REGULAR TOWN COUNCIL MEETING
Monday, October 23, 2023 at 7:00pm
Warren County Government Center Board Room
View LIVE on Government Access Channel 16 or https://www.frontroyalva.com/673/Town-Hall-Live

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

4. APPROVAL OF MINUTES – *I move that Council approve the Regular Meeting Minutes of September 25, 2023 and Work Session Minutes of October 2, 2023, as presented.*

5. ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS
[Items added will be placed as the last item under Business Items. Unanimous vote is required to add/delete]

6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS - None

7. PUBLIC HEARINGS

A. Receive Public Input Pertaining to an Appeal by Jim Weber from a Decision of the Board of Architectural Review (BAR) Denying the Application for a Certificate of Appropriateness Application Submitted by Jim Weber to Replace a Metal Roof with Shingles at 207 Cloud Street

B. Receive Public Input Pertaining to an Application from Aaron Hike Requesting the Town to Vacate 15,324 Square Feet of N. Royal Avenue and an Alley Between N. Royal Avenue and Virginia Avenue.

C. Ordinance Amendment to Chapter 156 Environmental Sustainability Pertaining to the Committee Name Change from Environmental Sustainability Advisory Committee (ESAC) to Advisory Committee for Environmental Sustainability (ACES).

D. An Amendment to the FY2023-2024 Budget to Carry Forward Unpaid Balances on Purchase Orders Not Completed as of June 30, 2023, and to Carry Funds Forward to FY 2024 to Complete Unfinished Projects.

8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

9. REPORTS
A. Report of Town Manager
B. Report of Councilmembers
C. Report of the Mayor

10. CONSENT AGENDA ITEMS - *I move that Council approve the Consent Agenda as presented.*
A. Award Contracts for Various Grades of Fuel and Auto Maintenance Fluids
B. Bid Award for De-Icing Road Salt
C. Bid Award for Purchase of New Transformer for Manassas Avenue Substation
D. Award of Contract for On-Call General Civil Engineering Services
E. Award of Contract for Software Consulting Services
F. Purchase of Work Order & Asset Management Software for Energy Services
G. FY24 Budget Amendment to Receive Grant Funding from Virginia Department of Health

H. Task Order for Lead Service Line Program Management Services

I. FY24 Budget Amendment to Accept Department of Criminal Justice Services (DCIS) American Rescue Plan Act (ARPA) Public Safety Grant, Approve an Agreement for the Purchases of Advanced License Plate Readers and Approve the Purchase of Two Vehicles for the Narcotics Investigations Division

J. Reappointment to LBBCA

K. Appointment to BAR

11. Business Items

A. Automated Speed Enforcement Systems Agreement with Blue Line Solutions, LLC

B. Sixty-Day Notice to Terminate Lease and License Agreement with Joseph Manson, Jr./Sarah Randolph Dated July 26, 2021, for Parking on a Parcel of Land Located Within a Public Alleyway Adjacent to 1602 N. Royal Avenue.

12. Adjourn

TOWN COUNCIL REGULAR MEETING MINUTES

September 25, 2023@ 7:00PM in the Warren County Government Center

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.

Moment of Silence
Pledge of Allegiance led by Mia-Elizabeth Vassar Miller

ROLL CALL BY CLERK OF COUNCIL

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Clerk of Council Tina L. Presley
Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.

DRAFT

APPROVAL OF MINUTES – *Councilman Ingram moved seconded by Councilwoman Morris that Council approve the Special Meeting and Regular Meeting Minutes of August 28, 2023 and Work Session Minutes of September 5 and September 11, 2023 as presented.*

Councilwoman DeDomenico-Payne advised that she notified the Clerk of Council of a couple of small insignificant changes to the regular minutes of August 28th and work session minutes of September 11th. It was confirmed that a vote was not needed for the changes.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSIINESS - None

RECOGNITIONS/AWARDS/REPORTS –

Proclamation for Public Power Week – Mayor Cockrell read the proclamation and signed it for the record.

Recognition of Service on Planning Commission – Darryl Merchant – Mayor Cockrell read the Certificate of Recognition and Council presented it to Mr. Merchant thanking him for his service.

Recognition of Achievement for Excellence in Financial Reporting – Finance Director and Staff – Mayor Cockrell read some of the letter (dated 7/24/23) sent to the Town from the Government Finance Officers Association (GFOA) notifying them of the qualifications met for the GFOA's Certificate of Achievement for Excellence in Financial Reporting by Finance Director BJ Wilson and his staff. On behalf of Council she thanked and congratulated him and his staff for their achievement.

PUBLIC HEARINGS

A. An Ordinance to Amend Town Code §175-3 and §175-110.5 Performance Standards for Urban Agriculture Pertaining to Chickens in Town Limits.

Mayor Cockrell opened the public hearing.

Barbara Martin, 1805 Belmont Avenue, voiced concern over the modification to the ordinance noting that her six chickens were free range in her backyard with a 6-foot fence and did not want to keep them confined as the modifications (if approved) would require.

Mayor Cockrell closed the public hearing and opened it up to Council.

Councilwoman Morris moved that Council deny the ordinance amendments to Town Code §175-3 Definitions and §175-110.5 Performance Standards for Urban Agriculture pertaining to chickens in Town limits, as presented.

Motion failed for lack of a second.

Councilman Rogers moved seconded by Councilwoman DeDomenico-Payne that Council approve the ordinance amendments to Town Code §175-3 Definitions and §175-110.5 Performance Standards for Urban Agriculture pertaining to chickens in Town limits, as presented.

Councilwoman Morris advised that she visited several properties that currently had chickens and amending the ordinance, as presented, did not resolve issues it only made it more regulated for those who already had chickens. She suggested sending it back to a work session for more discussion.

Councilman Rappaport stated that the current ordinance allowing six chickens was enough since the Town was becoming more urban than rural. He advised that he would be voting against the amendments.

Councilman Ingram stated that the amendment to the current ordinance amendment would restrict free range potential. He advised that he would be voting against the amendment and suggested bringing it back to Council for further review.

Councilwoman DeDomenico-Payne voiced concern on waiting three months for this ordinance to be acted upon.

Councilwoman Morris understood that urban agriculture was for citizens to either make money or provide for their families. She expressed her appreciation to the Director of Planning for their work on this revision.

There was much discussion on how to amend the original motion, noting that the majority of Council seemed to agree to discussing further in a work session. After being asked by Council on their options for a motion, Town Attorney George Sonnett suggested either to postpone or give a substitute motion.

DRAFT

Councilwoman Morris moved seconded by Councilman Ingram that Council postpone ordinance amendments to Town Code §175-3 Definitions and §175-110.5 Performance Standards for Urban Agriculture pertaining to chickens in Town limits as a substitute motion for the original motion. Councilwoman Morris further moved that it be discussed at the work session on November 6, 2023.

Councilwoman DeDomenico-Payne questioned why the ordinance amendment could not be approved tonight and referred to the Planning Commission stating Council's concerns about standards. It was noted that approving the ordinance tonight placed a further burden on those who already have chickens.; therefore, postponing the action allows Council to review further the amendments, refer those amendments to the Planning Commission and amend the Code in a way that can be better utilized and adhered to for all citizens.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, and Vice Mayor Sealock
No – Councilmen Rappaport and Rogers
Absent – N/A
Abstain – N/A ROLL CALL
(on substitute motion for the original motion)

B. An Ordinance Authorizing the Disposition and Sale of Publicly Held Real Property of Previously Conditioned Vacated North Street Extended and a Portion of an Unimproved Alley – Donald McCarty

Mayor Cockrell opened the public hearing. Since there were no speakers, the public hearing was closed and opened up to Council.

Councilwoman Morris moved seconded by Vice Mayor Sealock that Council adopt the attached ordinance entitled Ordinance Approving the Conditional Vacation of Public Rights-of-Way in and Sale of Approximately 13,001 Square Feet of Variable Width Alley and Unimproved North Street.

Councilman Rappaport reminded Council that the applicant indicated at the last meeting that he did not have a desire to remove the vegetated buffer and expressed hope that the applicant would keep the buffer for the residents. Mayor Cockrell confirmed that nothing in the negotiations or the proposed ordinance required Mr. McCarty to keep the vegetation intact.

Councilwoman Morris reminded Council that the property was needed for setbacks purposes. She voiced excitement about the development as it allowed for master bedrooms on the ground floor. Mr. Rappaport commented that the dwellings were higher end than what was normally expected.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

Sarah Randolph, 1602 N. Royal Avenue, voiced concern over the public hearing notification letter she received regarding the vacation of a right of way and alley request by Aaron Hike. She explained that the letter stated that the public hearing was Monday October 25, 2023; however, October 25th was not on a Monday but tonight was the 25th, so she voiced confusion on the exact date. Town Manager Joseph Waltz

DRAFT

apologized for the confusion and advised that it should have read October 23rd and that new letters would be sent to all the property owners with the correct date. Mrs. Randolph advised that she attended the work session where this request was first brought before Council. She explained that the parking agreement that she has with the Town did not deter anyone from using the alley, noting that there were several community members who used the alley for playing and walking. Mayor Cockrell confirmed that the gravel currently located between the houses was there before she [Mrs. Randolph] moved in. Mrs. Randolph advised that she and her family would like the option to purchase a portion of the alley.

Tyler Manson, 1602 N. Royal Avenue and husband to Sarah Randolph advised that he and his family have lived in their house for six years and have maintained the easement [alley] the entire time. He advised that his children walk, play and sled in the alley. He questioned why the alley could not stay as is and be used by everyone in the community not just one family. He reiterated that he and his family would like to purchase half the alley.

REPORTS

A. Town Manager Report – Mr. Waltz gave the following report:

Thank you, Mayor,
While we welcomed the rain over the weekend, it is only the beginning of what we need because of the extreme drought conditions. We started water conservation efforts back in the middle of August and we continued to see the river levels decrease which pushed us into emergency water conservation efforts for the first time in 120 years of providing water. Today, the levels of the river are above conservation efforts, but we gauge our efforts on a 14-day rolling average of the river and we should be out of mandatory water conservation efforts by the end of the week. While water seems to be in abundance, it's a limited resource that we need to protect and use wisely. If we are not proactive in our conservation efforts, we will find ourselves back into emergency conditions. Therefore, we plan to start a social media campaign to educate and assist our citizens in conserving water today and all year round. Together we can make a difference.
That concludes my report tonight.

B. Town Council Reports

Councilman Ingram gave an update on the Transportation Subcommittee noting that using the Front Royal trolley for transportation of the employees who worked in the 522 corridor was a topic of discussion. He advised that he attended the grand opening of *Valley Bar Bell*.

Councilwoman Morris gave an update on the Transportation Subcommittee explaining further about using the trolley as mentioned by Mr. Ingram. She noted that it was hard to walk to work in the corridor and a shuttle service would benefit those workers. She encouraged the Council to get on board with this idea.

Vice Mayor Sealock gave an update on the recent Dennis Smedley Bridge Dedication and voiced appreciation to everyone who attended and those members of staff who made certain everything was in order from writing the resolution to blocking the traffic lanes to conduct the ceremony. He noted that he would be bringing up at a future work session the dedication of a bridge in memory of Lt. Farrell.

Councilwoman DeDomenico-Payne attended the Ribbon Cutting for *Primerica Financial Services* and the Dennis Smedley Bridge Dedication noting that she appreciated law enforcement and that behind every law enforcement officer or first responder there was family supporting them. She also gave a shout out to *First Response Chimney Sweeps and Services* for their beautiful mural that was currently being painted on the side of their building.

DRAFT

Councilman Rogers thanked Mr. Sealock for leading the recognition of those who lost their lives in the line of duty, noting his attendance at the Smedley Bridge Dedication. He also attended the dedication of Melania's Gourmet on N. Royal Avenue. He concluded by stating how critical and vital infrastructure [water and electric] was to the community and the continued need of addressing issues as they come up. He reflected on the most recent water conservation in the Town.

Councilman Rappaport voiced disappointment that he could not attend the Smedley Bridge Dedication but noted his thoughts were with the family since he knew Mr. Smedley very well. He recognized Darryl Merchant for not only his service on the Planning Commission but also as President of the Blue Ridge Heritage Project and participation in Valley League and Little League Baseball. He thanked the Public Works Department for all they did, specifically for repairing the potholes on Massie Street and removing the overgrowth over the sidewalk on W. Main Street. He voiced excitement to see Happy Creek flowing again. He suggested that a future work session item for discussion include completion of the W. Main Connector from Kendrick Lane to W. Main Street noting that it would benefit the Police Department to get from point A to point B quicker.

C. Report of the Mayor noted the following events she attended: National Overdose Vigil, Ribbon Cutting for *Valley Bar Bell*, Ribbon Cutting for *Primerica Financial Services*, NAACP Dinner, Smedley Bridge Dedication [thanking Vice Mayor Sealock for championing the project], Alumni Moms of Warren County Football serving dinner to the Warren County Football Team the week of their Homecoming, Senator Kaine meeting regarding the Rail Trail, Warren Coalition's Celebrate Kids Day. She thanked all the new businesses for investing in the community. She concluded by stating *I would like to take the time tonight to point out something that is very important to me. So, you will notice that I have mentioned many events that both the Town and County officials were present. I want you to know that at those events we were all there to support our businesses, citizens, and organizations in this community. At all of those events you could see us talking, discussing, smiling and enjoying each other's company. We have a common goal to make Front Royal and Warren County a wonderful place to work, live and raise our families. I know there is always going to be some kind of talk that the Town and County relationships are fractured especially for some people around election time. But please do not believe everything you hear. I respect the County officials and want to have a positive working relationship with them. There is no place for an "us versus them" mentality here. Town citizens are County citizens, and every County representative also represents people in the Town. Community needs us to work together and I for one plan to continue to do just that.*

DRAFT

CONSENT AGENDA ITEMS

A. Bid for 500 kVA Three-Phased Pad-Mounted Transformer

Council approved the bid from Jerry's Electric, Inc., of Colman, SD, in the amount of $28,425.00 for the purchase of a Remanufactured 500 kVA Three-Phase Pad-Mounted Transformer for the Shell EV Charger Installation Project

B. Award of Contract for Installation of Influent Pumps at Wastewater Treatment Plant

Council approved award of a contract to Johnston Construction Company in the amount of $959,401.00 for the installation of influent pumps at the Wastewater Treatment Plant.

C. Award of Contract for Benefits Consulting Services

Council approved the award of a contract to Pierce Group Benefits., of Holly Springs, NC, in the amount of $10,000 per year.

D. DMV Matching Grant for Police Department and Budget Amendment
Council approved the Division of Motor Vehicles (DMV) matching grant funds for specific enforcement of speed and impaired driving for overtime costs associated with the selective enforcement efforts in the amount of $23,905.00 (Police Traffic Services/Speed enforcement: $10,605.00 and Alcohol enforcement: $13,300.00).; and approved a FY24 budget amendment in the amount of $23,905.00.

E. Resolution to Approve the Town's Procurement Policies and Procedures Manual
Council approved a Resolution adopting a new and revised Town of Front Royal's Procurement Policies and Procedures Manual pursuant to Code of Virginia §2.2-4343 subdivision 10.

F. Resolution Authorizing the Execution of 2025-2028 Fixed Volume Energy Supply with American Municipal Power, Inc. (AMP)
Council approved a Resolution for fixed volume energy supply schedule for 2025-2028 not to exceed $59.00 per MWh, as presented.

G. Resolution to Cancel Council Regular Work Session of October 10th
Council approved a resolution that would cancel their regularly scheduled work session on October 10, 2023, as presented.

H. Appointment to the Planning Commission
Council appointed Brian Matthiae to the Planning Commission said term ending August 31, 2027.

I. Appointments to the Front Royal Economic Development Authority (FREDA)
Council appointed Aiden Miller to an unexpired term ending December 13, 2024 and Thomas E. Eshelman said term ending December 12, 2026.

Councilman Ingram moved seconded by Vice Mayor Sealock that Council approve the Consent Agenda as presented.

Mayor Cockrell recognized the appointments to FREDA and Planning Commission.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

BUSINESS ITEMS - None

CLOSED MEETING
Councilman Rappaport moved seconded by Councilwoman Morris 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 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 and Front Royal – Warren County EDA v. Town of Front Royal.*

DRAFT

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Councilman Ingram moved seconded by Councilwoman Morris 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.

Vote: Yes – Councilmen DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers and Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Meeting adjourned at approximately 9:30pm.

Approved by Town Council
Date: _____

DRAFT

TOWN COUNCIL WORK SESSION MINUTES
Monday, October 2, 2023 @ 7:00pm
Town Hall Conference Room

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.

Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilwoman Amber F. Morris
Councilman H. Bruce Rappaport
Councilman Duane R. "Skip" Rogers
Vice Mayor R. Wayne Sealock

OTHERS PRESENT: Town Manager Joseph E. Waltz
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Various members of the staff and public

DRAFT

Public Hearings Slated for October 23rd

A. BAR Appeal – Certificate of Appropriateness (COA) for 207 Cloud Street from Dawn Weber – Mayor Cockrell advised that this item was discussed last month but the requestor asked that it be deferred to October; however, another deferral to November has been requested just today. She advised that since it had already been deferred once Council would discuss tonight and a public hearing would be advertised for October 23rd.

Director of Planning Lauren Kopishke gave a brief overview. She advised that her department received a call on April 27th about work being done at 207 Cloud Street. Upon inspection it was noted that the metal roof and chimney were removed, and tar paper was being laid. A stop order was issued. She advised that the Board of Architectural Review (BAR) denied the applicants appeal due to the historical guidelines in the area. She noted that she did not know the reason for the latest postponement. Councilwoman DeDomenico-Payne questioned whether the roof was in danger of deterioration during the BAR appeal process. Ms. Kopishke advised that the paper laid down should be waterproof; however, long-term use of the paper was not acceptable. She also noted that the applicant had thirty days to appeal to the Circuit Court if Council agreed with the recommendation of denial.

Mrs. DeDomenico-Payne questioned whether homeowners moving into the Historic District received a printout of all restrictions. It was noted that the restrictions could be requested by the homeowner and that most real estate agents make the new homeowner aware. Councilman Rogers advised that most homeowners in the Historic District are aware of the restrictions, similar to a Homeowners Association

(HOA). Mr. Rogers stated that he loved the Historic District with its history and architecture, noting that he was strongly in favor of maintaining the restrictions. Ms. Kopishke noted that metal roofs are lighter therefore it would have to be determined whether the shingles proposed to be laid would be too heavy for the building.

Council agreed to advertise for a public hearing on October 23rd.

B. Ordinance Amendment to Chapter 156 Environmental Sustainability Pertaining to Increase in Committee Members Appointed by Council – Mayor Cockrell reminded Council that the Environmental Sustainability Advisory Committee (ESAC) asked to change their name to Advisory Committee for Environmental Sustainability (ACES) at the last work session. She advised that Council directed staff to determine whether ESAC could increase their membership due to the many projects they were handling. Town Attorney George Sonnett advised that after researching the state code there was nothing about the size of committee; therefore, he suggested a practical limitation that would allow the committee to get things done.

Town Manager Joe Waltz advised that Justin Proctor, member of ESAC, reached out to staff and had reservations about four-year terms for the board members. He suggested that Council proceed with the name change for now and review the other amendments when ESAC was ready to present them. Mr. Sonnett noted that the committee itself was appointed by Town Council and Subcommittees were appointed by the Committee.

Council agreed to advertise for a public hearing on October 23rd.

C. FY24 Budget Amendment for Outstanding Purchase Orders – Finance Director BJ Wilson explained that the Town had to carry over unpaid balances for purchase orders not completed as of June 30, 2023, noting that they were not using any additional funds and that a majority was in the Water/Sewer Fund for the redundant waterline. He reviewed various transfers and reallocations. There was much discussion pertaining to the reallocation of funds for Property Maintenance, Blighted Buildings, and the Transportation Plan. He explained that the $92,000 for Blighted Buildings had been carried over since 2020. Councilman Rogers suggested not reallocating for blighted buildings until a discussion could determine the use of the funds.

Town Manager Joe Waltz stated that the Transportation Plan was critical and encouraged Council to reappropriate towards the Plan. He explained that he and Mr. Wilson sat down with staff to try and clean up funds that had been on the books for a while.

Mayor Cockrell questioned whether blighted buildings were going to be addressed another way. Mr. Wilson explained that there was still an operating budget for blighted buildings. Mr. Rogers reiterated that blighted buildings needed to be addressed and asked that Council delay movement of that item. Mr. Waltz advised that blighted buildings were fully funded for this year handling the day to day.

Councilman Rappaport voiced concern about not enough staff for code enforcement. Mr. Waltz advised the money could not be used for staffing.

DRAFT

Mayor Cockrell advised that a public hearing is scheduled for October 23 and encouraged Council to get with staff for their concerns related to reallocations.

Councilwoman Morris suggested reminding the public that the Town launched a place on the website to anonymously submit complaints related to blighted buildings and/or property maintenance, noting that the Planning Department was currently not overwhelmed with complaints as Council expected them to be. Mr. Rogers stated that it takes a complaint to get something started and suggested getting a plan together to address the blighted buildings and not be complaint based.

Mr. Waltz suggested that staff come back to Council in December and update them on what we are doing about blighted property.

Consent Agenda Items Slated for October 23rd

A. Bid for Fuels and Auto Maintenance Fluids – Mayor Cockrell asked if there were any questions or concerns for Purchasing Manager Michelle Campbell. Councilwoman DeDomenico-Payne questioned whether the pricing would change since fuel changed all the time. Finance Director BJ Wilson advised the pricing was for the specific date of the bid, noting that it will increase and that vendors cannot lock in long-term pricing for fuel.

B. Bid for De-Icing Road Salt – Mayor Cockrell asked if there were any questions or concerns for Purchasing Manager Michelle Campbell. It was confirmed that the average amount of tonnage varies on how much snow there was during the season.

C. Bid for Manassas Avenue Transformer – Mayor Cockrell asked if there were any questions or concerns for Purchasing Manager Michelle Campbell. Director of Energy Services Carey Saffelle advised that this was a firm bid noting it may take 52 weeks to receive.

D. Award of Contract for On-Call Civil Engineering Services – Mayor Cockrell asked if there were any questions or concerns for Purchasing Manager Michelle Campbell. Councilman Rappaport stated that the Town needed this service. Town Manager Joe Waltz advised that the service was anticipated to be long term. Mr. Wilson advised that there were several interviewees with a lot of engineering experience, but AMT had the most Virginia Department of Transportation (VDOT) experience.

E. Award of Contract for Software Consulting Services – Director of Finance BJ Wilson explained the issue of having to run two systems for receipts and was looking for software that could speak to all the department under one umbrella. He noted the importance for citizens to have options for payment and be notified of various things. He advised that the Town has had the same vendor for 20-30 years and wanted to see better options, noting the conversion would be a huge undertaking and wanted to do it right the first time. Councilman Rappaport advised that this was an Enterprise Resource Planning System where a consultant gave guidance, and the Town advised them what they wanted. Councilman Rogers liked the idea especially having the modules to grow on as they were needed.

F. Purchase of a Work Order & Asset Management Software for Energy Services – Finance Director BJ Wilson explained that this was cooperative contracting for the Energy Services Department. Director of Energy Services Carey Saffell advised that the department had maxed out Microsoft Excel and a centralized

DRAFT

work order system was needed. Mr. Wilson explained that this was a multi-year contract that exceeded $50,000 therefore needing Council's approval.

G. FY24 Budget Amendment for Virginia Department of Health Grant – Finance Director BJ Wilson advised that the funds received would be paying for Item 3(H) Task Order for Lead Service Line Program Management Services with the project being completed by October 2024. He noted that the funds would immediately be allocated to CHA.

H. Task Order for Lead Service Line Program Management Services – this was discussed in 3 (G).

I. FY24 Budget Amendment to Accept DCIS ARPA Public Safety Grant and Approve the Purchases of Advanced License Plate Readers and Two Vehicles for the Narcotics Investigation Division – Finance Director BJ Wilson advised funds would be received and used for the purchase of vehicles and license plate readers. Chief Magalis confirmed that the money must be spent on those items. Councilwoman Morris advised that other localities are using this technology. Councilman Rogers advised that it was an amazing use of technology especially at capturing criminals.

Chief Magalis advised that access to run licenses was limited to the Virginia Criminal Information Network (VCIN) ensuring that no one could misuse the information. He explained that the purchase included six (6) cameras with a four-year contract, noting they would be reassessed at that time since the technology may be outdated by then. Town Attorney George Sonnet advised that a Virginia Supreme Court case addressed Licensed Plate Readers (LPR) and concluded that they did not capture personal information.

Councilman ingram advised that the system was only as good as the data base it was tied to, reiterating that the information was not gathered on the person who was driving only the vehicle registration.

Old Business

A. Review of the Automated Systems Speed Enforcement Systems Agreement with Blue Line Solutions, LLC
Mayor Cockrell began with various questions that related to the language in the agreement with Blue Line Solutions, LLC (BLS) and asked for clarification. The following were clarified by either Town Manager Joe Waltz, Finance Director BJ Wilson, Police Chief Magalis or Town Attorney George Sonnett.

- Their audit will not be part of the Town's audit.
- Mr. Sonnett agreed to seek clarifying language about equipment responsibility, liability and warranty as identified in #8 Ownership of System and #10 Indemnification.

Vice Mayor Sealock at this point voiced frustration that the Police Chief had come before Council numerous times and Council was still "nitpicking" the agreement. He reminded Council that other jurisdictions are using this system and the Town would know from them if BLS was not being transparent. He noted that the system was a way for motorists to slow down and that the Town could not afford six more police officers on the street stressing this system was the best solution. He urged Council to direct Mr. Sonnet to complete the agreement and move on. Mayor Cockrell appreciated Mr. Sealock's sentiments but preferred to continue covering all basis by asking the necessary questions.

Mr. Sonnet advised that this was a cooperative procurement meaning the template was set more or less and terms could vary somewhat tailored to each jurisdiction. He noted that the agreement before them

DRAFT

was more restrictive to the jurisdiction not more favorable to the contractor. He continued that he made edits and tightened up with "blessings" from BLS who signed it as well. He noted that he spoke with Fauquier County about their agreement since it was signed and finalized in August. He passed out a letter that was excluded from the agreement by accident. Mayor Cockrell continued, and the following were clarified by either Town Manager Joe Waltz, Finance Director BJ Wilson, Police Chief Magalis or Town Attorney George Sonnett.

- Any changes to the state code by the General Assembly was addressed in the #3 Term and Termination
- Subsequent Notices are not necessary notices. They are optional.
- Per Exhibit A #3 Mayor Cockrell questioned whether it was the Town's responsibility to collect unpaid violations and how long to continue pursuing those collections. Mr. Sonnett advised that the Town's obligation was what they deemed "reasonable efforts". He reminded Council that the Town pays BLS per violation paid, noting that he negotiated a 80/20 split. Mr. Sonnett directed their attention to the letter in the packet dated March 31, 2023 (after Attachment A) that talked about accrued fees.
- Reasonable vehicle registrations go through Division of Motor Vehicles (DMV)
- There is a clear division between education and warning periods. Noting that they do not overlap making a total of 60 days.
- Agency is the Police Department. Chief Magalis stated that the fee was a civil penalty similar to a parking ticket. Mr. Sonnett advised that he could look into statistics of what percentage of violations were paid and those that were not.
- Mr. Sonnett advised that he would gather input from the judges and courts about whether disputed citations would increase their workload.
- Mr. Sonnet would clarify vandalism; however, the Chief advised that vandalism would be investigated. Mr. Waltz advised that the Town's insurance would take care of vandalism, noting it was similar to school flashers that might get damaged or vandalized.
- People are prosecuted for civil violations regularly.
- BLS takes care of all service and maintenance of the signs. Mr. Sonnett will question the second sentence under Exhibit D#2 pertaining to what happens after the warranty expires.
- If a citation was contested based on functionality of equipment, then a representative of BLS would be in court.
- Revenue sharing agreement was 80/20 split.
- Additional warning periods were an additional cost due to BLS incurring overhead while the Town goes through another 30-day period.
- The word "early" was clarified to be added for Exhibit C#2 last sentence. Mr. Sonnett advised that this was early termination without cause.
- The letter passed out tonight was already incorporated into the agreement.
- The cameras can only be used in school zones and would be less effective anywhere else.
- An officer would be a witness in court only if the citation was contested as a traffic violation.
- Specific language in the state code allows active school zone cameras for two hours before school begins and two hours after school ends.
- State code allows 10mph over the speed limit not 11mph as previously thought.
- Credit card fees to pay over the phone was $5.90 presumed to offset costs not used as revenue.

Council agreed to add to the October 23rd agenda for approval.

DRAFT

B. Review of License Agreements related to the Request to Vacate a Portion of N. Royal Avenue at 1516 N. Royal Avenue and an Alley between N. Royal Avenue/Virginia Avenue from Aaron Hike – Town Manager Joe Waltz advised that revised letters to the adjacent property owners were mailed and the public hearing on this matter would remain scheduled for October 23rd. Town Attorney Sonnett explained the two agreements. He noted that the Town Charter disfavors encroachments, however the state statute states that Towns can authorize them. He explained that the encroachment agreement was fine since the fence was a structure and was encroaching in the alley. He advised that in the second agreement the Town did not have exclusive use of the alley and therefore could not convey real property to another for parking purposes. He noted that the Town uses the alley in conjunction with the public's right to use the alley for ingress and egress. He opined that the second agreement could be terminated on short notice. It was confirmed that previous counsel signed off on the lease. Mr. Sonnet stood by his opinion that the second lease was not legal. Mayor Cockrell advised that the "little patch of gravel" looks like a parking space, and it was there when the current owners moved there. Mr. Sonnett advised that it was not an encroachment because there was no structure.

Mr. Sonnett reiterated that the first agreement prior Council had the right to approve by state code and could be terminated with sixty days' notice. The second agreement begs the question of the grant it purports to make and could be terminated on short notice, noting it was Council's pleasure as to their action.

Mayor Cockrell confirmed that the public hearing on the vacation request was set for October 23rd. Mr. Waltz advised that Council would have three options for actions (deny, approve, or send to the Viewing Committee). He advised that he would get more information on the request to vacate the right-of-way in front of Mr. Hike's property.

Mr. Sonnett noted that if the vacation request were to be approved on the 23rd, the two agreements would go away, stressing that Council deal with the vacation on its own merits. Mr. Waltz reminded them that there would be another public hearing after October 23rd to sell the property if that was Council's action on the 23rd.

There was much discussion on what the next steps were for Council as it related to the agreements' validity since the residents were not at fault. Again Mr. Sonnett reminded Council to keep the two issues separate.

Council agreed to rectify the situation with the "parking" agreement by placing it on the October 23rd agenda to invalidate it.

New Business

A. Liaison Committee Meeting Items for October 19th Meeting – Mayor Cockrell asked Council for items they would like to place on the next Liaison Committee Agenda. They agreed to the following:

- liaison policy revisions
- tax delaying
- youth center update
- Avtex Conservancy update

Councilman Rappaport agreed to attend with the Mayor.

DRAFT

CLOSED MEETING

Councilwoman Morris seconded by Councilman Ingram 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 Board of Architectural Review, Local Board of Building Code Appeals, FREDA and UFAC; and,*

2) *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, "McKay Springs"; and*

3) *pursuant to Section 2.2-3711(A)(7) of the Code of Virginia, for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, more specifically, HEPTAD v. Town Council; and,*

4) *pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, proposed agreement with Reaching Out Now, Inc.*

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Councilman Ingram moved seconded by Councilwoman Morris 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.

Vote: Yes – Councilmembers DeDomenico-Payne, Ingram, Morris, Rappaport, Rogers, Vice Mayor Sealock
No – N/A
Absent – N/A Abstain – N/A ROLL CALL

Adjourned at 9:45pm

Approved by Town Council

Date: ----------

DRAFT

Regular Council Meeting Agenda Statement

Item # 07A

Meeting Date: October 23, 2023

Agenda Item: PUBLIC HEARING - Receive Public Input Pertaining to an Appeal by Jim Weber from a Decision of the Board of Architectural Review (BAR) Denying the Application for a Certificate of Appropriateness Application Submitted by Jim Weber to Replace a Metal Roof with Shingles at 207 Cloud Street

Summary:

April 27, 2023 – Staff issued a stop work order for 207 Cloud Street (tax map 20A7-4-146). 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. At this time the removal of the existing metal roof was completed, and the installation of plywood decking had started.

