a roof underlayment.

Town Staff does not support the replacement of the original metal roof with an asphalt shingle roof.

## ATTACHMENTS:

- Attachment A: Certificate of Appropriateness Application and Supporting Documents
- Attachment B: Historic Reconnaissance Survey

RECEIVED
JUN 20 2023
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

FRCOA # 230042

# ADMINISTRATIVE
# CERTIFICATE OF APPROPRIATENESS APPLICATION
## TOWN OF FRONT ROYAL

☐ New Construction ☒ Rehabilitation ☐ Sign
☐ Other _____

Application is hereby made for a Certificate of Appropriateness and is made subject to the local Historic District Ordinance, other local ordinances, and State laws which are presently in force or that may hereafter be enacted affecting or regulating thereto. The undersigned applicant agrees to these requirements which are a necessary condition for approval of this certificate.

This application for a Certificate of Appropriateness may be approved administratively in accordance with Section 175-89.1 of the Town Code.

Name of Applicant: Jim Weber
Address of Applicant: 4641 Sudley Rd
Catharpin VA 20143
Phone Number: 703 90a -9572 E-Mail: WeberPropertiesLLC.com
Property in Question:
Street Address: 207 Cloud St.
Tax Map Number: _____
Historic District: ☒ Downtown Residential Area
☐ Downtown Business Area

Are there any other applications relevant to this property or the proposed modifications being considered by any other regulatory or administrative agency?
☐ Yes ☒ No If Yes, please describe:

_____
_____

PLEASE COMPLETE REVERSE SIDE

Description of Proposal, including materials and colors used with each modification (List for foundation, walls, doors, windows, trim gutters/downspouts, roofing, sign, lighting, sidewalk, fencing and gutters as applicable) (attach separate sheets if necessary):

Replace Roof with shingles

Also include the following as applicable:

_____ Attached map with property under consideration marked
_____ Site Plan
_____ Sketch, drawing, elevations
_____ Photographs or slides showing property in question
_____ Materials samples

Signature of Applicant: _____ Date 6-20-2023

Signature of Representative (if applicable): _____

Date 6-20-2023

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

OFFICE USE ONLY

Action Taken _____

_____ _____

Zoning Administrator Date

Application Fee $50.00


207


WERNER

RECONNAISSANCE SURVEY FORM

## IDENTIFICATION

VDHR IDENTIFICATION #: 112-0055-219

Property Names

| | |
|---|---|
| House, 207 Cloud St | Common |

NR Resource Type: Building
VDHR Historic Context: Domestic

## ADDRESS/LOCATION

Addresses

| | | |
|---|---|---|
| 207 | Cloud Street | Current |

Vicinity of: Municipality: Front Royal
County/Independent City: Warren
State: VA ZIPCode 22630
Magisterial District: South River District
USGS Quad Name: FRONT ROYAL

| Local Tax Code: | Section | Parcel |
|---|---|---|
| | 20A7 | 4-146 |

Location: west side of the 200 block of Cloud Street

Name of Historic District:
Name of Potential Historic District: Front Royal Historic District

## SITE DESCRIPTION

Site plan on file at VDHR? Yes

Physical Character of General Surroundings: Town
Physical Character of Immediate Setting: Residential Lot

Site Description Notes/Notable Landscape Features

Several small bushes and trees surround the house, which sits at the front of a flat lot

## CLASSIFICATION AND COUNT

NR Resource Type: Building Ownership Categories: P

NR Resource Count

| #of Resource Types | C/NC/NE |
|---|---|

| #of Buildings | C/NC/NE | | |
|---|---|---|---|
| 1 Building | Contributing | TOTAL: | 1 |
| | | Contrib: | 1 |
| | | Non-Contrib: | 0 |

Wuzits Type Count

| #of Wuzits | Type | C/NC/NE | | |
|---|---|---|---|---|
| 1 | Single Dwelling | Contributing | TOTAL: | 1 |
| | | | Contrib: | 1 |
| | | | Non-Contrib: | 0 |

## INDIVIDUAL RESOURCES DATA

### WUZIT: SINGLE DWELLING C/NC: Contributing

Name:

Estimated Date of Construction: 1900 ca Source: Site Visit

Physical Status: Existing
Condition: Good Threat: None

PRIMARY COMPONENTS AND MATERIALS

| Component | # | Type or Form | Materials | Treatment |
|---|---|---|---|---|
| Chimney | 1 | Interior | Brick | Corbel capped |
| Chimney | 1 | Interior End | Brick | Corbel capped |
| Door | 0 | Single | | |
| Foundation | 0 | Solid | | Stuccoed |
| Porch | 0 | 1-story, 2-bay | Wood | Square Columns |
| Roof | 0 | Gable: Cross | Metal | Standing Seam |
| Walls | 0 | Frame | Wood | Stuccoed |
| Windows | 0 | Sash, double-hung | Wood | 2/2 |

# of Stories: 2.0
# of Bays Wide: 3

Architectural Style/Derivation: Other

Additions and Alterations Description

Interior Description

Interior Plan Type:
Accessed? If not, why not?:

Interior Description:

Architectural Description

2/2 double-hung sash windows. 1-story front bay window.
1-story 2-bay front porch.

## SECONDARY RESOURCES DESCRIPTION

## SIGNIFICANCE

Year Built: 1900 Source of Year Built: Site Visit

## ARCHITECTURAL AND HISTORICAL STATEMENT

Dwelling exhibits typical form and cladding of houses in this area. The house contributes to the historical architectural character of the neighborhood.

## BIBLIOGRAPHIC DATA

## GRAPHIC DOCUMENTATION

| Medium | Media ID# | Frame(s) | | |
|---|---|---|---|---|
| B&W 35mm Photos | 12821 | 32 | 0 | 3/ /1993 |

## CURRENT OWNERSHIP INFORMATION

## SURVEYOR'S NOTES

## CULTURAL RESOURCE MANAGEMENT

| Date | CRM Event | Agency/Individual | Assoc ID# |
|---|---|---|---|
| 3/ /1993 | Reconnaissance Survey | Preservation Assoc.- Neville Neville | |

# PICTURES TAKEN APRIL 27, 2023 WHEN STOP WORK ORDER WAS ISSUED BY STAFF










Timberline NS




207



ARTICLE

# The Secretary of the Interior's Standards for the Treatment of Historic Properties: Rehabilitation as a Treatment and Standards for Rehabilitation

## Rehabilitation as a Treatment

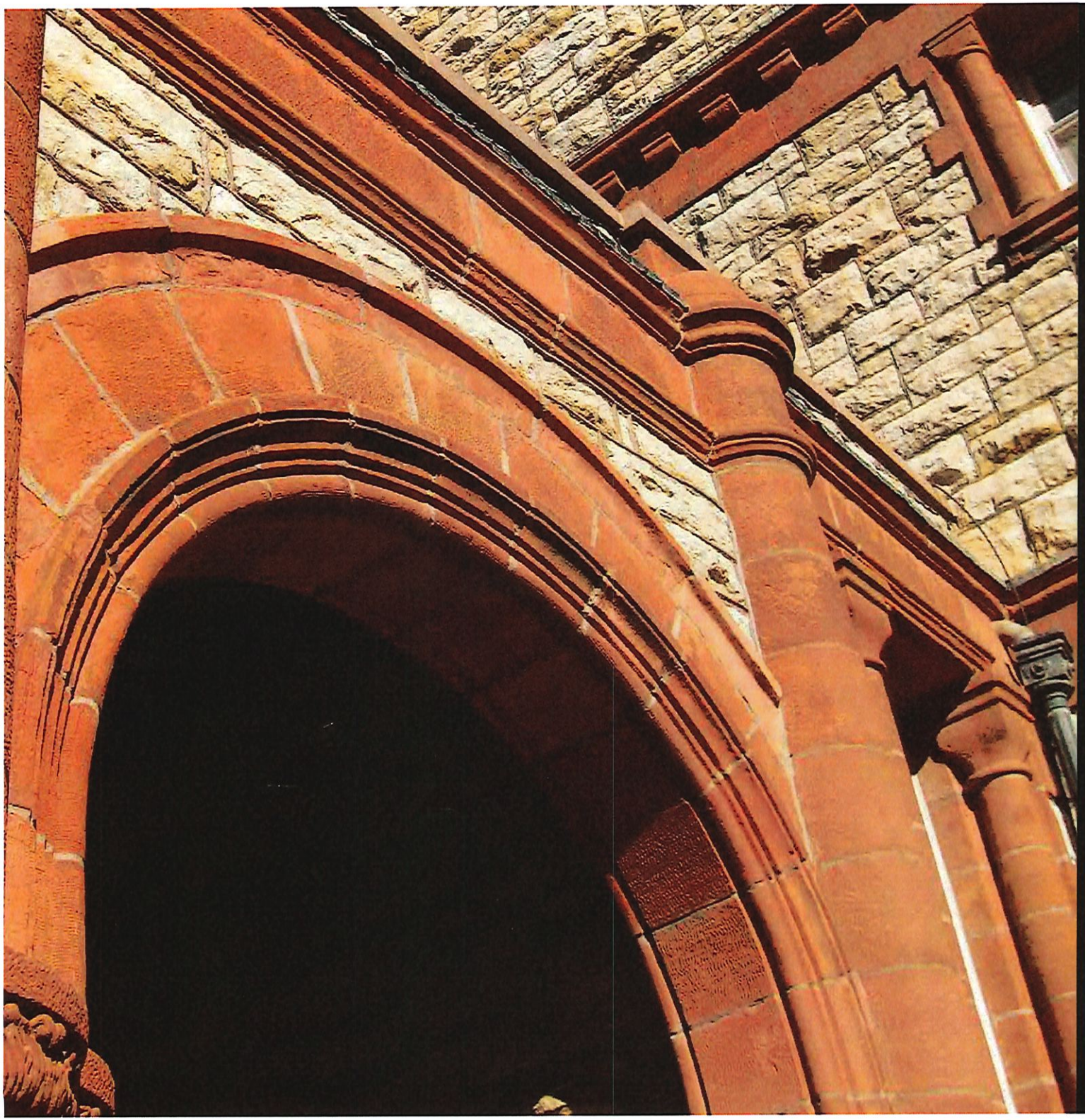
**Rehabilitation** is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

## Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings**

- **Introduction, Historical Overview, Preservation Standards & Guidelines, Rehabilitation Standards & Guidelines (pp.1-162, PDF) (https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1-preservation-rehabilitation.pdf)**



# THE SECRETARY OF THE INTERIOR'S **STANDARDS** FOR THE TREATMENT OF HISTORIC PROPERTIES

WITH

# **GUIDELINES** FOR PRESERVING, REHABILITATING, RESTORING & RECONSTRUCTING HISTORIC BUILDINGS

U.S. Department of the Interior
National Park Service
Technical Preservation Services

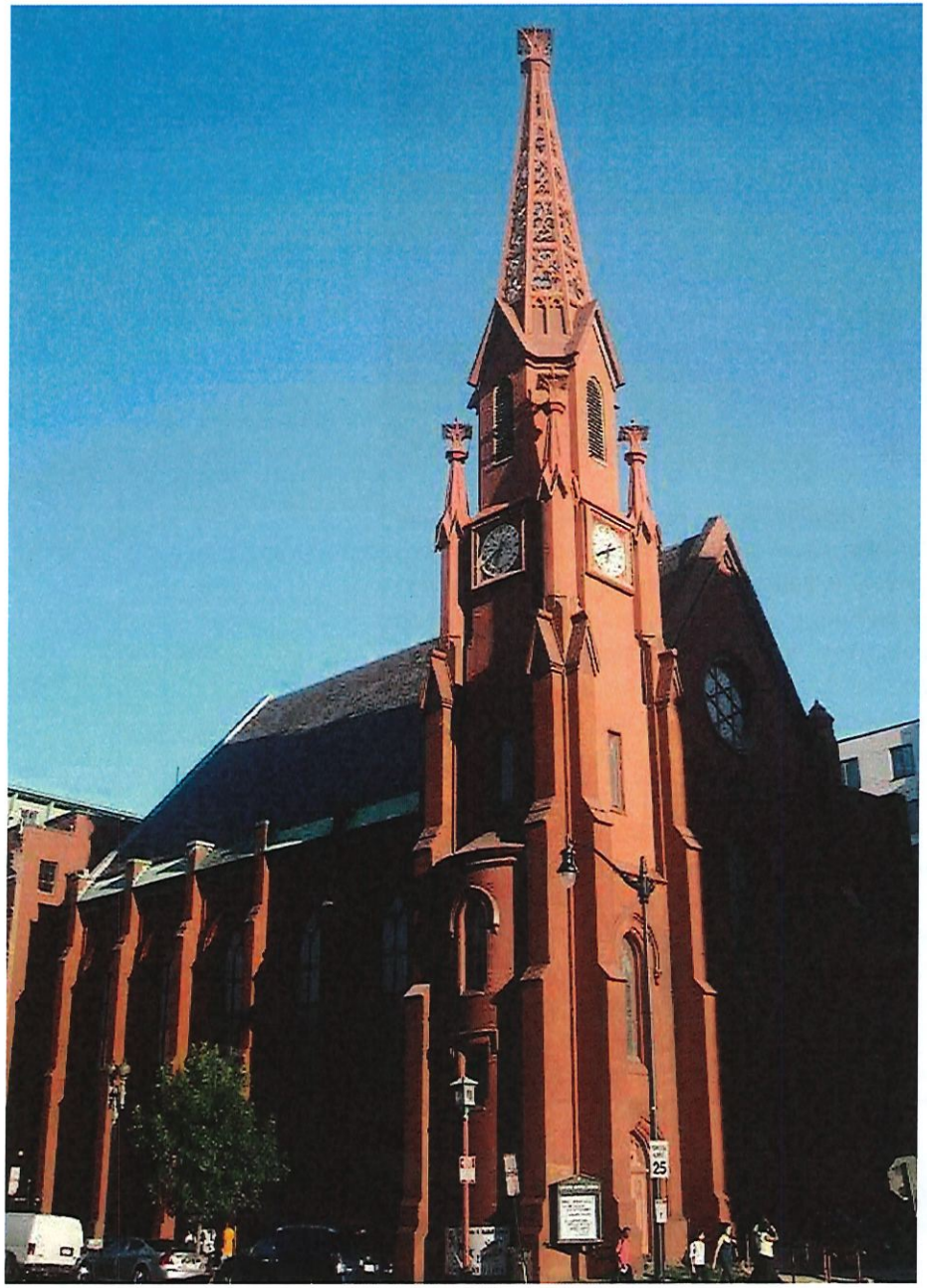
Under the National Historic Preservation Act (NHPA), the Secretary of the Interior is responsible for establishing professional standards and for providing guidance on the preservation of the nation's historic properties. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* apply to all grants-in-aid projects assisted through the Historic Preservation Fund (authorized by the NHPA) and are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts. The Standards address four treatments: preservation, rehabilitation, restoration, and reconstruction. The treatment Standards, developed in 1992, were codified as 36 CFR Part 68 in the July 12, 1995, Federal Register (Vol. 60, No. 133). They replaced the 1978 and 1983 versions of 36 CFR Part 68, entitled *The Secretary of the Interior's Standards for Historic Preservation Projects.* The revised Guidelines herein replace the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, published in 1995 to accompany the treatment Standards.

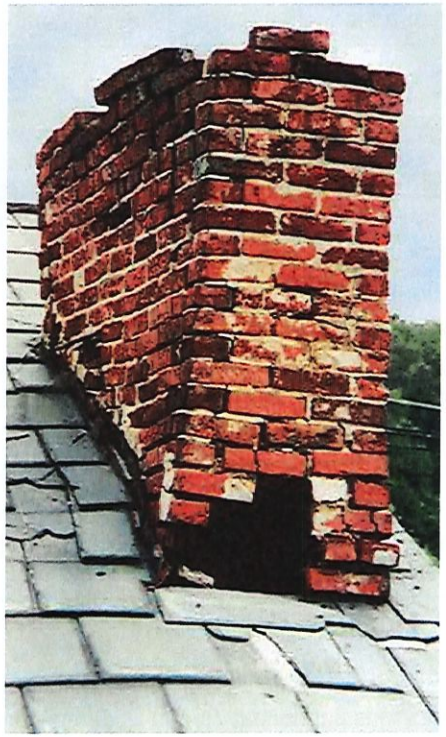
*The Secretary of the Interior's Standards for the Treatment of Historic Properties* are regulatory only for projects receiving Historic Preservation Fund grant assistance and other federally-assisted projects. Otherwise, these Guidelines are intended to provide general guidance for work on any historic building.

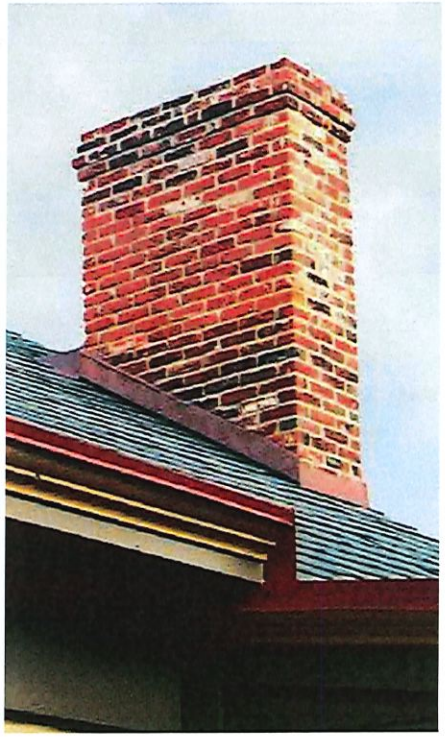
Another regulation, 36 CFR Part 67, focuses on "certified historic structures" as defined by the Internal Revenue Service Code of 1986. The Standards for Rehabilitation cited in 36 CFR Part 67 should always be used when property owners are seeking certification for federal tax benefits.

## ROOFS

| RECOMMENDED | NOT RECOMMENDED |
|---|---|
| ***Identifying, retaining, and preserving*** roofs from the restoration period and their functional and decorative features. The form of the roof (gable, hipped, gambrel, flat, or mansard) is significant, as are its decorative and functional features (such as cupolas, cresting, parapets, monitors, chimneys, weather vanes, dormers, ridge tiles, and snow guards), roofing materials (such as slate, wood, clay tile, metal, roll roofing, or asphalt shingles) and size, color, and patterning. | Altering roof and roofing materials from the restoration period.<br><br>Failing to document roof features from the restoration period, which may result in their loss.<br><br>Changing the type of paint or coating or the color of restoration-period roof features, unless the work can be substantiated by historical documentation.<br><br>Stripping the roof of sound historic roofing material (such as slate, clay tile, wood, or metal) from the restoration period. |
| ***Protecting and maintaining*** a roof from the restoration period by cleaning gutters and downspouts and replacing deteriorated flashing. Roof sheathing should also be checked for indications of moisture due to leaks or condensation. | Failing to clean and maintain gutters and downspouts so that water and debris collect and cause damage to roof fasteners, sheathing, and the underlying structure. |
| Providing adequate anchorage for roofing material from the restoration period to guard against wind damage and moisture penetration. | Allowing flashing, caps, and exposed roof fasteners to corrode, which accelerates deterioration. |
| Protecting a leaking roof with a temporary waterproof membrane with a synthetic underlayment, roll roofing, plywood, or a tarpaulin until it can be repaired. | Leaving a leaking roof unprotected so that accelerated deterioration of historic building materials from the restoration period (such as masonry, wood, plaster, paint, and structural members) results. |
| Repainting a roofing material from the restoration period that requires a protective coating and was painted historically (such as a terneplate metal roof or gutters) as part of regularly-scheduled maintenance. | Failing to repaint a roofing material from the restoration period that requires a protective coating and was painted historically as part of regularly-scheduled maintenance. |
| Protecting a restoration-period roof covering when working on other roof features from the restoration period. | Failing to protect restoration-period roof coverings when working on other roof features from the restoration period. |
| Evaluating the overall condition of the roofing materials from the restoration period to determine whether more than protection and maintenance, such as repairs to roof features, will be necessary. | Failing to undertake adequate measures to ensure the protection of roof features from the restoration period. |







[7 a-b] This crumbling chimney was restored to its historic appearance using matching bricks.

