



REGULAR TOWN COUNCIL MEETING

Monday, June 8, 2020 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of Minutes
 - Work Session Minute of May 18, May 21, May 27, 2020
 - Regular Council Meeting Minutes of May 26, 2020
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town Officials and Interim Town Manager
 - * Star of the Month for February/March 2020**
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED)
 - A. COUNCIL APPROVAL – Bid – Various Grades of Stone
 - B. COUNCIL APPROVAL – Bid – Various Grades of Asphalt
 - C. COUNCIL APPROVAL – Bid – Various Treatment Chemicals for Water & Wastewater Plants
 - D. COUNCIL APPOINTMENT – Non-Elected Representative to NSVRC – Brock
 - E. COUNCIL APPROVAL – Resolution for Bond Repayment
 - F. COUNCIL APPROVAL – Authorize Town Manager to Close Streets
8. **COUNCIL APPROVAL** – Ordinance Amendment to Town Code Section 158-6 Pertaining to Adoption by Reference of the State Motor Vehicular Laws (*2nd Reading*)
9. **COUNCIL APPROVAL** – Ordinance Amendment to Town Code Chapter 12 and Chapter 175-137 regarding Fees (*2nd Reading*)
10. **COUNCIL APPROVAL** – Ordinance Amendment to Town Code Chapter 134 Pertaining to Water and Sewer Rates (*2nd Reading*)
11. **COUNCIL APPROVAL** – FY20-21 Annual Appropriation Ordinance (*2nd Reading*)
12. **COUNCIL APPROVAL** – Budget Amendment to Transfer Funds to Contingency
13. **COUNCIL APPROVAL** – Budget Amendment and Award Bid for FR-5, 6, 7 Basins Manhole Frame and Cover Replacements

----- WORK SESSION AGENDA ON NEXT PAGE -----

TOWN COUNCIL WORK SESSION
immediately Following Regular Meeting

1. Continued Discussion of Chamber of Commerce Request for Funding
2. Local Economic Recovery Plan
3. 17th Street and Shenandoah Avenue Slip-Lane for Sheetz Project – *Interim Town Manager*
4. Blighted Buildings on Non-conforming Lots – *Town Attorney/ Director of Planning/ Zoning*
5. Review of FY20 Revenues – *Director of Finance*

4

TOWN COUNCIL WORK SESSION

Monday, May 18, 2020 at 6:30 P.M.

Online via WebEx

1. Closed Meeting – Personnel

Councilman Gillispie moved, seconded by Councilman Thompson that Town Council go into Closed Meeting for the purpose of consideration or interviews of prospective candidates for employment with the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie and Thompson

No – N/A

Abstain – N/A

Absent – Councilmen Holloway and Meza

ROLL CALL

Councilman Gillispie moved, seconded by Councilman Thompson that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of the Mayor and Town Council.

Vote: Yes – Mayor Tewalt, Councilmen Sealock, Cockrell, Gillispie Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

2. Tourism Research and Options for Consideration – Vice Chair of the Joint Tourism Advisory Committee, Kerry Barnhart, presented Council with research and recommended steps on how to move forward with tourism. Ms. Barnhart gave a detailed overview of what tourism is and the role of the Joint Tourism Advisory Committee. She presented council with recommendations for tourism objectives and various structural options based on tourism in other localities. The structural options included in-house management, outsourcing options, and a possible grant model.

Councilman Cockrell questioned if any of the suggested models were more common or successful. She also asked which structural model Ms. Barnhart would pick if given the choice. Ms. Barnhart explained that all the different models have great potential to work with the right design and plan. She added that initially she was against outsourcing, but after completing her research and seeing how well it works for other localities, she now feels that if Council chooses, it could be a viable option.

Mayor Initial _____

Councilman Meza thanked Ms. Barnhart for her clear and thorough research. He asked if she felt any of the suggested structures would work better for the Front Royal - Warren County tourism budget. He also inquired if she had gotten a sense of possible difficulties that could occur. Ms. Barnhart explained that, in her findings, the budgeted amount did not influence which structural model worked best. Success was primarily based on the commitment to tourism rather than the funding. She added that everyone she spoke with experienced an initial tension between governing bodies that had to be 'worked through.' She also noted that those who outsourced tourism mentioned public scrutiny and the importance of transparency.

3. **Review of FY20 Revenues** – Town Staff presented Council with updated information related to key revenues through the end of April. Interim Town Manager, Matt Tederick, commended Council on their decision to allocate funds to contingency as early as they did.

Mayor Tewalt asked about the impact the suspension of non-payment disconnects had on the number of citizens with delinquent utility accounts. Finance Director, BJ Wilson, noted that while some citizens are experiencing financial hardship, mostly those with delinquent accounts prior to COVID-19 are still delinquent and those with current accounts prior to COVID-19 are still making payments. He added that by offering payment plans to those in need, the Town should be able to collect most of the delinquent bills. Mr. Tederick suggested the Town start advertising options as soon as possible and resume non-payment disconnects and the assessment of late fees and penalties on July 1st, 2020.

Councilman Cockrell questioned if all current budget shortfalls are directly related to the COVID-19 pandemic. Mr. Wilson explained that some shortfalls, such as connection fees are directly related, however, many of the shortfalls are seasonal and related to weather. He noted some accounts such as water and sewer will start to recover, due to summer being their 'busy season.'

4. **Removal of Credit Card Fees** – Town Staff explained that should Council decide to permanently waive credit card fees, the Town would need to write an ordinance amendment and absorb \$240,000 in the FY21 Budget. Mr. Wilson noted that since the temporary waiving of the fee, online payments have increased by 30%.

Councilman Cockrell expressed her desire to allow citizens to pay online using their bank account. Mr. Wilson explained that many citizens use online bill pay through their bank. Councilman Meza added that the Town also offers automatic bank drafting. Councilman Cockrell suggested Town Staff advertise all the different payment options available.

Councilman Holloway asked where the \$240,000 would come from in the budget. Mr. Wilson stated that they would need to complete a budget amendment to transfer funds out of contingency. Councilman Meza noted that all businesses pay credit card fees and either directly pass them on to customers or hide them by increasing rates – but the customer pays either way. Councilman Gillispie suggested Council resume the charging of credit card fees on July 1st as they had originally planned. Councilmen Meza, Holloway and Cockrell agreed.

5. **Open Discussion** – Mr. Tederick suggested Council hold a Special Work Session to further discuss tourism and the FY21 budget. Council agreed and scheduled a Special Work Session on Thursday, May 21st at 6:30pm.

Councilman Meza asked if there had been more discussion or planning about closing Main Street to provide outdoor seating space for downtown restaurants. Mr. Tederick explained that Town Staff was prepared to rent tents, tables, and chairs to assist restaurants. He noted that Visitor Center Manager, Tim Smith, was working on a survey to send out to small businesses regarding the possible street closure. Mr. Tederick stated that he had already spoken to some of the downtown business owners and there were concerns related to parking. He added that the location of the Town Hall drive thru could present a challenge. Councilman Holloway requested Town Staff move forward with the street closure to help businesses as soon as possible. Councilman Meza agreed.

Mayor adjourned the work session at 9:01 P.M.

PRESENT: Mayor Tewalt, Vice Mayor Sealock, Councilman Cockrell, Councilman Gillispie, Councilman Holloway, Councilman Meza, Councilman Thompson, Interim Town Manager Tederick, Town Attorney Napier, Deputy Clerk of Council Lynn, Director of Finance Wilson, and those members of the public and press who were listening online.

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APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council
Written by Mary Ellen Lynn Deputy Clerk of Council

Councilman _____ moved, seconded by Councilman _____ approved the Work Session minutes of May 18, 2020 on June 8, 2020.

Mayor Initial _____

TOWN COUNCIL SPECIAL WORK SESSION

Monday, May 21, 2020 at 6:30 P.M.

Online via WebEx

1. **CHA Redundant Water Line Presentation** – Interim Town Manager, Matt Tederick, presented council with a slideshow that was put together by Stevie Steele of CHA about the Redundant Water Line Project. Mr. Steele was available to answer any possible questions.

Mr. Steele explained that “Segment C” of the project was added after a recent water break at RSW Regional Jail. He also clarified the difference between using a horizontal directional drill and micro-tunneling. While horizontal directional drilling is a cheaper option it comes with risks - micro-tunneling is a “sure thing.” Additionally, he noted the cost to complete the project has increased significantly since it was originally quoted in 2011. Waterline costs have increased by 170% and river bore costs have increased by 240%.

The design and permitting for the redundant waterline project are scheduled to be completed by February 2021 and construction is scheduled to be completed by June 2022.

2. **Tourism Follow-up and Other FY21 Budget Matters** – Mr. Tederick began by informing Council that the Warren County Board of Supervisors was presented with Kerry Barnhart’s Tourism Research Presentation. They selected two board members to lead the County’s tourism effort and choose the model they deem best suited. They requested that Council select two members to work with them. Councilmen Thompson, Gillispie and Cockrell volunteered.

Councilmen Meza supported Councilmen Gillispie and Cockrell as the representatives for tourism, noting that they would bring a ‘set of fresh eyes and a neutral position.’ Councilman Sealock agreed. Councilman Thompson explained that she is passionate about the plan for tourism, yet still neutral. Mayor Tewalt decided to personally appoint Councilmen Thompson and Gillispie. Councilman Meza questioned whether the Mayor had the power to go against Council majority to make the appointment. After some debate and research, Town Attorney Napier explained that Town Code 4.8 states that the ‘Mayor as the presiding officer shall appoint members to committees.’

3. **Town Manager Interview Process** – Councilman Sealock explained to Council that Baker Tilly had identified 9 qualified candidates. There were 2 additional candidates that he requested Council have the opportunity to review as well. He suggested Council take some time to review the 11 candidates and rank their top 5, so they could decide who to interview. Councilman Meza stated his agreeance. He suggested council discuss and agree on their cumulative top 3 to interview via video conferencing. Councilman Cockrell suggested Council send their rankings to Baker Tilly to develop the top candidate list.

Mayor Initial _____

4. **Closure of Main Street** – Mr. Tederick explained to Council that to make the closure of Main Street possible, they needed an individual to formally pull a special event permit. William Huck of Family Fun Day Inc. was recruited to pull the permit. Town Staff determined they would be closing Main Street, Kid Lane, the Gazebo Parking Lot and a portion of Chester Street. Restaurants that would be serving alcohol were required to set up a boundary due to ABC laws. Mr. Tederick noted that this would not be a festival and all alcoholic beverages would be required to stay within the marked boundaries. He added that the Town would be loaning their outdoor movie equipment to Royal Cinemas so they could show movies on Saturday and Sunday evening. Town Staff was able to coordinate the donation of tables and chairs for restaurants to use. Additionally, the Town rented Johnny Blues and handwashing stations for the event.

Councilman Gillispie asked how many weeks the Town would continue the closure. Mr. Tederick stated he would assess after the weekend by talking to Town Staff and downtown business owners and make a decision from there.

Mayor adjourned the work session at 7:36 P.M.

PRESENT: Mayor Tewalt, Vice Mayor Sealock, Councilman Cockrell, Councilman Gillispie, Councilman Holloway, Councilman Meza, Councilman Thompson, Interim Town Manager Tederick, Town Attorney Napier, Deputy Clerk of Council Lynn, Director of Finance Wilson, and those members of the public and press who were listening online.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council
Written by Mary Ellen Lynn Deputy Clerk of Council

Councilman _____ moved, seconded by Councilman _____ approved the Special Work Session minutes of May 21, 2020 on June 8, 2020.

Mayor Initial _____

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on May 26, 2020, via WebEx. Public comments were received via email by Clerk of Council Tina L. Presley by 4:00pm on Tuesday, May 26, 2020. All comments received were forwarded to Town Council before the meeting.

ROLL CALL for MAYOR/TOWN COUNCIL

PRESENT (via WebEx): Mayor Eugene R. Tewalt
Vice Mayor William A. Sealock
Councilman Lori A. Cockrell
Councilman Chris W. Holloway
Councilman Jacob L. Meza
Councilman Letasha T. Thompson
Town Attorney Douglas W. Napier
Interim Town Manager Matthew A. Tederick
Clerk of Council Tina L. Presley

(The above represent municipal officers of the Town of Front Royal as stated in Town Charter Section 4)

APPROVAL OF MINUTES

Councilman Holloway moved, seconded by Councilman Meza to approve the Regular Council Meeting Minutes of May 11, 2020, as presented

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

REPORTS

a. Report of special committees or Town Officials and Interim Town Manager

Interim Town Manager Tederick voiced appreciation to William Huck of Family Fun Day, Inc., for assisting the Town and Main Street businesses this past weekend. He noted that he did an extraordinary job. He advised that some of the restaurants ran out of food. Mr. Tederick asked those businesses that did not participate or who are outside the Main Street area to contact his office if they need assistance on creative ways to make their business available to the public during this time of crisis.

Mr. Tederick advised that he was preparing for the Governor's latest order that may require citizens to wear masks. He also gave the statistics of how the virus has affected Warren County.

The Mayor and Town Council all agreed that the weekend event was a great success with "shout outs" to Mr. Huck for a job well done. They questioned whether it would continue. Mr.

Mayor Initial ____

Tederick advised that he would begin the process of planning to continue this upcoming weekend.

b. Requests and inquiries of Council members - None

c. Report of the Mayor – Mayor Tewalt announced that Councilmen Gillispie and Thompson would announce the 2020 Town Scholarship winners. Mr. Gillispie thanked the taxpayers and the anonymous donor for their generosity for allowing three seniors from the Town of Front Royal to receive \$500.00 each for their continuing education. He continued by reading the process of the scholarship application and how the winners were chosen. Councilman Thompson announced the winners 1) Kara Athey; 2) Callista Mayberry and 3) Andrew Thompson.

Mayor Tewalt thanked Malcolm Barr for organizing the Memorial Day Ceremony that included the Dogs of War. He gave credit to all veterans for our freedom.

d. Proposals for addition/deletion of items to the Agenda – None

CONSENT AGENDA ITEMS – NONE

PUBLIC HEARING – Ordinance Amendment to Town Code Section 158-6 Pertaining to Adoption by Reference of the State Motor Vehicular Laws (*1st Reading*)

Clerk of Council Presley read the summary: Council is requested to affirm on its first reading and ordinance to amend and re-enact Town code Section 158-6 pertaining by Reference of the State Motor Vehicular Laws, as presented. The Town must re-adopt Section 158-6 of the Town code, which legally allows the Town to incorporate all the changes to the State code traffic laws that have been made during the year.

Mayor Tewalt opened the public hearing. Clerk of Council Presley advised that there were no comments received for this public hearing. Mayor Tewalt closed the public hearing.

Councilman Thompson moved seconded by Councilman Holloway that Council affirm on its first reading and ordinance to amend and re-enact Town code Section 158-6 pertaining by Reference of the State Motor Vehicular Laws, as presented.

There were not comments from Council.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

Mayor Initial _____

PUBLIC HEARING – Ordinance Amendment to Town Code Chapter 12 and Chapter 175-137 Regarding Fees (*1st Reading*)

Clerk of Council Presley was not asked to read the summary. Mayor Tewalt opened the public hearing. Clerk of Council Presley advised that there were no comments received for this public hearing. Mayor Tewalt closed the public hearing

Councilman Meza moved seconded by Councilman Thompson that Council affirm on its first reading an ordinance to amend the Town Code Chapter 12 (FEES) and Chapter 175-137 (FEES, CHARGES AND EXPENSES) as presented.

There were not comments from Council.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

PUBLIC HEARING – Ordinance Amendment to Town Code Chapter 134 Pertaining to Water and Sewer Rates (*1st Reading*)

Clerk of Council Presley was not asked to read the summary. Mayor Tewalt turned the meeting over to Vice Mayor Sealock. Mr. Sealock opened the public hearing.

Mayor Tewalt, speaking as a citizen, questioned lowering the water and sewer taps and voiced concern that the citizens would be charged at a later time to make up the difference.

Clerk of Council Presley advised that there were no comments received for this public hearing. Vice Mayor Sealock closed the public hearing and returned the meeting back to Mayor Tewalt.

Councilman Meza moved seconded by Councilman Holloway that Council affirm on its first reading an ordinance amendment to Town Code Chapter 134 pertaining to the increase of sewer service rates and the decrease of system development charges for both sanitary sewer service and water service, as presented.

Councilman Meza suggested that Council follow through with the consultant's study (Stantec) and follow their recommendation. He questioned how Stantec arrived at the rates shown in the ordinance. Andrew Burnham of Stantec attended the WebEx meeting and explained how the rates were derived. Mr. Tederick clarified that under the new ordinance the Town will not pay labor and materials.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson
No – N/A
Abstain – N/A
Absent – N/A

ROLL CALL

Mayor Initial ____

PUBLIC HEARING – FY20-21 Annual Appropriation Ordinance (*1st Reading*)

Clerk of Council Presley read the summary: Council is requested to affirm on its first reading the Town's Annual Appropriation Ordinance for the FY2020-2021 Budget effective July 1, 2020 through June 30, 2021, as proposed.

Mayor Tewalt opened the public hearing. Mrs. Presley read the following two comments into the minutes.