June 20, 2023 - a Certificate of Appropriateness was submitted from Jim Weber to replace an existing metal roof with an asphalt- shingle roof at 207 Cloud Street. (enclosed)

August 8, 2023 – the Board of Architectural Review (BAR) denied the application to permit the change of material on a structure in the historic district overlay district. The plywood decking work is now completed on the entire roof system including the installation of a roof underlayment.

August 16, 2023 – the applicant was sent a letter by staff advising them of the denial and the appeal process as stated in Town Code Chapter 175-94. (enclosed)

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.

August 21, 2023 - the applicant (Dawn Weber) sent an email disputing the decision of the BAR (enclosed)

August 31, 2023 – the applicant asked to delay the appeal process until October. The agendas had already been published and therefore was not heard during the September 5th work session.

October 2, 2023 – the appeal process was placed on the work session; however, a request from the applicant (Dawn Weber) to further delay the appeal process until November came to staff at 2:38pm on October 2nd. Council heard the nature of the appeal from staff, the applicant not appearing, and asked that staff advertise for a public hearing to be heard on October 23rd.

Staff recommends upholding the determination of the BAR due to the dwelling being a contributing structure in the Town's Historic District.

Budget/Funding: None

Meetings: Work Sessions held September 5 (no presentation of the appeal) and October 2, 2023

Proposed Motion:

1) I move that Council UPHOLD the determination of the Board of Architectural Review (BAR) on August 8, 2023, denying the application for a Certificate of Appropriateness submitted by Jim Weber to Replace a Metal Roof with Shingles at 207 Cloud Street.

2) I move that Council OVERRULE the determination of the Board of Architectural Review (BAR) on August 8, 2023, denying the application for a Certificate of Appropriateness submitted by Jim Weber to Replace a Metal Roof with Shingles at 207 Cloud Street.

Moved _____ *Seconded* _____

DeDomenico-Payne _____ *Ingram* _____ *Morris* _____ *Rappaport* _____ *Rogers* _____ *VM Sealock* _____

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

Tina Presley

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

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

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



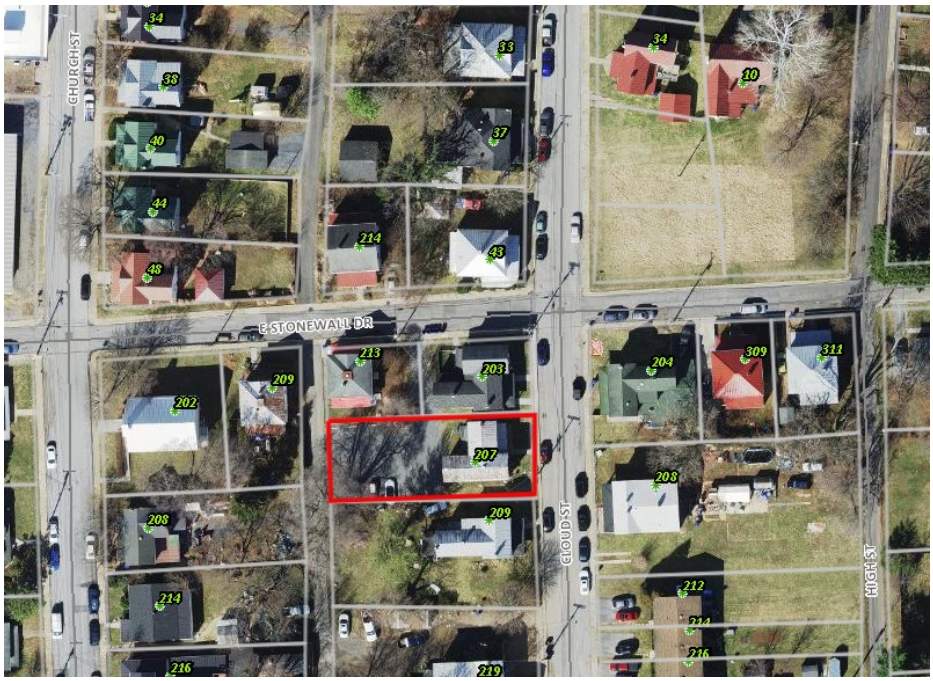
Photo 6 – view of rear, left corner building elevation – current view July 2023



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: 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. 2. To promote tourism by protecting historical and cultural resources attractive to visitors and thereby supporting local business and industry. 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. 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. 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. 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. 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) Architectural Description --- 2/2 double-hung sash windows. 1-story front bay window. 1-story 2-bay front porch. 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.
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. • 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: a. General design b. Character and appropriateness of design c. Form d. Proportion and scale e. Mass f. Configuration	
	Additional Guidelines: ● The reviewing bodies shall not adopt or impose any specific architectural style in the administration of this Article. ● 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. ● 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



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.

DRAFT

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.

DRAFT

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

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

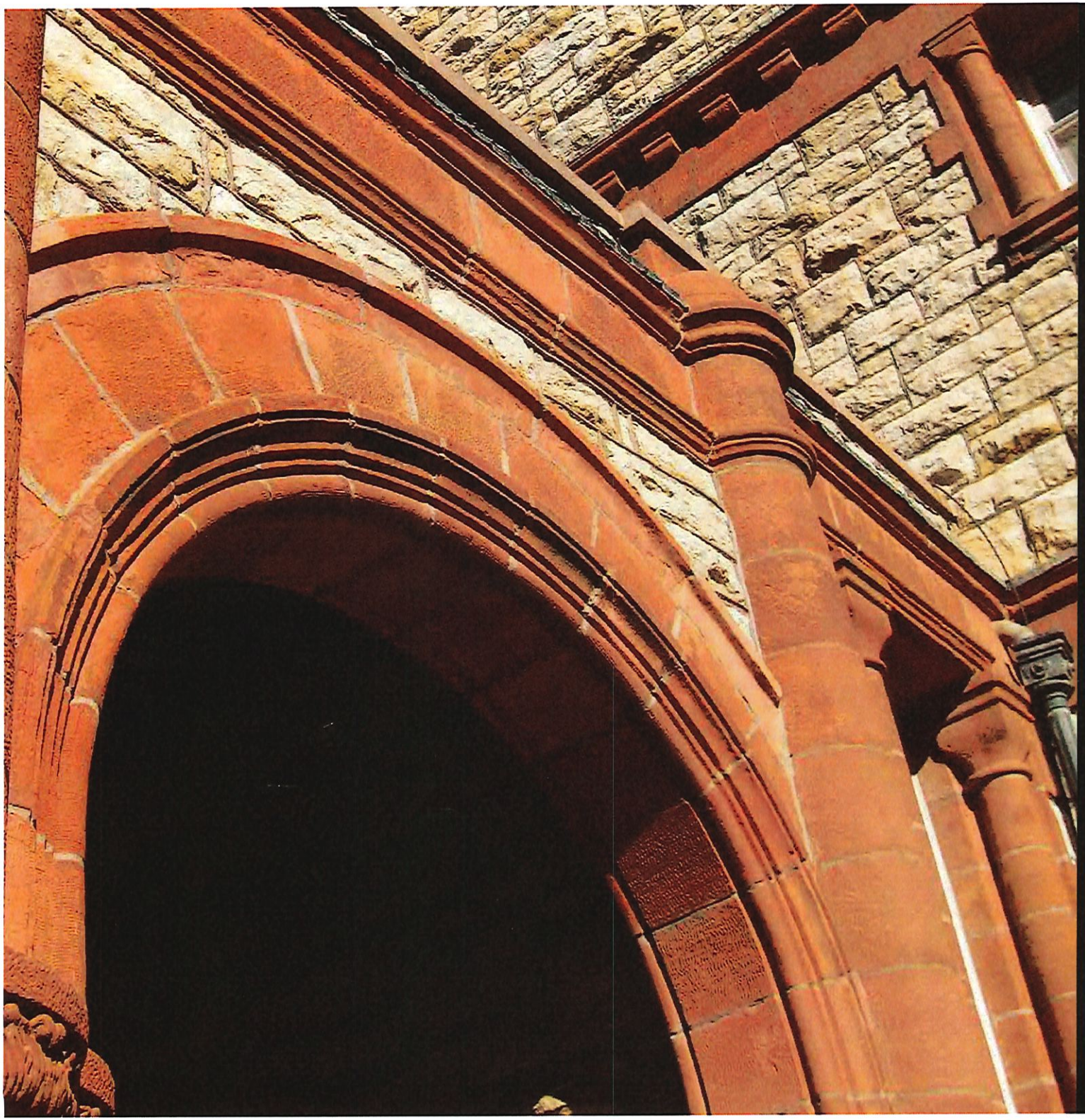
Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

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

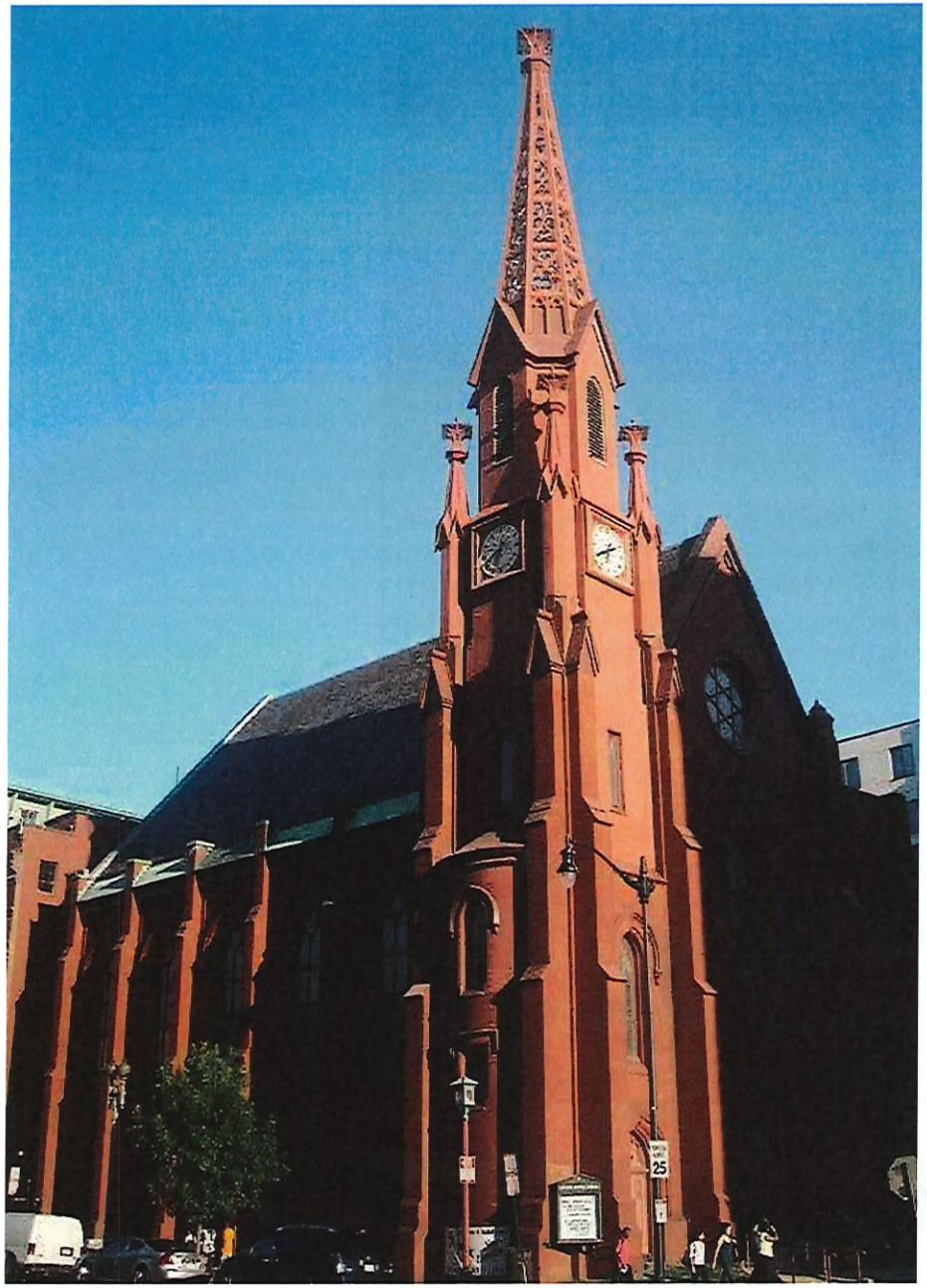
Under the National Historic Preservation Act (NHPA), the Secretary of the Interior is responsible for establishing professional standards and for providing guidance on the preservation of the nation's historic properties. *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 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.

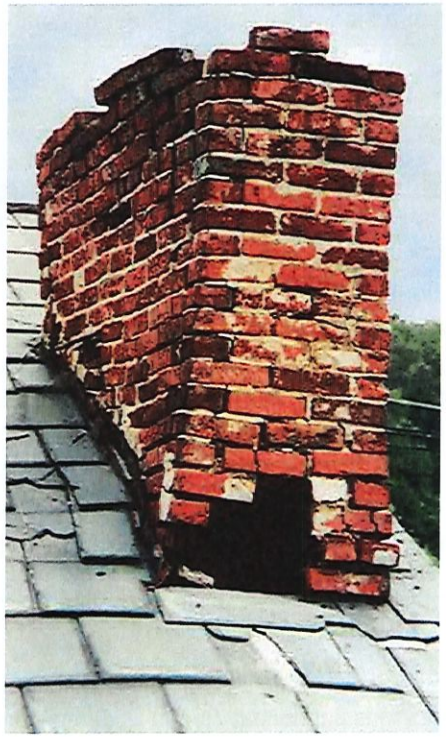
The Secretary of the Interior's Standards for the Treatment of Historic Properties are regulatory only for projects receiving Historic Preservation Fund grant assistance and other federally-assisted projects. Otherwise, these Guidelines are intended to provide general guidance for work on any historic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

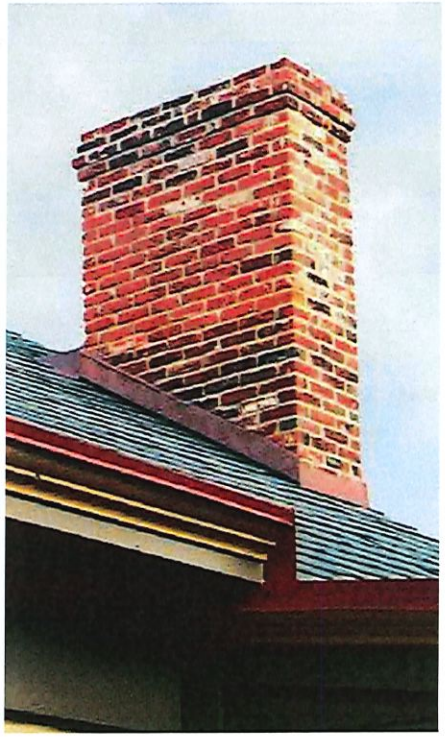
Another regulation, 36 CFR Part 67, focuses on "certified historic structures" as defined by the Internal Revenue Service Code of 1986. The Standards for Rehabilitation cited in 36 CFR Part 67 should always be used when property owners are seeking certification for federal tax benefits.

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. Failing to document roof features from the restoration period, which may result in their loss. Changing the type of paint or coating or the color of restoration-period roof features, unless the work can be substantiated by historical documentation. 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. 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. 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.

PROPOSED REVISED MOTION(S)

Regular Council Meeting Agenda Statement

Item #07B

Meeting Date: October 23, 2023

Agenda Item: PUBLIC HEARIING - Receive Public Input Pertaining to an Application from Aaron Hike Requesting the Town to Vacate 15,324 feet of N. Royal Avenue and an Unimproved Alley Between N. Royal Avenue and Virginia Avenue

Summary: Aaron Hike, 1516 N. Royal Avenue has requested the Town vacate 15,324 feet of N. Royal Avenue located in front of 1516 N. Royal Avenue and the unimproved alley located between N. Royal Avenue and Virginia Avenue and adjacent to 1516 N. Royal Avenue. Adjacent property owners were notified of tonight's public hearing.

Budget/Funding: None

Meetings: Work Session held September 11, 2023.

Proposed Motions:

1) I move that Council appoint viewers to view the vacation application from Aaron Hike to discontinue and vacate 15,324 feet of N. Royal Avenue, and an unimproved alley between N. Royal Avenue and Virginia Avenue, and adjacent to 1516 N. Royal Avenue, and report any inconveniences that would result to the public from granting approval of the request of Aaron Hike application.

2) I move that Council deny the vacation application from Aaron Hike to discontinue and vacate 15,324 feet of N. Royal Avenue, and an unimproved alley between N. Royal Avenue and Virginia Avenue, and adjacent to 1516 N. Royal Avenue.

3) I move that Council approve the vacation application from Aaron Hike to discontinue and vacate 15,324 feet of N. Royal Avenue, and an unimproved alley between N. Royal Avenue and Virginia Avenue, and adjacent to 1516 N. Royal Avenue conditioned upon the purchase of the property from the Town by abutting property owner(s) for an agreed price to be paid within ninety (90) days of approval. I further move that Council authorize the Town Manager to negotiate a purchase price with abutting property owner(s) to be presented to Council for approval.

VACATION OF STREETS AND ALLEY and OTHER TOWN RIGHTS-OF-WAYS APPLICATION

RECEIVED
JUL 27 2023
#2300498
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

APPLICANT INFORMATION
(please print)

Name Aaron Hike

Mailing Address 1516 N Royal Ave

Phone # 540-683-1923 **E-mail** Hikeconstruction@gmail.com

VACATION INFORMATION

Description (please select all that apply)
- ☐ Street/Portion of Street
- ☒ Alley/Portion of Alley
- ☐ Other *(please specify)*

Location Portion of Alley between N Royal and Va ave. in line with 16th st. that is unimproved & unmaintained

Reason for request Alley disputes between neighbors, adjoing owners are on board with vacation.

☒ **Current Plat Attached Showing Property to be Vacated**

Applicant's Signature _____ **Date** 7-26-23

Completed application shall be returned by mail or delivery to:
Town Manager's Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630
Additional Information: Town Manager's Office (540)635-8007, Monday-Friday, 8:00am – 5:00pm

Revised 8/5/2020



July 27, 2023

1:1,128

0 40 80 160 ft

0 12.5 25 50 m

Virginia Geographic Information Network (VGIN)

TOWN ALLEY SURVEY,
NORTH RIVER DISTRICT,
TOWN OF FRONT ROYAL,
WARREN COUNTY, VIRGINIA

SCALE:	DATE:	DRAWN BY:
1" = 50'	AUG. 24, 2020	PMH
JOB:	PAPER SIZE	SHEET:
W20-80	8.5" x 14"	1 OF 1

CLIENT: TOWN OF FRONT ROYAL

DRAWING FILE: TOWN ALLEY.dwg

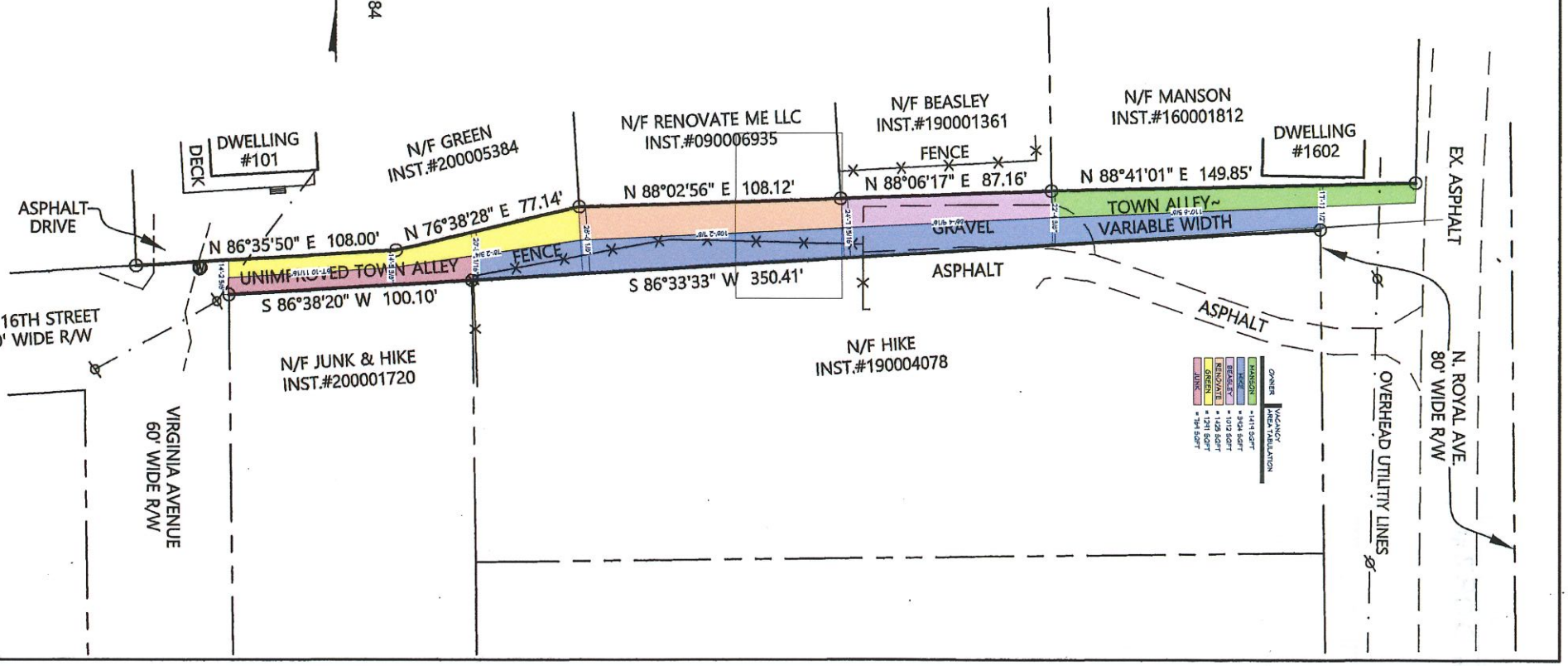
PREPARED BY:
PIONEER LAND SURVEYS PLC
P.O. BOX 1012
FRONT ROYAL, VA 22630
540-631-0700

NOTES:
1. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
2. NO TITLE REPORT WAS FURNISHED. THESE PROPERTIES ARE SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.

COMMONWEALTH OF VIRGINIA
8/24/20
PRESTON M. HUMPHREYS
Lic. No. 3232
LAND SURVEYOR

LEGEND
- O = IRON PIN FOUND
- W = WATER METER
- ⌀ = UTILITY POLE

0 50 100 150



TOWN ALLEY SURVEY,
NORTH RIVER DISTRICT,
TOWN OF FRONT ROYAL,
WARREN COUNTY, VIRGINIA

SCALE:	DATE:	DRAWN BY:
1" = 50'	AUG. 24, 2020	PMH
JOB:	PAPER SIZE	SHEET:
W20-80	8.5" x 14"	1 OF 1

CLIENT: TOWN OF FRONT ROYAL

DRAWING FILE: TOWN ALLEY.dwg

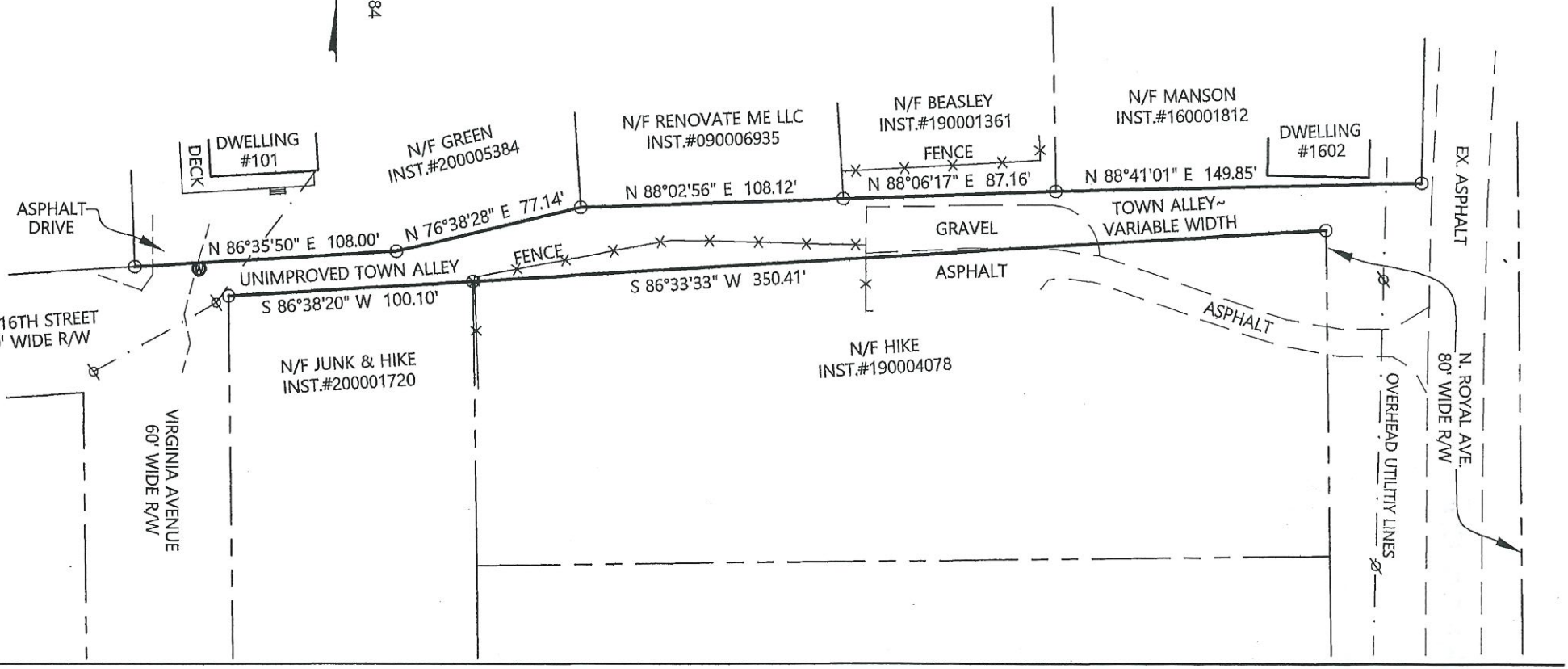
PREPARED BY:
PIONEER LAND SURVEYS PLC
P.O. BOX 1012
FRONT ROYAL, VA 22630
540-631-0700

NOTES:
1. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
2. NO TITLE REPORT WAS FURNISHED. THESE PROPERTIES ARE SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.

COMMONWEALTH OF VIRGINIA
8/24/20
PRESTON M. HUMPHREYS
Lic. No. 3232
LAND SURVEYOR

LEGEND
○= IRON PIN FOUND
Ⓦ= WATER METER
⊘= UTILITY POLE

0 50 100 150



VACATION OF

TOWN OF FRONT ROYAL ALLEY,

NORTH RIVER DISTRICT,

WARREN COUNTY, VIRGINIA

SCALE:	DATE:	DRAWN BY:
1" = 50'	AUG. 11, 2023	PMH
JOB:	PAPER SIZE	SHEET:
W20-80	8.5" x 14"	1 OF 1

DRAWING FILE: WHOLE VACATION.dwg

INST.#200005384

NOTES:

1. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
2. NO TITLE REPORT WAS FURNISHED. THESE PROPERTIES ARE SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.
3. ZONED: R-1

LEGEND

○= IRON PIN FOUND

●= IRON PIN TO BE SET

⊗= UTILITY POLE

LINE	BEARING	DISTANCE
L1	N 00°38'53" W	14.08'
L2	N 86°35'50" E	69.39'
L3	N 76°38'28" E	31.45'
L4	N 00°38'53" W	19.60'
L5	N 76°38'28" E	45.69'
L6	S 01°31'07" W	151.47'
L7	S 89°20'48" W	18.12'

COMMONWEALTH OF VIRGINIA

8/11/23

PRESTON M. HUMPHREYS

Lic. No. 3232

LAND SURVEYOR

PREPARED BY:

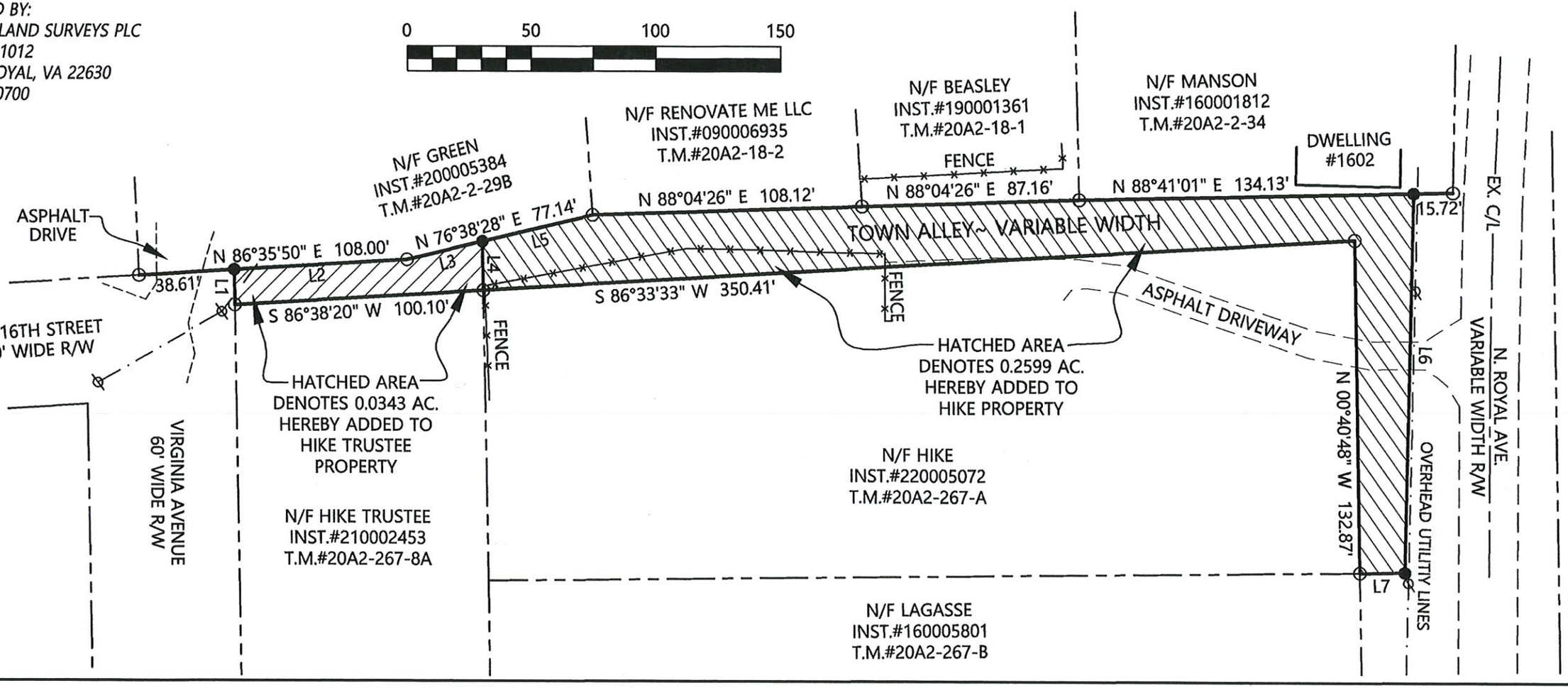
PIONEER LAND SURVEYS PLC

P.O. BOX 1012

FRONT ROYAL, VA 22630

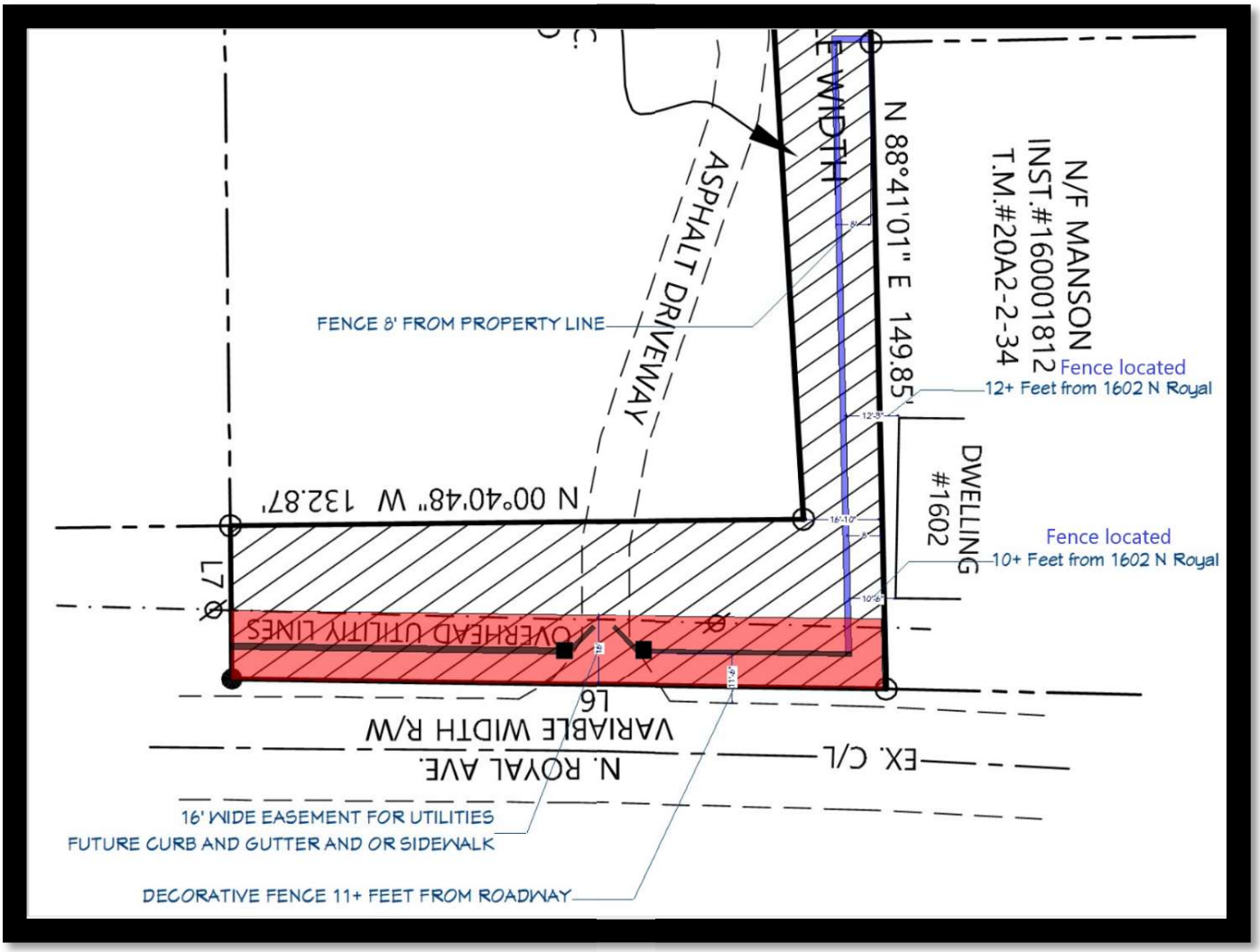
540-631-0700

0 50 100 150

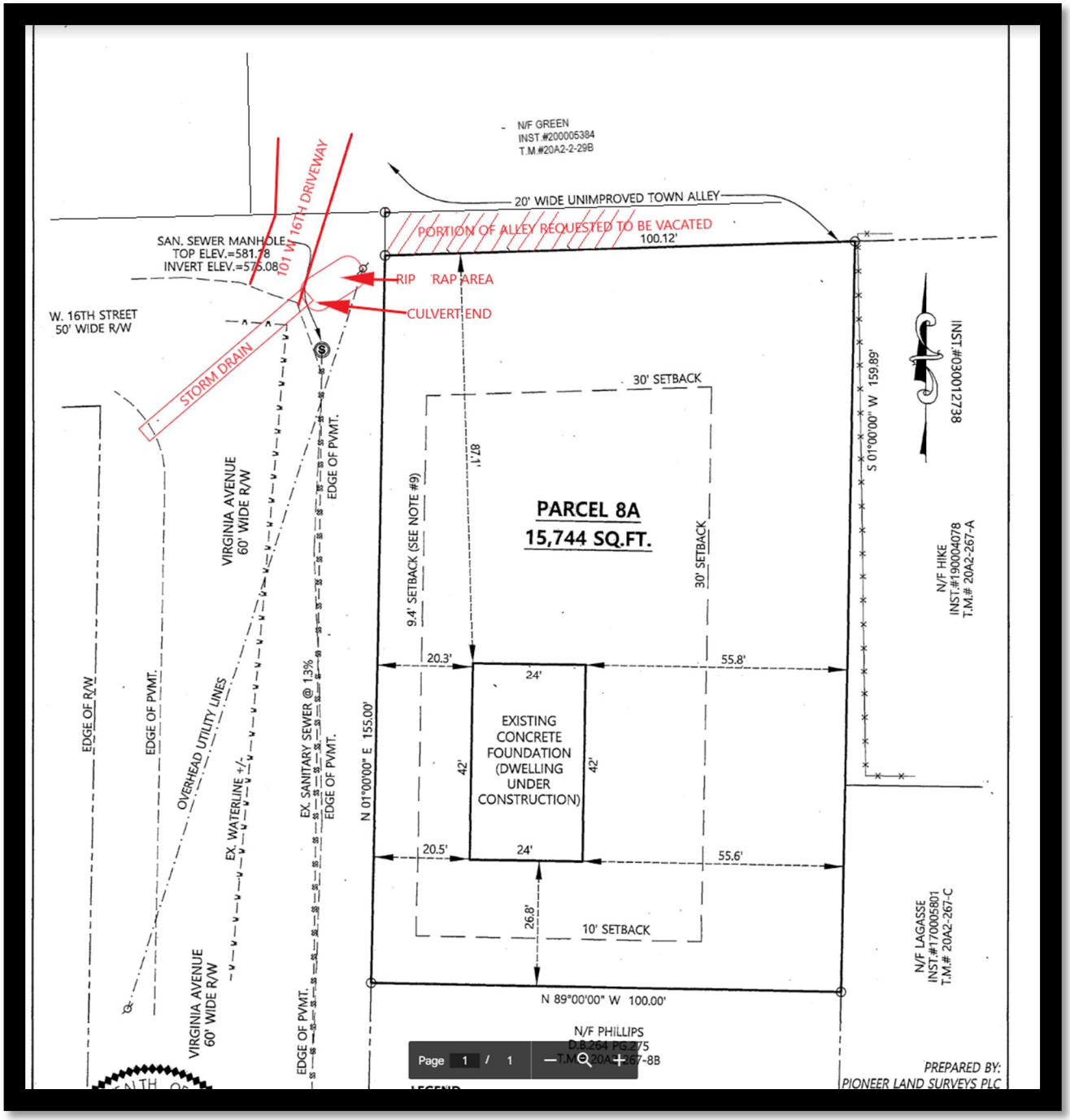


ADDITIONAL INFORMATION

Plat Showing proposed fence location, distance of fence from house and property line, easement for utilities and sidewalks.



Plat of 1505 Virginia Ave showing locations of the driveway for 101 W 16th and culvert are not in the alley. Public works confirmed that they are not an issue if alley is to be vacated.



Correspondence on original vacation request in 2020

From: **Christopher Brock** <cbrock@frontroyalva.com>
Date: Thu, Oct 22, 2020 at 4:51 PM
Subject: RE: alley Vacation
To: Aaron Hike <hikeconstruction@gmail.com>

That's probably not going to work, So If that's your finial then send an email to Matt by close of business tomorrow. He will deny both applications at that point.

Christopher G. Brock SGM (USA Retired)
Deputy Zoning Administrator
540-635-4236 Office

From: Aaron Hike <hikeconstruction@gmail.com>
Sent: Thursday, October 22, 2020 11:49 AM
To: Christopher Brock <cbrock@frontroyalva.com>
Subject: Re: alley Vacation

I would be agreeable to a 75/25% split in her favor. Odds are it would be a 50/50 split on the rest of it. I heard she was looking at moving, maybe we should wait for someone who is more reasonable.

On Mon, Oct 19, 2020 at 4:03 PM Christopher Brock <cbrock@frontroyalva.com> wrote:

> I don't have any thoughts on it. What ever you and Matt talked about would be decided by council.
> Letters would go out to the adjacent owners and they would have time to chime in. TM wants to get it into councils hands or at least the process of notification started.
>
> Christopher G. Brock SGM (USA Retired)
> Deputy Zoning Administrator
> 540-635-4236 Office

From: Aaron Hike <hikeconstruction@gmail.com>
Sent: Monday, October 19, 2020 2:52 PM
To: Christopher Brock <cbrock@frontroyalva.com>
Subject: Re: alley Vacation

I would like to see it vacated. I have not had a chance to reach out to the other adjacent property owners to see what they would be agreeable to. What's your thoughts on just splitting the whole thing down the middle? I can clear anything I have in the right of way out if needed.

On Mon, Oct 19, 2020 at 1:36 PM Christopher Brock <cbrock@frontroyalva.com> wrote:

> Aaron,
> You've had a few days to review the vacation, how do you want to proceed?
> Town manger wants this done within the next 45 days. Either vacate the ROW through council or cleared.
>
> Christopher G. Brock SGM (USA Retired)
> Deputy Zoning Administrator
> 540-635-4236 Office

TOWN OF FRONT ROYAL
TOWN MANAGERS OFFICE
102 E. MAIN STREET
PO BOX 1560
FRONT ROYAL, VIRGINIA 22630-1560
(540) 635-8007
(540) 636-7475 (Fax)

MATTHEW A. TEDERICK
Interim Town Manager
tederick@frontroyalva.com

October 28, 2020

Aaron Hike
1516 N. Royal Avenue
Front Royal, Virginia 22630

Re: Alley Vacation Denial

Dear Mr. Hike,

After good faith consideration and countless discussions, your request to vacate a portion of the Town of Front Royal alley located north and east of your property has been denied. A fair and equitable offer was provided to you pertaining to your request that required an answer no later than Friday, October 23, 2020. As no answer has been received by you, the offer is deemed rejected and is hereby withdrawn.

Therefore, in accordance with Town Code Section 130-2(B), *Unlawful Construction Within Public Right-of-Way*, I hereby direct you to remove all items from this alley placed there by you in violation of the above referenced Code and restore the alley to its original condition no later than November 30, 2020. Failure to comply with this directive will result in additional enforcement action as afforded by law in Town Code to compel compliance.

Sincerely,

Matt Tederick
Interim Town Manager

Attachment: Front Royal Town Code Section 130-2(B)

ENERGY SERVICES COMMENTS:

Notes

	Date	Entered By	Note	
✎	08/01/2023	Lynn, Mary	No concerns from the Department of Energy Services.	🗑

Property

Parcel	Address	City	State
+ 20A2 267 A	1516 N ROYAL AVE	FRONT ROYAL	VA

PUBLIC WORKS COMMENTS:

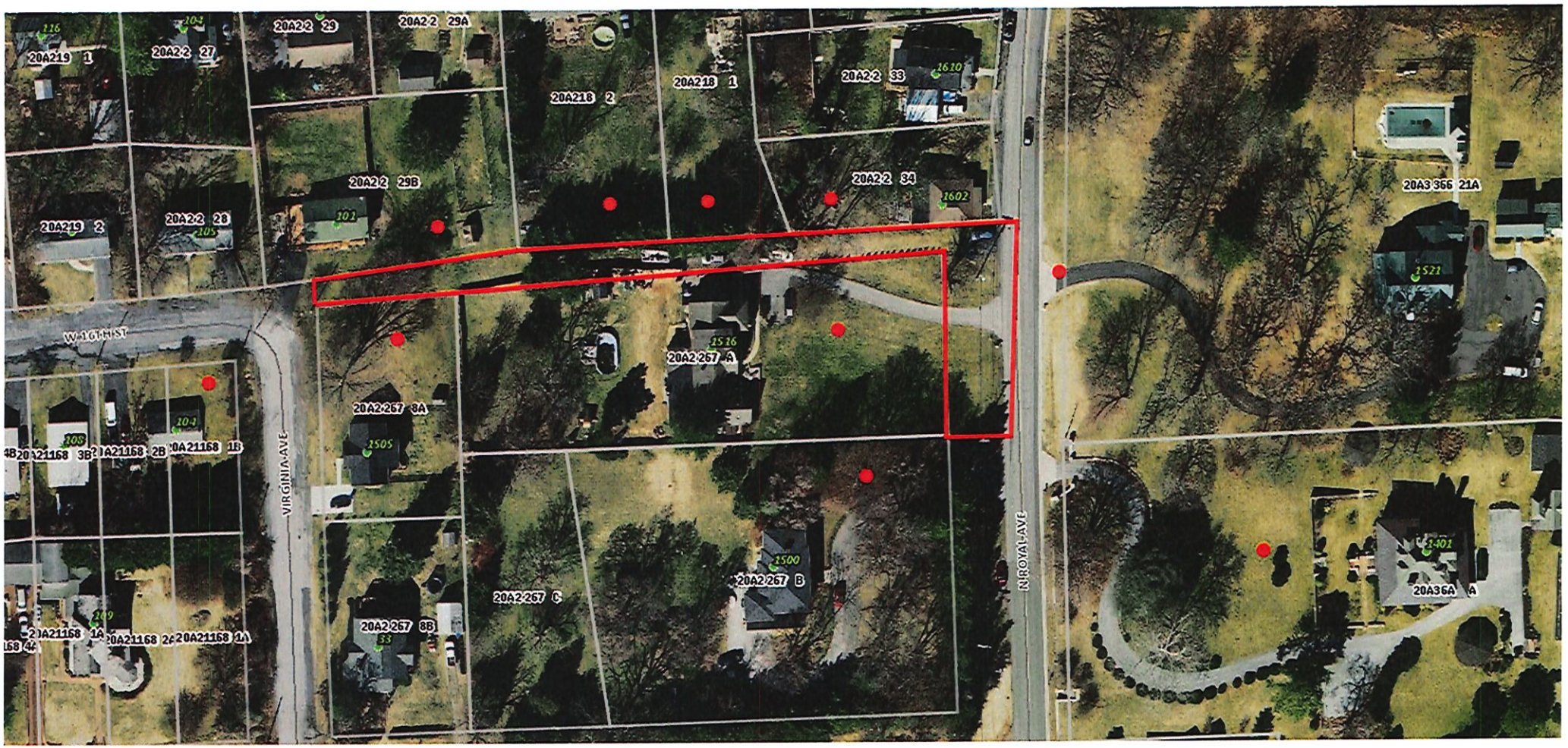
Notes

	Date	Entered By	Note	
✎	09/26/2023	Boyer, Robert B.	9/26/2023: We originally thought the driveway and drain culvert pipe was in a portion of the alleyway that was requested to be vacated. By the updated plat it shows better in red that neither of those are located in the alleyway, the only thing the applicant needs to remember that the culvert there drains down a portion of this alleyway. **These comments are VOID: 8/10/2023 On the W. 16th St side of the town alleyway there's a storm drain culvert the extends into the alleyway. It looks like part of the asphalt driveway for 101 W. 16th St is located on a portion of the town alleyway.	🗑

Property

Parcel	Address	City	State
+ 20A2 267 A	1516 N ROYAL AVE	FRONT ROYAL	VA

2300498 – ALLEY VACATION – AARON HIKE – 1516 N ROYAL AVENUE



1521 N ROYAL AVE

Property Details

Current Owner

Name: BUTLER DAVID E & JEAN A

Mailing Address: 1521 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1521 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A3 366 21A

Account #: 9885

Total Acres (Includes all Sublots): 4.2529

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: PAR 21 BL 66 & L 1,2,3

Legal Description 2: BL 69, L 18,19,20 BL 66,

Legal Description 3: & UNIMP 16TH ST LR17-6961

Legal Description 4: N/A

Instrument Type and Year: LR 2016

Instrument Number: 6460

Slide Number: 282

Slide Index: B

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$196,300	$589,200	$785,500

Grantor	Sale Price	Sale Date
LEVY JANE D/NEVILLE JOSEPH DENNY	$503,100	12/6/2016

Number of Parcels Involved in Sale

1

1401 N ROYAL AVE

Property Details

Current Owner

Name: MANNIS LUTHER & SHARON ANN

Mailing Address: 1401 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1401 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A36A A

Account #: 10004

Total Acres (Includes all Sublots): 2.92

Zoning: R-3

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Commercial/Industrial

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: TRACT A WM E CARSON EST

Legal Description 2: (RESUB PARCEL D-E & PT R)

Legal Description 3: ALSO 20 FT ALLEY DB 484-873

Legal Description 4: N/A

Instrument Type and Year: LR 2017

Instrument Number: 223

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$163,000	$730,400	$893,400

Grantor	Sale Price	Sale Date
BERGIDA MARVIN M	$550,000	1/17/2017

Number of Parcels Involved in Sale

1

1500 N ROYAL AVE

Property Details

Current Owner

Name: LAGASSE FRANK E & ANITA C

Mailing Address: 1500 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1500 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A2 267 B

Account #: 9134

Total Acres (Includes all Sublots): 1.177

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L B B67

Legal Description 2: N/A

Legal Description 3: N/A

Legal Description 4: N/A

Instrument Type and Year: LR 2016

Instrument Number: 5801

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$86,300	$500,200	$586,500

Grantor	Sale Price	Sale Date
MABRY RONALD L & SANDRA S	$405,000	11/2/2016

Number of Parcels Involved in Sale

2

1516 N ROYAL AVE

Property Details

Current Owner

Name: HIKE AARON L & HARMONY F

Mailing Address: 1516 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1516 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A2 267 A

Account #: 9133

Total Acres (Includes all Sublots): 1.00

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L A RESUB OF 67

Legal Description 2: N/A

Legal Description 3: N/A

Legal Description 4: N/A

Instrument Type and Year: LR 2022

Instrument Number: 5072

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$80,500	$436,500	$517,000

Grantor	Sale Price	Sale Date
HIKE AARON L	N/A	8/16/2022

Number of Parcels Involved in Sale

1

1505 VIRGINIA AVE

Property Details

Current Owner

Name: HIKE AARON TRUSTEE

Mailing Address: 417 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1505 VIRGINIA AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A2 267 8A

Account #: 31408

Total Acres (Includes all Sublots): .3614

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: PAR A RESUB L 8 & 9

Legal Description 2: FR RIV IMP CO

Legal Description 3: LR03-12738

Legal Description 4: N/A

Instrument Type and Year: LR 2021

Instrument Number: 2453

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$51,800	$268,200	$320,000

Grantor	Sale Price	Sale Date
JUNK MICHAEL & LEAH/HIKE AARON	$48,000	3/19/2021

Number of Parcels Involved in Sale

1

104 W 16TH ST

Property Details

Current Owner

Name: BAGGARLY JENNIE B

Mailing Address: 104 W 16TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 104 W 16TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A21168 1B

Account #: 9518

Total Acres (Includes all Sublots): .275

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L1B-2B B68 BORDEN SUB

Legal Description 2: N/A

Legal Description 3: N/A

Legal Description 4: N/A

Instrument Type and Year: WF 2005

Instrument Number: 44

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$46,000	$139,200	$185,200

Grantor	Sale Price	Sale Date
BAGGARLY WILFRED ET UX	N/A	4/5/2005

Number of Parcels Involved in Sale

1

101 W 16TH ST

Property Details

Current Owner

Name: GREEN AKIL M

Mailing Address: 101 W 16TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 101 W 16TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A2 2 29B

Account #: 9128

Total Acres (Includes all Sublots): .55

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: PAR C FRED S JORDON LAND

Legal Description 2: N/A

Legal Description 3: N/A

Legal Description 4: N/A

Instrument Type and Year: LR 2020

Instrument Number: 5384

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$51,800	$224,400	$276,200

Grantor	Sale Price	Sale Date
DAVIS REBEKAH L	$230,000	8/17/2020

Number of Parcels Involved in Sale

1

28 W 17TH ST

Property Details

Current Owner

Name: RENOVATE ME

Mailing Address: 8006 ALGARVE ST N/A
MCLEAN, VA 22102

Physical Address: 28 W 17TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A218 2

Account #: 9574

Total Acres (Includes all Sublots): .550

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 2 DIV OF THE LAND OF

Legal Description 2: RICHARD J SMITH

Legal Description 3: N/A

Legal Description 4: N/A

Instrument Type and Year: LR 2009

Instrument Number: 6935

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$51,800	$203,900	$255,700

Grantor	Sale Price	Sale Date
ALIFF ALLISON	N/A	12/1/2009

Number of Parcels Involved in Sale

1

20 W 17TH ST

Property Details

Current Owner

Name: BEASLEY BRETT ALEXANDER &

Mailing Address: 20 W 17TH ST N/A
FRONT ROYAL, VA 22630

Physical Address: 20 W 17TH ST
FRONT ROYAL, VA 22630

Tax Map #: 20A218 1

Account #: 9573

Total Acres (Includes all Sublots): .573

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L 1 DIV OF THE LAND OF

Legal Description 2: RICHARD J SMITH

Legal Description 3: N/A

Legal Description 4: N/A

Instrument Type and Year: LR 2019

Instrument Number: 1361

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$51,800	$294,400	$346,200

Grantor	Sale Price	Sale Date
LAMB CHRISTOPHER ALAN &	$234,000	4/1/2019

Number of Parcels Involved in Sale

1

1602 N ROYAL AVE

Property Details

Current Owner

Name: MANSON JOSEPH T JR

Mailing Address: 1602 N ROYAL AVE N/A
FRONT ROYAL, VA 22630

Physical Address: 1602 N ROYAL AVE
FRONT ROYAL, VA 22630

Tax Map #: 20A2 2 34

Account #: 9132

Total Acres (Includes all Sublots): 0.258

Zoning: R-1

Occupancy Code: Dwelling

Magisterial Code: North River-Town

Land Use: Single-Family Residential Urban (Town)

School Zone: EWM Elem., Skyline Middle, Skyline High

Legal Repository

Legal Description: L34 ANDERSON EDMONDS

Legal Description 2: N/A

Legal Description 3: N/A

Legal Description 4: N/A

Instrument Type and Year: LR 2016

Instrument Number: 1812

Slide Number: N/A

Slide Index: N/A

Deed Book No: N/A

Deed Book Page: 0

Will Book No: N/A

Will Book Page: 0

Valuation & Sales

Land	Improvements	Total Value
$40,300	$242,100	$282,400

Grantor	Sale Price	Sale Date
DIXON DAVID	$175,000	4/25/2016

Number of Parcels Involved in Sale

1

Regular Council Meeting Agenda Statement

Item # 07C

Meeting Date: October 23, 2023

Agenda Item: PUBLIC HEARING - Ordinance Amendment to Chapter 156 Environmental Sustainability Pertaining to the Committee Name Change from Environmental Sustainability Advisory Committee (ESAC) to Advisory Committee for Environmental Sustainability (ACES).

Summary: Council is requested to approve an ordinance amendment to Chapter 156 Environmental Sustainability that if approved would change the name of the Environmental Sustainability Advisory Committee (ESAC) to Advisory Committee for Environmental Sustainability (ACES), as presented.

Budget/Funding: None

Meetings: Work Session held September 5, 2023

Proposed Motion: I move that Council approve an ordinance amendment to Chapter 156 Environmental Sustainability that would change the name of the Environmental Sustainability Advisory Committee (ESAC)to Advisory Committee for Environmental Sustainability (ACES), as presented.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

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.

DRAFT

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.

DRAFT

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.

DRAFT

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)			$	$ -

DRAFT

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.

DRAFT

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.

DRAFT

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

DRAFT

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.

DRAFT

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

DRAFT

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

DRAFT

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.

DRAFT

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

DRAFT

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 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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

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: _____

DRAFT

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

Regular Council Meeting Agenda Statement

Item #07D

Meeting Date: October 23, 2023

Agenda Item: PUBLIC HEARING - An Amendment to the FY2023-2024 Budget to Carry Forward Unpaid Balances on Purchase Orders Not Completed as of June 30, 2023, and to Carry Funds Forward to FY 2024 to Complete Unfinished Projects.

Summary: Council is requested to approve an amendment in the amount of $40,059,213.44 to the FY2023-2024 Budget to carry forward unpaid balances on purchase orders not completed as of June 30, 2023, and to carry funds forward to fiscal year 2024 to complete unfinished projects.

Budget/Funding: Funding will be offset from the appropriate fund balance reserves for each fund indicated, the revenue for these projects have been connected in previous budget cycle.

General Fund	$ 1,740,295.07
Special Projects	$ 3,753,203.29
Asset Forfeiture	$ 16,938.00
Electric Fund	$ 2,805,912.86
Sewer Fund	$10,461,339.66
Water Fund	$17,600,735.68
Solid Waste Fund	$ 79,505.52
Street Fund	$ 3,601,283.36
TOTAL	$ 40,059,213.44

An increase of greater than 1% of the original budget requires a public hearing.

Meetings: Work Session held October 2, 2023

Proposed Motion: I move that Council approve an amendment in the amount of $40,059,213.44 to the FY2023-2024 Budget to carry forward unpaid balances on purchase orders not completed as of June 30, 2023, and to carry funds forward to fiscal year 2024 to complete unfinished projects.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

CARRYOVER PURCHASE ORDERS FROM FY23 TO FY24

Dept	PO#	Account	Description	FY23 Amount	FY24 Budget Amendment Including Reallocation	
Debt Service/Special Project Fund						
	29055	1800 - R47010	FLEET MAINTENANCE BUILDING EQUIPMENT LOAN	$ 403,375.00	$ 403,375.00	
	30742	1800 - R47010	FLEET MAINTENANCE BUILDING CONNSTRUCTION LOAN	$ 1,833,187.29	$ 1,833,187.29	
	30787	1800 - R47010	REMANUFACTURED 500 KVA TRANS (FLEET MAIN BLDG)	$ 25,625.00	$ 25,625.00	
	29936	1800 - R47518	FUNDS TO BE USED FOR LAND/EASEMENTS HAPPY CREEK	$ 40,000.00	$ 40,000.00	
	28341	9130 - R47013	POLICE DEPT CONSTRUCTION/DEBT SERVICE	$ 686,080.47	$ 686,080.47	
	30305	9130 - R47957	LRP VRA BOND OWED TO WARREN COUNTY	$ 447,050.00	$ 447,050.00	
	29379	9130 - R47982	W MAIN EXTENSION STORM WATER POND	$ 96,220.53	$ 96,220.53	
	30760	9130 - R47982	REPAYMENT OF ECONOMIC ACCESS GRANT (YR 1 OF 3)	$ 221,665.00	$ 221,665.00	
				$ 3,753,203.29	**$ 3,753,203.29**	
Town Council						
	30846	1101 - R43002	ACTUARIAL REPORTS FOR FY2023	$ 2,000.00	$ 2,000.00	
				$ 2,000.00	**$ 2,000.00**	
Town Manager						
	30807	1201 - R43029	EMPLOYEE APPRECIATION WEEK	$ 1,510.77	$ 1,510.77	
				$ 1,510.77	**$ 1,510.77**	
FREDA						
	30537	8105 - R45608	FUNDS TO BE USED BY FREDA	$ 89,160.00	$ 89,160.00	
				$ 89,160.00	**$ 89,160.00**	
Town Attorney						
	29748	2201 - R43002	LEGAL FEES EDA COURT CASE (UNALLOCATED)	$ 108,139.00	$ 108,139.00	
	29880	2201 - R43002	AUDITING SERVICES TO SUPPORT EDA CASE	$ 26,155.00	$ 26,155.00	
	30460	2201 - R43002	VANDERPOOL, FROSTICK, &NISHANIAN LEGAL COUNCIL	$ 10,120.00	$ 10,120.00	
	30809	2201 - R43002	WCEDA LITIGATION (DAMIANI & DAMIANI, P.C.)	$ 35,000.00	$ 35,000.00	
				$ 179,414.00	**$ 179,414.00**	
Human Resource						
	30848	1202 - R43002	MARTINS FOOD	$ 193.95	$ 193.95	
	30482	9203 - R45309	TLC ADVERSE EXPERIENCE ADjUSTMENT	$ 176,547.00		Reallocate $176,547.00 to PO#30573 for paving
				$ 176,740.95	**$ 193.95**	
Fleet Maintenance						
	30745	1203 - R47005	YEAR 1 OF 3 REPLACE #542 2002 GMC 3500	$ 20,000.00	$ 20,000.00	
	29055	1203 - R47009	FLEET BLDNG (ENGINEER, PROJECT ADMIN, & EQUIPMENT)	$ 298,114.21	$ 298,114.21	
				$ 318,114.21	**$ 318,114.21**	
I/T						
	30364	1204 - R43002	CABLING AND FIBER OPTIC SERVICES	$ 10,000.00	$ -	Reallocate to PO#29738 for Server Upgrades
	30538	1204 - R43002	SERVICE CONTRACT-PHONE SYSTEM	$ 14,000.00	$ -	Reallocate to PO#29738 for Server Upgrades
	29738	1204 - R47007	VMWARE SERVER UPGRADE	$ 10,000.00	$ 34,000.00	Add $10,000 PO#30364 & $14,000 PO#30538 for total of $34,000
	30367	1204 - R43005	SOFTWARE UPGRADE (SEED MONEY)	$ 134,291.71	$ 44,836.71	Reallocate $89,455 to PO#30539 for Software Consultant
	30539	1204 - R43002	SOFTWARE CONSULTANT	$ 30,000.00	$ 119,455.00	Add $89,455 from PO#30539 for total of $119,455.00
	29679	1204 - R47051	E-SUMMONS (ALLOCATED FROM VIOLATIONS ISSUED BY POLICE)	$ 43,374.86	$ 43,374.86	
				$ 241,666.57	**$ 241,666.57**	

CARRYOVER PURCHASE ORDERS FROM FY23 TO FY24

Tourism									
	30311	1205	-	R43002	TOURISM FUND CARRIED FORWARD	$	169,980.64	$	169,980.64	
	29854	1205	-	R45801	CONTRIBUTION TOWARDS CIVIL WAR MARKER	$	250.00	$	250.00	
	30751	1205	-	R47017	DISCOVER FRONT ROYAL TOURISM GRANT	$	19,976.19	$	19,976.19	Will need to update Council's approval
						$	**190,206.83**	**$**	**190,206.83**	
Asset Forfeiture										
	30849	1610	-	R47001	POLICE FIREARMS PURCHASE & TRADE	$	16,938.00	$	16,938.00	
						$	**16,938.00**	**$**	**16,938.00**	
Police Dept										
	30579	3101	-	R45425	RANGE SUPPLIES OUTSTANDING	$	1,875.03	$	1,875.03	
	30692	3101	-	R45425	PISTOL CARTRIDGES	$	963.23	$	963.23	
	30852	3102	-	R47001	FIREARM HOLSTERS	$	15,124.98	$	15,124.98	
	30360	3104	-	R45504	TRAINING FOR EMD	$	6,200.00	$	6,200.00	
						$	**24,163.24**	**$**	**24,163.24**	
Planning & Zoning										
	29620	8101	-	R43002	PROPERTY MAINTENANCE	$	114,488.17	$	-	Reallocate $114,488.17 to PO#30573 for paving
	30038	8101	-	R43002	BLIGHTED BUILDING	$	92,000.00	$	-	Reallocate $30,000 to PO#30405; $50,000 PO#30802; & $12,000 to PO#30444
	30405	8101	-	R43002	COMPREHENSIVE PLANNING AND SUBDIVISION REWRITE	$	29,198.00	$	59,198.00	Add $30,000 PO#30038 for total of $65,198
	30444	8101	-	R43002	STANDARDS & SPECIFICATION UPDATE	$	7,284.91	$	19,284.91	Add $12,000 from PO#30038 for total of $19,284.91
	30802	8101	-	R43002	TRANSPORTATION PLAN	$	150,000.00	$	200,000.00	Add $50,000 from PO#30038 for total of $200,000
	30841	8101	-	R43002	FISCAL IMPACTS ANALYSIS	$	11,200.00	$	11,200.00	
	30840	8101	-	R43005	GIS SERVICES	$	25,980.00	$	25,980.00	
						$	**430,151.08**	**$**	**315,662.91**	