[8] The missing steeple of this historic church was replaced with a new steeple made of a substitute material that, from the street below, closely resembles the original steeple. *Photo: en.Wikipedia.*

# ROOFS

| RECOMMENDED | NOT RECOMMENDED |
|---|---|
| ***Repairing*** a roof from the restoration period by reinforcing the materials that comprise the roof using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing components of features when there are surviving prototypes (such as cupola louvers, cresting, dormer roofing, roof monitors, or slate or tile on a main roof) or when replacement can be based on physical or historic documentation. The new work should match the old in materials, design, scale, color, and finish. | Replacing an entire roof feature from the restoration period, such as a dormer, when repair of the roofing materials and limited replacement of deteriorated or missing components are feasible.<br><br>Failing to reuse intact slate or tile from the restoration period when only the roofing substrate or fasteners need replacement. |
| ***Replacing*** in kind an entire roof covering or feature from the restoration period that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such a feature could include a large section of roofing, a dormer, or a chimney. If using the same kind of material is not feasible, then a compatible substitute material may be appropriate. | Removing a roof feature from the restoration period that is unrepairable, such as a chimney or dormer, and not replacing it, or replacing it with a feature that does not match.<br><br>Using a substitute material for the replacement of a single element of a roof (such as a tile or slate) or an entire feature that does not convey the same appearance of the surviving components of the roof feature from the restoration period or that is physically or chemically incompatible. |
| *The following* **Restoration** *work is highlighted to indicate that it involves the removal or alteration of existing historic masonry features that would be retained in Preservation and Rehabilitation treatments; and the replacement of missing roof features from the restoration period using all new materials.* | |
| **Removing Existing Features from Other Historic Periods** | |
| Removing roofs or roof features from other historic periods, such as a dormer or asphalt roofing. | Failing to remove a roof feature from another period, thereby confusing the depiction of the building's appearance from the restoration period. |
| Documenting roof features dating from other periods prior to their alteration or removal. If possible, selected examples of these features or materials should be stored for future research. | Failing to document roofing materials and roof features from other historic periods that are removed from the building so that a valuable portion of the historic record is lost. |
| **Recreating Missing Features from the Restoration Period** | |
| Recreating a missing roofing material or roof feature that existed during the restoration period based on documentary and physical evidence; for example, duplicating a former dormer or cupola. | Constructing a roof feature that was part of the original design for the building but was never actually built, or a feature which was thought to have existed during the restoration period but cannot be documented. |

# Regular Work Session Agenda Statement

**Item # 03**

**Meeting Date: September 5, 2023**

**Agenda Item:** ESAC Presentation and Request to Change Name

**Summary:** Justin Proctor with the ESAC committee would like the Town Council to consider a name change to the advisory committee from Environmental Sustainability Advisory Committee (ESAC) to Advisory Committee for Environmental Sustainability (ACES). The name and the duties of the committee are in the Town Code section Chapter 156 - ENVIRONMENTAL SUSTAINABILITY. Mr. Proctor also plans to provide an update on completed, current and future projects that the committee is working on.

**Budget/Funding**: N/A

**Staff Recommendation:**

Staff recommends the change in name for the Committee and requests approval from the Town Council to conduct a public hearing on the name change at the Town Council meeting on Monday, September 25th.

## Tina Presley

**Sent:** Friday, August 25, 2023 10:23 AM
**To:** FW: ESAC to ACES

**From:** Justin Proctor <c.justin.proctor@gmail.com>
**Sent:** Sunday, July 30, 2023 8:06 PM
**To:** Joe Waltz <jwaltz@frontroyalva.com>; Jim Osborn <jim@rtectreecare.com>; Lauren Kopishke <lkopishke@frontroyalva.com>
**Subject:** ESAC to ACES

Hi Joe,

I hope the summer months have been treating you well.

Full steam ahead on all of our environmental projects. We recently completed a beautiful 250' split rail fence along the greenway adjacent to Rural King. It doubles as an anti-litter barrier. Keep an eye on the papers for our write-up on that soon. Lots of other projects in the works, including a big tree giveaway on Veterans Day, new trees going in around the Salvation Army and also around the CVS corner, and the list goes on.

We wanted to reach out and let you know that we have been interested in changing the name of our ESAC committee to create a more approachable, memorable, and meaningful acronym. After much debate, we have landed on the ***Front Royal ACES***. Same words, just rearranged:

Environmental Sustainability Advisory Committee

becomes...

Advisory Committee for Environmental Sustainability

ACES is a good fit because (1) aces are the winning hand, (2) and aces by definition are folks that excel at a certain activity. So in essence, "environment and sustainability" are the winning hand, and our committee excels at moving the needle with both here in Front Royal.

I believe that we need your blessings in order to formally consider this name change. Lauren Kopishke and Jim Osborn are cc'd here.

Looking forward to hearing your thoughts, and in the meantime, check out our new graphic (pending approval, of course) by Mike Shotton, attached.

Best,

--

C. Justin Proctor

Cell: 607-229-6255

President, Front Royal-Warren County Anti Litter Council

Member, Front Royal's Environmental Sustainability Advisory Committee

Coordinator, Virginia Grassland Bird Initiative, Smithsonian's Virginia Working Landscapes

--
C. Justin Proctor
Cell: 607-229-6255
President, Front Royal-Warren County Anti Litter Council
Member, Front Royal's Environmental Sustainability Advisory Committee
Coordinator, Virginia Grassland Bird Initiative, Smithsonian's Virginia Working Landscapes

**AN ORDINANCE TO AMEND TO CHAPTER 156 OF THE FRONT ROYAL TOWN CODE PERTAINING TO CHANGING THE NAME OF THE ENVIRONMENTAL SUSTAINABILITY ADVISORY COMMITTEE TO THE ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY**

## Chapter 156

## ENVIRONMENTAL SUSTAINABILITY

**Sections:**


**156-1 PURPOSE AND INTENT OF THIS CHAPTER**
**156-2 DEFINITIONS**
**156-3 ~~ENVIRONMENTAL SUSTAINABILITY ADVISORY COMMITTEE (ESAC)~~ ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY (ACES)**
**156-4 PLANTING, MAINTENANCE AND PROTECTION OF TREES ON PUBLIC PROPERTY**
**156-5 SCREENS AND BUFFERS**
**156-6 DEVELOPMENT TREE PLANTINGS**
**156-7 STREET TREES**
**156-8 PARKING LOT LANDSCAPING**
**156-9 ADMINISTRATION AND ENFORCEMENT**
**156-10 APPEALS**
**156-11 SEVERABILITY**


### 156-1 PURPOSE AND INTENT OF THIS CHAPTER

It is the intent and purpose of this Chapter to create Environmental Sustainability in the Town of Front Royal that focuses on the Town's ecosystem, by establishing recommended goals for environmental protection involving waste reduction, recycling, energy conservation, clean air and water, natural resources, as well as establishing a sustainable community to include public art. Further intent and purpose of this Chapter is to create an ~~Environmental Sustainability Advisory Committee (ESAC).~~ **ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY (ACES)**

### 156-2 DEFINITIONS

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

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

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

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

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

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

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

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

**Heritage Tree -** Any tree that because of its historical association (associated with a notable local or regional historical event, person, or landscape) is of special importance to the Town. Such a tree, on either public or private property, will be nominated and adopted by the Town for significant designation. The significant designation of a heritage tree is transferable through the property deed and will extend to any new owner.

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

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

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

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

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

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

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

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

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

**Tree Bank -** Funds for tree replacement paid into account managed by the Director for Public Works or designee for the purposes of future tree replacement or restoration in-lieu of tree planting.

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

**Tree Canopy Plan –** The ~~ESAC~~ ACES shall prepare a Tree Canopy Plan in coordination with the Director of Planning or designee of the Town which designates preferred sites as priority areas for tree plantings when off-site tree replacement planting is utilized.

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**TREE CANOPY CALCULATION WORKSHEET**

| Tree Canopy Calculation Worksheet Town of Front Royal | | | | | |
|---|---|---|---|---|---|
| Please fill in only the green shaded cells below | | | | | |
| **A. Site Size** | | | | | |
| A1 | Total Site Area in square feet | | | Ft² | |
| | Choose the % canopy cover required based on the requirements of Section 156-6.A. of the Town Code. | | | | |
| A2 | **10%** | **15%** | **20%** | % | |
| A3 | Multiply line A2 % times A1 | | | Ft² | |
| | To calculate Required Canopy Cover for Site in Sq Feet | | | | 0 |
| **B. Tree Preservation (provides 1.5 credit)** | | | | | |
| B1 | Existing Tree Canopy Cover (*Insert Square feet here calculated from Town Planning Dept or calculate sum of driplines)* | | | Ft² | |
| B2 | Tree Canopy to be preserved of the overall site (*Insert Sq Feet here calculated by Town Planning Dept or sum of driplines of preserved trees)* | | | Ft² | |
| B3 | Canopy Preservation Credit (Multiply B2 x 1.5) | | | Ft² | 0 |
| B4 | Canopy Remaining to meet Requirements (Subtract A3 - B3) | | | Ft² | 0 |
| B5 | If a negative number appears in B4; canopy requirements have been met. Otherwise, please go to Section C or D | | | Have been met. | |
| | | | | Have NOT been met. | |
| **C. New Tree Plantings** | | | | | |
| C1 | Canopy (sq ft) remaining to meet requirements ( B4) | | | Ft² | 0 |
| | Refer to Front Royal Tree Cover Guide for species list and 10 year projected canopy to fulfill necessary coverage on line C1 | | | | |
| C2 | Projected canopy coverage (sq ft) from plantings (*Insert Sq Feet)* | | | Ft² | |
| C3 | Canopy remaining to meet requirements ( C1 - C2) | | | Ft² | 0 |
| C4 | If C3 is a negative number, canopy requirements have been met. Otherwise, please go to Section D | | | Have been met. | |
| | | | | Have NOT been met. | |
| **D. Exception** | | | | | |
| | Has A3 been met? (Preferably through preservation &/or new plantings.) If not calculate amount owed below: | | | | |
| D1 | Square feet requirements still remaining to meet A3 | | | Ft² | 0 |
| D2 | Amount for Tree Fund (D1 x $3.00) | | | $ | $ - |

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## 156-3 ~~ENVIRONMENTAL SUSTAINABILITY ADVISORY COMMITTEE (ESAC)~~

## ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY (ACES)

The vision of the ~~ESAC~~ **ACES** shall include recommendations on:

- Preservation, enhancement, management and protection of Front Royal's environment and natural resources.
- Education, outreach, communications, and public awareness on the care of the Town's environmental assets.
- Proposed amendments and variations to environmental and natural resources-related policies, regulations, ordinances, and plans.
- Updates to the Town's Comprehensive Land-use Plan regarding sustainability and urban forestry planning.
- Continue a sustainable community to include public art
- Maintaining recognition as a Tree City USA Town.
- Coordinating with community organizations and volunteer groups to work on environmental projects.
- Planning the annual Arbor Day ceremony.
- Supporting and coordinating with farmers markets and small retailers that specialize in farm to table and healthy food choices.

The ~~ESAC~~ **ACES** shall further promote the following:

1. The preservation and planting of trees in the development process to create a specified tree canopy cover pursuant to the authority granted in Section 15.2-961 of the Code of Virginia, 1950, as amended and set forth herein.

2. The planting, maintenance, and preservation of desirable trees to increase the tree canopy cover in the Town of Front Royal. A goal of this Chapter is to increase tree canopy cover from 41% (2008) to 46% by 2030.

3. The protection of residents living in the community and visitors from personal injury and property damage, and the protection of the Town from property damage, caused or threatened by the improper planting, maintenance, or removal of trees located on public property and private property proposed for land disturbance after adoption of this ordinance.

4. The reduction of erosion, sedimentation, stormwater run-off, and associated costs.

5. The protection and enhancement of property values, unique or significant landscapes, and aesthetic qualities in the Town for the enhancement of the overall environment and the quality of life.
6. The economic benefits of reduced energy use and wind resistance, which results from strategically planted trees shading homes, schools and businesses.

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7. The environmental and social benefits related to the ability of trees and other vegetation to mitigate sound and light pollution and reduce sunlight and heat loss.

8. Assistance in improving air quality through the use of trees which filter the air by removing dust and other particulates. Trees also absorb carbon dioxide from the air and other air pollutants, such as ozone, carbon monoxide, and sulfur dioxide, and provide oxygen.

9. Filtering of water, reducing nutrients, stabilizing, and recharging the groundwater, slowing velocity of overland sheet flow, and up taking floodwaters through root systems.

10. The improvement of traffic safety by controlling sightlines and calming traffic.

11. The provision of areas for wildlife habitat.

A. An ~~Environmental Sustainability Advisory Committee (ESAC)~~ Advisory Committee for Environmental Sustainability (ACES) shall be established to

Perform the following duties:

1. Develop and monitor a Tree Canopy Cover Plan.

2. Provide advisory recommendations on matters related to the preservation, enhancement, management and protection of the Town's environment and natural resources through education, outreach, and communications.

3. Provide advisory recommendations regarding proposed amendments and variations to environmental and natural resources-related policies, regulations, ordinances, and plans.

4. Provide advisory recommendations pertaining to the Town's Comprehensive Land-Use Plan for the elements regarding an Environmental Sustainability Plan.

5. Support the efforts of other groups interested in environmental sustainability in Front Royal, including but not limited to Master Gardeners, Beautification of Front Royal Committee, and the Front Royal / Warren County Tree Stewards.

6. Provide expert advice as needed, to the Town Manager or designee, Town Council, Town Staff and other Boards or Commissions of the Town.

7. Provide guidance regarding appropriate tree species for specific landscaping projects, including education regarding non-native invasive vegetation.

8. Upon request, review plantings, maintenance, and removal of trees and other vegetation on Town-owned public property, landscaping easements and rights-of-way.

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9. Upon request, review and make recommendations to the Director of Planning regarding landscape plans related to subdivisions and/or developments. Except where authorized by the applicant, any subdivision or development application may not be delayed or denied solely because of a delay or lack or review by ~~ESAC~~ ACES.

~~B.~~ Establishment of the ~~Environmental Sustainability Advisory Committee (ESAC)~~ Advisory Committee for Environmental Sustainability (ACES)

1. Composition & Appointment.

   Town Council shall appoint five (5) volunteer committee members to ~~ESAC~~ ACES who are committed to environmental protection programs and working to strengthen the sustainability of the Town's ecosystem. Committee members shall include one (1) Town employee who shall be the chairman, one (1) high school senior, and three (3) at-large residents. The three (3) at-large residents shall be appointed by Town Council. Each member shall be a resident of the Town of Front Royal or Warren County when appointed or selected. Residents of Warren County must own a business within the corporate limits of the Town of Front Royal. When a member ceases to be a resident of the Town, or if a resident of Warren County ceases to be owner of a business within the corporate limits of the Town or ceases to be a resident of Warren County, that member shall become immediately vacant, and a new member shall be appointed or selected for the remainder of the term. The ~~ESAC~~ ACES shall be made up of no fewer than five (5) members.

2. Qualifications.

   The ~~ESAC~~ ACES shall be made up of citizens with skills and an expressed interest in at least one of the following areas:

   a. Urban Forestry
   b. Landscaping
   c. Arboriculture
   d. Engineering or related field
   e. Study of Interest
   f. Water Resources
   g. Natural Resources
   h. Solid Waste
   i. Sustainability
   j. Energy Conservation
   k. Artist

3. Terms of Office.

   a. The three (3) members of the ~~ESAC~~ ACES shall be appointed initially for the following terms: one member for two (2) years, one member for three (3) years and one member for four (4) years. Subsequent appointments shall be for terms

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of four (4) years, except appointments to fill vacancies, which shall be for the unexpired terms. The Town employee member and high school senior shall be selected by the Town Manager or designee and serve terms as deemed by the Town Manager or designee.

b. Members may be re-appointed to serve consecutive terms as determined appropriate by the Town Council.

4. Agenda, Minutes and Rules.

a. The Committee shall adopt such rules and regulations as it may consider necessary.

b. The Committee shall prepare meeting agendas in advance of meetings and make available to the public prior to the start of the meeting. The Committee shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. It shall keep records of its examinations and other such official actions, all of which shall be immediately filed in the office of the Committee and shall be a public record.

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

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

e. The Commission shall hold one regular meeting every third month or as needed.

C. Authority for the ~~ESAC~~ ACES to Receive Donations and Apply for Grants.

1. All persons interested in an Environmental Sustainability Community in the Town are invited to make gifts, devises, and bequests to the Town to be used for that purpose. All donations of money shall be made through the Department of Finance, and it is hereby authorized and directed to receive such donations. All such monies shall be used only for the purpose of creating an Environmentally Sustainable Community in the Town. Expenditures from of these donations shall be made by the Town Manager or designee as authorized, from time to time, by the Town Council.

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

D. Sharing of Information and Services.

Upon request of the ~~ESAC~~ ACES with approval by the Town Manager or designee, the departments, boards, commissions, offices, and agencies of the Town government shall furnish to the Committee such available information and render such service as may be needed in the performance of their duties.

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E. Designation of Heritage, Memorial or Specimen Trees.

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

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

A. Planting.

1. Any tree planted on public property shall be of an approved species as outlined in "The Preferred Species List" adopted by the ~~ESAC~~ ACES as found within the "Landscape Preservation and Planting Guide."

2. Any tree not on the preferred species list shall not be planted on public property without the Town's Arborist or Director of Public Works or their designee approval.

3. Any tree shall be properly planted according to the standards and guidelines, as stipulated in the most current version of the "American Standard for Nursery Stock."

B. Maintenance.

1. All outside contractors hired for pruning and/or maintenance of Town-owned trees shall meet the following minimum requirements:

   a. Have current Town Business License.

   b. Provide proof of liability and Workmen's Compensation Insurance.

   c. Have employed at least one certified arborist to generally oversee all work.

2. All Town-owned trees shall be maintained in accordance with the most recent version of the "American National Standards Institute's ANSI A300 (Part 1): Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)" and the "American National Standards Institute's ANSI Z-133.1: Safety Requirements." No

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town-owned tree shall be "topped" nor shall any climbing spurs be used when working on live trees.

3. All tree pruning around utility lines shall be performed in accordance with the guidelines in "American National Standards Institute's ANSI A300 (Part 1): Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), "Best Management Practices Utility Pruning of Trees."

4. No private citizen shall cut, prune, or elevate any Town-owned tree in conflict with guidelines adopted by the ~~ESAC~~ ACES, without prior approval by the Town Manager or designee after review and recommendation by the ~~ESAC~~ ACES.

5. The Town of Front Royal should maintain elevation of Town-owned trees to a height of thirteen (13) feet over roadways and a height of eight (8) feet over public sidewalks where possible.

6. The Town is not required to cut and/or remove weeds, brush, plants, grass, or other vegetation growing in the public alleys, unimproved streets, and other unimproved rights-of-way except as provided in Section 170-2 of the Town Code. Any adjacent property owner, tenant, or citizen, at their own expense, may cut and/or remove any weeds, brush, plants, grass, or other vegetation, except trees in excess of three (3) inches (3") caliber measured twelve (12") from the ground, growing in the public alleys, unimproved streets and other unimproved rights-of-way and in the unimproved portion of the public right-of-way lying between any public property and private property lines.

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

C. Protection.

1. Excavation or construction of any building or structure shall be kept outside of the protective root zone of a tree proposed to be saved on a site plan. Such tree shall be guarded with a highly visible protective fence with signage placed at least three (3) feet from the trunk of the tree, or the dripline, whichever is greater. Signage shall include language to the effect that all equipment, building material, dirt or other debris shall be kept outside the protected area.

2. To the maximum extent possible, all Town Departments will coordinate with the ~~ESAC~~ ACES during the planning phase of public improvements that might require

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the removal of or cause injury to any street tree, or its root system, or interfere with the fulfillment of any adopted street tree plan.

3. When a tree is removed on an emergency basis, the Town's Arborist or Director of Public Works or designee will be notified so proper tree replacements can be made, where appropriate. After consideration of the tree species, tree size and location, Town's response should include recommendations as to whether removed trees are to be replaced, and if so, the type of replacement to be planted.

4. When advance coordination with the ~~ESAC~~ ACES is not practicable due to unforeseen circumstances, the Town Departments should request the ~~ESAC~~ ACES's recommendations on an expedited basis. In such instances, the ~~ESAC~~ ACES will make every effort to respond within forty-eight (48) hours and will forward its recommendations to the Director of Public Works or designee.