GOOD EVENING MAYOR TEWALT , MEMBERS OF COUNCIL AND STAFF
MY NAME IS BETTY SHOWERS AND I LIVE AT 11 EAST 18TH ST FRONT ROYAL, VA
THE PROPOSED BUDGET RAISES QUESTIONS THAT I FEEL AS A CITIZEN DESERVES
ANSWERS. SOME QUESTIONS HAVE BEEN ASKED IN THE PAST. COUNCIL HAS YET TO
RESPOND TO THE CITIZENS. WE PROVIDE THE MONEY FOR YOU TO SPEND,
THEREFORE, EXPECT FULL TRANSPARENCY. I AM RAISING THE QUESTIONS AGAIN:
1. THE REVENUE PAGE HAS MANY INCREASES YET IN AN EARLIER WORK SESSION
YOUR DISCUSSION INDICATED THAT THERE WOULD BE A DOWNTURN IN MANY
REVENUE ITEMS. WHY IS THERE AN UPTICK IN EXPECTED FUNDING?
2. WHY IS THERE A \$10,000 INCREASE FOR TOWN COUNCIL PROFESSIONAL
SERVICES?
3. UNDER THE TOWN MANAGER, WHO HAS USE OF A TOWN CAR. THERE IS NO
MONEY LISTED FOR MAINTANCE. WHY?
4. UNDER REVENUE, THE RENT FOR THE ADELPHIA BLDG IS \$12,045 FOR 2021. IT
SHOULD BE COMCAST WHO WILL NO LONGER HAVE A SPACE IN FRONT ROYAL
AFTER JUNE. WHY IS THAT MONEY SHOWN FOR SOMETHING THAT WON'T EXIST?
5. WITHOUT A TOWN ENGINEER, THE PROFESSIONAL SERVICES BUDGET SAYS
\$50,000. IT SEEMS TO ME THAT WE ARE GOING TO BE SPENDING A LOT MORE.
6. UNDER TOURISM, YOU HAVE LISTED BLIGHTED BLDGS AND TROLLEY SERVICE OF
\$93,860. THESE ARE NOT TOURISM BUDGET ITEMS. THEY NEED TO BE PLACED MORE
ACCURATELY.
7. FOR POLICING EXPENSES, WHY WAS THE REQUEST FOR 4 PATROLMEN AND 4
VEHICLES TURNED DOWN ???
THANK YOU FOR YOUR TIME. I AS A CITIZEN LOOK FORWARD TO YOUR RESPONSES.

I am Linda Allen, 15 Massie St., Front Royal, VA.

Good Evening Mayor Tewalt, members of Town Council, and staff.

I have asked questions about the proposed 2021 budget before without hearing any answers. Some of the questions will be repeated below with hopes that the next meeting, a work session, you will provide those answers.

1. UNDER PLANNING, WHAT IS THE \$40,000 LISTED FOR PROFESSIONAL SERVICES TO BE SPENT ON?
2. WHY UNDER PLANNING IS THERE NO FUNDING FOR THE COMPREHENSIVE LAND USE PLAN? IT IS REQUIRED BY VA LAW EVERY 5 YEARS.
3. WITH BOARDS AND COMMISSIONS, THE EXPENSE IS DOWN BY \$5,000. WHAT CHANGES CAUSED A REDUCTION OF THESE CITIZEN BOARDS?
4. UNDER HORTICULTURE, WAS A HORTICULTURIST HIRED? ALSO, YOU HAVE INCREASED PROFESSIONAL SERVICES BY \$20,000. FOR WHAT REASON?

Mayor Initial _____

5. UNDER COMMUNITY DEVELOPEMENT, THERE IS A LINE OF POLICE - FACILITY WITH THE EXPENSE BEING LISTED AS \$515,000. WITH A LAWSUIT AGAINST EDA AND THE TOWN'S REFUSAL TO PAY THE INTEREST OR PRINCIPAL FOR THE POLICE STATION, IT SEEMS DOUBTFUL THAT THIS MONEY WILL BE USED FOR THIS PURPOSE. WHAT EXACTLY ARE THESE FUNDS BEING USED FOR?

Thank you for your consideration. I hope to hear your responses at the next meeting.

Mayor Tewalt closed the public hearing.

Councilman Meza moved seconded by Councilman Gillispie that Council affirm on its first reading the Town's Annual Appropriation Ordinance for the FY2020-2021 Budget effective July 1, 2020 through June 30, 2021, as proposed.

Councilman Meza asked that staff respond to the questions raised by the two previous citizens. He voiced concern over the revenue shortfalls and was assured that staff was monitoring it closely. He voiced appreciation to the Interim Town Manager and staff for a job well done on the budget.

Vice Mayor echoed Mr. Meza's appreciation for staff's hard work. He reminded Council that staff not only worked on revising the current budget during the pandemic crisis but made sure there was a FY2020-2021 budget in place for approval. He also reminded Council of the Contingency Plan.

Councilman Cockrell reiterated that the questions from the citizens be answered.

Councilman Gillispie thanked staff for their hard work. He suggested a "close eye" on the shortfalls and to make adjustments when needed.

Mayor Tewalt thanked Mr. Tederick and staff for their hard work.

Interim Town Manager advised Council that the questions the citizens raised tonight would be answered within the next few days. He also thanked staff for all their hard work on the budget. He thanked Vice Mayor Sealock for the Contingency Plan since it was his idea.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, and Meza

No – Councilman Thompson

Abstain – N/A

Absent – N/A

ROLL CALL

Councilmen Meza and Cockrell moved to adjourn.

The Mayor adjourned the meeting at 7:54pm

Mayor Initial _____

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by _____ approved the Regular Council Meeting minutes of May 26, 2020 on June 8, 2020.

Mayor Initial _____

TOWN COUNCIL WORK SESSION MINUTES
Wednesday, May 27, 2020
via WebEx

1. CLOSED MEETING – Personnel

Councilman Holloway moved seconded by Councilman Thompson that Town Council go into Closed Meeting for the purpose of consideration or interviews of prospective candidates for employment with the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

Councilman Meza moved seconded by Councilman Holloway that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of the Mayor and Town Council

Vote: Yes – Mayor Tewalt and Councilmen Sealock, Cockrell, Gillispie, Holloway and Meza

No – N/A

Abstain – N/A

Absent – N/A

No Confirmation due to Technical Difficulties: Councilman Thompson

ROLL CALL

PRESENT: Mayor Tewalt, Councilman Meza, Councilman Thompson, Councilman Gillispie, Councilman Holloway, Vice Mayor Sealock, Councilman Cockrell

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

Councilman _____ moved, seconded by Councilman _____ approved the Work Session Meeting minutes of May 27, 2020 on June 8, 2020.

Mayor Initial _____

7A



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

Item # 7A

Meeting Date: June 8, 2020

Agenda Item: COUNCIL APPROVAL – Bid for Various Grades of Stone

Summary: Council is requested to approve and award a bid of various grades of stones to Hanson Aggregates of Front Royal in various amounts per ton (as presented on vendor spread sheet) to be used in the streets, water and sewer maintenance departments for fiscal year 2021.

Budget/Funding: Public Works Department's VDOT Highway Maintenance line item 4500-45407 Water Maintenance line item 9602-45407 and Sewer Maintenance line item 9802-45407.

Attachments: Memorandum from Purchasing Manager and Vendor Spread Sheet

Meetings: None

Staff

Recommendation: Approval_____ Denial_____

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

Proposed Motion: I move that Council approve and award a bid of various grades of stones to Hanson Aggregates of Front Royal in various amounts per ton to be used in the streets, water and sewer maintenance departments for fiscal year 2021.

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

Approved By: _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: May 28, 2020
To: Tina Presley, Senior Executive Assistant
Town Manager's Office
From: Alisa Scott, Purchasing Manager
RE: Request to Add Consent Agenda Item

Purchasing responded to a request from the Public Works Department to procure firm fixed pricing on various grades of stone for streets maintenance, water maintenance, and sewer maintenance for fiscal year 2021. On May 27th, I held a bid opening and received one (1) response. Staff has reviewed the tabulation and recommends awarding RFQ #14-2020 Stone to Hanson Aggregates, of Front Royal, VA, for the following various grades of stone per ton: #26 CRUSHER RUN - \$11.32, #21B & PUGGED STONE - \$11.81, #57 STONE - \$12.49, #21A PUGGED - \$11.95, OGB - \$15.44, CLASS 1 - \$34.67, CLASS 1A – \$24.67, and #3 - \$12.03.

The Public Works department has budgeted an expense of \$260,000 which also includes asphalt repairs, repair and replacement of signs and curb painting throughout the year. Town Council is requested to review and approve the award. Please add this consent agenda item to the next available Regular Town Council agenda.

Funding for this request is available in the Public Works Department's VDOT-Highway Maintenance line item 4500-45407 (\$200,000), Water Maintenance line item 9602-45407 (\$30,000), and Sewer Maintenance line item 9802-45407 (\$30,000).

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

VENDOR SPREAD SHEET

Town of Front Royal, VA

**BID: RFQ #14-2020 STONE**

BID/PROPOSAL OPENING DATE: 5/27/2020

BID/PROPOSAL OPENING TIME: 2:00 PM

Vendor

HANSON AGGREGATES VIRGINIA, LLC
FRONT ROYAL, VA

DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
ESTIMATED 1,000 TONS OF #26 CRUSHER RUN	\$11.32	\$11,320.00
ESTIMATED 5,000 TONS OF #21B	\$11.81	\$59,050.00
ESTIMATED 600 TONS OF #57	\$12.49	\$7,494.00
NO ESTIMATED QUANTITY CBR-30	NO BID	NO BID
NO ESTIMATED QUANTITY #21A PUGGED	\$11.95	
ESTIMATED 100 TON OGB	\$15.44	\$1,544.00
ESTIMATED 100 TON CLASS 1	\$34.67	\$3,467.00
ESTIMATED 50 TON CLASS 1A	\$24.67	\$1,233.50
ESTIMATED 50 TON #3	\$12.03	\$601.50

***DENOTES NON-RESPONSIVE BID**

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

Alisa Scott
Prepared by: Alisa Scott, CPPB, VCO, PMP

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

7B



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

Item # 7B

Meeting Date: June 8, 2020

Agenda Item: COUNCIL APPROVAL – Bid for Various Grades of Asphalt

Summary: Council is requested to approve and award a bid to Stuart M. Perry for various grades of asphalt per ton: base \$65.00; intermediate \$65.00 and finish \$69.00, to be used for general street patching and surfacing of the streets in the VDOT maintenance system for fiscal year 2021

Budget/Funding: Public Works Department VDOT Highway Maintenance line item 4500-45407

Attachments: Memorandum from Purchasing Manager and Vendor Spread Sheet

Meetings: None

Staff

Recommendation: Approval_____ Denial_____

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

Proposed Motion: I move that Council approve and award a bid to Stuart M. Perry for various grades of asphalt per ton: base-\$65.00; intermediate \$65.00 and finish \$69.00, to be used for general street patching and surfacing of the streets in the VDOT maintenance system for fiscal year 2021

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

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

Approved By: _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: May 29, 2020
To: Tina Presley, Senior Executive Assistant
Town Manager's Office
From: Alisa Scott, Purchasing Manager
RE: Request to Add Consent Agenda Item

Purchasing responded to a request from the Public Works Department to procure firm fixed pricing on various grades of asphalt for general street patching and surfacing of the streets in the VDOT maintenance system for fiscal year 2021. I held a bid opening and received one (1) response. Steve Scheulen, Public Works Infrastructure Manager has reviewed the tabulation and recommends awarding RFQ #15-2020 Asphalt to Stuart M. Perry for the following various grades of asphalt per ton: base, \$65.00; intermediate, \$65.00; and finish, \$69.00.

The Public Works department has budgeted an expense of \$200,000 which also includes repairs and replacement of signs and curb painting throughout the year. Town Council is requested to review and approve the award. Attached to this memo is the bid tabulation and recommendation memo from Public Works. Please add this action item to the next available Regular Town Council agenda.

Funding for this request is available in the Public Works Department's VDOT-Highway Maintenance line item 4500-45407.

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

VENDOR SPREAD SHEET

Town of Front Royal, VA



BID: RFQ #15-2020 ASPHALT

BID/PROPOSAL OPENING DATE: 5/28/2020

BID/PROPOSAL OPENING TIME: 2:00 PM

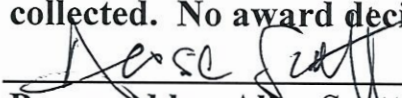
Vendor

**STUART M. PERRY INC.
WINCHESTER, VA**

DESCRIPTION	UNIT PRICE
PER TON BASE ASPHALT, TYPE BM-25.0, STANDARD MATERIAL	\$65.00
PER TON INTERMEDIATE ASPHALT, TYPE IM-19.0A, STANDARD MATERIAL	\$65.00
PER TON FINISH ASPHALT, TYPE SM-9.5A, STANDARD MATERIAL	\$69.00

***DENOTES NON-RESPONSIVE BID**

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


Prepared by: Alisa Scott, CPPB, VCO, PMP

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

7C



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

Item # 7C

Meeting Date: June 8, 2020

Agenda Item: COUNCIL APPROVAL – Bid for Various Treatment Chemicals for Water and Wastewater Plants

Summary: Council is requested to approve and award bids to Summit Chemical Specialty Products, Inc Flemington; George S. Coyne Chemical Company, Inc. Croydon, PA and UNIVAR Solutions, Inc Morrisville, PA for various chemicals to be used at the Water Treatment and Wastewater Treatment Plants for fiscal year 2021.

Budget/Funding: FY21 Water Treatment budget line item 9601-45605 – Chemicals and FY21 Wastewater Treatment budget line item 9801-45406 – Chemicals.

Attachments: Memorandum from Purchasing Manager and Vendor Spread Sheet

Meetings: None

Staff

Recommendation: Approval_____ Denial_____

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

Proposed Motion: I move that Council approve and award bids to Summit Chemical Specialty Products, Inc Flemington; George S. Coyne Chemical Company, Inc. Croydon, PA and UNIVAR Solutions, Inc Morrisville, PA for various chemicals to be used at the Water Treatment and Wastewater Treatment Plants for fiscal year 2021.

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

Approved By:  _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: May 28, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add Consent Agenda item to Town Council's Regular Meeting

Purchasing responded to a request from the Water Treatment Plant and Wastewater Treatment Plant to procure firm fixed pricing on various treatment chemicals for fiscal year 2021. On Friday, May 15th, 2020, I held a bid opening and received five (5) responses. Staff recommend awarding RFQ #10-2020 Chemicals as follows:

- Summit Chemical Specialty Products, Inc., Flemington, NJ – DelPac XG (\$2.4810/gallon)
- George S. Coyne Chemical Company, Inc., Croydon, PA – Sodium Fluoride (\$2,390.3743/50# bag), and Hydrochloric Acid (\$786.2571/drum),
- UNIVAR Solutions, Inc., Morrisville, PA – Polyaluminum Hydroxychlorosulfate (\$1.8900/gallon), sodium hypochlorite (\$195.8000/ton), Carbon (\$1,760.0000/50# bag), Technical grade potassium permanganate (\$3,674.0000/55# pail), sodium permanganate \$613.8000/ drum), sodium chlorite (\$652.0000/drum), and glycerin (\$2.9400/ gallon).

The Public Works department has budgeted an expense of \$150,000 for all water treatment chemicals, and \$800,000 for all wastewater treatment chemicals throughout the year. Town Council is requested to review and approve the award. Attached to this memo is the bid tabulation. Please add this consent agenda item to the next available Regular Town Council agenda.

Funding for these chemicals will be available in the FY21 Water Treatment budget line item 9601-45605 "Chemicals", and the FY21 Wastewater Treatment budget line item 9801-45406 "Chemicals".

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



Town of Front Royal, VA

RFQ #10-2020 CHEMICALS

BID/PROPOSAL OPENING DATE: 5/15/2020

BID/PROPOSAL OPENING TIME: 2:00 PM

	KUEHNE CHEMICAL, CO, INC. KEARNY, NJ	SUMMIT CHEMICAL SPECIALTY PRODUCTS, INC. FLEMINGTON, NJ	SHANNON CHEMICAL CORPORATION MALVERN, PA	GEORGE S. COYNE CHEMICAL COMPANY, INC. CROYDON, PA	UNIVAR SOLUTIONS, INC. MORRISVILLE, PA
	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
WATER TREATMENT PLANT CHEMICAL DESCRIPTION					
ESTIMATED 32,000 GALLONS POLYALUMINUM HYDROXYCHLOROSULFATE					\$1.8900
ESTIMATED 270 TONS SODIUM HYPOCHLORITE	\$250.0000				\$195.8000
ESTIMATED 4 TONS CARBON (AQUA NUCAR) 50# BAGS ONLY					\$1,760.0000
ESTIMATED 6 TONS SODIUM FLUORIDE (CRYSTAL) 50 LBS BAG ONLY				\$2,390.3743	\$2,438.0000
ESTIMATED 6 TONS TECHNICAL GRADE ONLY POTASSIUM PERMANGANATE 55# PAILS			\$3,131.31**	\$3,910.5991	\$3,674.0000
ESTIMATED 8 DRUMS SODIUM PERMANGANATE			\$777.7700	\$886.9333	\$613.8000
ESTIMATED 2 DRUMS SODIUM CHLORITE				\$701.6667	\$652.0000
ESTIMATED 2 DRUMS HYDROCHLORIC ACID				\$786.2571	
WASTEWATER TREATMENT CHEMICAL DESCRIPTION					
ESTIMATED 52,000 GALLONS GLYCERIN					\$2.9400
ESTIMATED 108,000 GALLONS DELPAC-XG		\$2.4810			\$2.4950

*DENOTES NON-RESPONSIVE BID

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

Alisa Scott
Prepared by: Alisa Scott, CPPB, VCO, PMP

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

7D



Town of Front Royal, Virginia Council Agenda Statement

Item # 7D

Meeting Date:

Agenda Item: COUNCIL APPOINTMENT – Non-Elected Representative to NSVRC - Brock

Summary: Council is requested to appoint a non-elected representative to serve a three-year term on the Northern Shenandoah Valley Regional Commission (NSVRC), said term to expire June 30, 2023.

Note: Former Planning & Zoning Director Jeremy Camp was the Town's non-elected representative, said term expiring June 30, 2020. Councilman Thompson is the Town's elected representative, said term expiring December 31, 2022.

Budget/Funding: None

Attachments: None

Meetings: Work Session held June 1, 2020

Staff

Recommendation: Approval_____ Denial_____

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

Proposed Motion: I move that Council appoint Christopher G. Brock, Acting Planning/Zoning Director, as the non-elected representative to serve a three-year term on the Northern Shenandoah Valley Regional Commission (NSVRC), said term to expire June 30, 2023.

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

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

Approved By: _____

7E



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

Item # 7E

Meeting Date: June 8, 2020

Agenda Item: COUNCIL APPROVAL – Resolution - Repayment of Wastewater Treatment Plant Bond

Summary: Council is requested to approve a Resolution to allow the Town to repay the amount of \$1,776,596.21 to Wells Fargo Bank for Series 2010 A, B, & C Bonds that were obtained to finance the engineering and architectural design of the Town's Wastewater Treatment Plant Expansion.