CARRYOVER PURCHASE ORDERS FROM FY23 TO FY24

Energy Services

30778	9401	-	R43004	TREE TRIMMING SERVICES	$ 101,412.29	$ 16,674.00	Reallocate $84,738.29 to PO#30365 for Manassas Substation Transformer
30583	9401	-	R47502	TRANSFORMERS	$ 23,368.13	$ -	Reallocate $23,368.13 to PO#30365 for Manassas Substation Transformer
30042	9401	-	R47522	FIBER EXTENSION	$ 11,183.90	$ -	Reallocate $11,183.90 to PO#30365 for Manassas Substation Transformer
27543	9417	-	R47001	AMI SOFTWARE	$ 83,462.94	$ -	Reallocate $83,462.94 to PO#30365 for Manassas Substation Transformer
30365	9401	-	R47937	MANASSAS SUBSTATION TRANSFORMER	$ 447,500.00	$ 650,253.26	Add $202,753.26 from PO#'s 30778,30583,30042,27543
30818	9401	-	R43003	WORK ORDER SYSTEM IMPLEMENTATION	$ 7,253.60	$ 7,253.60	
30848	9401	-	R43023	MARTINS FOOD	$ 748.78	$ 748.78	
30672	9401	-	R45407	REMOVE AND INSTALL NEW BUSHING FOR SUBSTATION	$ 9,650.00	$ 9,650.00	
30785	9401	-	R45407	KENDRICK SUBSTATION	$ 17,500.00	$ 17,500.00	
30819	9401	-	R45410	BACKORDERED FR CLOTHING	$ 1,763.83	$ 1,763.83	
30848	9401	-	R45413	MARTINS FOOD	$ 677.28	$ 677.28	
30816	9401	-	R45504	LINEMAN, METER, AND SUBSTATION TRAINING	$ 5,782.00	$ 5,782.00	
30541	9401	-	R47001	LINE TRUCK SEED MONEY	$ 36,000.00	$ 36,000.00	
30542	9401	-	R47005	REPLACEMENT OF BUCKET TRUCK	$ 180,000.00	$ 180,000.00	
30040	9401	-	R47009	BIORETENTION POND	$ 25,000.00	$ 25,000.00	
30779	9401	-	R47009	FACILITY GENERATOR	$ 100,000.00	$ 100,000.00	
30670	9401	-	R47502	750 KVA 277/480 THREE-PHA	$ 45,230.00	$ 45,230.00	
30704	9401	-	R47502	CL-200 ALCARA METERS	$ 4,234.00	$ 4,234.00	
30714	9401	-	R47502	50 KVA 277/480 SINGLE-PHA	$ 18,930.00	$ 18,930.00	
30715	9401	-	R47502	75 KVA 277/480I SINGLE-PH	$ 24,780.00	$ 24,780.00	
30737	9401	-	R47502	GE COBRA HEAD LED LIGHTS	$ 5,948.50	$ 5,948.50	
30739	9401	-	R47502	SINGLE-PHASE URD'S	$ 47,855.00	$ 47,855.00	
30752	9401	-	R47502	1/0 15 KV LOADBREAK ELBOW	$ 4,410.00	$ 4,410.00	
30797	9401	-	R47502	DECORATIVE LIGHTS	$ 19,565.25	$ 19,565.25	
30817	9401	-	R47502	SINGLE PHASE AND/OR THREE	$ 60,380.22	$ 60,380.22	
30486	9401	-	R47522	MATERIALS RELATED TO SHENTEL PROJECT	$ 120,100.00	$ 120,100.00	
30821	9401	-	R47522	MATERIALS RELATED TO SHENTEL PROJECT	$ 26,900.00	$ 26,900.00	
30753	9401	-	R47910	12 "SOLAR SCHOOL FLASHER	$ 2,255.00	$ 2,255.00	
30820	9401	-	R47910	TRAFFIC CABINET/VISION SY	$ 3,300.00	$ 3,300.00	
30850	9401	-	R47910	VISION SYSTEM	$ 26,872.89	$ 26,872.89	
30851	9401	-	R47910	BLUE ECPI FACEPLATE	$ 31,086.05	$ 31,086.05	
30777	9401	-	R47929	HAPPY CREEK SUBSTATION EX	$ 93,524.00	$ 93,524.00	
30788	9401	-	R47929	15.5 KV, 1200A OUTDOOR CI	$ 60,336.00	$ 60,336.00	
30789	9401	-	R47929	SVR-1 7.62 KV, 250 KVA, 3	$ 206,730.00	$ 206,730.00	
30612	9401	-	R47938	MEDIUM TRANSFORMER	$ 245,173.20	$ 245,173.20	
29428	9417	-	R47001	AMI IMPLEMENTATION (SEED MONEY)	$ 707,000.00	$ 707,000.00	
					$ 2,805,912.86	**$ 2,805,912.86**	

CARRYOVER PURCHASE ORDERS FROM FY23 TO FY24

Buildings & Grounds								
30780	4302	-	R45413	TRASH RECEPTACLES	$ 1,863.88	$ 1,863.88		
30823	4302	-	R47009	TOWN HALL AIR CONDITIONER	$ 23,600.00	$ 23,600.00		
					$ 25,463.88	**$ 25,463.88**		
Horticulture								
30570	4305	-	R47001	FLAIL MOWER	$ 8,000.00	$ -		
30571	4305	-	R47001	SICKLE BAR MOWER	$ 8,000.00	$ 16,000.00	Reallocate $8,000 to PO#30570 for Flail Mower	
30761	4305	-	R43002	WEED CONTROL	$ 4,603.54	$ 4,603.54		
30826	4305	-	R47005	REPLACE #731 PICKUP (YEAR 1 OF 3)	$ 25,000.00	$ 25,000.00		
30870	4305	-	R47009	POLE BUILDING	$ 16,100.00	$ 16,100.00		
					$ 61,703.54	**$ 61,703.54**		
Sewer Administration								
30835	9502	-	R45428	EMPLOYEE APPRECIATION	$ 795.00	$ 795.00		
					$ 795.00	**$ 795.00**		
WWTP								
30615	9801	-	R43002	REGULATORY ENGINEERING SUPPORT	$ 5,379.86	$ 5,379.86		
30618	9801	-	R43002	WWTP VPDES PERMIT REISSUANCE	$ 974.76	$ 974.76		
30619	9801	-	R43002	WWTP LOCAL LIMITS EVALUATION	$ 16,812.20	$ 16,812.20		
30641	9801	-	R43002	INFLUENT PUMP ENGINEERING	$ 34,633.37	$ 34,633.37		
30693	9801	-	R43002	SCADA MAINTENANCE CONTRACT	$ 5,430.00	$ 5,430.00		
30730	9801	-	R43002	WWTP BIO WIN MODEL DEVELOPMENT	$ 19,920.00	$ 19,920.00		
30795	9801	-	R45406	PT-1050	$ 4,594.90	$ 4,594.90		
30838	9801	-	R45406	PT-1126 BDTOT CATIONIC PO	$ 16,782.56	$ 16,782.56		
30655	9801	-	R45407	REMOTE MONITORING OF LIFT STATION	$ 24,103.80	$ 24,103.80		
30657	9801	-	R45407	VX136-Q WEAR PLATES & ROLLER BEARINGS	$ 2,657.00	$ 2,657.00		
30724	9801	-	R45407	SURGE PROTECTION DEVICES	$ 8,314.88	$ 8,314.88		
30811	9801	-	R45407	VW3A1112 REMOTE KIT PRODUCT	$ 5,564.39	$ 5,564.39		
30848	9801	-	R45413	MARTINS FOOD	$ 250.00	$ 250.00		
30555	9801	-	R47001	PULSAIR BUBBLING MIXING S	$ 28,538.99	$ 28,538.99		
30575	9801	-	R47001	ROTARY FAN PRESS CONTROL	$ 10,000.00	$ 10,000.00		
30831	9801	-	R47001	WWTP SCADA UPGRADE	$ 168,116.00	$ 168,116.00		
30716	9801	-	R47005	RTV-X1100CWL-H V SERIES	$ 22,182.70	$ 22,182.70		
30744	9801	-	R47009	UPGRADE RIVERTON PUMP STATION ENGINEERING	$ 138,857.64	$ 138,857.64		
29339	9801	-	R47009	ROYAL PHOENIX PUMP STATION	$ 43,309.95	$ -	Reallocate $43,309.95 to PO#30744 for Riverton Pump Station	
28885	9801	-	R47009	RIVERTON PUMP STATION (ADDITIONAL FUNDS NEEDED)	$ 407,100.00	$ 450,409.95	Add $43,309.95 from PO#29339	
30803	9801	-	R47009	WWTP ROOF REPLACEMENT PROJECT	$ 25,000.00	$ 25,000.00		
30804	9801	-	R47009	INFLUENT PUMPS PROJECT	$ 481,781.34	$ 481,781.34		
					$ 1,470,304.34	**$ 1,470,304.34**		
Sewer Line Crew								
30800	9802	-	R47005	2004 UTILITY VAN REPLACEMENT (YEAR 1 OF 2)	$ 25,000.00	$ 25,000.00		
29964	9802	-	R47998	I&I ENGINEERING & PROJECT REPRESENTATION	$ 628,711.75	$ 628,711.75		
30685	9802	-	R47998	SANITARY SEWER REHABILITATION	$ 3,521,078.39	$ 3,521,078.39		
30773	9802	-	R47998	2022 MANHOLE REHABILITATION	$ 926,213.50	$ 926,213.50		
30801	9802	-	R47998	I & I ABATEMENT PROJECT	$ 3,487,461.68	$ 3,487,461.68		
29999	9872	-	R40001	I&I ABATEMENT CONTINGENCY	$ 401,775.00	$ 401,775.00		
					$ 8,990,240.32	**$ 8,990,240.32**		
Water Administration								
30835	9501	-	R45428	EMPLOYEE APPRECIATION	$ 795.00	$ 795.00		
					$ 795.00	**$ 795.00**		

CARRYOVER PURCHASE ORDERS FROM FY23 TO FY24

Water Treatment Plant

30000	9601	-	R43002	REDUNDANT WATERLINE DESIGN	$ 5,927.17	$ 5,927.17	
30350	9601	-	R43002	DEVELOPMENT OF A RISK & RELIANCE RESPONSE PLAN	$ 10,000.00	$ 10,000.00	
30480	9601	-	R43002	WTP SCADA UPGRADE	$ 13,500.00	$ 13,500.00	
30615	9601	-	R43002	REGULATORY ENGINEERING SUPPORT	$ 5,046.37	$ 5,046.37	
30616	9601	-	R43002	TASK ORDER #4-2022 4-H PUMP STATION	$ 19,400.00	$ 19,400.00	
30626	9601	-	R43002	BACKFLOW PREVENTION PROGRAM	$ 30,294.78	$ 30,294.78	
30759	9601	-	R43002	WATER TREATMENT PLANT CLE	$ 48,000.00	$ 48,000.00	
30830	9601	-	R43002	CLEARWELLS 1 & 2 DESIGN-R	$ 91,000.00	$ 91,000.00	
30686	9601	-	R43004	INSTALLATION OF HEAT EXCHANGER & MOTOR	$ 4,125.00	$ 4,125.00	
30837	9601	-	R43006	PRINTING OF 2022 WATER QUALITY REPORTS	$ 192.50	$ 192.50	
30848	9601	-	R45413	MARTINS FOOD	$ 121.51	$ 121.51	
30442	9601	-	R47001	INSTALL RAW WATER PUMPS (LURAY AVE)	$ 316,860.00	$ 316,860.00	
30829	9601	-	R47001	SWITCH GEAR RAW WATER PUMP	$ 100,000.00	$ 100,000.00	
30847	9601	-	R47001	TURBIDIMETERS	$ 48,095.13	$ 48,095.13	
29654	9601	-	R43002	WITHDRAW PERMIT & RAW WATER	$ 113,125.08		Reallocate $113,125.08 to PO#27546 for Water Plant Reservoir
27546	9601	-	R47009	WATER PLANT RESERVOIR DAM	$ 10,370.00	$ 123,495.08	Add $113,125.08 from PO#29654
28327	9601	-	R47009	JAMESTOWN PUMP STATION P.E.R.	$ 20,000.00	$ 20,000.00	
30828	9601	-	R47009	4H PUMP STATION UPGRADE (SEED MONEY)	$ 75,000.00	$ 75,000.00	
					$ 911,057.54	**$ 911,057.54**	

Water Line Crew

30800	9602	-	R47005	(YR 1 OF 2) 2004 UTILITY VAN REPLACEMENT	$ 25,000.00	$ 25,000.00	
29343	9602	-	R47513	REDUNDANT WATERLINE CONTINGENCY	$ 828,389.55	$ 828,389.55	
30630	9602	-	R47513	JOHN MARSHALL WATERLINE UPGRADE	$ 229,550.00	$ 229,550.00	
30660	9602	-	R47513	REDUNDANT LINE CONTRACT ADMINISTRATION	$ 380,000.00	$ 380,000.00	
30673	9602	-	R47513	REDUNDANT WATERLINE CONTRACT 1	$ 12,316,742.01	$ 12,316,742.01	
30674	9602	-	R47513	REDUNDANT WATERLINE CONTRACT 2	$ 2,013,272.15	$ 2,013,272.15	
30775	9602	-	R47513	ROCKLAND ROAD RELOCATION FOR VDOT	$ 20,285.78	$ 20,285.78	
30799	9602	-	R47513	ROYAL AVENUE WATERLINE	$ 875,643.65	$ 875,643.65	
					$ 16,688,883.14	**$ 16,688,883.14**	

Solid Waste

30780	4203	-	R45407	TRASH CANS	$ 3,500.00	$ 3,500.00	
30794	4203	-	R45407	DUMPSTERS 4YD REAR, 8 YD	$ 14,500.00	$ 14,500.00	
29655	4203	-	R47005	FINAL PAYMENT REFUSE TRUCK	$ 20,805.52	$ 20,805.52	
30824	4203	-	R47005	REPLACEMENT PICKUP TRUCK	$ 40,700.00	$ 40,700.00	
					$ 79,505.52	**$ 79,505.52**	

CARRYOVER PURCHASE ORDERS FROM FY23 TO FY24

Streets

30336	4102	-	R45471	CHERRY STREET DRAINAGE	$ 8,500.00	$ 8,500.00	
30848	4107	-	R45413	MARTINS FOOD	$ 399.22	$ 399.22	
30336	4500	-	R45471	CHERRY STREET DRAINAGE	$ 100,171.00	$ 100,171.00	
30833	4500	-	R45473	THERMOPLASTIC ERADICATION LINES	$ 40,000.00	$ 40,000.00	
30833	4500	-	R45474	THERMOPLASTIC ERADICATION CROSSWALKS	$ 40,000.00	$ 40,000.00	
30698	4500	-	R45477	CONCRETE	$ 1,182.49	$ 1,182.49	
29713	4500	-	R47001	REPLACE ASPHALT ROLLER	$ 120,000.00	$ 120,000.00	
30368	4500	-	R47001	RUBBER TIRE LOADER	$ 117,000.00	$ 117,000.00	
30805	4500	-	R47001	SNOW PLOW REPLACEMENTS	$ 20,000.00	$ 20,000.00	
30699	4500	-	R47005	DUMP TRUCK	$ 91,025.00	$ 91,025.00	
30786	4500	-	R47005	STAINLESS STEEL DUMP BED	$ 54,832.60	$ 54,832.60	
30758	4500	-	R47909	WEST CRISER SIDEWALK PREL ENG	$ 9,075.00	$ 9,075.00	
30772	4500	-	R47926	8TH ST BRIDGE ENGINEERING	$ 315,640.00	$ 315,640.00	
30806	4500	-	R47926	8TH STREET BRIDGE REHABILITATION	$ 1,262,435.00	$ 1,262,435.00	
30822	4500	-	R47926	PROSPECT BRIDGE REHABILITION	$ 330,000.00	$ 330,000.00	
29952	4500	-	R47927	SHEN AVE STREET LIGHTS	$ 265,000.00	$ 265,000.00	
30573	4500	-	R47927	PAVING	$ 779,522.70	$ 1,070,557.87	Reallocate $176,547 from PO#30482 & $114,488.17 from PO#29620
30834	4500	-	R47941	CONCRETE	$ 46,500.35	$ 46,500.35	
					$ 3,601,283.36	**$ 3,892,318.53**	

General Fund	$ 1,740,295.07	$ 1,449,259.90
Special Projects	$ 3,753,203.29	$ 3,753,203.29
Asset Forfeiture	$ 16,938.00	$ 16,938.00
Street Fund	$ 3,601,283.36	$ 3,892,318.53
TOTAL GOVERNMENTAL FUNDS	**$ 9,111,719.72**	**$ 9,111,719.72**
Electric Fund	$ 2,805,912.86	$ 2,805,912.86
Sewer Fund	$ 10,461,339.66	$ 10,461,339.66
Water Fund	$ 17,600,735.68	$ 17,600,735.68
Solid Waste Fund	$ 79,505.52	$ 79,505.52
TOTAL OF ALL FUNDS	**$ 40,059,213.44**	**$ 40,059,213.44**

Regular Council Meeting Consent Agenda Statement
Item #10A

Meeting Date: October 23, 2023

Agenda Item: Award Contracts for Various Grades of Fuel and Auto Maintenance Fluids

Summary: Council is requested to approve and award contracts on various grades of fuels and auto maintenance fluids for the upkeep and fueling of all Town vehicles, machinery, and equipment in the total amount of $261,830.00, to the following vendors: *prices listed are based upon the Oil Price Information Service (O.P.I.S.) as of August 22, 2023, and prices will be subject to change based upon (O.P.I.S.).*

- H.N. Funkhouser & Co., Winchester, VA:
  - Gasoline - Regular Unleaded $2.73/gal
  - Gasoline - Premium Unleaded $3.43/gal
  - Heating Fuel Oil $3.33/gal
  - Diesel Fuel – Low Sulfur, On-site $3.30/gal
  - Diesel Fuel – Low Sulfur, Off-site $3.33/gal
  - Diesel Fuel – Off-road, On-site $3.30/gal
  - Diesel Fuel – Off-road, Off-site $3.33/gal
  - Kerosene – On-site $4.06/gal
  - Kerosene – Off-site $4.09/gal
- Holtzman Corp., Mount Jackson, VA
  - Motor Oil – SAE 15-40 $11.10/gal
  - Motor Oil – SAE 5W-20 Synthetic $10.15/gal
  - Hydraulic Oil $7.39/gal
  - Propane – Delivered $1.62/gal
- Safety-Kleen Systems, Inc., Norwell, MA
  - DEF Fluid $2.35/gal
  - Antifreeze/Coolant – Shellzone or equiv. $5.98/gal
  - Antifreeze/Coolant – DELCO ELC or equiv. $6.82/gal

Budget/Funding: Funding has been budgeted and is available under 45408 Petroleum, Oil, and Lubricant line item for the corresponding departments. The total amount budgeted for FY24 totals $261,830.00 across all departments.

Meetings: Work Session held October 2, 2023

Proposed Motion on Following Page

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

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

Proposed Motion: I move that Council approve and award contracts on various grades of fuels and auto maintenance fluids for the upkeep and fueling of all Town vehicles, machinery, and equipment in the total amount of $261,830.00, to the following vendors:

- H.N. Funkhouser & Co., Winchester, VA:
  - Gasoline - Regular Unleaded $2.73/gal
  - Gasoline - Premium Unleaded $3.43/gal
  - Heating Fuel Oil $3.33/gal
  - Diesel Fuel – Low Sulfur, On-site $3.30/gal
  - Diesel Fuel – Low Sulfur, Off-site $3.33/gal
  - Diesel Fuel – Off-road, On-site $3.30/gal
  - Diesel Fuel – Off-road, Off-site $3.33/gal
  - Kerosene – On-site $4.06/gal
  - Kerosene – Off-site $4.09/gal
- Holtzman Corp., Mount Jackson, VA
  - Motor Oil – SAE 15-40 $11.10/gal
  - Motor Oil – SAE 5W-20 Synthetic $10.15/gal
  - Hydraulic Oil $7.39/gal
  - Propane – Delivered $1.62/gal
- Safety-Kleen Systems, Inc., Norwell, MA
  - DEF Fluid $2.35/gal
  - Antifreeze/Coolant – Shellzone or equiv. $5.98/gal
  - Antifreeze/Coolant – DELCO ELC or equiv. $6.82/gal

Moved _____ Seconded _____

DeDomenico-Payne _____ Ingram _____ Morris _____ Rappaport _____ Rogers _____ VM Sealock _____

MEMORANDUM

TO: Michelle Campbell Purchasing Manager

FROM: Donald B McPaters, Director of Fleet Maintenance DBM

SUBJECT: Fuel, gas, and shop fluids bid recommendations.

DATE: September 12, 2023

H.N. FUNKHOUSER & CO. in Winchester Va has the lowest prices on gas, diesel, heating oil, and kerosene. Fleet Maintenance Fuilds HOLTZMAN CORP in Mount Jackson Va. Has the lowest prices on SAE 15/40 and SAE 5w20 synthetic motor oil, hydraulic oil, and propane. Safety clean has the lowest bid for the Shellzone coolant (or equivalent), Delco Elc coolant (or equivalent) and DEF fluid for diesel exhaust. I would recommend the lowest bid.

IFB #28-2023 Fuels & Maintenance Fluids
BID OPENING DATE: 8/29/2023
BID OPENING TIME: 2:00 PM

Town of Front Royal, VA

	H.N. FUNKHOUSER & CO. WINCHESTER, VA				HOLTZMAN CORP. MOUNT JACKSON, VA				SAFETY-KLEEN SYSTEMS, INC. NORWELL, MA			
	QUOTATION	OPIS $	FIXED DIFFERENTIAL	Cost to Town on	QUOTATION	OPIS $	FIXED DIFFERENTIAL	Cost to Town on	QUOTATION	OPIS $	FIXED DIFFERENTIAL	
BID #1 - GASOLINE					-$0.05(from pump price at time of purchase)							
REGULAR UNLEADED		$2.5582	$0.17	$2.7282	507 N. Royal Ave. Pricing			$3.6000				*
PREMIUM UNLEADED		$3.2569	$0.17	$3.4269	507 N. Royal Ave. Pricing			$4.2000				*
ETHANOL-FREE				*	507 N. Royal Ave. Pricing			$4.2000				*
BID #2 - #2 HEATING FUEL OIL (FIXED DIFFERENTIAL)		$3.1331	$0.20	$3.3331		$ 3.1338	$ 0.4000	$3.5338				*
BID #3 - DIESEL FUELS					-$0.05(from pump price at time of purchase)							
LOW SULFUR ON-SITE		$3.1302	$0.1700	$3.3002	507 N. Royal Ave. Pricing			$4.3000				*
LOW SULFUR OFF-SITE		$3.1302	$0.2000	$3.3302				*				*
"OFF-ROAD" ON-SITE		$3.1331	$0.1700	$3.3031	2741 Stonewall Jackson Hwy, Bentonville $			3.84				*
"OFF-ROAD" OFF-SITE		$3.1331	$0.2000	$3.3331				*				*
BID #4 - KEROSENE					-$0.05(from pump price at time of purchase)							
ON-SITE		$3.8550	$0.2000	$4.0550								*
OFF-SITE		$3.8550	$0.2300	$4.0850				*				*
BID #5 - MOTOR OILS												
SAE 15-40	$10.930	SYN BLEND		$10.93	$11.10			$11.10	$10.150			$10.15
SAE 5W-20 SYNTHETIC	$11.500			$11.50	$10.15			$10.15	$12.450			$12.45
HYDRAULIC OIL	$10.880			$10.88	$7.39			$7.39				*
(TOTAL FOR 1 GALLON OF EACH)				$33.310				$28.64				
BID #6 - PROPANE												
DELIVERED				*		$0.6469	$1.0000	$1.65				*
BID #7 - DEF FLUID	$3.050			$3.05	$2.56			$2.56	$2.350			$2.35
BID #8 - ANTIFREEZE / COOLANT												
SHELLZONE (or equivalent)	$7.850	50/50		$7.85				*	$5.980			$5.98
DELCO ELC (or equivalent)	$9.680	50/50		$9.68	$8.46	50/50	DELCO ELL	$8.46	$6.820			$6.82
					$12.83	100%	DELCO ELL	$12.83				

***DENOTES NON-RESPONSIVE BID**

The Bid Tabulation Sheet is generated from the initial, raw information collected. No award decision has been made.

Prepared by: Michelle Campbell, VCA

Regular Council Meeting Consent Agenda Statement

Item # 10B

Meeting Date: October 23, 2023

Agenda Item: Bid Award for De-Icing Road Salt

Summary: Council is requested to approve the bid award for de-icing road salt to Morton Salt, Inc. at $89.09 per ton.

Budget/Funding: Funding available in the Streets Department Snow Removal line item 4500-45478

Meetings: Work Session held October 2, 2023

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

Proposed Motion: I move that Council approve the bid award for de-icing road salt to Morton Salt, Inc. at $89.09 per ton.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Town of Front Royal, VA

IFB #30-2023 ROAD SALT
BID/PROPOSAL OPENING DATE: 9/19/23
BID/PROPOSAL OPENING TIME: 2:00 PM

QTY	ITEM DESCRIPTION	MORTON SALT, INC. CHICAGO, IL	EASTERN SALT CO. INC. LOWELL, MA	CARGILL INCORPORATED NORTH OLMSTED, OH	GOVERNMENT MLO SUPPLIES USA INC BETHESDA, MD	MID-ATLANTIC SALT LLC GLADWYNE, PA	DEICING DEPOT LLC DEERFIELD BEACH, FL
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	DELIVERED DE-ICING ROAD SALT	$89.09/TON	$99.90/TON	$97.53	$95.00	$93.00	$103.00
	Total Bid	$89.09	$99.90	$97.53	$95.00	$93.00	$103.00

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

Prepared by: B.J. Wilson, V.C.A.

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

Town of Front Royal
Public Works

MEMORANDUM

TO: **Michelle Campbell, Purchasing Manager**

CC: **B.J. Wilson, Finance Director**

FROM: **Robert B Boyer, Public Works Director**

DATE: **September 20, 2023**

SUBJECT: **Recommendation to award the bid for Road Salt**

The Public Works Department would like to recommend awarding the bid for Road Salt to the low bidder Morton Salt. Morton Slat was the lowest priced out of the six bids the town had received from vendors. The town has used Morton Salt for several years now and always received a good quality product and customer service as well.

The Public Works Department has funding budgeted for the purchase of the road salt under budget code 4500-5478 Snow Removal.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.

Regular Council Meeting Consent Agenda Statement

Item # 10C

Meeting Date: October 23, 2023

Agenda Item: Bid Award for Purchase of New Transformer for Manassas Avenue Substation

Summary: Council is requested to approve the purchase of a new transformer for the Manassas Avenue Substation from Virginia Transformer Corporation in the amount of $885,551.00. Delivery of the transformer is expected to be 55-60 weeks.

Budget/Funding: Funding will be available for this project upon Council's approval of the FY24 Budget Amendment for carry over purchase orders.

9401-R47937	Department of Energy Resources	$650,253.26
9401-47937	Department of Energy Resources	$235,297.74

Meetings: Work Session held October 2, 2023

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

Proposed Motion: I move that Council approve the purchase of a new transformer for the Manassas Avenue Substation from Virginia Transformer Corporation in the amount of $885,551.00., contingent upon the approval of the FY24 Budget Amendment for Carryover Purchase Orders.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Southeastern Consulting Engineers, Inc.

September 14, 2023

Ms. Michelle Campbell
Town of Front Royal
P.O. Box 1560
Front Royal, Virginia 22630

Ref.: Manassas Substation Transformer #2
Bid Recommendations

Dear Michelle:

The Town received proposals on September 7, 2023, from five suppliers and representatives solicited for providing a new transformer for the Manassas Substation.

A tabulation of the bids received for the project is enclosed.

We have evaluated each proposal based on compliance with the specifications, cost, and delivery. We recommend that the Town accept the proposal from Virginia Transformer Corporation, in the amount of $885,551.00.

Virginia Transformer Corporation has a recent history of providing competitive pricing in a market in high demand. Their lower price is no indication that they are offering a substandard product. Our clients have taken delivery of many VTC units including two recently delivered to Front Royal and one currently on order and scheduled to be delivered before the end of the year.

Please let us know if you have any questions.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By _____
A.J. Molnar, P.E.
Vice President

AJM/lc
Enclosure

600 MINUET LANE P.O. BOX 240436 CHARLOTTE, NC 28224
PHONE: (704) 523-6045 FAX: (704) 523-8317

BID TABULATION

IFB #26-2023 Manassas Substation Transformer #2

Town of Front Royal
Front Royal, Virginia

Date: September 7, 2023
Time: 2:00 PM, EDT

Bidder	Virginia Transf. Corporation Roanoke, VA	Pennsylvania Canonsburg, PA	OTC Louisville, OH	WEG Washington, MO	Hitachi Crystal Springs, MS
One-Medium Power 10/13.33/16.66 MVA 34.4 - 13.2Y/7.62 KV Transformer	$885,551.00	$1,215,987.00	$1,126,581.00	$1,486,559.00	$1,674,300.00
Evaluated Cost	$1,022,856.00	$1,330,737.00	$1,230,106.00	$1,607,509.00	$1,713,215.00
Delivery	55-60 Weeks	74-78 Weeks	164-168 Weeks	84-90 Weeks	120-124 Weeks
Payment Terms	30% w/P.O. 30% Approvals 40% Delivery	15% w/P.O. 25% Approvals 25% Core & Coil 15% Factory Test 20% Delivery	25% w/P.O. 25% Material Order 50% Factory Test	20% w/P.O. 20% Approvals 40% Core & Coil 10% Factory Test 10% Delivery	20% Approvals 30% Release to Manufacture 40% Factory Test 10% Delivery
Price Escalation	None - Firm	Formula	BLS Index	None - Firm	Formula

Regular Council Meeting Consent Agenda Statement

Item # 10D

Meeting Date: October 23, 2023

Agenda Item: Award of Contract for On-Call General Civil Engineering Services

Summary: Council is requested to award a contract to A. Morton Thomas and Associates (AMT) for General Civil Engineering Services on an as needed basis for an initial contract period of one year with the option to renew for 4 (four) additional one-year periods.

Budget/Funding: Funding has been budgeted and is available in the FY24 budget under line item 43002 Professional Services for the departments that will use general civil engineering services.

Meetings: Work Session held October 2, 2023

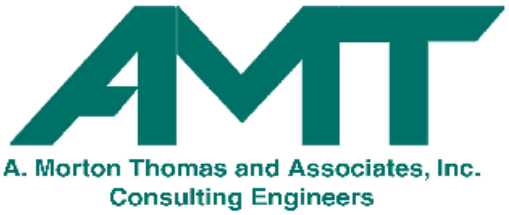
Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a contract with A. Morton Thomas and Associates (AMT) for General Civil Engineering Services on an as needed basis for an initial contract period of one year with the option to renew for 4 (four) additional one-year periods.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Town of Front Royal
General Engineering Services Contract
RFP #15-2023



Hourly Rates for Initial Contract Term **9/18/2023**

A. Morton Thomas and Associates, Inc.

Classification	Rate
Contract Manager	$ 230.00
Project Manager	$ 205.00
Senior Engineer	$ 180.00
Engineer	$ 130.00
Jr. Engineer / CADD Tech.	$ 105.00
Environmental Planner	$ 140.00
Landscape Architect	$ 140.00
Licensed Surveyor	$ 170.00
Survey Party Chief	$ 106.74
Survey Instrument Person	$ 72.87
Survey Rod Person	$ 51.63
SUE Task Manager	$ 128.67
Survey / SUE Technician	$ 79.13
Public Outreach Specialist	$ 109.62
Administrative Assistant	$ 87.04
Responsible Charge Engineer	$ 230.00
Senior Construction Inspector	$ 104.35

T3 Design Corporation

Classification	Rate
Project Manager	$ 237.78
Senior Engineer	$ 204.49
Engineer	$ 148.26
Engineer I	$ 112.74
Engineering Technician	$ 81.46

Commonwealth Heritage Group, Inc.
(Chronicle Heritage)

Classification	Rate
Project Manager	$ 123.18
Principal Investigator	$ 96.05
Archaeologist	$ 60.59
Archaeological Technician	$ 48.73
GIS Specialist	$ 85.51
Graphics Specialist	$ 85.77

DMY Engineering Consultants, Inc.

Classification	Rate
Construction Manager	$ 252.68
Senior Construction Inspector	$ 121.43
Geotechnical Project Manager	$ 253.04
Senior Geotechnical Engineer	$ 174.87
Project Geotechnical Engineer	$ 139.91
Staff Engineer/Scientist	$ 123.22
Senior Environmental Scientist	$ 202.08
Administrative	$ 101.95

KDR Real Estate Services, Inc.

Classification	Rate
Project Manager	$ 142.14
Right-of-Way Specialist	$ 106.36
Sr. Right-of-Way Technician	$ 103.42
Right-of-Way Technician	$ 92.96

Non-Salary Direct Costs **9/18/2023**

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs.

Printing, reproduction, mailing, delivery and other incidental costs will be billed to the Town AT COST.