5. Recommendation to the Town Manger or designee is need from ~~ESAC~~ ACES to remove a tree ~~ESAC~~ ACES establishes that the tree is a heritage specimen, or other tree of significant historic status.

6. Any existing plant material less than six (6) inches in diameter (dbh) or determined by the Town's Arborist or designee shall be exempt under the preservation requirements in this ordinance.

7. Except for normal household refuse collection activities, no person shall deposit, place, store or maintain, upon any public place of the Town, any stone, brick, sand, concrete or other materials that may impede the free passage of water, air and fertilizer to the roots within the dripline of any tree growing thereon, except by written approval by the Town Manager or designee after review and recommendation by the ~~ESAC~~ ACES.

8. Whenever any tree is planted or set out in conflict with the provisions of this chapter, the ~~ESAC~~ ACES may pursue removal of said tree and initiate effective remedies.

9. Unless specifically authorized by the Town Manager or designee, after review and recommendation by the ~~ESAC~~ ACES it shall be unlawful for any person to intentionally damage, cut, carve, transplant or remove any tree on public property, nor attach any rope, wire, nails, advertising posters or other contrivance to any public tree, nor allow any gaseous liquid or solid substance which is harmful to such trees to come in contact with them, nor set fire or permit any fire to burn when such fire or the heat thereof will injure any portion of any public tree. Any person found to violate the provisions of this section shall be responsible for the cost of repair, or removal and replacement, of any public tree so damaged. The owner of any vehicle that accidentally damages any tree on public property shall be responsible for the cost of repair, or removal, and replacement, of any public tree damaged.

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## 156-5 SCREENS AND BUFFERS

A. Vegetative Buffers.

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

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

2. Any required vegetative buffer shall be designed, planted, and maintained in accordance with a landscaping plan approved by the Director of Planning or designee, upon review and recommendation by the ~~ESAC~~ ACES The landscaping plan shall satisfy the following standards:

   a. The vegetative buffer may be comprised of existing vegetation, provided that the majority of such existing vegetation consists of trees that are listed in the Town's Construction Standards & Specifications Manual and have at least two-inch (2") caliper. When complete, the vegetation and plantings shall provide a year-round screen visually opaque at five (5) feet above finished grade when viewed from fifteen (15) feet away, which satisfies the standards set out in this section.

   b. The vegetative buffer may consist of a mixture of deciduous and evergreen trees or a planting of evergreen trees.

   c. The vegetative buffer shall be subject to on-site inspection by the Department of Planning which, if necessary, may prescribe that additional planting be made in order to satisfy the standards set out herein.

   d. The width of the vegetative buffer may be reduced by administrative waiver in an amount determined by the Director of Planning or designee, if a wall or fence is provided to supplement the planting to an equivalent degree, and/or if the size of the lot prevents a full-width buffer. In no case shall the requirement for vegetative material be totally waived.

3. All required vegetative buffers shall be located on a permanent landscaping easement and established so that perpetual maintenance is ensured. Where possible, the permanent landscaping easement should be located within open space and maintained by the homeowner's association. If the landscaping easement is established on private property, the easement shall ensure that the property owner is provided disclosure of their responsibilities for future maintenance, including the replacement of dead trees. Upon review and recommendation by the ~~ESAC~~ ACES, the Director of Planning or designee may waive the requirement of perpetual

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maintenance when it is determined that such maintenance will create an unreasonable hardship on the property owner(s).

## 156-6 DEVELOPMENT TREE PLANTINGS

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

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

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

B. The minimum tree canopy cover may be achieved by new tree plantings or preservation of existing trees. Existing trees that are to be preserved may be approved to meet all or part of the tree cover requirements of this section according to subsection C below. New tree plantings may include the trees provided as part of required interior or perimeter parking lot landscaping, landscaped open space, vegetative screens and buffers, street trees or other trees that are planted on the site.

C. The tree cover calculations for planted trees shall be based on the projected twenty-year tree cover area for each tree as shown in the adopted "Landscape Preservation and Planting Guide for the Town of Front Royal", or other generally accepted tree resource guide accepted by the ~~ESAC~~ ACES Calculation of credit for preservation of existing trees shall be as determined by the ~~ESAC~~ ACES based on the ~~ESAC~~ ACES's "Tree Canopy Calculation Worksheet", and consideration of the following addition additional information.

1. Location of existing trees on a subdivision plan or plat.
2. Tree species.
3. Identification of all observable diseases, wounds, decay, cavities, or organisms that may threaten the health of the tree.
4. Tree truck diameter.
5. Approximate tree height.
6. Identification of any trees that have been designated as a heritage, memorial, or specimen tree.
7. Any other noteworthy conditions.

D. All major subdivision plans, or site plans for uses on property one (1) acre or greater, shall include the existing canopy cover.

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E. Tree cover requirements may be waived or modified by the Director to permit the reasonable development of farmland or other areas devoid of woody materials.

F. The following areas shall be exempt from the requirements of the Landscape Preservation and Planting Guide for the Town of Front Royal, as follows:

1. Dedicated school sites.
2. Playing fields and other non-wooded recreation areas.
3. Floodplains and wetlands.
4. Other areas where, in the opinion of the Director, the strict application of the requirements would result in unnecessary or unreasonable hardship to the developer.

G. Tree cover and planting requirements shall be completed by the developer or subdivider prior to the issuance of any occupancy permit or business licenses. Exceptions may be made when weather conditions or other justifiable circumstances exist or occur that impede tree planting. In such cases, the subdivider or developer shall provide a performance bond with surety satisfactory to the Town for the installation of required planting in accordance with a completion schedule.

H. For one (1) year from the date of acceptance, the subdivider or developer shall be required to replace any trees that do not survive, or that, in the opinion of the Town, are undesirable due to disease, malformation, infestation, damage, or are otherwise not expected to thrive under the existing conditions. The subdivider or developer shall execute a landscape maintenance agreement with the Town to ensure performance under this section.

I. Tree Bank. When neither tree preservation nor on-site tree planting is feasible, a developer may submit a written request to the Director of Planning or designee to make payment in-lieu of all, or a portion of, the required landscaping. The written request shall include the rationale for not being able to meet the tree preservation or tree planting requirements. The ~~ESAC~~ ACES shall advise the Director of Planning or designee of the in-lieu fee amount, which shall be based on the estimated cost of the landscaping that is required by code. If approved, the payment shall be placed within an escrow account, generally referred to as a "tree bank", that may be used by the Town to advance urban forestry goals, such as, but not limited to, increasing the Town's tree canopy coverage.

## 156-7 STREET TREES

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

1. Street trees shall be planted in accordance with a submitted landscape plan approved by the Town. Existing trees, undisturbed by the construction process, may be incorporated and credited as part of the landscape plan.

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2. The minimum quantity of required street trees shall be based on the amount of street frontage and estimated size of the proposed tree's canopy at maturity. The standards of the following table shall be used to calculate the minimum quantity of street trees.

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

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

3. Street trees may either be spaced evenly, massed, or a combination of the two styles along the street.

4. The number of massed trees shall not be less than the number calculated for the street under the even spacing guidelines.

5. Street trees may be placed within the street right-of-way when the street is a collector or arterial street. Street trees along local streets shall be planted on individual lots.

6. All street trees that are required along local streets shall be provided a landscaping easement that ensures perpetual maintenance and protection. The easement shall also ensure that the property owner is provided disclosure of their responsibilities for future maintenance and protection of the street trees, including the replacement of dead trees. Upon review and recommendation by the ~~ESAC~~ ACES, the Planning Director or designee may approve, or approve conditionally, a waiver to the requirements of this section when it is determined that such maintenance creates an unreasonable hardship.

B. Tree plantings shall not interfere with utilities, roadways, sidewalks, sight distance or streetlights. Tree location, species and spacing shall be approved by the Town as part of the landscape plan.

C. All street trees shall have a minimum caliper of two (2) inches in diameter and shall be nursery grown in order to better ensure survival and help meet the Town's requirements for canopy height at twenty (20) years. All tree plantings shall be in accordance with the adopted Landscape Preservation and Planting Guide for the Town of Front Royal.

D. The subdivider or developer shall be required to replace, within one (1) year from the date of street acceptance, any trees that do not survive or that, in the opinion of the Town, are diseased, malformed, or otherwise undesirable. The subdivider or developer shall execute a landscape maintenance agreement with the Town of Front Royal to ensure performance under this section.

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## 156-8 PARKING LOT LANDSCAPING

A. Interior parking lot landscaping.

1. Parking areas shall be suitably landscaped to minimize noise, glare, and heat. Large parking areas shall be broken down into sections appropriate for the type and size of the development. Sections shall be separated by landscaped dividing strips, berms, or similar features. The landscaped areas shall be reasonably dispersed throughout parking areas.

2. Parking lots of fifteen (15) or more spaces shall have a total interior landscaped area of not less than five percent (5%) of the total area of the parking lot. Parking lot landscaped areas shall be more than five (5) feet from any principal structure.

3. The primary landscaping materials to be used in parking lots shall be shade trees. Other types of trees, including, but not limited to, those commonly referred to as shrubs, may be used to complement the tree landscaping, but shall not constitute the only landscaping.

4. The requirements for interior parking lot landscaping shall not apply to any lots used solely for the storage of vehicles or the display of vehicles for sale. Such lots shall comply, however, to the requirements for peripheral parking lot landscaping.

B. Peripheral parking lot landscaping.

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

1. A landscaped buffer strip at least five (5) feet in width shall be located between the parking lot and each abutting property line, except where parking or access is designed to be shared by the abutting property. A total of one (1) tree for each fifty (50) feet of landscaped buffer shall be planted. Trees may be massed or spaced evenly.

2. In the event that the parking lot adjoins a public street with no intervening structures, a landscaped buffer strip of at least ten (10) feet in width, which shall not include a sidewalk or other paved surface, shall be located between the parking lot and the street right-of-way. A total of one (1) tree for each forty (40) feet of landscaped buffer shall be planted. Trees may be massed or spaced evenly.

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

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

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

## 156-9 ADMINISTRATION AND ENFORCEMENT

1. Administration and Enforcement. The requirements of this chapter shall be administered and enforced by the Town Manager or designee in regard to public property. The requirements of this chapter shall be administered and enforced by the Director of Planning or designee in regard to private property, and new subdivisions and/or developments, provided that, the approval authority for landscaping plans shall be as specified under Chapter 148 of the Town Code.

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

## 156-10 APPEALS

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

## 156-11 SEVARABILITY

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

This ordinance shall become effective upon passage.

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APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

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This Ordinance was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2023 upon the following recorded vote:

| | | | |
|---|---|---|---|
| Melissa DeDomenico-Payne | __Yes __No | H. Bruce Rappaport | __Yes __No |
| Joshua L. Ingram | __Yes __No | Duane R. "Skip" Rogers | __Yes __No |
| Amber F. Morris | __Yes __No | R. Wayne Sealock | __Yes __No |

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

**********

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

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Advisory Committee for Environmental Sustainability
ACES
FRONT ROYAL
VIRGINIA

# Work Session Agenda Statement

**Item # 04**

## Meeting Date: September 5, 2023

**Agenda Item:** Zoning Text Amendment-175-110.5 Urban Agriculture

**Summary:**
An amendment to 175-110.5 of Town Code to increase the permitted number of chickens from 6 to 10 based on square footage of coop and run space.

**Budget/Funding**: N/A

**Staff Recommendation:** Staff recommends adoption of the text amendment during a public hearing on September 25th.

**AN ORDINANCE AMENDMENT TO FRONT ROYAL TOWN CODE §175-110.5 TO ALLOW UP TO TEN (10) CHICKENS IN TOWN LIITS BASED ON SQUARE FOOTAGE OF COOP AND RUN SPACE**

**175-3 DEFINITIONS**

**AGRICULTURE, URBAN** (Urban Agriculture) – An umbrella term that describes a range of food growing practices conducted as an accessory use in residential districts that may include the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, and both livestock and fowl keeping, subject to compliance with the regulations of Section 175-110.5.

**175-110.5 PERFORMANCE STANDARDS FOR URBAN AGRICULTURE**

Urban Agriculture, as defined under Section 175-3 of this Chapter, shall comply with the following performance standards.

A. A zoning permit shall be required for the keeping of animals kept in association with urban agriculture. ~~when located on a lot less than 1 acre~~. Such a zoning permit application shall include a management plan that adequately addresses waste disposal, site suitability, setbacks, animal density, biosecurity and health measures, odor control, noise control, appearance, and maintenance. The management plan shall be reviewed by the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. Conditions of approval or recommendations may be required as part of the zoning permit based on the management plan or other recommendations of the Virginia Cooperative Extension Office, or other qualified expert, nonprofit organization or government entity. The zoning permit shall only be valid for one (1) year; except that, the Zoning Administrator may successively renew the permit in additional one (1) year increments upon expiration without reapplication; provide that, the use remains in compliance with the management plan and otherwise remains lawful.

B. Single family, duplex or two-family dwellings located in residential districts shall be permitted to keep up to ten (10) female chickens (non-crowing hens only), six (6) bee hives, and/or six (6) rabbits.

C. Other types of residential uses, such as townhouses, condominiums, multi-family (apartments), are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.

D. Commercial and industrial uses, excluding schools, are prohibited from keeping livestock, fowl or bees, except when authorized with a Special Use Permit or Proffer.

E. Roosters, livestock (excluding rabbits), and fowl (excluding hens) are prohibited on lots less than one (1) acre in land area.

F. Pigs are restricted, regardless of lot size, unless a Special Use Permit or Proffer is submitted and approved.

G. Chickens, bees, and rabbits are restricted from the front yard and corner side yard on corner lots.

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H. Chickens and rabbits shall be in compliance with the following:

1. Such animals must be confined in a chicken coop, or rabbit hutch not less than 18 inches in height. The chickens must be kept within the coop and or run and the rabbits in the hutch at all times. No poultry shall be permitted to run at large.

2. The coop must be used for chickens only and the hutch for rabbits only, and both must be well ventilated.

3. The coop or hutch shall have a minimum of four (4) square feet of floor area for each chicken or rabbit.

4. Run space for a coop shall have a minimum of eight (8) square feet for each chicken.

5. The run must be well drained so there is no accumulation of moisture.

6. The coop or hutch shall be kept clean, sanitary, and free from accumulation of animal excrement and objectionable odors. The floor and walls of the coop must be kept in a clean, sanitary and healthful condition, with all dropping and organic waste material removed and disposed of in a proper manner.

7. All feed or other material intended for consumption by chickens or rabbits shall be kept in containers impenetrable by rats or other rodents, and such containers shall be equipped with tightly fitting caps or lids. The presence of rats in an area used for the keeping of **fowl** shall be prima facie evidence that such area is maintained in violation of this section.

I. Chickens coops shall be setback at least ten (10) feet from side and rear property lines. Additional setbacks may be required by the Zoning Administrator if recommended as part of the submitted management plan or review agency recommendation.

J. Any permit issued for Urban Agriculture may be revoked by the Zoning Administrator if such use significantly deviates from the approved zoning permit and/or management plan; or if such use creates a violation of the Town Code, including, but not limited to, an unpermitted expansion, noise violation, unpermitted development activity, or nuisance.

K. The sale of goods or services related to Urban Agriculture is not authorized. ~~except where such sale or services is allowed as a principal use of the property~~. This restriction shall not include the incidental selling or trading with neighbors, family or friends; nor shall it exclude selling produce off-site at farm markets or other venues.

L. The above requirements are considered in addition to all other requirements of the Town Code that may apply.

M. Urban agriculture is not permitted as a principal use of a property; except that, this restriction shall not apply to outdoor gardens.

N. Bee hives must be setback at least ten (10) feet from side and rear property lines, and shall be enclosed on all sides by a fence at least 4 feet in height. A sign between two (2) and four (4) square

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feet shall be clearly located on the fence to communicate that bees are being kept within the enclosure.

O. Harvesting of honey shall take place within an enclosed building.

This ordinance shall be effective upon passage.

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

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This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2023 upon the following recorded vote:

| | | | |
|---|---|---|---|
| Melissa DeDomenico-Payne | __Yes __No | H. Bruce Rappaport | __Yes __No |
| Joshua L. Ingram | __Yes __No | Duane R. "Skip" Rogers | __Yes __No |
| Amber F. Morris | __Yes __No | R. Wayne Sealock | __Yes __No |

**********

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

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**Town of Front Royal**
**Planning Commission Review**

August 16, 2023

This is to certify that **Ordinance Amendment # 2300462 – Town Code §175-110.5,** has been:

✓ Recommended for Approval

_____ Recommended for Denial

_____ Postponed

by the Planning Commission for the following request:

**2300462 – Ordinance Amendment** a text amendment to Town Code §175-110.5 Performance Standards for Urban Agriculture that would allow up to 10 chickens in Town limits based on square footage of coop and run space.

CERTIFIED by the Planning Commission

Chairman Merchant

CONDITIONED UPON THE FOLLOWING (if applicable):

w/ 6 changes disussed at the Pc meeting

*Moved* Wood *Seconded* Wells

*Wells* Y *Marshner* Abstain *Merchant* Y *Wood* Y *Williams* Y

# Regular Work Session Agenda Statement

**Item # 05A**

**Meeting Date: September 5, 2023**

**Agenda Item:** Revisions to Liaison Committee Meeting Policy

**Summary:** At the August 7th work session, Town Council discussed changes in the Liaison Committee Meeting Policies proposed revisions to include a small change under Manager and Administrator Reports where, the word "written" was proposed instead of "oral" and reports to be given one month before the regularly scheduled Liaison Meeting (December, March, June, September).

During the discussion, the Town Council expressed interest in keeping the oral report along with the addition of a written report. We will need a recommendation to bring to the Liaison Committee meeting which is scheduled for October 19, 2023

**Budget/Funding**: N/A

**Staff Recommendation:**

The Town Manager recommends that we include both written and oral reports to respective Boards on a quarterly basis.

**FRONTROYAL – WARREN COUNTY**
Liaison Committee Mission Statement and Policies
~~March 2021~~

## PURPOSE OF THE LIAISON COMMITTEE

The purpose of the Front Royal-Warren County Liaison Committee is to offer a venue whereby the leadership of the Town of Front Royal and the County of Warren can discuss issues of mutual interest and inform each other of positions taken and decisions made by each public body that may affect both localities. The Committee is NOT designed to be an environment where decisions are made, but one where issues are discussed, and Board and Council members take them back to their respective bodies for further discussion and recommendation.

## MEMBERSHIP

The Liaison Committee shall include the Mayor of the Town of Front Royal, the Chairman of the Warren County Board of Supervisors, the Front Royal Town Manager, the Warren County Administrator, one **(1)** Front Royal Town Council member and one (1) Warren County Board of Supervisors member. The latter two (2) members shall rotate between its various members from meeting to meeting.

## MEETING SCHEDULE

Meetings shall be held on the third Thursday every quarter at 6:00 p.m. unless otherwise agreed upon by the Town and County. The meetings shall be rotated every quarter (January, April, July, October) ~~six months~~ between the Town and County. ~~Wherever the meetings are held, the host shall be responsible for the preparation of the agenda and provide a person who will take formal minutes of the meeting.~~ MOVED BELOW

## MEETING AGENDA

- Meetings of the Liaison Committee shall at all times be subject to the terms of the Virginia Freedom of Information Act.

- Wherever the meetings are held, the host (Town Manager or County Administrator) shall be responsible for the preparation of the agenda upon consultation with the Mayor and Board Chairman respectively, and provide a person who will take formal minutes of the meeting.

- ~~Meeting agendas shall be provided and distributed by the Town Manager and County Administrator upon consultation with the Mayor and Board Chairman respectively.~~ MOVED UP

- Any request to place an item on the agenda shall be made by ~~1:00 p.m. on Tuesday~~ close of business on Thursday the week prior to the Liaison meeting.

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- All requests to place an item on the agenda must be accompanied by a written summary of the request which can be placed in the agenda packet.

- ~~The agendas shall be distributed by the host on the Friday or Monday prior to the Liaison Committee meeting.~~ MOVED UP

- ~~In order for an item to be formally discussed on the Liaison agenda, it must be first agreed upon by the Town Council or Board of Supervisors.~~ The Liaison Committee may amend a meeting agenda by agreement at the meeting.