Budget/Funding: 0003-1413 Sewer Fund WWTP Bond \$1,776,596.21

Meetings: Closed Meeting held June 1, 2020

Staff

Recommendation: Approval_____ Denial_____

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

Proposed Motion: I move that Council approve a Resolution to allow the Town to repay the amount of \$1,776,596.21 to Wells Fargo Bank for Series 2010 A, B, & C Bonds that were obtained to finance the engineering and architectural design of the Town's Wastewater Treatment Plant Expansion.

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

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

Approved By: _____

A RESOLUTION
Regarding the repayment of the Town of Front Royal's
Series 2010 A, B & C Bonds

WHEREAS, on March 15, 2010 the Town of Front Royal issued its Series 2010 A, B & C Bonds (the "Town's Local Bonds") to finance the engineering and architectural design of the Town's wastewater treatment plant expansion in the total par amount of \$2,735,000.

WHEREAS, on March 15, 2010 the Industrial Development Authority of the County of Stafford and the City of Staunton, Virginia (the "Authority") purchased the Town's Local Bonds with proceeds from the Authority's Series 2010 D, E, & F Bond Pool issued on the same date therewith (the "Authority's Related Bonds.")

WHEREAS, construction of the wastewater treatment plant expansion was completed September 18, 2018.

WHEREAS, the Town's Local Bonds may be prepaid on or after February 15, 2020 upon providing the required advance notice to the Authority.

WHEREAS, the Town intends to repay the remaining outstanding balance of the Town's Local Bonds in full to Wells Fargo Bank, N.A. (the trustee of the Authority's Related Bonds) in the amount of \$1,776,596.21 on June 23, 2020 in order for the Authority to redeem its outstanding Related Bonds on or before June 30, 2020.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Town Council of the Town of Front Royal, Virginia, that Town Council approves this resolution regarding repayment in the amount of \$1,776,596.21 to Wells Fargo Bank, N.A.

APPROVED:

Eugene R. Tewalt, Mayor

Attest:

Tina Presley, Clerk of Town Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on June 8, 2020, 2020 upon the following recorded vote:

William A. Sealock	<u>Yes/No</u>	Gary L. Gillispie	<u>Yes/No</u>
Lori Cockrell,	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
Chris Holloway	<u>Yes/No</u>	Letasha T. Thompson	<u>Yes/No</u>

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____

7F



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

Item #7F

Meeting Date: June 8, 2020

Agenda Item: COUNCIL APPROVAL – Authorize Town Manager to Close Streets

Summary: Council is requested to authorize the Town Manager to regulate, allow and authorize the closure of streets, alleys and rights-of-way to vehicular traffic for outdoor commerce during dates and times as the Town Manager may deem appropriate and reasonable until the Governor of Virginia lifts all business restrictions pursuant to Executive Order.

Budget/Funding: None

Meetings: Work Session held June 1, 2020

Staff

Recommendation: Approval_____ Denial_____

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

Proposed Motion: Given the need and/or desirability for social distancing as a result of the on-going COVID-19 pandemic, and given restrictions placed on businesses by Executive Orders of the Governor of Virginia severely impacting local commerce notwithstanding the easing of some business restrictions pursuant to Executive Order 65 effective 12:00 a.m. June 5, 2020 (“Phase Two”), pursuant to the provisions of Town Charter Sections 3, 15, and 18, and Town Code 4-34, 142-6, and Chapter 72, I move that Town Council authorize the Town Manager to regulate, allow and authorize the closure of such parts of the Town of Front Royal’s streets, alleys and rights-of-way to vehicular traffic so as to facilitate the use of such closures and adjoining side streets and the adjacent sidewalks as applicable for outdoor commerce during such dates and times as the Town Manager may deem appropriate and reasonable until such time as the Governor of Virginia lifts all such relevant business restrictions pursuant to Executive Order.

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

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

Approved By: _____

8



Town of Front Royal, Virginia Council Agenda Statement

Item # 8

Meeting Date: June 8, 2020

Agenda Item: COUNCIL APPROVAL – An Ordinance to Amend Town code Section 158-6 Pertaining to Adoption by Reference of the State Motor Vehicular Laws
(2nd Reading)

Summary:

Council is requested to adopt on its second and final reading and ordinance to amend and re-enact Town code Section 158-6 pertaining by Reference of the State Motor Vehicular Laws, as presented. The Town must re-adopt Section 158-6 of the Town code, which legally allows the Town to incorporate all the changes to the State code traffic laws that have been made during the year.

Budget/Funding: None

Meetings: Public Hearing held May 26, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council adopt on its second and final reading and ordinance to amend and re-enact Town code Section 158-6 pertaining by Reference of the State Motor Vehicular Laws, as presented.

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

Approved By: _____

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

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

Pursuant to the authority of Section 46.2-1313, Code of Virginia, 1950, as amended, all of the provisions and requirements of the laws of the State as of **July 1, 2020**, contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended, except those provisions and requirements the violation of which constitutes a felony and except those provisions and requirements which, by their very nature, can have no application to or within the Town, are adopted and incorporated by reference and made applicable within the Town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the highways and other public ways within the Town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made part of this chapter as fully as those set forth at length herein; and it shall be unlawful for any person within the Town to violate or fail, neglect or refuse to comply with any provision of Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, which is adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement adopted exceed the penalty imposed for a similar offense under Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia.

For purposes of § 4-4 (E) of the Town Code, this Ordinance is deemed routine, and is effective on **July 1, 2020**.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

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

Lori A. Cockrell	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Chris W. Holloway	Yes/No
Letasha Thompson	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on May 26, 2020, having been advertised in the Northern Virginia Daily on May 9 and May 16, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

9



Town of Front Royal, Virginia Council Agenda Statement

Item # 9

Meeting Date: June 8, 2020

Agenda Item: COUNCIL APPROVAL— An Ordinance to Amend Chapter 12 and Chapter 175 pertaining to Revision or Removal of Certain Fees in Town Code *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading an ordinance to amend the Town Code as presented below:

Chapter 12 (FEES)

- Tires with or without rim from various fees to one fee of \$5.00
- Removal of Construction Specifications fee: \$15.00
- Removal of Charge for a hardcopy of the Town Code: \$100.00
- Removal of Town Right-of-Way Vacation Application Fee: \$100.00

Chapter 175-137 (FEES, CHARGES AND EXPENSES)

- Removal of Business License Zoning Clearance Fee: \$10.00

Budget/Funding: None

Meetings: Work Session held April 6, 2020; Public Hearing held May 26, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council adopt on its second and final reading an ordinance to amend the Town Code Chapter 12 (FEES) and Chapter 175-137 (FEES, CHARGES AND EXPENSES) as presented.

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

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

Approved By: _____

**AN ORDINANCE TO AMEND CHAPTER 12-2, 12-6 & 175-137 OF THE FRONT ROYAL
TOWN CODE PERTAINING TO REVISION AND REMOVAL OF CERTAIN FEES**

12-2 PUBLIC WORKS FEES

After hours shut-off calls (water)	\$30.00
Construction Specifications	\$15.00
Data Log Obtained from a Water Meter within 12 months	\$25.00 for the 3 rd and subsequent
Excavation for Sewer Clean Out Installation	\$150.00 per hour
Freon Removal (white goods commercial or residential)	\$15.00
Grease Trap Inspection (3 rd and all subsequent)	\$50.00 per inspection
On-Call Refuse Collection	Can be found in §85-3(E) of the Town Code
Recreational Vehicle Septic Tank Dump	\$17.50 each
Right-of-Way Utilization Fee	\$25.00 plus bond and insurance
Septic Tank Waste	\$50.00 per 1,000 gallons
Temporary Hydrant Meter Deposit (agreement for reading of water must be signed)	\$400.00 5/8" and smaller \$2,350 greater than 5/8"
Tires with or without Rim, not to exceed 16.5	\$25.00 per tire
Tires on Rim, not to exceed 16.5 inches	\$4.00 per tire
Tires over 16.5 inches with or without Rim	\$5.00 per tire
Water Meter Test (2 nd or subsequent test)	\$25.00 each
White Goods Disposal, Commercial	\$15.00 per item plus \$15.00 per Freon item
White Goods Disposal, Residential	No Charge plus \$15.00 per Freon item
Yard Waste Disposal, Commercial, Lg. Truck	\$50.00
Yard Waste Disposal, Commercial, Pickup Tk	\$25.00
Yard Waste Disposal, Residential (Town OR County Decal Required)	No Charge

12-6 MISCELLANEOUS FEES

Town Code, hardcopy	\$100.00
Town Right of Way Vacation Application	\$100.00

Freedom of Information Act (FOIA) requests for available information shall be submitted to the appropriate department that maintains the records sought for processing. Any request for records or documents from the Town is considered a FOIA request. All FOIA requests shall be communicated by the Department of the Town Manager and Town Attorney. FOIA regulations allow the Town to assess a reasonable charge for the costs to access, search, duplicate, and supply the requested materials if they exist. The Town shall not assess fees if staff time is less

through a FOIA request will be notified as soon as practicably possible. The Town shall conform to all FOIA regulations established by the Commonwealth of Virginia to ensure access to all available Town documents.

175-137 FEES, CHARGES AND EXPENSES

A. The Town Council hereby establishes the following schedule of fees, charges, and expenses for zoning permits, certificates of use, special permits, variances, appeals, amendments and other matters pertaining to this chapter.

For processing an Administrative Variance - \$100.00

For processing a Board of Architectural Review request –

- Administrative Review: \$50.00

- Board of Architectural Review: \$100.00

- Demolition of Historically Significant Structure: \$200.00

For processing a Board of Zoning Appeals application - \$400.00

~~For Business License Zoning Clearance - \$10.00~~

For issuing a Certificate of Compliance - \$25.00

For processing an application to amend the Comprehensive Plan - \$400.00

For processing an amendment to the Zoning Ordinance - \$400.00

For processing a Rezoning application –

- 1 acre or less: \$500.00

- Over 1 acre: \$500.00 + \$100.00 per acre over 1st acre

- Downzoning: \$400.00

Proffer amendment or Concept Plan/Master Land Use Plan Revision - \$400.00

For processing an application for a Sign Permit –

- Permanent: \$50.00

- Permanent (Entrance Corridor): \$75.00

- Temporary: \$25.00

- Relocation of previously approved sign: no charge for review

Requested Re-advertisement - \$200.00 per meeting

For processing an application for a Special Use Permit - \$400.00

For a Zoning Permit, Commercial Accessories/Additions - \$100.00

For a Zoning Permit, Residential Accessories/Additions - \$25.00

For a Zoning Permit, Multi-Family Residential Dwelling - \$50.00 per unit

For a Zoning Permit, New Commercial - \$100.00

For a Zoning Permit, New Single-Family Residential Dwelling - \$75.00

For a Zoning Permit, Portable Storage Container (Residential or Commercial) - \$25.00 each

For a Zoning Permit, Fences (for all uses) - \$25.00

Construction or Land Disturbance Activity without a Permit – double zoning permit regular fee

Requested Copies –

- Letter Paper Size: \$0.15 per sheet (b&w) or \$2.00 per sheet (color)

- Legal Paper Size: \$0.50 per sheet (b&w) or \$2.50 per sheet (color)

- 11" x 17" Paper Size: \$0.75 per sheet (b&w) or \$3.50 per sheet (color)

- Bond Paper for over 11" x 17" Sizes: \$0.50 per s.f. (b&w) or \$3.00 per s.f. (color)

- Copy of Zoning Ordinance: \$15.00

- Copy of the Comprehensive Plan (each): \$20.00

This ordinance shall become effective July 1, 2020.

APPROVED:

Eugene R. Tewalt, Mayor

ATTEST:

Tina L. Presley Clerk of Council

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

Lori A. Cockrell	Yes/No	Jacob L. Meza	Yes/No
William A. Sealock	Yes/No	Chris W. Holloway	Yes/No
Letasha Thompson	Yes/No	Gary Gillispie	Yes/No

A public hearing on the above was held on May 26, 2020, having been advertised in the Northern Virginia Daily on May 9 and May 16, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

10



Town of Front Royal, Virginia Council Agenda Statement

Item # 10

Meeting Date: June 8, 2020

Agenda Item: COUNCIL APPROVAL – An Ordinance Amendment to Town Code Chapter 134 Pertaining to Water/Sewer Rates and System Development Charges (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an ordinance amendment to Town Code Chapter 134 pertaining to the increase of sewer service rates and the decrease of system development charges for both sanitary sewer service and water service, as presented.

Staff noticed between readings that a few areas in the ordinance needed clarification. They are as follows:

- 1) Customer was added in the Definitions (page 134-4)
- 2) Removal of *“if the user’s property is in the Town’s corporate limits, otherwise pay according to the applicable out of Town rates and fees schedule as set forth in this Chapter”* (pages 134-13 & 134-26). This section applies to PILOTS.
- 3) Revised wording for better clarification on 134-22.3.A. (page 134-15)

Budget/Funding: None

Meetings: Work Session held April 6, 2020. Public Hearing held May 26, 2020.

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council adopt on its second and final reading an ordinance amendment to Town Code Chapter 134 pertaining to the increase of sewer service rates and the decrease of system development charges for both sanitary sewer service and water service, as presented.

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

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

Approved By: 

**AN ORDINANCE TO AMEND CHAPTER 134 PERTAINING TO THE INCREASE OF
SEWER SERVICE RATES, THE DECREASE OF WATER SERVICE RATES AND THE
DECREASE OF SYSTEM DEVELOPMENT CHARGES FOR BOTH SANITARY
SEWER SERVICE AND WATER SERVICE**

**CHAPTER 134
Sewers and Water**

GENERAL PROVISIONS

134-1 CONNECTIONS

PROVISIONS APPLICABLE TO SEWERS AND PRETREATMENT OF WASTE

**134-2 PURPOSE AND POLICY; OBJECTIVES; APPLICABILITY; ADMINISTRATION
AND ENFORCEMENT**

134-3 DEFINITIONS; ABBREVIATIONS

134-4 PROHIBITED DISCHARGE STANDARDS

134-5 SPECIFIC POLLUTANT LIMITATIONS

134-6 VARIANCES AND AGREEMENTS

134-7 DILUTION RESTRICTED

134-8 FEDERAL CATEGORICAL PRETREATMENT STANDARDS

134-9 PRETREATMENT MEASURES

134-10 SPILL PREVENTION PLANS

134-11 TENANT RESPONSIBILITY

134-12 HAULED WASTEWATER

**134-13 WASTEWATER PERMIT REQUIRED; APPLICATION; APPROVAL/ DENIAL;
REISSUANCE**

134-14 WASTEWATER PERMIT APPEALS

134-15 PERMIT PROVISIONS

134-16 PERMIT MODIFICATIONS AND TRANSFER

134-17 PERMIT REVOCATION; APPEAL

134-18 SIGNIFICANT INDUSTRIAL USER REPORTING REQUIREMENTS

134-19 ADMINISTRATIVE ENFORCEMENT REMEDIES

134-20 EMERGENCY SUSPENSIONS OR TERMINATION

134-21 GENERAL PROVISIONS FOR ALL USERS

134-22 ~~CONNECTION FEES~~ SYSTEM DEVELOPMENT CHARGES

134-22.1 SANITARY SEWER SERVICE RATES

134-22.2 RESIDENTIAL SUMMER SEWER SERVICE RATES

134-22.3 SANITARY SEWER CONNECTIONS; FURNISHING AND REPAIR

134-22.4 SEWER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES

134-22.5 WATER NOT DISCHARGED TO SEWERS EXCLUDED FROM RATES

134-23 INDUSTRIAL WATER AND SEWER RATES AND CHARGES

134-24 RESIDENTIAL SEWER BACKUP PROTECTION PROGRAM

134-25 (RESERVED)

**134-26 EXTENSIONS TO DEVELOPMENTS; RESPONSIBILITY TO INSTALL MAINS
WITHIN SUBDIVISION**

134-27 TESTING STANDARDS

- 134-28 VIOLATIONS AND PENALTIES; LIABILITIES
- 134-29 PUBLICATION OF SIGNIFICANT VIOLATORS

PROVISIONS APPLICABLE PARTICULARLY TO WATER

- 134-30 CONNECTION CHARGE ESTABLISHED
- 134-31 APPLICATION FOR WATER SUPPLY; WATER SUPPLY SERVICE CONTRACT REQUIRED
 - 134-31.1 WATER SERVICE RATES
 - 134-31.2 WATER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES
- 134-32 FURNISHING OF WATER METERS AND APPURTENANCES; REPAIRS
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BILL AND CHARGES

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- 134-65 CONTINUANCE OF RATES
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134-71 UTILITY ACCOUNTS-PAYMENTS/TERMINATION OF SERVICE

~~134-71.1 PURCHASE OF WATER AND SEWER TAPS~~ (RESERVED)

134-71.2 (RESERVED)

CROSS CONNECTION AND BACKFLOW CONTROL IN WATERWORKS

134-72 DEFINITIONS

134-73 RESPONSIBILITY FOR INSPECTIONS

134-74 RIGHT TO ENTER PROPERTY

134-75 DENIAL OR DISCONTINUANCE OF SERVICE FOR DEFICIENCIES

134-76 ENFORCEMENT; LABELING OF SUPPLIES THAT ARE UNSAFE FOR DRINKING

134-77 SUPPLEMENTARY PROVISIONS

134-78 (RESERVED)

RAINWATER AND SURFACE WATER

134-79 DISCHARGE OF RAINWATER OR SURFACE WATER PROHIBITED

134-80 UTILITY INSPECTOR

CONSERVATION OF WATER

134-81 CONSERVATION OF WATER

GENERAL PROVISIONS

134-1 CONNECTIONS

A. CONNECTION REQUIREMENTS: Every house used for human habitation and every place of business or manufacture where one (1) or more persons are employed shall be connected to the Town water system and to the Town sewer system when they are accessible, unless such house or place of business or manufacture is served by an adequate sewer system approved by the State Health Department. All methods of disposing of human excreta in these places of habitation, business or manufacture other than by a properly connected water closet are hereby declared to be unlawful.