Vehicle Leases for Construction Inspection Activities (if applicable):
In accordance with current VDOT policy at time of Task Order

Other Non-Salary Direct Costs:

DMY Engineering Consultants, Inc.
Standard Drilling Services - 2023-2024

Items	Unit	Rate
Drill Rig and Crew Mobilization (Truck)	each	$1,250.00
Drill Rig and Crew Mobilization (ATV)	each	$1,550.00
Drill Rig Onsite/Offsite Mobilization (ATV)	each	$500.00
Drill Rig and Crew Minimum Daily Charge	day	$2,150.00
Drill Rig Moving/Difficult Moving/Standby/Cleanup/Site Clearing	crew-hour	$280.00
Geoprobe Mobilization (7822DT)	each	$750.00
Geoprobe Direct Push Drilling (7822DT)	day	$2,300.00
Additional Mobilization (> 50 miles one way)	mile	$5.00
Site Reconnaissance/Meeting/Boring Layout/Groundwater Reading	hour	$140.00
Public Utility Clearance and Coordination	hour	$130.00
Night/Saturday Work Surcharge	crew-shift	$1,250.00
Light Tower	each	$230.00
2-1/4" or 3-1/4" HSA SPT Borings (0'-40')	foot	$24.00
2-1/4" or 3-1/4" HSA SPT Borings (40'-80')	foot	$27.00
2-1/4" or 3-1/4" HSA SPT Borings (80'-120')	foot	$31.00
2-1/4" or 3-1/4" Auger Probe Borings	foot	$16.00
4-1/4" HSA SPT Borings (0'-40')	foot	$25.00
4-1/4" HSA SPT Borings (40'-80')	foot	$28.00
4-1/4" HSA SPT Borings (80'-120')	foot	$32.00
4-1/4" Auger Probe Borings (0'-40')	foot	$17.00
3-1/2" Mud Rotary SPT Borings (0'-40')	foot	$28.00
3-1/2" Mud Rotary SPT Borings (40'-80')	foot	$32.00
3-1/2" Mud Rotary SPT Borings (80'-120')	foot	$38.00
Hard Drilling Surcharge (>50 BPF)	foot	$5.00
Grout Boreholes	foot	$16.00
Backfill Boreholes with Bentonite Chips or Gravel	foot	$11.00
NQ Rock Coring (0'-100')	foot	$85.00
NQ Rock Coring (100'-160')	foot	$95.00

NW Casing Advancing (0'-80')	foot	$85.00
Wooden Corebox (5' x 4 slots)	each	$55.00
Setup Charge (Mud Rotary, Rock Coring, or Casing Advancer)	each	$225.00
Additional Split Spoon Samples (<80')	each	$32.00
Shelby Tube Samples (<80')	attempt	$225.00
Bulk Sample of Auger Cuttings	each	$60.00
Hauling Water to Site	day	$500.00
Pavement Coring Mobilization	each	$210.00
Asphalt Pavement Coring, ≤ 4" diameter	inch	$22.00
Asphalt Pavement Coring, 6" diameter	inch	$28.00
Asphalt Pavement Coring, 8" diameter	inch	$32.00
Concrete Pavement Coring, Minimum	each	$210.00
Concrete Pavement Coring, ≤ 4" diameter	inch	$27.00
Concrete Pavement Coring, 6" diameter	inch	$33.00
Concrete Pavement Coring, 8" diameter	inch	$39.00
Patching Pavement Core with Cold Asphalt Mix	each	$40.00
Patching Pavement Core with DOT Concrete Mix	each	$112.00
Monitoring Well (1"/1.25" PVC), excluding drilling	foot	$23.00
Monitoring Well (2" PVC), excluding drilling	foot	$32.00
Monitoring Well (4" PVC), excluding drilling	foot	$38.00
Monitoring Well Protective Cover	each	$280.00
Flush Joint Threaded/Slotted Screen, 1"/1.25" PVC	foot	$10.00
Conduit Pipe/Piezometer, 1"/1.25" PVC, no sand or bentonite	foot	$6.00
Infiltration Pipe, 4" PVC	foot	$8.00
Infiltration Pipe, 5" PVC	foot	$18.00
Field Infiltration Test	each	$500.00
Decontamination Pad Set-Up	each	$560.00
Decontamination	hour	$280.00
Hazmat 55 Gallon Drums	each	$100.00
Traffic Control (day time without TMA, speed limit less than 35 mph)	day	$2,100.00
Traffic Control - Additional Setup	each	$525.00
Traffic Control - Additional TMA	day	$625.00
Traffic Control - Portable Rumble Strips	day	$625.00
Traffic Control - Night/Weekend Work	crew-shift	$800.00

Standard Laboratory Services - 2023-2024

Soil	Unit	Rate
Moisture Content Test (ASTM D2216)	each	$15.00
Sieve Analysis (ASTM D422 and ASTM D1140)	each	$100.00
Atterberg Limits Test (ASTM D4318)	each	$100.00
Hydrometer Analysis (ASTM D422)	each	$100.00
Amount Finer Than No. 200 Sieve (ASTM D1140)	each	$65.00
USDA Soil Textural Classification (Sieve Analysis and Hydrometer)	each	$200.00
Specific Gravity (ASTM D854)	each	$75.00
Standard Proctor Test (ASTM D698/VTM-1)	each	$175.00
One Point Proctor Test (VTM-12)	each	$100.00
Modified Proctor Test (ASTM D1557)	each	$200.00
California Bearing Ratio Test, One Point (ASTM D1883/VTM-8)	each	$525.00
California Bearing Ratio Test, Extra Point	each	$300.00
Unconfined Compression Test (VTM-140)	each	$300.00
Organic Content (ASTM D2974)	each	$100.00
pH and Resistivity	each	$250.00
Corrosion Series (pH, Resistivity, Sulfate, and Chloride)	each	$600.00
Concrete/Mortar/Grout	**Unit**	**Rate**
Compressive Strength of Concrete Cylinders-4”x8” (ASTM C39)	each	$15.00
Compressive Strength of Mortar Cubes (ASTM C170) (set of three)	each	$35.00
Compressive Strength of Grout Specimen (ASTM C1019)	each	$15.00
Compressive Strength of Concrete Core (ASTM C42)	each	$100.00
Rapid Chloride Permeability Test (VTM-112/AASHTO T-277)	each	$285.00

Town of Front Royal, Virginia

Purchasing, Department of Finance

August 24, 2023

RE: RFP #15-2023 GENERAL CIVIL ENGINEERING SERVICES

The evaluation committee for the General Civil Engineering Services Request for Proposals has reached a consensus after proposals were scored and the committee met with and interviewed five (5) of the nine (9) offerors. After elaborating on the firm's experience in similar types of services, their personnel's experience in similar types of services, qualifications of the project manager, organizational capacity, methodology, and responsiveness, the evaluation committee would like to request Town Council to award a contract to AMT Engineering, to provide General Civil Engineering Services.

B.J. Wilson, Director of Finance

Robert Boyer, Director of Public Works

Lauren Kopishke, Director of Planning & Zoning

COPY

RFP #15-2023 CIVIL ENGINEERING PROFESSIONAL SERVICES
Score Card Tabulation

Valley Engineering

	Weight	Weighted Evaluation	Eval #1	Eval #2	Eval #3
Firm's Experience in Similar Types of Services	35	184	10	6	5
Personnel's Experience in Similar Types of Services	30	165	9	7	6
Qualifications of Project Manager	10	58	10	6	7
Organizational Capacity	10	50	7	8	5
Methodology	10	58	8	7	8
Responsiveness	5	26	8	8	5
	Total	**5.1**			

CHA

	Weight	Weighted Evaluation	Eval #1	Eval #2	Eval #3
Firm's Experience in Similar Types of Services	35	236	10	9	8
Personnel's Experience in Similar Types of Services	30	195	8	9	9
Qualifications of Project Manager	10	64	8	8.5	9
Organizational Capacity	10	73	10	9	10
Methodology	10	68	8	9	10
Responsiveness	5	35	10	9	9
	Total	**6.4**			

AMT

	Weight	Weighted Evaluation	Eval #1	Eval #2	Eval #3
Firm's Experience in Similar Types of Services	35	254	9	10	10
Personnel's Experience in Similar Types of Services	30	210	9	9	10
Qualifications of Project Manager	10	65	8	9	9
Organizational Capacity	10	70	9	9	10
Methodology	10	65	9	9	8
Responsiveness	5	31	9	8	8
	Total	**6.6**			

Potesta

	Weight	Weighted Evaluation	Eval #1	Eval #2	Eval #3
Firm's Experience in Similar Types of Services	35	201	8	8	7
Personnel's Experience in Similar Types of Services	30	173	8	8	7
Qualifications of Project Manager	10	60	9	8	7
Organizational Capacity	10	53	9	7	5
Methodology	10	63	8	8	9
Responsiveness	5	26	7	8	6
	Total	**5.5**			

Mattern & Craig

	Weight	Weighted Evaluation	Eval #1	Eval #2	Eval #3
Firm's Experience in Similar Types of Services	35	228	8	9	9
Personnel's Experience in Similar Types of Services	30	195	8	9	9
Qualifications of Project Manager	10	64	8	8.5	9
Organizational Capacity	10	60	8	9	7
Methodology	10	64	8	9.5	8
Responsiveness	5	33	8	9	9
	Total	**6.1**			

Regular Council Meeting Consent Agenda Statement

Item # 10E

Meeting Date: October 23, 2023

Agenda Item: Award of Contract for Software Consulting Services

Summary: Council is requested to award a contract to Berry, Dunn, McNeil, & Parker LLC (BerryDunn) to provide software consulting services for the Town in the amount of $119,455.00 contingent upon the approval of the FY24 budget amendment for Carryover Purchase Orders.

The goal of obtaining BerryDunn as a software consultant is to perform an overall review of the Town's processes and software planning for future capabilities and options for better integration between departments and citizens eliminating redundant and time-consuming processes.

Budget/Funding: Funding available upon Council's approval of a FY24 Budget Amendment for Carryover Purchase Orders on tonight's agenda.

1204-R43002 Information Technology Professional Services - $119.455.00

Meetings: Work Session held October 2, 2023

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

Proposed Motion: I move that Council approve a contract with Berry, Dunn, McNeil, & Parker LLC (BerryDunn) to provide software consulting services for the Town in the amount of $119,455.00, contingent upon the approval of the FY24 Budget Amendment for Carryover Purchase Orders.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

BerryDunn

September 21, 2023

Town of Front Royal
Attention: B.J. Wilson, V.C.A.
Director of Finance
102 E. Main Street
Front Royal, VA 22630

Dear Mr. Wilson:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), I would like to thank you for the opportunity to discuss how our consulting team may assist the Town of Front Royal (the Town) by providing enterprise software analysis and selection services.

We appreciate the time you have taken to outline and discuss your goals for this project. The Town initially indicated using the following primary software applications below; however, there is also the need to discuss the application needs of each department.

1. Central Square Community Plus for receipting, utility billing, business licensing, work orders, and miscellaneous accounts receivables
2. Central Square Finance Plus for financials, budgeting, accounts payable, payroll, human resources, and limited warehouse inventory
3. BAI Municipal Software for personal property and real estate tax billing and receipting

We understand the desire is for a needs analysis that focuses on the functional areas served by these primary applications, as well as other supporting tools, technologies, and customizations that may be in place with other departments. We will conduct this analysis with the objective of recommending a strategy for the long-term management of the functional areas and decisions to retain or replace any of these primary applications or potentially other applications—providing the Town with a clear picture as to what opportunities exist to incorporate more versatility for communications between departments, to eliminate standalone or redundant systems and processes, and to potentially expand services in the future for its stakeholders. Following our analysis, we plan to lead a single system procurement and selection process. For the purposes of this proposal, we assume that to be enterprise resource planning (ERP); however, should a different system be the priority, or multiple systems, we would be happy to refine our estimates for those related work plan activities.

Below and on the following pages, we briefly highlight our firm, describe our approach and work plan details, introduce our representative project team members, and outline the costs associated with a project of this nature.

Firm Overview

BerryDunn is a nationally recognized independent management and information technology consulting firm focused on **inspiring organizations to transform and innovate.** As a Limited Liability Company formed in 1974 with 65 principals and 34 owners, we have experienced sustained growth throughout our 49-year history.

We employ more than 800 staff members—including more than 325 in our Consulting Services Team. Our team members bring valuable perspective from their extensive project experience for **more than 600 state, local, and quasi-governmental agencies,** as well as their prior experience serving state and local government agencies. This experience provides them with an in-depth understanding of government

operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to your internal divisions and the constituents you serve.

Our firm provides a full range of professional services including:

- Software Assessment, Planning, and Procurement
- Software Implementation Project Management and Oversight
- Organizational Change Management
- Organizational and Operational Analyses
- Business Process Reviews and Redesign
- Project Assessments and Remediation
- IT Assessments
- IT Strategic Planning
- Leadership and Organization Development
- Enterprise and Departmental Strategic Planning
- Master Planning
- Cost of Service and Fee Studies

Figure 1 illustrates BerryDunn's local government consulting specialization areas. We provide unparalleled expertise and unique insights across these areas, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: Local Government Practice Group Areas of Specialization



BerryDunn Bridge and Our Independence

BerryDunn Bridge is a program facilitated by our Local Government Practice Group. This program was developed to promote information sharing between public-sector software providers and our consultants and helps continually expand our own—and our clients'—understanding of the public-sector software landscape. BerryDunn Bridge provides opportunities to share our clients' needs with the software vendor community and gain knowledge of upcoming technological trends, recent product developments, and find target markets for software providers.

Public-sector software providers opt into this program to establish a cadence of meetings between their team members and our own to keep up to date on industry and client trends. This includes knowledge-sharing opportunities ranging from focused discussions between management teams to software demonstrations with a broader audience of consulting staff. As a result of this program, we can best serve our clients and pass on our knowledge gained—including modern software system capabilities not currently being utilized or perhaps even previously contemplated by our clients.

BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community.

Key Qualifications

As you consider a potential partnership for this engagement, we ask that you also keep our following attributes in mind.



Our commitment to serving clients in the Commonwealth of Virginia (Commonwealth)

The Town will benefit from our familiarity with the Commonwealth's public-sector landscape and experience successfully completing projects of similar size and complexity. Using our expansive knowledge and lessons learned from these projects, we will provide the Town with optimal efficiency, superior services, and productivity on this engagement. Our public-sector experience in the Commonwealth includes work with more than 30 municipalities, counties, public schools, colleges and universities, and quasi-governmental agencies. Below is a list of our municipal, county, and public-school clients in the Commonwealth for the Town's consideration.

- Albemarle County
- Arlington County
- Arlington Public Schools
- Chesterfield County
- City of Alexandria
- City of Danville
- City of Fairfax
- City of Fredericksburg
- City of Harrisonburg
- City of Lynchburg
- City of Manassas
- City of Manassas Park
- City of Newport News
- City of Richmond
- City of Suffolk
- City of Waynesboro
- City of Winchester
- Dinwiddie County
- Fairfax County
- Falls Church Public Schools
- Gloucester County
- Goochland County
- Henrico County
- King George County
- Loudoun County
- New Kent County
- Powhatan County
- Town of Christiansburg
- Town of Herndon
- Town of Leesburg



Our extensive experience assisting public-sector clients with ERP projects

As a core service of our firm, we have conducted more than 150 systems consulting projects, of which most were for ERP-specific initiatives. This extensive experience has exposed us to all ERP system vendors in the marketplace and the functional and technical components associated with each—including all those in scope for the Town. As an independent and software-agnostic firm, we are pleased to provide trusted advisory services and only work in our clients' best interests at all times. With this exposure and stance, as well as our proactive vendor outreach efforts conducted through our program, BerryDunn Bridge, we pride ourselves in delivering up-to-date software knowledge, industry best practices, unique insights, and lessons learned to our clients and hope to provide the same value to the Town.



Our comprehensive approach that includes project management and change management best practices

Our work for the Town will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®), as well as inputs from Agile and Lean principles. We recognize the importance of organizational change management (OCM) in system selection and implementation processes; therefore, we integrate a disciplined change management approach to our work, using the Prosci® change management methodology as a foundation. This

integration will help ensure the Town's stakeholders have opportunities to provide input, support, and buy-in for all decisions through our proactive approach to addressing potential instances of change resistance.

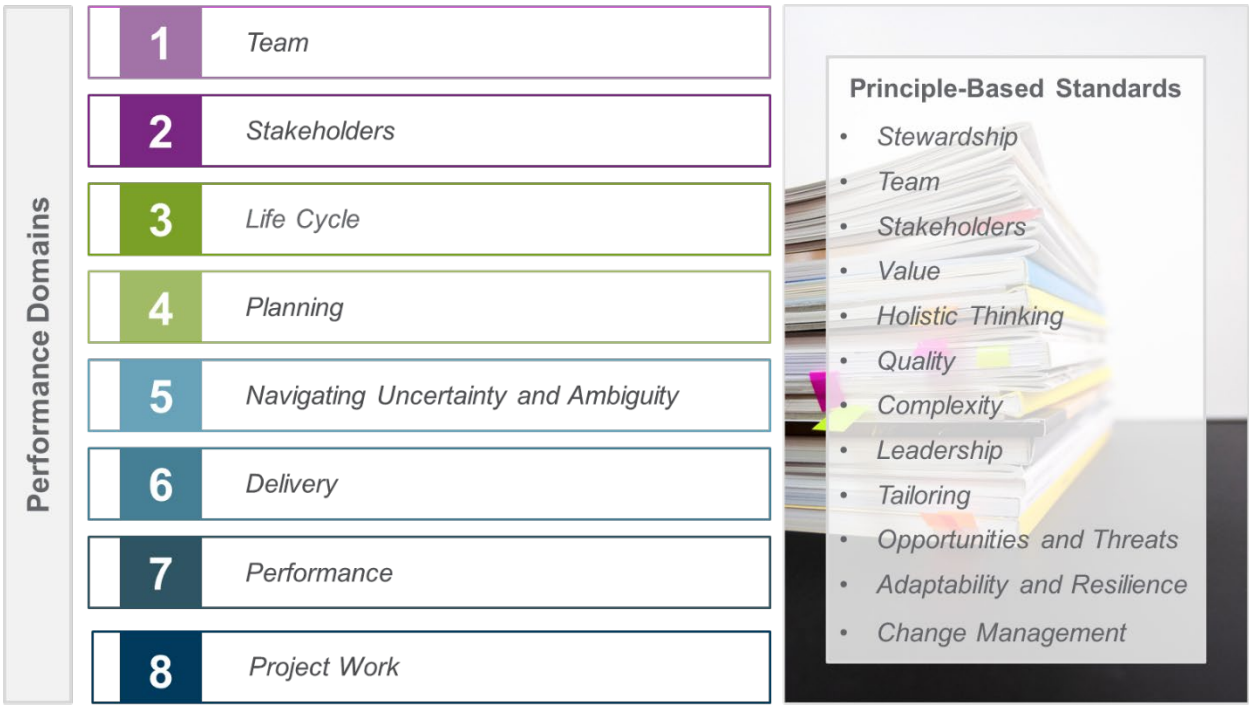
Approach

Project Management

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®'s A Guide to the Project Management Body of Knowledge Guide (PMBOK® Guide).

Figure 2 illustrates the standards of project management as defined by performance domains and project delivery principles that are critical for effective delivery of project outcomes.

Figure 2: Performance Domains and Project Management Guiding Principles | PMBOK® Guide



Integrated Change Management Methodology

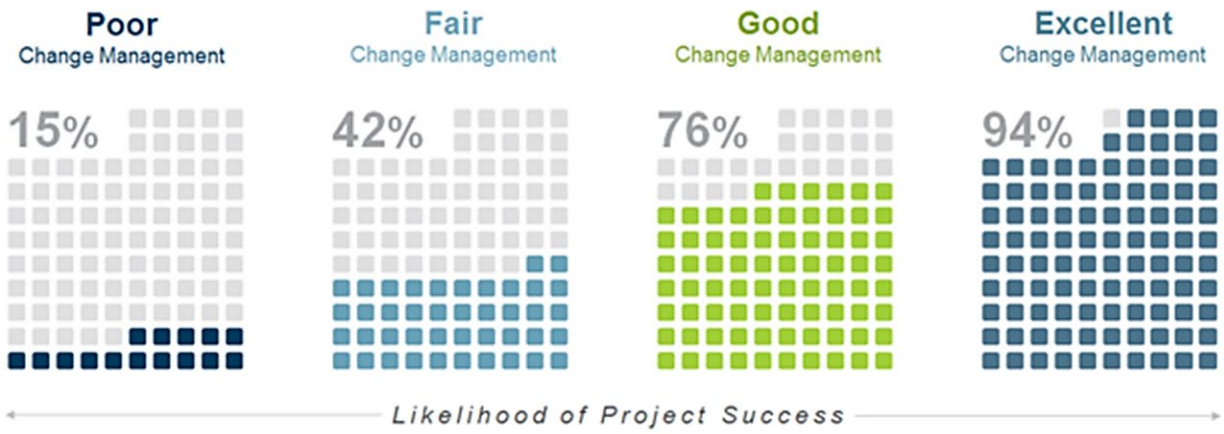
Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of system projects. BerryDunn has observed resistance to change in virtually all our engagements. As such, our project management approach is carefully integrated with change management methodologies to promote buy-in and consensus for the project and we will work with you to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project—to build understanding for the need for change and gain support from the people who will be using the future solutions, and who are most familiar with current processes

- Developing and executing a communications plan that considers the information needs of each stakeholder group
- Documenting business processes, and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained **over 100 consultants to become Prosci® Certified Change Practitioners (CCPs).** A central focus of the Prosci® change management approach is the belief that, for change to work in an organization, individuals must be willing to change and understand change. Additionally, according to research conducted by Prosci®, the likelihood of project success increases significantly, and in alignment with the level of change management focus applied to the project. Figure 3 shows that even small increases in focus on change management, from "poor" to "fair," are likely to have a positive impact on system adoption and project success.

Figure 3: Change Management's Impact on Project Success



Consistent with the Prosci® methodology, the Town can expect our change management approach to involve three stages, as described below:

1. **Preparing for Change**
   Developing of change management strategies, based on input from the Town's stakeholders on the existing environment
2. **Managing Change**
   Overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan
3. **Reinforcing Change**
   Evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes

We are flexible when it comes to the development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that one of the primary reasons we have been successful with similar projects is **our willingness to adapt to our clients' unique needs.**

The overarching benefits the Town can expect of our approach include:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the Town's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace—for the Town's stakeholders to understand why and how findings and recommendations will improve the current and future environment
- A needs assessment that will include all functional areas within scope and how those areas interact with each other and integrate with existing systems
- System procurement and selection activities for a single system replacement

On the following pages, we provide details of our work plan to complete the Town's desired tasks.



Project Planning and Ongoing Project Management

0.1 Conduct initial project planning. We will conduct an initial project planning teleconference with the Town's project team to introduce key team members, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications, scope, risks, and resources. We will also request names and contact information for the appropriate Town staff members involved in the project.

0.2 Develop a Project Work Plan and Schedule. Based on the information gathered from our initial project planning teleconference, we will develop the Project Work Plan and Schedule. In addition to the components gathered from Task 0.1, the Project Work Plan and Schedule will address our approach to providing the services requested by the Town, the agreed-upon time frame for each task, and agreed-upon procedures between our project team and the Town's related to project control, including quality management and deliverable submission/acceptance management.

- *Deliverable 1 – Project Work Plan and Schedule*

0.3 Develop Biweekly Status Updates. Throughout the project, our project manager will provide Biweekly Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will meet with the Town's project manager to review the status updates.

- *Deliverable 2 – Biweekly Status Updates*

Phase 1. Needs Analysis

1.1 Develop and issue a web survey and an information request and review the results. We will develop and distribute a web survey to Town staff to understand issues and challenges with current business processes. We anticipate that this survey will be issued to the core department stakeholders and used to help determine the current challenges and areas for improvement. Prior to issuing the web survey, we will review the questions with the Town's project team to solicit feedback before finalizing. We will use the survey results as one of many data points in developing our evaluation of the current environment.

Additionally, prior to conducting our work, we will provide the Town's project team with an information request sheet to help gather available documentation to support the work effort (e.g., organizational charts, documentation on existing systems, and policy documentation). We will respectfully request that the Town's project team provide the documentation prior to the project kickoff presentation and fact-finding meetings, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of Town personnel's time.

1.2 Facilitate a kickoff presentation. We will conduct a project kickoff presentation with Town project stakeholders that will serve as an opportunity to introduce our project team members, discuss goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the Town's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

1.3 Facilitate fact-finding meetings. Following the project kickoff meeting, we will conduct a series of interviews with the following departments: Administration, Community Development, Energy Services, Finance, Human Resources, Information Technology, Planning & Zoning, Police Department, Public Works, and Purchasing. These meetings will allow us to understand the current systems used to support each department within the Town. Our discussions will be a key factor as we identify recommendations for the Town's future systems state and prioritize them among competing priorities and potential resource constraints.

1.4 Develop a Needs Analysis Report. Drawing on the information gathered through our review of documentation, web survey results, and fact-finding sessions, we will prepare a draft Needs Analysis Report. This report will provide the Town with an objective analysis of the current systems' strengths and weaknesses. Additionally, key items in the report will include identifying opportunities for improvement, confirming technology and system utilization, and identifying options for the future systems environment.

- *Deliverable 3 – Needs Analysis Report*

Phase 2. Request for Information (RFI) Development

2.1 Develop and administer a Request for Information (RFI). We will develop a draft RFI to distribute through proper channels to inform alternative solutions. We will review the draft with the Town project team to solicit feedback and update to final. Once final, we will administer the final RFI.

2.2 Analyze the RFI responses and develop a draft RFI Summary Memo. We will facilitate the response review process by analyzing vendor responses compiling them in an executive-level draft RFI Summary Memo. The memo will summarize available modules, functionality, implementation timelines, and cost ranges.

2.3 Review the draft RFI Summary Memo with the Town project team and update to final. We will facilitate a teleconference with the Town's project team to review the RFI Summary Memo and update to final using the solicited feedback.

- *Deliverable 4 – RFI Summary Memo*

2.4 Develop draft Action Plan Report. Using the information gathered from the previous phase, we will develop a draft Action Plan Report that will summarize the Town's current systems environment and details our findings. The report will also include the results and analysis of the RFI, cost estimates for potential solutions and implementation timeframes, and recommendations for the future environment.

2.5 Facilitate teleconference with the Town project team to review the report and update to final. We will review our Action Plan Report with the Town project team to gain consensus in our findings and recommendations. We will incorporate updates from the Town and finalize the plan.

- *Deliverable 5 – Action Plan Report.*

Phase 3. Request for Proposal (RFP) Development

3.1 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of technical and functional requirements based on our experience with other governmental agencies and our knowledge of software system functionality and best practices. Drawing from this database, we will make refinements for those processes that are critical or unique to the Town.

These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. In our recent experience, those areas have significantly differentiated vendors' solutions and required a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined upfront for most of our clients.

- *Deliverable 6 – Preliminary Functional and Technical Requirements*

3.2 Facilitate joint requirements planning (JRP) work sessions. We will facilitate a series of JRP work sessions with Town stakeholders and our project team members to review the preliminary requirements. We will reconvene many of the same stakeholders, organized by system/functional area that met during fact-finding activities to discuss the future system capabilities. These sessions will also include one focused on the technical aspects involved with the Town's project. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors responding to the list as part of their request for proposals (RFP) responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to

Phase 3. Request for Proposal (RFP) Development

include that might be commonplace today, but beyond the familiarity of Town stakeholders. We anticipate these work sessions taking place over three days remotely with four of our project team members involved.

- *Deliverable 7 – Final Functional and Technical Requirements*

3.3 Develop an RFP Package. We will develop a draft RFP Package using a proven format that incorporates information pertaining to the history of the project; a high-level description of the Town's current environment, desired approach to implementing a new ERP solution, and functional and technical requirements; and a structured list of points for vendors to address in their responses. Our project team will also work with the Town to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed. Upon completion, we will coordinate a work session with the Town's project team to review the draft RFP Package and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to the Town's project team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major ERP solution vendors in the market.

- *Deliverable 8 – RFP Package*

Phase 4. Solicitation and Vendor/System Selection Assistance

4.1 Assist with responding to vendor questions and developing addenda. Our project team will assist the Town's project team in responding to vendor questions and developing corresponding addenda.

4.2 Assist with facilitating a vendor pre-proposal conference. Our project team will coordinate, plan, and lead a pre-proposal teleconference for interested vendors, facilitating the question-and-answer portion of the meeting. We will compile a list of questions raised and prepare suggested responses. These will be provided in a format that the Town's project team can review, revise, and publish as an addendum to the RFP, as determined by procurement staff.

4.3 Perform an initial completion review of vendor proposals received, identify items for clarification, and develop a Proposal Executive Summary Memo. We will facilitate the proposal review process to identify issues, risks, exceptions, omissions, and objections, compiling them into a single Proposal Executive Summary Memo. The memo will identify key areas for consideration by the Town's evaluation team related to each vendor's ability to meet minimum requirements, and their alignment with the evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Functional and Technical Requirements.

4.4 Facilitate Round 1 scoring meetings to identify short-listed vendors and items needing clarification. We will meet with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

- *Deliverable 9 – Proposal Executive Summary Memo and Vendor Short-List*

Phase 4. Solicitation and Vendor/System Selection Assistance

4.5 Assist the Town's project team in planning for demonstrations and writing demonstration scripts. We will meet with the Town's project team to discuss the format of vendor demonstration scripts. We will develop a draft demonstration script template and provide it to the Town's project team for review. After finalizing an approved version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.

4.6 Facilitate vendor demonstrations. One of our project team members will attend demonstrations and assist the Town's project team with facilitation for a period of five days. Our project team's extensive background in the demonstration process will provide the Town's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

4.7 Facilitate a Round 2 scoring meeting to identify preferred vendors. We will participate in the second round of vendor scoring immediately following the final demonstration to identify the vendor or vendors that the Town's project team should perform its reference checks on.

4.8 Assist in planning for reference checks and site visits. We will assist the Town's project team with identifying tasks that should be accomplished prior to meeting at each site visit. We will also coordinate with the Town's project team to discuss the suggested approach for the reference checks.

4.9 Facilitate a Final Scoring meeting. We will participate in the Final Scoring meeting via teleconference following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

- *Deliverable 10 – Preferred Vendor Identification*

Phase 5. Contract Negotiations and Approval

5.1 Support the Town in the contract negotiations and approval process with its preferred vendor. At the conclusion of final scoring activities, we anticipate supporting the Town with the contract negotiations and approval process when and where it will benefit the Town most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiations activities, we will draw on these experiences to help ensure the Town's best interests are met and project goals and objectives are achieved.

Working collaboratively with the Town's project team, legal counsel, and preferred vendor, among other stakeholders, we will take part in various activities, including, but not limited to:

- Developing a draft contract, using the Town's contracting procedures and the vendor's proposal as starting points
- Reviewing the contract documents with the Town's project team to help ensure that requirements are clearly defined and to establish that the Town agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions
- Participating during negotiations with the preferred vendor

Phase 5. Contract Negotiations and Approval

- Supporting presentation development and delivery to Town leadership as it relates to receiving approval and contract execution

Should it become clear at any point during contract approval and negotiations that the preferred vendor's solution or contract terms will not meet the needs of the Town, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor

In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 40 hours, billed as incurred.

- *Deliverable 11 – Contract Negotiation Assistance*

Representative Project Team Members

The project team members that follow represent the qualifications and experience that the Town will receive on this engagement.



Jonathan Grace, PMP®, Prosci® CCP

Jon is a principal in our Local Government Practice Group with over 23 years of experience assisting public-sector agencies with project management, technology planning, business process improvement, system implementation and design, and ERP systems. He has managed every step of the systems planning process and leverages his extensive knowledge of systems functionality and business process best practices to help ensure his clients experience successful selection and implementation outcomes. He also has experience serving all BerryDunn's K-12 public education clients. Prior to joining BerryDunn, he provided user support and assisted in system implementation of ERP products. Jon serves as engagement manager for projects across the country, and he has managed every step of the procurement process—from assessing the current environment to leading contract negotiations and large-scale system implementations.

As the **project principal,** Jon will have overall responsibility for the services we have proposed to the Town. For this engagement, Jon will help ensure the commitment of our firm and appropriate resource allocation, and review and approve all deliverables in accordance with BerryDunn's quality assurance processes.