**MEETING POLICY and PROCEDURES**

- The Mayor of the Town shall be Chairman of the Committee when the meetings are hosted by the Town, and the Chairman of the Board of Supervisors shall be Chairman of the Committee when the meeting is hosted by the County.

- The Chairman shall make procedural or parliamentary decisions which may be overruled by a majority vote of the Committee.

- The Town and/or County may invite any of their staff personnel, including attorneys, to attend meetings that either feels would be helpful for the issues and items scheduled to be addressed.

- This mission statement and policies shall be adopted by a majority of the Board of Supervisors and the Town Council. They may be amended by a majority vote of the Town Council and Board of Supervisors.

**MANAGER and ADMINISTRATOR REPORTS**

Quarterly, ~~at a regular meeting of the Front Royal Town Council,~~ the Warren County Administrator shall submit a written report ~~give an oral report~~ of the County to the Council, and ~~regular meeting of the Warren County Board of Supervisors,~~ the Front Royal Town Manager shall submit a written report ~~give an oral report~~ of the Town to the Board, one month prior to the quarterly Liaison Committee Meeting (December, March, June, September). This will not be a question-and-answer period.

*Approved by the Warren County Board of Supervisors: September 7, 2010*
*Approved by the Front Royal Town Council: September 13, 2010*
*Approved by the Front Royal Town Council March 9, 2020*
*Approved by the Warren County Board of Supervisors March 17, 2020*

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# Regular Work Session Agenda Statement

**Item # 06A**

**Meeting Date: September 5, 2023**

**Agenda Item:** Procurement Policies and Procedures Manual

**Summary:** The Town's Procedures for Purchasing and Procurement Manual was last revised December 13, 2002. Staff requests Council to approve a resolution adopting a new and revised Procurement Policies and Procedures Manual pursuant to Code of Virginia 2.2-4343 subdivision 10:

*10. Any county, city or town whose governing body has adopted, by ordinance or resolution, alternative policies and procedures which are (i) based on competitive principles and (ii) generally applicable to procurement of goods and services by such governing body and its agencies, except as stipulated in subdivision 12.*

*This exemption shall be applicable only so long as such policies and procedures, or other policies and procedures meeting the requirements of § 2.2-4300, remain in effect in such county, city or town. Such policies and standards may provide for incentive contracting that offers a contractor whose bid is accepted the opportunity to share in any cost savings realized by the locality when project costs are reduced by such contractor, without affecting project quality, during construction of the project. The fee, if any, charged by the project engineer or architect for determining such cost savings shall be paid as a separate cost and shall not be calculated as part of any cost savings.*

The proposed Procurement Policies and Procedures includes updates and revisions that better define processes, incorporate changes in procurement based on the Virginia Public Procurement Act, and adheres to the Code of Virginia.

**Budget/Funding**: N/A

**Staff Recommendation: Staff recommends Council to discuss any questions or concerns and to approve a Resolution adopting a new and revised Procurement and Procedures Manual for the Town under the Consent Agenda at the September 25th Council Meeting.**

# RESOLUTION

## ADOPTION OF TOWN OF FRONT ROYAL

## PROCUREMENT POLICIES AND PROCEDURES MANUAL

---

**WHEREAS,** the Town of Front Royal's Procedures for Purchasing and Procurement Manual was last revised December 13, 2002; and,

**WHEREAS**, pursuant to Code of Virginia §2.2-4343 subdivision 10, Town Staff requests the approval and adoption of a new and revised Procurement Policies and Procedures Manual; and,

**NOW THEREFORE BE IT RESOLVED,** that the Mayor and the Town Council approve and adopt the Town of Front Royal Procurement Polices and Procedures Manual as presented.

APPROVED:

_____
Lori A. Cockrell, Mayor

Attest:

_____
Tina L. Presley, Clerk of Council

---

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2023 upon the following recorded vote:

| | | | |
|---|---|---|---|
| Melissa DeDomenico-Payne | __Yes __No | H. Bruce Rappaport | __Yes __No |
| Joshua L. Ingram | __Yes __No | Duane R. "Skip" Rogers | __Yes __No |
| Amber F. Morris | __Yes __No | R. Wayne Sealock | __Yes __No |

**********

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

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# RESOLUTION

## ADOPTION OF TOWN OF FRONT ROYAL

## PROCUREMENT POLICIES AND PROCEDURES MANUAL

---

**WHEREAS,** the Town of Front Royal's Procedures for Purchasing and Procurement Manual was last revised December 13, 2002; and,

**WHEREAS**, pursuant to Code of Virginia §2.2-4343 subdivision 10, Town Staff requests the approval and adoption of a new and revised Procurement Policies and Procedures Manual; and,

**NOW THEREFORE BE IT RESOLVED,** that the Mayor and the Town Council approve and adopt the Town of Front Royal Procurement Polices and Procedures Manual as presented.

APPROVED:

_____
Lori A. Cockrell, Mayor

Attest:

_____
Tina L. Presley, Clerk of Council

---

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2023 upon the following recorded vote:

| | | | |
|---|---|---|---|
| Melissa DeDomenico-Payne | __Yes __No | H. Bruce Rappaport | __Yes __No |
| Joshua L. Ingram | __Yes __No | Duane R. "Skip" Rogers | __Yes __No |
| Amber F. Morris | __Yes __No | R. Wayne Sealock | __Yes __No |

**********

Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

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# PROCUREMENT POLICIES AND PROCEDURES MANUAL

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**TOWN OF FRONT ROYAL,**
**VIRGINIA**
**102 East Main Street**
**Front Royal, Va. 22630**

**ADOPTED: XXXXXXXXX**

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## SECTION 1 GENERAL PROVISIONS

### 1.1 Purpose

Pursuant to Code of Virginia 2.2-4343 subdivision 10, adopt policies and procedures which are based on competitive principles and generally applicable to procurement of goods and services by the Town of Front Royal, except as stipulated in the Code of Virginia 2.2-4343 subdivision 12. These policies and procedures are intended to provide the framework to maintain a strong public confidence in the integrity of public procurement, promote competition, and obtain the most favorable price for the purchase of needed goods and services by the Town.

### 1.2 Designated Officers and Employees

All appointed with authority within the procurement process have the combined responsibility of promoting the best interests of the Town of Front Royal, while maintaining fair and open competition.

**Town Council** is the governing body of the Town of Front Royal, Virginia.

**Town Manager** or designee(s) shall exercise overall responsibility for the conduct of the Town's procurement process through the Director of Finance and makes administrative changes to the Procurement Policies and Procedures Manual. Only the Town Manager or designee(s) is authorized to execute contracts which bind the Town for the purchase of goods, services, insurance, or construction. The Town Manager serves as the designated official for all procurement protest activities.

**Director of Finance** or designee(s) shall direct and have the general supervision of the Purchasing Department. The Director of Finance or designee(s) shall certify that the estimated amount of money or funding required to purchase the goods, services, insurance or construction necessary by the Town has been lawfully budgeted and appropriated.

**Purchasing Manager** or designee(s) shall serve as the purchasing agent for the Town with the authority and responsibility to manage, observe, and enforce the policies and procedures adopted herein, along with concurrence of the Town Manager. The Purchasing Manager or designee(s) shall ensure that all procurement transactions are conducted in a fair and impartial manner; ensure that competition is sought to the maximum feasible degree and in the best interests of the Town; and ensure that appropriate Town personnel are trained and have access to the Town's Procurement Policies and Procedures Manual.

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**Department Director** or designee(s) shall exercise the authority and responsibility to ensure compliance by the personnel of their department with the procurement policies and procedures herein; ensure that procurements are made for authorized official Town business and within the budgetary limits approved by Town Council; ensure that all goods, services, or construction purchased are properly inspected, accepted, and conform to the purchase order specifications and terms and conditions; enforce delegated procurement responsibility within the limits of the policies and procedures established herein; and ensure that the appropriate personnel of their department attend procurement training and have read and understood to the Town's Procurement Policies and Procedures Manual.

## 1.3 Procurement Mission Statement

The Purchasing Department is committed to achieving cost-effective and economical acquisition of goods, services, insurance, and construction necessary by the Town while ensuring that contract awards are made in a fair and equitable manner with the avoidance of impropriety or appearance of impropriety. As stewards to the taxpayers of the Town of Front Royal, the Purchasing Department is charged with the duty to provide value added services, through innovation and the use of technology, to achieve greater efficiency, transparency, and other cost savings in the Town's procurement process. In all procurement transactions, the Purchasing Department seeks to preserve the highest standards of accountability, efficiency, ethics, impartiality, transparency, and professionalism.

## 1.4 Public Notice of Procurement Opportunities

Notices of contracting opportunities are posted on the Town of Front Royal's website (https://www.frontroyalva.com/) and on the Commonwealth of Virginia's electronic procurement website (https://eva.virginia.gov/). In addition, public notices may be published in a newspaper of general circulation or other appropriate websites.

## 1.5 Electronic Bidding

To take advantage of efficiencies afforded by new technologies, with the approval of the Town Manager and the Town Attorney, the Purchasing Department may establish from time to time procedures for conducting procurement transactions to permit: (1) any solicitation to be issued; (2) any bid, offer, or quote to be submitted; or (3) any procurement process authorized in this Procurement Policy to be accomplished, using electronic or other technological means, provided that such means are permitted by the VPPA and other law or regulation applicable to the procurement process at the time such procedures are adopted, and provide sufficient security, reliability, identification and verifiability. Notice of all such procedures shall be posted in accordance with Section 1.4 for a reasonable period in advance of their effective date.

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## SECTION 2 PROCUREMENT POLICIES

All public contracts with nongovernmental contractors for the purchase or lease of goods, services, insurance or construction, shall be awarded after competitive sealed bidding or competitive negotiation and approved optional policies contained herein, unless otherwise authorized or exempted by law or regulation. These policies and procedures apply to all procurements whether the consideration is monetary or nonmonetary and regardless of whether the Town, the contractor, or some third party is providing the consideration, except those specifically exempted in the VPPA or herein. Nothing contained in this policies and procedures manual shall prevent the Town from complying with the terms and conditions of any state or federal funding regulations, grant, gift, or bequest.

### 2.1 Conflict of Interest and Ethics in Public Procurement

It is the policy of the Town of Front Royal to preserve the integrity of the public procurement process by ensuring public confidence that contracts are awarded in a fair and equitable manner. All Town employees having the official responsibility for a procurement transaction shall comply with this section. These provisions supplement applicable criminal law, including the Virginia Government Frauds Act (§18.2-498.1 et seq.) and Articles 2 (Bribery and Related Offenses, §18.2-438 et seq.) and 3 (Bribery of Public Servants and Party Officials, §18.2-446 et seq.) of Chapter 10 of Title 18.2.

1. Procurement Transactions

   Unless otherwise allowed under the State and Local Government Conflict of Interest Act §2.2-3112(B), no Town employee shall participate in a transaction on behalf of the Town when:

   a. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction;

   b. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;

   c. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction;

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d. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror or contractor.

2. Solicitation or Acceptance of Gifts

No Town employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

3. Kickbacks

Contractors, subcontractors, and interested persons participating in a procurement transaction on behalf of the Town shall conduct themselves in accordance with the following requirements:

a. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontractor or order, any payment, loan, subscription, advance, deposit of money, services or anything present or promised, unless consideration of substantially equal or greater value is exchanged.

b. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

c. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a Town contract.

d. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and will be recoverable from both the maker and the recipient. Recovery from one offending party shall not preclude recovery from offending other parties.

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4. Solicitation Preparation & Evaluation

No person who, for compensation, prepares a solicitation for or on behalf of the Town shall submit a bid or proposal for that procurement or any portion thereof or shall disclose to any bidder or offeror information concerning the procurement which is not available to the public. The Town may permit such person to submit a bid or proposal for that procurement or any portion thereof if the Town determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the Town.

Town employees having official responsibility for a procurement transaction shall not share bid or proposal information with any interested parties of the public prior to the award for the contract and/or purchase order.

5. Certification of Compliance

The Town may require Town employees having official responsibility for procurement transactions in which they have participated to annually submit for such transactions a written certification that they have complied with the provisions of Section 2.1. Employees already required to submit Conflict of Interest forms to the Town Clerk on an annual basis will not be required to make a separate certification under this Section 2.1.

6. Violations for Penalties

The penalties for violations of any of the provisions of this Policy may be subject to disciplinary action as set forth in the Town of Front Royal Employee Handbook, including criminal fines or penalties and forfeiture of employment.

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## 2.2 Contract Execution Policy

The Purchasing Department, a division within the Department of Finance, is responsible for administering the Town's public procurement process in accordance with the policies and procedures established herein.

**Town Council** is the governing body of the Town of Front Royal, Virginia. Town Council approval is required for all contracts with a total contract amount of $50,000 or more; and all rolling stock. The aggregate or sum of all phases for single or term contracts shall be included in the total value. Except as otherwise authorized in the policies and procedures established herein, no contract in excess of $50,000 shall be effective unless approved by Town Council, specifically delegated to the Town Manager by Town Council resolution, or otherwise preapproved renewing by Town Council resolution.

**Town Manager** or designee(s) is authorized to execute contracts which bind the Town for the purchase of goods, services, insurance or construction. The Town Manager or designee(s) shall have the authority to award, execute, and amend contracts where the total contract amount is $50,000 or less. The Town Manager is authorized to execute contracts in a form approved by the Town Attorney resulting from procurements totaling over $50,000 after Town Council award approval is obtained via resolution. The aggregate or sum of all phases for single or term contracts shall be included in the total value. The Town Manager or designee(s) shall have the authority to terminate any contract for convenience, cause, or for non-appropriation of funds in accordance with the contract terms and after advisement from the Town Attorney.

**Purchasing Manager** or designee(s) is the designated purchasing agent and is authorized to execute contracts which bind the Town for the purchase of goods, services, insurance or construction. The Purchasing Manager or designee(s) is authorized within authority delegated by the Town Manager to execute contracts in a form approved by the Town Attorney resulting from procurements totaling $30,000 or less. The aggregate or sum of all phases for single or term contracts shall be included in the total value. The Purchasing Manager or designee(s) shall have the authority to award, execute, and amend contracts resulting from procurements totaling up to $30,000. The Purchasing Manager or designee(s) shall have the authority to terminate any contract within the Purchasing Manager's execution authority, for convenience, cause, or for non-appropriation of funds in accordance with the contract terms and after advisement from the Town Attorney.

**Director of Finance and Administrative Services** or designee(s) by authorizing requisitions and subsequent purchase orders shall certify that the estimated amount of money or funding required to purchase the goods, services, insurance or construction necessary by the Town has been lawfully budgeted and appropriated for all contracts.

**Department Director** or designee(s) is **not** authorized to execute contracts or task orders which bind the Town for the purchase of goods, services, insurance or construction unless a written exception and delegation is given by the Town Manager during an official declared emergency. Department Director or designee(s) is authorized to execute change orders to existing contracts, within the authorized contractual limits and change order dollar amounts.

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**Town Attorney** or designee(s) shall approve as to form all contracts executed on behalf of the Town of Front Royal, except as follows: the Purchasing Manager or designee(s) may execute low-risk contracts under the Town's single quote threshold of $10,000, provided that such contracts do not contain terms that are ambiguous, unclear, or novel, and that the terms of such contracts are consistent with the Town's general terms and conditions as related to the such contract clauses as the Town Attorney or designee(s) may identify from time to time, including but not limited to: governing law and court jurisdiction, indemnification, limitation of liability, waiver, and alternative dispute resolution.

## 2.3 Inclement Weather or Closed Office Policy

It is the policy of the Town of Front Royal to administer the public procurement process in a fair and equitable manner. Should the Town of Front Royal close offices due to inclement weather or other unforeseen event or emergency on a date that bids and/or proposals are due, those bids and/or proposals will be due on the next business day at the same time specified in the solicitation.

## 2.4 Public-Private Education Facilities and Infrastructure Act and Public-Private Transportation Act Policy

It is the policy of the Town of Front Royal to administer the process and selection of projects subject to the Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code §§ 56-575.1, et seq.) ("PPEA") and the Public-Private Transportation Act of 1995 (Va. Code §§ 56-556, et seq.) ("PPTA"), in accordance with the Town's PPEA and PPTA Combined Guidelines, which can be found on the Town's Procurement Website: https://www.frontroyalva.com/376/PDF-Documents.

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## 2.5 Purchase Order Requisitions

A purchase order (PO) requisition is generated by requesting department and serves as the tool in which departments inform the Purchasing Department of its procurement needs. A PO requisition encumbers the required funds, identifies the funding source, and certifies that sufficient funds are available. PO requisitions shall include all pertinent purchasing documentation and be reviewed and approved by authorized Town staff and the Department Director or designee(s).

## 2.6 Purchasing Procedures

The purchasing procedures set forth below shall be followed for purchases not requiring competitive sealed bids or competitive negotiation purchases that are not expected to exceed the corresponding purchase dollar amount thresholds established herein. These procedures shall apply for single or term contracts, and the aggregate or sum of all phases for single or term contracts shall be included in the total contract amount. Purchases may not be arbitrarily split to constitute a small purchase. Nothing in this Small Purchase Policy shall prevent the use of competitive sealed bidding or competitive negotiation in procurements if properly documented and deemed appropriate by the Purchasing Manager or designee(s).

1. Purchasing Thresholds

| Procurement Category | Estimated Amount | Competitive Quote Requirement |
|---|---|---|
| Small Purchase | $0 - $4,999 | One (1) single quote |
| Verbal Quotes (Not Including Rolling Stock) | $5,000 - $19,999 | Three (3) documented verbal quotes |
| Written Quotes/Informal Solicitation | $20,000 - $49,999 | Three (3) written quotes |
| Formal Solicitation<br>Invitation for Bid/Request for Proposals | >$50,000 | Competitive Sealed Bidding/Competitive Negotiation |

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2. Quote Documentation

Price quotes are to be obtained from the number of required sources as identified in the purchasing thresholds, as it is practicable. If the number of required written quotes cannot be obtained, a written justification for lack of competitive quotes is required. Documented verbal quotes are acceptable for procurement values $5,000-$19,999, provided all pertinent information is properly documented. Proper documentation includes: item description, date and time of quotation, company name, quoted unit and extended price, and name of authorized representative providing the quotation. Telephone quotations, catalogue comparisons, written quotes or other similar quotes may be obtained, as is practicable. Purchases made within the Small Purchase Category may be made using the Town's Purchase Card Policy. For purchases within the Purchase Card Policy, please refer to the Town of Front Royal Purchasing Card Program Policy and Procedures.

All rolling stock shall require written quotes and approval from Town Council.

3. Public Posting Requirements

All written solicitations shall be posted on the Town of Front Royal's website (https://www.frontroyalva.com) and/or the Commonwealth of Virginia eProcurement website (https://eva.virginia.gov/).

4. Method of Award

For purchases of goods, construction, insurance, services other than professional services, the award of the purchase shall be made to the bidder quoting the lowest price unless it is documented in writing that the award to another bidder quoting a higher price is in the best interest of the Town.

For purchases of professional services, the award of the purchase shall be made to the offeror whose proposal is in the best interest of the Town, in considering the Town's evaluation criteria set forth in the solicitation. Negotiations, although encouraged, is not required for purchases of professional services made under the Small Purchase Category.

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## SECTION 3 METHODS OF PROCUREMENT

### 3.1 Cooperative Procurement

The Town may participate in, sponsor, conduct, or administer a joint procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction.

In addition, the Town may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies. Nothing in this subsection shall be construed to prohibit sole source or emergency procurements. Nothing in this subsection shall be construed to prohibit obtaining another quote to confirm that cooperative contract pricing is fair and reasonable for the Town. Purchasing from the contracts of other public bodies is not appropriate where the Purchasing Department or the Town Attorney or designee(s) determines that the terms and conditions are inconsistent with the legal requirements and best interests of the Town.

### 3.2 Informal Solicitations

Nothing in this Policy shall prevent the use of competitive sealed bidding or competitive negotiation in procurement if properly documented and deemed appropriate by the Purchasing Manager or designee(s).