When they become accessible, connection to the sewer and water mains shall be made within one (1) year after notification to the property owners by the Town Manager. Any person violating the provisions of this sections shall be punished as provided in Chapter 1, Article II, Penalties, of this Code, and each week's failure to comply herewith shall constitute a separate offense.

B. SEWER CONNECTION REQUIREMENT: ~~All~~ No premises may be ~~which are~~ connected to ~~and using~~ the Town sewer system ~~shall be required to be~~ unless the premises are connected to ~~and use~~ the Town water system ~~if the Town water system - -available~~ to serve the premises.

[C. THRU D. – NO CHANGES]

[SECTIONS 134-2 THROUGH 134-12 – NO CHANGES] [**EXCEPT:**]

134-3

CUSTOMER- For purposes of sewer and water connections only, the term “customer” refers to the owner of the property, the owner’s contractor or other agent on behalf of the property owner who with the property owner’s permission is making or causing to be made the sewer and/or water connections to the property owner’s property. The term “customer” shall not refer to the property owner’s tenant(s) or to any other person other than the property owner or the person who on behalf of the property owner with the permission of the property owner is causing the sewer and/or water connections to be made to the property owner’s property.

134-13 WASTEWATER PERMIT REQUIRED; APPLICATION; APPROVAL/ DENIAL; REISSUANCE

A. WASTEWATER PERMIT REQUIREMENT - It shall be unlawful for any person to connect or attempt to connect any pipe to the Town's sewer lines without a permit, and it shall be unlawful for any person to discharge wastewater, whether domestic sewage or industrial waste, into the Town's municipal wastewater system without first obtaining a permit.

B. WASTEWATER PERMIT APPLICATION - Wastewater permit applications shall be submitted to the Administrator on forms provided by the Town. Each permit application shall contain all requested information in sufficient specificity to determine compliance with pretreatment standards and all other provisions of this Article. Incomplete or inaccurate applications will not be processed and will be returned to the user for revision. Each application shall be accompanied by the ~~connection fee~~ system development charge in accordance with schedules promulgated by the Town or by special agreement between the Town and the user.

[C. THROUGH F. – NO CHANGES]

[SECTIONS 134-14 THROUGH 134-20 – NO CHANGES]

134-21 GENERAL PROVISIONS FOR ALL USERS

A. Separate connections required; exceptions: Buildings shall be provided with separate sanitary sewer connections at the property line. The connection of more than one (1) building to the same sewer lateral will not be allowed except by special permission prior to installation and at the sole discretion of the Town.

(Ord. No. 22-05 Amended 9-26-05-Effective Upon Passage)

B. Tap to sewer main; determination of size and sewer lateral:

1. The Town shall make the ~~tap~~ connection to the sewer main in the street and run the sewer service line from the sewer main in the street as near as practicable to the street right-of-way abutting the property to be served, in accordance with the provisions of Section 134-22.3.

(Ord. No. 22-05 Amended (1) 9-26-05-Effective Upon Passage)

2. The property owner or his representative ~~Town~~ shall determine the size of the sewer lateral which is needed for the service required.

[C. THROUGH H. – NO CHANGES]

134-22 CONNECTION FEES SYSTEM DEVELOPMENT CHARGES

A. The connection charge system development charge for sewer service, independent of and in addition to installation costs, will be based on the size of the water meter for water entering the premises from which a sewer connection exits, according to the following:

1. Sewer tap connection served by three-fourths-inch water meter: ~~nine thousand seven hundred fifty dollars (\$9,750.00)~~ seven thousand three hundred thirty dollars (\$7,330.00) each.
2. Sewer tap connection served by one-inch water meter: ~~twenty-one thousand nine hundred thirty-eight dollars (\$21,938.00)~~ twelve thousand two hundred seventeen dollars (\$12,217.00) each.
3. Sewer tap connection served by one and one-half-inch water meter: ~~fifty thousand seven hundred dollars (\$50,700.00)~~ twenty-four thousand four hundred thirty-three (\$24,433.00) each.
4. Sewer tap connection served by two-inch water meter: ~~seventy-nine thousand nine hundred fifty dollars (\$79,950.00)~~ thirty-nine thousand ninety-three dollars (\$39,093.00) each.
5. Sewer tap connection served by three-inch water meter: ~~one hundred fifty-seven thousand nine hundred fifty dollars (\$157,950.00)~~ eighty-five thousand five hundred seventeen dollars (\$85,517.00) each.
6. Sewer tap connection served by four-inch water meter: ~~two hundred four thousand seven hundred dollars (\$245,700.00)~~ one hundred forty-six thousand six hundred dollars (\$146,600.00) each.
7. Sewer tap connection served by six-inch water meter: ~~four hundred eight-nine thousand four hundred fifty dollars (\$489,450.00)~~ three hundred twenty-nine thousand eight hundred fifty dollars (\$329,850.00) each.
8. Sewer tap connection served by eight-inch water meter: ~~seven hundred eighty-one thousand nine hundred fifty dollars (\$781,950.00)~~ six hundred eighty-four thousand one hundred thirty-three dollars (\$684,133.00) each.
9. Sewer tap connection served by ten-inch water meter: ~~one million nine hundred twenty-three thousand two hundred dollars (\$1,123,200.00)~~ one million twenty-six thousand two hundred dollars (\$1,026,200.00) each.
10. Sewer tap connection served by twelve-inch water meter: ~~one million four hundred sixty-four thousand four hundred fifty dollars (\$1,464,450.00)~~ one million two hundred ninety-four thousand nine hundred sixty-seven dollars (\$1,294,967.00) each.

B. The above standard fee schedule charges shall apply to apartments, houses, condominiums, commercial buildings and hostels.

C. For purposes of this fee schedule, the following terms shall have the meanings indicated:

APARTMENT UNIT - A single-dwelling unit in a multiple-unit structure which is occupied on a rental basis.

CONDOMINIUM - A single-dwelling unit in a multiple-unit structure which is occupied on an ownership basis.

UNIT - Any single place of residence, any single place of business or any single hostelry room.

D. The standard fee schedule shall apply to the first unit of any structure. The standard fee schedule charges shall apply to each condominium unit.

E. The charges for apartments, condominium units and trailers will be two thousand three hundred four dollars (\$2,304.00) for sewer service for each unit after the first unit.

F. In the event that any multiple-unit complex which initially qualifies for the reduced rates for additional apartment units shall convert such units from a rental basis to an ownership basis, then, at the time of such conversion, the standard fee schedule charges shall be assessed against each single unit that is so converted.

G. Notwithstanding the provisions of Section 134-22. A., **G.**, **H.**, and **I.**, the ~~connection~~ **system development charges** for sewer service provided to structures and facilities which were existing as of May 20, 1991, in the following annexed areas of the Town of Front Royal shall be frozen at rates in effect on the date of May 20, 1991, to wit:

1. The annexed area incorporated into the Town of Front Royal by order of the Annexation Court, effective December 31, 1976, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

2. The annexed area incorporated into the Town of Front Royal by order of the Annexation Court, effective December 31, 1978, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

H. All ~~connectionfees~~ **system development charges** for sewer services furnished outside of the limits of the Town of Front Royal will be one hundred percent (100%) more than the in-town rates as provided in Section 134-22, Subsections A through H.

(Ord. No. 12-95 Added (I) 12-18-95-Effective Upon Passage)

I. No ~~connectionfees~~ **system development charges** fee for sewer service shall be accepted by the Town of Front Royal prior to the issuance of a zoning permit and the approval of a building permit application for building development or conversion upon the lot or parcel of land to be served. This provision shall not apply when the lot or parcel of land to be served has an existing structure approved for occupancy.

134-22.1 SANITARY SEWER SERVICE RATES

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

A. Base rate, up to three thousand (3,000) gallons per month: ~~sixteen dollars and seventeen cents (\$16.17)~~ **sixteen dollars and seventy-four cents (\$16.74)**.

(Ord. No. 12-91 Amended 6-10-91-Effective 7-1-91 ; Ord. No. 9-93 Amended 6-14-93-Effective 7-1-93)
(Ord. No. 7-99 Amended 6-14-99-Effective Upon Passage ; Ord. No. 8-02 Amended 5-28-02-Eff Upon Pass)
(Ord. No. 6-10 Amended 6-28-10-Effective 7-1-10 ; Ord. No. 3-11 Amended 2-24-11-Effective 2-1-11)
(Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11 ; Amended 6-10-13-Effective 7-1-13)
(Amended 6-9-14-Effective 7-1-14 ; Amended 6-8-15-Effective 7-1-15)

B. All sanitary sewer service usage exceeding three thousand (3,000) gallons per month: ~~thirteen dollars and ninety-one cents (\$13.91)~~ fourteen dollars and forty cents (\$14.40) per month, for each one thousand (1,000) gallons thereafter.

(Ord. No. 9-93 Added 6-14-93-Effective 7-1-93 ; Ord. No. 7-99 Amended 6-14-99-Effective Upon Passage)
(Ord. No. 8-02 Amended 5-28-02-Effective Upon Passage ; Ord. No. 6-10 Amended 6-28-10-Effective 7-1-10)
(Ord. No. 3-11 Amended 2-24-11-Effective 2-1-11 ; Ord. No. 9-11 Amended 5-23-11-Effective 7-1-11)
(Amended 6-10-13-Effective 7-1-13 ; Amended 6-9-14-Effective 7-1-14 ; Amended 6-8-15-Effective 7-1-15)

C. The rates for sanitary sewer service usage furnished outside of the limits of the Town of Front Royal:

1. One hundred percent (100%) more than the in-town rates as provided above, for areas not in the “U.S. Routes 522/340 Corridor Area, or “Route 522 Corridor Area”, or “Corridor Area”, hereinafter, “Corridor Area”, as described and defined in subparagraph (ii) below.
2. a. In the “Corridor Area”, commercial users (“Users”) of Town sanitary sewer service usage shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial sanitary sewer users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town’s meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User’s premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or “PILOT fees” (“Payments In Lieu of [Town] Taxes fees”). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town’s meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User’s customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement (“Statement”) of User’s previous year’s taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User’s annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User’s monthly bill for services.
- b. If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User’s rate for the first year of services.
- c. The Corridor Area was originally described and defined in the “Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services”, dated August 9,

1999, and as further ratified by “Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren”, said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

d. Users in the Corridor Area, in order to use Town public water and sanitary sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for “payments in lieu of taxes” fees, or “PILOT Fee Agreement”, which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT
(Warren County Commercial/Industrial Freehold Users)

*This Out-of-Town Water and Sewage Service Agreement (“Agreement”), is made this _____ day of _____, 20____, by and between the **Town of Front Royal, Virginia** (“Town”) and _____ **LLC** (“User”), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument #_____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. 12L 5 (“property”).*

WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services, and

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services (“Services”) to commercial and industrial users (“Users”) located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection ~~(“tap”)~~ to the Town’s service mains (“service location”), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User

and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

Deposit Amount

User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve months of Services, or Two Hundred and Fifty Dollars (\$250.00), whichever is greater.

For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.

Payment of Deposit, Interest and Refunds

Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement and shall be held by Town in an interest-bearing account.

The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, ~~connection fees~~ **system development charges**, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.

3. OUT-OF-TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and

except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

Due Date – Interest, Fees and Charges

- A. User shall pay for water and sanitary sewer services provided by Town.*
- B. All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.*
- C. If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Twenty Dollars \$20.00 shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621 (a) (2) of the Internal Revenue Code plus two percent.*
- D. If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance*

may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.

- E. A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than normal business hours, the reconnection fee shall be one and one-half (1 ½) the reconnection fee during normal business hours.*
- F. If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.*
- G. Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.*

Place of Payment

Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 102 East Main Street, Front Royal, Virginia, 3) delivery in person at the Town Hall, 102 East Main Street, Front Royal, Virginia, or 4) delivery to a designated bank.

Allocation of Payments

User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.

6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (_____) in writing of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

Disconnection of Service

If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health Certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5. D., above.

Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. RETURNED CHECK POLICY

If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and

requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer ~~connection tap fees~~ **system development charge** ~~if the User's property is in the Town's corporate limits, otherwise pay according to the applicable out-of-Town rates and fees schedule as set forth in this Chapter~~. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY / EASEMENTS

User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.

10. ~~COMMISSION ON LOCAL GOVERNMENT~~ UNENFORCEABLE PROVISIONS

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: _____ DATE: ____/____/____
Member

Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.

STATE OF _____
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

Given under my hand this _____ day of _____, 20____.

My Commission Expires

Notary Public

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Town Manager

Approved as to form:

Town Attorney

134-22.2 RESIDENTIAL SUMMER SEWER SERVICE RATES

A. The following sanitary sewer service rates may apply at the option of the customer for the months of any three (3) consecutive months between April and September inclusive of each year. The following summer rates shall apply only to residential sewer service. Commercial and industrial users shall not be eligible to receive summer sewer service rates.

B. Computation of rate.

1. For each participating residential user, an average month's usage will be calculated based on total water usage for October, November, December, January, February, and March of each participating year, divided by six (6).

2. If the monthly water usage for any three (3) consecutive months between April and September, inclusive, in the same participating year exceeds the average month's usage, as calculated herein, then the sewer service charge for those three (3) months will be reduced to that year's average month's usage.

C. To be eligible for participation in the summer sewer service rate plan, a residential user must apply at the Front Royal Town Hall, not later than March 31 of each participating year. No applications will be accepted after March 31. Residential users need not re-apply each year to continue participation in the program. Such participation in the program shall be renewed for such applicant by the Town automatically so long as such residential user continues to own the residential property to which such application and renewal applies. New residential users with no water usage history for any of the months October through March may not participate in the program for that year. Residential users who used no water during any of the months of October through March may not participate in the program for that year.

134-22.3 SANITARY SEWER CONNECTIONS; FURNISHING AND REPAIR

A. For four-inch sewer connections served by one-inch water meters or smaller, the customer shall have the option to provide, furnish and install the sanitary sewer connection in accordance with the Town of Front Royal's Standards and at the customer's cost and only upon prior written approval by the Town. Otherwise, and for all sewer connections larger than one inch, upon appropriate payment of the connection charge as provided in Section 134-22, the Town shall, ~~at its option, may~~ provide, furnish, and install the following services, material, labor, and equipment. Incurred costs for said services, material, labor and equipment shall be borne and paid for by the property owner ~~or customer in all cases.~~

1. The actual connection into the existing sanitary sewer line and connection with the customer's lateral sewer line.
2. All connection fittings, valves and sleeves.
3. The stub to the customer's property line for the customer's connection.
4. Necessary repairs to any existing sidewalk, pavement, landscaping or lawn caused by the town's sanitary sewer line connection measures.

B. The customer shall be responsible for all costs of the materials and installation of the equipment described in this Section. Upon the request of a customer for service, the Town shall prepare an estimate of the cost of all materials and installation of the meters and connections and all appurtenances to be installed and shall collect the amount from the customer prior to installation. In the event the final charge exceeds or is less than the estimate and payment, an additional billing or refund, respectively, shall be made by the Town. Failure of the customer to pay the additional charge within thirty (30) days may result in disconnection of the service until paid in full, including any reconnection and administrative fee.

C. The Town shall be responsible for the cost of maintenance, repair and/or replacement to the above-stated sanitary sewer line connection, materials and equipment. The Town shall not be responsible for the cost of repair, maintenance and/or replacement of any sewer lines, material or equipment located on the customer's property.

D. Subsection A shall not apply in the case of subdividers or developers required to install like improvements under the Town's Subdivision Ordinance (Chapter 148, Subdivision and Land Development). In such cases the town shall have no repair responsibility under Subsection B until and unless said improvements have been dedicated to and accepted by the Town.

134-22.4 SEWER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES

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

1. All sanitary sewer service usage for the first one hundred thousand (100,000) gallons: ~~fourteen dollars and ninety-two cents (\$14.92)~~ fifteen dollars and forty-four cents (\$15.44) per one thousand (1,000) gallons.

2. All sanitary sewer usage from one hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: ~~thirteen dollars and fifty-six cents (\$13.56)~~ **fourteen dollars and three cents (\$14.03)** per one thousand (1,000) gallons.

3. All sanitary sewer service usage above five hundred thousand (500,000) gallons: ~~twelve dollars and eighty-eight cents (\$12.88)~~ **thirteen dollars and thirty-three cents (\$13.33)** per thousand (1,000) gallons.

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

1. The rates for sanitary sewer service usage furnished outside the limits of the Town of Front Royal: one hundred percent (100%) more than the in-town rates as provided above.

134-22.5 WATER NOT DISCHARGED TO SEWERS EXCLUDED FROM RATES

Whenever a property upon which a sewer use charge is herein imposed uses water for an institutional or commercial purpose such that the water so used is not discharged into the sewerage system of the Town, the quantity of water so used and not discharged into the Town's sewers shall be excluded in determining the sewer use charge of said property. Provided however, that the portion not discharged to the sewer, in the opinion of the Town Manager taking into consideration the administrative cost to the Town and expected reduction to the user's charges for sewer service, is a significant volume and provided that the quantity of water so used and not discharged into the Town's sewers is determined, by measuring the volume either discharged or not discharged into the Town's sanitary sewer system. The determination of volume shall be by a device or devices, meter or meters, approved by the Director of Public Works & Utilities, and installed and operated without cost to the Town or determined by other means or methods approved by said Director of Public Works & Utilities; all without cost to the Town and only upon recommendation of the Director of Finance and provided the water supply is metered and the user pays for the water at meter rates applicable to that user.

The sewer use charge based upon the consumption of Town water to be paid by the user of said utility services shall be computed at the rates provided for, less the quantity not discharged into the Town's sewers. This section shall not apply to rates set pursuant to Section 134-23 if specifically excepted by the Town Council as part of the rate schedule or contract approved by the Town Council.

134-23 INDUSTRIAL WATER AND SEWER RATES AND CHARGES

Notwithstanding any contrary provision of the Front Royal Town Code Chapter 134, the water and sewer rates and fees for industrial users, including but not limited to ~~connection~~ **system development charge**, inspection and monitoring fees, shall either be in accordance with a rate schedule approved by the Town Council or shall be in accordance with a contract by and between the individual industrial user and the Town of Front Royal as approved by the Town Council following public hearing to be held at the next regularly scheduled Town Council meeting, for which one (1) advertisement in a locally distributed newspaper shall be required.