Charline Kirongozi, MPA, CAPM®, Prosci® CCP

Charline is a manager in our Local Government Practice Group and focuses on assisting public-sector clients with project support. She has several years of experience serving the public sector, conducting research, data collection, organizational reporting, gap analysis, and recommendations development. Her experience also includes organizing and leading groups through the adoption of new ideas and concepts, and promoting buy-in. She brings in-depth knowledge and involvement with strategic planning, change management, and relationship building through her strong communication, leadership, and project management skills.

As the **engagement manager,** Charline will oversee project progress, the initiation and completion of tasks and milestones, meetings and information-gathering activities, the development of project deliverables, and the work of the project team.



Sachin Goradia, CAPM®, LSSGB

Sachin is a consultant in our Local Government Practice Group, who has a strong background in advocacy, research and analysis, and strategic marketing and communication. Having worked in the public-sector at the local, state, and federal levels, Sachin is well versed in government operations, policy and strategy formation, business process optimization, organizational development, research and trend analysis, and software system selection.

As the **project manager,** Sachin will be **the primary point of contact** with the Town, responsible for maintaining a constructive and clear line of communication between Town staff and BerryDunn, monitoring the progress of the project, tracking the initiation and completion of tasks and milestones, facilitating meetings and information-gathering activities, and leading the development of project deliverables.



Ross DeFalle

Ross is a senior consultant in our Local Government Practice Group. Ross has more than three years of IT project management and systems implementation leadership and over seven years in client relationship building and account management. Ross is an experienced change agent for ERP systems and leading concurrent projects following best practices, tracking scope, milestones, and deliverables. Ross' experience includes providing strategic leadership for complex IT strategic plans, cultivating client relationships, and consistently achieving functionality goals.

As the **lead business analyst,** Ross will play a significant role in coordinating and leading business analysis activities, including assessing the Town's current environment, conducting gap analysis activities, and developing recommendations for expanding the Town's system requirements. He will also facilitate meetings, prepare status reports, facilitate vendor demonstrations, and develop project deliverables in a timely manner.



Samantha Fortin

Samantha is a consultant in our Local Government Practice Group and a recent graduate of the University of Maine where she received her degree in political science with a minor in legal studies. Since graduating, she worked as a customer service representative where she utilized customer relationship management (CRM) systems, responded to inbound retail sales, and managed inbound customer service requests. Samantha also spent time with the U.S. House of Representatives as a congressional intern where she drafted briefings for various departments and assisted with the Department of Defense's (DOD's) budget.



Jonathan Sullivan, MBA

Jonathan is a consultant in our Local Government Practice Group. He brings a strong background in public service and urban planning, zoning, interested party relations, and digital integration experience. With the City of Portland, Jonathan conducted zoning reviews and revised land-use codes. He also served as a technical planning intern for the Indiana Department of Transportation, where he helped collect and prepare data for multi-model planning projects.

As the **business analysts,** Samantha and Jonathan will provide general business analysis support to the project team as it relates to facilitating meetings, preparing status reports, and developing project deliverables in a timely manner. They will also help assess the Town's current environment, develop requirements, and form recommendations across functional areas.



Kate Offerdahl-Joyce, NIGP-CPP

Kate is a senior consultant in our Local Government Practice Group who focuses on procurement and contract analysis—having led more than 30 municipal clients through comparable ERP system selection projects. They bring more than 11 years of procurement, process improvement, and recommendation implementation experience. With a strong background in project management, Kate has hands-on experience working with a wide array of teams and organizations to improve business processes to be more efficient, user-friendly, and time and cost-effective. Kate is also a National Institute of Governmental Purchasing Certified Procurement Professional.

As the **procurement subject matter expert,** Kate will oversee potential procurement activities with the Town and provide perspective on procurement processes and compliance best practices.

Costs

Table 1 details our proposed costs for the Town's system(s) planning and selection process and contains the fees for services by phase with rates based upon our involvement in the OMNIA master contract agreement. Also included is a travel expense estimate. We will submit monthly progress invoices based on the progress towards the completion of each deliverable and any actual travel expense incurred.

Table 1: System Selection Costs by Phase

Phase	Cost
Project Planning and Ongoing Project Management	$10,125
Phase 1: Needs Analysis	$31,330
Phase 2: RFI Development	$14,770
Phase 3: RFP Development	$22,805
Phase 4: Solicitation and Vendor/System Selection Assistance	$21,925
Phase 5: Contract Negotiations and Approval	$9,500
Services Total:	**$110,455**
Estimated Travel Expense	*$9,000*

Should you have any questions—or if you would like to discuss this proposal—please feel free to contact me directly. We understand that all projects are unique and can adjust our proposal to meet the needs of the Town. We appreciate the opportunity to work with the Town and to assist with this important initiative.

Sincerely,

Jonathan Grace, PMP®, Prosci® CCP, Principal
Local Government Practice Group
207-541-2260 | jgrace@berrydunn.com

Appendix: Relevant Experience

Systems Consulting

BerryDunn has extensive experience in providing a variety of system consulting services to clients similar in size, complexity, and scope to the Town. Table 2, below and on the following pages, is a summary of public-sector system consulting projects with which our firm has assisted **in the last three years.** We also provide population data to offer additional context regarding our experience.

Table 2: Systems Consulting Experience from the Past Three Years

	BerryDunn's Involvement						
	Needs Assessment	*Requirements Definition*	*RFI/RFP Development*	*Evaluation Criteria Development*	*Vendor Selection*	*Contract Negotiations and Approval*	*Implementation Assistance*
Counties and Regional Governments							
Berks County, Pennsylvania (415,000)	•	•	•	•	•	•	
Chesterfield County, Virginia (353,000)	•	•	•	•	•	•	
Clark County, Washington (488,000)	•	•	•	•	•	•	•
Coconino County, Arizona (140,000)						•	•
Doña Ana County, New Mexico (218,000)	•	•	•	•	•	•	
Ellis County, Texas (185,000)	•	•	•	•	•	•	•
Guilford County, North Carolina (537,000)							•
Hamilton County, Indiana (338,000)	•	•	•	•	•	•	•
Henrico County, Virginia (325,000)	•	•	•	•	•		
Kaua'i County, Hawai'i (72,000)	•	•	•	•	•		
Maui County, Hawai'i (167,000)	•	•	•	•	•	•	
Lafayette Consolidated Government, Louisiana (242,000)	•	•	•	•	•	•	
Louisville/Jefferson County Metro, Kentucky (740,000)	•	•	•	•	•	•	•
Mobile County, Alabama (415,000)	•	•	•	•	•	•	•

	BerryDunn's Involvement						
	Needs Assessment	*Requirements Definition*	*RFI/RFP Development*	*Evaluation Criteria Development*	*Vendor Selection*	*Contract Negotiations and Approval*	*Implementation Assistance*
Monroe County, Florida (74,000)	•	•	•	•	•	•	•
Montgomery County, Pennsylvania (831,000)	•	•	•	•	•	•	•
Outagamie County, Wisconsin (184,000)	•	•	•	•	•	•	•
Peoria County, Illinois (179,000)	•	•	•	•	•	•	•
Person County, North Carolina (39,000)							•
Saginaw County, Michigan (191,000)	•	•	•	•	•	•	•
Scott County, Iowa (175,000)	•	•	•	•	•	•	•
Yamhill County, Oregon (107,000)	•	•	•	•	•	•	•
Municipalities							
City of Alameda, California (79,000)							•
City of Amarillo, Texas (199,000)	•	•	•	•	•	•	•
City of Aurora, Colorado (369,000)	•	•	•	•	•	•	•
City of Avondale, Arizona (85,000)	•	•	•	•	•	•	•
City of Beaverton, Oregon (97,000)	•	•	•	•	•	•	•
City of Boca Raton, Florida (91,000)	•	•	•	•	•	•	•
City of Broken Arrow, Oklahoma (112,000)	•	•	•	•	•	•	•
City of Cedar Falls, Iowa (41,000)	•	•	•	•	•	•	
City of Coral Springs, Florida (128,000)	•	•	•	•	•	•	•
City of Danville, Virginia (41,000)	•	•	•	•	•	•	
City of DeSoto, Texas (53,000)	•	•	•	•	•	•	
City of Detroit, Michigan (675,000)	•	•	•	•	•	•	•
City of Dover, Delaware (37,453)	•	•	•	•	•	•	•

	BerryDunn's Involvement						
	Needs Assessment	*Requirements Definition*	*RFI/RFP Development*	*Evaluation Criteria Development*	*Vendor Selection*	*Contract Negotiations and Approval*	*Implementation Assistance*
City of Edina, Minnesota (52,000)	•	•	•	•	•	•	•
City of Fargo, North Dakota (122,000)	•	•	•	•	•	•	
City of Farmers Branch, Texas (35,000)	•	•	•	•	•	•	•
City of Fort Collins, Colorado (165,000)	•	•					
City of Fountain Valley, California (56,000)	•	•	•	•	•	•	•
City of Frisco, Texas (177,000)	•	•	•	•	•	•	•
City of Gaithersburg, Maryland (68,000)	•						
City of Grand Prairie, Texas (193,837)							•
City of Helena, Montana (32,000)	•	•	•	•	•	•	•
City of Independence, Missouri (117,000)	•	•	•	•	•	•	•
City of Irvine, California (273,000)	•	•	•	•	•	•	•
City of Irving, Texas (230,000)	•	•	•	•	•	•	•
City of Lakeville, Minnesota (64,000)	•	•	•	•	•	•	•
City of Lawrence, Kansas (96,000)	•	•	•	•	•	•	•
City of Livermore, California (90,000)	•	•	•	•	•	•	
City of Long Beach, California (470,000)							•
City of Mansfield, Texas (70,000)	•	•	•	•	•	•	
City of McKinney, Texas (181,000)	•	•	•	•	•	•	•
City of Midland, Texas (119,000)	•	•	•	•	•	•	•
City of Minot, North Dakota (48,000)						•	•

	BerryDunn's Involvement						
	Needs Assessment	*Requirements Definition*	*RFI/RFP Development*	*Evaluation Criteria Development*	*Vendor Selection*	*Contract Negotiations and Approval*	*Implementation Assistance*
City of Ormond Beach, Florida (42,000)							•
City of Philadelphia, Pennsylvania (1,581,000)	•	•					
City of Plano, Texas (287,000)	•	•	•	•	•	•	
City of Puyallup, Washington (41,000)						•	•
City of Redding, California (92,000)	•	•	•	•	•	•	•
City of Richland, Washington (53,000)	•	•	•	•	•	•	•
City of San Leandro, California (90,000)	•	•	•	•	•	•	
City of Simi Valley, California (126,000)							•
City Spokane Valley, Washington (98,000)	•	•	•	•	•	•	•
City of St. Charles, Missouri (70,000)	•	•	•	•	•	•	
City of Sugar Land, Texas (89,000)			•	•	•	•	•
City of Tampa, Florida (388,000)	•	•	•	•	•	•	•
City of Tucson, Arizona (525,000)	•	•	•	•	•	•	•
City of Weatherford, Texas (31,000)	•	•	•	•	•	•	•
City of Wheat Ridge, Colorado (31,000)	•	•	•	•	•	•	
City of Wilmington, North Carolina (117,000)	•	•	•	•	•	•	•
City of Worcester, Massachusetts (185,000)	•	•	•	•	•	•	•
Village of Downers Grove, Illinois (49,000)	•	•	•	•	•	•	•

	BerryDunn's Involvement						
	Needs Assessment	*Requirements Definition*	*RFI/RFP Development*	*Evaluation Criteria Development*	*Vendor Selection*	*Contract Negotiations and Approval*	*Implementation Assistance*
Village of Oak Park, Illinois (52,000)	•	•	•	•	•	•	•
K-12 Public Education							
Laramie County School District One, Wyoming (14,000 students)	•	•	•	•	•	•	
Syracuse City School District, New York (20,000 students)					•	•	•
Regional and Special Purpose							
Chicago Metropolitan Agency for Planning, Illinois (CMAP) (2,710,000)	•	•	•	•	•	•	•
Omaha-Council Bluffs Metropolitan Area Planning Agency, Nebraska (968,000)	•	•	•	•	•	•	
Tri-County Health Department, Colorado (1,400,000)	•	•	•	•	•	•	•
Waste Commission of Scott County, Iowa (175,000)	•	•	•	•	•	•	

ERP Systems and Functional Area Familiarity

Figure 4, on the following page, describes our experience with ERP software vendors, including those that we have reviewed as part of systems planning engagements and those that clients selected for implementation. Our experience assessing a wide variety of vendors means that we understand the capabilities and limitations of today's systems.

Our knowledge of today's systems is not only broad in terms of the number of vendors we have evaluated; our team also has a significant depth of expertise in assessing the full suite of modules offered by these vendors.

Figure 4: ERP System Vendor and Functional Area Experience



Financial Management

- Accounting, Finance, General Ledger
- Accounts Payable
- Accounts Receivable
- Budgeting
- Check Reconciliation
- Grant Management
- Payroll
- Procurement, Purchasing
- Project Accounting
- Treasury Management

Human Capital Management

- Applicant Tracking
- Benefits
- Certificates and Training
- Employee Timecard
- Human Resources
- Learning Management
- Payroll
- Performance Management
- Personnel
- Recruiting
- Time Entry, Scheduling

Tax, Billing, Collections

- Cash Receipts
- Credit Card Functionality
- Debt Service Management
- Miscellaneous Billing
- Payment Card Processing
- Point of Sale
- Revenue Collections
- Tax Billing and Collections

Permitting and Land Use

- Building Permits and Licenses
- Code Enforcement
- Computer Assisted Mass Appraisal
- Electronic Plan Review
- GIS
- Inspections
- Land Management
- Permitting
- Planning and Zoning

Public Safety

- Computer-Aided Dispatch
- Fire Records Management
- Records Management

Enterprise Asset Management

- Facilities Management
- Fixed/Capital Asset Management
- Fleet Management
- Inventory Management
- Work Orders

Utility Billing

- Customer Information Management
- Service Order Management
- Utility Management and Billing

Customer Relationship Management

- Customer-Facing Web Interface
- Customer Information Management
- Request for Service

Justice

- Municipal Court
- Jail Management
- Probation Management
- Prosecution Management

Other

- Business Intelligence
- Clerk/Recorders
- Contract Management
- Document Management
- Electronic Health Records
- Occupational Licensing
- Special Assessments

Regular Council Meeting Consent Agenda Statement

Item # 10F

Meeting Date: October 23, 2023

Agenda Item: Purchase of Work Order and Asset Management Software for Energy Services

Summary: Council is requested to approve a request from the Department of Energy Services to purchase Work Order and Asset Management Software from Brightly Software Inc. in the amount of $51,761.28.00.

The complete 59-month agreement totals $51,493.30.

• 1st 7-month Initial Investment	$13,794.04
• 2nd Year Subscription	$9,075.20
• 3rd Year Subscription	$9,347.45
• 4th Year Subscription	$9,627.88
• 5th Year Subscription	$9,916.71
Total	$51,761.28

Budget/Funding: 9401-43005 Maintenance Service Contract

Meetings: Work Session held October 2, 2023

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

Proposed Motion: I move that Council approve the purchase of Work Order and Asset Management Software from Brightly Software Inc. in the amount of $51,761.28.00.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

PREPARED FOR

Town Of Front Royal ("Subscriber")

Mary Ellen Lynn
Energy Services - Manager of Administration
P.O. Box 1560
Front Royal, VA 22630

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

COPY

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

September 8, 2023

Q-380521

Sourcewell/NJPA purchasing contract

- https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents (https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents).
- Contract #090320-SDI

Subscription Term: 56 months (11/01/2023 - 06/30/2028)

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Core Plus	11/1/2023	6/30/2024	14,440.00 Population	6,083.53 USD
- Electric and Gas Module	11/1/2023	6/30/2024		Included
- Dude Analytics	11/1/2023	6/30/2024		Included
- Asset Essentials Inventory	11/1/2023	6/30/2024		Included
4.0 Month(s) included at no additional cost on the first term 11/01/2023 - 02/28/2024				-3,004.21 USD
			Subtotal:	3,079.32 USD

Professional Services

Item	Pricing Based On	Investment
Asset Essentials Core Implementation with Consulting	14,440.00 Population	10,865.15 USD
		Subtotal: 10,865.15 USD

COPY

Total Initial Investment	13,944.47 USD

COPY

Cloud Services				
Item	**Investment Year 2 Start Date: 07/01/ 2024**	**Investment Year 3 Start Date: 07/01/ 2025**	**Investment Year 4 Start Date: 07/01/ 2026**	**Investment Year 5 Start Date: 07/01/ 2027**
Asset Essentials Core Plus	9,399.05 USD	9,681.02 USD	9,971.45 USD	10,270.59 USD
- Electric and Gas Module	Included	Included	Included	Included
- Dude Analytics	Included	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included	Included
Total:	9,399.05 USD	9,681.02 USD	9,971.45 USD	10,270.59 USD

COPY

Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration

- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
    - Kickoff call complete
    - Discovery call complete
    - Data, configuration, and training requirements documented
- Available data loaded
    - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
    - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
    - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
    - Administrator and Full User roles have received training on their role.
- Go-Live Support
    - 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.

COPY

- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
    - Confirm software and services purchased
    - Identify key stakeholders
    - Assign resources
    - Schedule key milestone dates, including anticipated project completion date
    - Access to Company's on-line Learning Management System
    - Access to an interactive project plan
- Discovery with Consultant
    - Interview key stakeholders to understand specific maintenance & operations objectives
    - Overview of AE with key stakeholders, including data import requirements
    - Determine optimal AE configuration to meet objectives and drive KPIs
    - Document data and configuration requirements
    - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
    - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
    - Populate key drop-down menus
    - Review/modify request and work order templates
    - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
    - Configuration demo to walk through the end-to-end workflow from request to completion
    - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
    - End-to-end walkthrough for their role
    - Desktop and mobile training
- Go-Live Support
    - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
    - Company Implementation specialist addresses any issues identified. Where issues require

COPY

product support, Implementation Specialist will submit to Company Support
    - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

COPY

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of $200 per year per additional 200GB of storage.

COPY

Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of

COPY

Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-380521 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

COPY

Illuminate: Bringing the best Ideas to Light

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11th-14th. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten

Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

Admission for Illuminate is $995 for tuition only and $1895 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning October 1st, 2023 through March 8th, 2024.

COPY

Signature

Presented to:

Q-380521
September 08, 2023, 1:46:15 PM

Accepted by:

Printed Name

Signed Name

Title

Date

COPY

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: July 17th, 2023

Re: Brightly - Work Order & Asset Management Software

The Department of Energy Services has done extensive research to find a Work Order/Asset Management Software that will best suit our needs. After several conversations and demonstrations from software companies, we have decided to move forward with Brightly's (Formerly Dude Solutions) Asset Essentials Program.

Brightly can be found on Sourcewell, contract attached, with identification number - #090320-SDI

Funds for this new yearly service were approved and are available in Line Item 9401-43005 Maintenance Service Contract.

Thank you,

Carey Saffelle
Director of Energy Services
Town of Front Royal

Regular Council Meeting Consent Agenda Statement

Item # 10G

Meeting Date: October 23, 2023

Agenda Item: FY24 Budget Amendment to Receive Grant Funding from Virginia Department of Health

Summary: Council is requested to approve a FY24 budget amendment in the amount of $250,000.00 to allow the Town to receive grant funding from the Virginia Department of Health (VDH) for lead service line inventory to allow the Town to meet new Environmental Protection Agency (EPA) requirements. The Town's environmental engineering firm, C.H.A., assisted the Town in applying for the VDH's Lead Elimination Assistance Program (LEAP).

Budget/Funding: FY24 Budget Amendment

9601-3310001	Water Treatment Plant Grants	$250,000.00
9602-43002	Water Line Maintenance Professional Services	$250,000.00

Meetings: Work Session held October 2, 2023

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

Proposed Motion: I move that Council approve a FY24 budget amendment in the amount of $250,000.00 to allow the Town to receive grant funding from the Virginia Department of Health (VDH) for lead service line inventory to allow the Town to meet new Environmental Protection Agency (EPA) requirements.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

DocuSign Envelope ID: CF04C28B-76BA-4ED0-BB8A-15FFEE5BD216

COMMONWEALTH of VIRGINIA

Department of Health

Karen Shelton, MD
State Health Commissioner

P O BOX 2448
RICHMOND, VA 23218

TTY 7-1-1 OR
1-800-828-1120

R. Christopher Lindsay
Chief Operating Officer

September 13, 2023

Subject: Warren County
Water – Town of Front Royal
Project - Lead Service Line Inventory
BIL-37L-22

Mr. Robbie Boyer
Town of Front Royal
102 E. Main Street
Front Royal, Virginia 22630

Re: Virginia Drinking Water State Revolving Fund
FY 2022 Bipartisan Infrastructure Law (BIL)
BIL Initial Offer – Lead Service Line Inventory

Dear Mr. Boyer:

The Virginia Department of Health (VDH) has completed a preliminary review of your application for drinking water construction funds. The determination of the funding package is shown below; however, this determination and your inclusion in VDH's Intended Use Plan is contingent on the availability of federal and state funding as well as the conditions below.

Based on the information provided, VDH determined the total funding package for your project is estimated to be **$250,000**. The funding package consists of **$250,000 as all principal forgiveness (grant).**

VDH recommends waterworks owners implement a revenue growth model that includes automatic annual rate adjustments that exceed inflation. Having adequate financial resources is crucial to maintaining a successful and sustainable waterworks. VDH recommends waterworks self-evaluate their financial positions using the attached ***Building Financial Sustainability/Financial Health Indicators*** to ensure they are able to provide for financial sustainability.

DocuSign Envelope ID: CF04C28B-76BA-4ED0-BB8A-15FFEE5BD216

VDH recommends all waterworks maintain updated Waterworks Business Operation Plans, Asset Management Plans, and/or Capital Improvement Plans. For more information on these plans, please contact Ms. Julie M. Floyd, Capacity Development Supervisor, at (540) 460-9348 or Julie.Floyd@vdh.virginia.gov. Mr. Barry Matthews, CPG, TCDO Division Director, is also available to answer questions on the Technical, Managerial, and Financial (TMF) review and he can be reached at (804) 864-7515 or Barry.Matthews@vdh.virginia.gov.

Lead and Copper Rule Revisions (LCRR) guidance, which includes service line inventory information, is located on VDH's webpage - https://www.vdh.virginia.gov/drinking-water/lcrr-guidance/. This VDH webpage also includes a link to EPA's webpage that provides LCRR Service Line Inventory Guidance - https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule. Your initial Lead Service Line Inventory and Lead Service Line Replacement Plan, if required, must be submitted to the Culpeper Field Office by the Lead and Copper Rule Revisions deadline of October 16, 2024. Please contact the Culpeper Field Office Staff for additional details. The phone number for this office is (540) 829-7340.

All recipients should expect to comply with the Build America/Buy America Act which includes American Iron and Steel, Davis Bacon Prevailing Wage, and other provisions will be required, if applicable.

The funding package and loan closing (if applicable) are conditioned on and are subject to change based on (but not limited to) the following:

(1) The availability of federal and state match funds to support the DWSRF Program,
(2) New restrictions/conditions that the EPA or VDH may require for participation in the Program or in the use of the SRF funds,
(3) The purpose, benefit, or scope of the project changes from the Preliminary Engineering Report (PER) or the DWSRF Application; or the VDH-ODW Field Office does not concur with the project purpose, benefit, or scope,
(4) Owner complying with the DWSRF Program requirements, and owner's progress to a timely closing according to a pre-negotiated schedule, or delays/changes in project readiness to proceed,
(5) Owner's history of activities with the ODW/DWSRF Program (i.e. late or non-payments or non-compliance),
(6) Owner obtaining user agreements from future water users in the project area, (if applicable)
(7) The financial estimates provided in your loan application changing,
(8) Owner's ability to secure the loan, if applicable. All loan offers will require an acceptable credit review by the Virginia Resources Authority,
(9) Owner soliciting other lenders for parity on this new debt,
(10) Owner being debarred or suspended from applying for state or federal funds,
(11) Waterworks maintaining compliance with the Virginia *Waterworks Regulations* and other applicable state/federal laws, regulations, policies, and procedures, and
(12) EPA mandates that all program assistance recipients demonstrate full technical, financial, and managerial capacity in order to receive funds. VDH may place special requirements on recipients in order to ensure capacity requirements are met prior to loan closing.

DocuSign Envelope ID: CF04C28B-76BA-4ED0-BB8A-15FFEE5BD216

An acceptance of this funding offer reflects a commitment on your part to these requirements. VDH reserves the right to by-pass any project that has not executed financial agreements within 12 months from the date of VDH's original award letter.

Please notify me in writing as soon as possible but no later than October 13, 2023, at the address above or via email, of your acceptance of this initial funding package offer or any concerns and additional factors that should be considered. Failure to notify me can be deemed as your withdrawal from this program. Please use the above referenced project number and name on all correspondence. If necessary, I can be contacted at (804) 629-7206 or at Kelly.Ward@vdh.virginia.gov.

Sincerely,

DocuSigned by:
Kelly Ward
8C1C79E9EDA547F...

Kelly Ward, Director
Division of Construction Assistance, Planning & Policy

cc: Barry Matthews, CPG, Division Director – Training, Capacity Development and Outreach
Keith Kornegay, P.E., FCAP Project Team Leader, Lexington Field Office
Tamara Anderson, LEAP Program Manager, Danville Field Office
Jeremy Hull, P.E., ODW Field Director, Culpeper Field Office
Joe Bergeron, VRA, Director of Financial Services and Investments
Stevie Steele, P.E., Vice President, CHA Consulting

DocuSign Envelope ID: CF04C28B-76BA-4ED0-BB8A-15FFEE5BD216

VDH/OFFICE OF DRINKING WATER
FINANCIAL AND CONSTRUCTION ASSISTANCE PROGRAMS (FCAP)

Building Financial Sustainability/Financial Health Indicators

Having adequate financial capacity and an acceptable credit review is a Program requirement for revolving fund loan projects. Listed below are some financial indicators that may be evaluated during a review by VDH or by the Virginia Resources Authority (VRA). Reviews are not limited to the factors listed below and may include other factors.

Revenue Pledge Factors: *(User fees pledged for loan repayment)*

1. ***Debt Service Coverage Ratio:*** Net Revenue (revenue – O&M) available for debt service divided by applicable debt service. Evaluated using the first two fiscal years after project completion.

   - Poor — Less than 1.15x
   - Adequate — From 1.15x to 1.5x
   - Strong — Greater than 1.5x

2. ***Days Cash on Hand:*** Amount of total available unrestricted liquid reserves divided by daily operating expenditure requirements.

   - Poor — Less than 60 days
   - Adequate — From 60 to 120 days
   - Strong — Greater than 120 days

3. ***Operating Ratio:*** Total operating income plus operating reserves divided by total operating costs (not including debt)

   - Poor — Less than 1.1
   - Adequate — From 1.1 to 3.0, Small systems (1.25 to 3.0), Medium and large (1.1 to 2.0)
   - Strong — Greater than 3.0 Small systems (3.0), Medium and large (2.0)

General Obligation Factors:[1] *(Locality pledges its full faith and credit, backed by taxing power)*

4. ***State Aid (if applicable):*** Available state aid divided by applicable debt service.

   - Poor — Less than 1.0x
   - Adequate — From 1.0x to 1.5x
   - Strong — Greater than 1.5x

5. ***Debt Service vs. Expenditures:*** Debt service compared to the total operating budget.

   - Poor — Greater than 15%
   - Adequate — From 10% to 15%
   - Strong — Less than 10%

[1] Evaluate the debt, revenues, and expenses of the entire entity and not just the waterworks enterprise fund

DocuSign Envelope ID: CF04C28B-76BA-4ED0-BB8A-15FFEE5BD216

6. ***Unassigned Fund Balance:*** Unassigned fund balance vs. total revenue.

   - Poor Less than 5%
   - Adequate From 5% to 10%
   - Strong Greater than 10%

7. ***Debt Payout Ratio:*** Measurement of how much debt is paid off in ten years.

   - Poor Less than 50%
   - Adequate From 50% to 60%
   - Strong Greater than 60%

8. ***Total Debt vs. Total Valuation:***

   - Poor Greater than 6%
   - Adequate From 2% to 6%
   - Strong Less than 2%

Other Factors:

9. ***Affordability Index Target:*** Annual residential bill divided by Annual Median Household Income (MHI).

   - 1% for average gallons per month*
   - 2% for 5,000 gallons per month

* Use the rate structure (in-town, if applicable) for residential customers and apply it to the average monthly residential water usage to derive the average monthly user rate for evaluation under the DWSRF Program. The average monthly residential water usage is to be based on residential water meter data. Waterworks are expected to meet or exceed the target rate criteria at the time of project completion.

Other considerations:

Experience has shown that fairly structured utility rates that implement gradual rate increases annually have been the most acceptable to the ratepayers and most effective in keeping revenue at pace with costs.

VDH recommends waterworks implement a revenue growth model that factors in increases (e.g. operational costs, inflation, etc.), other costs (e.g. asset/equipment replacements, technology upgrades, capital improvements, etc.), and takes into account other potential revenue reductions (e.g. future regulations, reductions from water conservation, etc.).

VDH recommends waterworks establish and fund a capital reserve fund that adequately supports capital improvements and asset replacements.

VDH reserves the right to require an implementation schedule acceptable to VDH for those waterworks that may need additional time for implementation of significant rate increases.

Regular Council Meeting Consent Agenda Statement

Item # 10H

Meeting Date: October 23, 2023

Agenda Item: Task Order for Lead Service Line Program Management Services

Summary: Council is requested to approve a task order for CHA Engineering in the amount of $250,000.00 to develop an inventory that identifies the materials of all potable water service lines and submit to the Virginia Department of Health (VDH) by October 16, 2024, contingent upon Council approving a budget amendment to receive grant funding from VDH in the amount of $250,000.00. This inventory must be developed for every service line connected to the Town's distribution system, regardless of ownership or current use status, and each service line must be identified by a specific address associated with the line.

In accordance with the Virginia Public Procurement Act, CHA Engineering was awarded a contract with the Town of Front Royal for Environmental Engineering Services by the Town Council on June 27, 2022 and has subsequently been renewed.

Budget/Funding: Upon approval of a FY24 budget amendment for grant funding from the Virginia Department of Health there will be $250,000.00 budgeted for this project.

9602-43002Water Line Maintenance Professional Services $250,000.00

Meetings: Work Session held October 2, 2023

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

Proposed Motion: I move that Council approve a task order for CHA Engineering in the amount of $250,000.00 to develop an inventory that identifies the materials of all potable water service lines and submit to the Virginia Department of Health (VDH) by October 16, 2024 aka as Lead Services Line Program Management Services, contingent upon approval of a FY24 budget amendment to receive grant funding in the amount of $250,000.00 from the Virginia Department of Health.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

September 20, 2023

Mr. Robert Boyer
Director of Public Works
Town of Front Royal Public Works
800 Crosby Rd-Extended
Front Royal, VA 22630

Re: Town of Front Royal Lead Service Line Program Management Scope of Services – BIL-L-37

Dear Robert:

The Town of Front Royal (Town) received a $250,000 funding award from Lead Elimination Assistance Program (LEAP) and the Virginia Department of Health (VDH) Drinking Water State Revolving Loan Fund (DWSRF) for Lead Service Line (LSL) Inventory Mapping and LSL Replacement. CHA has been selected to assist with preparation of the mapping along with the other activities that are required by the LEAP program, VDH, and EPA. The following detailed scope has been developed to implement the mapping and program activities:

PROJECT UNDERSTANDING

The Town must develop an inventory that identifies the materials of all potable water service lines and submit it to the Virginia Department of Health (VDH) Office of Drinking Water (ODW) by October 16, 2024. This inventory must be developed for every service line connected to the distribution system, regardless of ownership or current use status, and each service line must be identified by a specific address associated with the line.

The pipe materials classifications for this inventory are lead, galvanized requiring replacement (GRR), unknown, and non-lead. If any portion of a line is lead pipe or lead-lined galvanized pipe, it is considered a lead service line (LSL). If the only lead portion of the pipe is a lead gooseneck, pigtail, or connector, the service line is not considered a lead service line, although the EPA recommends that the Town track these components as well. Galvanized pipes must be analyzed to determined whether they are or ever were downstream of a lead service line and if so, are considered galvanized requiring replacement. If there are no records that can prove the galvanized line was never downstream of an LSL, it must also be considered GRR. Galvanized pipes that were ever downstream from an LSL may have adsorbed lead and contributed to lead in the drinking water supply. Pipes can also be classified as non-lead if demonstrated through evidence-based record or a technique that determines the actual material (galvanized that was never downstream of a LSL, copper, or plastic). Finally, a pipe may be classified as unknown if there is no documented evidence that supports a material classification.