1. Request for Quotation (RFQ)

   "Request for Quotation" means to request a quote from one or more vendors under an open market procurement where the estimated cost is less than $50,000. This procurement method is the preferred method for single or spot purchases. A record of the quotation must be kept on file and should include: name and address of vendors contacted, the item description or service offered, price quoted, delivery date and other information such as F.O.B. point, names of persons giving and receiving the prices, and the date the quote was obtained. A reasonable amount of time should be allowed for vendors to respond based on the nature of the procurement.

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2. Informal Solicitation

An informal solicitation is the preferred method for procuring multi-year or term contracts for goods, services, insurance and construction estimated less than $50,000. The aggregate or sum of all phases for single or term contracts shall be included in the total contract amount.

All purchases using this procurement method shall be processed by the Purchasing Department with assistance from the lead department for specifications and expertise. The Town's general and any special terms and conditions that govern the purchase must be included in the unsealed invitation for bid or unsealed request for proposal. The informal solicitation shall be open for the period of time stated in the solicitation but must be open for at least three (3) business days. A reasonable amount of time should be allowed for vendors to respond based on the nature of the procurement and any subsequent amendments. Notice of the solicitation shall be posted on either the Town of Front Royal website or the Commonwealth of Virginia eProcurement website. All bids and proposals in response to the solicitation must be received at the designated location by the date and time specified in the solicitation. Responses may be opened and evaluated upon receipt.

The method of award for bids in response to an informal solicitation shall be made to the bidder quoting the lowest price unless it is documented in writing that the award to another bidder quoting a higher price is in the best interest of the Town. The method of award for proposals in response to an informal solicitation shall be made to the offeror whose proposal is in the best interest of the Town, in considering the Town's evaluation criteria set forth in the solicitation. Price can be considered at the proposal stage for purchases of professional services made under this policy. Negotiations, although encouraged, are not required for purchases made under this policy.

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## 3.3 Invitation for Bid (IFB) or Competitive Sealed Bidding

An Invitation for Bid (IFB), also referred to as competitive sealed bidding, is a formal solicitation that contains specifications or scope of work, contractual terms and conditions, and any relevant requirements and information applicable to the procurement. In a competitive sealed bidding process, all bids must be held unopened until the date and time specified in the solicitation. The solicitation shall be posted on the Town of Front Royal's website (https://www.frontroyalva.com) and the Commonwealth of Virginia eProcurement website (https://eva.virginia.gov/).

1. Qualifications of Potential Contractors

Unless the Town has provided for pre-qualification of bidders through a pre-qualification process, the IFB shall include a statement of any qualifications required of potential contractors.

2. Comments Concerning Specifications

Unless otherwise instructed in the solicitation, the Purchasing Department is the sole point of contact for questions or comments concerning specifications or other provisions in IFB. Questions or comments concerning specifications must be made in writing and received by the Town by the question deadline specified in the IFB, which shall be at least ten (10) calendar days prior to the bid due date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be posted on the Town's website and the Commonwealth of Virginia eProcurement Website. Any addendum issued less than five (5) days prior to the closing date will, if necessary, contain a provision modifying the Bid closing date to a date that will provide Bidders adequate time to respond to the addendum. Verbal communications will not be binding.

3. Pre-Bid Conference

A pre-bid conference is held when requested by the department and/or as deemed appropriate by the Purchasing Department. Generally, a pre-bid conference is conducted with bidders when the solicitation is complex, contains critical requirements, or requires a visit of the construction work site. The purpose of the pre-bid conference is to encourage competition through an increased understanding of the specifications and terms and conditions and provides an opportunity to clarify any requirements, eliminate potential ambiguities, and allows vendor input. Attendance at the pre-bid conference by the vendors may be optional or mandatory as stated in the solicitation. When mandatory attendance is required, only bids from those firms represented at the conference or site visit will be accepted. Any changes to the solicitation as a result of the pre-bid conference will be in the form of a written addendum posted on the Town's website and the Commonwealth of Virginia eProcurement website.

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4. Bid Receipt & Public Bid Opening

It is the responsibility of the bidder to assure that its bid is received by the Town prior to the date and time specified for the receipt of bids. Bids received after the time designated for receipt of bids will not be considered. The Purchasing Manager or designee, whose duty it is to open bids, will conduct the public bid opening and will decide when the specified time has arrived. The Town is not responsible for the premature opening of any bids not properly addressed. A representative from the originating department should also be present to witness the bid opening. The amount of each bid, the name of the bidder, and such other relevant information shall be read aloud and recorded. Questions concerning the bids shall not be answered until after the bid evaluation from the Town is complete and an intent to award is made. Except when the Town decides not to accept any of the bids, within a reasonable time after the public bid opening and prior to the award, a tabulation of all bids received shall be made available to the public. Upon request, bid documents shall be available to any competitive sealed bidder for inspection. Bid documents shall be available for inspection by the general public only after award of the contract. Any request to inspect bid records shall be in accordance with VPPA §2.2-4342.

5. Negotiation with the Lowest Responsible Bidder

If the bid from the lowest responsible bidder exceeds available funds, the Town may negotiate with the apparent low bidder to obtain a contract price with available funds if the solicitation contains the following clause:

> *"Unless all bids are cancelled or rejected, the Town reserves the right to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the Town for this contract prior to the issuance of the written Invitation to Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder."*

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This clause may be used only in an Invitation to Bid (IFB) for goods or services in those circumstances where, due to unknown cost factors, there may be a need to negotiate to remain within available funds. This clause shall not be used as a matter of routine.

If the Purchasing Manager or designee(s) decides to negotiate in such circumstances, the decision must be documented in writing in advance of the negotiations. Otherwise, unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. "Available funds" are those budgeted by the Town for the requirement and designated as such prior to the issuance of the IFB. The purpose of this provision is not to force a bidder to take a lower price, but rather to negotiate an acceptable change in requirements, including price, that is agreeable to both parties. Negotiations might include an extended delivery date, reduced quantity, different accessories, etc., with a corresponding reduction in price.

6. Withdrawal of Bid Due to Error

Pursuant to VPPA §2.2-4330, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

If the Town denies the request for withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsive and responsible bidder. No bid may be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn, the lowest remaining bid shall be deemed to be the apparent low bid.

a. *Withdrawal of Bid PRIOR to Bid Opening*: A bid may be withdrawn by a bidder if the Purchasing Manager receives such a request in writing prior to the receipt date and time for bids. The request must be submitted by a person authorized to represent the person or firm that submitted the bid/proposal.

b. *Amendments of Bid PRIOR to Bid Opening:* Due to the nature of the competitive sealed bidding, amendments to bids already submitted to the Town are not authorized. If a bidder would like to amend its bid, it must withdraw its bid and resubmit its bid prior to the receipt date and time for bids.

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c. *Withdrawal of Bid AFTER Bid Opening:* Bids may not be withdrawn if the mistakes are attributable to errors in judgment, nor may such mistakes be waived or corrected. If the mistake and the intended correct bid are clearly evident in the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident in the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. A bidder may be permitted to withdraw a low bid if a mistake is clearly evident from the bid documents submitted by the bidder and/or a comparison with other bids, provided the notice is received in writing and within two (2) business days after the Bid Opening.

d. *Withdrawal of Bid During Bid Evaluation:* If the lowest apparent responsive bid is 25% or more, less than the next low bid, the Town may contact the bidder to confirm the bid price. If the bidder is able to verify, to the satisfaction of the Purchasing Manager, that it was a nonjudgmental mistake, the bid may be withdrawn.

e. *Withdrawal of Bid After Award.* Bids containing mistakes shall not be corrected or withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a bid or resulting contract shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder as a result of the breach or nonperformance of such contract or purchase order.

7. Waiver of Informalities

An informality is a minor defect or variation of a bid from the exact requirements of the Invitation for Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured. The Purchasing Manager may, in its sole discretion, waive such informalities or permit the bidder to correct them, whichever is in the best interest of the Town. Examples include, but are not limited to, failure of a bidder to:

- Return the number of signed bids required by the solicitation.
- Sign the face of the bid in the space provided, but only if the unsigned bid is accompanied by other signed documents indicating the bidder's intent to be bound.
- Acknowledge receipt of an addendum to the solicitation, but only if it is clear from the bid that the bidder received the addendum and intended to be bound by its terms, or the addendum involved had a negligible effect on price, quantity, quality, or delivery.

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8. Bid Evaluation & Award

After the bid opening, each bid is evaluated to determine if it is responsive to the IFB. The responsive bids are then evaluated according to the criteria and/or evaluation procedure described in the IFB to determine which is the lowest bid. The contract is awarded to the lowest responsive and responsible bidder. For bids in response to construction services, the unit bid prices are evaluated with the Town's cost estimate. Where the unit price and the extension price are at variance, the unit price will prevail. Items that have a significant deviation or variance from the cost estimate may be deemed unbalanced and require further evaluation.

If bids received are for the same total amount or unit price, quality and service being equal, first consideration shall be given to the local bidder. If identical low bids are submitted by two local bidders, the Purchasing Manager, or designee, should perform a coin toss. The coin toss must be witnessed, and the results recorded.

9. Cancellation and Rejection of Bids

The Town may cancel an IFB or reject all bids at any time prior to making an award. The reasons for cancellation or rejection shall be made part of the contract file. The Town cannot cancel an Invitation for Bid solely to avoid awarding a contract to a particular bidder.

## 3.4 Construction Management and Design-Build Contracting

1. General Policy Guidelines

a. The Town may enter into a contract for construction on a fixed price or not-to-exceed price construction management or design-build basis.

b. Prior to making a determination as to the use of construction management or design-build for a specific construction project, the Town shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall (i) advise the Town regarding the use of construction management or design-build for that project and (ii) assist the Town with the preparation of the Request for Proposal and the evaluation of such proposals.

c. A written determination shall be made in advance by the Town that competitive sealed bidding is not practicable or fiscally advantageous, and such writing shall document the basis for the determination to utilize construction management or design-build. The determination shall be included in the Request for Qualifications



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and be maintained in the procurement file.

d. Procedures adopted by the Town for construction management and design-build contracts shall be consistent with the procedures adopted by the State Secretary of Administration for utilizing construction management or design-build contracts, as they may be amended from time to time.

## 3.5 Request for Information (RFI)

A Request for Information (RFI) is an informal document issued when the Town is not aware of the products available in the market which may satisfy its requirements. The use of an RFI does not require a purchase requisition, however a RFI may result in the development of a requisition, or the issuance of an IFB or RFP after the Town determines the types of products that are available which will satisfy its requirements. An RFI cannot be made into an agreement.

## 3.6 Pre-Qualification for Construction

The Town may solicit and prequalify potential contractors. In such cases, a list is maintained of those who have been evaluated and prequalified and determined to be acceptable in meeting minimum quality or performance standards pre-established by the Town. This qualification is performed in advance of the anticipated procurement or solicitation requiring competitive sealed bids, or as the first step in a two-step design-build solicitation process. By having a prequalification procedure, the time in the purchase cycle can be reduced, as solicitations are only sent to those contractors determined to be qualified. The qualification requirements must be established and potential contractors advised by letter and/or public posting sufficiently in advance of the anticipated procurement to allow for evaluation and qualification of potential contractors and/or products. The following guidelines shall apply to prequalification procedures:

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1. General Policy Guidelines

    a. Prospective contractors may be prequalified for particular types of supplies, services, insurance or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedure shall be established by the Purchasing Manager in writing and sufficiently in advance of its implementation to allow potential contractors a fair opportunity to complete the process.

2. Prequalification for Construction

Any prequalification of prospective contractors for construction by the Town shall include:

    a. A written request for qualifications (RFQ) WILL BE ISSUED BY THE Town and shall include an application form that sets forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of subsection D of VPPA § 2.2-4342.

    b. In all instances in which the Town requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

    c. At least 30 days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the Town shall advise in writing each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

    d. A decision by the Town denying prequalification under the provisions of this subsection shall be final and conclusive unless the contractor appeals

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the decision, per section 4 of this policy.

3. Denial of Prequalification

The Town may deny prequalification to any contractor only if the Town finds one of the following:

a. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the Town shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;

b. The contractor does not have appropriate experience to perform the construction project in question;

c. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

d. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the Town without good cause. If Town has not contracted with a contractor in any prior construction contracts, the Town may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The Town may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

e. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 of the VPPA (Ethics in Public Contracting, § 2.2-4367 et seq.), (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1 (Conspiracy to

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Rig Bids to Government), or (iv) any substantially similar law of the United States or another state;

f. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

g. The contractor failed to provide to the Town in a timely manner any information requested by the Town relevant to subdivisions (a) through (f) of this subsection.

## 3.7 Request for Proposal (RFP)

A Request for Proposal (RFP), also referred to as competitive negotiation, is a formal solicitation that describes in general terms the requirements, the factors that will be used to evaluate the proposals received, the Town's terms and conditions, any special conditions or qualifications that will be required, including those attached or incorporated by reference and addendum. In a competitive negotiation process, all proposal responses must be held unopened until the date and time specified in the solicitation.

1. Comments Concerning Specifications

Unless otherwise instructed in the solicitation, the Purchasing Department is the sole point of contact for questions or comments concerning specifications or other provisions in RFP. Questions or comments concerning specifications must be made in writing and received by the Town by the question deadline specified in the RFP at least ten (10) calendar days prior to the proposal due date. Any interpretation deemed to be material in nature or that alters the needs of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be posted on the Town's website and the Commonwealth of Virginia eProcurement Website. Any addendum issued less than five (5) days prior to the closing date will, if necessary, contain a provision modifying the Bid closing date to a date that will provide Bidders adequate time to respond to the addendum. Verbal communications will not be binding.

2. Pre-Proposal Conference

A pre-proposal conference is held when requested by the using department and/or as deemed appropriate by the Purchasing Department. Generally, a pre-proposal conference is conducted with offerors when the solicitation is complex, contains critical requirements, or requires a site visit. The purpose of the pre-proposal conference is to encourage competition through an increased understanding of the specifications and terms and conditions and provides an opportunity to clarify any requirements,

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eliminate potential ambiguities, and allows vendor input. Attendance at the pre-proposal conference by the vendors may be optional or mandatory as stated in the solicitation. When mandatory attendance is required, only proposals from those firms represented at the conference or site visit will be accepted. Any changes to the solicitation as a result of the pre-proposal conference will be in the form of a written addendum posted on the Town's website or other appropriate websites.

3. Proposal Receipt & Public Opening

It is the responsibility of the offeror to assure that its proposal is received by the Town prior to the date and time specified for the receipt of proposals. Proposals received after the time designed for receipt of proposal will not be considered. Public openings of proposals are not required. If a public opening is held, the names of the individuals, or the names of firms submitting proposals in a timely manner, is the only information read aloud and made available to the offerors and general public.

4. Proposal Evaluation, Negotiation, & Award for Goods and Non-Professional Services

For goods and non-professional services, proposals are evaluated by the evaluation committee, which is comprised of stakeholders within the Town. Proposals not meeting requirements should be scored lower. Only bids in response to an IFB may be determined to be nonresponsive. Proposals are evaluated on the basis of the criteria set forth in the RFP, using the scoring weights previously determined. The evaluation committee may request presentations or discussions with offerors, as necessary, to clarify material in the offerors proposals, to help determine those fully qualified and best suited. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the Purchasing Department. Offerors who fail to submit required documentation or meet mandatory requirements, in such time, for evaluation purposes may be eliminated from further consideration. Two or more offerors determined to be fully qualified and best suited are then selected for negotiation. Price is considered but need not be the sole determining factor.

During the evaluation phase it may be determined by the evaluation committee that only one offeror is fully qualified, or that one offeror is CLEARLY more highly qualified than the others under consideration. A written determination shall be prepared and retained in the contract file to document the meaningful and convincing facts supporting the decision for selecting only one offeror and negotiating with that offeror. The determination shall be signed by the department head or designee.

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Negotiations are conducted with each of the offerors so selected. Negotiation allows modification of proposals, including price. Offers and counter-offers may be made as many times with each offeror as is necessary to secure a reasonable contract. Unless there have been no changes in any of the items negotiated or only one proposal is under consideration, after negotiations have been conducted with each of the selected offerors, the evaluation committee may select the offeror through a consensus or proposals may be re-scored. The Town will select the offeror which, in its opinion, has made the best proposal. In all cases, written confirmation shall be obtained from the offeror on any modifications of the original proposal. Once a Notice of Intent to Award is posted, no further negotiation shall be conducted.

For competitively negotiated procurements, once evaluation and negotiations have been completed with selected offeror(s), the Purchasing Department may prepare a tally sheet summarizing the ratings that are developed for proposals evaluated. The Town is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Pursuant to VPPA §2.2-4342(D), offerors may inspect the proposal records after evaluation and negotiations are complete, but prior to award.

5. Proposal Evaluation, Negotiation, & Award for Professional Services

For professional services, the Town shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the pro- posed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the Town in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the Town may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with VPPA § 2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors.

For architectural or engineering services, the Town shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed, until after the qualified offerors are ranked for negotiations.

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Town shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

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Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the Town, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the Town may award contracts to more than one offeror.

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 and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

Multiphase professional services contracts satisfactory and advantageous to the completion of large, phased, or long-term projects may be negotiated and awarded based on a fair and reasonable price for the first phase only, where the completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to entering into any such contract, the Town shall (i) state the anticipated intended total scope of the project and (ii) determine in writing that the nature of the work is such that the best interests of the Town.

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6. Waiver of Informalities

An informality is a minor defect or variation of a proposal from the exact requirements of the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured. The Purchasing Manager may, in its sole discretion, waive such informalities or permit the offeror to correct them, whichever is in the best interest of the Town. Examples include failure of an offeror to:

- Return the number of signed proposals required by the solicitation.
- Sign the face of the proposal in the space provided, but only if the unsigned proposal is accompanied by other signed documents indicating the offeror's intent to be bound.
- Acknowledge receipt of an addendum to the solicitation, but only if it is clear from the proposal that the offeror received the addendum and intended to be bound by its terms, or the addendum involved had a negligible effect on price, quantity, quality, or delivery.

7. Cancellation and Rejection of Proposals

The Town may cancel an RFP or reject all proposals at any time prior to making an award. The reasons for cancellation or rejection shall be made part of the contract file. The Town cannot cancel a Request for Proposal solely to avoid awarding a contract to a particular offeror.

## 3.8 Sole Source

Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The Department Director shall issue a written notice stating the basis for the determination that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded.

## 3.9 Emergency

In cases of emergency, a contract may be awarded or purchases may be made without competitive pricing, bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. In such cases, during regular working hours, the Town Manager will authorize the procurement. If the Town Manager is not available, the Finance Director or the Purchasing Manager will make the authorization. For an emergency at other hours, purchases may be made directly by the using department, with the approval of the Director. When emergency expenditures have been incurred, the Small Purchase process is used, and the purchase requisition is labeled "EMERGENCY'. When the Purchasing Department is next open, the requisition document issued as confirming such purchase will be forwarded to the Purchasing Manager, along with the written certification by the Department Director stating the facts of the emergency and any change in appropriations necessitated by the emergency.

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## SECTION 4 BID PROTESTS, DEBARMENT, AND OTHER APPEALS

### 4.1 Bid Protests

**Town Manager** or designee(s) serves as the designated official for all bid protest activities.

### 4.2 Debarment

The Town has adopted the following ineligibility and debarment procedure:

Ineligibility Notice. Any Bidder, Offeror or Contractor suspended, refused permission to participate, or disqualified from participation, in any Solicitation or Contracts by the Town ("disbarred") for any cause including non-responsibility shall be notified in writing. Prior to the issuance of a written determination of disbarment, the Town shall:

A. Notify the Bidder or Contractor in writing of the results of the evaluation;

B. Disclose the factual support for the determination; and

C. Allow the bidder, offeror, or contractor an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five (5) business days after receipt of the notice.

Rebuttal. Within ten (10) business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The Town shall issue its written determination of disqualification or ineligibility based on all information in the possession of the Town, including any rebuttal information, within five (5) business days of the date the Town received such rebuttal information.

Decision. If the evaluation reveals that the Bidder, Offeror or Contractor should be allowed permission to participate in the Contract, the Town shall cancel the proposed disqualification action. If the evaluation reveals that the Bidder, Offeror, or Contractor should be refused permission to participate, or disqualified from participation, in the Contract, the Town shall so notify the Bidder, Offeror or Contractor. The notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days after receipt of the notice by invoking administrative procedures for rebuttal.