[SECTIONS 134-24 THROUGH 134-29 – NO CHANGES]

134-30 CONNECTION SYSTEM DEVELOPMENT CHARGE ESTABLISHED

A. Connection System Development charge for water service, independent of and in addition to installation costs, will be based on meter size and service line size. The larger size will dictate the fee in conjunction with the following schedule:

1. Three-fourths-inch water connection tap: ~~four thousand three hundred forty dollars (\$4,340.00)~~ two thousand six hundred sixty-three dollars (\$2,663.00) each.

2. One-inch water connection tap: ~~eight thousand eight hundred sixteen dollars (\$8,816.00)~~ four thousand four hundred thirty-eight dollars (\$4,438.00) each.

3. One and one-half-inch water connection tap: ~~twenty thousand one hundred dollars (\$20,100.00)~~ eight thousand eight hundred seventy-seven dollars (\$8,877.00) each.

4. Two-inch water connection tap: ~~thirty one thousand one hundred fifty four dollars (\$31,154.00)~~ fourteen thousand two hundred three dollars (\$14,203.00) each.

5. Three-inch water connection tap: ~~sixty thousand six hundred thirty four dollars (\$60,634.00)~~ thirty-one thousand sixty-eight dollars (\$31,068.00) each.

6. Four-inch water connection tap: ~~ninety three thousand seven hundred ninety eight dollars (\$93,798.00)~~ fifty-three thousand two hundred sixty dollars (\$53,260.00) each.

7. Six-inch water connection tap: ~~one hundred eighty five thousand nine hundred twenty two dollars (\$185,922.00)~~ one hundred nineteen thousand eight hundred thirty-five dollars (\$119,835.00) each.

8. Eight-inch water connection tap: ~~two hundred ninety six thousand four hundred sixty nine dollars (\$296,469.00)~~ two hundred forty-eight thousand five hundred forty-seven dollars (\$248,547.00) each.

9. Ten-inch water connection tap: ~~four hundred twenty five thousand four hundred forty two dollars (\$425,442.00)~~ three hundred seventy-two thousand eight hundred twenty dollars (\$372,820.00) each.

10. Twelve-Inch water connection tap: ~~five hundred fifty four thousand four hundred fifteen dollars (\$554,415.00)~~ four hundred seventy thousand four hundred sixty-three dollars (\$470,463.00) each.

B. The connection system development charge for water service exclusively used for fire-suppression systems will be based on the line size, according to the following fee schedule:

1. Three-inch line or smaller: ~~two thousand one hundred twenty-four dollars (\$2,124.00)~~, ~~one thousand three hundred three dollars (\$1,303)~~ plus thirty-nine dollars and sixty-seven cents (\$39.67) per month.

2. Four-inch line: ~~four thousand two hundred forty-eight dollars (\$4,248.00)~~ ~~two thousand six hundred seven dollars (\$2,607.00)~~, plus seventy- nine dollars and thirty-two cents (\$79.32) per month.

3. Six-inch line: ~~eight thousand four hundred ninety-five dollars (\$8,495.00)~~ ~~five thousand two hundred twelve dollars (\$5,212.00)~~, plus one hundred sixty-one dollars and forty-nine cents (\$161.49) per month.

4. Eight-inch line: ~~twelve thousand seven hundred forty three dollars (\$12,743.00)~~ ~~seven thousand eight hundred nineteen dollars (\$7,819.00)~~, plus two hundred forty dollars and eighty cents (\$240.80) per month.

5. Ten-inch line: ~~sixteen thousand nine hundred ninety-one dollars (\$16,991.00)~~ ~~ten thousand four hundred twenty six dollars (\$10,426.00)~~, plus three hundred twenty dollars and fourteen cents (\$320.14) per month.

6. Twelve-inch line: ~~twenty-one thousand two hundred forty dollars (\$21,240.00)~~ ~~thirteen thousand thirty three dollars (\$13,033.00)~~, plus three hundred ninety-nine dollars and forty-eight cents (\$399.48) per month.

C. The above standard fee schedule charges shall apply to apartments, houses, condominiums, commercial buildings and hostels.

D. For the purpose of this fee schedule, the following terms shall have the meanings indicated:

APARTMENT UNIT - A single dwelling unit in a multiple-unit structure which is occupied on a rental basis.

CONDOMINIUM - A single dwelling unit in a multiple-unit structure which is occupied on an ownership basis.

UNIT - Any single place of residence, any single place of business or any single hostelry room.

E. The standard fee schedule shall apply to the first unit of any structure. These standard fee schedule charges shall apply to each condominium unit.

F. The charges for apartments, condominium units and trailers will be two thousand three hundred seventy-one dollars (\$2,371.00) for water service for each unit after the first unit.

G. (RESERVED)

H. There will be an additional monthly charge for each water meter exceeding one (1) inch in size according to the following fee schedule:

1. One-and-one-fourth inch meter: seventeen dollars and thirty-five cents (\$17.35) per month.
2. One-and-one-half inch meter: twenty-three dollars and twenty-eight cents (\$23.28) per month.
3. Two-inch meter: fifty-five dollars and thirty-one cents (\$55.31) per month.
4. Three-inch meter: two hundred ninety dollars and seventeen cents (\$290.17) per month.
5. Four-inch meter: three hundred seventy-seven dollars and twenty-two cents (\$377.22) per month.
6. Six-inch meter: five hundred eighty dollars and thirty-three cents (\$580.33) per month.

I. All ~~connection fees~~ **system development charges** for water service furnished outside the limits of the Town of Front Royal will be one hundred percent (100%) more than the in-town rates as provided above. This section shall not apply to property located in the Belmont Subdivision of Warren County served by the water system constructed by the lot owners and subsequently conveyed to the Town of Front Royal.

J. No ~~connection fee~~ **system development charge** for water service shall be accepted by the Town of Front Royal prior to the issuance of a zoning permit and the approval of a building permit application for building development or conversion upon the lot or parcel of land to be served. This provision shall not apply when the lot or parcel of land to be served has an existing structure approved for occupancy.

K. Notwithstanding the provisions of Section 134-30A through I, the ~~connection~~ **system development charges** for water service provided to structures and facilities which were existing as of May 20, 1991, in the following annexed areas of the Town of Front Royal shall be frozen at the rates in effect on the date of May 20, 1991, as follows:

1. The annexed are incorporated into the Town of Front Royal by order of the Annexation Court, effective December 31, 1976, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.
2. The annexed area incorporated into the Town of Front Royal by order of the Annexation Court effective December 31, 1978, as shown by the plat of record in the annexation file of record in the office of the Clerk of the Circuit Court of Warren County.

134-31 APPLICATION FOR WATER SUPPLY; WATER SUPPLY SERVICE CONTRACT REQUIRED

All applications for the supply of water must be made at the office of the Town Manager in person or by duly authorized attorney or agent **of the customer** on an application form furnished by the town. The application, when accepted by the town, will constitute a contract between the town and the consumer. It shall be unlawful for any person to use water from the town without having a water service contract.

134-31.1 WATER SERVICE RATES

The monthly rates for water service usage shall be as follows:

A. Base rate, up to three thousand (3,000) gallons per month: nine dollars and ninety-two cents (\$9.92) per month.

B. All water service usage exceeding three thousand (3,000) gallons per month: eight dollars and fifty-one cents (\$8.51) per month, for each one thousand (1,000) gallons thereafter.

C. The rates for water service usage furnished outside of the limits of the Town of Front Royal:

1. One hundred percent (100%) more than the in-town rates as provided above, for areas not in the “U.S. Routes 522/340 Corridor Area, or “Route 522 Corridor Area”, or “Corridor Area”, hereinafter, “Corridor Area”, as described and defined in subparagraph (ii) below.

2.a. In the “Corridor Area”, commercial users (“Users”) of Town water services shall pay to the Town a rate for services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town’s meals and lodging taxes, as hereinafter set forth) and license fees the User would pay to the Town if User’s premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town, or “PILOT fees” (“Payments In Lieu of [Town] Taxes fees”). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town’s meals [food and beverage] and lodging taxes), and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User’s customers, collected by User and paid to the Town, as if User was located within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) taxes and Town lodging taxes. By February 1st each calendar year, User shall file with the Town a statement (“Statement”) of User’s previous year’s taxes in the following categories: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes (excluding meals and lodging taxes collected); (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User’s annual taxes or taxes collected and license fees would be if User were a Town resident or a Town business. This amount shall then be divided into twelfths and such resulting amount shall be added to User’s monthly bill for services.

b. If a commercial User in the Corridor Area is new to Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User’s rate for the first year of services.

c. The Corridor Area was originally described and defined in the “Amendment to an Agreement Between the County of Warren and the Town of Front Royal Regarding the Provision of Water and Sewer Service by the Town in the U.S. Route 522/340 North Corridor

and the Assumption of Full Service Funding and Responsibility by the County of Fire/Rescue, Parks/Recreation Operations and Animal Control Services”, dated August 9, 1999, and as further ratified by “Final Order Validating and Affirming Voluntary Settlement Agreement Between the Town of Front Royal and the County of Warren”, said Order entered into by the Circuit Court of Warren County, Virginia, dated December 13, 1999, Case No.CL97000225. The Corridor Area originally is described and defined as being that area north of the corporate boundaries of the Town of Front Royal, in Warren County, on both sides of U.S. Routes 522/340 North, extending to Crooked Run on the West side of U.S. Routes 522/340 North to the tracks of the Norfolk and Southern Railroad Company on the East side of U.S. Routes 522/340 North, and between the Interstate-66 Interchange to the South and State Route 661 (Fairgrounds Road) to the North. The Corridor Area has since been amended and expanded, by Voluntary Settlement Agreement between the Town of Front Royal and the County of Warren, to additionally include Crooked Run West, which contains current Warren County Tax Map Parcel Numbers 12 M 2 9 (11.22ac), 12 M 2 10 (2.33ac), 12 M 2 11 (53.93 ac), 12 M 2 12 (20.00 ac), 12 M 2 13 (30.43 ac), and 12 M 2 14 (29.94 ac), in total containing 147.85 acres, more or less, all of which are part of the Corridor Area.

d. Users in the Corridor Area, in order to use Town public water and sewer utility services, shall enter into with the Town, and be subject to, an Out-of-Town Water and Sewage Service Agreement which contains provisions for “payments in lieu of taxes” fees, or “PILOT Fee Agreement”, which PILOT Fee Agreements shall be in substantially the following form:

TOWN OF FRONT ROYAL, VIRGINIA
OUT-OF-TOWN WATER AND SEWAGE SERVICE AGREEMENT
(Warren County Commercial/Industrial Freehold Users)

*This Out-of-Town Water and Sewage Service Agreement (“Agreement”), is made this _____ day of _____, 2_____, by and between the **Town of Front Royal, Virginia** (“Town”) and _____ **LLC** (“User”), owner of commercial/industrial property commonly known as _____, located in the County of Warren, Virginia, being the same property conveyed to User by deed recorded in Deed Book _____, Page _____, as instrument #_____, of the land records of the Warren County Circuit Court, and identified as Warren County Tax Map Parcel No. 12L 5 (“property”).*

WHEREAS, the Town is authorized, pursuant to §§15.2-2119 and 15.2-2143 of the Code of Virginia, to operate outside of its boundaries, with the concurrence of the affected county, sewer services and water supply systems, and to contract for the use of such systems and services, and

WHEREAS, the Town operates sewer services and water supply systems outside of its boundaries and desires to contract to supply water and sewage services (“Services”) to commercial and industrial users (“Users”) located outside of its boundaries, and

WHEREAS, the County of Warren, Virginia, by separate agreement with the Town, concurs with the supplying of water and sewage services to such Users by the Town, and

WHEREAS, the User desires to obtain water and sewer services from the Town to its property via connection ~~(“tap”)~~ to the Town’s service mains (“service location”), and to enter into an agreement containing the terms and conditions for the supplying of Services which satisfies the contract requirements of Section 134.31 of the Code of the Town of Front Royal, Virginia.

NOW THEREFORE, in consideration of Town Work Order No. _____, incorporated herein by this reference, creating a service location for User, and of providing Services to User and/or such other good and valuable consideration, receipt of which is hereby acknowledged, User agrees to the following, which shall be binding upon User and User's successors in interest, lessees, and assigns:

1. SERVICE ACCOUNT AND DEPOSIT

Account

Upon execution of this Agreement, The Town's Department of Finance will open a service billing account ("Account") for User's service location and shall bill User for usage of Services supplied to such service location as determined by metering at User's master meter. If User has tenants using Services supplied via the same service location, User's usage shall be reduced by the usage of such tenants provided that each of such tenants have separate Accounts with Town, with usage determined by separate metering via separate tenant sub meters.

Deposit Amount

User shall pay to Town a deposit ("deposit") to secure payment for Services. For an existing commercial/industrial service location at the property, the deposit required for Town Services shall be an amount equal to the highest monthly bill for that service location during the preceding twelve months of Services, or Two Hundred and Fifty Dollars (\$250.00), whichever is greater.

For a newly created commercial/industrial service location at the property, the Town's Department of Finance shall establish the required deposit at an amount estimated to equal to the User's anticipated average monthly bill for Services.

Payment of Deposit, Interest and Refunds

Payment of the deposit is due upon the earlier of the execution of the Town's service work order or the execution of this Agreement and shall be held by Town in an interest-bearing account.

The deposit, plus any accrued interest, shall be refunded upon the closing of the Account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy User arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that User does not have any debts owing to the Town. If the User is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any deposit balances to the User.

2. COMPLIANCE WITH LAW

User agrees to comply with all applicable ordinances of Town concerning Services, including, but not limited to, discharge standards, pretreatment of waste, ~~connection fees~~ **system development charges**, and agrees to accept all new rate schedules and fees that the Town Council of Town may from time to time establish and adopt.

3. OUT-OF-TOWN COMMERCIAL RATES AND FEES

User shall pay to the Town a rate for Services equal to the charge to in-Town commercial/industrial users, plus an amount in lieu of all of the taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes,) and license fees the User would pay to the Town if User's Premises, and all commercial activity thereon, or ancillary thereto, was located and occurring within the boundaries of Town ("PILOT fees" or "Payments In Lieu of [Town] Taxes fees"). The annual amount due shall include all such taxes (less and except, however, the equivalent of the Town's meals [food and lodging] and lodging taxes, and hereinafter set forth) and license fees, whether ordinarily imposed directly on the User and paid to the Town, or indirectly on User's customers, collected by User and paid to the Town, as if User was within the Town. Such indirectly imposed taxes shall not include the Town meals (food and beverage) tax and Town lodging tax. By February 1st each calendar year, User shall file with the Town a statement ("Statement") of User's previous year's taxes in the following categories as may apply to User: (1) property taxes paid the County of Warren, Virginia; (2) gross receipts subject to a state sales tax, and business and professional occupational license taxes; (3) a list of all automobiles for which license taxes were paid to Warren County; (4) any bank franchise tax paid on deposits in Warren County; and (5) any car rental tax paid. This information contained in the Statement will be used to calculate an amount equivalent to what User's annual taxes and license fees would be if User were a Town resident. This amount shall then be divided into twelfths and such resulting amount shall be added to User's monthly bill for services.

If the User is new to doing business in Warren County, the information required in the Statement above shall be estimated by the Town for purposes of determining the User's rate for the first year of services.

4. VERIFICATION OF FEES

For three years, User shall keep sufficient records to enable the Town to verify the accuracy of Statements submitted by User and the correctness of rates and fees under this Agreement. All such records, books of account and other information required to be kept by any taxing authority ("Records") shall be open to inspection and examination by the Department of Finance of Town in order to allow the Town to determine compliance with the terms of this Agreement. The Town shall provide User with the option of having such audit conducted in a local business office of User where Records are maintained. In the event the Records are maintained outside Warren County, copies of the Records shall be sent to the Department of Finance upon written demand. The decision of the Town's Director of Finance shall be final in determining whether Statements comply with the terms of this Agreement.

5. PAYMENTS

Due Date – Interest, Fees and Charges

- A. User shall pay for water and sanitary sewer services provided by Town.*
- B. All payments on Accounts shall be due at Town's Department of Finance by the close of business within twenty (20) days of the date of billing. Accounts for which full payment is not received within twenty (20) days, are delinquent. The Director of Finance shall notify the User in writing of all such delinquencies. A late charge of two percent (2%) of the delinquent bill shall be charged to the delinquent Account.*

- C. *If the Account remains delinquent for ten (10) days after the original notice, an additional service charge of Twenty Dollars \$20.00 shall be charged to the Account and interest shall commence accruing at the rate of interest permitted on omitted taxes and assessments under the "Underpayment Rate" established pursuant to § 6621 (a) (2) of the Internal Revenue Code plus two percent.*
- D. *If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within ten (10) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. User shall have a right to request a hearing before the Finance Director during said ten (10) business day period to object to cessation of utility service, during which hearing said User may present evidence to support User's position as to why utility service ought not to be disconnected for cause.*
- E. *A service charge will be required to reconnect services on an Account that has had Services terminated for non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00 for the first time; 1st; \$30.00 for the second time; and \$40.00 for the third time. At all other times other than normal business hours, the reconnection fee shall be one and one-half (1 ½) the reconnection fee during normal business hours.*
- F. *If the fees and charges charged for water service or the use and services of the Town's sewage disposal system by or in connection with User's Premises are not paid when due, the User shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the Town's sewage disposal system.*
- G. *Such fees and charges, and any penalty and interest thereon, when unpaid as provided above, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes. A lien may be placed on the property by the Town when the owner of the Premises has been advised in writing that a lien may be placed upon the property if the owner of the Premises fails to pay any delinquent water and sewer charges when due as provided as above. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the owner of the Premises a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the owner of the Premises; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.*

Place of Payment

Payments shall be made by: 1) mail to Department of Finance, 102 E. Main Street, P.O. Box 1560, Front Royal, Virginia 22630, 2) deposit at the deposit box in the rear of the Town Hall, 3) delivery in person at the Town Hall, or 4) delivery to a designated bank.

Allocation of Payments

User recognizes and accepts that during a delinquency in the payment for services, any subsequent payment received will be applied first against the most delinquent Account balance.