Pipe materials must be classified for both the Town owned and customer owned portions of each service line. Each portion will be classified as lead, galvanized requiring replacement (GRR), unknown, or non-lead. Once each portion is classified individually, the overall service line can be classified according to a hierarchy of materials. If any portion of the line is lead, the entire service line must be classified as lead, which requires replacement. For example, if the Town owned portion of the service line is lead, but the customer owned portion is non-lead (plastic), the entire service line must be classified as lead. **Table 1** shows this classification hierarchy that will be used to build the Town's lead service line inventory.

Table 1 – Classification of Service Line Material Based on Town/Customer Ownership

Town-owned Portion	Customer-Owned Portion	Classification for Entire Service Line
Lead	Lead	Lead
Lead	Galvanized requiring replacement	Lead
Lead	Non-lead	Lead
Lead	Lead status unknown	Lead
Non-lead	Lead	Lead
Non-lead and never previously lead	Non-lead, specifically galvanized pipe material	Non-lead
Non-lead	Non-lead, material other than galvanized	Non-lead
Non-lead	Lead status unknown	Lead status unknown
Non-lead, but system unable to demonstrate it was not previously lead	Galvanized requiring replacement	Galvanized requiring replacement
Lead status unknown	Lead	Lead
Lead status unknown	Galvanized requiring replacement	Galvanized requiring replacement
Lead status unknown	Non-lead	Lead status unknown
Lead status unknown	Lead status unknown	Lead status unknown

SCOPE OF SERVICES

CHA proposes to provide a lead service line inventory spreadsheet that will be submitted to VDH ODW by October 16, 2024, which will comply with all VDH regulations. 120Water as a subconsultant to CHA will develop a custom inventory within their software as well as an ArcGIS environment with preliminary inventory findings and updates as the lead service line inventory program progress. The 120Water system will be used to fulfill customer notification requirements and provide education and communication throughout the various stages of the program.

Phase 1 – Kickoff

The CHA team will host a kickoff meeting with the Town and VDH to familiarize Town staff with the lead service line inventory requirements and the project timeline and deliverables. The project team will identify and discuss the existing data sources and systems that will be accessed by CHA for investigation in order to compile the preliminary lead service line inventory.

Phase 2 – Base Mapping and Data Preparation

The CHA team will work with the Town to develop a base mapping and database platform that will house all data that is collected. This platform will include GIS, ArcGIS, 120Water software, and a Fulcrum field data collection tool to create data points with address identifier for each service line in the Town. This platform will be the main data management tool throughout the duration of the project.

Phase 3 – Lead Service Line Identification

Throughout the course of the service line inventory development phase, the CHA team will be utilizing and recommending a variety of verification methods based on the characteristics the various services areas in Town. Our verification methods are separated into three categories:

1. Records Review – This includes any records that can verify service line material type through non-destructive methods and without involving individual property owners. Records that will be utilized include but are not limited to the following:
    a. Build Permits – This method will verify data of structure construction. Structures that were built prior to 1988 will be inventoried as service lines with non-lead.
    b. Water System As-built Mapping – Distribution system as-builts that verify pipe material will be utilized to inventory both the municipal and private service lines.
    c. Distribution Maintenance and Work Order Reports – Municipal records that document installation, replacement, or repair of municipal service lines will be utilized to inventory municipal service lines.
2. Visual Inspection – This includes multiple methods that all involve visual verification. Methods for this category include but are not limited to the following:
    a. Meter Setters – Documented inspection of the pipe material pipe that enters a water meter from the municipal or private side will be utilized to inventory service lines. Photos will be taken to document and verify. The Fulcrum Application will be utilized for this method.
    b. In-House Piping – Inspection of the piping inside of a structure footing will be utilized to inventory service lines on the private side. Photos and/or lead swab or surface testing (with photo of results) will be taken to document and verify.
    c. Excavation – Potholing on either side of the meter will be utilized to verify service line material type. Photos will be taken to verify and document.
3. Sampling – This includes sampling on the private side of the meter. The methods planned for this category include but are not limited to the following:
    a. Private sampling - Utilizes kits that are provided to the property owner with instructions on how to properly take the sample and provide documentation to meet VDH requirements. These kits may include lead swab or surface test kits and water lead testing kits.
    b. CHA/120Water sampling – This would include coordination with property owners to collect sampling that can verify service line material type. These kits may include lead swab or surface test kits and water lead testing kits.

Predictive modeling, and emerging methods may also be considered at some point in the future. We will coordinate with ODW in advance of using these methods as ODW approval is required prior to accepting the results from these methods. The full list of VDH approved inventory verification methods are as follows:

Required Records Review	
Category	Description
Previous Materials Evaluation (4.1)	Information used for initial tap sampling inventory, special monitoring for corrosivity characteristics.
Construction and Plumbing Codes and Records (4.2)	All construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials used to connect structures to the distribution system (40 CFR §141.84(a)(3)(i)).
Water System Records (4.3)	All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures (40 CFR §141.84(a)(3)(ii)).
Virginia Requirements (6.1.1)	Most recent approved LCR material survey. Lead Ban Guidance and Chronology (posted on ODW's website).
Ongoing Updating Required (3.4)	Systems must identify and track information on service line material as they are encountered during normal operations (e.g., checking service line materials when reading water meters or performing maintenance activities) (40 CFR §141.84(a)(5)).
	Any service line replacements or materials inspections. (40 CFR §141.84(a)(6)).

Additional approved criteria for classification as non-lead:

1. Classification based on service line installation date, home construction date, or original water main installation date. See the Lead Chronology document on ODW's Lead and Copper Rule Revisions guidance webpage.
2. Service lines larger than 2-inches are considered non-lead.

Service Line Material Investigation Methods	
Pre-approved	**ODW Review and approve in advance**
Visual inspection of service line material at meter setting	Water quality sampling (ODW to publish a protocol)
Visual inspection inside home/building	Statistical methods (see Michigan EGLE protocol)
Customer self-identification	Predictive modeling (see New Jersey guidance)
Closed Circuit Television inspection (external)	Emerging methods
Magnet and Scratch Test	Other methods
Excavation – vacuum and mechanical	

Notes:

1. Items not listed as pre-approved must be reviewed and approved by ODW in advance.
2. This is a living document. Check ODW's Lead and Copper Rule Revisions guidance webpage for updates.

Phase 4 – 120Water Software Import and Evaluation

At the conclusion of each inventory identification method evaluation, 120Water will import the inventory data into their software platform. The platform will create a database containing inventory mapping that includes service line identification for each and every data point in the platform. The ArcGIS / GIS and VDH LSL spreadsheet databases will be updated, and reports will be prepared for presentation to the Town for review and comment. The CHA team will collaborate with the Town to determine if additional investigation is needed with the current method or if a new method should be engaged based on the results and the various connection types within the Town service area. This process will be repeated until all methods that do not require customer interaction have been utilized. At the conclusion of this effort, the CHA team will collaborate with the Town to determine how to proceed which could include but is not limited to the following:

1. Providing surveys to customers with instructions on how to provide documentation related to their service line. This could include a request to take a photo of their service line, performing a scratch test, or collecting a sample following proper protocol.
2. Excavation on both sides of the meter to determine pipe material. Utilization of this method will only occur if the Town determines that this activity justified and necessary. This method should be utilized as a last resort.

Phase 5 – Preliminary Lead Service Line Inventory

The CHA team will utilize the data collected in phases 2 - 4 to develop an inventory that will be organized and compiled to VDH standards using the spreadsheet template required by VDH. The preliminary, full system inventory findings will be presented to the Town with a summary of the number of service lines the project team was able to definitely categorize as well as the geographic areas that will require additional investigation. After Town review, CHA will submit the inventory to VDH ODW. As part of this phase, the CHA team will propose the methodology for customizing the 120Water platform to meet the Town's specific needs, which may include custom data fields, location and service line identifiers, and prioritizations.

Phase 6 – Software Training

The CHA team will coordinate a training meeting with 120Water and the Town's intended user(s) on the software platform using the Town's inventory data. During this training session, the 120Water team and the Town will discuss the Town's current data systems and processes and provide guidance on using the 120Water platform for long-term LSL management. This training will also include the use of the Town's specific 120Water-ArcGIS environment.

Phase 7 - Customer Notifications

After the initial inventory is finalized and submitted, customers served by LSLs, GRRs, or unknown pipes must be notified within 30 days. This notification is required to include the classification of the service line (LSL, GRR, or unknown), the health effects of lead, and the steps available to minimize lead exposure in drinking water. Depending on the classification of the service line involved in each individual notification, the notice must also include information about opportunities to replace LSLs or GRRs or information about opportunities to verify the material of the line if it is unknown.

The 120Water software can be used to customize customer notifications and education in line with Town expectations and satisfying all VDH and EPA requirements. Communications can be automatically generated within the software for a single location or the entire distribution system. The software will also show a history of all communications and activities with customers by location for easy tracking and recordkeeping.

Phase 8 - Notification and Sampling at Schools and Day Care Centers

CHA will compile a list of all schools and day care centers that are served by the Town water distribution system, as required by the EPA under the Lead and Copper Rule Revisions. All schools and childcare facilities that were constructed before September 4, 2018, must be notified of the health effects of lead and of the requirement by VDH and the EPA to sample the potable water. Concurrent with customer notifications, CHA and 120Water will notify schools and day care centers of the testing requirement and schedule sampling. The testing will follow EPA protocol for sampling lead in the water supply and 120Water will incorporate the sampling results and dates into the 120Water software platform and ArcGIS environment as necessary. This recordation and testing will satisfy all VDH requirements. Secondary schools, which serve students in 7th grade and above are not required to undergo lead testing unless requested by the school. However, CHA recommends that these schools be tested as well for full transparency.

Phase 9 – Lead Service Line Replacement Program

The CHA team will work with the Town to develop a lead service line replacement plan that includes timing, public outreach, funding, and implementation scheduling. The plan will be developed to target areas with the highest concentration of LSL inventory. The plan will be developed in accordance with 40 CFR § 141.84 b, and will include the following at a minimum:

1. Prioritization strategy that will include, but is not limited to disadvantaged consumers, known lead service lines and sensitive populations.
2. Development of LSL replacement implementation plan that includes:
    a. Detailed process of customer notification protocol in compliance with 40 CFR 141.84 (b) (3)).
    b. Development of construction specifications (in compliance with ANSI/AWWA C810-17 Replacement and Flushing of Lead Service Lines).
    c. Development of pre-approved contractor list for performance of the work.
    d. LSL replacement inspection verification protocol.
    e. Development of program to roll out customer education related to service line and property maintenance responsibilities in the future.

3. LSL disposal plan.
4. Emergency repair plan.
5. Development of a LSL replacement financing plan.
6. Development of Lead Risk Mitigation procedures.
7. Development of a Lead Service Line Replacement Goal Rate in compliance with 40 CFR 141.84 (b) (4).

Phase 10 – Additional Investigation Methods, Notifications, and Program Management

At the conclusion of the initial LSL mapping effort, utilizing the methods explained in Phase 3, all remaining unknown service lines will be evaluated to determine an appropriate method to complete the inventory to the extent that is practicable. This could include excavation, in-house inspection, additional sampling, etc. The Town will have control of the budget associated with this phase and will determine how to proceed related to activity and associated costs.

Fee

The fee for the work outlined in this proposal is as follows:

Phase(s)	Activity	Unit	Cost
1, 2, 3, and 5	Kickoff, Base Mapping and Data Preparation, Lead Service Line Identification, Preliminary Lead Service Line Inventory	Lump Sum	$163,000
4 and 6	120Water Software Import and Evaluation, Software Training	Lump Sum	$15,500
7	Customer Notifications (assumes 3,500 total notifications)	Not to Exceed	$8,900
8	Notification and Sampling at Schools and Day Care Centers	Lump Sum	$7,500
9	Lead Service Line Replacement Program	Lump Sum	$40,100
10	Additional Investigation, Notification, and Program Management	Not to Exceed	$15,000
		Total	$250,000

Regular Council Meeting Consent Agenda Statement

Item # 10I

Meeting Date: October 23, 2023

Agenda Item: FY24 Budget Amendment to Accept Department of Criminal Justice Services (DCIS) American Rescue Plan Act (ARPA) Public Safety Grant, Approve an Agreement for the Purchases of Advanced License Plate Readers and Approve the Purchase of Two Vehicles for the Narcotics Investigations Division

Summary: The Front Royal Police Department has been awarded $165,000.00 through the Department of Criminal Justice Services (DCJS) American Rescue Plan Act (ARPA) Public Safety Grant to be used towards the purchases of Advanced License Plate Readers and two vehicles for use by the Narcotics Investigations Division.

Council is requested to approve a FY24 Budget Amendment in the amount of $165,000.00 to accept the DCJS ARPA Public Safety Grant funds, to approve an agreement with Flock Safety for the sole source purchase of Advanced License Plate Readers in the amount of $74,100.00, and to approve the purchase of two 2024 Chrysler Pacifica touring vehicles from Hall Automotive utilizing the Commonwealth of Virginia's contract number CTR005867 in the amount of $86,950.00.

Budget/Funding: FY24 Budget Amendment

1000-3310010	General Fund Grant Proceeds	$165,000.00
3102-47001	Police Patrol Machinery & Equipment	$ 74,100.00
3107-47005	Task Force Motor Vehicles	$ 90,900.00

Meetings: Work Session held October 2, 2023

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

Proposed Motion: I move that Council approve a FY24 Budget Amendment in the amount of $165,000.00 to accept the Department of Criminal Justice Services (DCIS) American Rescue Plan Act (ARPA) Public Safety Grant; to approve an agreement with Flock Safety for the sole source purchase of Advanced License Plate Readers in the amount of $74,100.00; and, to approve the purchase of two 2024 Chrysler Pacifica touring vehicles from Hall Automotive in the amount of $86,950.00.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

June 2, 2023

Joe Waltz
Town Manager
102 East Main Street
Front Royal,Virginia 22630

RE: 508516-LE ARPA - Law Enforcement Equipment

Dear Joe Waltz:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **510064** and was approved for a total award of **$165,000**, funded through Award Number **21.027 (2023 ARPA)**. The project period is **7/1/2022** through **6/30/2024**.

Included with this letter is a Statement of Grant Award/Acceptance (SOGA). Copies of the FY24 Special Conditions, Reporting Requirements, and Projected Due Dates are posted online at https://www.dcjs.virginia.gov/grants/grant-requirements for your review. In addition, there may be "Action Item" Special Conditions related to your grant award called *Encumbrances* that require your immediate attention. If there are any, please submit those documents via the On-line Grants Management System (OGMS) at https://ogms.dcjs.virginia.gov/.

If you have not previously done so, you must register to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here https://www.dcjs.virginia.gov/grants/ogms-training-resources along with other resources and training videos. All registrants will be approved within 3 – 5 business days.

Additional reporting requirements will be necessary for purchases over $5000.00. Please refer to the grant conditions regarding the required documentation for claims submission and reimbursement on page 12 of the ARPA Grant Special Conditions. Documentation may include, but not be limited to: Equipment Type, VIN or Serial Number, Title Holder, Date of Acquired Goods/Services, and Description of Measures Taken to Prevent Loss, Damage.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to **rr-learpagrants@dcjs.virginia.gov**. Please note that you will not be able to draw down funds on this grant until DCJS receives the signed SOGA, and the grant is in Underway status in OGMS.

If you have any questions, please contact your DCJS Grant Monitor through the OGMS portal, or contact the ARPA staff at **rr-learpagrants@dcjs.virginia.gov**.

Sincerely,

Jackson Miller

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

508516-LE ARPA - Law Enforcement Equipment

Subgrantee:	Front Royal
DCJS Grant Number:	510064
UEI Number:	**N7VQXJM58JP6**
Grant Start Date:	7/1/2022
Grant End Date:	6/30/2024
Federal Grant Number(s):	21.027 (2023 ARPA)
Federal Awardee:	U.S. Department of Treasury
Federal Catalog Number:	21.027
Project Description:	Coronavirus State and Local Fiscal Recovery Funds
Federal Start Date:	7/1/2022

Federal Funds:	**$165,000**
State Funds:	
Local Match:	_____
Total Budget:	**$165,000**

Indirect Cost Rate: _____% ***If applicable**

Project Director	Project Administrator	Finance Officer
Jason Ryman Major 900 Monroe Avenue Front Royal, Virginia 22630 540-635-2111 jryman@frontroyalva.com	Joe Waltz Town Manager 102 East Main Street Front Royal, Virginia 22630 540-635-8007 jwaltz@frontroyalva.com	Billy Wilson Director of Finance 102 East Main Street Front Royal`, Virginia 22630 540-635-7799 bwilson@frontroyalva.com

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

Flock Safety + VA - Front Royal PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Shane MacGregor
shane.macgregor@flocksafety.com
4344206138

Created Date: 08/04/2023
Expiration Date: 08/31/2023
Quote Number: Q-17788
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 23 East Jackson Street Front Royal, Virginia 22630

Ship To: 23 East Jackson Street Front Royal, Virginia 22630

Billing Company Name: VA - Front Royal PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 48 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$18,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$350.00	6	$2,100.00

Subtotal Year 1:	$20,100.00
Annual Recurring Subtotal:	$18,000.00
Estimated Tax:	$0.00
Contract Total:	$74,100.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$20,100.00
Annual Recurring after Year 1	$18,000.00
Contract Total	$74,100.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

flock safety

Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer and developer of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology®:
    - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
    - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
    - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
    - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
    - Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:
    - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
    - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
    - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
    - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:
   - One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
   - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
   - Privacy controls to enable certain vehicles to “opt-out” of being captured

4. Integrated Audio & Gunshot Detection:
   - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Live Video Integration:
   - Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety Falcon® ALPR cameras
   - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
   - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
   - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep

6. Situational Awareness:
   - FlockOS™ is the world’s first and only public safety operating system compatible with Flock Safety™ live streaming fixed and PTZ Condor camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and

third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS™ ESRI-based map
- FlockOS™ features Flock Safety™ unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

7. Partnerships:
    - Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
    - Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
    - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

8. Warranty & Service:
    - Lifetime maintenance and support included in subscription price
    - Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
    - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety®

SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Police Department

Description of Commodities or Services: Advanced License Plate Readers

On the lines below initial all entries that apply to this procurement.

X_____ Original manufacturer's equipment or parts subject to specific patent or copyright (Please attach supporting documentation)

_____ Equipment or parts not interchangeable with similar parts or equipment of another manufacturer (Please attach supporting documentation)

_____ Original manufacturer's parts required to maintain equipment warranty (Please attach copy of manufacturer's warranty)

_____ This is the only known equipment or part that meets the specialized needs of this department or perform the intended function (Please attach explanation)

_____ This is the only known vendor that can perform the repair, maintenance, or render the service. (Please attach supporting documentation)

X_____ Commodities or services are only available from this vendor because of legal requirements. (Please attach explanation)

_____ None of the above apply (Please attach explanation)

Based on the above, I request that competitive purchasing procedures be waived and that the commodities or services be procured as a sole source procurement. I have obtained a price quote from this sole source vendor and the price has been determined to be fair and reasonable based on:

Circle one: History Cost of similar commodities or services

Published prices Negotiated cost

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides that written notification of a sole source purchase must be posted in a designated public area, published in a newspaper of general circulation, or posted on the Town of Front Royal web site.

Initiator: _____ **Date:** 9-1-23
Signature

Verification by Department Head: _____
Signature

COPY

COMMONWEALTH OF VIRGINIA

DIVISION OF PURCHASES & SUPPLY (DPS) 1111 East Broad Street, Richmond, Virginia 23219

DEPARTMENT OF GENERAL SERVICES

Contract Number CTR005867
Formerly Contract E194-105951
Vehicle: 7-Passenger Mini-Van

CONTRACT PERIOD	September 19, 2022 through September 18, 2027
CONTRACT TYPE	Mandatory Statewide
RENEWALS REMAINING	0
AUTHORIZED USERS	Commonwealth of Virginia state agencies, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301
CONTRACTOR & eVA ID #	Hall Automotive SUP000121
CONTRACTOR(S) POINT OF CONTACT	Jake Clarke | 757-498-2303 Jake.clarke@hallauto.com
CUT OFF DATE	TBD
MINIMUM ORDER	N/A
PAYMENT TERMS	Net 30
DELIVERY	200 Days ARO
DPS CONTRACT OFFICER	Tracy Wrenn | 804-786-5410 Tracy.Wrenn@dgs.virginia.gov
COMMODITY CODE(S)	07192
LAST UPDATE & PURPOSE	June 20, 2023 New Model Year Pricing

INFORMATION:

PURCHASING REQUIREMENTS:

1. **Fleet Numbers:** All ordering entities are required to have a Fleet Number prior to placing a Vehicle order. If you do not have a Fleet Number, or are unsure if you have one, please contact the Dealer/Vendor directly. The Dealer can verify if you have an existing number and/or can provide you with the contact information to obtain a new one. Dealers cannot place your order with a Manufacturer until you have a Fleet Number.

2. **For State Agencies Only**: Prior to purchasing any motor vehicle, **all State Agencies** must submit a completed OFMS Form 1 to the DGS Office of Fleet Management (OFMS) for their approval, (***Code of Virginia* 2.2-1176**). The OFMS Form 1 must be sent to the fax or email address listed on the form. **Once you have a fully approved OFMS Form 1**, please review the Punch Out Ordering Guide Note: All purchase orders must be issued through eVA.

3. **For Local Government, Political Subdivisions and Other Public Bodies**: *Prior to purchasing any motor vehicle from a DPS Vehicle Contract*, the ordering entity must be registered in eVA. To register and set up your entity's eVA account, go to the eVA Local Government site. Once you are eVA registered, please re*view the* Punch Out Ordering Guide. Note: All purchase orders must be issued through eVA.

4. For Private Institutions of Higher Education: Please review the following; Utilization of DPS Contracts by Private Institutions of Higher Education.

ORDERING INSTRUCTIONS

5. Ordering Method: Unless otherwise instructed or exempted by DPS, all Authorized Users placing orders against this Contract must place purchase orders through eVA.

6. Punchout Catalog Purchase Order Information: Click Shop, Search→ Products search -Type DGS Vehicles→ Click the Cart to Globe button (blue button) → Shop for items as necessary

7. Authorized User Acceptance: Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving Authorized User.

Additional Questions or Assistance?

Questions or assistance with using eVA? - Contact eVA Customer Care at (866)-289-7367, Email: eVACustomerCare@dgs.virginia.gov or visit the eVA Buyer Training.

Questions or assistance on a Vehicle Contract or spreadsheet? – Contact the DPS Contract Officer listed on the Contract.

Questions or assistance with the OFMS form? – Contact the Office of Fleet Management.

OVERVIEW:

Authorized Users: The Code of Virginia authorizes the use of this contract by state agencies, public institutions of higher education, and other public bodies per § 2.2-1110. Additionally, §2.21120 of the Code of Virginia authorizes the use of this contract by, but not limited to:

- Corporation operating in Virginia and granted tax exempt status under § 501(c)(3) of the Internal Revenue Code and operating as clinics for the indigent and uninsured that are organized for the delivery of primary health care services.
- Organizations that provide transportation services in Virginia and receive funding from the Federal Transit Administration (FTA) or the Commonwealth Transportation Fund (CTF).
- Private institutions of higher education that are chartered in Virginia or chartered by an Act of Congress in 1821 and have been granted tax-exempt status under § 501(c)(3) of the Internal Revenue Code

PRICING

Please refer to eVA Punch out catalog or Pricing Schedule for options and pricing.

THIS SPREADSHEET IS SOLEY FOR REFERENCE/INTERNAL PURPOSES. PLEASE ENTER THE ORDER THROUGH THE eVA PUNCH OUT CATALOG

Vehicle Configuration **DPS Contract # E194-105951 CTR005867** Effective: 9/19/2022 through 9/18/2027 **Commodity: 2024 Chrysler Pacifica Touring** **eVA Vendor: Hall Automotive, LLC, eVA SUP000121** NIGP Commodity Code: 141101 Passenger Cars This form shall be used as a preliminary worksheet only , to configure prices, options needed. Complete the yellow blocks only. Use eVA catalog, enter all Purchase Orders into eVA system.	Option/ Order Code	Unit Price	Vehicle Configuration- 1st Vehicle Enter Order Quanity (QTY) in Yellow Column Only.		Vehicle Configuration- 2nd Vehicle Enter Order Quanity (QTY) in Yellow Column Only.	
2024 Chrysler Pacifica Touring, 7 Passenger Multi-Purpose Vehicle (Mini-Van)(Base vehicle & Price)	RUCR53	$ 43,280.00	1	$ 43,280.00	1	$ 43,280.00
AWD-2024 Chrysler Pacifica Touring AWD	RUFR53	$ 6,200.00		$ -		$ -
HYBRID-2024 Chrysler Pacifica Touring FWD Hybrid	RUEH53	$ 13,000.00		$ -		$ -
				$ -		$ -
Additional Delivery Charges (Note: 50 Miles are included in the base price of each vehicle.) Only enter miles *in excess* of 50. This spreadsheet will auto calculate the excess mileage times the qty. of vehicles ordered per column. This Additional Delivery Charge is for delivery points 51 miles and over from the Dealers shipping point.		$ 1.80		$ -		$ -
Safety Sphere	AAU	$ 1,195.00		$ -		$ -
Mopar Roadside Emergnecy Kit	ACK	$ 175.00		$ -		$ -
		$ -		$ -		$ -
Colors- Standard Manufacturer's Choices (Customer must pick one when ordering)				$ -		$ -
Baltic Grey Metallic Clear Coat **(late availability)**	PAS	$ 195.00	1	$ 195.00		$ -
Bright White Clear Coat	PW7	$ -		$ -		$ -
Brilliant Black Crystal Pearl Coat	PXR	$ -		$ -	1	$ -
Fathom Blue Pearl Coat **(late availability)**	PPS	$ 495.00		$ -		$ -
Red Hot Pearl Coat **(late availability)**	PR6	$ 495.00		$ -		$ -
Silver Mist Clear Coat	PSE	$ 195.00		$ -		$ -
				$ -		$ -
Total Cost for each Base Vehicle Plus Options				$ 43,475.00		$ 43,280.00
Note to State Agencies & Public Bodies- Options above are ONLY options which may be ordered. No other options available on this contract.						

Enter Color and other information or instructions in Yellow Block to the Right ------->	

Regular Council Meeting Consent Agenda Statement

Item # 10J

Meeting Date: October 23, 2023

Agenda Item: Reappointment to the Local Board of Building Code Appeals (LBBCA)

Summary: Council is requested to reappoint a member to the Local Board of Building Code Appeals (LBBCA) to a four-year term.

Budget/Funding: None

Meetings: Work Session held October 2, 2023

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

Proposed Motion: I move that Council reappoint C. Frank Stankiewicz to the Local Board of Building Code Appeals (LBBCA) to a 4-year term expiring November 1, 2027.

Moved _____ Seconded _____

DeDomenico-Payne _____ Ingram _____ Morris _____ Rappaport _____ Rogers _____ VM Sealock _____

Regular Council Meeting Consent Agenda Statement

Item # 10K

Meeting Date: October 23, 2023

Agenda Item: Appointment to the Board of Architectural Review (BAR)

Summary: Council is requested to appoint a member to the Board of Architectural Review (BAR) to a 4-year term beginning November 13, 2023 and ending November 13, 2027.

Budget/Funding: None

Meetings: Work Session held October 2, 2023

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

Proposed Motion: I move that Council appoint Ellen Aders to the Board of Architectural Review (BAR), said term to begin November 13, 2023 and end November 13, 2027. I further move that Council accept Ellen Aders' resignation from the Local Board of Building Code Appeals (LBBCA) to be able to serve on the BAR.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

Regular Council Meeting Agenda Statement

Item # 11A

Meeting Date: October 23, 2023

Agenda Item: Automated Speed Enforcement System Agreement with Blue Line Solutions, LLC

Summary: Council is requested to approve an Automated Speed Enforcement (ASE) System Agreement with Blue Line Solutions LLC. (BLS) as presented. Virginia State Code § 46.2-882.1. authorizes localities to enter into contracts for automated speed enforcement in school and construction zones. The Town desires to contract with BLS for use of ASE in the following four school zones to monitor excessive speeding infractions before and after normal school hours: Warren County Middle School, Skyline Middle School, A.S. Rhodes Elementary School and Ressie Jeffries Elementary School beginning upon completion of the installation of the equipment and after the education and warning periods.

The ASE System is described as photographic traffic monitoring device [equipment] capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.

On August 28, 2023, Council authorized the Town Attorney to negotiate an Automated Speed Enforcement Systems Agreement with Blue Line Solutions, LLC as a cooperative agreement and bring it back to Council at a later time for review and ultimate approval. The agreement was reviewed on October 2nd and Council agreed to place it on the October 23rd regular meeting for final approval.

Budget/Funding: There will be no expense from the Blue Line Solutions LLC Agreement

Meetings: Work Sessions held June 12, August 7, August 14, October 2, 2023.
Regular Meetings held June 26 and August 28, 2023.

Proposed Motion: I move that Council approve the Automated Speed Enforcement (ASE) System Agreement with Blue Line Solutions, LLC, as presented and authorize the Town Manager to execute the agreement.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

AN AGREEMENT BETWEEN

BLUE LINE SOLUTIONS, LLC.
AND
TOWN OF FRONT ROYAL, VIRGINIA

DRAFT

TRUEBLUE™
SPEED ENFORCEMENT | SCHOOL ZONE

AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT is made this __3rd_____ day of ___October_____, 2023, by and between ***Blue Line Solutions, LLC*** (herein "BLS"), and the ***Town of Front Royal, Virginia*** (herein “Municipality”), within the Commonwealth of Virginia.

RECITATIONS

WHEREAS, the General Assembly of the Commonwealth of Virginia has authorized localities to enact ordinances to monitor, enforce and penalize violations of school zone and highway construction zone speed limits; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Speed Enforcement System" (herein “ASE" or “ASE System”) and the “Manned Photo Laser System” (herein “MPL” or “MPL System”); and

WHEREAS, Municipality desires to use the ASE and MPL Systems to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement; and

WHEREAS, Municipality relies on its duly-elected or appointed Chief or Sheriff for law enforcement functions, including speed and traffic enforcement, to include school zones and highway construction safety zones; and

WHEREAS, the Municipality has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance;

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

“Agency” means national, federal, state or local law enforcement agency within the municipality charged with its law enforcement functions. This includes, but is not limited to any: Police Office or Department, Sheriff’s Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.

"ASE System" or “APSE System” means Automated, Stationary Photo Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.

DRAFT

"MPL System" means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such date with images of such vehicle.

"Municipality" means, any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include, but are not limited to a: hamlet; village; borough (boro), town, township, city, precinct, district, parish, county, or state.

"Notice of Liability" means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the ASE and MPL System.

"Person" or **"Persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

DRAFT

1. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A.**

2. MUNICIPALITY AGREES TO PROVIDE:

The scope of work identified in **Exhibit B.**

3. TERM AND TERMINATION

a. The term of this Agreement shall be for 2 (two) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 2 (two) year periods at the sole option of Municipality. Either party may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

i) At any time during the term of this Agreement without cause and with 30-day notice, provided however, (a) if the Municipality terminates the Agreement prior to the expiration of the initial two (2) year term, the Municipality shall pay the applicable costs set forth in **Exhibit C(2)**; and (b) the Municipality shall not terminate this Agreement without cause in the first year of the term;

ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of either the ASE or MPL Systems or the parties' obligations under this Agreement;

iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use best efforts to continue to process any and all pending and legitimate traffic law Violations. Accordingly, the parties shall have the following obligations which continue during the termination process: Municipality shall cease using the ASE and MPL Systems, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees (as described in **Exhibit C**) specified in the Agreement as if the Agreement were still in effect.

c. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE and MPL Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE and MPL Systems or the enforcement of the underlying infractions, shall also automatically terminate this agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.

4. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar

DRAFT

entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

5. FEES AND PAYMENT

The Municipality shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to Municipality on a monthly basis and provide proper payment to Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS in order to provide a transparent audit process for all payment collected.

6. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE and MPL Systems shall be made available to the Agency at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

7. CONFIDENTIAL INFORMATION

No information provided by BLS to Municipality will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any the “Virginia Freedom of Information Act” or similar laws, insofar as they may be applicable.