Debarment. The Town shall have the authority to suspend or debar a Bidder or Contractor from bidding on any Contract for the causes stated below:

A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

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B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town contractor;
C. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
D. Violation of contract provisions, as set forth below, of a character which is regarded by the Town to be so serious as to justify suspension or debarment action:
E. Failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
F. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
G. For non-responsibility. Any other cause the Town determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
H. The Contractor has abandoned performance or been terminated for default on any other Town project; and/or
I. The Contractor is in default on any surety bond or written guarantee on which Town is an obligee.

Appeal. If, upon appeal, it is determined that the action taken by the Town was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the Bidder or Contractor shall be restoration of eligibility.

Rules Applicable To Debarment

A. The improper conduct of any agent, subcontractor, officer, board member or employee of any Contractor or Bidder may be fully imputed to such Bidder or Contractor; and vice versa.
B. Debarment of a Contractor in no way affects his obligations under any other Contracts with the Town which are ongoing, unless terminated by the Town as provided for in the Town's Procurement Policies and Procedures.
C. A debarment can be imposed for any length of time, and the length of time for debarment will be determined by the Town based upon the relevant circumstances.
D. Debarment of a Contractor/Bidder applies to any successor company formed with the same resources, owners or stockholders as the debarred entity.

Reinstatement. The Town may suspend debarment of any Contractor or Bidder at any time if it determines that it is in the Town's best interests to do so. Mitigating circumstances that will be considered when deciding to reinstate a Contractor or Bidder may include, but are not limited to: (i) the improper or illegal act underlying the debarment; (ii) the degree of culpability of the Bidder or Contractor; (iii) any restitution by the Contractor to the Town for the improper or illegal act; and (iv) cooperation with the Town by the Contractor or Bidder in any investigations into bid crimes. After the debarment period expires, the contractor may submit formal written request to the Town

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stating that the contractor wishes to continue to conduct business with the Town. A determination for the contractor's reinstatement shall be voted on by the Front Royal Town Council based upon recommendation from the staff. If agreed upon by the Town Council, the contractor shall be permitted to contract or make an offer, proposal or bid, in response to a Request for Proposals, an Invitation to Bid or any other form of solicitation by the Town, for supplies, services, insurance or construction.

### 4.3 Petition for Recycled Goods and Products

Any person who believes that particular goods or products with recycled content are functionally equivalent to the same goods or products produced from virgin materials may petition the Purchasing Manager to include the recycled goods or products in its procurement process. The petitioner shall submit documentation which establishes that the goods or products (i) contain recycled content and (ii) can meet the performance standards set forth in the applicable specifications prior to bid/proposal due date. If the Purchasing Manager determines that the documentation demonstrates that the goods or products with recycled content will meet the performance standards set forth in the applicable specifications, it shall incorporate such goods or products into its procurement process.

### 4.4 Petition for Less Toxic Goods and Products

Any supplier, who manufactures, sells or supplies goods or products may petition the Purchasing Manager to include requirements for less toxic goods and products into its procurement process. The supplier shall submit, prior to or during the procurement process, documentation which establishes that the goods or products meet the applicable performance standards. If the Purchasing Manager determines that the documentation establishes that the less toxic goods or products meet the performance standards set forth in the applicable specifications, they shall incorporate the specifications for the less toxic goods and products into their procurement process. The Town will revise procedures and specifications on a continuing basis to encourage the use of less toxic goods and products; however, the Town is not required to purchase, test or evaluate any particular good or product other than those that would be purchased under regular procurement procedures.

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## SECTION 5 CONTRACT ADMINISTRATION

Contract administration relies heavily on contract development. After the contract is awarded, the contract must be administered to ensure that the contractor complies with their obligations and requirements under the contract. Contract administration includes attending post award and progress meetings, payment of invoices, review of contractor disputes and claims, change orders, contract modifications, and other transactions in administering the contract.

### 5.1 Authority

**Town Council** is the governing body of the Town of Front Royal, Virginia. During the performance of a contract, advanced written approval is required by Town Council to increase a fixed-price contract by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater.

**Town Manager** or designee(s) is authorized to execute change orders and contract modifications above the 25% threshold after Town Council award approval is obtained via resolution. The Town Manager or designee(s) shall have the authority to modify a contract after advisement from the Town Attorney for any contracts within its authority to execute.

**Purchasing Manager** or designee(s) is authorized to process purchase order change orders and execute change orders and contract modifications up to the 25% threshold. The Purchasing Manager or designee(s) shall have the authority to modify a contract after advisement from the Town Attorney for any contracts within its authority to execute.

**Department Director** or designee(s) is authorized to execute change orders up to the 25% threshold for changes in the work, the cost impact on the contract, and the extent of the adjustment in the contract time, if any. The Department Director or designee(s) is **not** authorized to execute contract modifications which bind the Town.

### 5.2 Change Orders and Contract Modifications

"Change Order" means a written authorization or order to a contract or purchase order, signed by the Town Manager or Contract Administrator or designee(s), which normally establishes a change in the work, the cost impact on the contract, and the extent of the adjustment in the contract time, if any.

A "Contract Amendment, Contract Modification" means a written alteration or modification in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

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Any request for change affecting price, quality, quantity, delivery or cancellation requires a thorough written explanation by the Town prior to approval. A contractor shall not be notified that a change has been approved until that change has been authorized by the Department Director, Purchasing Department, or designee(s). All change requests should be evaluated for contract validity and a price reasonableness determination of the change shall be made in writing.

## 5.3 Contract Renewals and Extensions

A term contract may contain a renewal clause describing the conditions under which it may be renewed for a stipulated period of time. Often indices such as the Consumer Price Index (CPI) or Producer Price Index (PPI) are used as a benchmark in pricing renewal options and assist in determining price reasonableness. Price increases should not be given automatically at renewal. It is the responsibility of the contractor to request a price increase, if desired. The Town may then negotiate the amount of the increase or elect not to renew the contract.

The Town may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. In unforeseen or extenuating circumstances, a contract may be extended by mutual consent for no more twelve (12) months.

## 5.4 Distributing Projects for Multiple Award Architectural or Engineering Contracts

The contract term and the project amount shall not exceed the limitations specified in VPPA § 2.2-4303.1, as provided below.

1. Contracting Limitations

   A contract for architectural or professional engineering services may be awarded by the Town for construction projects, provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the solicitation, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first. Such contracts may be renewable for four additional one-year terms at the option of the Town. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed.

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2. Task Orders to Contractors

The Task Order will be offered to one or more of the Architectural or Engineering (A/E) Contractors at the Town's discretion. The Task Order must include a scope of work, a definition of the product required, a request for a project schedule and a request for a fee proposal. Upon receipt of the Contractor's proposal, the Town may award the Task Order deemed to be the best suited for the project.

The fee for the services on each Task Order shall be negotiated individually on a lump sum basis considering the Scope of Services required, the estimated man-hours required for each skill level/discipline and the labor rates agreed upon and listed in the Contract. If an estimate of the time required to perform the Work cannot be reasonably estimated, the A/E may be directed to proceed with work on an hourly basis with a maximum or not-to exceed amount. The compensation / fee shall be determined by the A/E's certified record of man-hours expended by classification / skill level / discipline and the hourly rates for each as listed in the contract.

## 5.5 Contract Task Orders

Department Director or designee(s) is **not** authorized to execute task orders that bind the Town for the purchase of goods, services, insurance or construction and authorize a contractor to proceed with an order unless a written exception and delegation is given by the Town Manager during an official declared emergency.

## 5.6 Prompt Pay Act for Localities

Unless agreed to otherwise in writing, the Town will pay invoices in accordance with the Prompt Pay Act for localities or within forty-five (45) days after goods or services are received or the invoice is rendered, whichever is later.

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## SECTION 6 SURPLUS PROPERTY POLICY

It is the policy of the Town of Front Royal that surplus property no longer having monetary value or usefulness to the Town shall be disposed of in accordance with the Surplus Property Policy and Procedures.

When items of property and materials become excess to the need of a department, the Purchasing Manager shall be notified by the Department Director. The Purchasing Manager will then proceed to responsibly dispose of such excess property or materials by one or more of the following methods:

1. Transfer to another department if a valid requirement exists in the department. Such transfer will be limited to property that is in good condition and with a reasonably long life expectancy.
2. Sale by public auction or online public auction.
3. Dismantle for parts.
4. Trading in equipment back to contracted vendor, including 'producer responsibility' or 'take-back clauses' in new contracts to enhance recycling options
5. Permit any animal especially trained for police work to be sold at a price of $1 to the handler who last was in control of the animal.
6. Any officer who at the time of his/her retirement is a full-time sworn law enforcement officer with the Town and who retires after 20 years of service, even if a portion of his/her service was with another agency, may purchase the service handgun issued to him/her by the Town at a price of $1.
7. Encourages the sale or recycling of scrap items which have value for material only, such as water/electric meters, used motor oil, and obsolete electronics.
8. Sale, trade, transfer or destruction of property as otherwise directed by the Town Council.
9. Permit other methods of disposal when(a) the cost of the sale will exceed the potential revenue to be derived therefrom or (b) the surplus material is not suitable for sale.

**No surplus property will be disposed of except through the Purchasing Manager**

Department Directors or designee(s) are responsible for the disposition of Town assets. Town employees and their immediate families are not authorized to participate in surplus auctions per the Town Surplus Auction Terms and Conditions.

Disposal of any asset acquired with state or federal grant funding or tax-exempt General Obligation bonds must be done in compliance with the original grant agreement and applicable state or federal grant regulations related to asset disposals. If in doubt about the applicability of such restrictions the person seeking to dispose of any such asset must contact the Director of Finance for assistance before disposing of the asset. Failure to do so may result in the Town having to make restitution or pay penalties to the grantor agency or to the Internal Revenue Service.

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## SECTION 7 PROCUREMENT VIOLATION POLICY

### 7.1 Definitions

For purposes of this policy, the terms defined in this section have the meanings ascribed to them in this section unless the context clearly indicates that another meaning is intended.

1. *"Procurement Violation"* is a general term used to describe a purchase made by a Town official or employee that does not comply with established procurement policy. A *"Procurement Violation"* is either categorized as an "*Improper Procurement"* or an *"Unauthorized Purchase".*

2. *"Improper Procurement"* refers to a purchase made by a Town official or employee which does not comply with established procurement policy and (i) is not over the Small Purchase threshold and (ii) the department has available funds. An "Improper Procurement" may be ratified in accordance with the requirements of this policy.

3. *"Unauthorized Purchase"* means a purchase made (i) over the Small Purchase threshold and not in compliance with procurement laws or (ii) without available funds. An "Unauthorized Purchase" cannot typically be cured by ratification.

4. *"Ratification*" or *"Ratify"* refers to the process for legitimizing (i.e., approving) a purchase made by a Town official or employee which does not comply with established procurement policy.

### 7.2 Policy

All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding or competitive negotiation pursuant to the Virginia Public Procurement Act (VPPA) and Town Policies, unless otherwise or exempted by law, statute, or regulation. These policies apply whether the consideration is monetary or nonmonetary and regardless of whether the Town, the contractor, or a third party is providing the consideration. The Town prohibits officials and employees from procuring or contracting for any goods, services, insurance, or construction in a manner in which is not in compliance with procurement policies contained herein.

The Town shall not be bound by any purchase order or contract made (i) contrary to the procurement laws or (ii) when sufficient funds are not available.

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## 7.3 Violation Examples

1. Examples of an Improper Procurement (less than $50,000)

    a. Using department makes a non-contract purchase over the single quote threshold without following proper procurement procedures (e.g. not obtaining the required competition stated in the Town of Front Royal Procurement Policy)

    b. Using department authorizes additional goods or services which are different in scope and quantity in comparison to a previously approved contract.

    c. Modifying a contract over the single quote threshold in any manner.

    d. Unauthorized signing of any type of vendor contract containing contractual terms and conditions.

2. Examples of an Unauthorized Procurement (more than $50,000)

    a. Using department makes a non-contract purchase over the formal bid limit without submitting their request through Procurement to complete competitive procurement requirements.

    b. Using department authorizes additional goods or services which are different in scope and quantity in comparison to a previously approved contract.

    c. Modifying a contract in any manner.

    d. Unauthorized signing of any type of vendor contract containing contractual terms and conditions.

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## 7.4 Ratification of Violations

Ratifying officials may approve a purchase made in violation of procurement policy upon receipt of a written corrective action plan signed and approved by the using Department Director.

1. The written corrective action plan should include the following:

    a. A description of what occurred and what steps have (or will) been taken to preclude future occurrences.

    b. The name of the official or employee who made the unauthorized commitment, to include a statement that the official or employee understands what error was made and how to properly procure in the future.

    c. A statement indicating funds are available for the purchase (which may be satisfied through department approval of a requisition for the full dollar amount).

    d. A determination that the price of the goods, services, insurance, or construction is fair and reasonable based upon appropriate market analysis.

    e. Confirmation that the goods, services, insurance or construction have been provided and accepted (or cannot be reasonably returned) by the Town.

    f. A statement indicating the contractor providing the good or services acted in good faith and that there was no collusion to circumvent proper procurement procedures.

2. For procurement violations with a value up to and including $30,000, Purchasing Manager is the ratifying official.

3. For procurement violations with a value greater than $30,000 and up to $50,000, the Purchasing Manager and the Director of Finance may approve the ratification.

4. For procurement violations with a value greater than $50,000, the Purchasing Manager, the Director of Finance, and the Town Manager must approve the ratification.

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## 7.5 Escalation for Violations

The following escalation procedures for repeated procurement violations is as follows:

1. First Infraction: Letter to individual user requesting written justification as to why policy was not followed and acknowledgment of the procedural mistake. A copy of the letter is sent to the Department Director. Payment will not be processed until written documentation is received from the individual by the Purchasing Department.

2. Second Infraction: Letter to individual user requesting written justification as to why policy was not followed and acknowledgment of procedural mistake. Letter may require attendance at a one-on-one Procurement User Training with a copy of letter going to Department Director and Director of Human Resources.

3. Third Infraction: Revoke procurement authority of individual. Notify Department Director and Director of Human Resources of continuous failure to comply and request that duty be reassigned. A third infraction within a 12 consecutive month period must be included and considered when an employee's performance evaluation is prepared and may result in the employee being placed on performance improvement plan or disciplinary action up to and including termination depending upon the amount and severity of the infraction at the discretion of the Town Manager.

5. Reinstatement: Reinstatement of procurement authority may be requested by the Department Director thirty (30) days after receipt of the revocation notice provided one-on-one training is completed.

## 7.6 Fraud and Severe Violations

Any single fraudulent act committed by an employee will result in an immediate revocation of the individual's purchasing authority and reported to the employee's Department Director, the Director of Finance, the Director of Human Resources, the Town Manager, and the Front Royal Police Department as it is appropriate. Fraudulent acts may result in disciplinary action up to and including termination.

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## SECTION 8 DEFINITIONS

The words defined in this section shall have the meanings set forth herein wherever they appear in this policies and procedures manual, unless the context in which they are used clearly requires a different meaning, or a different definition is prescribed for a particular section or provision.

1. "Best value," as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to Town's needs.

2. "Bid" means a competitively priced offer to the Town in response to an Invitation for Bid (IFB). This may also mean a submitting price on a public surplus auction solicited by the Town.

3. "Bidder" means an individual or business who submits a competitively priced bid in response to an Invitation for Bid (IFB), who submitted a quote on a solicitation, or who submits a bid on a public surplus auction.

4. "Bid Bond" means an indemnity agreement in which a third party agrees to be financially liable to pay a certain amount of money in the event a selected bidder fails to accept the contract as bid.

5. "Bid Deposit" means a certified check or cash escrow deposited by a bidder as an agreement in which the bidder agrees to be financially liable to pay a certain amount of money in the event the bidder fails to accept a contract as bid.

6. "Bid Opening" means the process of publicly opening and reading bids at the time and place specified in the Invitation for Bid.

7. "Blanket Purchase Agreement" is a procurement instrument under which the Town contracts with a vendor to provide goods or services for low or erratic volumes under the single quote limit on an as required and over-the counter basis for a 12-month period.

8. "Change Order" means a written authorization change a contract or purchase order, signed by the Town Manager or designee or Contract Administrator, which establishes a change in scope, the cost, and the extent of any adjustment in delivery times.

9. "Competitive Sealed Bidding" means a formal method of selecting the lowest responsive

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and responsible bidder. It includes the issuance of a written Invitation for Bid ("IFB"), public notice, a public bid opening, and evaluation based on the requirements set forth in the IFB. The Purchasing Department may establish methods for conducting transactions electronically, an IFB may be issued directly to vendors electronically, or bids in response thereto may be submitted electronically if specifically authorized in the IFB.

10. "Competitive negotiation" means a formal method of selecting the offeror (or offerors, in the case of multi-award contracts), which in the opinion of the Town has made the best proposal and provides the best value or whose professional qualifications and proposed services are deemed most meritorious. It includes the issuance of a written Request for Proposal ("RFP"), public notice, evaluation based on the criteria set forth in the Request for Proposal and allows negotiation with the top-rated offeror or offerors. Upon implementation of methods prescribed by the Purchasing Department for conducting transactions electronically, an RFP may be issued directly to vendors electronically, or proposals received in response may be submitted electronically if specifically authorized in the RFP.

11. "Construction" means building, altering, repairing, improving, or demolishing any structure, building, road, drainage, or sanitary facility, and any draining, dredging, excavation, grading, or similar work upon real property.

12. "Construction management contract" means a contract in which a party is retained by the Town to coordinate and administer contracts for construction services for the benefit of the Town and may also include, if provided in the contract, the furnishing of construction services to the Town.

13. "Consultant services" means any type of services required by the Town, but not completed by Town employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

14. "Contract" means any type of agreement for the purchase or disposal of goods, supplies, services, or construction. It includes contracts of a fixed price, cost, leases, and purchase orders. It also includes supplemental agreements with respect to any of the foregoing.

15. "Contract Administration" means the management of all facts of a contract to assure the Contractor's total performance is in accordance with the contractual commitments and that the obligations of the Contractor under the terms and conditions of the contract are fulfilled.

16. "Contract Amendment, Contract Modification" means a written alteration or modification in specifications, delivery point, rate of delivery, period of performance,

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price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

17. "Contract, Cost-Plus-A-Percentage of Cost" means a form of contracts which provides for an agreed to fee or profit at a specified percentage of the contractor's actual cost of accomplishing the work.

18. "Contract, Design-Build" means a contract the Town and another party in which the party contracting with the Town agrees to both design and build the structure, roadway or other item specified in the contract.

19. "Contract, Fixed Price" means a contract that provides a firm unit price or lump sum price to be established at the time of order placement or contract award.

20. "Contract, Fixed Price with Incentive" means a fixed price with an agreed upon target cost and/or profit, a ceiling price, and a profit formula. Below target, the Contractor and the Town share savings. Above ceiling, the Contractor must assume all costs.

21. "Contract, Fixed-Price with Escalation/De-Escalation" means a fixed price type of contract that provides for the upward and downward revision of the stated contract price upon the occurrence of certain contingencies (such as fluctuations in material costs and labor rates) specifically defined in the contract.

22. "Contract Management" means the management of the Town's contracts and contract-related activity which may include accounting, administration, auditing, grants management, law, negotiation, logistics, price-structure compensation, delegation of purchasing authority, program management, termination and other business-related activities.

23. "Contract, Requirements Type" means a form of contact covering long-term requirements used when the total quantity required cannot be definitively fixed but can be stated as an estimate or within maximum and minimum limits, with deliveries on demand. Such contracts are usually for one year or more in duration. Such contracts may also be referred to as "on-call", "annual", or "indefinite delivery/indefinite quantity" (ID/IQ).

24. "Contract, Time and Materials" means a contract providing for the procurement of supplies or services on the basis of direct labor hours at specified fixed hourly rates (which include direct and indirect labor, overhead, and profit) and material at cost, or at some bid percentage discount from a manufacturer's catalog or list prices.

25. "Contractor" means any person or business having a contract with the Town.

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26. "Debarment" means an action taken to deny prequalification, disqualify, or debar an individual or firm from consideration for award of contracts by the Town. A debarment shall not be for a period exceeding five (5) years and during that time, the debarred entity or individual shall be ineligible to bid or propose on Town solicitations.