6. TERMINATION OF SERVICES FOR BREACH OR FAILURE TO PAY

Grounds for Termination of Service

Services may be terminated for User's failure to comply with any of the terms of this Agreement including failure to pay for services as agreed herein.

Notice

The Director will notify the User at User's billing address (_____) in writing, of all delinquencies, failures to comply with the terms of this Agreement, imminent service termination, and the right to contest as set forth below. The foregoing notwithstanding, the Town reserves the right to terminate Services as provided by Section 134-43 of the Code of the Town of Front Royal, Virginia. Notice of imminent service termination may be posted on the door of the premise at the service location with the delinquent Account, unless User and Town have previously agreed in writing to a different arrangement as to such notice.

Disconnection of Service

If such User does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within Ten (100) days after the delinquent fees and charges charged for water or sewage disposal services are due, the Town's Director of Finance may issue a service termination notice and may cease supplying water and sewage disposal services to User's premises thereto unless an officer of the Virginia Department of Health certifies that shutting off the water will endanger the health of the occupants of User's premises or the health of others. At least ten (10) business days prior to ceasing the supply of water or sewage disposal services, the Director of Finance shall provide the owner with written notice of such cessation. Notwithstanding the foregoing, no services shall be terminated prior to the date set by the Town for a contest hearing as set forth in paragraph 5. D., above.

Conditions for Reconnection of Service

Once terminated, services shall not be restored to User until the outstanding balance (service fee(s), penalty, interest and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

7. RETURNED CHECK POLICY

If a check for payment on the Account is returned to the Town by its bank unpaid for any reason, the Director of Finance shall notify the User in the same manner as provided above. Unless payment in full, plus a \$35.00 returned check service charge, is received by the Director

by the close of business three days after the date of the notice, in addition to any rights allowed under State law, Services to the User's service location shall be terminated. If the User presents the Town with more than two (2) returned checks during any twelve (12) month period, payment by check, other than in the form of cashier's check or certified check, will no longer be accepted.

8. USE, INSTALLATION, AND INSPECTIONS

The User further agrees to the following conditions: (1) The User shall extend service via mains and/or laterals from the Town's existing mains, with no new main construction required by the Town; (2) Extension of mains and the easements necessary for their installation and maintenance may be required to be dedicated and conveyed to the Town, such facilities and real property interests shall be accepted into the Town's system when they meet such standards and requirements as the Town may determine; (3) The User shall secure any necessary easement(s) for extension of laterals, with the easement(s) to include a clause allowing the Town to inspect the lines as required to ensure proper maintenance; (4) All construction must meet the Town's water and/or sewer construction standards; (5) The User bears the total cost of all extension; (6) The User shall pay the in-town water and/or sewer ~~connection tap fees~~ **system development charge** if the User's property is in the Town's corporate limits, otherwise pay according to the applicable out-of-Town rates and fees schedule as set forth in this Chapter. If the User violates any of these conditions, the Town may terminate Services after written notice to the User. The User may contest the Town's Notice of Default by contacting the Town Manager within five business days of the notice. The Town Manager will immediately schedule a hearing on the User's claim that he is not in default. If the User's challenge is not successful, Services will be terminated.

9. RIGHTS OF WAY/EASEMENTS

User agrees to execute and convey, upon request of Town, any and all rights of way and/or easements in favor of Town, in recordable form, necessary to perfect in Town the right to place, maintain and inspect any mains, laterals, lines, pipes, valves, meters and other infrastructure over, under and/or across the property necessary to supply and bill for water and sewage services to User and User's tenants, if any. User agrees to pay the filing fee(s) for the recordation of any such rights of way and/or easements in the Circuit Court for Warren County. Any such filing fees will be billed to User.

10. COMMISSION ON LOCAL GOVERNMENT UNENFORCEABLE PROVISIONS

In the event that, by act of the Virginia General Assembly, decision of any court of competent jurisdiction, or for any other reason beyond the control of Town, the provisions of this Agreement for payments in lieu of taxes as a component of the out-of-town rate for services is determined to be illegal, ultra vires or unenforceable, the parties to this Agreement further agree that the Town may immediately terminate Services to the User unless the parties to this Agreement agree on a legally permitted substitute fee in place of a payment in lieu of Town taxes as set forth in this Agreement. In the event that no such legal substitute is available, the Town may terminate this Agreement without cost or liability.

11. REPRESENTATIONS

By signing below, the User represents and certifies that User has read and fully understands this Agreement having had an opportunity to consult with legal counsel, that User is the owner of the premises to which this Agreement relates, that User agrees to comply fully with the terms of this Agreement, and that the individual executing this Agreement on behalf of User is an authorized signatory hereto.

USER

By: _____ **DATE:** ____/____/____

Member

Note: A certified corporate resolution, or equivalent, authorizing the above signatory to enter into this Agreement must accompany this Agreement.

STATE OF _____
COUNTY OF _____, TO-WIT:

I, _____, a Notary Public in and for the State of _____, do hereby certify that _____, whose name is signed to the foregoing Agreement, did this day personally appear and acknowledge the same before me in my State and County aforesaid.

Given under my hand this ____ day of _____, 20__.

My Commission Expires

Notary Public

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Town Manager

Approved as to form:

Town Attorney

134-31.2 WATER SERVICE RATES-COMMERCIAL AND INDUSTRIAL LAUNDRIES

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

1. The first one hundred thousand (100,000) gallons: nine dollars and fourteen cents (\$9.14) per one thousand (1,000) gallons.
2. One hundred thousand one (100,001) gallons to five hundred thousand (500,000) gallons: eight dollars and thirty cents (\$8.30) per one thousand (1,000) gallons.
3. Above five hundred thousand one (500,001) gallons: seven dollars and eighty-nine cents (\$7.89) per one thousand (1,000) gallons.

B. Out-of-Town Laundries: The monthly rates for water service usage by licensed commercial or industrial laundries located outside the corporate limits of the Town of Front Royal shall be as follows:

1. The rates for water usage furnished outside the limits of the Town of Front Royal: one hundred percent (100%) more than the in-town rates as provided above.

134-32 FURNISHING OF WATER METERS AND APPURTENANCES; REPAIRS

A. ~~Taps~~ **Connections** under 2" on development of existing in-fill lots:

1. Upon appropriate payment of the ~~connection~~ **system development** charge(s) as provided in Section 134-30, and in consideration whereof, the Town shall, **subject to 134-32.A. 3. and A. 4. below** provide, furnish, and install the following services, material, labor, and equipment: (Incurred costs for said services, material, labor, and equipment shall be borne and paid for by the property owner.)

- a. The ~~tap~~ **(connection)** into the existing waterline.
- b. All fittings, valves and sleeves deemed necessary by the Town for said tap.
- c. All appurtenances deemed necessary by the Town including the service line to the meter, water meter jar, angle valve, yoke bar, flanges, gaskets, back-flow prevention device, ring & lid assembly, and up to five feet of pig-tail at the property. The meter will be located at the Town right-of-way/easement/property line.
- d. The Town will own and maintain all appurtenances up to the discharge side of the water meter/back-flow device.

2. The customer shall be responsible for all costs of the materials and installation of the equipment described in this Section. Upon the request of a customer for service, the Town shall prepare an estimate of the cost of all materials and installation of the meters and connections and all appurtenances to be installed, in addition to the ~~connection tap fees~~ **system development charges** described in Section 134-30, and shall collect the amount from the customer prior to installation. In the event the final charge exceeds or is less than the estimate and payment, an additional billing or refund, respectively, shall be made by the Town. Failure of the customer to pay the additional charge within thirty (30) days may result in disconnection of the service until paid in full, including any reconnection and administrative fee.

3. For one-inch water connections and smaller, the customer shall have the option to provide, furnish, and install the water system connection in accordance with the Town of Front Royal Standards and Specifications at the customer's cost and only upon prior written approval by the Town.

4. Subsection A shall not apply in the case of subdividers or developers required to install like improvements under the Town's Subdivision Ordinance (Chapter 148, Subdivision and Land Development). In such cases the Town shall have no repair responsibility under Subsection A until and unless said improvements have been dedicated to and accepted by the Town.

[B. THROUGH G. – NO CHANGES]

[SECTIONS 134-33 THROUGH 134-45] – NO CHANGES

134-46 UNAUTHORIZED REMOVAL FROM HYDRANT, TROUGH, FOUNTAIN OR FIRE-SUPPRESSION SYSTEM

A. No person shall take or carry away water from any hydrant, watering trough, drinking or public fountain without written authority to do so from the town.

B. It shall be unlawful for any person to take, divert or make use of water for any purpose other than fire suppression from a connection with the town water lines, or any line leading therefrom, installed for a fire-suppression system and assessed a ~~connection~~ system development charge on that basis.

C. Use of water removed from a fire hydrant by the Fire Department for non-emergency or training purposes shall be pre-approved by the Town Manager. Non-emergency use shall be metered for possible payment.

[SECTIONS 134-47 – 124-70] – NO CHANGES

134-71 UTILITY ACCOUNTS DEPOSITS, PAYMENTS AND TERMINATION OF SERVICE

A. DEPOSIT:

1. a. Residential Service Location Amount: For an existing residential service location, the deposit required for Town utility services after September 9, 2019 shall be an amount equal to the highest monthly bill for that location during the preceding twelve months or two hundred and fifty dollars (\$250.00), whichever is greater.

b. Commercial Service Location: For an existing commercial service location, the deposit required for Town utility services shall be an amount equal to twice the average monthly bill for that location during the preceding twelve months or five hundred dollars (\$500.00), whichever is greater.

c. Newly Established Location: To calculate the amount of the deposit for newly established residential or commercial service locations, the Front Royal Department of Finance shall establish the deposit at an amount equal to the customer's anticipated monthly usage of water and electric service, as may be the case.

d. Reinstatement of Deposit: If, at any time, the customer's deposit is waived or returned, as set forth below, but the customer's service subsequently is terminated for nonpayment or the customer has made four late payments during any twelve month period, a deposit, in an amount as set forth above, shall be required.

2. Service Location Deposit Waiver: Notwithstanding the foregoing, no service location deposit shall be required when an acceptable credit history is furnished by the customer from a previous

utility provider. Acceptable credit history is defined as a customer who can demonstrate that during the previous twelve months his bills were paid with no more than four (4) late payments on a monthly billing system or no more than two (2) late payments on a bimonthly system.

3. Payment of Deposit: Payment of the deposit is due upon execution of the service work order. In lieu of the foregoing, when the required deposit for a residential service location exceeds five hundred dollars (\$500) or a commercial service location exceeds one thousand dollars (\$1,000), the deposit may be paid in two equal installments with one half due when the work order is signed and pay the remaining half along with the payment for the first month's service.

4. Interest and Refunds: Deposits shall be held in an interest-bearing account.

a. Service location deposits plus interest shall be refunded either: (1) upon termination of the service account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy customer arrearages or other debts owing to the Town; or (2) upon the customer's request after a period of twelve months of service during which there were no more than four delinquent payments. Upon request of a refund, the Director of Finance shall first ensure that customer does not have any debts owing to the Town. If the customer is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any money to the customer.

B. PAYMENTS:

1. Due Date - Fines and Charges: All payments for water, sewer, electric, and garbage collection services shall be due within 20 days of the date of billing. Accounts, for which full payment is not received within 20 days, are delinquent. A late charge of 2% of the delinquent bill immediately shall be charged to the delinquent account. If the account remains delinquent for 10 days after the original notice, an additional service charge of \$10.00 shall be charged. Finally, a service charge will be required to reconnect service that has been discontinued due to non-payment. If the reconnection occurs during normal business hours, the reconnection fee shall be \$20.00-first reconnection fee; \$30.00-second reconnection fee; \$40.00-third reconnection fee; \$50.00-reconnection fee for all other times.

2. Allocation of Payments: During a delinquency in the payment for any service (electric, water, sewerage, or garbage collection) any subsequent payment received for services will be applied first against the most delinquent account which is not subject to a defense of any applicable statute of limitations.

3. Budget Billing: Notwithstanding the foregoing, the Director of Finance, in his discretion, may enter into agreements with customers for alternative billing and payment schedules with persons on fixed or limited incomes.

4. The Town of Front Royal may take all lawful action to collect all debts owed to the municipality which have become overdue.

C. TERMINATION OF SERVICES:

1. Notice: The Director of Finance shall notify the customer in writing of all delinquencies, imminent service termination, and right to contest as set forth below. Notice also shall be posted on the door of the premise with the delinquent account.

2. Protest: The customer may contest the bill by contacting the Director of Finance for the Town of Front Royal who will immediately schedule a hearing on the customer's claim that his account is not delinquent.

3. Disconnection of Service: If the matter is not successfully contested by the customer and arrearages remain 10 days after the date of the aforementioned notices, service shall be disconnected. Notwithstanding the foregoing, no services shall be disconnected prior to a requested hearing.

4. Persons in Poor Health: Customer may seek an additional 30 days before water and electric services are disconnected if the Director of the Warren County Health Department certifies in writing to the Town of Front Royal Director of Finance that the customer has a serious medical condition or the customer resides with a family member with a serious medical condition. Upon providing certification the service termination may be delayed twice within a 12-month period, but may not be consecutive, certification shall be valid for period of 365 days.

5. Conditions for Reconnection of Service: Once disconnected, services shall not be restored to that customer until the outstanding balance (service fee(s), penalty, and reconnection fee(s)) for that service location is paid in full, unless the Director of Finance has approved other arrangements for payment in full.

D. RETURNED PAYMENT POLICY: If a payment is returned to the Town for any reason, the Director of Finance shall notify, in the same manner as provided above, the Customer. If payment, in full, plus a \$35.00 service charge is not received by the close of business three days after the date on the notice, all utility services to the customer's service location shall be disconnected. If the customer presents the Town with more than two bad checks during any twelve-month payment, payment by check will no longer be accepted.

~~134-71.1 PURCHASE OF WATER AND SEWER TAPS~~

~~A. A water and sewer connection can be purchased from the Town of Front Royal only for a specific, designated building site or lot.~~

~~B. Once an application to purchase a water and sewer connection has been received, the connection shall not be transferrable to another site.~~

~~C. If the water and sewer connection is not installed within twelve (12) months from the date of purchase because the purchaser is not ready for actual installation, the purchase shall be voided and the purchase price alone shall be refunded without interest.~~

~~D. E. Water and sewer connection fees~~ system development charges shall be paid upon application. However, when a single developer in a single application requests the purchase of six (6) or more water and sewer taps for six (6) or more building units, the connection fee for each tap may be paid upon actual installation of each respective tap. (Ord. No. 2 86 Added Entire Section 2 10 86 Effective Upon Passage)

134-71.2 (RESERVED)

[SECTIONS 134-71.2 THROUGH 134-81] – NO CHANGES

This ordinance shall become effective July 1, 2020.

APPROVED:

Eugene R. Tewalt Mayor

ATTEST:

Tina L. Presley, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2020, upon the following recorded vote:

William A. Sealock	__ Yes __ No	Chris W. Holloway	__ Yes __ No
Lori A. Cockrell	__ Yes __ No	Jacob L. Meza	__ Yes __ No
Gary L. Gillispie	__ Yes __ No	Letasha T. Thompson	__ Yes __ No

A public hearing on the above was held on May 26, 2020, having been advertised in the Northern Virginia Daily on May 9 and May 16, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

11



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

Item # 11

Meeting Date: June 8, 2020

Agenda Item: COUNCIL APPROVAL— Annual Appropriation Ordinance for
FY2020-2021 Budget *(2nd Reading)*

Summary: Council is requested to adopt on its second and final reading the Town's Annual Appropriation Ordinance for the FY2020-2021 Budget effective July 1, 2020 through June 30, 2021, as proposed.

Budget/Funding: None

Meetings: Various work sessions held. Public Hearing held on May 26, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council adopt on its second and final reading the Town's Annual Appropriation Ordinance for the FY2020-2021 Budget effective July 1, 2020 through June 30, 2021, as proposed.

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

Approved By: _____

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

FOR THE FISCAL YEAR ENDING JUNE 30, 2021
AN ORDINANCE MAKING APPROPRIATIONS OF SUMS OF MONEY FOR ALL
NECESSARY EXPENDITURES OF THE TOWN OF FRONT ROYAL, VIRGINIA FOR THE
FISCAL YEAR ENDING JUNE 30, 2021 TO PRESCRIBE THE PROVISOS, TERMS,
CONDITIONS, AND PROVISIONS WITH RESPECT TO THE TERMS OF
APPROPRIATION AND THEIR PAYMENTS, AND TO REPEAL ALL ORDINANCES
WHOLLY IN CONFLICT WITH THIS ORDINANCE, AND ALL PARTS OF ALL
ORDINANCES INCONSISTENT WITH THIS ORDINANCE TO THE EXTENT OF SUCH
INCONSISTENCY.

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

SECTION I

That the following sums of money are hereby appropriated for the general government purposes herein specified for the fiscal year ending June 30, 2021

GENERAL FUND EXPENDITURES

General Government	1,015,630
Financial Administration	925,265
Legal	568,805
Law Enforcement Services	5,301,250
General Property Maintenance	1,367,764
Planning & Zoning Administration	442,295
Risk Management/Insurance	911,665
Economic Development	9,365
Information Technology	733,301
Transfers	715,425
TOTAL GENERAL FUND EXPENDITURES	11,990,765

STREET FUND EXPENDITURES

Public Works	390,630
State Highway Maintenance System	2,315,675
TOTAL STREET FUND EXPENDITURES	2,706,305

ECONOMIC DEVELOPMENT FUNDS

Principal on Debt	-
TOTAL DEBT SERVICE FUND EXPENDITURES	-

SPECIAL REVENUE FUND

Community Development Projects	669,450
Asset Forfeiture	12,000
TOTAL SPECIAL REVENUE FUND EXPENDITURES	681,450

and the following sums of money are hereby appropriated for the enterprise operations specified for the year ending June 30, 2021.