8. OWNERSHIP OF SYSTEM

It is understood by the Municipality that the ASE and MPL Systems and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by Municipality. The ASE and MPL Systems are being provided to Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE and MPL Systems, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall remove all easily removable equipment previously provided, except parts and equipment that have been installed, such as concrete footings and pads, poles and posts, and trenched utilities, or as otherwise agreed upon.

DRAFT

9. LEGAL COMPLIANCE

Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the ASE and MPL Systems and associated summons procedures comply with federal, state, and local laws and ordinances.

10. INDEMNIFICATION

The Municipality shall at all times comply with all federal, state and local laws, ordinances and regulations. The Municipality acknowledges that they reasonably believe the ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. The Municipality shall comply with the manufacturers procedures and recommendations for operation of the ASE System equipment.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in Section 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed, if necessary, by professionally assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to

DRAFT

reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

15. ADDITIONAL SERVICES

Additional systems and services provided by BLS may be added to this Agreement by mutual consent of the parties. In the event the Municipality agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, Municipality authorize BLS to withdraw invoiced amounts on a one-time basis, or monthly basis, whichever is chosen by the Municipality, as payment for products/services, subject to review and approval by the Municipality. Such services may include but are not limited to Automated License Plate Recognition Systems, Surveillance Cameras, Video Management Systems, or other related technologies.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Summons issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit. No audit shall violate the privacy rights of any individual.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality and

DRAFT

neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties

at the following address:

Notices to Blue Line Solutions:

Mark Hutchinson, CEO
4411 Oakwood Dr.
Chattanooga, TN 37416

Notices to Town of Front Royal:

Joseph Waltz, Town Manager
102 E. Main Street
Front Royal, Virginia 22630

22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

23. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

24. COOPERATIVE PROCUREMENT AGREEMENT

This agreement follows notice of cooperative procurement advertised by Wythe County, Virginia. Other Virginia local governments (counties, cities, towns) may, at their option, enter into agreement with *Blue Line Solutions*, *LLC* under the terms of this contract, which may be modified to the unique circumstances of each local government.

COOPERATIVE PROCUREMENT NOTICE: This solicitation is a cooperative procurement. Pursuant to Virginia Code Section §2.2-4304, any resultant contract from this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms and conditions and specifications of this solicitation.

DRAFT

25. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: Jason Friedberg

Town of Front Royal, Virginia

Town Manager

Approved and authorized this _____day of _____, 2023.

Approved as to Form

_____

Town Attorney

DRAFT

Exhibit A

BLS Obligations and Scope of Work

1. BLS at the request of Municipality shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the ASE and MPL System equipment.

2. BLS shall provide the quantities of ASE and MPL System equipment as indicated on **Exhibit D**. From time to time, the parties may agree to add or subtract the number of ASE and MPL Systems to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.

3. BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the Initial Notice and a Reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Liability. Subject to the approval and authorization from Agency, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. Additional Notices or collections notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.

4. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the ASE and MPL Systems, assuming BLS is authorized to receive such registration data, at no additional cost to the Municipality.

5. BLS shall provide the Agency with an Evidence Package to include a set of images with related documentation for each notice of violation contested.

6. BLS shall provide necessary training for persons designated by the Municipality and the Agency, and provide reasonable public relations resources to Municipality.

7. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.

8. BLS shall provide to the Agency a monthly report of ASE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:

a. Total number of Violation events.

b. Total number of actionable Violation events.

c. Total number of Notices of Liability issued.

d. Total number of Notices of Liability paid.

DRAFT

e. Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the Municipality.

BLS shall also provide a copy of the bank statement each month as part of the monthly reporting to Agency.

9. BLS shall provide all routine maintenance of ASE and MPL Systems equipment and timely respond to equipment repairs.

10. BLS will provide services and data for public information & education (PI&E) campaigns beginning thirty (30) days prior to the Thirty-Day warning period addressed in 11, below, and deployment of any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E through the life of the program.

11. BLS will provide one (1) Thirty-Day warning period at no charge to municipality as part of this agreement. Additional warning periods, as requested by municipality, will be subject to the fees per **Exhibit C.**

12. BLS will provide data and reporting information as required by Virginia Code § 46.2882.1.B.9. for filing the report to the Department of State Police by January 15 of each year.

13. BLS will at all times comply with the non-disclosure of personal information requirements of §46.2-822.1 (7).

DRAFT

Exhibit B

Municipality Obligations and Scope of Work

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable law, and/or policies.
2. The Municipality agrees to direct its Agencies and departments to work with BLS with respect to required system and program implementation to the best of their ability and provide reasonable access to Municipality's personnel and facilities in order to permit BLS and the Municipality to fulfill the obligations under this Agreement.
3. The Municipality agrees to use due diligence in working with BLS in securing all necessary permits or other documentation necessary to operate ASE and MPL Systems under its control. Further, if ASE systems are operated in school zones or construction zones, Municipality shall also assist BLS in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality or other government agency, as applicable, for operation in such locations. Municipality shall provide any necessary permits at no cost to BLS.
4. The Municipality will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricity hookup, etc. needed. Municipality will obtain all Municipality, state, and Municipality or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System.
5. The Municipality shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
6. The Agency shall ensure that each ASE and MPL System shall be in place and operating in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God or court order.
7. The Municipality shall diligently prosecute each valid Notice of Liability and make a reasonable effort to collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
8. The Agency shall cause an authorized officer of the agency to carefully review each potential Violation captured by the ASE and MPL System and shall transmit an electronic signature to each Notice of Liability approved by Municipality.
9. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.

DRAFT

10. The Municipality has available a judge or hearing officer and court facilities to schedule and hear disputed citations.

11. The Municipality shall provide customary fine collection services for all final dispositions for contested violations. The Municipality agrees to reasonably pursue payments of valid Notices of Liability.

12. The Agency shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.

13. As necessary, Agency shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of Municipality for the purposes of accessing vehicle ownership information on behalf of Municipality.

14. If the Agency operates the ASE systems in school zones, Agency shall supply BLS with appropriate school schedules and times for pre and ongoing programming of cameras and other system equipment for use, as provided by the school system. The Municipality and/or the Agency shall also notify BLS of any unscheduled school closings or disruptions in normal schedule. This includes early dismissals, snow days, school cancellations, etc. BLS shall wait one business day to process any violations received, so as to ensure adequate time is given for any potential such notification. The Agency shall have the ability to turn off the ASE System during unpermitted use periods, and may make a written request for BLS to turn off the ASE System during unpermitted time periods.

15. The Municipality shall promptly reimburse BLS for negligent or intentional damage to the ASE and MPL System caused by Municipality, its employees, or authorized agents.

16. The Municipality shall provide a project manager or other designated individual with authority to execute Municipality's responsibilities under the Agreement.

17. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility on written authority provided by the Municipality.

18. The Agency will notify BLS of any changes in the Agency's authorized point of contact personnel for purposes of CJIS access and compliance.

19. The Municipality agrees to operate all ASE systems as per **Exhibit E.**

20. The Municipality agrees to provide and maintain current all information requested on **Attachment A.**

DRAFT

Exhibit C

Virginia Service Fees

Virginia Code authorizes collection of a civil penalty up to $100 for speeding violations of 10 miles per-hour or more in school and construction zones. The Municipality agrees to pay BLS a fee of $20.00 per violation event processed which will be subtracted from the Municipality's gross receipts of paid summonses. Fee(s) as itemized below, and as modified by the March 31, 2023 letter addressed to "Chief or Sheriff" (Attachment B), include:

1. Blue Line Solutions, turn-key Automated Speed Enforcement System for all ASE and MPL Systems equipment, including;

a. Installation, infrastructure including; Communications and wireless integration

b. Ongoing service and maintenance

c. All website and Call Center Support.

d. Citation issuance and mailing; first mailed notice, second reminder mailed notice.

e. e. Processing Services

i. BLS shall provide processing services, which will include the following:

1. Summons processing of speeding violations
2. Agency summons approval process
3. Summons Mailing
4. Returned Mail
5. Change of Address (COA) lookup
6. COA Summons Reissue

ii. Affidavit process as defined in Code of Virginia §46.2-882.1, Section 3

iii. Affidavit process as defined in Code of Virginia §46.2-882.1, Section 5 "a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided in subdivision 3".

iv. Reports as required by §46.2-882., Section 9

DRAFT

v. Payment Services for collections of summons payments

1. Call Center Support
2. Mail Center Support
3. Web Payment Support
4. vi. Court Liaison Services

1. Evidential case information on each contested summons
2. Assistance with establishment of court process

2. Costs associated with the ASE System installation, infrastructure, development, and implementation are recovered/amortized equally and monthly by BLS over the initial term of this agreement from net revenue generated and apportioned to BLS under this revenue sharing agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery/amortization of above stated costs by BLS, the Municipality will be responsible for the balance.

The parties agree the cost of installation, infrastructure, development, and implementation of the ASE System is *$75,000* per installed ASE System zone(s), and upon early termination under Section 3.a.(i) prior to the end of the initial term of this agreement. Full payment of all such costs will be due within ninety (90) days after the date of early termination.

3. Additional Warning Periods

BLS will provide one (1) Thirty-Day warning period at no charge to Municipality as part of this agreement. The fee for additional warnings shall be $25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

4. Additional & Special Reporting Requests

Additional requests for special reports or additional information beyond the scope of this agreement may be subject to additional fees.

5. Violation Information Sheet

Optional: BLS will make available a Violation Information Sheet (VIS) for mailing with Violations. The VIS will include general information about the automated speed enforcement program, the varying methods in which it is administered and traffic related statistics to validate the need for the program. The fee for this service will be $2.50 per mailed Violation and shall be subtracted from the Municipality's gross receipts. [ ] **Place X in box if declined.**

DRAFT

6. Fees Charged to Violators

A credit card convenience fee of $5.90 to be charged to the violator using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. Such convenience fees shall be collected by BLS during payment of Violation and shall not be shared with Municipality or included in Municipality's share of Revenue.

7. Pricing Alteration

This pricing may be changed by agreement of both parties in the event the General Assembly changes allowable charges by statute.

DRAFT

Exhibit D

Number and Locations of ASE and MPL System Equipment

1. The number of ASE and MPL Systems, as well as the locations for equipment installation will be determined after a careful analysis by the Municipality, the Agency and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways. Based upon such analysis, BLS and the Municipality have determined the following:

a. (8) ASE System(s) will be provided: Unit quantity may be changed without contract amendment.

b. (0) MPL System(s) will be provided: Unit quantity may be changed without contract amendment.

2. Radar Feedback Signs

BLS will provide and install radar speed signs for ASE System to be utilized in school zones, where permitted by law. BLS will provide service/maintenance on the signs throughout the term of this agreement. The signs will be installed at the discretion on BLS, and as per approved site construction plans, generally one (1) per ASE System. Notwithstanding the foregoing, the parties agree that the Municipality shall be responsible for assisting BLS in the placement, service, installation and obtaining any regulatory approval related thereto.

3. Automated License Plate Recognition (ALPR) Cameras

After thirty (30) days of automated speed enforcement operation, BLS may choose to provide Automated License Plate Recognition (ALPR) cameras as the number of ASE Systems under this agreement, at no additional charge to the Municipality, as long as this agreement remains in effect, and provided that Municipality operates each ASE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the ASE infrastructure. Additional ALPR systems may be purchased as described in Section 15 of this agreement.

4. Expert Witness

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the ASE and MPL Systems.

DRAFT

Initial of Authorized Signature _____

Exhibit E

Automated Speed Enforcement (ASE) System Operations

1. Operating Times

Municipality agrees that ASE Systems will be operated in designated areas for the maximum time permitted by law.

2. Operating Speeds

Municipality agrees that ASE Systems will be operated in designated areas at the minimum enforceable speed limit permitted by law.

3. School Zone Flasher Schedule

As outlined in Exhibit B-14

Agreed to this date: _____

_____ _____

Authorized Signature *(Municipality)* Date

_____ 10-03-2023

Signature Date

Blue Line Solutions, LLC
4411 Oakwood Dr.
Chattanooga, TN 37416

DRAFT

Attachment A

Blue Line Solutions, LLC
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416
423.333.0490

AGENCY: _____
AGENCY CONTACT: _____
CONTACT NUMBER: _____
ADDRESS: _____
_____
DATE VERIFIED: _____
SIGNATURE: _____

The information requested below is vital for the speed enforcement program. We ask that you fill out the form below to ensure that Blue Line Solutions provides the exact data required for each school zone where there will be enforcement and reporting.
Please contact and visit the schools to ensure school zone times and posted speed limits are correct.

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

Schoool Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

DRAFT

TRUEBLUE
SPEED ENFORCEMENT | SCHOOL ZONE

School Zone Speed Study Verification Form - Rev 01122023

Initial of Authorized Signature _____

Attachment B

BLUE LINE SOLUTIONS, LLC

3903 VOLUNTEER DR, SUITE 400 CHATTANOOGA, TN. 37416

March 31, 2023

Dear Chief or Sheriff,

On behalf of Blue Line Solutions, LLC (BLS). I would like to thank you for reviewing our TrueBlue™ automated enforcement program. During discussions with the county/city administration, we understand there were some questions about the processing fee stated in the proposal materials and contract. I would like to take the opportunity to respond to the question.

Question:

If the City, County or Town issues a number of citations, accruing a fee for each processed citation, and payments of those citations are insufficient such that the revenue does not cover the processing fees, will the locality owe the difference?

Answer:

No. If such revenue is not sufficient to pay the fees accrued in each month, they will carry over to the following month. However, if the program is concluded, and the county still has unpaid accrued fees, BLS will **NOT** invoice, nor ask for payment of the non-paid fees.

It is not the goal of BLS to place the locality in a position to pay BLS for any uncollected fee. BLS will NEVER send the city, county, or town an invoice regarding these fees, ever. It is our goal to be a long-term partner with a focus on reducing the number of speeding vehicles traveling through school zones and construction zones throughout the locality.

If you have any questions, please feel free to reach out to me. I can be reached at 423.333.0490 or by email at mark@bluelinesolutions.org

Sincerely,

Mark Hutchinson

Mark Hutchinson
Founder & CEO

DRAFT

Initial of Authorized Signature _____

Regular Council Meeting Agenda Statement

Item # 11B

Meeting Date: October 23, 2023

Agenda Item: Sixty-Day Notice to Terminate Lease and License Agreement with Joseph Manson, Jr./Sarah Randolph Dated July 26, 2021 for Parking on a Parcel of Land Located Within a Public Alleyway Adjacent to 1602 N. Royal Avenue.

Summary: During the October 2nd work session, Council was made aware by staff that a Lease and License Agreement dated July 26, 2021 between the Town and Joseph Manson, Jr./Sarah Randolph, 1602 N. Royal Avenue was approved by Council at the time; however, after further review it was determined that the Town did not possess sufficient ownership rights necessary to grant exclusive use to allow individualized parking on a public alleyway. It was advised that the Town can authorize encroachments in an alleyway if deemed an existing structure, noting that "parking" was not a structure.

Council is requested to authorize the Town Attorney to proceed with a sixty-day notice to Joseph Manson, Jr. and Sarah Randolph, 1602 N. Royal Avenue, terminating the Lease and License Agreement dated July 26, 2021, the Town has with them for parking within a public alleyway adjacent to their property.

Budget/Funding: None

Meetings: Work Session held October 2, 2023

Proposed Motion: I move that Council authorize the Town Attorney to proceed with a sixty-day notice to Joseph Manson, Jr. and Sarah Randolph, 1602 N. Royal Avenue, terminating the Lease and License Agreement dated July 26, 2021, the Town has with them for parking within a public alleyway adjacent to their property.

Moved _____ ***Seconded*** _____

DeDomenico-Payne _____ ***Ingram*** _____ ***Morris*** _____ ***Rappaport*** _____ ***Rogers*** _____ ***VM Sealock*** _____

LEASE AND L ICENSE AG R EE M E N T

THIS LEASE AND LICENSE AGREEMENT, is made and entered into this 26 day of July, 2021, by and between the **TOWN OF FRONT ROYAL, VIRGINIA,** a municipal corporation, hereinafter referred to as the "Town", and **JOSEPH T. MANSON, JR.,** and **SARAH RANDOLPH,** jointly, hereinafter referred to as "Lessees".

WHEREAS, Lessees are the owners and occupants of real estate including a dwelling house located at 1602 North Royal Avenue in Front Royal, adjacent to and immediately to the south of which is a gravel parking place and a small strip of grass between the gravel and Lessees' corner post as shown on the two attached photographs, one of which outlines the requested leased area (the "Leased Area") with a ***red-colored*** rough sketch, both of which photographs including the sketch are attached hereto and incorporated herewith as Photographs "1" and "2" respectively ; and

WHEREAS, the Leased Area is in size 24.2 feet by 17.10 feet, more or less, or 413.82 square feet in area, more or less; and

WHEREAS, the Leased Area is within and encroaches upon a Town public right of way and alley running between North Royal Avenue on the East to Virginia Avenue on the West thereof, as well as encroaches upon the Town's public right of way on the unpaved portion to the immediate west of North Royal Avenue ("Town's Right of Way"); and

COPY

WHEREAS, Lessees request from the Town a lease and license of the Leased Area within the Town's Right of Way along the property of Lessees as shown in Photographs "1" and "2"; and

WHEREAS, the Town is willing to authorize this lease and license of the Leased Area and the use of the Town's Right of Way for the exclusive, normal and reasonable parking purposes by Lessees, their family, guests, and invitees, **SUBJECT** to the following terms and conditions:

That for and in consideration of the sum of **ONE DOLLAR ($1.00) per annum,** paid by Lessees to the Town , the parties do hereby agree as follows:

1. **PREMISES** - The Town agrees to lease and license to Lessees the Leased Area located on part of the Town's Right of Way (alley) running between North Royal Avenue on the East to Virginia Avenue on the West thereof as shown on the attached Photographs "1" and "2", which are incorporated herein and made an integral part hereof for the term of this Lease and License Agreement.

2. **TERM OF LICENSE** - The term of the Lease and License is for a period of **Five (5)** years, commencing on the **1st day of** July **, 2021**, and ending on the 31 **day of** July **, 2026.**

3. **PAYMENT OF LICENSE FEE** - Lessees shall pay to the Town an annual Lease and License Fee payment of **One Dollar ($1.00).** This fee payment shall be paid in advance without notice from the Town to Lessees beginning on the 1st day of August 1, 2021 and on an annual basis thereafter for the term of this Lease and License and any extensions hereunder.

COPY

4. **RELEASE AND HOLD HARMLESS** – Lessees hereby agree to hold the Town, its officers, employees, and agents harmless from any liability to Lessees', their family' s, guests', and invitees' use and/or occupancy of the Leased Area.

5. **USE OF PREMISES** – Lessees shall not assign this Lease and License Agreement or sublicense the Leased Area. Lessees shall not permit or allow any dangerous practice or hazardous condition to occur on the Leased Area, shall not violate any State, Federal, or local law or regulation concerning the use of the Leased Area, or permit any illegal activity to occur thereon. Lessees shall not create or allow any nuisance to be or remain upon the Leased Area, except as set forth herein.

7. **ALTERATIONS OR IMPROVEMENTS** - Any alterations, additions, or improvements to the Leased area shall not be permitted without the written consent of the Town, except as set forth herein. Any permitted alterations, additions, or improvements to the Leased Area shall be performed at the sole expense of Lessees by reputable workmen and contractors approved in advance by the Town. All alterations, additions, or improvements to the Leased Area shall be and remain the sole property of the Town, except as permitted in writing by the Town.

8. **MAINTENANCE** – Lessees shall maintain the Leased Area in a safe condition of good repair. Lessees shall surrender the Leased Area to the Town at the conclusion of the Lease and License Agreement in the same condition as when Lessees accepted the Leased Area from the Town. Lessees accept the Leased Area **"as is", "where is"**. It is specifically understood that the Town has no obligation to Lessees to make any repairs, improvements, or replacements whatsoever to the Leased Area during the

COPY

period of the Lease and License Agreement. The Town does not warrant or guarantee as to the suitability of the Leased Area for any particular purposes.

9. TERMINATION - This Lease and License Agreement may be terminated by either party for any reason upon the giving sixty (60) days in advance from the date of mailing or hand delivery of a written notice of termination to the other party, without liability therefor. For the purposes of this Lease and License Agreement, all notices shall be made in writing and shall be delivered by first class mail or hand delivered to the parties at the addresses stated herein, to-wit:

TOWN OF FRONT ROYAL
C/O Front Royal Town Manager
102 East Main Street
Front Royal, Virginia 22630

JOSEPH T. MANSON, JR
SARAH RANDOLPH
1602 North Royal Avenue
Front Royal, Virginia 22630

Except as provided herein, any fixtures or personal property which remains upon the Leased Area upon termination or expiration of the Lease and License Agreement shall become the sole property of the Town at the sole option of the Town.

10. AUTHORITY- All parties and signatories hereto affirmatively represent that by signing this Lease and License Agreement, that they have all necessary and appropriate authority and intent to legally bind themselves hereto.

11. INTERPRETATION - The interpretation of the provisions of this Lease and License Agreement shall be in accordance with the laws of the Commonwealth of Virginia.

COPY

12. MODIFICATION AND EXTENSIONS - Modification of the terms and conditions of this Lease and License Agreement and extensions or renewals of this Lease and License Agreement shall not be permitted, unless agreed to in writing and executed with the same formality as this Agreement.

GIVEN under our hands this 27 day of July, 2021.

TOWN OF FRONT ROYAL, VIRGINIA (SEAL)

BY: Steven W. Hicks
STEVEN W. HICKS, TOWN MANAGER

ATTEST:

Tina L. Presley
TINA L. PRESLEY
CLERK OF TOWN COUNCIL

Joseph T. Manson Jr.
JOSEPH T. MANSON, JR (SEAL)

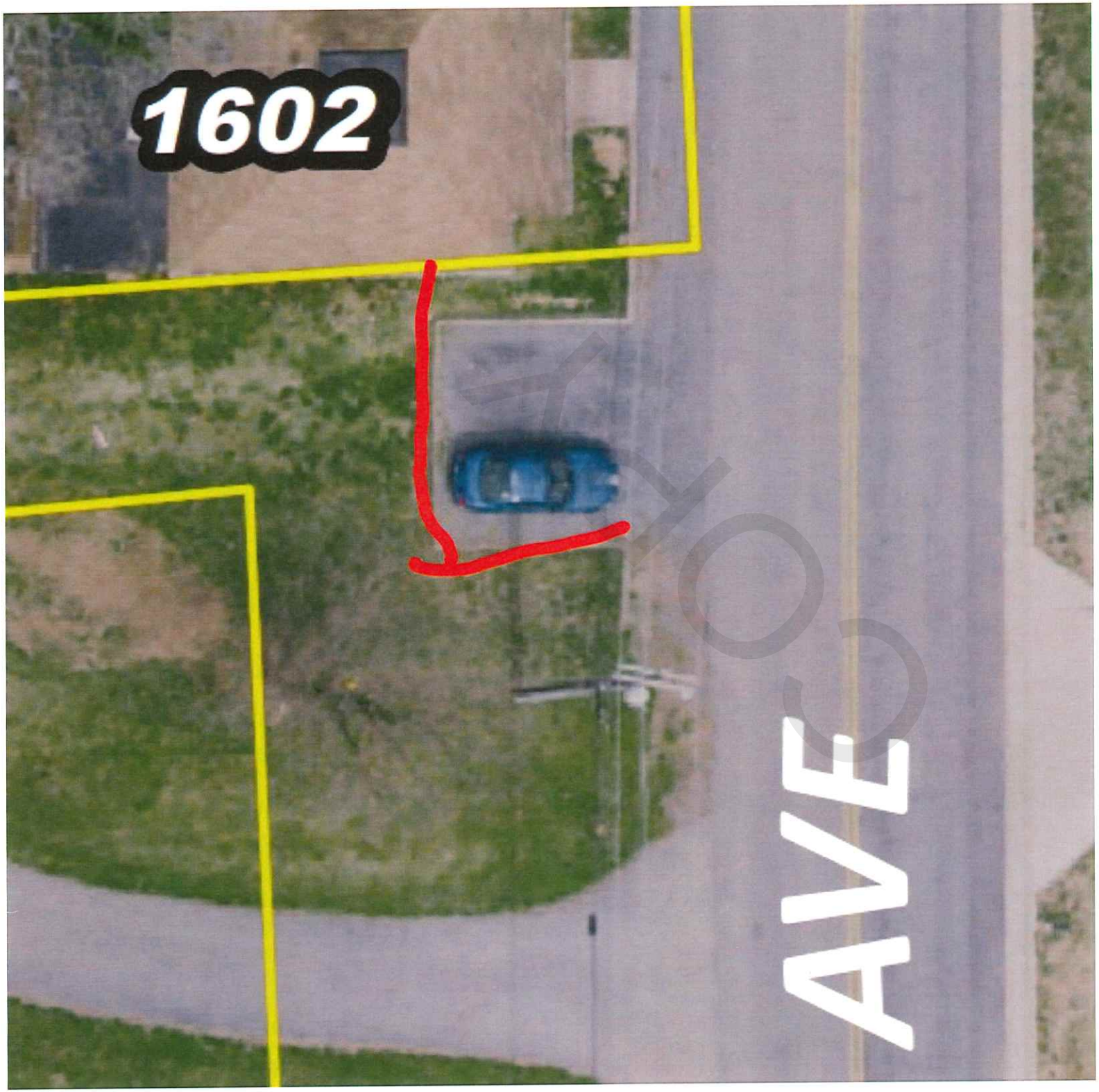
By Sarah Randolph
Attorney in fact
Sarah Randolph
SARAH RANDOLPH (SEAL)

APPROVED AS TO FORM:

Douglas W. Napier 07-26-2021
DOUGLAS W. NAPIER
TOWN ATTORNEY

COPY


ALLEY RUNNING BETWEEN
VIRGINIA AVE. & N. ROYAL AVE.
1610
1602
101
1516
1505
1500
33
N ROYAL AVE
VIRGINIA AVE
TO W. 14TH ST.
MAP KEY
PROPERTY LINES
70 35 0 70
Feet
N
PREPARED BY DEPT. OF PLANNING & COMM. DEV.
JULY 8, 2021 | CARTOGRAPHER: AGV
IMAGERY DATE: APRIL 2018


1602
AVE

GENERAL POWER OF ATTORNEY

PREAMBLE: This is a military Power of Attorney prepared pursuant to Title 10, United States Code, Section 1044b, and executed by a person authorized to receive legal assistance from the military service. Federal law exempts this power of attorney from any requirement of form, substance, formality, or recording that is prescribed for powers of attorney by the laws of a state, the District of Columbia, or a territory, commonwealth, or possession of the United States. Federal law specifies that this power of attorney shall be given the same legal effect as a power of attorney prepared and executed in accordance with the laws of the jurisdiction where it is presented.

KNOW ALL PERSONS BY THESE PRESENTS:

That I, **JOSEPH TYLER MANSON, JR.** , of the State of Virginia a member of the United States Armed Forces, currently at Fort Hood, Texas, pursuant to Military Orders, do hereby appoint **SARAH MINETTA RANDOLPH** of Front Royal, Virginia, my true and lawful attorney-in-fact to do the following in my name and in my behalf:

1. To lease, sell, use, establish title to, register, insure, transfer, mortgage, maintain, manage, pledge, exchange or otherwise dispose of or encumber any and all of my property, real, personal, or mixed, including motor vehicles of any kind, and to execute and deliver good and sufficient deeds or other instruments for the lease, conveyance, mortgage, maintenance, or transfer of the same.

2. To buy, receive, lease, accept or otherwise acquire in my name and for my account, property, real, personal or mixed upon such terms, considerations and conditions as my said attorney-in-fact shall deem appropriate.

3. To transact all business of mine on my behalf including entering into contracts and the making of such investments as my attorney shall deem sound.

4. To institute and prosecute, or to appear and defend, any claims or litigation involving me or my interest. This shall include, but not be limited to, the authority to present a claim against the United States for damage to or loss of personal property.

5. To prepare, execute, and file all tax returns and to receive and negotiate all tax refund checks.

6. To execute all documents needed for travel of my family members and transportation or storage of my property, as authorized by law and Military regulations; to sign for and clear government or other quarters in the best interests of my family members and in accordance with law and Military regulations.

7. To demand, act to receive, and receive, all sums of money which are now or will become owing or belonging to me, and to institute accounts on my behalf and to deposit, draw upon or expend such funds of mine as are necessary in furtherance of the powers granted herein. This shall include, but not be limited to, the authority to receive, endorse, cash, or deposit negotiable instruments made payable to me and drawn upon the Treasurer, or other fiscal officer or depository of the United States or any state, possession, or territory of the United States.

The above described powers are merely examples of the authority granted by this document and not in limitation or definition thereof. However, my Agent shall have no rights or powers hereunder with respect to the following:

a. Life Insurance: My Attorney shall have no rights or powers hereunder to cancel or change the beneficiary of any policy of life insurance owned by me.

b. Fiduciary Powers: My Attorney shall have no rights or powers hereunder with respect to any act, power, duty, right or obligation, relating to any person, matter, transaction or property, owned by me or in my custody as a trustee, custodian, personal representative or other fiduciary capacity for someone else.

I HEREBY GIVE AND GRANT UNTO MY ATTORNEY FULL POWER AND AUTHORITY TO DO AND PERFORM EACH AND EVERY ACT AND MATTER CONCERNING MY ESTATE, PROPERTY, AND AFFAIRS AS FULLY AND EFFECTUALLY TO ALL INTENTS AND PURPOSES AS I COULD DO LEGALLY IF I WERE PRESENT.

I HEREBY AUTHORIZE MY ATTORNEY TO INDEMNIFY AND HOLD HARMLESS ANY THIRD PARTY WHO ACCEPTS AND ACTS UNDER OR IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

COPY

This Power of Attorney shall become effective when I sign and execute it below. Further, unless sooner revoked or terminated by me, this Power of Attorney shall become NULL and VOID on 30 April 2022.

I intend for this to be a **DURABLE Power of Attorney**. This Power of Attorney will continue to be effective if I become disabled, incapacitated, or incompetent; or when the United States Government determines that I am in a military status of "missing," "missing in action," or "prisoner of war." All acts done by my Attorney hereunder shall have the same effect and inure to the benefit of and bind myself and my heirs as if I were competent, and not disabled, incapacitated, or incompetent.

I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician, based on that physician's examination, certifies in writing at a date subsequent to the date which this power of attorney is executed, that I am disabled from or incapable of exercising control over my person, property, personal affairs, or financial affairs. I authorize the physician who so certifies, to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney, endorsed by proper physician certification of my disability or incapacity, is held harmless and fully protected from any action taken under this power of attorney.

Notwithstanding my inclusion of a specific expiration date herein, if on that specified expiration date I should be or have been properly certified, in writing, by a physician to be disabled from or incapable of exercising control over my person, property, personal affairs, or financial affairs, then this Power of Attorney shall remain valid and in full effect until sixty (60) days after I have recovered from such disability **UNLESS OTHERWISE REVOKED OR TERMINATED BY ME**. Furthermore, if on the above-specified expiration date, or during the sixty (60) day period preceding that specified expiration date, I should be or have been determined by the United States Government to be a military status of "missing," "missing in action," or " prisoner of war," then this Power of Attorney shall remain valid and in full effect until sixty (60) days after I have returned to the United States military control following termination of such status **UNLESS OTHERWISE REVOKED OR TERMINATED BY ME**.

I HEREBY RATIFY ALL THAT MY ATTORNEY SHALL LAWFULLY DO OR CAUSE TO BE DONE BY THIS DOCUMENT.

All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my attorney and the designation "attorney-in-fact."

IN WITNESS WHEREOF, I sign, seal, declare, publish, make and constitute this as and for my Power of Attorney in the presence of the Notary Public witnessing it at my request this date, 19 June 2021.

JOSEPH TYLER MANSON, JR.

WITH THE ARMED FORCES OF THE UNITED STATES
AT Fort Hood, Texas

Subscribed, sworn to and acknowledged before me by **JOSEPH TYLER MANSON, JR.** who is known to me to be a member of the Armed Forces of the United States serving on Active Duty, on 19 June 2021. This acknowledgment is executed in my official capacity under the authority granted by Title 10, United States Code, Section 1044a, which also states that no seal is required on this acknowledgment.

19 JUNE 2021

DUNCAN E. VICK
CPT, JA
My Commission Expires: Indefinite
10 USC 1044a

COPY