27. "Department" means a division that is operating under the Town government organizational structure and has the same meaning as agency or office.

28. "Designee" means a duly authorized representative selected to carry out a duty or role, and act within the limits of the delegator's authority.

29. "Design-build contract" means a contract between the Town and another party in which the party contracting with the Town agrees to both design and build the structure, roadway, or other item specified in the contract.

30. "Emergency" means a threat to life or property or an unforeseen situation, which curtails or greatly diminishes an essential service, as determined by the Town Manager or designee(s).

31. "Employee" or "Town employee" means a person employed by and drawing a salary from the Town, including elected officials or appointed members of governing boards and commissions.

32. "Excess Property" means property which exceeds the requirement of the department to which the property is assigned.

33. "Faith–Based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104- 193.

34. "Firm" means any individual, partnership, corporation, association, or other legal entity permitted by law to conduct business in the Commonwealth of Virginia; or any other individual, firm, partnership, corporation, association or other legal entity qualified to perform professional, non-professional, or consultant services.

36. "Fiscal year" means the 12-month period used for accounting purposes. The Town's fiscal year is from July 1 through June 30.

35. "Fixed Asset" means a tangible object (not a component) which has an expected useful life of at least one year and a dollar value in excess of $5,000.

36. "Formal solicitation" means a sealed invitation to bid or sealed request for proposal

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issued where the estimated cost is greater than or equal to the VPPA formal solicitation limit (or $200,000).

38. "Gift" means any present or promised payment, loan, subscription, advance, deposit of money or service given, unless consideration of substantially equal or greater value is exchanged.

39. "Goods" means all material, equipment, supplies, printing, including information technology hardware and software and intellectual property.

40. "Information Technology" means any goods or services including telecommunications, automated data processing, databases, the internet, management information systems, software systems, intellectual property, and any related equipment, management, and records.

41. "Immediate family" means a spouse, child, parent, brother, sister, and any other person living in the same household as the employee.

42. "Independent contractor" means a worker over whom the employer has the right to control or direct the result of the work done, but not the means and methods of the work.

43. "Ineligibility" means an action taken by the Town to refuse permission to participate, or disqualify from participation, an offeror, bidder, or contractor, in public contracts.

44. "Informality" means a minor defect or variation of a bid or proposal from the exact requirements of the IFB or the RFP which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

45. "Informal solicitation" means an unsealed invitation to bid or unsealed request for proposal issued under the Town's Small Purchase Policy where the estimated cost is less than the formal solicitation limit (or $50,000).

46. "Invitation for Bid" means a document containing or incorporating the scope of work and all contractual terms and conditions, which is used to solicit written bids for a specific requirement for goods, nonprofessional services, or construction. This type of solicitation is referred to herein as Invitation for Bid (IFB) or competitive sealed bidding.

47. "Job order contracting" means a method of procuring construction by establishing a book of unit prices and then obtaining a contractor to perform work as needed using the prices, quantities, and specifications in the book as the basis of its pricing. The contractor may be selected through either competitive sealed bidding or competitive negotiation depending on the needs of the Town. A minimum amount of work may be specified in the contract.

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48. "Joint Procurement" means a procurement by a public body with one or more other public bodies, for the purpose of combining requirements for the purchase of like goods and/or services in order to increase efficiency and/or reduce administrative expenses. All authorized parties are involved in the procurement process and only those parties can participate in jointly purchasing form the contract. No other public bodies can purchase from the contracts as joint purchasers.

49. "Nonprofessional services" means any service not specifically identified as a professional service.

50. "Notice of Award" means public written notification, including electronic notice, that a vendor has received an award by the Town.

51. "Notice of Intent to Award" means public written notice, including electronic notice, prior to award that shows the selection of a vendor for the award of a specific contract or purchase order.

52. "Offeror" means a person or business who makes an offer in response to a Request for Proposal (RFP).

53. "Payment bond" means a bond required of a contractor in which a surety guarantees to the Town of the contractor's obligation to pay all persons supplying labor or materials in the performance of the work provided for in the contract.

54. "Performance bond" means a bond required of a contractor in which a surety guarantees to the Town that the work/services will be performed in accordance with the contract documents.

55. "Purchase Order" means a document used by the Town to execute a purchase transaction.

56. "Official responsibility" means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove, or otherwise affect a procurement transaction or any resulting claim.

57. "Potential bidder, contractor, or offeror" means a person who, at the time the Town negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance, or construction, of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid

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or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

58. "Pre-bid or Pre-Proposal Conference" means a meeting open to all with interested bidders or offerors prior to submission of bids or proposals to review, discuss, and clarify technical considerations, specifications, or standards relative to the proposed procurement.

59. "Prequalification" means a procedure to prequalify products or vendors and limit the consideration of bids or proposals to only those products or vendors which have been prequalified.

60. "Procurement" means the process for obtaining goods or services, including activities from the planning steps and preparation of the processing a purchase requisitions, through receipt and acceptance of delivery and processing a final invoice for payment.

61. "Procurement official" means a person who is assigned to the Department of Finance who shall have the general administrative and supervisory authority for the Town's procurement process. The Purchasing Manager may appointment one or more procurement officials to assist in carrying out the procurement functions of the Town, subject to the supervision of the Purchasing Manager, and/or Finance Director or designee(s).

62. "Procurement transaction" means all functions that pertain to the Town's procurement from nongovernmental sources, including the obtaining of any goods, services or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration. A Procurement transaction may or may not result in monetary consideration for either party and applies whether the consideration is monetary or nonmonetary and regardless of whether the Town, the contractor, or a third party is providing the consideration.

63. "Professional services" means work performed by an independent contractor within the scope of practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering.

64. "Proposal" means an offer made from one party to the Town in response to a Request for Proposal (RFP) and is the basis for negotiations prior to the creation of a contract.

65. "Public body" means any legislative, executive, or judicial body, including the Town of Front Royal, agency, office, department, authority, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the

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activities described in this policies and procedures manual.

66. "Public contract" or "contract" means an agreement between the Town and a nongovernmental source that is enforceable in a court of law.

67. "Request for Information" means to request for information on goods or services available in the market which may satisfy the Town's requirements.

68. "Request for Quotation" means a request for a quote from one or more vendors under and open market procurement where the estimated cost is less than the formal solicitation limit (or $50,000).

69. "Request for Proposal" means a document, including those attached or incorporated by reference and addendum, containing or incorporating the Town's needs and is utilized for soliciting proposals. This type of solicitation is referred to herein as Request for Proposal (RFP) or competitive negotiation.

70. "Responsible bidder" or "offeror" means an individual, company, firm, corporation, partnership, or other organization who has the capability in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

71. "Responsive bidder" or "offeror" means an individual, company, firm, corporation, partnership or other organization who has submitted a bid which conforms in all material respects to the Invitation to Bid or Request for Proposal.

72. "Reverse auctioning" means a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services, excluding construction or professional services, through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidder's prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

73. "Rolling Stock" powered or unpowered transit vehicle or equipment used for transporting persons, materials, or equipment; including but not limited to cars, trucks, trailers, tractors, forklifts, rough terrain vehicles (RTV).

74. "Scope of work" means the requirements describing the contractor's responsibility for providing the specified goods and services.

75. "Single purchase" or "Spot purchase" means a one-time purchase made in an open market. If it is under the small purchase threshold, it will be made in accordance with the Small Purchase Policy. If over the small purchase threshold, it will be made by competitive sealed bidding or competitive negotiation or by an exception authorized by law.

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75. "Services" means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials, and supplies.

76. "Sole Source" means a proprietary purchase method where the good or service required is restricted to the manufacturer(s) stipulated or which is only practicably available from one source. Competition should be used if the proprietary goods or services are not sold exclusively by the manufacturer and are available from multiple suppliers, vendors or distributors.

77. "Specification" means the description of the physical or functional characteristics, or of the nature of good service or construction item. It may include a description of any requirement for inspecting, testing or preparing a good, service or construction item for delivery.

80. "Statement of Needs" means the general description of the services to be performed or the goods to be purchased, including quantity, specific tasks, parameters, etc. and is generally used in a Request for Proposal.

81. "Surplus property" consists of tangible property (e.g. equipment, materials, supplies, vehicles) that is left over after the needs for which it is acquired have been satisfied or no longer having usefulness to the Town. This includes obsolete supplies, nonexpendable supplies and equipment, and equipment that have completed their usual useful life.

82. "Term contract" means a type of contract in which a source of supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit or lump sum price.

83. "Total value" means the total of all considerations (monetary and nonmonetary) from all parties (Town, contractors and any third parties) for the initial period of the contract plus any possible renewal periods. If the total value is up to and including $50,000,the Town's Small Purchase Policy may apply. If the total value is over $50,000, a decision must be made to use competitive sealed bidding (IFB) or competitive negotiations (RFP), as deemed appropriate.

84. "Town" means the Town of Front Royal, Virginia a council-manager form of government empowered by the Town Charter to carry out the policies and programs.

85. "Virginia Public Procurement Act" or "VPPA"" refer to Chapter 43 of Title 2.2, Code of Virginia, which enunciates the public policies and state law pertaining to governmental procurement from nongovernmental sources.

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# Proposed Procurement Policies and Procedures Manual

September 11, 2023

# Purpose

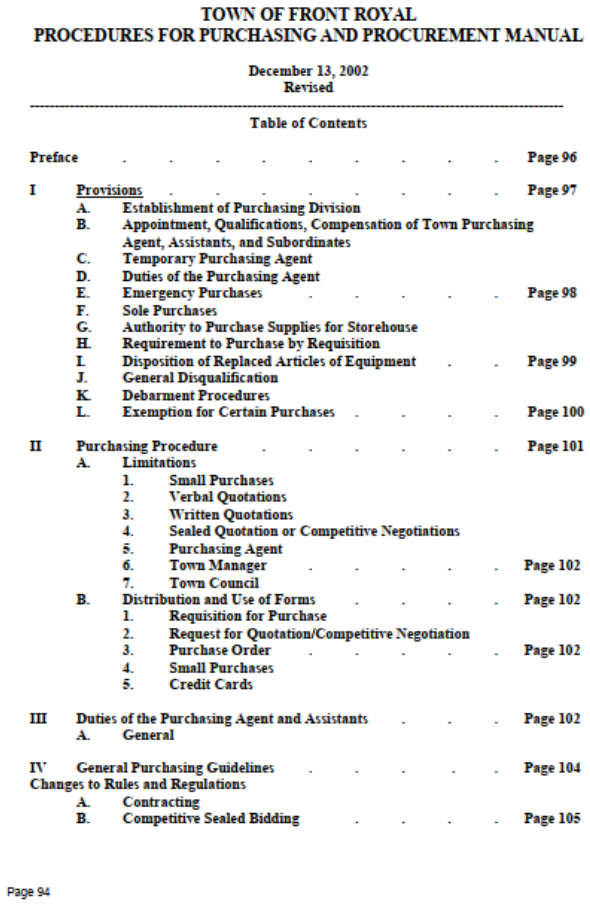
The procurement policies and procedures are intended to provide the framework to maintain a strong public confidence in the integrity of public procurement, promote competition, and obtain the most favorable price for the purchase of needed goods and services by the Town.





# Current Procurement Policies & Procedures Manual

- Last revised December 13, 2002
- Can be found in the Town of Front Royal's budgets
  - FY24 Adopted Budget page 94



TOWN OF FRONT ROYAL
PROCEDURES FOR PURCHASING AND PROCUREMENT MANUAL

December 13, 2002
Revised

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# Is the Town required a to adopt a Procurement Policy?

- No, the Town is not required to adopt a procurement policy, but the Town must adhere to the Code of Virginia, particularly Title 2.2 Administration of Government – Chapter 43 Virginia Public Procurement Act.

- *§ 2.2-4303. (Effective until July 1, 2023) Methods of procurement.*
- *A. All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding, or competitive negotiation as provided in this section, unless otherwise authorized by law.*
- *B. Professional services shall be procured by competitive negotiation.*
- *C. Goods, services other than professional services, and insurance may be procured by competitive sealed bidding or competitive negotiation.*



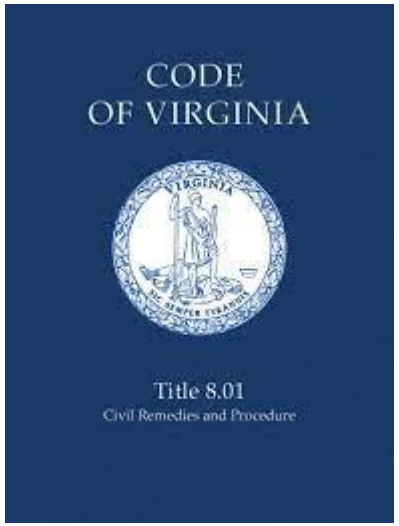
# Why should the Town adopt a procurement policy?

- Soliciting a competitive sealed bid or competitive negotiation for all goods and services would be costly, create delays, and is overall counter-productive.
  - Staff time creating the solicitation
  - Vendors responding to solicitations
  - Governing body awarding solicitations
- The Town can adopt a procurement policy that is tailored to the needs of the Town
  - Policies and Procedures can be broad/narrow or stringent/lenient as long as allowed by the Code of Virginia



# What allows the Town to adopt Policy and Procedures?

- Code of Virginia Title 2.2 Administration of Government
  - Chapter 43 – Virginia Public Procurement Act – Article 3 Exemptions & Limitations
  - A. The provisions of this chapter shall not apply to:
  - 10. Any county, city or town whose governing body has adopted, by ordinance or resolution, alternative policies and procedures which are (i) based on competitive principles and (ii) generally applicable to procurement of goods and services by such governing body and its agencies, except as stipulated in subdivision 12.



# Why should the Town adopt new procurement policies?

- The current policy was written in 2002 many things have changed in 20 years
- Online capabilities and technology have significantly advanced
- The ways in which business is conducted has changed, fax vs email, pictures vs site visit, etc.
- According to the Bureau of Labor Statistics consumer price index, the dollar had an average inflation rate of 2.56% per year between 2002 and 2023; producing a cumulative price increase of 69.92%. This means that today's prices are 1.7 times as high as average prices since 2002.
- Amount of staff and Council's time to adhere to current policy is significant
- Obtaining written quotes is sometimes arduous
- Projects are sometimes delayed awaiting written quotes or various levels of approval
- Current policy has conflicted with grant agreements, making the utilization of grant funds more difficult and caused delays



# Proposed Procurement Policy & Procedures Highlights

- Adheres to requirements of the Virginia Public Procurement Ac
- Allows electronic bidding
- Incorporates clear & revised processes for
  - Pre-qualifications
  - Requests for Information
  - Informalities
  - Debarment & Protests
  - Multiple Engineering Contracts
  - Surplus Property
- Increases thresholds






# Thresholds

| Procurement Category | 2002 Policy (Current) Estimated Amount | Proposed Estimated Amount | Competitive Quote Requirement |
|---|---|---|---|
| Small Purchase | $0-$2,000 | $0-$4,999 | One (1) single quote |
| Verbal Quotes (Not Including Rolling Stock) | $2,000-$10,000 | $5,000-$19,999 | Three (3) documented verbal quotes |
| Written/Informal Soliciations | $10,000-$25,000 | $20,000-$49,999 | Three (3) written quotes |
| Formal Solicitation<br>Invitation for Bid/Request for Proposals | >$25,000 | >$50,000 | Competitive Sealed Bidding/Competitive Negotiation |

- Thresholds would roughly double, average prices are approximately 1.7 times higher than those of 2002
- The Agency Procurement and Surplus Manual used by the Commonwealth of Virginia Department of General Services delegates authority to agencies and institutions up to and including $100,000 to use small purchasing procedures.
- Some smaller localities than Front Royal deem values up to $100,000 as a small purchase

# Levels of Approval under Proposed Policies

- <$5,000 Small Purchases - Department Head or Designee may authorize
- $5,000-$30,000 Verbal/Written Quotes – Purchasing Manager may authorize
- $30,000-$50,000 Written Quotes – Town Manger or Designee may authorize
- >$50,000 Formal Solicitation – Town Council may authorize
  - All rolling stock must still be approved by Town Council, regardless of amount



# INVITATION FOR BID (I.F.B.)




Click Here for
Current Opportunities

- Used for goods and non-professional services when the Town has a set of specifications that allows all respondents to submit bids on the same types of goods/non-professional services.
  - Usually bid for approximately 20 calendar days (minimum 10 days)
  - All respondents must use Town provided bid form to respond, no variances allowed
  - Responses are provided to Council in a tabulation giving the vendor's name, address, and amount of bid from vendor.
  - Award is made to lowest responsive and responsible bidder
  - Under proposed procurement policies, Town would be able to negotiate scope of work for an IFB with lowest bidder if available funds is exceeded and correct terminology is included in invitation for bid

# REQUEST FOR PROPOSALS

- Used for professional services and when a specific scope of work is not available. Meaning that some respondents may be able to provide different levels of services or goods; and cost is not solely the determining factor for awarding.
  - Responses usually due in 20 calendar days (minimum 10 days)
  - Factors used to evaluate proposals must be included in solicitation
  - Professional Services, such as engineering, may not use cost as a determining factor
  - Evaluation committee comprised of Town staff evaluate proposals and may request presentations to help clarify material
  - For non-professional services, the Town may enter into negotiations with multiple offerors; once completed the Purchasing Department may prepare a tally sheet.
  - For professional services, the Town may enter into negotiations with the top ranked offeror only, if an advantageous contract can not be negotiated, negotiations must be formally terminated and negotiations may begin with the next ranked offeror. If negotiations are terminated, the Town may not revisit negotiations.



# Cooperative Contracting



- Allows the Town to purchase using another public bodies contract
  - Public body will have solicited an invitation for bid or request for proposals and solicitation would have included wording to allow cooperative contracting.
  - The Commonwealth of Virginia, Sourcewell, or other public agencies will solicit IFB's or RFP's and incorporate cooperative contracting to allow agencies/localities to use the same contracts.
  - Benefits of cooperative contracting include some times lower prices because goods/services are being purchased in mass quantities, programs that are already in place at other localities,




# Sole Source




- Used when there is only one source practicably available for procurement.
  - Department Director must provide written statement for the basis of determination and identifying goods/services to be procured
  - Vendors/suppliers are sometimes able to provide justification of sole source
    - Such as when equipment or parts are not interchangeable with parts of another manufacturer; or when only a certified manufacturer can perform service or maintenance on equipment.
- Example – a Chevrolet truck requires a Chevrolet motor, multiple dealerships can provide a Chevrolet motor, which is not sole source. Similarly, the Town's waste water pumps do not have interchangeable parts with other manufacturers, but interchangeable parts are sometimes not available from multiple dealers; which could require sole source procurement.

# Emergency Procurement

- “Emergency” means a threat to life or property or an unforeseen situation, which curtails or greatly diminishes an essential service, as determined by the Town Manager or designee(s).
- Purchases may be made without competitive pricing, but must made with such competition as is practicable under circumstances.
- Examples:
  - Blizzard of 2010 (aka “Snowmageddon”) – emergency procurement used to hire contractors to help clear snow
  - Multiple pumps at WWTP failed during large rain event, depleting Town’s spare parts - emergency procurement used to obtain parts
  - SCADA (Supervisory Control and Data Acquisition) System failures – emergency procurement used for parts and repair services
  - COVID-19 Personal Protective Equipment – emergency procurement used to purchase safety equipment
- There have been several instances where the Town has used emergency procurement and was later reimbursed by F.E.M.A.; such as when there are large snow storms or tropical storms.







# Surplus Property

- "Surplus property" consists of tangible property (e.g. equipment, materials, supplies, vehicles) that is left over after the needs for which it is acquired have been satisfied or no longer having usefulness to the Town. This includes obsolete supplies, nonexpendable supplies and equipment, and equipment that have completed their usual useful life.
- Purchasing Manager is responsible for disposing of surplus property; majority of surplus property is either transferred to another department or sold using online auction.
- Proposed policy includes options for:

-Trading in equipment back to contracted vendor, including 'producer responsibility' or 'take-back clauses' in new contracts to enhance recycling options
-Permit any animal especially trained for police work to be sold at a price of $1 to the handler who last was in control of the animal.
-Any officer who at the time of his/her retirement is a full-time sworn law enforcement officer with the Town and who retires after 20 years of service, even if a portion of his/her service was with another agency, may purchase the service handgun issued to him/her by the Town at a price of $1.
-Encourages the sale or recycling of scrap items which have value for material only, such as water/electric meters, used motor oil, and obsolete electronics.
-Permit other methods of disposal when(a) the cost of the sale will exceed the potential revenue to be derived therefrom or (b) the surplus material is not suitable for sale.