ELECTRIC FUND EXPENDITURES

Operations	3,176,554
Purchase of Bulk Electricity	14,754,346
Transfer to General Fund	2,002,000
TOTAL ELECTRIC FUND EXPENDITURES	19,932,900

WATER FUND EXPENDITURES

Administrative Office	120,910
Water Plant Operations	1,755,210
Maintenance of Lines	1,529,760
Meter Reading	97,230
Debt Service	1,469,505
Transfers to Other Funds	510,000
TOTAL WATER FUND EXPENDITURES	5,482,615

SEWER FUND EXPENDITURES

Administrative Office	115,950
Wastewater Treatment Plant Operations	2,825,700
Maintenance of Lines	961,040
Debt Service	2,198,880
Transfers to Other Funds	610,000
TOTAL SEWER FUND EXPENDITURES	6,711,570

REFUSE FUND EXPENDITURES

Operations	998,735
Transfer to General Fund	100,000
TOTAL REFUSE FUND EXPENDITURES	1,098,735

TOTAL ALL FUNDS EXPENDITURES	48,604,340
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REVENUES

TO BE PROVIDED AS FOLLOWS

GENERAL FUND

Real Estate Property Tax	1,025,275
Public Service Property Tax & Tax Penalties	62,000
Personal Property Tax	601,350
Other Local Taxes	5,931,200
Permits and Fees	34,000
Fines and Forfeitures	202,000
Revenue from Use of Money and Property	92,045
Public Rights-of-Way Use Fee	1,100
Intergovernmental	648,745
Interfund Transfers:	
Electric Fund	2,002,000
Water Fund	510,000
Sewer Fund	610,000
Refuse Fund	100,000
Miscellaneous Receipts	171,050
TOTAL GENERAL FUND REVENUE	11,990,765

STREET FUND

State Highway Maintenance Funds	1,971,380
Revenue from Use of Money and Property	42,500
Street , Curb, & Gutter Assessments	127,000
Transfers from General Fund	565,425
TOTAL STREET FUND REVENUE	2,706,305

ECONOMIC DEVELOPMENT FUND

Real Estate Property Tax	-
TOTAL DEBT SERVICE FUND REVENUE	-

SPECIAL REVENUE FUND

Asset Forfeiture Grant Funding	12,000
Community Development	669,450
TOTAL SPECIAL REVENUE FUND	681,450

ELECTRIC FUND

Revenue from Use of Money & Property	190,000
Connection Fees	60,000
Internal Loan	150,000
Sale of Service	19,347,900
Miscellaneous Receipts	185,000
TOTAL ELECTRIC FUND REVENUE	19,932,900

WATER FUND

Revenue from Use of Money and Property	120,000
Antenna Rentals	100,480
Sale of Service and Commodities	5,064,250
Connection Fees	160,000
Internal Loan	34,885
Miscellaneous Receipts	3,000
TOTAL WATER FUND REVENUE	5,482,615

SEWER FUND

Revenue from Use of Money and Property	145,000
Sale of Service and Commodities	6,105,430
Connection Fees	332,140
Miscellaneous Receipts	129,000
TOTAL SEWER FUND REVENUE	6,711,570

REFUSE FUND

Revenue from Use of Money and Property	42,000
Sale of Services/Bags/Other	1,054,735
Sale of Recyclable Materials	2,000
TOTAL REFUSE FUNDS REVENUES	1,098,735

TOTAL ALL FUNDS REVENUES	48,604,340
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This ordinance is proposed to become effective on July 1, 2020.

APPROVED:

Eugene R. Tewalt Mayor

ATTEST:

Tina L. Presley, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2020, upon the following recorded vote:

William A. Sealock ☐ Yes ☐ No

Chris W. Holloway ☐ Yes ☐ No

Lori A. Cockrell ☐ Yes ☐ No

Jacob L. Meza ☐ Yes ☐ No

Gary L. Gillispie ☐ Yes ☐ No

Letasha T. Thompson ☐ Yes ☐ No

A public hearing on the above was held on May 26, 2020, having been advertised in the Northern Virginia Daily on May 16, 2020.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

12



Town of Front Royal, Virginia Council Agenda Statement

Item # 12

Meeting Date: June 8, 2020

Agenda Item: FY21 Budget Transfer for Contingency Reserves

Summary: Council is requested is approve budget transfers for the FY21 budget to establish contingency funds for potential revenue shortfalls due to the COVID-19 pandemic.

Transfers include reduction of medical insurance expenses, establish of HRA line items, removal of merit increases, removal of third year compensation study pay increases, and reduction of various departmental line items.

Contingency funds established from these transfers represent approximately 6% of the total FY21 budget and are as follows:

	Contingency Amount
General/Streets/Special Funds	\$ 1,316,821.00
Street Fund	\$ 204,145.00
Electric Fund	\$ 674,979.00
Water Fund	\$ 458,325.00
Sewer Fund	\$ 359,525.00
Refuse Fund	\$ 38,465.00
TOTAL	\$ 3,052,260.00

Budget/Funding: See attached line item detail.

Meetings: Work session April 20, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council approve the FY21 budget transfers, as presented.

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

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

Approved By: _____

GENERAL FUND

1201-42005	Medical Insurance - Town Manager	\$	(5,930.00)
1202-42005	Medical Insurance - Human Resource	\$	(6,435.00)
1203-42005	Medical Insurance - Fleet Maintenance	\$	(17,090.00)
1204-42005	Medical Insurance - Information Techonology	\$	(5,260.00)
2201-42005	Medical Insurance - Town Attorney Department	\$	(5,035.00)
1214-42005	Medical Insurance - Finance Administration	\$	(6,435.00)
1215-42005	Medical Insurance - Finance Customer Service	\$	(13,155.00)
1222-42005	Medical Insurance - Purchasing Department	\$	(7,455.00)
3101-42005	Medical Insurance - Police Administration	\$	(17,315.00)
3102-42005	Medical Insurance - Police Patrol	\$	(83,120.00)
3103-42005	Medical Insurance - Police Investigations	\$	(15,900.00)
3107-42005	Medical Insurance - Gang/Drug Task Force	\$	(7,450.00)
8101-42005	Medical Insurance - Planning & Zoning	\$	(8,805.00)
4302-42005	Medical Insurance - General Properties	\$	(5,390.00)
4305-42008	Medical Insurance - Horticulture	\$	(8,455.00)
1201-42008	HRA - Town Manager	\$	500.00
1202-42008	HRA - Human Resource	\$	500.00
1203-42008	HRA - Fleet Maintenance	\$	3,000.00
1204-42008	HRA - Information Technology	\$	2,000.00
2201-42008	HRA - Town Attorney Department	\$	500.00
1214-42008	HRA - Finance Administration	\$	500.00
1215-42008	HRA - Finance Customer Service	\$	1,500.00
1222-42008	HRA - Purchasing Department	\$	1,000.00
3101-42008	HRA - Police Administration	\$	2,000.00
3102-42008	HRA - Police Patrol	\$	8,000.00
3103-42008	HRA - Police Investigations	\$	1,000.00
3104-42008	HRA - Police Services	\$	1,000.00
3107-42008	HRA - Gang/Drug Task Force	\$	500.00
8101-42008	HRA - Planning & Zoning	\$	1,000.00
4302-42008	HRA - General Properties	\$	575.00
4305-42008	HRA - Horticulture	\$	675.00
	Merit Increase - Town Manager Department	\$	(4,790.00)
	Merit Increase - Human Resource	\$	(4,320.00)
	Merit Increase - Fleet Maintenance	\$	(6,250.00)
	Merit Increase - Information Technology	\$	(3,856.00)
	Merit Increase - Town Attorney Department	\$	(6,285.00)
	Merit Increase - Finance Administration	\$	(4,460.00)
	Merit Increase - Finance Customer Service	\$	(6,450.00)
	Merit Increase - Purchasing Department	\$	(2,690.00)
	Merit Increase - Police Administration	\$	(10,520.00)
	Merit Increase - Police Patrol	\$	(36,550.00)
	Merit Increase - Police Investigations	\$	(7,825.00)
	Merit Increase - Police Services	\$	(13,155.00)
	Merit Increase - Gang/Drug Task Force	\$	(4,575.00)
	Merit Increase - Planning & Zoning	\$	(7,885.00)

	Merit Increase - General Properties	\$	(1,530.00)
	Merit Increase - Horticulture	\$	(3,230.00)
	Compensation Study Year 3- Information Technology	\$	(1,950.00)
	Compensation Study Year 3 - Town Attorney Dept	\$	(2,330.00)
	Compensation Study Year 3 - Finance Customer Service	\$	(4,770.00)
	Compensation Study Year 3 - Police Administration	\$	(4,085.00)
	Compensation Study Year 3 - Police Patrol	\$	(43,825.00)
	Compensation Study Year 3 - Police Investigations	\$	(7,815.00)
	Compensation Study Year 3 - Police Services	\$	(30,555.00)
	Compensation Study Year 3 - Gang/Drug Task Force	\$	(8,730.00)
	Compensation Study Year 3 - Planning & Zoning	\$	(2,685.00)
	Compensation Study Year 3 - General Properties	\$	(940.00)
	Compensation Study Year 3- Horticulture	\$	(1,675.00)
	Assistant Town Manager	\$	(124,600.00)
9790-49006	Interfund Transfer to Street Fund	\$	(145,005.00)
1201-43002	Town Manager - Professional Services	\$	(38,805.00)
1203-45408	Fleet Maintenance - POL	\$	(4,000.00)
1203-45504	Fleet Maintenance - Travel & Education	\$	(1,000.00)
1203-47001	Fleet Maintenance - Machinery & Equipment (Parts Cleaner)	\$	(10,000.00)
1203-47009	Fleet Maintenance - Debt Service Rehabilitation Building	\$	(111,865.00)
1204-43002	I/T - Professional Services	\$	(5,000.00)
1204-43005	I/T - Maintenance Service Contract	\$	(10,000.00)
1204-43039	I/T - Web Page Maintenance	\$	(18,050.00)
1204-45421	I/T - Hardware/Software	\$	(5,000.00)
1204-45421	I/T - Travel & Education	\$	(3,000.00)
1204-47007	I/T - Computer Equipment (Recording Servers)	\$	(22,000.00)
1205-45447	Tourism - Downtown Events (Gazebo Flicks)	\$	(4,000.00)
1205-47012	Tourism - Extended Trolley Hours	\$	(8,836.00)
1205-43002	Tourism - Blighted Buildings	\$	(46,000.00)
2201-43002	Tourism - Town Attorney EDA Attorney Fees	\$	(63,139.00)
3101-45504	Police Admin - Travel & Education	\$	(2,000.00)
3102-41002	Police Patrol - Overtime	\$	(10,810.00)
3102-45408	Police Patrol - POL	\$	(8,000.00)
3102-45504	Police Patrol - Travel & Education	\$	(5,000.00)
3102-47001	Police Patrol - Replace Body Worn Cameras	\$	(20,000.00)
3103-41002	Police Investigations - Overtime	\$	(8,000.00)
3107-47005	Police Task Force - Vehicle Replacement	\$	(35,000.00)
8101-43002	Planning & Zoning - Property Maintenance	\$	(40,000.00)
4302-47009	General Properties - Building & Structures (Auxillary Building)	\$	(125,000.00)
4305-43002	Horticulture - Professional Services	\$	(20,000.00)
9790-49999	General Fund Contingency	\$	1,316,821.00

STREET FUND

4102-42005	Medical Insurance - Streets Non-VDOT	\$	(4,535.00)
4500-42005	Medical Insurance - Highway Maintenance	\$	(36,680.00)
4107-42005	Medical Insurance - Inspections	\$	(3,100.00)
4102-42008	HRA - Streets Non-VDOT	\$	1,000.00
4500-42008	HRA - Highway Maintenance	\$	4,125.00
4107-42005	HRA - Inspections	\$	325.00
	Merit Increase Streets - Non-VDOT	\$	(1,950.00)
	Merit Increase - Highway Maintenance	\$	(13,960.00)
	Merit Increase - Inspections	\$	(870.00)
4500-45407	Highway Maintenance - Repairs & Maintenance Supplies	\$	(25,000.00)
4500-45477	Highway Maintenance - Curb & Gutter Reconstruction	\$	(40,000.00)
4500-45478	Highway Maintenance - Snow Removal	\$	(25,000.00)
4500-47001	Highway Maintenance - Machinery & Equipment (Tire Loader)	\$	(58,500.00)
4500-49999	Street Fund Contingency	\$	204,145.00

ELECTRIC FUND

9401-42005	Medical Insurance - Electric Dept	\$	(44,775.00)
9417-42005	Medical Insurance - Meter Reading	\$	(5,175.00)
9401-42008	HRA - Electric Dept	\$	4,500.00
9417-42005	HRA - Meter Reading	\$	1,000.00
	Merit Increase - Electric Dept	\$	(20,955.00)
	Merit Increase - Meter Reading	\$	(770.00)
	Compensation Study Year 3 - Electric Dept	\$	(6,960.00)
	Compensation Study Year 3 - Meter Reading	\$	(2,510.00)
9401-43004	Electric - Repairs & Maintenance	\$	(98,000.00)
9401-45407	Electric - Repair & Maintenance Supplies	\$	(20,000.00)
9401-47502	Electric - Line Extensions	\$	(50,000.00)
9401-47512	Electric Fiber Network	\$	(33,334.00)
9401-47001	Electric - Machinery & Equipment (Wire Trailer)	\$	(10,000.00)
9401-47009	Electric - Building & Structures (Generator & Paving)	\$	(128,000.00)
9401-47937	Electric - Manassas Substation Transformer Replacement	\$	(135,000.00)
9401-47957	Electric - Leach Run Parkway Line Extensions	\$	(125,000.00)
9499-49999	Electric - Contingency	\$	674,979.00

WATER FUND

9501-42005	Medical Insurance - Water Administration	\$	(4,520.00)
9601-42005	Medical Insurance - Water Treatment Plant	\$	(33,260.00)
9602-42005	Medical Insurance - Waterline Maintenance	\$	(25,545.00)
9617-42005	Medical Insurance - Meter Reading	\$	(5,175.00)
9501-42008	HRA - Water Administration	\$	450.00
9601-42008	HRA - Water Treatment Plant	\$	3,250.00
9602-42008	HRA - Waterline Maintenance	\$	875.00
9617-42008	HRA - Meter Reading	\$	1,000.00
	Merit Increase - Water Administration	\$	(1,780.00)
	Merit Increase - Water Treatment Plant	\$	(13,340.00)
	Merit Increase - Waterline Maintenance	\$	(4,250.00)
	Merit Increase - Meter Reading	\$	(770.00)
	Compensation Study Year 3 - Water Administration	\$	(450.00)
	Compensation Study Year 3 - Water Treatment Plant	\$	(10,025.00)
	Compensation Study Year 3 - Waterline Maintenance	\$	(1,125.00)
	Compensation Study Year 3 - Meter Reading	\$	(2,510.00)
9672-49004	Water Interfund Transfer to General Fund	\$	(42,150.00)
9501-45504	Water Admin - Travel & Education	\$	(1,000.00)
9602-47513	Water Line Maintenance - Waterline Upgrades	\$	(249,000.00)
9602-47530	Water Line Maintenance - Capital Inventory	\$	(55,000.00)
	Water Line Maintenance - Machinery & Equipment (Messag Board & Street Broom)	\$	(14,000.00)
9699-49999	Water Fund Contingency	\$	458,325.00

SEWER FUND

9502-42005	Medical Insurance - Sewer Administration	\$	(3,660.00)
9801-42005	Medical Insurance - Waste Water Treatment Plant	\$	(14,310.00)
9802-42005	Medical Insurance - Sewer Line Maintenance	\$	(25,545.00)
9502-42008	HRA - Sewer Administration	\$	300.00
9501-42008	HRA - Waste Water Treatment Plant	\$	3,000.00
9802-42008	HRA - Sewer Line Maintenance	\$	875.00
	Merit Increase - Sewer Administration	\$	(1,785.00)
	Merit Increase - Waste Water Treatment Plant	\$	(7,720.00)
	Merit Increase - Sewer Line Maintenance	\$	(4,250.00)
	Compensation Study Year 3 - Sewer Administration	\$	(840.00)
	Compensation Study Year 3 - Waste Water Treatment Plant	\$	(4,795.00)
	Compensation Study Year 3 - Sewer Line Maintenance	\$	(1,125.00)
9872-49004	Sewer Interfund Transfer to General Fund	\$	(13,670.00)
9502-45504	Sewer Admin - Travel & Education	\$	(1,000.00)
9801-43002	Waste Water Plant - Professional Services (Chemical Study)	\$	(55,000.00)
9872-40001	Sewer Debt Service - Principal	\$	(145,000.00)
9872-40005	Sewer Debt Service - Interest on Debt	\$	(85,000.00)
9899-49999	Sewer Contingency	\$	359,525.00

REFUSE FUND

4203-42005	Medical Insurance - Solid Waste	\$	(29,675.00)
4203-42008	HRA - Solid Waste	\$	2,500.00
	Merit Increase - Solid Waste	\$	(11,290.00)
4203-49999	Solid Waste Contingency	\$	38,465.00

13



Town of Front Royal, Virginia Council Agenda Statement

Item # 13

Meeting Date: June 8, 2020

Agenda Item: FY20 Budget Amendment and Award Bid for Manhole Frame & Cover Replacements

Summary: Council is requested to approve a FY20 budget amendment in the amount of \$439,732.00 and award a bid to Bushong Contracting Corporation for 2020 FR-5,6, & 7 Basin Manhole Frame & Cover Replacements in the amount of \$439,732.00.

This project will assist the Town toward compliance related to the DEQ Consent Order for I&I Abatement. Sewer Fund reserves will be used for the project at this time, but the Town will have the ability to recover funds from a future loan if deemed beneficial for the Town.

Budget/Funding:

9801-3510110 Waste Water Treatment Appropriated Funds Forward - \$439,732.00
9802-47998 Sewer Line Maintenance I&I Abatement - \$439,732.00

Meetings: Work Session June 1, 2020

Staff

Recommendation: Approval_____ Denial_____

Proposed Motion: I move that Council approve a FY20 budget amendment in the amount of \$439,732.00 and award a bid to Bushong Contracting Corporation for 2020 FR-5,6, & 7 Basin Manhole Frame & Cover Replacements in the amount of \$439,732.00.

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

Approved By: _____



Town of Front Royal, Virginia

Purchasing, Department of Finance

MEMORANDUM

Date: May 27, 2020
To: Tina Presley, Senior Executive Assistant
From: Alisa Scott, Purchasing Manager
RE: Request to add Consent Agenda item to Town Council's Regular Meeting

The Purchasing Department coordinated the solicitation of manhole frame and cover replacements for FR-5, 6 & 7 sections of Town as required to comply with the Town's DEQ's consent order. Invitations for Bids were sent out on April 13th, 2020 and the Town received five responses.

The low bidder, American Contractor, Inc. did not include unit pricing on the bid form. Pursuant to Va. Code § 2.2-4301, American Contractors, Inc.'s bid as non-responsive as it did not 'conform in all material respects to the Invitation to Bid'.

Bushong Contracting Corporation was the next low bid. Bushong's bid is acceptable and both CHA Consulting, Inc. and Robbie Boyer, Director of Public Works recommend awarding the contract to them for \$439,732.00.

Council is requested to review and approve the award. Attached to this memo is a Notice of Intent to Award, a recommendation memo from Mr. Boyer and CHA, along with the bid tabulation. Please add this item under consent to the June 8th, 2020 Regular Meeting.

Funding for this contract is available in the sewer fund reserves and will be made available after budget amendment form 9801-3510110 – Waste Water Treatment Appropriated Funds Forward \$439,732.00.

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



Town of Front Royal, Virginia

Purchasing, Department of Finance

NOTICE OF INTENT TO AWARD

TOWN OF FRONT ROYAL VIRGINIA, DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: 2020 FR-5, 6 & 7 BASINS MANHOLE FRAME AND COVER REPLACEMENTS IFB #09-2020

Notice is hereby given that the Town of Front Royal has determined and rejected, pursuant to Va. Code § 2.2-4301, American Contractors, Inc.'s bid as non-responsive as it did not include unit pricing on its bid form.

The next lowest bid has been accepted and the Town intends to award the contract for work referenced above to Bushong Contracting Corporation in the amount of \$439,732.00.

Owner: The Town of Front Royal

Authorized Signature: _____

Alisa Scott 5/26/2020

Title: Purchasing Manager

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

Memo



Town of Front Royal Public Works

TO: Alisa Scott, Manager of Purchasing
FROM: Robert Boyer, Public Works Director
CC:
DATE: May 26, 2020
RE: Recommendation for Manhole frame & cover replacement project

Alisa,

I have reviewed the bids we received for the manhole frame & cover replacement project in basin areas FR-5, 6 & 7 to replace 180 existing frame & covers to help remove I&I from the sanitary sewer system. The low bidder American Contractors, Inc did not meet the necessary bid requirements so their bid should not be accepted. I recommend moving forward with the second lowest bidder Bushong Contracting Corporation for this project in the amount of \$439,732.00. This project is part of the new DEQ Consent Order and will need to be completed to stay in compliance with the Department of Environmental Quality.



May 20, 2020

Mr. Robert B. Boyer
Director of Public Works
Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630

Re: Award Recommendation
Town of Front Royal – 2020 FR-5, 6 & 7 Basins Manhole Frame and Cover Replacements
(IFB #09-2020); CHA Project No. 031133

Dear Robbie:

On Thursday, May 14, 2020, the Town received bids for the 2020 FR-5, 6 & 7 Basins Manhole Frame and Cover Replacements contract. This contract includes replacement of approximately 180 sanitary sewer manhole frame and covers, sealing of approximately 50 sanitary sewer manhole frame and covers, and associated appurtenances.

The Town received five bids as summarized below. A detailed bid tabulation is also enclosed.

Bidder Name	Total Base Bid
American Contractors, Inc.	\$390,000.00
Bushong Contracting Corporation	\$439,732.00
AM-Liner East, Inc.	\$498,859.00
Kee Construction Services, Inc.	\$614,500.00
Shirley Contracting Company, LLC	\$793,150.00

While American Contractors, Inc. was the apparent low Bidder, their bid lacked the required unit prices, which rendered their bid non-responsive as confirmed by the Town's attorney. Therefore, Bushong Contracting Corporation was the lowest responsive and responsible Bidder for the contract.

Since Bushong Contracting Corporation has successfully completed many similar utility projects for the Town in the past, CHA recommends award of the 2020 FR-5, 6 & 7 Basins Manhole Frame and Cover Replacements contract to Bushong Contracting Corporation in the amount of \$439,732.00.

We appreciate the opportunity to work with the Town on this project. If you should have any question with respect to this recommendation, please do not hesitate to contact me.

Sincerely,

Earl Smith, P.E.
Senior Engineer

EES\ees
Enclosure

BID TABULATION SUMMARY

Owner: Town of Front Royal

Project: 2020 FR - 5, 6 & 7 BASINS MANHOLE FRAME AND COVER REPLACEMENTS (IFB #09-2020)

Bid Date: Thursday, May 14, 2020 2:00 PM

CHA Project Number: 031133

BIDDER				AMERICAN CONTRACTORS, INC.		BUSHONG CONTRACTING CORP.		AM-LINER EAST, INC.		KEE CONSTRUCTION SERVICES, INC.		SHIRLEY CONTRACTING COMPANY, LLC	
Item	Description	Unit	Est Qty	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price
1	Bonds, Insurance, and Mobilization	LS	1	Not Provided	Not Provided	\$38,185.00	\$38,185.00	\$83,000.00	\$83,000.00	\$122,990.00	\$122,990.00	\$35,000.00	\$35,000.00
2	Water-Resistant Frame and Cover (Yard)	EA	57	Not Provided	Not Provided	\$1,393.00	\$79,401.00	\$1,443.00	\$82,251.00	\$675.00	\$38,475.00	\$4,900.00	\$279,300.00
3	Water-Resistant Frame and Cover (Pavement)	EA	121	Not Provided	Not Provided	\$1,876.00	\$226,996.00	\$2,410.00	\$291,610.00	\$2,615.00	\$316,415.00	\$3,000.00	\$363,000.00
4	Install Grade Rings, <12" Total Height (Yard)	EA	14	Not Provided	Not Provided	\$573.00	\$8,022.00	\$277.00	\$3,878.00	\$400.00	\$5,600.00	\$850.00	\$11,900.00
5	Install Grade Rings, <12" Total Height (Pavement)	EA	81	Not Provided	Not Provided	\$573.00	\$46,413.00	\$277.00	\$22,437.00	\$1,065.00	\$86,265.00	\$850.00	\$68,850.00
6	Install Grade Rings, >=12" Total Height	IN	6	Not Provided	Not Provided	\$350.00	\$2,100.00	\$444.00	\$2,664.00	\$415.00	\$2,490.00	\$100.00	\$600.00
7	Seal Existing Frame (Yard)	EA	36	Not Provided	Not Provided	\$647.00	\$23,292.00	\$277.00	\$9,972.00	\$375.00	\$13,500.00	\$500.00	\$18,000.00
8	Seal Existing Frame (Pavement)	EA	11	Not Provided	Not Provided	\$1,393.00	\$15,323.00	\$277.00	\$3,047.00	\$2,615.00	\$28,765.00	\$1,500.00	\$16,500.00
Total Base Bid				\$390,000.00**		\$439,732.00		\$498,859.00		\$614,500.00		\$793,150.00	

* Denotes a correction of an arithmetic error present in the Bid Form; the correct sum shall govern per Article 1.15-A.3 of the Instructions to Bidders.

** Denotes non-responsive bid

Apparent Low Bidder: BUSHONG CONTRACTING CORPORATION

Prepared By: Earl Smith, P.E. - CHA Consulting, Inc.

WORK SESSION



Work Session Agenda Form

Item # 1

DATE: June 8, 2020

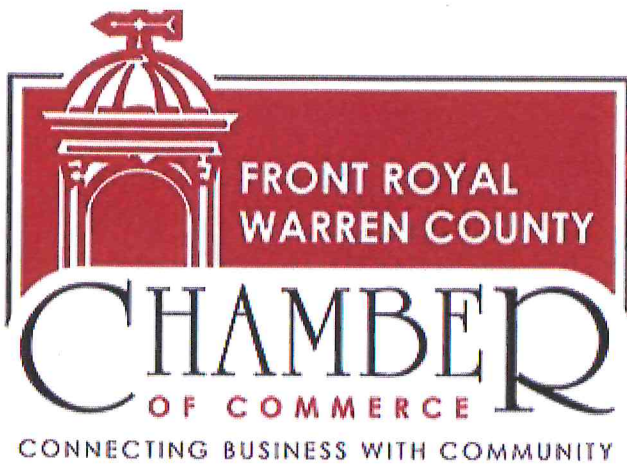
AGENDA ITEM: Continued Discussion of Chamber of Commerce's Request for Funding

SUMMARY: Council has requested that the Executive Director Niki Foster attend tonight's meeting and update them on the Chamber of Commerce's request for funding.

BUDGET/FUNDING: None

STAFF RECOMMENDATION: Council takes desired action.

Work Session



May 22, 2020

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

Mayor and Council,

The Front Royal-Warren County Chamber of Commerce will celebrate its 80th year on June 4th. The Chamber has been an integral part of the community over the last eight decades.

Since the beginning of the COVID-19 crisis the Chamber has seen a significant drop in membership renewals. We have been forced to postpone our largest fundraiser, the Virginia Wine & Craft Festival as well as our golf event, and our Annual Dinner and Awards. This has left us in a difficult financial position. We have taken measures to cut as many expenses as possible to include laying off our administrative staff while still offering services to all businesses and future businesses for the benefit of our community. At the Chamber we have the passion and heartbeat of local business and see the need to have a vibrant business community within Front Royal and Warren County.

At this time, we are respectfully requesting that both the town and county consider immediate funding of the Chamber through this difficult time so that we may continue to provide support to the local business community and help businesses navigate recovery from COVID-19 and beyond. Our current monthly operating expenses average \$10,000. We'd like to propose that the County and Town each consider funding the Chamber at \$5000 a month through the end of 2020.

Our Chamber, like most, functions as a 501c6 organization. Currently, 501c6 organizations are not eligible for the Payroll Protection Program (PPP). Many politicians including Senators Warner, Kaine, and Cruz and Congressman Pappas and Fitzpatrick have pushed to have 501c6 organizations included in the PPP, but that has not come to fruition.

We work to benefit our local business community and enhance the quality of life for residents in a variety of ways. Here are just a few:

- Networking: Business After Hours, Business IQs, Coffee Break Check Ins

- Legislative: Wrap Ups and Previews, Candidates Forums
- Education: New Teacher Reception, Ethics Workshop, Leadership Program
- Tourism: Virginia Wine & Craft Festival, River & Brews Festival, Christmas Fest & Parade
- Community Awareness & Recognition: State of the Community, Realtor Forums, and Annual Dinner & Awards where we present business, citizen, entrepreneur, non-profit, education contributor, and public safety contributor of the year.

Most recently, we've launched a Facebook group "Front Royal To Go" to assist our local businesses who are offering delivery, online ordering, curb side pickup, and personal shopping in getting the word out to the community. This group has been wildly successful and has over 4000 members to date. We've worked with many local businesses to connect them with the correct resources for applying for the EIDL Loans and PPP and have launched several virtual meetings to connect with the business community.

The festivals bring thousands of tourists to our community each year. Nearly 85% of the attendees of the Wine & Craft festival are visitors from Northern Virginia, DC, and Maryland. The event committees work diligently to attract a larger attendance each year to the festivals, as we understand the vital role tourism plays to our local community and the businesses who operate within Front Royal and Warren County.

Our areas of focus include member vitality, community development/quality of life, economic/tourism development, and advocating for a positive business climate and healthy community.

Aside from events and programs Chamber staff and volunteers spend considerable time advising and mentoring potential, new, and existing businesses as well as connecting them with resources to further their success. While we are a membership organization, we never turn away a business and work with many non-members especially during our current crisis.

Both the County of Warren and the Town of Front Royal are long-standing members of the Chamber of Commerce and have been supporters of many of our programs and events.

The Chamber board and staff welcome the opportunity to discuss this request further and answer any questions you may have.

Sincerely,



Ray Bramble, Chairman



Nicole Foster, President

2



Work Session Agenda Form

Item # 2

DATE: June 8, 2020

AGENDA ITEM: Continued Discussion of the Local Economic Recovery Plan

SUMMARY: At the May 11, 2020 Regular Meeting Council voted to table action on a budget amendment in the amount of \$1,000,000 for business recovering efforts. Staff will discuss the likely path moving forward.

BUDGET/FUNDING: None

STAFF RECOMMENDATION: will discuss

Work Session

3



Work Session Agenda Form

Item # 3

DATE: June 8, 2020

AGENDA ITEM: 17th Street and N. Shenandoah Avenue Slip Lane for Sheetz Project

SUMMARY: On January 27, 2020, Council approved and accepted a Developer's Cash Escrow Agreement between Sheet, Inc. and the Town in the amount of \$23,322 for the Town to complete the W. 17th Street and Shenandoah Avenue Intersection Improvements, by adding a slip-lane and to acquire 479 square feet of right-of-way from the adjacent bank property within two years.

After further review staff has questioned the safety of traffic turning left at this intersection and suggested the addition of a NO LEFT TURN" sign instead.

Note: A signal warrant analysis was conducted by Sheetz in conjunction with VDOT, and a traffic signal was not recommended at this location.

BUDGET/FUNDING: None

STAFF RECOMMENDATION: Installation of a NO LEFT TURN sign.

Work Session

4



Work Session Agenda Form

Item # 4

DATE: June 8, 2020

AGENDA ITEM: Blighted buildings on Nonconforming lots

SUMMARY: A potential problem can arise when a blighted building is in such poor condition that it must be torn down rather than simply fixed up, and it is on a non-conforming lot as to area, size, setbacks, etc. Town Code allows for buildings on non-conforming lots to be rebuilt in most sections of Town; however, are not allowed in some districts. Councilmen Holloway, Cockrell and Staff believe there is an opportunity to incentivize redevelopment of blighted buildings in all districts of Town.

Since the revisions to the Town Code are in the Zoning Ordinance, Council is required to refer the recommendation(s) to the Planning Commission for their recommendation, in a formal meeting.

BUDGET/FUNDING: No impact.

STAFF RECOMMENDATION: Councilmen Holloway, Cockrell and staff recommend Council refer revisions of the Town Code that would allow blighted buildings on non-conforming lots to be rebuilt in all districts of Town, to the Planning Commission for their recommendation at the next regular Council meeting.

175-128

1 Depot Ave.

Zoned R-1 removed from derelict structures 2019. Property sold, currently being renovated.
Requirements at this time would not let property owner teardown and rebuild.



Required

10000 SF lot size
35" Front Set back
30' Rear set back



Existing

5900 SF lot size
16" Front set back
11' Rear set back

11 E Prospect St. Zoned C-1



Required

7500' SF lot size
50' Front set back
75' lot frontage



Existing

2600' SF lot size
8' Front set back
47' lot frontage

734 Parkview Dr. Zoned R-3



Required

60' Lot Frontage

7' Side set back



Existing

39' Lot frontage

5' side set back

5



Work Session Agenda Form

Item # 5

DATE: 6/8/20

AGENDA ITEM: Review of FY20 Revenues

SUMMARY: Town Council approved a FY20 budget transfer/amendment on April 27, 2020 providing contingency funds for the general fund, street fund, water fund, sewer fund, and solid waste fund due to the COVID-19 pandemic and requested periodic reviews of revenues.

Staff is providing Town Council with updated information related to key revenues as of May 31st, 2020 and recommended use of general and street fund contingencies as follows:

General Fund

Police Department Public Safety Answering Point -	\$100,000
Police Department Consoles -	\$ 80,000
Police Department Body Cameras -	\$ 20,000
Tourism Marketing -	\$ 50,000
Tourism Consultant -	\$ 25,000
<u>Blighted Buildings -</u>	<u>\$ 25,000</u>
TOTAL	\$300,000

BUDGET/FUNDING: Funding to be transferred from contingency funds.

STAFF RECOMMENDATION: Staff recommends to continue to monitor revenues and to provide staff with any comments regarding the use of contingency funds.

Work Session

KEY REVENUE REVIEW

as of May 31, 2020

General		Above/Below Expired FY20 Budget
	Sales Tax - Warren County	\$ 55,522.52
	Lodging Tax	\$ (40,273.95)
	Meals Tax	\$ (22,132.47)
	PILOT - Utility Bills	\$ 25,166.12
	Fines & Forfeitures	\$ (113,839.68)
	Rental Vehicle Tax	\$ (2,197.85)
	Communication Tax	\$ (18,614.51)
	Subtotal	\$ (116,369.82)
	General Fund Contingency	\$ 624,054.34
	G/F Difference After Contingency	\$ 507,684.52

Streets		Above/Below Expired FY20 Budget
	Street Construction & Maintenance (V-DOT)	\$ (36,953.67)
	Street Fund Contingency	\$ 129,668.73
	Street Fund Difference After Contingency	\$ 92,715.06

Electric		Above/Below Expired FY20 Budget
	Electric Sales	\$ 175,104.21
	Electric Fund Contingency	\$ -
	Electric Fund Difference After Contingency	\$ 175,104.21

Water		Above/Below Expired FY20 Budget
	Water Sales	\$ (288,319.17)
	Water Connections	\$ (72,002.80)
	Subtotal	\$ (360,321.97)
	Water Contingency	\$ 620,866.00
	Water Difference After Contingency	\$ 260,544.03

Sewer			Above/Below Expired
			FY20 Budget
	Sewer Sales	\$	(475,873.47)
	Sewer Connections	\$	(261,311.00)
	Subtotal	\$	(737,184.47)
	Sewer Contingency	\$	256,404.46
	Sewer Difference After Contingency	\$	(480,780.01)

Solid Waste			Above/Below Expired
			FY20 Budget
	Solid Waste Sales	\$	(11,400.07)
	Tipping Fees Collected from Utility Billing	\$	5,652.00
	Subtotal	\$	(5,748.07)
	Solid Waste Contingency	\$	26,618.70
	Solid Waste Difference After Contingency	\$	20,870.63

DELINQUENT UTILITY ACCOUNTS

Number of Delinquent Active Utility Accounts May 2020		2,022
Dollar Value Associated with Delinquent Utility Accounts	\$	841,441.54