# Next Steps

- Address any questions or concerns
- Request Council to approve a resolution adopting new procurement and procedure manual

# Regular Work Session Agenda Statement

**Item # 06B**

**Meeting Date: September 5, 2023**

Agenda Item: W. Criser Rd Sidewalk Project for Pedestrian Safety

Summary: Staff will provide a short presentation on the estimated cost of this project, Project phasing, utility concerns, possible right-of-way acquisition and pictures and mapping of the project.

Budget/Funding: The Town is applying for the Virginia Department of Transportation funding through the Transportation Alternatives Program which is an 80/20 Federal Program.

Staff Recommendation: Staff recommends proceeding with submitting the final application by October 2, 2023, to be eligible for Transportation Alternatives Program funds in this funding cycle.

# Regular Work Session Agenda Statement

**Item # 06C**

**Meeting Date: September 5, 2023**

**Agenda Item:** Request for an Easement on Town Property from Bill Hounshell near Duck Street

**Summary:** Staff received a request from William R Hounshell on August 23, 2023, requesting a 10' wide access/egress easement to his property located along the North Fork of the Shenandoah River, referred to as the Charles Davis parcel. The easement is necessary to ensure proper access and functionality of his property. Mr. Hounshell's property is a 5.1-acre lot situated between the railroad and the river. The Town property is approximately 1,000 feet in length and its termination point would connect to E. Duck Street.

**Budget/Funding**: None

**Staff Recommendation:** No recommendation at this time but Staff will be available for any questions.

William R Hounshell
224 Robinson Road
Front Royal Va 22630
Hounshell@gmail.com
202-271-7111
August 21, 2023

Town Manager and Front Royal Town Council
102 E. Main Street
Front Royal, Va 22630

Subject: Request for 10' Wide Access/Egress Easement

Dear Town Manager and Front Royal Town Council,

I hope this letter finds you in good health and high spirits. I am writing to formally request a 10' wide access/egress easement to my property located along the North Fork of the Shenandoah River, referred to as the Charles Davis parcel. I believe that this easement is necessary to ensure proper access and functionality of my property.

To provide you with a clear understanding of the proposed easement, I have attached a GIS map for your review. The property in question is the highlighted 5.1 acre lot, situated between the railroad and the river. On the map, the easement is represented by the red line traversing the Town property, spanning approximately 1,000' in length. Its termination point would connect to E. Duck St.

I kindly ask that you carefully evaluate my request, taking into account the importance of providing adequate and convenient access to my property.

Furthermore, I would like to express my willingness to bear the cost associated with hiring a professional surveyor to accurately draw up the easement. By doing so, I aim to demonstrate my commitment and cooperation in making this process as seamless as possible.

I sincerely thank you for your time and attention to this matter. I kindly request that you keep me informed of any updates or additional information required to move forward with my request. I trust that, with your expertise and dedication to the well-being of our community, the necessary steps will be taken to facilitate this easement.

Should you require any further information or clarification, please do not hesitate to contact me at your earliest convenience.

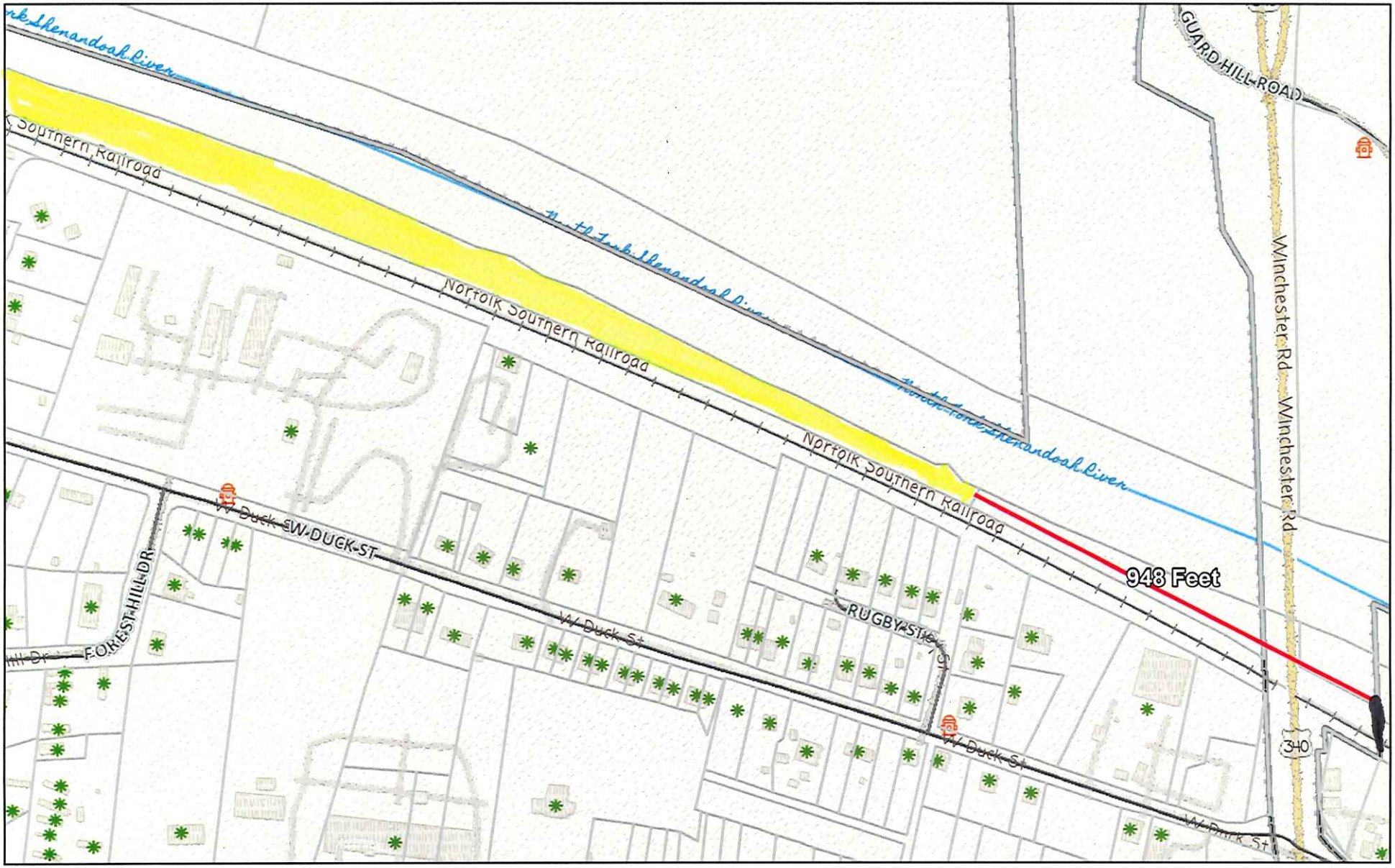
I look forward to your positive response and would be grateful for the opportunity to discuss this matter in greater detail at your convenience.

Thank you for your prompt attention to this request.

Sincerely,



RECEIVED
AUG 23 2023



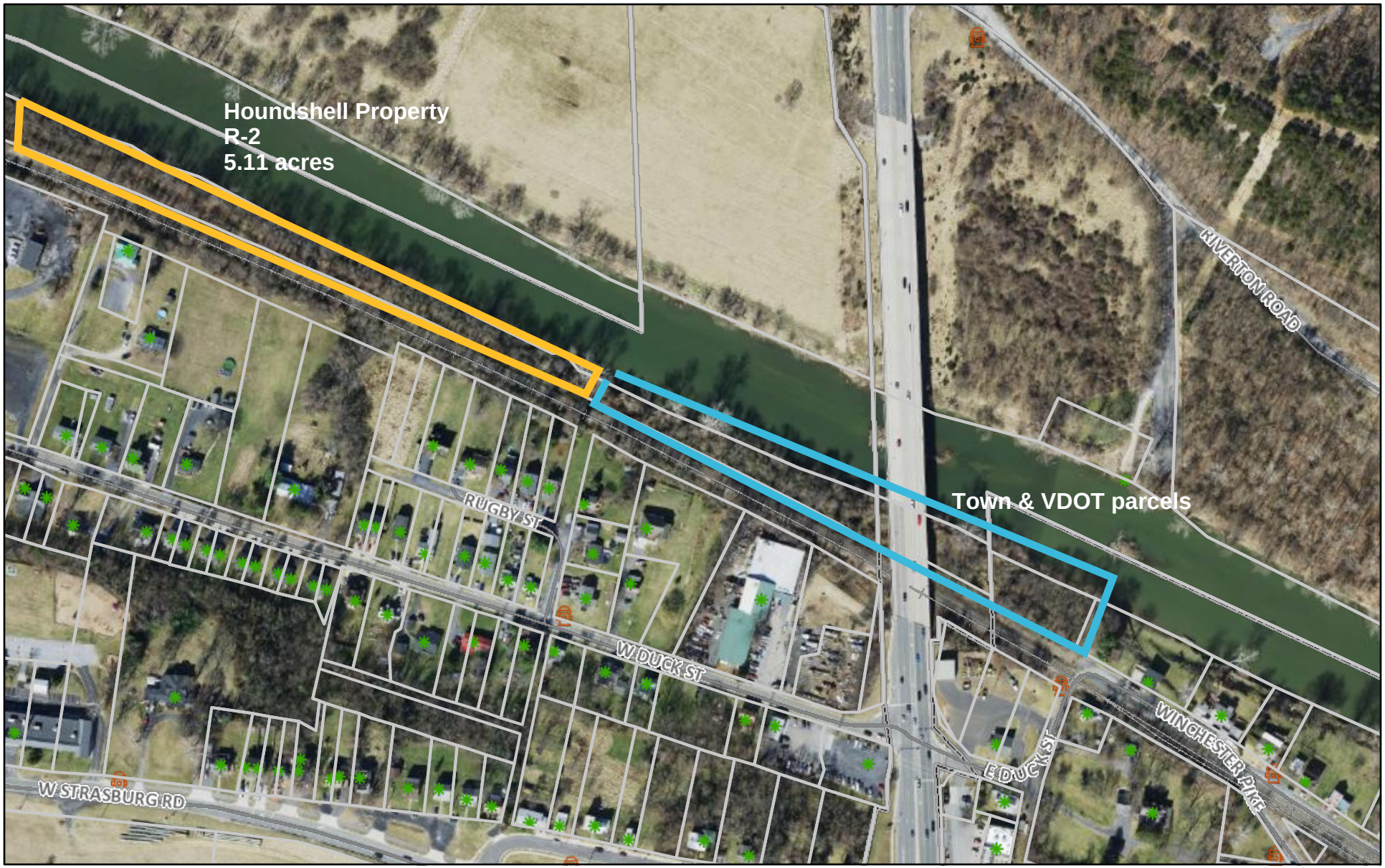

August 11, 2023

1:4,514

0 165 330 660 ft

0 45 90 180 m

Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community




August 30, 2023

1:4,514

0 165 330 660 ft

0 45 90 180 m

Virginia Geographic Information Network (VGIN)

# Work Session Agenda Statement

**Item # 07A**

## Meeting Date: September 5, 2023

**Agenda Item:** Bid for 500 kVA Three-Phase Pad-Mounted Transformer, Remanufactured

**Summary:** Council is requested to approve the purchase of a Remanufactured 500 kVA Three-Phase Pad-Mounted Transformer, for the Shell EV Charger Installation Project, at the September 25, 2023, regular meeting.

Purchasing received a request from the Department of Energy to solicit an invitation for bid and received 2 responses. Staff will be requested to award the bid to the lowest responsive and responsible bidder, Jerry's Electric, Inc., of Colman, SD, in the amount of $28,425.00. All guidelines as set forth in the Virginia Public Procurement Act have been followed.

**Budget/Funding**: The Town will be reimbursed by the customer for the funding and is currently available in line item:

| | | |
|---|---|---|
| 9401-47502 | Line Extensions | $28,425.00 |

**Staff Recommendation:** Staff recommends approving the award of contract as presented under the Consent Agenda of September 25th.

**Town of Front Royal**
**Department of Energy Services**
**P.O. Box 1560**
**Front Royal, Virginia 22630-1560**
**(540) 635-3027 Fax: (540) 631-3620**
*"Powering the community since 1894"*

# Memo

| | |
|---|---|
| To: | The Purchasing Department |
| From: | Carey Saffelle, Director of Energy Services |
| Date: | August 24, 2023 |
| Re: | Three-Phase Pad-Mounted Transformer Purchase Recommendation |

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The Department of Energy Services received two bids for the purchase of a – Remanufactured 500kVA, Three-Phase, Pad-Mounted Transformer for the Shell EV Charger Installation Project.

1. Jerrys Electric - $28,425.00
2. Larson - $71,116.36

We recommend awarding the bid to Jerry's Electric.

Funds for this purchase, which will be reimbursed to the Town by the customer, are currently available in 9401-47502 Line Extensions.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

**VENDOR SPREAD SHEET**

Town of Front Royal, VA

**Bid Tabulation Summary**
**IFB #24-2023 500 kVA 3-PH Pad-Mounted Transformer, Remanufactured**
**Bid Opening Date: 8/24/2023**
**Opening Time: 1:00 PM**

| Description | Jerry's Electric, Inc. Colman, SD | Larson Electronics LLC Kemp, TX |
|---|---|---|
| | LUMP SUM | LUMP SUM |
| 500 kVA 3-PH Pad-Mounted Transformer, Remanufactured | $28,425.00 | $71,116.36 |

**The VENDOR SPREAD SHEET is generated from the initial, raw information collected.**
No award decision has been made.

Prepared by: Michelle Campbell, Purchasing Manager

Department of Purchasing
102 E Main Street
Front Royal, VA 22630
Website: www.frontroyalva.com
Phone 540-636-6889

# Regular Work Session Agenda Statement

**Item # 07B**

**Meeting Date: September 5, 2023**

**Agenda Item:** Update to Warren County/Front Royal ARPA Tourism Recovery Plan Grant

**Summary:** We are requesting a change to the existing functionality of the current grant proposal. The new plan to utilize the grant funding from the ARPA (American Rescue Plan Act) Tourism Recovery Plan. The new plan for utilization is as follows:

Target 1: Avtex Trail & Beyond $35,000

Target 2: Visitor Center Refresh: $25,000

Target 3: Tourism Event Development: $20,000

Target 4: Marketing Campaign Expansion: $25,000

Target 5: Bentonville Boat Landing: $65,000

Included is the latest version of the ARPA Funds Proposal requirements worksheet drafted by Joe Petty, Director of Economic Development and Tourism, Warren County VA. This worksheet gives greater details to each of those target projects. The projects were chosen because of their direct Visitor impact alongside their ability to be encumbered or completed by the deadline of the grant.

**Budget/Funding**: N/A

**Staff Recommendation:** I recommend that Council sign a letter of support for the new plan to utilize the grant funding from ARPA Tourism Recovery Plan and place on the Consent Agenda for September 25th.

**ARPA Funds Proposal: Warren County**

Requirement Worksheet

| | |
|---|---|
| **Name of Project or Grant:**<br>Warren County/Front Royal ARPA Tourism Recovery Plan | New Functionality Request<br>X **Change to Existing Functionality**<br>Unplanned Work |
| **Requestor:**<br>Joseph Petty, Director of Economic Development & Tourism<br>In conjunction with the Town of Front Royal | **Requesting Department:**<br>Tourism |
| **Date Needed By:**<br>12/31/23 | **Priority:**<br>HIGH |
| **Citizen Facing or Internal Only:**<br>Citizen Facing | **Funds Allocated:**<br>$170,000 |
| **Description of Grant/Plan**<br>The Governor has allocated $170,000 to Warren County to bring tourism back to the locality after Covid-19. Warren County and the Town of Front Royal have jointly developed the approach to the ARPA grant funds contained herein. All aspects of the tourism program's expenditures are geared toward causing a visitor to stay overnight and experience the entirety of the destination. We have research to align target markets with all visitor campaigns including a proposed event strategy to further put Front Royal and Warren County "on the map" and these ARPA funds would further that mission. The plan would further enhance the visitor product, align with VTC's existing campaigns, and leverage regional collaboration. Additionally, the recommendations for the ARPA funds would stimulate new product development, event development and enhance destination services in addition to improving recognition with target audiences. | |
| **Business Value (What will this work resolve?)**<br>By taking a multi-pronged approach to the ARPA funds and strategically enhancing multiple aspects of the destination's visibility through targeted events, product development and marketing, the value to the tourism businesses will be felt through new and increased visitor spending, hotel tax increases and better service the community by delivering improved tourism value. | **Cost Estimate**<br>• Avtex Trail & Beyond: $35,000<br>• Visitors Center Refresh: $25,000<br>• Tourism Event Development: $20,000<br>• Marketing Campaign Expansion: $25,000<br>• Bentonville Boat Landing: $65,000 |

**Warren County – Front Royal ARPA Proposal**

Warren County and the Town of Front Royal have jointly developed the revised approach to the ARPA grant funds. All aspects of the tourism program's expenditures are geared toward inviting a visitor to stay overnight and experience the entirety of the destination. We have research to align target markets with all visitor campaigns including a proposed event strategy to further put Front Royal and Warren County "on the map" and these ARPA funds would further that mission. The recommendations for the ARPA funds would stimulate new product development, event development, and enhance destination services in addition to improving recognition with target audiences.

By taking a multi-pronged approach to the ARPA funds and strategically enhancing multiple aspects of the destination's visibility through targeted events, product development and marketing, the value to the tourism businesses will be felt through new and increased visitor spending, hotel tax increases and better service to the community by delivering improved tourism value. The ARPA funds will give Warren County and Front Royal the opportunity to market many facets of the community to invite tourism back to the locality.

**Avtex Trail & Beyond ($35,000)**
Located within the Town limits, the proposed 2.25 mile trail will run parallel to the Shenandoah River and connect to the existing Royal Shenandoah Greenway Trail. The funds will be used to complete the design of the Avtex trail and Signage that tells the history of the Avtex property from it once being the largest Rayon factory in the country, to EPA Superfund Site, and ultimately a 200+ acres conservancy park and recreational trail. In addition to the Avtex Trail, the design will include planning for addition bicycle and pedestrian infrastructure that will connect the trail to the future Shenandoah Rail Trail on the northern end of Town.

**Visitor's Center ($25,000)**
Enhancements to the current visitor's center is an investment that will visually enhance the experience while gaining further insight into area's vast activities. The investment will include new branding and products to draw visitors as a destination to the center.

**Tourism Event Development ($20,000)**
Historically, events have been a large part of this community. The next strategic use of the funds would be to drive incremental visitation for new and existing events in the county and town through a marketing campaign. It would promote visitors to enjoy the event and stay using our overnight accommodations. The three events are the 8th Annual Appaloosa Festival, the 51st Annual Festival of Leaves and the 36th Wine & Craft festival Festival.

**Marketing Campaign Expansion ($25,000)**
With the new creation of Experience Warren County, the marketing will be directed at new brand promotion, social media, website development, and advertisements that all highlight the tourism-related assets in Warren County. A goal of the website is to highlight and promote the County's growing short-term rental market in addition to our hotel offerings.

**Bentonville Boat Landing ($65,000)**
In 1999, Front Royal and Warren County were designated the Canoe Capital of Virginia, and this designation is most evident at one of our ten public boat ramps throughout the County. The Bentonville site on Indian Hollow Road is one of the most popular for visitors and outfitters by providing a great opportunity to launch canoes, kayaks, or tubes for a day of floating on the Shenandoah River.

**Regular Council Meeting Agenda Statement**

**Item # 08**

**Meeting Date: September 5, 2023**

# CLOSED MEETING

Motion to go into Closed Meeting

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes]

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, more specifically, the Clerk of Council, Planning Commission and Front Royal EDA; and,

2) pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, Town of Front Royal v. Front Royal Warren County EDA, et al.; and,

3) pursuant to Section 2.2-3711(A)(3) of the Code of Virginia, for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, more specifically, portions of North Street and adjacent unimproved alleyway and McKay Springs.

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.